

Sl. No. 3968 / 2022

T- 3642 / 2022



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

2/3493320/2022

G 945051

Chyangdein
13.09

33.12.2022

Sushil Kumar Bhupal

DWARIKA INFRA
Nawal Kumar Bhupal
PARTNER

DEVELOPMENT AGREEMENT

THIS AGREEMENT IS MADE ON THIS THE 13TH DAY OF
DECEMBER, 2022.

Chyangdein

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

Chyangdein
13/12/2022

ADDL. DIST. SUB-REGISTRAR
BILGAON

SL. NO. 36462 Date 7/12/2022

PURCHASER Sri Subhil K. Bhupal @ Subhil K.

Full Address S.F. Road, Siliguri Agarwal & Anothe

Total Value 5000/-

Stamp Purchased from JPG Treasury-1

STAMP VENDOR
JAYA RANI DAS
Licence No.1 of 99-2000
Addl. DSR Office, Rajganj, Jalpaiguri

RENTAL

DAVAKHIMBARA



Addl. Dist. Sub-Registrar
Siliguri-I, Dt. Darjeeling

13 DEC 2022

Sushil Kumar Bhupal

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DWARIKA INFRA

Narash Kumar Agarwal
PARTNER

BETWEEN

SRI SUSHIL KUMAR BHUPAL alias **SUSHIL KUMAR AGRAWAL**, son of Late Mahabir Prasad Bhupal, Indian by Nationality, Hindu by faith, Business by occupation, residing at Station Feeder Road, Siliguri, P.O.- Siliguri Bazar, P.S.- Siliguri, District- Darjeeling, PIN - 734005, in the State of West Bengal, hereinafter called the "**FIRST PARTY / LANDLORD**" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assigns) of the "**ONE PART**". (I.T. PAN - ADEPB2489H)

A N D

M/S DWARIKA INFRA, a Partnership Firm, having its Office at Platinum Square, Station Feeder Road, Siliguri, P.O.- Siliguri Bazar, P.S.-Siliguri, District - Darjeeling, PIN-734005, in the State of West Bengal, represented by its **Partner-SRI NARESH KUMAR AGARWAL**, son of Late Keshoram Agarwal, Indian by Nationality, Hindu by faith, Business by occupation, residing at Cigarette Company Compound, Station Feeder Road, Siliguri, P.O. - Siliguri Bazar, P.S. - Siliguri, District - Darjeeling, PIN - 734005, in the State of West Bengal, hereinafter called the "**SECOND PARTY / DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors-in-office, representatives, administrators and assigns) of the "**OTHER PART**", (I.T. PAN - AAOFD7247G)

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Sushil Kumar Bhupal
PARTNER

WHEREAS **SRI SUSHIL KUMAR BHUPAL** alias **SUSHIL KUMAR AGRAWAL** (First Party of these presents), by virtue of Deed of Partition, Dated 22-05-2001, being Document No.1293 for the year 2003, registered in the Office of the Additional District Sub-Registrar, Siliguri, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 35.11 Kathas forming part of R.S. Plot No.3361, recorded in R.S. Khatian No.1461, situated within R.S. Mouza - Siliguri, R.S. J.L.No.110, Pargana - Baikunthapur, P.S. - Siliguri, in the District of Darjeeling, having permanent, heritable and transferable right, title and interest therein and subsequently land measuring 0.57 Acres was recorded in his name in the L.R. Record of Rights in L.R. Khatian No.2117, forming part of L.R. Plot No.9913, situated within L.R. Mouza - Siliguri Madhya Paschim, L.R. J.L.No.90, Pargana - Baikunthapur, P.S. - Siliguri, in the District of Darjeeling.

AND WHEREAS abovenamed **SRI SUSHIL KUMAR BHUPAL** alias **SUSHIL KUMAR AGRAWAL** (First Party of these presents), is now desirous of constructing a residential cum commercial building (hereinafter referred to as 'Project' for the sake of convenience and brevity) on the aforesaid land measuring 0.57 Acres, more particularly described in the Schedule given hereinafter.

AND WHEREAS the First Party, not being in a position to put their contemplation and scheme into action due to devoid of technical know-how, preoccupation in his daily course of business and shortage of funds has approached the Second Party to promote the said Project on the Schedule land.

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 the said Project under certain terms and conditions mentioned hereinafter.



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PARTNER

AND WHEREAS, the Parties are now entering into this Agreement to record their mutual and inter se rights and obligations for jointly developing the Project and for joint development of the Project in general.

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 INDENTURE WITNESSETH AS FOLLOWS :-

1. DEVELOPMENT RIGHTS

1.1 THAT on the execution of these presents, the Landlord has granted any and all entire development rights, unrestricted access and advertisement rights with respect to the Schedule 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 flats / parking spaces / commercial units / utility spaces in the said project and the cost shall be borne by the Developer.

1.3 THAT the Landlord hereby grants in favour of the Developer and the Developer hereby accepts from the Landlord, the entire Development Rights over the Schedule Land.



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Nand Kumar Agarwal
PARTNER

2. CONSIDERATION AND REALISATION

THAT in consideration for the grant of the Development Rights from the Landlord to the Developer, the Developer hereby agrees that the allocations to be made to the Landlord and the Developer shall be made in the ratio of 60:40, i.e., Landlord's Allocation : Developer's Allocation :: 60 : 40.

3. PROJECT DEVELOPMENT

3.1 THAT the Developer shall develop the Project on the Schedule Land.

3.2 THAT the Developer shall commence the development and construction over the Schedule Land upon acquiring all necessary plans, elevations, designs, drawings, specifications, approvals and permissions as may be required under the rules and guidelines of Siliguri Municipal Corporation and/or other Applicable Laws from the appropriate authority for the development of the Project and if any violation as such is made, the Developer will be solely responsible.

THAT the Developer shall be at liberty to implement the Project in such phases as may be deemed appropriate by the Developer.

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 Landlord shall provide full cooperation to the Developer in obtaining such approvals.

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

[Signature]

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PARTNER

THAT the entire cost of development/construction of the Project, including fees, taxes thereon or other payments (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 be free to develop the Project in such manner as it may deem fit, but always in accordance with the applicable law. The Developer shall make best endeavours to ensure that quality standards are maintained while developing the Project.

3.6 THAT the Developer shall, in its sole and absolute discretion, decide the name of the Project.

3.7 THAT the Developer shall be at complete liberty to change the nature of development over the Schedule Land, which shall not materially change the Project.

4. POSSESSION AND RIGHT TO TRANSFER

4.1 THAT the Landlord has handed over the peaceful and vacant possession of the Schedule Land to the Developer as on the date hereof.

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 Landlord has, as on the date hereof, handed over the original title deeds of the Schedule Land to the Developer.

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Naveen Kumar Aggarwal
PARTNER

4.3 THAT the Landlord has as on the date hereof executed power of attorney in favour of the Developer to do all acts and deeds necessary on his 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 execute in favour of the Developer a power of Attorney to carry out development and completion of the Project and confer upon the Developer the right to sell or transfer flats / parking spaces / commercial units / utility spaces of the Developer's Allocation in the said project, independently, without any prior consent or execution of the Landlord.

4.4 THAT the Landlord agrees and undertakes that he 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 and as may be requested by the Developer to consummate more effectively the purposes or subject matter of this Agreement.

4.5 THAT the Landlord reserves his right to sell or transfer flats / parking spaces / commercial units / utility spaces of the Landlord's 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 Landlord hereby represents and warrants to the Developer that the Landlord:

- (a) has a clear and marketable title to the Schedule 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;



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Nand Kumar Agarwal
PARTNER

- (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) has acquired the Schedule Land free of any attachment by any governmental authority or lender or creditor or other person, including any revenue authority;
- (d) has 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) ensures that contiguous Schedule Land is made available for development immediately upon its consolidation by the Landlords;
- (f) shall at the instructions of the Developer execute all such documentation which may be necessary for the development of the Schedule Land as envisaged by the Developer, including all and any documentation to be submitted with the government departments / bodies;
- (g) shall declare that the Developer shall have the absolute right to claim and utilize any monetary compensation or any other form of compensation in lieu of any acquisition of any portion of the Schedule Land;
- (h) undertakes to jointly and severally indemnify and keep indemnified the Developer from any and all claims, actions, disputes, loss, compensation, penalty etc. raised in view of the Landlord defect in the title to the Schedule Land;
- (i) shall take all necessary and effective steps to remove such defects and encumbrance and shall also remove all hurdles in the way of development so as to enable the Developer to carry on the construction work smoothly in the event the title of the Landlord to the said land is found to be defective or encumbered in any way;

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Sushil Kumar Bhargava

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Naval Kumar Bhargava
PARTNER

(j) undertakes to signify his 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;

(k) shall cooperate with the Developer to obtain the requisite statutory approvals, permissions, and licenses to commence the development and construction on the Schedule Land;

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

(m) has paid the cost for acquiring the Schedule Land in full, including but not limited to the purchase price, stamp duty and registration charges and if any such charges are found to be due the same shall be borne and paid by the Landlord;

(n) 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 paid up to Bengali Year 1425 to the Developer; and

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



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Sushil Kumar Bhargal
PARTNER

5.2 THAT the Developer hereby represents and warrants to the Landlord 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 180 (One Hundred Eighty) days from the date of execution of these presents, provided that an extension may be considered due to delay caused beyond the control of the Developer;
- (b) must deliver one true copy of the proposed building plan to the Landlord before the submission of the building plan to the concerned authority for its approval;
- (c) shall make khazana payments to the concerned authority for the period commencing on Bengali Year 1426, till completion of the project;
- (d) shall carry the sale of flats / 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 landlords/vendors/Government Agencies;
- (f) shall make payments for the conversion of the character of the Schedule Land; and
- (g) shall complete the said Project within three years from the date of commencement of the construction / development of the said project.

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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PARTNER

In an event of *force majeure*, the Developer must immediately notify the Landlord 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 practicable recommence construction/ development.

5.3 THAT the Landlord 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 and the Landlords shall not grant or create any third party rights or interest in respect of development of the Schedule Land, from the date hereof.

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

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Naveed Kumar Aggarwal
PARTNER

(c) all consents, approvals, permissions, authorizations or requirements required from any government authority or from any other persons for or in connection with the creation, execution, validity and performance of this Agreement have been obtained and are in full force and effect.

6. INDEMNITY

6.1 THAT each Party (a "Defaulting Party") shall keep indemnified and hold harmless the other Party (a "Non-defaulting Party") against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise against the Non-defaulting Party on account of:

(a) any delay in completion of the development of the Project over the Schedule Land caused at the instance of or attributable to the Defaulting Party;

(b) any failure on the part of the Defaulting Party to discharge its liabilities and/or obligations under this Agreement; and/or

(c) on account of any act(s) of omission(s) or commission(s) or misrepresentations or for breach of any obligations, representation and warranties made under this Agreement; and/or

(d) on account of or arising out of any breach of any of the terms or any law, rules and regulations or otherwise howsoever,

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Narish Kumar Agarwal
PARTNER

6.2 THAT without prejudice to the Developer's rights under Clause 6.1 above, in particular the Landlord shall keep indemnified and hold harmless the Developer against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise against the Developer on account of any defect in or want of title in relation to the Schedule Land or any part thereof on the part of the Landlord.

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.

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 Landlord. The Landlord 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:

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Sushil Kumar Bhargava

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DWARIKA INFRA
Sushil Kumar Bhargava
PARTNER

- (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

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

9.2 THAT if the First Party fails to execute any documents as required by the Second Party, then the Second Party shall be entitled to file suit for specific performance and all the costs, damages, charges and expenses on account of filing of the suit and damages shall be payable by the First Party to the Second Party and the same shall be applicable and binding upon the parties vice-versa.

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Namul Kumar Agaswala
PARTNER

10. DISPUTE RESOLUTION

THAT in the event any dispute or difference arises out of or in connection with the interpretation or implementation of this Agreement, or out of or in connection with the breach, or alleged breach of this Agreement, such dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996. The arbitration tribunal shall consist of arbitrators, to be mutually appointed by the Parties. The arbitration shall be held at Siliguri in the following manner:

- (a) All proceedings in any such arbitration shall be conducted in English;
- (b) The arbitration award made by the arbitrators shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly; and
- (c) The award shall be in writing.

11. MISCELLANEOUS

11.1 *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.

11.2 *Amendments/ Supplements/ Variation*: The Parties hereto shall execute a Deed of Supplement to allocate specified flats / parking spaces / commercial units / utility spaces to the Landlords' Allocation and to the Developer's Area to render a more comprehensive meaning and interpretation to Clause 2 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.



Sushil Kumar Bhargava

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DWARIKA INFRA

Kamlesh Kumar Agaswale
PARTNER

11.3 *Assignment*: No rights or liabilities under this Agreement shall be assigned by any of the Parties hereto. Notwithstanding anything contained to the contrary, the Developer however shall have the right to assign any of its rights and/or liabilities arising from this Agreement to any third party. For the purposes of this Clause, it is clarified that such an assignment shall not require any consent from the Landlord and the Landlord shall upon the request of the Developer, execute such documents and no objection certificates as may be required by the Joint Developer for giving effect to such an assignment.

11.4 *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,

11.5 *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.

11.6 *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.

11.7 *Death of Landlord*: In case of death of the First Party, then in that event his successors/heirs will remain bound to execute the Sale Deed 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.



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DWARIKA INFRA
Sushil Kumar Bhupel
PARTNER

11.8 *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.

11.9 *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.

11.10 *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 be deemed to be a conveyance or sale or transfer of any right, title or interest of the Schedule Land from the Landlord to the Developer save and except as otherwise provided in this Agreement. The title in the Schedule Land shall continue to be with the Landlords and the same shall vest in the name of the Landlord, till such time the same is transferred in accordance with this Agreement.

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

11.12 *Counterparts*: This Agreement or any amendments thereto may be executed in several counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

11.13 *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.

Sushil Kumar Bhupal

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DWARIKA INFRA

Sushil Kumar Bhupal
PARTNER

11.14 *Tax Liabilities:* The parties shall bear their respective proportionate statutory impositions and/or tax liabilities. The capital gain, wealth tax, income tax 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 may further pay the same in favour of the Government.

That if the Landlord / Developer retains his/its allocated areas/ units, then in that event, he/it shall be liable to pay the Goods and Services Tax (GST) applicable on the retained allocated areas/ units to the Government.

SCHEDULE

All that piece or parcel of land measuring 0.57 Acres forming part of R.S. Plot No.3361 corresponding to L.R. Plot No.9913, recorded in R.S. Khatian No.1461 corresponding to L.R. Khatian No.2117, situated within R.S. Mouza - Siliguri corresponding to L.R. Mouza - Siliguri Madhya Paschim, R.S. J.L. No.110 corresponding to L.R. J.L. No.90, Pargana - Baikunthapur, P.O. - Siliguri Bazar, P.S. - Siliguri, Ward No.25 of Siliguri Municipal Corporation, District - Darjeeling, in the State of West Bengal.

The said land is bound and butted as follows :

- | | | |
|----------|----|--|
| By North | :- | Station Feeder Road, |
| By South | :- | State Government Housing, |
| By East | :- | State Government Housing, |
| By West | :- | Sold land of Shiw Kumar Bhupal Alias Shiw Kumar Agrawal, |



IN WITNESSES WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THIS INDENTURE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES :

1. Hitesh Sarodia
S/o Sri Chanshyam Sarodia
Nehru Road, Khatpara
P.O. - Siliguri Bazar
P.S. - Siliguri
Dist - Darjeeling

2. Bhunesh Karmari

S/o Prakash Karmari
8, Mangluram Compound
Siliguri - 724025

P.O. - Siliguri Bazar
P.S. - Siliguri
Dist - Darjeeling

Sushil Kumar Bhupal
(FIRST PARTY / LANDLORD)

DWARIKA INFRA

Narish Kumar Agastya
PARTNER

(SECOND PARTY / DEVELOPER)

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

Kamal K. Kedia

Kamal K. Kedia
Advocate, Siliguri
E.No.F/6/92.



Sushil Kumar Bhupal

FINGER PRINTS OF SRI SUSHIL KUMAR BHUPAL alias SUSHIL KUMAR AGRAWAL (FIRST PARTY / LANDLORD)

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

Sushil Kumar Bhupal

SIGNATURE



Naresh Kumar Agarwal

FINGER PRINTS OF SRI NARESH KUMAR AGARWAL PARTNER OF M/S DWARIKA INFRA (SECOND PARTY / DEVELOPER)

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

DWARIKA INFRA

Naresh Kumar Agarwal

PARTNER

SIGNATURE

PHOTO AND LEFT THUMB IMPRESSION OF
SRI HITESH SARSODIA (IDENTIFIER)

PHOTO



Hitesh SARSODIA

THUMB IMPRESSION



Hitesh SARSODIA

SIGNATURE OF THE IDENTIFIER

Major Information of the Deed



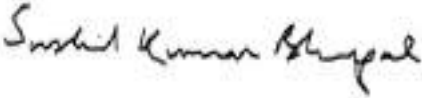
| | | | |
|--|---|---|------------|
| Deed No : | I-0402-03642/2022 | Date of Registration | 13/12/2022 |
| Query No / Year | 0402-2003493320/2022 | Office where deed is registered | |
| Query Date | 12/12/2022 10:44:00 AM | A.D.S.R. SILIGURI, District: Darjeeling | |
| Applicant Name, Address & Other Details | Kamal Kumar Kedia And Associates S.F. Road, Siliguri, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734005, Mobile No. : 8972198324, Status :Solicitor firm | | |
| Transaction | Additional Transaction | | |
| [0110] Sale, Development Agreement or Construction agreement | [4305] Other than Immovable Property, Declaration [No of Declaration : 2] | | |
| Set Forth value | Market Value | | |
| | Rs. 23,98,22,844/- | | |
| Stampduty Paid(SD) | Registration Fee Paid | | |
| Rs. 75,020/- (Article:48(g)) | Rs. 21/- (Article:E, E) | | |
| Remarks | Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area) | | |

Land Details :

District: Darjeeling, P.S:- Siliguri, Municipality: SILIGURI MC, Road: S.F ROAD, Road Zone : (Jalpai More – Electric off.&Fire Brigade Off.) , Mouza: Siliguri, JI No: 88, Pin Code : 734005

| Sch No | Plot Number | Khatian Number | Land Use Proposed | Use ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|----------------------|-------------|----------------|-------------------|-------------------|--------------|-------------------------|-----------------------|--|
| L1 | RS-3361 | RS-1461 | Commercial use | Da: Puratan Patit | 0.57 Acre | | 23,98,22,844/- | Width of Approach Road: 100 Ft., Adjacent to Metal Road, |
| Grand Total : | | | | | 57Dec | 0 /- | 2398,22,844 /- | |



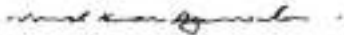
Land Lord Details :

| Sl No | Name,Address,Photo,Finger print and Signature | | | |
|--|---|---|---|---|
| 1 | Name | Photo | Finger Print | Signature |
| | Shri SUSHIL KUMAR BHUPAL, (Alias: SUSHIL KUMAR AGRAWAL) (Presentant) Son of Late Mahabir Prasad Bhupal Executed by: Self, Date of Execution: 13/12/2022 , Admitted by: Self, Date of Admission: 13/12/2022 ,Place : Office |  |  |  |
| | 13/12/2022 | LTI | 13/12/2022 | 13/12/2022 |
| Station Feeder Road, Siliguri, City:- Siliguri Mc, P.O:- Siliguri Bazar, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734005 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: adxxxxxx9h, Aadhaar No: 39xxxxxxxx7809, Status :Individual, Executed by: Self, Date of Execution: 13/12/2022 , Admitted by: Self, Date of Admission: 13/12/2022 ,Place : Office | | | | |

Developer Details :

| Sl No | Name,Address,Photo,Finger print and Signature | | | |
|-------|---|--|--|--|
| 1 | DWARIKA INFRA Platinum Square, Station Feeder Road, Siliguri, City:- Siliguri Mc, P.O:- Siliguri Bazar, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734005 , PAN No.:: AAxxxxxx7G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative | | | |

Representative Details :

| Sl No | Name,Address,Photo,Finger print and Signature | | | |
|---|---|---|---|---|
| 1 | Name | Photo | Finger Print | Signature |
| | Shri NARESH KUMAR AGARWAL Son of Late Keshoram Agarwal Date of Execution - 13/12/2022, , Admitted by: Self, Date of Admission: 13/12/2022, Place of Admission of Execution: Office |  |  |  |
| | Dec 13 2022 1:13PM | LTI | 13/12/2022 | 13/12/2022 |
| Cigarette Company Compound, Station Feeder Road, Siliguri, City:- Siliguri Mc, P.O:- Siliguri Bazar, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 81xxxxxxxx5864 Status : Representative, Representative of : DWARIKA INFRA (as Partner) | | | | |

Identifier Details :

| Name | Photo | Finger Print | Signature |
|---|---|---|---|
| Shri Hitesh Sarsodia Son of Shri Ghanshyam Sarsodia Nehru Road, Siliguri, City:- Siliguri Mc, P.O:- Siliguri Bazar, P.S:-Siliguri, District- Darjeeling, West Bengal, India, PIN:- 734005 |  |  |  |
| | 13/12/2022 | 13/12/2022 | 13/12/2022 |
| Identifier Of Shri SUSHIL KUMAR BHUPAL, Shri NARESH KUMAR AGARWAL | | | |

| Transfer of property for L1 | | |
|-----------------------------|-----------------------------|---------------------------|
| Sl.No | From | To. with area (Name-Area) |
| 1 | Shri SUSHIL KUMAR BHUPAL | DWARIKA INFRA-57 Dec |

On 13-12-2022

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 13:04 hrs on 13-12-2022, at the Office of the A.D.S.R. SILIGURI by Shri SUSHIL KUMAR BHUPAL Alias SUSHIL KUMAR AGRAWAL,Executant.

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 23,98,22,844/-

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

Execution is admitted on 13/12/2022 by Shri SUSHIL KUMAR BHUPAL, Alias SUSHIL KUMAR AGRAWAL, Son of Late Mahabir Prasad Bhupal, Station Feeder Road, Siliguri, P.O: Siliguri Bazar, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by Profession Business

Identified by Shri Hitesh Sarsodia, , Son of Shri Ghanshyam Sarsodia, Nehru Road, Siliguri, P.O: Siliguri Bazar, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Others

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

Execution is admitted on 13-12-2022 by Shri NARESH KUMAR AGARWAL, Partner, DWARIKA INFRA (Partnership Firm), Platinum Square, Station Feeder Road, Siliguri, City:- Siliguri Mc, P.O:- Siliguri Bazar, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734005

Identified by Shri Hitesh Sarsodia, , Son of Shri Ghanshyam Sarsodia, Nehru Road, Siliguri, P.O: Siliguri Bazar, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/12/2022 12:07PM with Govt. Ref. No: 192022230211651818 on 12-12-2022, Amount Rs: 21/-, Bank: SBI EPay (SBIEPay), Ref. No. 9007464301237 on 12-12-2022, 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 5,000.00/-, by online = Rs 70,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 36462, Amount: Rs.5,000.00/-, Date of Purchase: 07/12/2022, Vendor name: J R Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/12/2022 12:07PM with Govt. Ref. No: 192022230211651818 on 12-12-2022, Amount Rs: 70,020/-, Bank: SBI EPay (SBIEPay), Ref. No. 9007464301237 on 12-12-2022, Head of Account 0030-02-103-003-02



Sangha Ratna Syangden
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SILIGURI
Darjeeling, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0402-2022, Page from 107813 to 107839

being No 040203642 for the year 2022.



Syangden

Digitally signed by SANGHA RATNA
SYANGDEN

Date: 2022.12.15 16:39:37 +05:30

Reason: Digital Signing of Deed.

(Sangha Ratna Syangden) 2022/12/15 04:39:37 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. SILIGURI

West Bengal.

(This document is digitally signed.)