







Certified that the Document is saimitisd to Registration and the Signature Sheet and the Endorsement Sheet attached to this Document are part of this Document

Addl. District Sub-Registra: Bhakki Nagar, Jaipagni

3 AUG 2018

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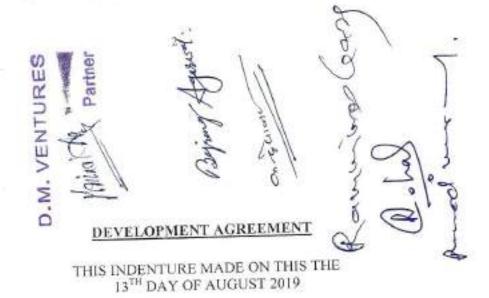
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JAYA RANI DAS
Licence No.1 of 99-2000
AddLDSR Office, Rajganj, Jakoakouri



Addi. Dist Sub-Registrar Bhakti Nagar, Dist-Jalgaiguri

1 3 AUG 2019



BETWEEN

 SRI BAJRANG AGARWAL(P.A.No AGAPA5242Q) Bhagwan Das Agarwal, 2. SRI KANHAYA LAL AGARWAL(P.A.No AEOPA2951A) S/O Late Phusaram Agarwal@Phusram Agarwal, 3, SRI RAM NIWAS GARG(P.A.No ACCPA4375N) S/O Late Bhagwan Das Garg, 4. SRI RAKESH SINHAL (P.A.No AYOPS4363N) S/O Sri 5. SRI PRAMOD KUMAR SINHAL(Sinhal 8 Radheshyam P.A.NoAJCPS8358N) S/O Late Ram Kumar Sinhal, all are Hindu by Religion, Indian by Nationality, Business by Occupation, No.1 to No.3 are residing at Green Valley, Upper Bhanunagar, Siliguri, P.O. Sevoke Road, P.S. Bhaktinagar, Dist. Jalpaiguri, Pin-734001, No.4 residing at R. C. Mintri Road, Kalimpong, P.O, P.S & Dist. Kalimpong, Pin-734301 & No. 5 residing at Ashrampara, Siliguri, P.O & P.S-Siliguri, Dist-Darjeeling, in the West Bengal, hereinafter jointly called the "FIRST PARTIES/OWNERS" (which expression shall mean and include unless excluded by or repugnant to the context be deemed to be their legal heirs, successors, executors, administrators, legal representatives, nominees or nominees and/or assigns) of the ONE PART

AND

"M/S D. M. VENTURES", (P.A.No AAPFD1772M) a Partnership Firm, having its office at C/o Mrinal Agarwal, Platinum Square, Opposite SBI Bank, P.O & P.S. Siliguri, Dist. Darjeeling, Pin-734005, in the State of West Bengal, represented by one of its partner SRI MRINAL AGARWAL(P.A. No AKSPA1033F) S/O Sri Naresh Kumar Agarwal, Hindu by Religion, Citizen by Indian, Business by Occupation, residing at Cigerete Company Compound, S. F. Road, Siliguri, P.O. & P.S. Siliguri, Dist. Darjeeling, Pin-734001, in the State of WestBengal, herein after called the "SECONDPARTY/DEVELOPER/PROMOTER" (which expression shall mean and include unless excluded by or repugnant to the context be deemed to be its partners, administrators, Office representatives, and/or assigns) of the OTHER PART.

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Addı. Dist Sub-Registra. Bhakti Nagar, Dist-Jalpargu.

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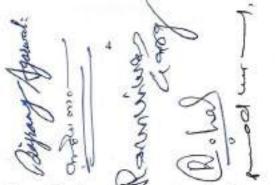
NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

WHEREAS the First Parties are the absolute owners of all that piece or parcel of land measuring 6.5(Six Point Five) Kathas, appertaining to R. S. Plot No. 203, recorded in R. S. Khatian No. 200/19, under R. S. Sheet No. 13, J. L. No 2, situated at Mouza-Dabgram, Pargana-Baikunthapur, P.S. Bhaktinagar, Dist-Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, CD Volume No. 14, Pages from 732 to 750, being Document No. 05058, for the year 2010, registered at A.D.S.R Rajganj, executed by Sri Durga Prasad Agarwal & Others of Shivaji Road, Khalpara, Siliguri and shall ever since then the First Parties have been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

AND WHEREAS the First Parties are also the absolute owners of all that piece or parcel of land measuring 15(Fifteen) Kathas, appertaining to R. S. Plot No. 203, recorded in R. S. Khatian No. 200/19, under R. S. Sheet No. 13, J. L. No 2, situated at Mouza-Dabgram, Pargana-Baikunthapur, P.S. Bhaktinagar, Dist-Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, CD Volume No. 14, Pages from 751 to 769, being Document No. 05059, for the year 2010, registered at A.D.S.R Rajganj, executed by <u>Sri Durga Prasad Agarwal & Others</u> of Shivaji Road, Khalpara, Siliguri and shall ever since then the First Parties have been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

AND WHEREAS the First Parties are also the absolute owners of all that piece or parcel of land measuring 20(Twenty) Kathas, appertaining to R. S. Plot No. 203, recorded in R. S. Khatian No. 200/19, under R. S. Sheet No. 13, J. L. No 2, situated at Mouza-Dabgram, Pargana-Baikunthapur, P.S. Bhaktinagar, Dist-Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, CD Volume No. 14, Pages from 770 to 788, being Document No. 05060, for the year 2010, registered at A.D.S.R Rajganj, executed by Sri Durga Prasad Agarwal & Others of Shivaji Road, Khalpara, Siliguri and shall ever since then the First Parties have been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.





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AND WHEREAS the First Parties are also the absolute owners of all that piece or parcel of land measuring 14.625(Fourteen Point Six Two Five) Kathas, appertaining to R. S. Plot No. 203, recorded in R. S. Khatian No. 200/19, under R. S. Sheet No. 13, J. L. No 2, situated at Mouza-Dabgram, Pargana-Baikunthapur, P.S. Bhaktinagar, Dist-Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, CD Volume No. 14, Pages from 789 to 807, being Document No. 05061, for the year 2010, registered at A.D.S.R Rajganj, executed by Sri Durga Prasad Agarwal & Others of Shivaji Road, Khalpara, Siliguri and shall ever since then the First Parties have been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

AND WHEREAS by virtue of aforesaid Four Separate Deed of Conveyance the First Parties become the sole absolute owner of the aforesaid land total measuring 56.125(Fifty Six Point One Two Five) Kathas jointly, having permanent heritable & transferable right, title & interest therein.

WHEREAS:

- A. For the purpose of an integrated development of the aforesaid land, the land owners/ First Parties have jointly decided to develop the <u>said plot</u> of land measuring in total about 56.125(Fifty Six Point One Two Five) katthas and for that purpose approached the developer firm herein to develop the said premises by constructing a multistoried building thereon to which the developer firm has agreed on the terms and conditions stated hereunder.
- B. The owners/ First Parties hereby declare that the said premises are free from all encumbrances' charges, liens, lispendences, and attachments or trust whatsoever or however created.
- C. All costs, charges and expenses in connection with preparation of the plan for construction of the building at the said premises and getting the same approved and/ or sanctioned by the Gram Panchayat/ Siliguri Municipal Corporation/Siliguri Jalpaiguri Development Authority, and for completing the construction of building at the said premises in accordance with the said plan or plans with or without any modification, shall be borne and met by the developer.

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D. Owner/First Parties have agreed to grant an exclusive right of development of the said premises in favour of the developer for the construction and on the terms and conditions stated hereinafter. The developer shall be at liberty to appoint any contractor/s, if required for the development of the said premises. And the developer shall have also liberty to include any partner or financer on his part before or during the continuation of this project and if for the said purpose if any addition is required in this agreement or a fresh agreement is required to be executed in this respect without harming any interest of the owners part then the owners shall comply with it.

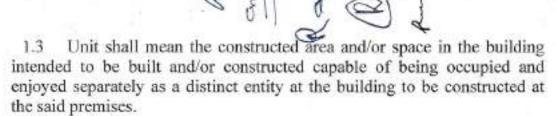
NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties herein as follows:-

ARTICLES 1 – DEFINTIONS

In this agreement, unless otherwise specifically mentioned: Owners shall mean the said persons 1. SRIBAJRANG AGARWAL S/O Sri Bhagwan Das Agarwal, 2. SRI KANHAYA LAL AGARWAL S/O Late Phusaram Agarwal@Phusram Agarwal, 3. SRI RAM NIWAS GARG S/O Late Bhagwan Das Garg, 4. SRI RAKESH SINHAL S/O Sri Radheshyam Sinhal & 5. SRI PRAMOD KUMAR SINHAL S/O Late Ram Kumar Sinhal – the said persons not only as owners but also as having whatsoever right, title or interest that he/she/they may have had or has as executor, Legatee, trustee, Beneficiary or otherwise in respect of the said premises described in the first schedule hereunder written and also his/her/their respective heirs, legal representatives, executors and assigns.

- 1.1 Premises shall mean all that the entirely of the said land more fully and particularly described in the first schedule hereunder written.
- 1.2 Building shall mean the building to be constructed at the said premises under the rules and regulations of the Gram Panchayat/ Siliguri Municipal Corporation/Siliguri Jalpaiguri Development Authority for the time being prevailing as per the plan or plans to be sanctioned by the Gram Panchayat/ Siliguri Municipal Corporation /Any other local Authority.

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- 1.4 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 to be constructed at the said premises.
- 1.5 Plan shall mean the plan or plans, elevation, design's drawings and specification of the buildings as shall be sanctioned by the Gram Panchayat/ Siliguri Municipal Corporation including revised plan, modification or variation thereof which may be made from time to time.
- 1.6 Saleable area shall mean the spaces in the new building available for independent use and occupation after making due provisions for common facilities and the space required there for.

1.7 Owners' allocation shall be:

The Land Owners allocation shall be 50% and developer allocation shall be 50% in the multistoried building to be constructed.

ARTICLE II - COMMENCEMENT.

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

ARTICLE III - OWNERS' RIGHTS & REPRESENTATIONS

3.1 The owners are absolutely seized and possessed or otherwise well and sufficiently entitled to all that the entirely of the said premises, more fully and particularly described in the first schedule hereunder written.

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- 3.2 There is no subsisting agreement for sale and/or development of the said premises with any other party or parties by the owners or any of the person/s claiming under him/her.
- 3.3 In case of any capital gains arising out of the said land, the liability of such capital gains shall be held by the First Parties.
- 3.4 The said premises is free from all encumbrances, lien, lispendences, attachment, trust, acquisition and requisition whatsoever or howsoever.

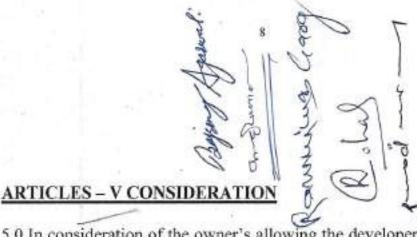
ARTICLES IV - DEVELOPER'S RIGHTS

4.1 The owners do hereby grant, subject to the provision contained herein, exclusive right to the developer to build upon and to commercially exploit the said premises and constructing the multistoried building at the said premises in accordance with the plan to be sanctioned by the Gram Panchayat/ Siliguri Municipal Corporation/Siliguri Jalpaiguri Development Authority.

All applications, plans 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 his own cost and shall be signed by the owners and/or the developer and submitted by the developer at the developer's own cost and expenses for sanction. However the owners shall give their full co-operation by their signature and also by their presence if so required at anytime during the project. All costs, charges and expenses required to be paid or deposited for submission of such plan or plans to the Gram Panchayat/ Siliguri Municipal Corporation and other authorities shall be borne and made by the developer provided however that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposits made by the Developer in connection therewith.

4.2 The developer/ second party shall have right to purchase and also shall enter in to the any agreement/joint venture agreement/ or any other agreement of the same for any piece & parcel of land adjacent to this land premises without any intimation/notice to the First Parties, they are authorized to construct the Building as per the plan to be approved by concerned authority in the entire land premises.



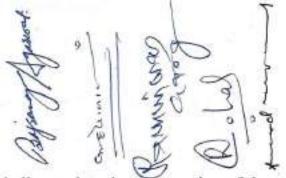


- 5.0 In consideration of the owner's allowing the developer to develop the said premises, the developer shall allocate 50% of the proposed building to the owners as owner's allocation.
- 5.1 The share of both the First Parties and the Second Party hereto shall be held in the ratio of 50% and 50% respectively.
- 5.2 The power to sell the said premises shall lie in the hands of the Second Party Only for 50% i.e. developer allocations.

ARTICLE VI -PROCEDURE

- 6.1 The owners shall grant a power of attorney in favour of the developer i.e. M/S D M Ventures to one of its partner Sri Mrinal Agarwal for obtaining necessary permission and/or sanctions from different authorities such as SMC, SJDA and all other Government and Semi government departments and authorities for Building Plan, LUCC, Aviation, Pollution, Traffic in Gram Panchayat/ Siliguri Municipal Corporation 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/ Siliguri Municipal Corporation/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.
- 6.2 That as soon as the said agreement is executed, the owners shall provide vacant land within the (30) thirty days from the date of execution of said instrument for the Developer to start Development/construction in the land. 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 & no possession right is delivered to the developer by the owners by virtue of this agreement.

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6.3 That the Developer shall complete the construction of the proposed building and handover all the agreed premises to the Owners as falling under Owner's Alocation within a period of next 36 month from the day of sanctioning of the Building plan from the concerned authority, until and unless there is any problem beyond the control of the developer.

ARTICLE VII- SPACE ALLOCATION

- 7.1 The Developer shall upon completion of the new building, allocate the owners share.
- 7.2 The area falling under "Developers Allocation" shall go to the share of the developer in consideration of its having constructed the said building at the said premises at his own costs and expenses. The allocation as aforesaid is made with mutual consent. It is hereby agreed that the Top Roof Right of the proposed building shall belong to the Owners and Developers in the ratio of 50:50(Equal)
- 7.3 The developer shall on completion of the new building put the owners in undisputed possession of the owners' allocation.
- 7.4 Subject as aforesaid, the common portion of the said new building and open space shall belong to the owners and developer in proportion to their allocated area in the proposed building as aforesaid.
- 7.5 The developer shall be exclusively entitled to the developer's allocation in the new building with exclusive right to transfer or to deal with or dispose of the same at any cost or price or consideration without any right, claim or interest whatsoever therein of the owners and the owners shall not in any way interfere with or disturb the quiet and peaceful possession of the developers allocation and/or with the possession thereof by its nominees/ purchasers.

The developer shall have every right to enter into or execute an agreement for sale with any intended purchaser of his choice and he shall have also right to receive any amount of advance from the said purchaser in lieu of the said agreement. However if the developer so requires then the owner shall be duty bound to sign & execute the said agreement for sale and thereafter go to the registry office at the time of final registry and shall be bound to execute the deed of conveyance of all the units/flats of the developer's allocation.

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7.6 The owners shall execute the deed(s) of conveyance in respect the Proportionate undivided share or interest in the land (the said premises) pertaining to the developer's allocation portions in favour of the developer or its nominee or nominees/ purchasers in such part as shall be required by the developer from time to time. The owner shall require the developer as a confirming party in the execution of deed of conveyance for his share allocation.

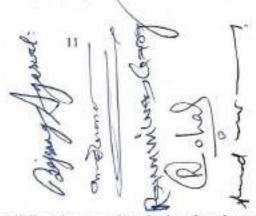
ARTICLE VII- BUILDING

- 8.1 The developer shall at its own costs, construct and complete the new building at the said premises in accordance with the sanctioned plan with good and standard materials as may be specified by the architects and as set out in the second schedule hereunder written.
- 8.2 Subject as aforesaid, the decision of developer regarding the quality of the materials and the specification as stated in the second schedule hereunder shall be final and binding upon the parties hereto.
- 8.3 the developer shall install and erect in the said building, at its own cost water storage tanks and other facilities as are required to be provided in a multi-storied building in Siliguri having self-contained units and constructed for sale of construed areas therein on ownership basis and as mutually agreed to.

ARTICLE IX - COMMON FACILITIES

9.1 The Land owners and the developer shall pay and bear all corporation taxes, insurance premiums and other statutory outgoings 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 and thereafter the developer and/or it's nominee or transferees shall bear such taxed, fees etc. in respect of the developer allocation only in the ratio of 50% to 50%.





- 9.2 As soon as the new building is completed, the developer shall give notice to the Owners requiring the Owners to take possession of the Owners allocation in the building 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 outgoings 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 Owner's 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 building if they are levied on the building as a whole.
- 9.3 The Owners and the Developer shall punctually and regularly pay for their respective allocations the said rates to the concerned authorities or otherwise as may be mutually agreed upon between the Owners and the developers and both the parties shall keep each other indemnified against all claims actions, demands costs, charges and expenses and proceeding whatsoever directly or indirectly instituted against or suffered by or pay by either of them as the case may be consequent upon a default by the Owners or the developer in this behalf.
- 9.4 The owners shall not do any act deed or thing where by the developer shall be prevented from construction and completion of the said new building at the said premises.
- 9.5 That the common electric infrastructure expenses for obtaining common and individual electric connection in proposed commercial building shall be incurred/borne by the owner/occupier of the respective flats/units of the building in proportionate manner/share. The Electric Connection charges will be paid in proportionate by the developer as well as the Owners/First Parties.
- 9.6The Owner and the Developer will jointly sell the property and keep the share as per the allocation after paying all the taxes.





ARTICLE X- COMMON RESTRICTIONS

10.1 The Owners Allocation in the said building at the said premises shall be subject to the same restriction of transfer and use as are application to the Developer, Allocation in the new building intended for the common benefits of all occupiers of the new building intended for the common benefits of all occupiers of the new building which shall include the following.

10.2 The owners' Allocation shall not use or permit to use Owner' Allocation/Developer's Allocation in the said building or any portion thereof for carrying on any illegal and/or immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the occupier of the building.

10.3 Neither party shall demolish or permit demolition of any other structure in their respective allocation or any portion thereof or make any structural alternation therein without the previous consent of the other in

writing in this behalf.

10.4 Both the parties shall abide by all laws, by-rules and regulations of the Government, Local Bodies and other statutory bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any said laws, by-laws, by-rules and regulation and/or procedures.

10.5 The respective allotters shall keep the interior and walls, drains, pipes and other fitting and fixtures and appurtenances and floors and ceilings in each of their respective allocation in the new building in good working condition and repair and in particular so as not to cause any shall damage to the new building or any other space or accommodation therein and shall keep the other occupiers of the new building properly and effectively indemnified from and against the consequences of any breach.

10.6 The parties hereto shall not do or cause or permit to be done act or thing which may render void or violable any insurance of the new building or any part thereof and shall keep each other and other occupiers of the said building harmless and indemnified from against the consequence of any breach.

10.7 Neither party shall throw or accumulated any dirt, rubbish, waste or refuse or permit the same to thrown or accumulated in or about the said building in the compounds, corridors or any other portion or portions of the said building.

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10.8 The prospective buyers may take loan from the bank or any financial institution for the purchase of the premises which is constructed on the below mentioned schedule land.

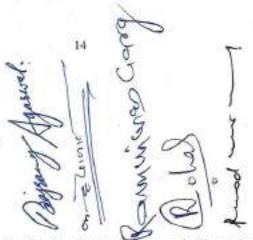
ARTICLE XI- OWNERS' OBLIGATION:

- 11.1 The Owners hereby agree and convent with the Developer not to cause any interference or hindrance in the construction of the new building at the said premises by the Developer.
- 11.2 The Land Owners covenant with the Developer that at the time of Development Works, if any dispute arise in the land of owners as described in the schedule below, then the Land Owners shall clear said disputes from their own funds.
 - 11.3 The Owners hereby agree and convent 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 said building.
 - 11.4 The Owners hereby agree and convent 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. However, the Owner shall always have the right to enter into agreement for sale/transfer in respect of the Owner's Allocation with the consent of the Developer during the period of the construction work and fulfillment of all the obligations under this agreement and/or any further agreement, the Owner shall be entitled to deal with or dispose of the portion of Owners' Allocation.

ARTICLE XII- DEVELOPER'S OBLIGATION

12.0 The Developer hereby agrees and covenants with the Owner to complete the construction of the new building at the said premises in terms of the sanctioned plan within a period of 36(Thirty Six) months from the Owners for the purpose of development after obtaining the sanctioned plan from the Gram Panchayat/ Siliguri Municipal Corporation Such period shall however exclude any delay which does not occasion due to any fault or negligence on the part of the Developer in the course of construction.

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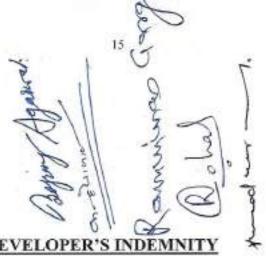


- 12.1 If any dispute arises in the land, the owners shall settle the disputes at their expenses. The Developer shall not be liable for any types of disputes on the land.
- 12.2 If for any reason or on the fault of the land owner any type of structure made by the developer on the land for developing the land or there is stoppage of work due to any fault/action of the owners, the owners shall return the full amount as invested by the developer on the land described in the schedule below and the land owners shall refund the full amount to the developers immediately with interest @12% p.a. within 3(Three) months.

ARTICLE XIII- OWNER'S 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 parrot to be observed and performed.-
- 13.2 The Owners hereby undertake to keep the Developer indemnified against all third party claim and action against the said premises in respect of the Owners Allocation and Developer's Allocation at the said premises.
- 13.3 That in case, if any situation desire, the legal heirs shall also be bound by the terms & conditions of this agreement, if needed they shall also participate in the execution of deeds/sale deeds/Power attorney/ instruments of transfer.
- 13.4 That the second party shall be entitled to enter in to any separate agreement/deeds with any other land's owners.
- 13.5 In case of death of any of the Landlords, then in that event, their respective successors/heirs will remain bound by this Development Agreement as well as to execute the Sale Deeds in favour of prospective buyers to be selected by the Developer and also remain bound to execute an irrevocable Power of Attorney authorising the same power in favour of the Developer.





ARTICLE XIV- DEVELOPER'S INDEMNITY

- 14.1 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and action 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 at the said premises.
- 14.2 The Developer hereby undertakes to keep the Owners indemnified against all action, suit, costs, proceedings and claims that may arise out of the Developer/s actions with regard to the development of the said premises.

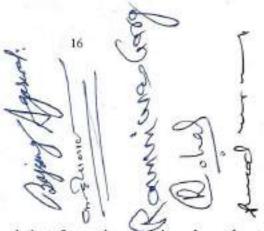
POWER OF ATTORNEY

- The owners shall grant a power of attorney in favour of the developer for obtaining necessary permission and/or sanctions from different authorities 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/ Siliguri Municipal Corporation/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.
- That the First Parties shall arrange to execute a General Power of Attorney appointing the Second Party or any other person as nominated by the Second Party for this purpose to sale and convey the Second Party's Share/developer allocation in the said building premises to the intending purchaser/s as may be desired by the Second Party.

ARTICLE XV- MISCELLANCEOUS

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

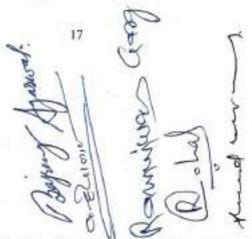




15.2 It is hereby understood that from time to time in order to facilitate the construction of the new building at the said premises by the developer, various deeds, matters and things not herein specified may be required to be done by the developer and for which the developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specified provisions may not have made herein and the Owners hereby undertake to do all such act, deeds, matter 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 Owner also undertake to sigh 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 anyway Infringe the right of the Owners and/or go against the sprit of this Agreement.

- 15.3 Any notice required to be given by the Developer shall without prejudice to any other mode of service available, be deemed to have served on the Owners, if delivered by hand and duly acknowledged or sent by prepaid Registered Post with acknowledgement due and shall likewise be deemed to have been served on Developer if delivered by hand or sent by pre-paid registered Post with acknowledgement due to the officer of the developer, the proper address in all cases being the respective addresses as reflected in this Agreement.
- 15.4 As and from the fate of completion of the said building, the Developer and/or its transferees and the Owners and/or his transferees shall each be liable to pay bear proportionate charge on account of all taxes payable in respect of their allocations.
- 15.5 The entire top roof/terrace of new building shall belong to the Developer and owners in the ratio of 50:50 respectively.
 - 15.6 The Owners and the Developer Shall mutually decide the name of the said building to be constructed at the said premises.
- 15.7 The original deeds in respect of the land shall be held by the Owners. The Owners shall produce the original Deeds promptly before any authority as and when required.

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15.8 In case of any capital gain of landowner will be borne by them and any tax liability of developer will be borne by developer only.

ARTICLE XVI- FOR MAJEURE

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 Force Measure and shall be suspended from the obligation during the duration of Force Measure.

16.2 Force Measure shall mean flood, heavy rain, earthquake, riot, war, storm, tempest, civil commotion and/or any other act or commission beyond the control of the parties hereto.

ARTICLE XVII- ARBITRATION

17.0 In case of any dispute, differences or question arising between the parties hereto with regard to this Agreement, the same shall be referred to the arbitration of an arbitrator to be appointed by the parties herein. If the parties do not agree upon an arbitrator, each party shall be entitled to appoint an arbitrator and the arbitrators shall appoint an umpire and the proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and/or any other statutory modification and/or enactment relating thereto.

ARTICLE XVIII- JURISDICTION

18.0 Courts at Siliguri alone shall have jurisdiction to entertain try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

poi



THE FIRST SCHEDULE ABOVE REFERED TO DESCRIPTION OF THE PREMISES

All that piece or parcel of Vacant land measuring about 56.125(Five Six point One Two Five) Kathas, appertaining to R. S. Plot No. 203, recorded in R. S. Khatian No. 200/19, under R. S. Sheet No. 13, J. L. No 2, situated at Mouza-DABGRAM, Pargana-Baikunthapur, P.S. Bhaktinagar, Dist-Jalpaiguri, within Dabgram-II Gram Pnachayat Area, Addl. Dist. Sub-Registry Office Bhaktinagar, Dist. Jalpaiguri.

The said land is butted and bounded as follows :-

By the North: Land of Gopal Sarkar, Niren Roy & Others

By the South: 10 Ft. wide Non Metal Road

By the East: Land of Haren Sarkar, Sunil Sanyal & Others

By the West: 60 Ft. wide Eastern by Pass Metal Road

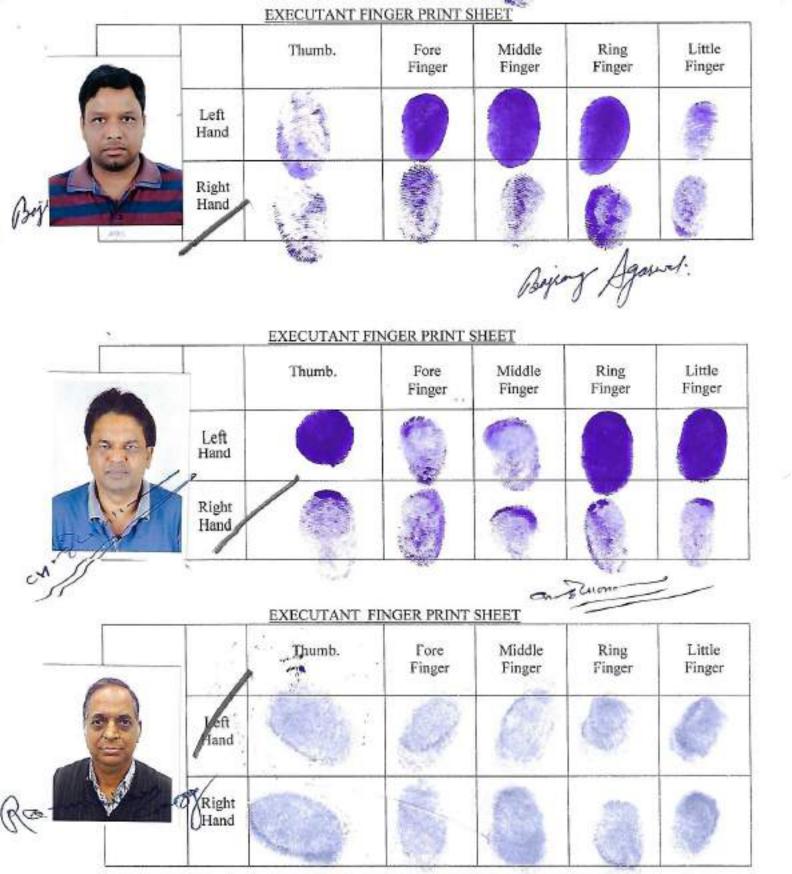
Contd. To next Sheet

IN WITNESS WHEREOF THE PARTIES have signed and have set and subscribed their respective hands and seals on these presents and on a duplicate thereof, the day and year first hereinabove written.

WITNESS:-	
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Santu Chakraborty	
S/O Late Ashim Chakraborty	
R/O-Khalpara, Siliguri	2. On-Elevene
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P.S-Siliguri	
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Manoj Kumar Kedia) Advocate, Siliguri

Regn No. WB/94/1997



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Signature

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নির্বাচকের নাম :বজরং আগারওরাল

Elector's Name : Bajrang Aparwal

পিতার নাম : তথবার নাগআগারওরাল

Father's Name : Ettagation Agarwal

লিক / Sex : পুং / M ভক্ত ভাবিব Date of Birth: 14/01/1984

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ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD

WB/02/016/147068

পরিচয় পত্র



Elector's Name Ramniwa | Garg

निर्वाप्रदेकर साम वाप्रमिशन वर्ष

Father's Name Bhagwan (as Carg.

শিতার নাম তথ্যবুদয়ার বর্গ

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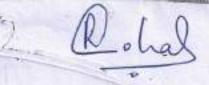
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Assembly Constituency 22-Kalimpong

विधानसभा निर्वाचन सेत्र । तर-वर्गलस्था

District: Surjecting

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ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD

WB/02/014/087086



Elector's Name

: Sinhan Pramodkumar - সিনহান সমোদকুমাৰ

Father Mother/ Hosband's Name Stat/stat/stitle-its

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Sex

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Age as on 1-1.95

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Birpara

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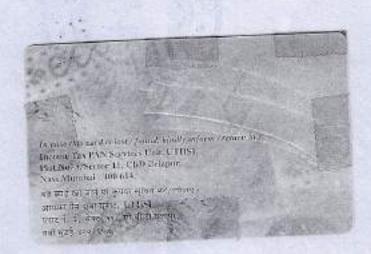
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STATIST /SIGNATURE

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आपकर आपुता, (वन्यू: अस्त), करेत, COMMISSIONER OF INCOME-TANJO.O.(, MOLIVATA)

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Major Information of the Deed

Deed No :	I-0711-05290/2019	Date of Registration	13/08/2019			
Query No / Year	ery No / Year 0711-0001308899/2019					
Query Date	12/08/2019 5:49:02 PM	Office where deed is registered A.D.S.R. BHAKTINAGAR, District: Jalpaiguri				
Applicant Name, Address & Other Details	Manoj Kedia	ct : Darjeeling, WEST BENGAL, Mobile No. :				
Transaction		Additional Transaction	A STATE OF THE PARTY OF THE PAR			
[0110] Sale, Development A agreement	Agreement or Construction	[4305] Other than Immo Declaration [No of Declaration Immovable Propert Agreement : 1]	ration: 1), [4308] Other			
Set Forth value		Market Value				
		Rs. 5,06,18,576/-				
Stampduty Paid(SD)		Registration Fee Paid				
Rs. 75,020/- (Article:48(g))		Rs. 21/- (Article:E, E, E				
Remarks		, , , , , , , , , ,				

Land Details:

District: Jalpaiguri, P.S.- Bhaktinagar, Gram Panchayat: DABGRAM-II, Mouza: Dabgram Sheet No - 13, Jl No: 2, Pin Code: 734008

Sch No	Number	Khatian Number	Land Proposed	Use ROR	Area of Land	The second secon	Market Value (In Rs.)	Other Details
LI	RS-203	RS-200	Bastu	Bastu	56.125 Katha		5,06,18,576/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
	Grand	Total:			92,6063Dec	0 /-	506,18,576 /-	

Land Lord Details :

Name	Photo	Finger Print	Signature
Shri Bajrang Agarwal (Presentant) Son of Shri Bhagwan Das Agarwal Executed by: Self, Date of Execution: 13/08/2019 , Admitted by: Self, Date of Admission: 13/08/2019 ,Place : Office			Parkery Against
Green Valley Upper Bhanung	12/08/2019	LTI 13/06/2019	13/08/2010

Shri KanhayaLal Agarwal
Son of Late Pusharam
Agarwal
Executed by: Self, Date of
Execution: 13/08/2019
, Admitted by: Self, Date of
Admission: 13/08/2019 ,Place
: Office

| 13/08/2019 | LTT | 13/08/2019 |

Green Valley Upper Bhanunagar, Siliguri, P.O:- Sevoke Road, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN - 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AEOPA2951A, Status: Individual, Executed by: Self, Date of Execution: 13/08/2019

, Admitted by: Self, Date of Admission: 13/08/2019 ,Place: Office

Name	Photo	Finger Print	Signature
Shri Ram Niwas Garg Son of Late Bhagwan Das Garg Executed by: Self, Date of Execution: 13/08/2019 , Admitted by: Self, Date of Admission: 13/08/2019 ,Place ; Office			Rannon un he
	13/08/2019	13/06/2019	12/08/2015

Green Valley Upper Bhanunagar Siliguri, P.O:- Sevoke Road, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN - 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACCPA4375N, Status :Individual, Executed by: Self, Date of Execution: 13/08/2019

, Admitted by: Self, Date of Admission: 13/08/2019 ,Place: Office

1	Name	Photo	Finger Print	Signature
	Shri Rakesh Sinhal Son of Shri Radheshyam Sinhal Executed by: Self, Date of Execution: 13/08/2019 , Admitted by: Self, Date of Admission: 13/08/2019 ,Place : Office			O chal
		13/08/2019	E3106/2016	13/66/2015

R C Mintri Road Kalimpong, P.O:- Kalimpong, P.S:- Kalimpong, District:-Kalimpong, West Bengal, India, PIN - 734301 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AYQPS4363N, Status: Individual, Executed by: Self, Date of Execution: 13/08/2019, Admitted by: Self, Date of Admission: 13/08/2019, Place: Office

5	Name	Photo	Finger Print	Signature
	Shri Pramod Kumar Sinhal Son of Late Ram Kumar Sinhal Executed by: Self, Date of Execution: 13/08/2019 , Admitted by: Self, Date of Admission: 13/08/2019 ,Place : Office	與		MJ U.
3		13/08/2019	12/06/2019	13/08/2019

Ashrampara Siliguri, P.O:- Siliguri, P.S:- Siliguri, District:-Darjeeling, West Bengal, India, PIN - 734006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AJCPS8358N, Status:Individual, Executed by: Self, Date of Execution: 13/08/2019, Admitted by: Self, Date of Admission: 13/08/2019, Place: Office

Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
1	DM Ventures Platinum Square , Opp SBI Bank, P.O Siliguri, P.S Siliguri, District:-Darjeeling, West Bengal, India, PIN - 734005 , PAN No.:: AAPFD1772M, Status :Organization, Executed by: Representative

Representative Details:

Nan	ne	Photo	Finger Print	Signature
Shri Mrinal Aga Son of Mr Nares Agarwal Date of Execution 13/08/2019, , Ad Self, Date of Adn 13/08/2019, Pla Admission of Exe	h Kumar n - Imitted by; nission: ce of			Hairey Agra
		Aug 13 2019 2:28PM	- LTI 13/08/2019	13/08/2019

Identifier Details:

Name	Photo	Finger Print	Signature
Mr Santu Chakraborty Son of Late Ashim Chakraborty Khalpara Siligun, P.O. Siliguri Bazar, P.S Siliguri, District-Darjeeling, West Bengal, India, PIN - 734005			Sant ching
	13/08/2019	13/08/2019	1306/2019

Identifier Of Shri Bajrang Agarwal, Shri KanhayaLal Agarwal, Shri Ram Niwas Garg. Shri Rakesh Sinhal, Shri Pramod Kumar Sinhal, Shri Mrinal Agarwal

Transfer of property for L1			
SI.No	From	To. with area (Name-Area)	
1	Shri Bajrang Agarwal	DM Ventures-18,5212 Dec	
2	Shri KanhayaLal Agarwal	DM Ventures-18.5212 Dec	
3	Shri Ram Niwas Garg	DM Ventures-18.5212 Dec	
4	Shri Rakesh Sinhal	DM Ventures-18.5212 Dec	
5	Shri Pramod Kumar Sinhal	DM Ventures-18.5212 Dec	

Endorsement For Deed Number: I - 071105290 / 2019

On 13-08-2019

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

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

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

Presented for registration at 13:18 hrs. on 13-08-2019, at the Office of the A.D.S.R. BHAKTINAGAR by Shri. Bajrang Agarwal, one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001).

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 5,06,18,576/-

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

Execution is admitted on 13/08/2019 by 1. Shri Bajrang Agarwal, Son of Shri Bhagwan Das Agarwal, Green Valley Upper Bhanunagar, P.O. Sevoke Road, Thana: Bhaktinagar, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 2. Shri KanhayaLal Agarwal, Son of Late Pusharam Agarwal, Green Valley Upper Bhanunagar, Siliguri, P.O. Sevoke Road, Thana: Bhaktinagar, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 3. Shri Ram Niwas Garg, Son of Late Bhagwan Das Garg, Green Valley Upper Bhanunagar Siliguri, P.O. Sevoke Road, Thana: Bhaktinagar, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 4. Shri Rakesh Sinhal, Son of Shri Radheshyam Sinhal, R.C. Mintri Road Kalimpong, P.O. Kalimpong, Thana: Kalimpong, Kalimpong, WEST BENGAL, India, PIN - 734301, by caste Hindu, by Profession Business, 5. Shri Pramod Kumar Sinhal, Son of Late Ram Kumar Sinhal, Ashrampara Siliguri, P.O. Siliguri, Thana: Siliguri, Darjeeling, WEST BENGAL, India, PIN - 734006, by caste Hindu, by Profession Business Indetified by Mr Santu Chakraborty, Son of Late Ashim Chakraborty, Khalpara Siliguri, P.O. Siliguri Bazar, Thana: Siliguri, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Private Service

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

Execution is admitted on 13-08-2019 by Shri Mrinal Agarwal, Partner, DM Ventures, Platinum Square, Opp SBI Bank, P.O.- Siliguri, P.S.- Siliguri, District-Darjeeling, West Bengal, India, PIN - 734005

Indetified by Mr Santu Chakraborty, , , Son of Late Ashim Chakraborty, Khalpara Siliguri, P.O. Siliguri Bazar, Thana: Siliguri, , Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Private Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/08/2019 6.24AM with Govt. Ref. No. 192019200057892121 on 12-08-2019, Amount Rs. 21/-, Bank: Union Bank of India (UBIN0530166), Ref. No. 34886057 on 12-08-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 70,020/Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs. 10/-

 Stamp: Type: Impressed, Serial no 18056, Amount: Rs.5,000/-, Date of Purchase: 26/07/2019, Vendor name: Jaya Rani Das

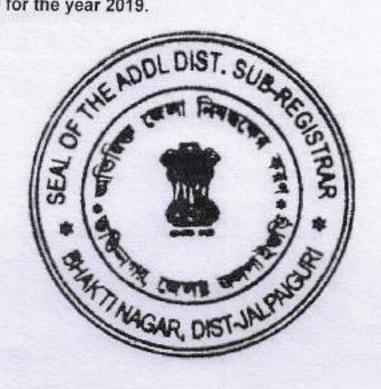
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/08/2019 6:24AM with Govt. Ref. No. 192019200057892121 on 12-08-2019, Amount Rs: 70,020/-, Bank: Union Bank of India (UBIN0530166), Ref. No. 34886057 on 12-08-2019, Head of Account 0030-02-103-003-02

- July -

Tapash Kanti Ghosh
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
Jalpaiguri, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I Volume number 0711-2019, Page from 138222 to 138263 being No 071105290 for the year 2019.



-July

Digitally signed by TAPASH KANTI GHOSH

Date: 2019.08.19 17:53:28 +05:30 Reason: Digital Signing of Deed.

(Tapash Kanti Ghosh) 19-08-2019 17:52:48 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BHAKTINAGAR West Bengal.

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