

**Pashupati Shah
Notary**

(Appointed by Govt. of India)

Residence/Chamber
Punjabi Para,
Behind Pranami Mandir,
Siliguri .734001
Mobile: 98326-29587,
96410-71507

Serial No. 14 Dated 21/08/20



NOTARIAL CERTIFICATE

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

TO ALL TO WHOM THESE PRESENTS shall come, I, Sri Pashupati Shah, duly authorised by the Government of India to practice as a Notary do hereby verify, authenticate, certify, attest as under the execution of the instrument annexed hereto collectively marked 'A' on its being executed, admitted and identified by the respective signatories and as also by Sri/Smt. N. S. S. Advocate, as to the matters contained therein, Presented before me.

Accordingly to that this is to certify authenticate and Attest that the annexed Instrument 'A' as is the:

An Original Development Agreement as enclosed here

PRIMA FACIE the annexed instrument 'A' appears to be usual procedure to serve and avail as needs or occasion shall or may required for the same.

In faith and testimony where of being required of a Notary, I, the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the 21st day of July in the year 20 20

Solemnly Affirmed & Declared Before me on Identification

31/07/20

**Pashupati Shah
NOTARY SILIGURI**

**Pashupati Shah
Notary**



The executentis is/are identified by me :

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Advocate

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WEST BENGAL

79AB 964079

**DEVELOPMENT AGREEMENT
BETWEEN
LANDOWNER & DEVELOPER FOR
CONSTRUCTION OF A MULTISTORIED BUILDING**

Benu Saha
DRMS Kalyan

THIS ARTICLE OF DEVELOPMENT AGREEMENT is made on this the 30th day of July, TWO THOUSAND TWENTY- FOUR (2024) Christian Era.

BETWEEN

1. **SRI. BENU SAHA [PAN BABPS2259B]**, Son of Late Suren Saha, Indian by Nationality, Hindu by religion, Business by occupation, resident of Hakimpara, Shanti More, Swamiji Sarani, Ward No.15 of Siliguri Municipal Corporation, Post Office & Police Station Siliguri, District - Darjeeling, PIN- 734001, in the State of West Bengal,

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Before me on Identification**

Pashupati Shah
**Pashupati Shah
NOTARY SILIGURI**
Cont....P-2

12 JUN 2024

স্মারিক নং 2109 তারিখ
নাম R. CHANDI DUTY
ঠিকানা Advocate Siliguri Saha Builders
উক্ত স্ট্যাম্পটি ইং
ভারিখে মেখলীগঞ্জ জেলায় ইইফে
স্বাক্ষর করা হইয়াছে

SS

Raju Dey
Stamp Vendor
Mekhliganj, L no.-1/2001/5

05 JUN 2024



Vertical text on the left side, possibly a signature or reference number, written in a light color.

Before me on this day of June 2024
I have seen the original and compared
with the copy and find it correct
and true.

(2) **SMT. TULU SAHA [PAN BABPS2258A]**, Wife of Sri Benu Saha, Indian by Nationality, Hindu by religion, Housewife by occupation, resident of Hakimpara, Shanti More, Swamiji Sarani, Ward No.15 of Siliguri Municipal Corporation, Post Office & Police Station Siliguri, District - Darjeeling, PIN-734001, in the State of West Bengal, hereinafter referred to as the "**OWNERS/LANDOWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives and assigns) of the **ONE PART.**

AND

SAHA BUILDERS, a proprietorship firm, having its office at 208/1/39, Hakimpara, Shantimore, Near Vivekananda School, Pin Code- 734001, represented by its proprietor namely **SRI BENU SAHA [PAN BABPS2259B]**, Son of Late Suren Saha, Indian by Nationality, Hindu by religion, Business by occupation, resident of Hakimpara, Shanti More, Swamiji Sarani, Ward No.15 of Siliguri Municipal Corporation, Post Office & Police Station Siliguri, District - Darjeeling, PIN-734001, in the State of West Bengal, hereinafter referred collectively referred to as the "**DEVELOPERS**" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-interest and assigns) of the **OTHER PART.**

PART-I

WHEREAS SMT. SHARADA PRADHAN @ SARADA PRADHAN was the absolute owner of total land measuring 5 (Five) Kathas, recorded in Sabek Khatian Nos. 193/1 & 194, corresponding to Hal Khatian No.622, in R.S. Plot No.472, situated in Mouza Dabgram, J.L. No.2, R.S. Sheet No.8, Pargana Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, by virtue of a registered Deed of Sale being No.1-1945, dated 25- 04-1984, recorded in Book No. 1, Volume No: 1, at Pages-211 to 214, registered in the Office of the Sadar Joint Sub-Registrar Jalpaiguri, executed by one Sri Ramendra Chandra Sarkar, Son of Late Ramesh Chandra Sarkar, resident of Purba Bairagipara, Dabgram, P.S. Rajganj now Bhaktinagar, Dist. Jalpaiguri and thereafter the above mentioned land has been mutated in the name of the Vendor in the R.O.R. in the Office of the B.L. & L.R.O. Rajganj, Dist. Jalpaiguri, vide Mutation Case No.IX-289(II) 86-87 and the Vendor now possessing and enjoying the above mentioned land having permanent,

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heritable and transferable right, title and interest therein free from all encumbrance and charges whatsoever.

AND WHEREAS SMT. SHARADA PRADHAN @ SARADA PRADHAN being the Vendor therein in need of money for the purpose of develop her other properties has decided to sell and has also offered for sale the vacant land measuring 2.5 (Two Point Five) Kathas or 2 (Two) Kathas 8 (Eight) Chhataks and the owner no. 1 herein being the purchaser therein purchased the same by virtue of a registered Deed of Conveyance dated 8th March 2017, which was duly executed and registered before the office of the Additional District Sub Registrar Bhaktinagar, District- Jalpaiguri and the same was recorded in Book No. I, Volume No. 0711-2017, Page 28974 to 29002, Being No. 071101178 for the year 2017.

AND WHEREAS by virtue of the above mentioned Deed of Conveyance **SRI. BENU SAHA** the owner no. 1 herein became the absolute and lawful owner in respect of ALL THAT piece or parcel of land measuring 2.5 (Two Point Five) Kathas or 2 (Two) Kathas 8 (Eight) Chhataks, recorded in Sabek, Khatian Nos.193/1 & 194, corresponding to Hal Khatian No.622, in R.S. Plot No.472 (Part), situated within Mouza Dabgram, J:L:. No.2, R.S. Sheet No.8, Pargana Baikunthapur, Police Station Bhaktinagar, Sub- Division & District Jalpaiguri, Additional District Sub-Registry Office Bhaktinagar, B.L. & L.R.O. Rajganj, under Ward No.41 of Siliguri Municipal Corporation, in the State of West Bengal.

PART -II

WHEREAS SMT. SHARADA PRADHAN @ SARADA PRADHAN was the absolute owner of total land measuring 5 (Five) Kathas, recorded in Sabek Khatian Nos. 193/1 & 194, corresponding to Hal Khatlan No.622, in R.S. Plot No.472, situated In Mouza Dabgram, J.L. No.2, R.S. Sheet No.8, Pargana Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, by virtue of a registered Deed of Sale being No.1-1945, dated 25- 04-1984, recorded in Book No.I, Volume No. 1, at Pages 211 to 214, registered in the Office of the Sadar Joint Sub-Registrar Jalpaiguri, executed by one Sri Ramendra Chandra Sarkar, Son of Late Ramesh Chandra Sarkar, resident of Purba Bairagipara, Dabgram, P.S. Rajganj now Bhaktinagar, Dist. Jalpaiguri and thereafter the above mentioned land has been mutated in the name of the Vendor in the R.O.R. in the Office of the B.L. & L.R.O. Rajganj, Dist. Jalpaiguri, vide Mutation Case No.IX-289(11) 86-87



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and the Vendor now possessing and enjoying the above mentioned land having permanent, 'heritable and transferable right, title and interest therein free from all encumbrance and charges whatsoever.

AND WHEREAS SMT. SHARADA PRADHAN @ SARADA PRADHAN being the Vendor therein in need of money for the purpose of develop her other properties has decided to sell and has also offered for sale the vacant land measuring 2.5 (Two Point Five) Kathas or 2 (Two) Kathas 8 (Eight) Chhataks and the owner no. 2 herein being the purchaser therein purchased the same by virtue of a registered Deed of Conveyance dated 8th March 2017, which was duly executed and registered before the office of the Additional District Sub Registrar Bhaktinagar, District- Jalpaiguri and the same was recorded in Book No. I, Volume No. 0711-2017, Page 27979 to 28002, Being No. 071101180 for the year 2017.

AND WHEREAS by virtue of the above mentioned Deed of Conveyance **SMT. TULU SAHA** the owner no. 2 herein became the absolute and lawful owner in respect of ALL THAT piece or parcel of land measuring 2.5 (Two Point Five) Kathas or 2 (Two) Kathas 8 (Eight) Chhataks, recorded in Sabek Khatian Nos.193/1 & 194. corresponding to Hal Khatian No.622, in R.S. Plot No.472 (Part), situated within Mouza Dabgram, J.L. No.2, R.S. Sheet No.8, Pargana Baikunthapur, Police Station Bhaktinagar, Sub- Division & District Jalpaiguri, Additional District Sub-Registry Office Bhaktinagar, B.L. & L.R.O. - Rajganj, under Ward No.41 of Siliguri Municipal Corporation, in the State of West Bengal.

AND WHEREAS accordingly the Owners herein became the joint, lawful and absolute owners of and fully seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring 5(Five) Cottah more or less recorded in Sabek Khatian Nos.193/1 & 194. corresponding to L.R. Khatian Nos. 196 & 197, in R.S. Plot No.472 (Part) Corresponding to L.R. Dag No. 72, situated within Mouza Dabgram, J.L. No.2, R.S. Sheet No. 8, Pargana Baikunthapur, Police Station Bhaktinagar, Sub- Division & District Jalpaiguri, Additional District Sub-Registry Office Bhaktinagar, B.L. & L.R.O. - Rajganj, under Ward No.41 of Siliguri Municipal Corporation, in the State of West Bengal, Classification of land as per R.O.R. Bastu, proposed land use Bastu and hereinafter referred to as "**the said Premises**" and more fully and particularly mentioned and described in the **Schedule "A"** hereunder written and have been enjoying the same peacefully, freely, absolutely and

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without any interruptions from any corner whatsoever and duly mutated their names in the record of the concerned B.L. & L.R.O. by paying usual rents and taxes to the proper authorities concerned in their own names as the absolute joint owners and possessors and have the absolute power of ownership and also entitle to sell, gift, lien, mortgage, assign the same to anybody else in any way as they will think fit and proper.

AND WHEREAS the Landowners herein intended to construct a multi-storied building comprised of several residential flats, commercial spaces, shops, car parking spaces etc. on the said Premises according to the sanctioned plan of the Siliguri Municipal Corporation. But due to lack of experience in construction line, non-availability of time and paucity of fund, the Landowners are in search of a well reputed developer to develop the said Premises.

AND WHEREAS thereafter, the Landowners and the Developers herein expressed its intention to develop the said Premises at the costs and expenses of the Developer and in accordance to the building plan sanctioned by the competent authority in the name of the Landowners herein, and / or any revised plan or plans to be prepared by the Developer at its sole discretion thereof.

Now the parties herein to avoid any and/or all litigations and complications in future have agreed to enter into this Agreement under the Terms and Conditions containing hereunder.

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

DEFINITION:

- LANDOWNERS/OWNERS** shall mean: (1) **SRI. BENU SAHA [PAN BABPS2259B]**, Son of Late Suren Saha, Indian by Nationality, Hindu by religion, Business by occupation, resident of Hakimpara, Shanti More, Swamiji Sarani, Ward No.15 of Siliguri Municipal Corporation, Post Office & Police Station Siliguri, District - Darjeeling, PIN-734001, in the State of West Bengal, and (2) **SMT. TULU SAHA [PAN BABPS2258A]**, Wife of Sri Benu Saha, Indian by Nationality, Hindu by religion, Housewife by occupation, resident of Hakimpara, Shanti More, Swamiji Sarani, Ward No.15 of Siliguri Municipal Corporation, Post Office & Police Station Siliguri, District - Darjeeling, PIN-



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Before me on Identification

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734001, in the State of West Bengal and include their heirs, executors, administrators, successors, legal representatives and assigns.

2. **DEVELOPER** shall mean **SAHA BUILDERS**, a proprietorship firm, having its office at 208/1/39, Hakimpara, Shantimore, Near Vivekananda School, Pin Code- 734001, represented by its proprietor namely **SRI BENU SAHA [PAN BABPS2259B]**, Son of Late Suren Saha, Indian by Nationality, Hindu by religion, Business by occupation, resident of Hakimpara, Shanti More, Swamiji Sarani, Ward No.15 of Siliguri Municipal Corporation, Post Office & Police Station Siliguri, District - Darjeeling, PIN-734001, in the State of West Bengal and include its successors-in-interest and assigns.
3. **THE PREMISES** shall mean **ALL THAT** piece and parcel of land measuring 5(Five) Cottah more or less recorded in Sabek Khatian Nos.193/1 & 194. corresponding to L.R. Khatian Nos. 196 & 197, in R.S. Plot No.472 (Part) Corresponding to L.R. Dag No. 72, situated within Mouza Dabgram, J.L. No.2, R.S. Sheet No. 8, Pargana Baikunthapur, Police Station Bhaktinagar, Sub-Division & District Jalpaiguri, Additional District Sub-Registry Office Bhaktinagar, B.L. & L.R.O. - Rajganj, under Ward No.41 of Siliguri Municipal Corporation, in the State of West Bengal and more fully and particularly mentioned and described in the **Schedule "A"** hereunder written.
4. **THE BUILDING/BUILDINGS** shall mean multi-storied building so to be constructed on the said premises, morefully described in the Schedule A hereunder written, on the basis of the said sanctioned building plan duly sanctioned by the concerned authority.
5. **COMMON FACILITIES & AMENITIES:** shall mean entrance of the building/s, pump room, overhead water tank, water pump and motor, lift and lift areas and other facilities, which may be required for enjoyment, maintenance or management of the said building/s by all occupiers of the building/s, more fully described in the **Schedule "D"** stated hereunder written.
6. **COMMON EXPENSES** mention more fully described in the **Schedule "E"**



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hereunder written.

7. **SALEABLE SPACE**: Shall mean the space within the building/s, which is to be available as a unit/flat for independent use and occupation in respect of Landowners' Allocation & Developer's Allocation as mentioned in this Agreement.
8. **LANDOWNERS'/OWNERS' ALLOCATION**: the Landowners/Owners shall receive 50% of the total sanction area which shall be demarcated only after receiving the building sanction plan from the Competent Building Plan Sanctioning Authority.
9. **DEVELOPER'S ALLOCATION**: The Developer shall receive 50% (Fifty Percent) ratio of the sanctioned area which is the remaining portion of the entire building/s (excluding Landowners' Allocation as described above) will be exclusively be treated as Developer's Allocation, with exclusive power to sell, transfer and convey the units under the purview of Developer's Allocation to any third parties which is more fully described in **SCHEDULE "C"** written herein below.
10. **ARCHITECT/ENGINEER**: Shall mean such person or persons being appointed by the Developer.
11. **TRANSFER**: With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowners as a transfer of space in the said building/s to intending purchasers thereof.
12. **BUILDING PLAN**: Shall mean said sanctioned plan sanctioned by the concerned authority and/or such plan or revised sanctioned plan for the construction of the multi storied building/s, which will be sanctioned by the concerned authority for construction of the building/s, including its modification and amenities and alterations.
13. **LANDOWNERS' RIGHT & REPRESENTATION**:
Solemnly Affirmed & Declared
Before me on 10/07/19



Indemnification regarding Possession & Delivery: The Landowners' are now seized and possessed of and/or otherwise well and sufficiently entitled to the said premises in as it is condition and deliver physical as well as identical possession to the Developer to develop the said premises, which is more fully described in the **SCHEDULE "A"** hereunder written.

14. **FREE FROM ENCUMBRANCE:** The Owners' also indemnify that the said premises is free from all encumbrances and the Owners' have marketable title in respect of the said premises.
15. **DEVELOPMENT AGREEMENT** shall mean this agreement dated 31st day of July, 2024, between the Landowners and the Developer in respect of **SCHEDULE "A"** Premises and construction of building thereon with terms and conditions embodied herein detailed.

DEVELOPER'S RIGHTS:

1. **Authority of Developer:** The Developer shall have authority to deal with the said premises in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against his allocation or acquired right under this agreement.

Right of Construction: The Landowners hereby grant permission an exclusive rights to the Developer to build new building upon the said premises which is morefully described in the **SCHEDULE "A"** hereunder written.

3. **Construction Cost:** The Developer shall carry total construction work of the proposed building/s at his own costs and expenses. No liability on account of construction cost will be charged from Landowners' Allocation.

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4. **Sale Proceeds of Developer's Allocation:** The Developer will take the sale proceeds of Developer's Allocation exclusively.
5. **Booking & Agreement for Sale:** Booking from intending purchaser for Developer's Allocation will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Landowners as their Registered Power of Attorney Holder.

Selling Rate: The selling rate of entire project will be fixed by the Developer and all sales shall be operated from a single point of sale. The cost of marketing shall be borne by the Developer herein and the Land Owners shall have to pay a commission @ of 2% on the cost of sale of the Land Owner's allocation to the common sales point.

In case, the Land Owners wishes to sale the Owners allocation separately then the Land Owners and the Developer shall at first finalized the common selling price and thereafter the marketing/advertisement cost shall be borne proportionately by the Land Owners and the First Party/Developer at equal ratio.

Profit & Loss: The profit & loss earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowners' Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.

7. **Possession to the Landowners:** On completion of the project, the Developer will handover undisputed possession of the Landowners' Allocation together with all rights of the common facilities and amenities to the Landowners with Possession Letter and will take release from the Landowners by executing a Deed of Release.
8. **Possession to the intending purchaser:** On completion of the project, the Developer will handover possession to the intending purchasers,

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possession letters will be signed by the Developer as the representative and Power of Attorney holder of the Landowners.

9. **Deed of Conveyance:** The Deed of Conveyance in respect of Developer's Allocation will be signed by the Developer on behalf of and as representative and registered Power of Attorney Holder of the Landowners.

CONSIDERATION:

Permission against Consideration: The Landowners grant permission for exclusive right to construct the proposed building in consideration of Landowners' Allocation to the Developer.

DEALING OF SPACE IN THE BUILDING:

1. **Exclusive Power of Dealings of Landowners:** The Landowners shall be entitled to transfer or otherwise deal with Landowners' Allocation in the building and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession of the Landowners' Allocation.

2. **Exclusive Power of Dealings of Developer:** The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Landowners and the Landowners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

NEW BUILDING:

1. **Completion of Project:** The Developer shall at his own costs construct, and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.

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2. **Installation of Common Amenities:** The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd. (Land Owners shall pay the proportionate cost as mentioned in clause vii of the Owners allocation as mentioned in Schedule "B" herein underwritten) and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building/s having self-contained apartments and constructed for sale of flats therein on for which the consumption charge shall be borne by the part who shall use the said sub- meter or the mother meter as per the demand for use placed by the Developer herein.
3. **Architect Fees etc.:** All costs, charges and expenses including Architect's fees, Engineer's fees, plan/revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowners shall bear no responsibility in this context.
4. **Municipal Taxes & Other Taxes of the said Premises:** The Developer shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said premises upto the date of this agreement. And the Developer will also pay the same from the date of execution of these presents till the date of completion of the construction and allocation. From the date of completion and allocation of the floor area between the Landowners and the Developer the Municipal taxes and other taxes payable for the said premises shall be borne in proportionate of area of Developer and area of Landowners, by the Developer and/or his nominees and the Landowners and/or their nominee/nominees respectively.
5. **Upkeep Repair & Maintenance:** Upkeep repair and maintenance of the said building/s and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

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LANDOWNERS' OBLIGATION:

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- **No Interference;**

- **The Landowners hereby agree and covenant with the Developer:**

- Not to cause any interference or hindrance in the construction of the building/s by the Developer;
- Not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building/s;
- Not to let out, grant, lease, mortgage and/or charge the said premises or any portion thereof without the consent in writing of the Developer during the period of construction;
- Not to sale out portion of the Landowners' allocation individually without the consent of the single sales team to be appointed jointly with the Developer for the sale of the units in the said project.



DEVELOPER'S OBLIGATIONS:

- Time Schedule of Handing Over Landowners' Allocation:** The Developer will handover possession of Landowners' Allocation (morefully described in the Schedule B hereunder written) on and within 30 (Thirty) months from the date of sanction of the building plan from the Siliguri Municipal Corporation. The Developer is also empowers by the Landowners for a grace period of 6 (Six) months more to deliver the Landowners' Allocation.

- No Violation:** The Developer hereby agrees and covenants with the Landowners not to violate or contravenes any of the provisions of rules applicable to construction of the said building/s not to do any act, deed or

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thing, whereby the Landowners are prevented from enjoying, selling, assigning and/or disposing of any Landowners' Allocation in the building/s at the said premises vice versa.

LANDOWNERS' INDEMNITY

Indemnity: The Landowners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer perform and fulfill the terms and conditions herein contained and/or its part to be observed and performed.

That in case of any litigation now or in future related to the said premises more fully described in the Schedule A hereunder written, Landowners shall defend the same and handover a clear and marketable title along with physical possession to the Developer which is the basic essence of this development agreement, therefore any litigation or other encumbrances which may obstruct the construction work shall be the sole liability of the Land Owners and the Developer herein shall allow a period of 2(Two) months to the Land Owners to clear such disputes for commencement of the construction work, failing which the Land Owners shall compensate the First Party for loss of capital expenses and notional losses @ of 15% p.a. from the date of expenditure the date of recovery of such loss.

DEVELOPER'S INDEMNITY:

The Developer hereby undertakes to keep the Landowners indemnified against third party claiming and actions arising out of any sort of act of omission or commission of the Developer in relation to the construction of the said building/s against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions about the development of the said premises and/or for any defect therein.

MISCELLANEOUS:

1. **Contract Not Partnership:** The Landowners and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the

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Landowners and the Developer in any manner nor shall the parties hereto be constituted as association of persons.

2. **Not specified Premises:** It is understood that from time to time to facilitate the construction of the building/s by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowners and various applications and other documents may be required to be signed or made by the Landowners related to which specific provisions may not have been mentioned herein. The Landowners hereby undertake to do all such legal acts, deeds, matters and things as and when required and the Landowners shall execute any such additional power of attorney and/or authorization as may be required by the Developer for any such purposes and the Landowners also undertake to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowners and/or against the spirit of these presents.



Not Responsible: The Landowners shall not be liable or any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

4. **Process of Issuing Notice:** Any notice required to be given by the Developer to the Landowners shall without prejudice to any other mode of service available be deemed to have been served on the Landowners if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been

served on the Developer by the Landowners if delivered by hand and

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[Handwritten Signature]
Name: Shan

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acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.

5. **Formation of Association:** After the completion of the said building/s and receiving peaceful possession of the allocation, the Landowners hereby agree to abide by all the rules and regulations to be framed by any society/association/holding organization and/or any other organization, who will be in charge or such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.
6. **Name of the Building:** The name of the building/s shall be decided mutually by the Developer and the Landowners in due course.
7. **Right to borrow fund:** The Developer shall be entitled to borrow money at his risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowners or effecting their estate and interest in the said premises it being expressly agreed and understood that in no event the Landowners nor any of their estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developer shall keep the Landowners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
8. **Documentation:** The Landowners delivered all the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the Landowners will bound to produce documents in original before any competent authority for inspection.
9. **Maintenance:** The Landowners will bear and pay proportionate cost of maintenance charges of their Owner's Allocation as described in the



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Schedule "E" hereunder written to the Developer/Association (so to be formed later on), from the date of taking possession of their Owner's Allocation.

10. The Electrical Transformer will be installed by the CESC LTD/WBSEDCL in the project. The process of installation of transformer will be taken by the developer. The Developer will not be liable for any delay caused by CESC LTD./WBSEDCL regarding installation of Transformer in the project within the stated period of handing over the possession and under no circumstances; the Landowners and purchaser/s of the building will blame and will take any steps on this point to the developer.
11. That the Developer shall demolish the existing structure at their own cost and consideration received from the sale of the old structure and material shall be received by the Developer exclusively.
12. That if the Landowners herein like or intend to do extra work inside in their allotted portion apart from the **Schedule - "F"** mentioned herein below then the same should be done at their own cost without replacing or damaging the original structure of the building.

FORCE MAJEURE:

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

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

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[Handwritten Signature]

[Handwritten Signature]

DISPUTES:

Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:

- **Constitution of Arbitral Tribunal:** The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Landowners.
- **Place:** The place of arbitration shall be Kolkata only.
- **Binding Effect:** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

JURISDICTION:

In connection with the aforesaid arbitration proceeding, only the District Judge, at Darjeeling District and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.

SCHEDULE "A" ABOVE REFERRED TO**("said Premises")**

ALL THAT piece and parcel of land measuring 5(Five) Cottah more or less recorded in Sabek Khatian Nos.193/1 & 194. corresponding to L.R. Khatian Nos. 196 & 197, in R.S. Plot No.472 (Part) Corresponding to L.R. Dag No. 72, situated within Mouza Dabgram, J.L. No.2, R.S. Sheet No. 8, Pargana Baikunthapur, Police Station Bhaktinagar, Sub- Division & District Jalpaiguri, Additional District Sub-Registry Office Bhaktinagar, B.L. & L.R.O. - Rajganj, under Ward No.41 of Siliguri Municipal Corporation, in the State of West Bengal, which is butted and bounded as follows :

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SILIGURI

Benru Saha



- ON THE NORTH BY** :- Land of Bhakti Bahadur Chhetri;
- ON THE SOUTH BY** :- Land of Kishore Laljee;
- ON THE EAST BY** :- Land of Baneswari Devi;
- ON THE WEST BY** :- 20 feet wide S.M.C. Road.

SCHEDULE "B" ABOVE REFERRED TO
(the Landowners' Allocation)

LANDOWNERS' ALLOCATION: The Landowners/Owners shall receive 50% of the total sanction area which shall be demarcated only after receiving the building sanction plan from the Competent Building Plan Sanctioning Authority.

SCHEDULE "C" ABOVE REFERRED TO
(Developer's Allocation)

DEVELOPER'S ALLOCATION: The Developer shall receive 50% (Fifty Percent) ratio of the sanctioned area which is the remaining portion of the entire building/s (excluding Landowners' Allocation as described above) will be exclusively be treated as Developer's Allocation, with exclusive power to sell, transfer and convey the units under the purview of Developer's Allocation to any third parties.

SCHEDULE "D" ABOVE REFERRED TO
(COMMON FACILITIES AND AMENITIES)

THE OWNER AND THE INTENDING PURCHASER OR PURCHASERS ARE ENTITLED TO COMMON USER OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE:

1. The Foundation Column, Beams, Supports, Corridor, Lobbies, Stair Ways, Entrance and Exists Path ways.
2. Drains : Sewerage from the premises to the main road.
3. Water Reservoir.
4. Drainage Pipes from the Units to the Drains and swear connection to the premises.

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Bansu Sarker

5. Toilets on the Ground Floor of the premises for use of the Durwans, Caretakers of the premises and/or servants.
6. Meter room.
7. Boundary Walls of the premises including outside wall of the building and main gate.
8. COMMON PARTS :
 - a) Pump and Meter with installation and room thereof.
 - b) Water pump, underground reservoir, water pipes and other common plumbing installation and space required thereto.
 - c) Transformer (if any), electric wiring meter for lighting stair case lobby and other common areas (excluding those as are installed for any particular floor) and space required thereto.
 - d) Windows, Doors and other fittings of the common area of the premises.
 - e) Lift and there accessories installations and space required therefore.
 - f) Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said premises of the building as are necessary for use and occupancy of the Units as are required.



SCHEDULE "E" ABOVE REFERRED TO
(COMMON EXPENSES)

The proportionate expenses which will be borne by the Purchaser and the Owners with other occupiers or Owners of the flats of the said building:

1. The cost of maintaining, repairing, white washing, painting, re-building, replacing and decorating the main structure of the said building including the exterior thereof and in particular the common portion of the roof, terrace if any, landing and staircase of the said building, rain water pipes, motor pumps, tube well gas pipes, electrical wires, sewerage and all other common parts of the fixtures, fittings and equipment in, under or upon the said building enjoyed or used in common by the occupiers thereof.
2. The cost of acquisitions, legal proceedings, cost of cleaning, and electricity of the common entrances, passages, landings, staircase, main walls and

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other parts of the said building as enjoyed or used in common by the occupiers thereof.

3. The salary of managers, clerks, bills collectors, chowkidars, plumbers, electricians, sweepers etc. as decided by the Association.
4. The cost of working, repairing, replacement and maintenance of lights, pumps and other plumbing work including all other service charges for services rendered in common to all other occupiers.
5. Municipal and other taxes (both Owners and occupiers) and other outgoings.
6. Insurance of the building against fire, earthquake or any other damages caused by natural calamities.
7. All electricity charges payable in common for the said building.

SCHEDULE "F" ABOVE REFERRED TO
(SPECIFICATIONS)

1. **Building:** The complex has a R.C.C structures.
2. **Walls:** Outer wall 8" thick, inner wall 5"/3" thick.
3. **Door:** Main door shall laminated flush door and all internal doors shall flush door.
4. **Floor:** All floors are vitrified tiles flooring.
5. **Kitchen:** Tiles Flooring, Green Polish, cooking platform with 3 ft glazed tiles one sink stainless steel, one exhaust fan point, two water points with CP. Bib Cock (one).

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Pashupati Shah
NOTARY SILIGURI

Benu Saha.

6. **Electrical:** All wiring will be good quality wire concealed and good quality switch fitting and developer will bear necessary expenses to install electric main meter from CESC Ltd.
7. **Toilets:** Glazed tiles upto 6 ft. height from floor level concealed piping shower point, WC attached toilets 6 ft. tiles and attached toilet with plane commode. Floor will be floor tiles. All toilets fitting complete with system and Bib cock and Gyser point.
8. **Interior Wall coats:** All interior walls will be finished with a coat of Putty and strainer colour finished.
9. **External Work:** Weather cote.
10. **Window:** Aluminum frame window.
11. **Grill Covered Grill:** Square covered grill for window, balcony fully grill covered and one collapsible gate shall provide outside of the main door.
12. **Toilets:** Tiles flooring, PVC door, Glazed tiles upto 6 ft height from floor level concealed piping, shower point, exhaust fan.
13. **WC:** Tiles flooring. Glazed tiles upto 6 ft. height from floor level concealed piping, shower point, exhaust fan.
14. **Stair Case:** Tiles flooring with MS Grill railing.



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Extra Work Any extra work other than the standard schedule shall be charged extra as described by the builder/developer or their engineer and such amount shall be deposited before the execution of such work.

IN WITNESS WHEREOF the parties hereto above-named set and subscribed their respective hands and signature on this deed on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

by the **OWNERS** and the **DEVELOPERS**

at Kolkata, in the presence of

WITNESSESS

1. Somnath Sarkar, s/o - S.C. Sarkar
Sanya Sikha Sarani
Haiderpara, Siliguri
Somnath Sarkar.



Benu Saha
 20/07/21

SIGNATURE OF THE OWNERS/LANDOWNERS

2. Malay Roy, s/o. S.C. Roy
Ashram para, Siliguri.
M. Roy

SAHA BUILDERS

Benu Saha
 Proprietor

SIGNATURE OF THE DEVELOPERS

Drafted and prepared by me

Solemnly Affirmed & Declared
 Before me on Identification
 30/07/21
 Pashupati Shah
 Notary SILIGURI