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

Ad-ll. District Sub-Registrar
Bhakti Nagar, Jalpaiguri
16 MAR 2023

Kenan Bishoi De

DM VENTURES
Partner
Dimple De

Visit Commission Case No. 257/23

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE
14TH DAY OF MARCH, 2023

Q 2000674146/23

NO. 857 DATED 13/3/23
SOLD TO DM VENTURES
OF SILIGURI
RUPEES 5000



S. K. Sarma
S. K. Sarma
STAMP VENDOR,
A.D.S.R. Office, Siliguri
I/Nr. 8/1975

Konno Achary Das



751

Konno Achary Das



752

DM VENTURES

Deepa Agastya
PARTNER



753

Pankaj Kumar
3/0 Cate. Margachal
36 Asha Parva Sarani
Pardhan Nagar Siliguri
2/5 E P/O Pardhan Nagar

Addl. Dist Sub-Registrar
Bhakti Nagar, Dist-Jalpaiguri

15 MAR 2023

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BETWEEN

Gostha Behari Das

DM VENTURES
- Deepak Kumar Agarwal
PARTNER

DR GOSTHA BEHARI DAS @ GOSTHA BIHARI DAS, [PAN : AEEP4810M & AADHAAR : 8614 4791 2911], son of Late Dr Nikunja Behari Das @ Nikunja Bihari Das, Hindu by Religion, Indian by Nationality, Gynaecologist by Profession, residing at Ram Krishna Seva Sadan, Bidhan Road, Siliguri, P.O. & P.S. Siliguri, Pin - 734001, Dist. Darjeeling, in the State of West Bengal - hereinafter referred to as the "LANDOWNER / FIRST PARTY" (which expression shall mean and include unless excluded by or repugnant to the context be deemed to be his heirs, executors, administrators, legal representatives and assigns) of the "ONE PART".

AND

DM VENTURES, [PAN : AAPFD1772M], A Partnership Firm, having its Registered Office at C/o Mrinal Agarwal, Platinum Square, Opposite S.B.I. Bank, S.F. Road, P.O. Siliguri Bazar, P.S. Siliguri, Pin - 734005, Dist. Darjeeling, in the State of West Bengal and represented by one of its PARTNER - SRI DEEPAK KUMAR AGARWAL, [PAN : ACZPA4957D & AADHAAR : 6195 0242 1028], son of Late Shyam Sundar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, residing at Rasraj Sweets Parlour, Railgate, Mahabirasthan, P.O. Siliguri Town, P.S. Siliguri, Pin - 734004, District Darjeeling, in the State of West Bengal, India - hereinafter referred to as the "DEVELOPER / SECOND PARTY" (which expression shall mean and include unless excluded by or repugnant to the context its partners, executors, administrators, successors, representatives and assigns) of the "OTHER PART".

I. WHEREAS vide Nine separate Deeds as detailed below, the Landowner became the Owner of 160 Kathas 11 Chhataks of land and out of which the Landowner has entered into this Development Agreement for land to the extent of 193.139 Decimals rounded off 193.14 Decimals only.

(A.) AND WHEREAS the Landowner became the absolute owner of all that piece or parcel of total land measuring 3 Bigha 9 Katha equivalent to 69 Kathas, out of which 3 Katha 8 Chhataks in RS Plot No. 349 recorded in RS Khatian No. 459/1, 3 Bigha 3 Katha equivalent to 63 Kathas in 348 recorded in RS Khatian No. 459/5 and 2 Katha 8 Chhataks in RS Plot No. 349 recorded in RS Khatian No. 459/7, under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. 1, Volume No. 34, Pages from 35 to 40, being **Document No. 3000 for the year 1995** and registered in the office of the District Sub Registrar Jalpaiguri, executed by Sri Narayan Chandra Pal & Others and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.



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Bhakti Nagar, Dist. Jalpaiguri

15 MAR 2022

Contra Memo. No.

DM VENTURE
PARTNER
Ankit Agarwal

(B.) AND WHEREAS the Landowner also became the absolute owner of all that piece or parcel of total land measuring 16 Kathas, appertaining to RS Plot No. 348 respectively recorded in RS Khatian No. 459/1 (6 Katha 3 Chhataks), RS Khatian No. 459/7 (6 Katha 3 Chhataks) and RS Khatian No. 459/5 (3 Katha 10 Chhataks), under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, CD Volume No. 3, Pages from 5561 to 5575, being **Document No. 1294 for the year 2010** and registered in the office of the District Sub Registrar Jalpaiguri, executed by Sri Bablu Mandal & Others and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

(C.) AND WHEREAS the Landowner also became the absolute owner of all that piece or parcel of total land measuring 7 Katha 11 Chhataks, appertaining to RS Plot No. 348 respectively recorded in RS Khatian No. 459/1, 459/5 and 459/7, under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Conveyance, recorded in Book No. I, CD Volume No. 6, Pages from 2617 to 2626, being **Document No. 2413 for the year 2010** and registered in the office of the District Sub Registrar Jalpaiguri, executed by Sri Ankit Agarwal and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

(D.) AND WHEREAS the Landowner also became the absolute owner of all that piece or parcel of total land measuring 10 Kathas, appertaining to RS Plot No. 348 respectively recorded in RS Khatian No. 459/7, under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Conveyance, recorded in Book No. I, Volume No. 0711-2019, Pages from 171161 to 171179, being **Document No. 071106625 for the year 2019** and registered in the office of the Additional District Sub-Registrar Bhaktinagar, Dist. Jalpaiguri, executed by Sri Kishore Kumar Agarwal and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

(E.) AND WHEREAS the Landowner also became the absolute owner of all that piece or parcel of total land measuring 5 Kathas, appertaining to RS Plot No. 349 recorded in RS Khatian No. 459/5, under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, Volume No. 25, Pages from 385 to 388, being **Document No. 2363 for the year 1997** and registered in the office of the Additional District Sub Registrar Jalpaiguri, executed by Panchshwari Roy & Others and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

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Addl. Dist Sub-Registrar
Bhakti Nagar, Dist-Jalpaiguri
15 MAR 2023

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DM VENTURES
PARTNER
Deepak Singh

(F.) AND WHEREAS the Landowner also became the absolute owner of all that piece or parcel of total land measuring 4 Katha 8 Chhataks, appertaining to RS Plot No. 348, 349, 350 & 354 recorded in RS Khatian No. 459/5, under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, Volume No. 6, Pages from 317 to 320, being **Document No. 0471 for the year 2003** and registered in the office of the District Sub Registrar Jalpaiguri, executed by Sri Karma Roy & Others and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

(G.) AND WHEREAS the Landowner also became the absolute owner of all that piece or parcel of total land measuring 7 Katha 8 Chhataks, appertaining to RS Plot No. 348 recorded in RS Khatian No. 459/5 (2 Katha 4 Chhataks) and RS Plot No. 349 recorded in RS Khatian No. 459/1 (5 Katha 4 Chhataks), under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, Volume No. 34, Pages from 41 to 44, being **Document No. 3001 for the year 1995** and registered in the office of the District Sub Registrar Jalpaiguri, executed by Sri Shamal Singh Roy @ Khamal Singh Roy and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

(H.) AND WHEREAS the Landowner also became the absolute owner of all that piece or parcel of total land measuring 33 Decimals equivalent to 20 Kathas, appertaining to RS Plot No. 348, 349, 350 & 354 recorded in RS Khatian No. 459/5, under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, Volume No. 12, Pages from 349 to 352, being **Document No. 1074 for the year 1995** and registered in the office of the District Sub Registrar Jalpaiguri, executed by Sri Ajay Kumar Banik and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

(I.) AND WHEREAS the Landowner became the absolute owner of all that piece or parcel of total land measuring 21 Kathas, in RS Plot No. 348 recorded in RS Khatian No. 459/5, under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, Volume No. 0711-2016, Pages from 35016 to 35043, being **Document No. 1837 for the year 2016** and registered in the office of the Additional District Sub Registrar, Bhaktinagar, District- Jalpaiguri, executed by Sri Dolo Roy & Others and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.



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Bhakti Nagar, Dist-Jalpaiguri

15 MAR 2023

Contract Registration
DM VENTURES
Partner
D. S. Rao

II. AND WHEREAS the Landowner have conceptualized a Project (as elaborated in Annexure - A to this Agreement) to be constructed on the Schedule land measuring 193.14 Decimals.

III. AND WHEREAS the Landowner, in order to put his contemplation and scheme into action has approached the Second Party to promote and develop the said Project on the Schedule land under certain term and conditions.

IV. AND WHEREAS the Second Party finding the offer of the First Party, reasonable and relying on the aforesaid fact has accepted the offer of the First Party, to promote and develop the said Project under certain terms and conditions mentioned herein under.

V. AND WHEREAS the parties hereto are now entering into this Agreement to record their mutual and inter se rights and obligations for developing the said Project and for joint development of the said Project in general.

VI. NOW THEREFORE in order to avoid future disputes and differences between the Parties and in consideration of the foregoing and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it has been thought fit and proper to put into writing the terms and conditions as mutually agreed by and between the Parties.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

1. DEVELOPMENT RIGHTS

1.1 THAT on the execution of these presents, the Landowners have granted development rights to develop the project, along with unrestricted access and advertisement rights with respect to the Scheduled Land together with the benefit of the development approvals to the Developer.

1.2 THAT the Developer possesses the right to advertise in the media and/or publish brochure, etc., for the sale of units / parking spaces / commercial units / utility spaces in the said Project and the cost shall be borne by the Developer.

2. CONSIDERATION AND REALISATION

2.1 THAT in consideration for the grant of the Development Rights as mentioned in clause - 1 above, from the Landowner to the Developer,

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Asst Dist Sub-Registrar
Bhakti Nagar, Dist. Jamshugur

15 MAR 2021

Laxmi Narayan Das

DM VENTURES

Partner

20/05/2024

2.1.1 The Developer has already made over a payment of Rs. 1,00,00,000/- (Rupees One Crore) only through Cheque in favour of the Landowner towards non-interest-bearing Security Deposit and the receipt of which is hereby acknowledged by the Landowner by execution of these presents. It is understood between the Parties that the Security Deposit is refundable only if the Project is completed within 3 years from the date of execution of these present as the time Essence of these presents.

2.1.2 The Developer shall allot and handover in favour of the Landowner constructed units in Total measuring to the tune of 55 % of the total constructed area of the Project inclusive of proportionate frontage in each floor as per the mutual discussions and understandings of the parties hereto.

2.2 The Developer shall be entitled to the remaining constructed area in the Project (i.e., 45%) after the allocation of the constructed area in favour of the Landowners as provisioned in clauses 2.1.2

3. PROJECT DEVELOPMENT

3.1 THAT the Developer shall develop the Project as elaborated in Annexure - A to this Agreement on the Schedule Land.

3.2 THAT the Developer has represented as per its past experience that would take around 8 months to acquire all necessary plans, elevations, designs, drawings, specifications, approvals and permissions as may be required under the rules and guidelines and/or other Applicable Laws from the appropriate authority for the development of the Project and therefore, The Developer Shall Commence the development activity and construction over the Schedule Land at the earliest, and in any case, within 12 months from the date of signing of this Agreement. The Developer also undertakes that if any violation is found by any government authority with respect to the development/construction/approval/design/environmental norm then the Developer would be solely responsible for the same.

THAT the Developer in consultation with the Landowner shall draw the implementation of Schedule of the Project.

3.3 THAT all the approvals which may be required for the development of the Project shall be obtained by the Developer at its own costs and expense; provided however that the Landowners shall provide full cooperation to the Developer in obtaining such approvals as and when sought.

3.4 THAT the Developer may undertake the development over the Schedule Land either by itself or through any sub-contractors and sub-divide the work or appoint sub-contractors as it may deem fit and proper.

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Adl. Dist Sub-Registrar
Bhakti Nagar, Dist. Jabalpur

15 MAR 2023

Landlord's Deed

DM VENTURES

[Signature]
PARTNER

[Signature]

THAT the entire cost of development/construction of the Project, including fees, taxes thereon or any other payments/levy (including statutory dues to workmen, employees, etc.) which may be payable to the architect, engineers, contractors, sub-contractors staff and workmen shall be borne by and paid for solely by the Developer.

3.5 THAT the Developer shall develop the Project always in accordance with the applicable law. The Developer shall ensure that quality standards are maintained while developing the Project.

3.6 THAT it is agreed between the parties that the name of the Project shall be decided as per mutual decision of both the parties.

3.7 THAT the Developer shall be at complete liberty to carry out non-material changes to the nature of development over the Schedule Land, which shall not adversely affect the interests of Landowner.

4. POSSESSION AND RIGHT TO TRANSFER

4.1 THAT the Landowners shall handed over the peaceful and vacant possession of the Schedule Land to the Developer as on the date of commencement of construction.

The Developer may store the building materials as per requirement and employ a guard/chowkidar or any other staff or may take other security measures.

4.2 THAT the Landlords have as on the date hereof, handed over a certified copy of the original title Deeds of the Schedule Land to the Developer.

4.3 THAT the Landowners have, as on the date hereof executed Power of Attorney in favour of the Developer to do all acts and deeds necessary on their behalf for the development of the Schedule Land, deal with the Schedule Land in accordance with this Agreement and to give effect to this Agreement and shall ensure and procure execution of such Power of Attorney from the Landowner to enable the Developer to carry out development and completion of the Project and confer upon the Developer the right to sell or transfer parking spaces / commercial units / utility spaces of the Developer's Allocation in the said project, independently, without any prior consent or execution of the Landowner.

4.4 THAT the Landowner agrees and undertakes that they will execute and deliver such documents, deeds, no-objection certificates, authorizations and take such other actions that may be required for the Developer to market and sell the developed areas of the Project and as may be requested by the Developer to consummate more effectively the purposes or subject matter of this Agreement.

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Addl. Dist Sub-Registrar
Bhakti Nagar, Dist. Jalpaiguri

15 MAR 2023

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DM VENTURES
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PARTNER

4.5 THAT the Landowner reserves their right to sell or transfer parking spaces / commercial units / utility spaces of the Landowner Allocation in the said project and shall not be confined/ regulated by any prior consent of the Developer for executing an instrument for such sale or transfer.

5. REPRESENTATIONS & WARRANTIES

5.1 THAT the Landowners hereby represent and warrant to the Developer that the Landlords:

- (a) have a clear and marketable title to the Scheduled Land free from all or any encumbrances, charges, liens, lispendens, acquisition, requisitions, claims and demands, and the Schedule Land is capable of being developed into the Project;
- (b) shall provide all information as concerning any future acquisition of land which is capable of becoming part of the Schedule Land in accordance with this Agreement;
- (c) have acquired the Schedule Land free of any attachment by any governmental authority or lender or creditor or other person, including any revenue authority;
- (d) have acquired the Schedule Land free of any litigation, acquisition proceedings under the Land Acquisition Act, or proceedings under any urban, agricultural or other land ceiling laws;
- (e) ensure that they shall have no objection or claim if the Developer consolidates adjacent land for development and expansion of the said project and that the entitlement of the Landowners shall remain confined to the allocations made in the said project upon the Scheduled land and not upon the adjacent land intended to be consolidated;
- (f) shall at the request of the Developer execute all such documentation which may be deemed necessary for the development of the Schedule Land, including all and any documentation to be submitted with the government departments / bodies;
- (g) undertakes to signify their consent to the plans, elevations, designs, drawings, specifications, etc. as proposed by the Developer and to sign it and all other incidental and necessary papers for approval of the building plan;
- (h) shall cooperate with the Developer to obtain the requisite statutory approvals, permissions, and licenses to commence the development and construction on the Schedule Land;
- (i) shall not (i) initiate, solicit or consider, whether directly or indirectly, any competitive bids from any third party whatsoever, for the development of the Schedule Land (or any

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Shakti Nagar, Dist Jalpaiguri

15 MAR 2023

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DM VENTURES
PARTNER
Dinesh Kumar

part thereof); and (ii) negotiate or discuss with any person or entity the financing, transfer, mortgage of the Schedule Land (or any part thereof);

(j) shall pay all taxes and dues including that of land revenue, relating to the period prior to the execution of these presents/commencement of the construction of the building and provide all land documents with mutation papers and khazana receipt to the Developer;

(k) shall not interfere in the development of the Project and shall not exercise any recourse over the Schedule Land; and

5.2 THAT the Developer hereby represents and warrants to the Landowner that the Developer:

(a) shall get the plans, elevations, designs, architectural drawings (as per the sanctioned Floor-Area Ratio) and specifications approved from the appropriate authority at its own cost; submission of which is to be made within One year from the date of execution of these presents, provided that an extension may be considered by the Landowner due to delay caused beyond the control of the Developer;

(b) must deliver one true copy of the proposed building plan to the Landowners before the submission of the building plan to the concerned authority for its approval;

(c) shall make khazana payments to the concerned authority till completion of the project;

(d) shall carry the sale of parking spaces / commercial units / utility spaces of the Developer's Allocation in the said project to intending buyers/allottees as per the prevailing market value;

(e) shall make timely payments to the landowners/vendors/Government Agencies;

(f) shall get the said /project registered under the provisions of the proposed legislations on its effective commencement;

(g) shall complete the said Project within three years from the date of commencement of the construction / development of the said project after passing the sanctioned building plan after from the concern authority/ies.

The Developer shall not be responsible for any failure to complete the said Project within the stipulated time, if the construction/development is prevented or delayed by an event of *force majeure*.

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Addl. Dist Sub-Registrar
Bhakti Nagar, Dist-Jalpaiguri

15 MAR 2023

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DM VENTURES

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PARTNER

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In an event of *force majeure*, the Developer must immediately notify the Landowners giving full particulars of the event of *force majeure* and the reasons for the event of *force majeure* preventing or delaying the construction/development. Upon completion of the event of *force majeure*, the Developer must as soon as reasonably practicably recommence construction/ development.

5.3 THAT the Landowner also represents and warrants to the Developer that no one other than the Developer shall be entitled to undertake the development and construction work on the Schedule Land, unless this agreement is terminated and the Landowner shall not grant or create any third-party rights or interest in respect of development of the Schedule Land, from the date hereof until this agreement is valid and enforced.

5.4 THAT the Parties hereby represent and warrant to each other that:

(a) they have the full power, authority and legal right to enter into and engage in the transactions contemplated by this Agreement and have taken or obtained all necessary corporate and other action to authorize the due execution, delivery and performance of this Agreement and have duly executed and delivered this Agreement;

(b) neither the execution of this Agreement nor the performance by the Parties of any of their respective obligations hereunder will conflict with or result in a breach of any provisions of their respective memorandums and articles of association or other similar constituent documents or law, regulation, judgment, order, authorization, agreement or obligation or document binding on or applicable to the Parties; and

7. NOTICES

7.1 THAT any notice required or permitted to be given hereunder shall be addressed to the address as given by a Party in this Agreement.

7.2 THAT any notice required or permitted to be given hereunder shall be in writing and shall be effectively served

- (i) if delivered personally, upon receipt by the other Party;
- (ii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender.

7.3 THAT any Party hereto may change any particulars of its address for notice, by notice to the others in the manner aforesaid.

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Arkti Nagar, Dist-Jabalpur

15 MAR 2023

Ganga Prakash Das

DM VENTURES
PARTNER
D. K. Saha

8. CONFIDENTIALITY

THAT this Agreement, its existence and all information exchanged between the Parties under this Agreement shall not be disclosed to any person by the either Party, except to the limited extent of Developer requiring to disclose existence of this agreement to any third-party for marketing and/or for the purposes of taking government approvals. The Landlords shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any confidential information of the Developer. Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to the confidential information. The obligations of confidentiality do not extend to information which:

- (a) is disclosed to employees, legal advisers, auditors and other consultants of a Party provided such persons have entered into confidentiality obligations similar to those set forth herein;
- (b) is disclosed with the consent of the Party who supplied the information;
- (c) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information;
- (d) is required to be disclosed pursuant to applicable law or is appropriate in connection with any necessary or desirable intimation to the Government of India; or
- (e) is generally and publicly available, other than as a result of breach of confidentiality by the Person receiving the information.

9. GOVERNING LAW AND JURISDICTION

THAT this Agreement shall be governed and interpreted by and construed in accordance with the laws of India. Subject to Clause 10 below, the District & Sessions Court at Siliguri/Jalpaiguri shall have the territorial jurisdiction over the subject matter of this Agreement.

10. MISCELLANEOUS

10.1 *No Partnership*: Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties or as a joint venture/ Association of persons in any manner, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.

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Addl. Dist Sub-Registrar
Bhakti Nagar, Dist. Jalpaiguri

15 MAR 2023

Handwritten signature: *Devendra Mahesh Das*
DM VENTURES
Devendra Mahesh Das
PARTNER

10.2 *Waiver*: No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

10.3 *Severability*: If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein

10.4 *Hindrance-free movement*: The articles of display or otherwise shall not be kept by the either party in any place of common use in the building so as to cause hindrance in any manner in the free movement of users of places of common use in the building.

10.5 *Death of Landlords*: In case of death of the Landowner, the rights and obligations of the Landowner under this agreement would automatically deem transferred to their respective heirs in term of will, when such will be executed by the Landowner and in other case, in accordance with the Hindu Succession Act.

10.6 *Supersession*: Except as otherwise agreed between the Parties, this Agreement constitutes the entire agreement between the Parties as to its subject matter and supersedes any previous understanding or agreement on such subject matter between the Parties.

10.7 *Transfer of Property Act*: Nothing contained in this Agreement shall be deemed to be an agreement of sale under Section 53-A of the Transfer of Property Act. Further the Parties agree and acknowledges that nothing in this Agreement shall deemed to be a conveyance or sale or transfer of any right, title or interest of the Schedule Land from the Landowners to the Developer save and except as otherwise provided in this Agreement. The title in the Schedule Land shall continue to be with the Landowners and the same shall vest in the name of the Landowners, till such time the same is transferred in accordance with this Agreement.

10.8 *Government Approval*: All the obligations of the Developer under this Agreement are subject to Applicable Laws and receipt of approvals from the Government Authorities, if so required under any Applicable Law.

10.9 *Specific Performance*: This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.

10.10 *Costs*: The Developer shall bear the costs and expenses in relation to the preparation, execution, registration, administration, modification and amendment of this Agreement. The stamp duty and any registration charges payable in connection with this Agreement shall be borne by the Developer herein.

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18 MAR 2005



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Addl. Dist. Sub-Registrar
Bhakti Nagar, Dist. Jalpaiguri

15 MAR 2023

Handwritten notes: "Kumar Mahesh Desai" and "Dreafel" (part of a signature).
DM VENTURES
PARTNER

10.11 *Tax Liabilities:* The parties shall bear their respective proportionate statutory impositions and/or tax liabilities. The capital gain, wealth tax, income tax, GST and/or any other taxes that may arise due to the development of the property shall be borne by the parties in proportion to their share in the said complex.

That the Goods and Services Tax (GST) to be imposed on the sale of the constructed area of the said project shall be paid by the intending Purchaser/s of the constructed units to the Developer and the Developer shall further pay the same in favour of the Government.

That if the Landowner retains their allocated areas/ units then in that event, they shall be liable to pay the Goods and Services Tax (GST) applicable on the retained allocated areas/ units to Developer and the Developer shall further pay the same in favour of the Government, or in any other method as may be prescribed under law.

10.12 *Amendments/ Supplements/ Variation:* The Parties hereto shall execute a Deed of Supplement to allocate specified parking spaces / commercial units / utility spaces to the Landowners Allocation and to the Developer's Area to render a more comprehensive meaning and interpretation to above Clauses of these presents.

No amendments/ supplements/ variation of this Agreement (including its Annexure and Schedules) shall be binding on any Party unless such variation is in writing and signed by each Party.



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Addl. Dist Sub-Registrar
Bhakti Nagar, Dist-Jalaigun

15 MAR 2023

SCHEDULE

ALL THAT piece or parcel of Vacant Bastu Land measuring about 193.139 Decimals rounded off 193.14 Decimals, out of which 173.3395 Decimals rounded off 173.3400 Decimals land appertaining to R.S. Plot No. 348 corresponding to LR Plot No. 14, 9/159, recorded in R.S. Khatian No. 459/1 (23.1 Decimals), 459/5 (119.302 Decimals), 459/7 (30.9375 Decimals rounded off 30.9380 Decimals) and 19.8 Decimals land in RS Plot No. 349 Corresponding to LR Plot No. 14, recorded in R.S. Khatian No. 459/1 (5.775 Decimals), 459/5 (8.25 Decimals), 459/7 (5.775 Decimals) respectively in LR Khatian No. 528, 471, 457, 379 & 683, under R.S. Sheet No. 9 & LR Sheet No. 58, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, within Gram Panchayat Area, within jurisdiction of Addl. Dist. Sub - Registry Office Bhaktinagar, Dist. Jalpaiguri.

The said land is butted and bounded as follows: -

- By the North : Land of G. B. Das & others;
By the South : 20 Feet wide Metal Road;
By the East : Land of Subal Ghosh & Niranjana Ghosh;
By the West : Eastern Bye Pass Road (100 Feet wide Metal)

That the aforesaid land is marked in the site plan enclosed herewith which shall always form part of these presents.

Annexure - A

That the Developer hereby declared that he will construct multi-storeyed (7 storeyed) commercial building on the aforesaid Schedule Land.

The commercial building complex shall cater the needs of different categories of customer and user. It shall be almost like a shopping mall having Convention Centre, Hotel, Educational Coaching Centres, Carters, Chambers for Doctor's, Advocate's and Chartered Accountant, the Conventional Centre, can be utilized for holding different parties, like birthday parties or company meetings etc.

This shall be one extraordinary shopping complex with modern look and unbelievable facilities.



Adul. Dist Sub-Registrar
Bhakti Nagar, Dist-Jalpaiguri

15 MAR 2023

IN WITNESSES WHEREOF the parties hereto have set and subscribed their respective hands on this Agreement on the day, month and year first above written at Siliguri.

WITNESSES:-

1. Pankaj Kumar
S/o Late Hargovind
136 Asha Parka Sarhi
Paradhan Nagar Siliguri
A/s & P/o Paradhan Nagar

The contents of this document have been personally gone through and understood by the Parties hereto.

Ganesh Mohan Das
SIGNATURE OF LANDOWNER

DM VENTURES
Deepti Agnani
PARTNER
SIGNATURE OF DEVELOPER

2. Rajib Das
C/O A Uma Shankar Das
Rajibhat Khandra, Alipurdaha.
West Bengal - 735227

Drafted as per the instructions of the parties, read over and explained by me and typed in my Office.

Devanshu Dev Tiwary
DEWANSHU DEV TIWARY
ADVOCATE, SILIGURI
ENROL. NO. F-279/229 OF 2014



Addl. Dist Sub-Registrar
Bhakti Nagar, Dist-Jaipur

15 MAR 2023

Surveyed Area-7616 Sqm.(1.9314 Ac.)

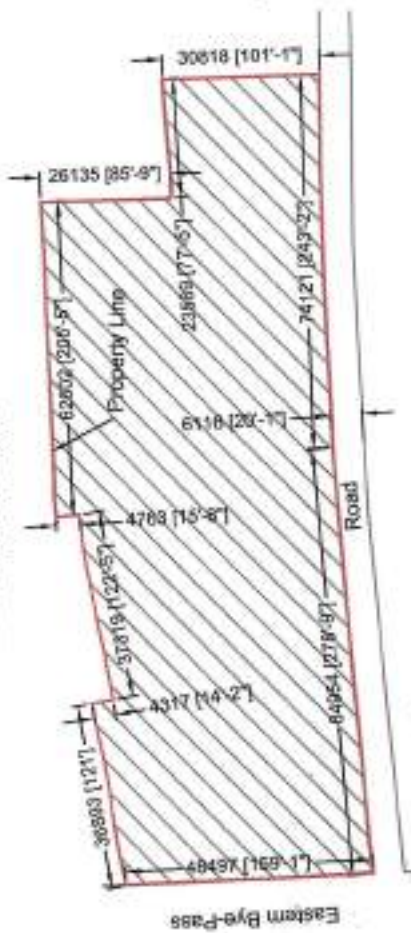
Site Plan of G.B.Das at Banerwar More, Jalpaiguri

N

Scale-1:1500

Land of Subal Ghosh & Niranjan Ghosh

Land of G.B.Das & Others'



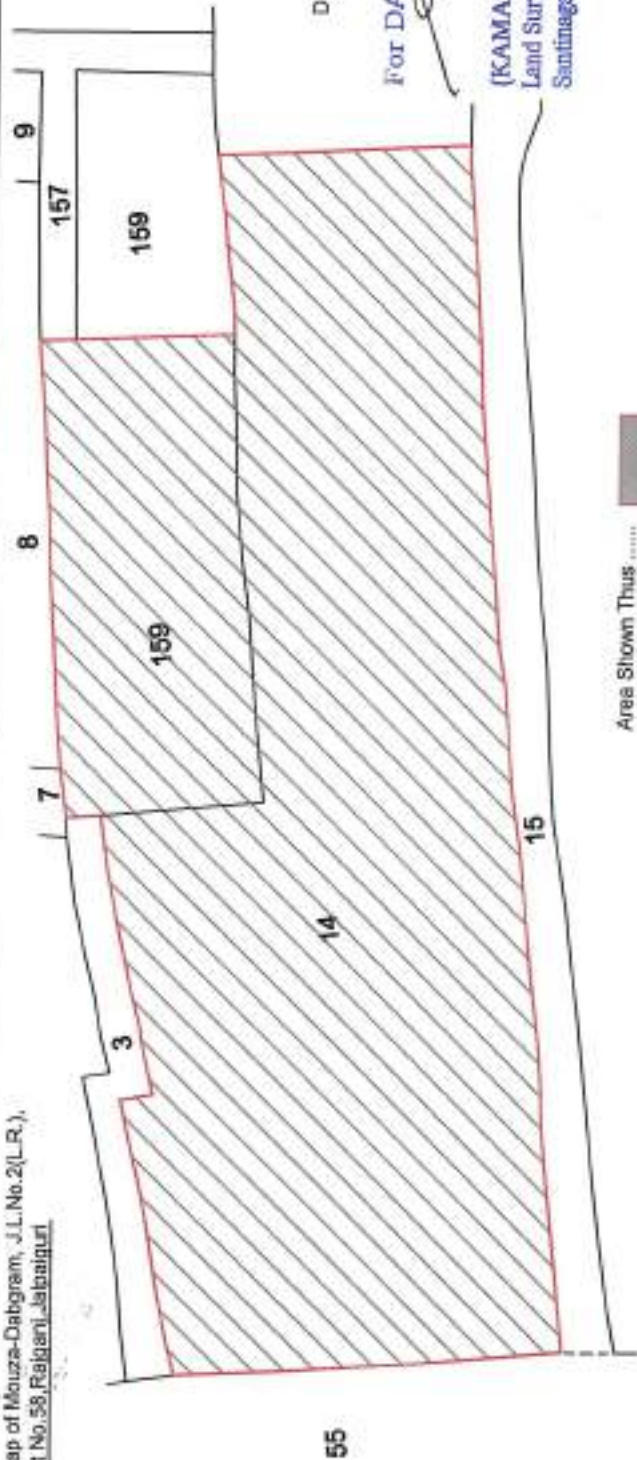
Area Shown Thus

Ganga Mahan Das
DM VENTURES
Dr. Debasish Das
PARTNER

Part Traced Map of Mouza-Dabgram, J.L.No.2(L.R.), Sheet No.58, Rajbari, Jalpaiguri

N

Scale-64" = 1 Mile



Area Shown Thus

Area Statement-

Plot No.	Area (L.R.) (Ac.)
14(P)	1.5802
15(P)	0.3712
Total	1.9314

Drawn By-












For **DAS ENTERPRISE**
Kamal Krishna Das
Proprietor
(KAMAL KRISHNA DAS)
 Land Surveyor, Reg. No.-945/19
 Santinagar, Dabgram, Jalpaiguri



↙
Addl. Dist Sub-Registrar
Bhakti Nagar, Dist. Jalpaiguri

15 MAR 2023

EXECUTANT SHEET

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












Gourav Mohan Das
Signature



✓
Addl. Dist Sub-Registrar
Bhakti Nagar, Dist-Jalpaiguri

15 MAR 2023

CLAIMANT SHEET

		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Deepak A. Mittal</i>	LEFT HAND					
	RIGHT HAND					

DM VENTURES

Deepak A. Mittal

PARTNER

Signature



✓
Addl. Dist Sub-Registrar
Bhakti Nagar, Dist-Jalpaiguri

15 MAR 2023

IMPRESSION SHEET OF WITNESS

PHOTO	LEFT THUMB IMPRESSION
	

Pankaj Kymar

Signature



ESOS TEAM 2.1



✓
Addl. Dist Sub-Registrar
Bhakti Nagar, Dist-Jalpaiguri

15 MAR 2023





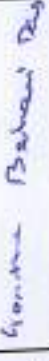






Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. BHAKTINAGAR, District Name :Jalpaiguri

Signature / LTI Sheet of Query No/Year 07112000674146/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Dr Gostha Behari Das Alias Dr Goshtha Bihari Ram Krishna Seva Sadari, Bidhan Road, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001	Land Lord			
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr DEEPAK KUMAR AGARWAL MAHABIR STHAN , SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI TOWN, P.S:- Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734005	Represent ative of Developer [DM Ventures]			
Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr PANKAJ KUMAR Son of Mr HARGOVIND PRADHAN NAGAR, City:- Siliguri Mc, P.O:- 5EVOKE ROAD, P.S:-Pradhan Nagar, District:- Darjeeling, West Bengal, India, PIN:- 734003	Dr Gostha Behari Das, Mr DEEPAK KUMAR AGARWAL			



15 MAR 2023

BW

(Biswarup Goswami)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
BHAKTINAGAR
Jalpaiguri, West Bengal



12 MAR 2023

119



15 MAR 2023

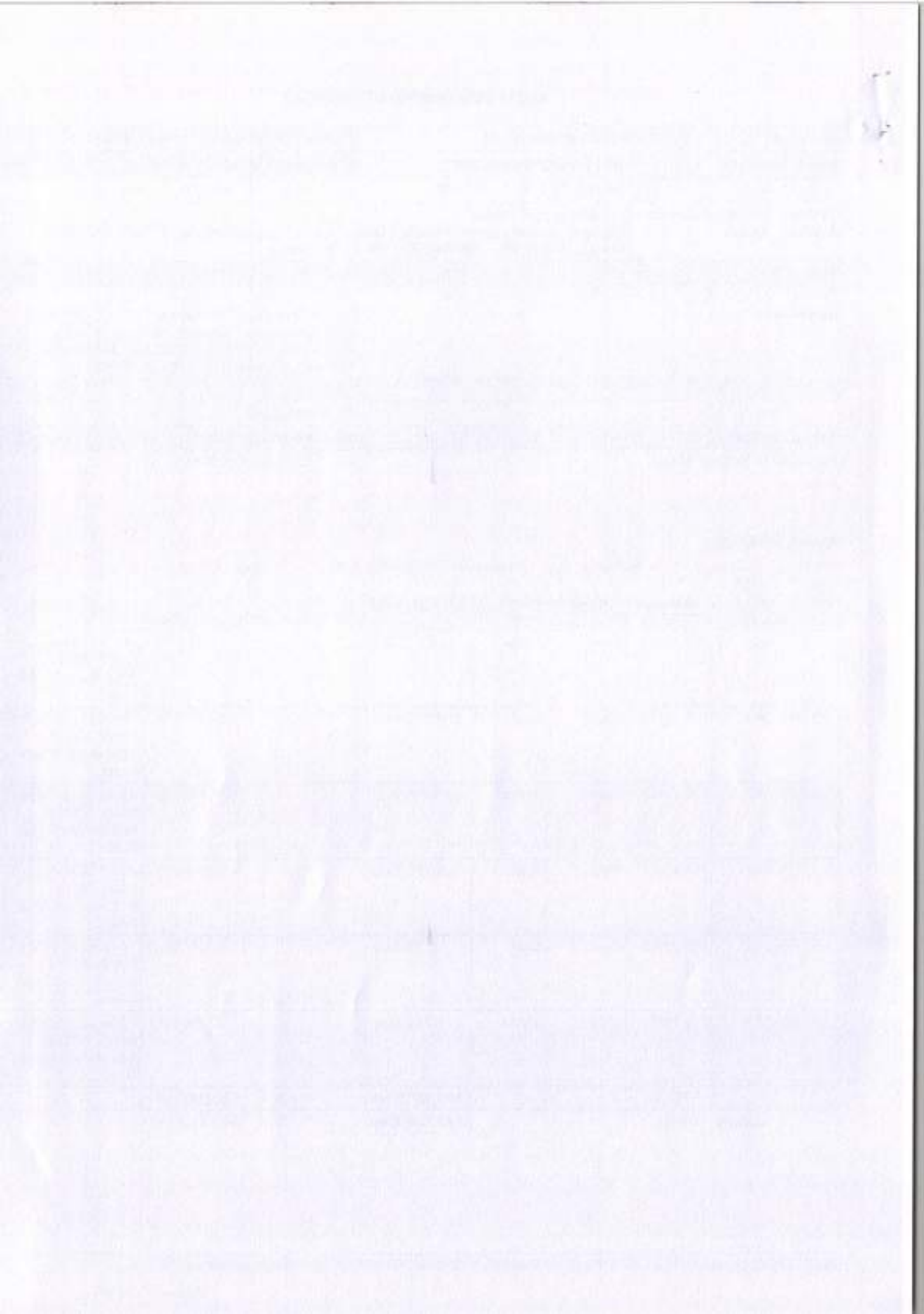
Major Information of the Deed

Deed No :	I-0711-01869/2023	Date of Registration	16/03/2023
Query No / Year	0711-2000674146/2023	Office where deed is registered	
Query Date	14/03/2023 11:47:17 AM	A.D.S.R. BHAKTINAGAR, District: Jalpaiguri	
Applicant Name, Address & Other Details	Dewanshu Dev Tiwary Dagapur, Siliguri, Thana : Pradhan Nagar, District : Darjeeling, WEST BENGAL, PIN - 734003, Mobile No. : 9679405651, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 1,00,00,000/-]		
Set Forth value	Market Value		
	Rs. 6,83,76,669/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 1,00,021/- (Article:E, E, E,)		
Remarks			

Land Details :

District: Jalpaiguri, P.S:- Bhaktinagar, Gram Panchayat: DABGRAM-II, Mouza: Dabgram Sheet No - 9, JI No: 2, Pin Code : 735135

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-348	RS-459/1	Bastu	Bastu	23.1 Dec		81,78,032/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L2	RS-348	RS-459/5	Bastu	Bastu	119.302 Dec		4,22,36,174/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L3	RS-348	RS-459/7	Bastu	Bastu	30.9375 Dec		1,09,52,722/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L4	RS-349	RS-459/1	Bastu	Bastu	5.775 Dec		20,44,508/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L5	RS-349	RS-459/5	Bastu	Bastu	8.25 Dec		29,20,725/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L6	RS-349	RS-459/7	Bastu	Bastu	5.775 Dec		20,44,508/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
		TOTAL :			193.1395Dec	0 /-	683,76,669 /-	
		Grand Total :			193.1395Dec	0 /-	683,76,669 /-	



Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Dr Gostha Behari Das, (Alias: Dr Goshtha Bihari) (Presentant) Son of Late Dr Nikunja Bihari Das Ram Krishna Seva Sadan, Bidhan Road, City:- Siliguri Mc, P.O:- Siliguri, P.S:- Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India, PAN No.:: aexxxxxx0m, Aadhaar No: 86xxxxxxx2911, Status :Individual, Executed by: Self, Date of Execution: 14/03/2023 , Admitted by: Self, Date of Admission: 15/03/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 14/03/2023 , Admitted by: Self, Date of Admission: 15/03/2023 ,Place : Pvt. Residence</p>

Developer Details :

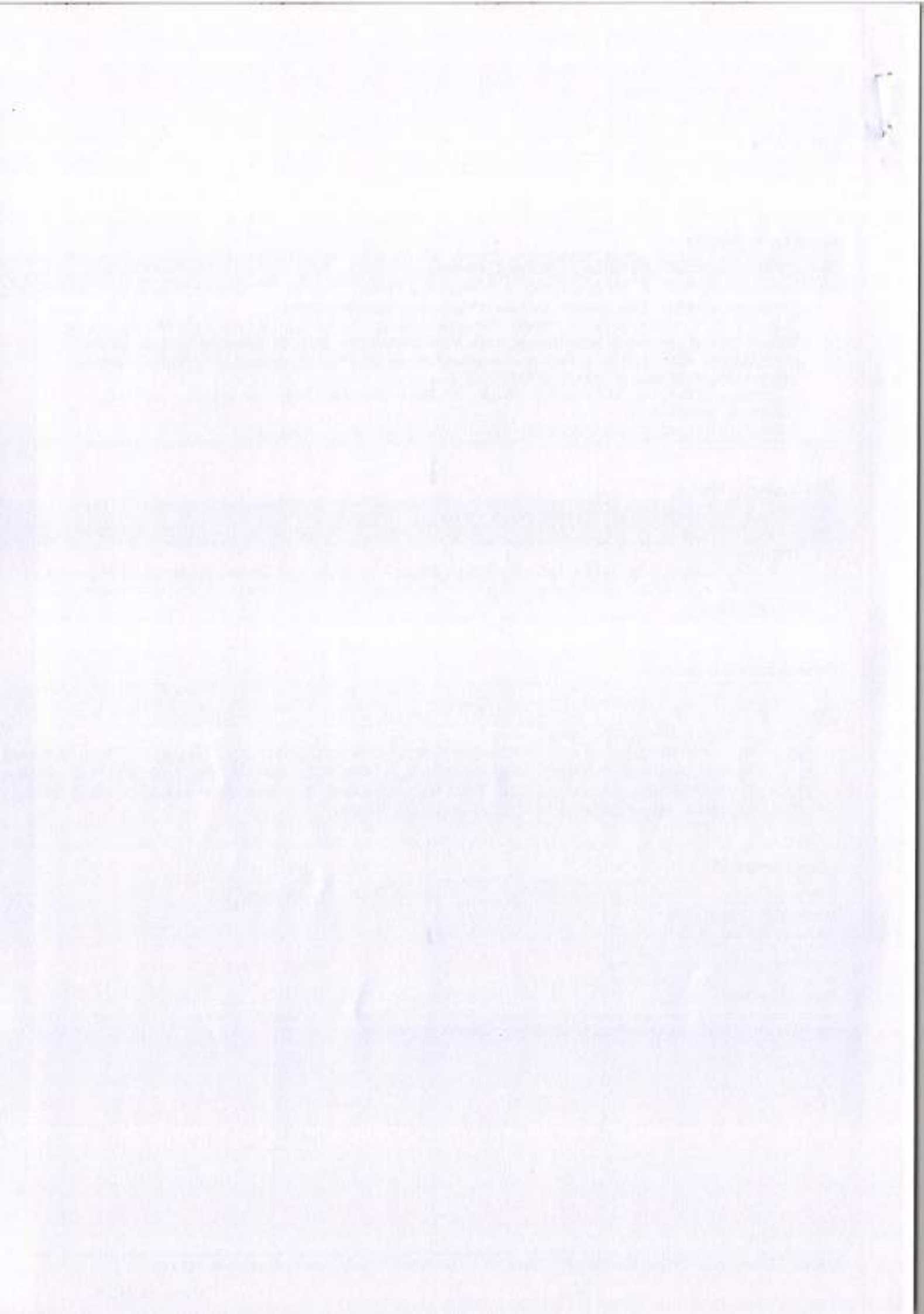
Sl No	Name,Address,Photo,Finger print and Signature
1	<p>DM Ventures S. F. Road, Siliguri, City:- Siliguri Mc, P.O:- Siliguri Bazar, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 , PAN No.:: aaxxxxxx2m,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Mr DEEPAK KUMAR AGARWAL Son of Late SHYAM SUNDAR AGARWAL MAHABIR STHAN , SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI TOWN, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx7D, Aadhaar No: 61xxxxxxx1028 Status : Representative, Representative of : DM Ventures (as Partner)</p>

Identifier Details :

Name	Photo	Finger Print	Signature
<p>Mr PANKAJ KUMAR Son of Mr HARGOVIND PRADHAN NAGAR, City:- Siliguri Mc, P.O:- SEVOKE ROAD, P.S:-Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003</p>			
Identifier Of Dr Gostha Behari Das, Mr DEEPAK KUMAR AGARWAL			



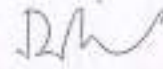
Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Dr Gostha Behari Das	DM Ventures-23.1 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Dr Gostha Behari Das	DM Ventures-119.302 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Dr Gostha Behari Das	DM Ventures-30.9375 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Dr Gostha Behari Das	DM Ventures-5.775 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Dr Gostha Behari Das	DM Ventures-8.25 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	Dr Gostha Behari Das	DM Ventures-5.775 Dec

Endorsement For Deed Number : I - 071101869 / 2023

On 14-03-2023

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 6,83,76,669/-



Biswarup Goswami
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
Jalpaiguri, West Bengal

On 15-03-2023

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

Presented for registration at 21:00 hrs on 15-03-2023, at the Private residence by Dr Goshtha Behari Das Alias Dr Goshtha Bihari, Executant.

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

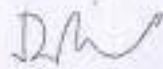
Execution is admitted on 15/03/2023 by Dr Goshtha Behari Das, Alias Dr Goshtha Bihari , Son of Late Dr Nikunja Bihari Das, Ram Krishna Seva Sadan, Bidhan Road, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Professionals

Identified by Mr PANKAJ KUMAR, , Son of Mr HARGOVIND , PRADHAN NAGAR, P.O: SEVOKE ROAD, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by profession Business

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

Execution is admitted on 15-03-2023 by Mr DEEPAK KUMAR AGARWAL, Partner, DM Ventures (Partnership Firm), S. F. Road, Siliguri, City:- Siliguri Mc, P.O:- Siliguri Bazar, P.S:-Siliguri, District-Darjeeling, West Bengal, India, PIN:- 734001

Identified by Mr PANKAJ KUMAR, , Son of Mr HARGOVIND , PRADHAN NAGAR, P.O: SEVOKE ROAD, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by profession Business



Biswarup Goswami
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
Jalpaiguri, West Bengal

On 16-03-2023

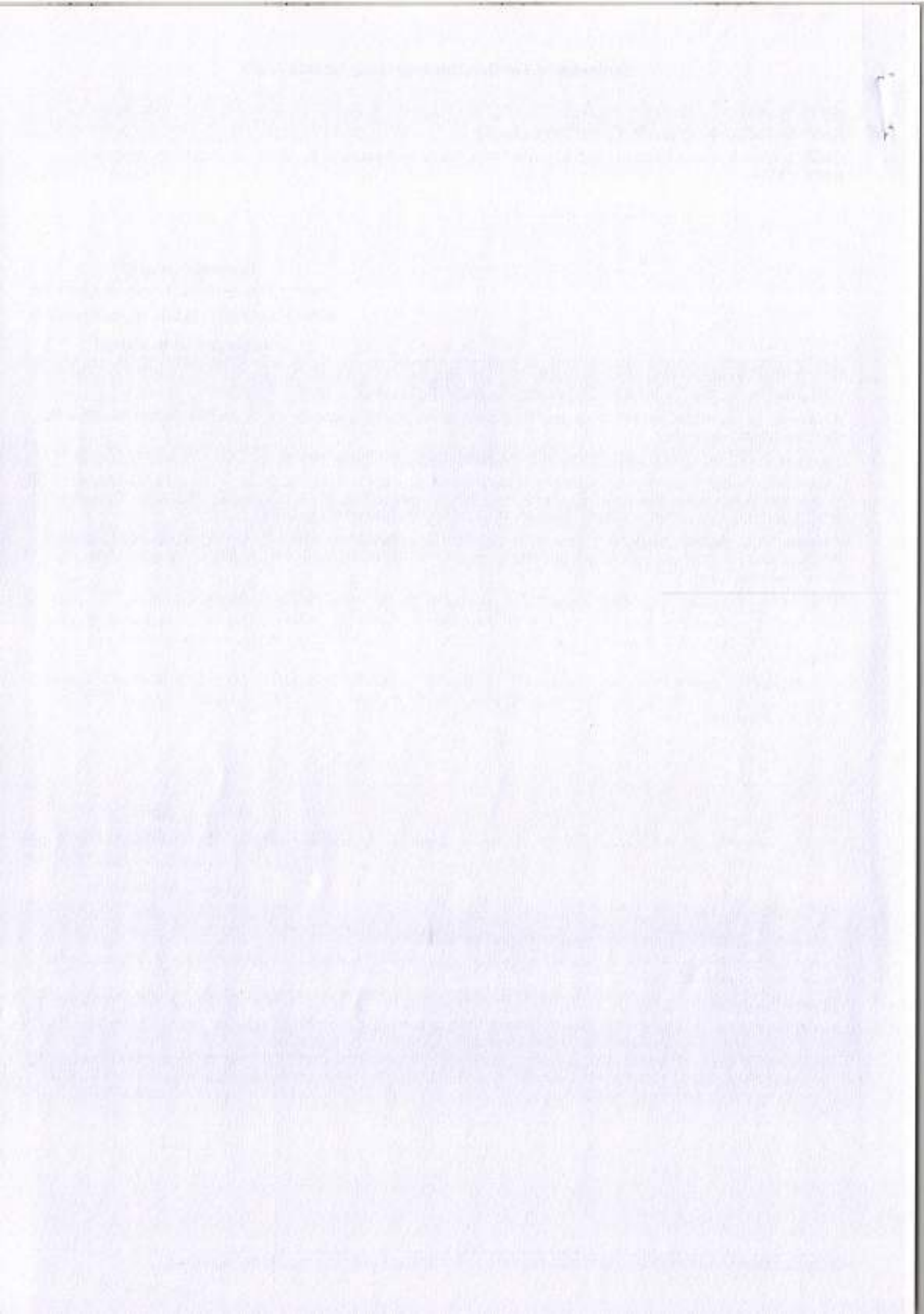
Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,00,021.00/- (B = Rs 1,00,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 1,00,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/03/2023 1:31AM with Govt. Ref. No: 192022230331617491 on 14-03-2023, Amount Rs: 1,00,021/-, Bank: Punjab National Bank (PUNB0010000), Ref. No. 427329872 on 14-03-2023, Head of Account 0030-03-104-001-16



Payment of Stamp Duty

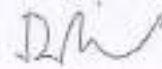
Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 70,021/-

Description of Stamp

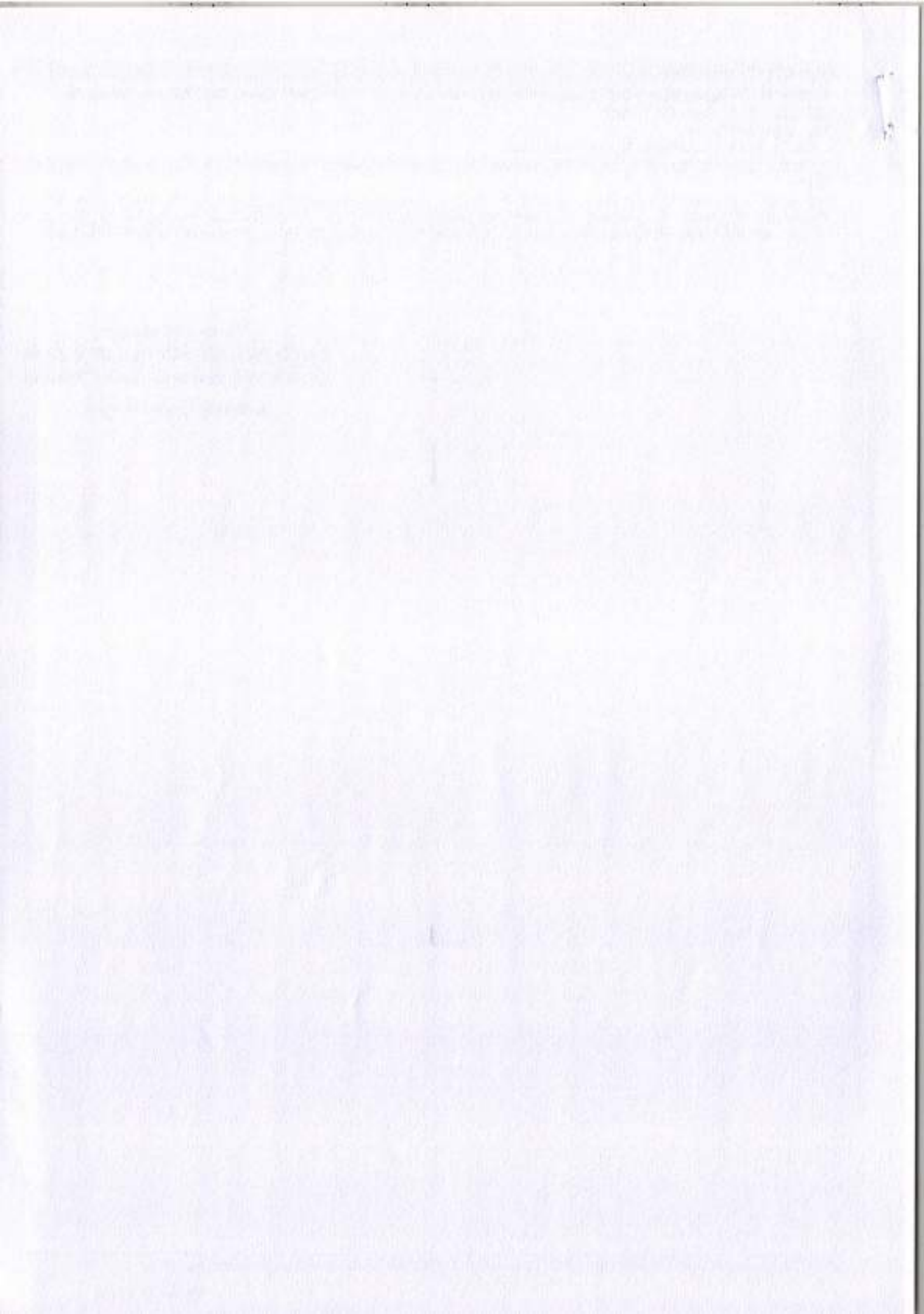
1. Stamp: Type: Court Fees, Amount: Rs.10.00/-

2. Stamp: Type: Impressed, Serial no 857, Amount: Rs.5,000.00/-, Date of Purchase: 13/03/2023, Vendor name: S K Sarkar

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/03/2023 1:31AM with Govt. Ref. No: 192022230331617491 on 14-03-2023, Amount Rs: 70,021/-, Bank: Punjab National Bank (PUNB0010000), Ref. No. 427329872 on 14-03-2023, Head of Account 0030-02-103-003-02



Biswarup Goswami
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 0711-2023, Page from 42833 to 42860
being No 071101869 for the year 2023.



Biswarup Goswami

Digitally signed by BISWARUP
GOSWAMI
Date: 2023.03.23 14:10:52 +05:30
Reason: Digital Signing of Deed.

(Biswarup Goswami) 2023/03/23 02:10:52 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
West Bengal.

(This document is digitally signed.)

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