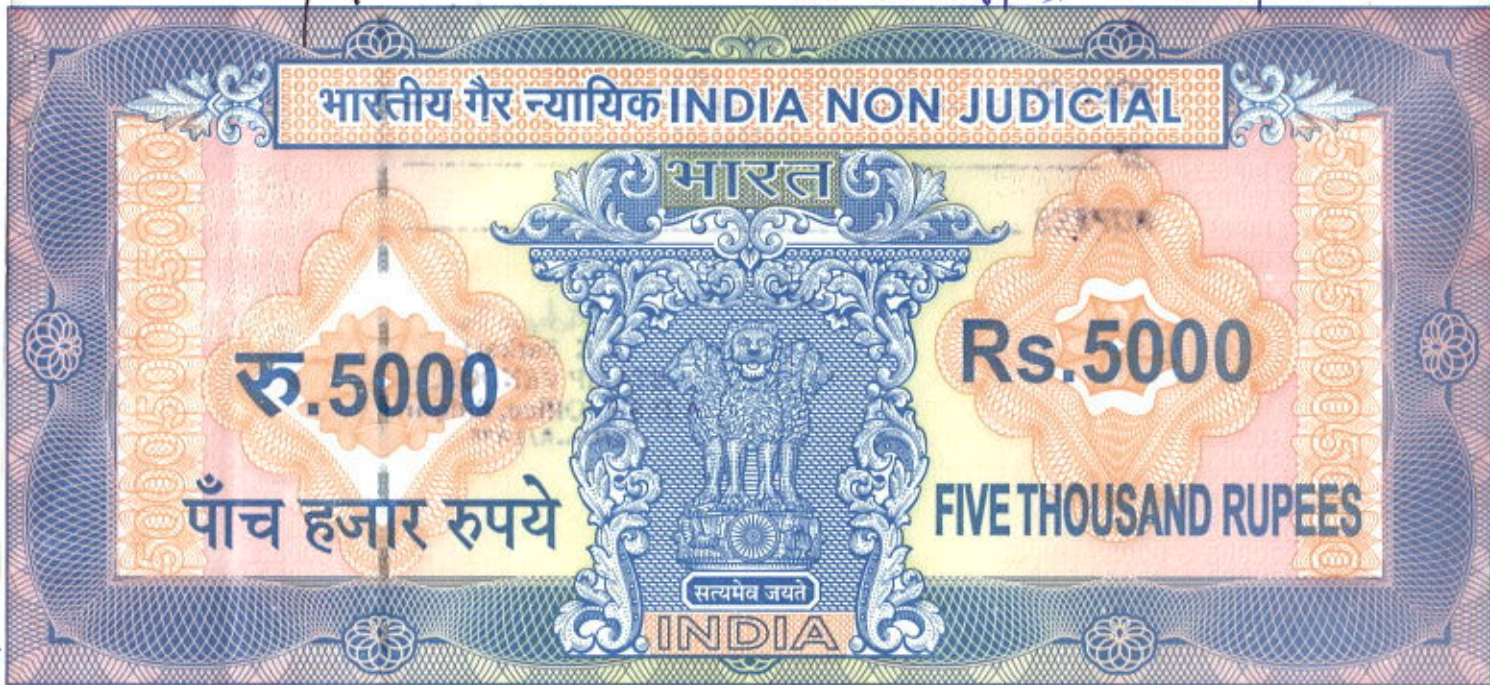


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Certified that the Document is admitted to Registration and the Signature Sheet and the Endorsement Sheet attached to this Document are part of this Document

Addl. District Sub-Registrar
Bhakti Nagar, Jalpaiguri

30 AUG 2024

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 30TH DAY OF AUGUST, TWO THOUSAND AND TWENTY FOUR.

MDS ENCLAVE LLP

Partner

Lawyer Agent



NO 3133 DATED 25/4/24
SOLD TO Santosh Agarwal
OF Siliguri
RUPRES 5000

S. K. Sarkar
(S. K. Sarkar)
STAMP VENDOR,
A.D.S.R. Office, Siliguri
1/No. 8/1975



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

30 AUG 2024

MDS ENCLAVE LLP

Partner

Mrinal

Santosh Agarwal

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BETWEEN

SMT SANTOSH AGARWAL @ SANTOSH DEVI AGARWAL, [(PAN :- AEEPA3541A) & (AADHAAR : 5901 5201 4437)], Wife of Late Kamalesh Kumar Agarwal, Hindu by Religion, Indian by Nationality, residing at Airan House, Sevoke Road, Siliguri, Ward No. 10 of S.M.C., District- Darjeeling, Pin – 734001, 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

MDS ENCLAVE LLP, [PAN: ABZFM1032E], a LLP, registered under the Limited Liability Partnership Act, 2008, bearing Identification Number-ACE-3285, dated 11/12/2023 having its registered office at C/o Mrinal Agarwal, Flat No 3B, Dwarika Signature Tower, Sevoke Road, Siliguri, P.O.-Sevoke Road, P.S.-Siliguri, District-Darjeeling, Pin-734001, in the State of West Bengal, India and represented by one of its **PARTNER-SRI MRINAL AGARWAL, [PAN:AKSPA1033F & AADHAR: 7138 5840 4131],** Son of Sri Naresh Kumar Agarwal, Hindu by religion, Indian by Nationality, Business by Occupation, residing Opposite HDFC Bank, Cigarette Company Compound, S.F. Road, P.O.-Siliguri Bazar, P.S.-Siliguri, District-Darjeeling, Siliguri, Pin-734005, 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 be deemed to be there heirs, executors, administrators, successors, representative and assigns) of the **“OTHER PART”**.

WHEREAS the landowner became the owner of altogether 10(Ten) Kathas of land, forming part of L.R. Plot No. 68 (R.S. Plot No. 396), recorded in L.R. Khatian No. 189 (R.S. Khatian No. 448), in the manner as described below and has decided to enter into this Development Agreement.

I

- A. AND WHEREAS** One **SMT. SANTOSH DEVI AGARWAL**(the landowner above-named), Wife of Kamalesh Kumar Agarwal, became the absolute owner of all that piece or parcel of total land measuring 2 (Two) Kathas 14 (Fourteen) Chhattaks 30 (Thirty) Sq. Ft. or 0.048 Acre forming part of Plot No. 396, recorded in Khatian No. 448, under Sheet No. 8, J.L. No. 2, Touzi No. 3, situated within Mouza-Dabgram, Pargana- Baikunthapur, P.S. Rajganj (Now Bhaktinagar), District-Jalpaiguri, by virtue of Deed of Conveyance, being **Document No. 3594 for the year 1984**, registered in the Office of the Sadar Joint Sub-Registrar, Jalpaiguri, executed by Banamali Das Sharma, son of Late Premdas Sharma through their constituted Attorneys 1. Sri Kharga Prasad Sharma and 2. Sri Purna Prasad Sharma, both son of Sri Banamali Das Sharma vide General Power of Attorney being Document No 125





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Bhakti Nagar, Dist. Jalpaiguri

30 AUG 2024



for the year 1984 registered at Siliguri S.R. Office and since then having permanent, heritable, transferable right, title and interest therein.

II

- A. **AND WHEREAS** One **SRI MAHENDRA KUMAR AGARWAL**, son of Jainti Parshad Agarwal, became the absolute owner of all that piece or parcel of total land measuring 2 (Two) Kathas 14 (Fourteen) Chhattaks 30 (Thirty) Sq. Ft. or 0.048 Acre forming part of Plot No. 396, recorded in Khatian No. 448, under Sheet No. 8, J.L. No. 2, Touzi No. 3, situated within Mouza-Dabgram, Pargana- Baikunthapur, P.S. Rajganj (Now Bhaktinagar), District- Jalpaiguri, by virtue of Deed of Conveyance, being **Document No. 3593 for the year 1984**, registered in the Office of the Sadar Joint Sub-Registrar, Jalpaiguri, executed by Banamali Das Sharma, son of Late Premdas Sharma through their constituted Attorneys 1. Sri Kharga Prasad Sharma and 2. Sri Purna Prasad Sharma, both son of Sri Banamali Das Sharma vide General Power of Attorney being Document No 125 for the year 1984 registered at Siliguri S.R. Office and since then having permanent, heritable, transferable right, title and interest therein.
- B. **AND WHEREAS** said **SRI MAHENDRA KUMAR AGARWAL**, son of Jainti Parshad Agarwal being owner of land measuring 2 (Two) Kathas 14 (Fourteen) Chhattaks 30 (Thirty) Sq. Ft. or 0.048 Acre, forming part of Plot No. 396, recorded in Khatian No. 448, under Sheet No. 8, J.L. No. 2, Touzi No. 3, situated within Mouza- Dabgram, Pargana- Baikunthapur, P.S. Rajganj (Now Bhaktinagar), District- Jalpaiguri, transferred his total land by virtue of Deed of Gift, being **Document No. 4672 for the year 2017**, registered in the Office of the Additional District Sub-Registrar, Bhakti Nagar, Jalpaiguri, in favour of his mother **Shila Devi Agarwal**, wife of Late Jainti Parshad Agarwal, and since then having permanent, heritable, transferable right, title and interest therein.
- C. **AND WHEREAS** said **SMT SHILA DEVI AGARWAL**, wife of Late Jainti Parshad Agarwal, being owner of land measuring 2 (Two) Kathas 14 (Fourteen) Chhattaks 30 (Thirty) Sq.Ft., forming part of Plot No. 396, recorded in Khatian No. 448, under Sheet No. 8, J.L. No. 2, Touzi No. 3, situated within Mouza- Dabgram, Pargana- Baikunthapur, P.S. Rajganj (Now Bhaktinagar), District- Jalpaiguri, transferred her total land by virtue of Deed of Gift, being **Document No. 6924 for the year 2017**, registered in the Office of the Additional District Sub-Registrar, Bhakti Nagar, Jalpaiguri, in favour of **SMT. SANTOSH AGARWAL**, wife of Late Kamlesh Kumar Agarwal, and since then having permanent, heritable, transferable right, title and interest therein.



MDS ENCLAVE LLP

Partner

Sanjeev Agarwal

III

- A. **AND WHEREAS** One **SRI RAJENDRA KUMAR AGARWAL**, son of Jainti Parshad Agarwal, became the absolute owner of all that piece or parcel of total land measuring 2 (Two) Kathas 1 (One) Chhattaks 15 (Fifteen SqFt) or 0.0345 Acre forming part of Plot No. 396, recorded in Khatian No. 448, under Sheet No. 8, J.L. No. 2, Touzi No. 3, situated within Mouza- Dabgram, Pargana- Baikunthapur, P.S. Rajganj (Now Bhaktinagar), District- Jalpaiguri, by virtue of Deed of Conveyance, being **Document No. 175 for the year 1985**, registered in the Office of the District Sub-Registrar, Jalpaiguri, executed by Banamali Das Sharma, son of Late Premdas Sharma through their constituted Attorneys 1. Sri Kharga Prasad Sharma and 2. Sri Purna Prasad Sharma, both son of Sri Banamali Das Sharma Sharma vide General Power of Attorney being Document No 125 for the year 1984 registered at Siliguri S.R. Office and since then having permanent, heritable, transferable right, title and interest therein.
- B. **AND WHEREAS** said **Sri RAJENDRA KUMAR AGARWAL**, son of Jainti Parshad Agarwal, being owner of land measuring 2 (Two) Kathas 1 (One) Chhattaks 15 (Fifteen) Sq.Ft. or 0.0345 Acre, forming part of Plot No. 396, recorded in Khatian No. 448, under Sheet No. 8, J.L. No. 2, Touzi No. 3, situated within Mouza- Dabgram, Pargana- Baikunthapur, P.S. Rajganj (Now Bhaktinagar), District- Jalpaiguri, transferred his total land by virtue of Deed of Gift, being **Document No. 4673 for the year 2017**, registered in the Office of the Additional District Sub-Registrar, Bhakti Nagar, Jalpaiguri, in favour of his mother **Shila Devi Agarwal**, wife of Late Jainti Parshad Agarwal, and since then having permanent, heritable, transferable right, title and interest therein.
- C. **AND WHEREAS** said **SMT SHILA DEVI AGARWAL**, wife of Late Jainti Parshad Agarwal, being owner of land measuring 2 (Two) Kathas 1 (One) Chhattaks 15 (Fifteen) Sq.Ft. or 0.0345 Acre, forming part of Plot No. 396, recorded in Khatian No. 448, under Sheet No. 8, J.L. No. 2, Touzi No. 3, situated within Mouza- Dabgram, Pargana- Baikunthapur, P.S. Rajganj (Now Bhaktinagar), District- Jalpaiguri, transferred her total land by virtue of Deed of Gift, being **Document No. 6923 for the year 2017**, registered in the Office of the Additional District Sub-Registrar, Bhakti Nagar, Jalpaiguri, in favour of **SMT. SANTOSH AGARWAL**, wife of Late Kamlesh Kumar Agarwal, and since then having permanent, heritable, transferable right, title and interest therein.



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Partner

Parishad

Smt. Shila Devi Agarwal

IV

- A. **AND WHEREAS** One **Sri JAINTI PARSHAD AGARWAL**, son of Late Ramji Lal Agarwal, became the absolute owner of all that piece or parcel of total land measuring 2 (Two) Kathas 1 (One) Chhattaks 15 (Fifteen) Sq.Ft. or 0.0345 Acreforming part of Plot No. 396, recorded in Khatian No. 448, under Sheet No. 8, J.L. No. 2, Touzi No. 3, situated within Mouza- Dabgram, Pargana- Baikunthapur, P.S. Rajganj (Now Bhaktinagar), District- Jalpaiguri, by virtue of Deed of Conveyance, being **Document No. 176 for the year 1985**, registered in the Office of the District Sub-Registrar, Jalpaiguri, executed by Banamali Das Sharma, son of Late Premdas Sharma by his constituted Attorneys 1. Sri Kharga Prasad Sharma and 2. Sri Purna Prasad Sharma, both are the sons of Sri Banamali Das Sharma vide General Power of Attorney being Document No 125 for the year 1984 registered at Siliguri S.R. Office and since then having permanent, heritable and transferable right, title and interest therein.
- B. **AND WHEREAS** above named **JAINTI PARSHAD AGARWAL**, died on 12.04.2013, intestate leaving behind his wife Smt. Shila Devi Agarwal and three sons namely Kamlesh Kumar Agarwal, Sri Rajendra Kumar Agarwal and Sri Mahendra Kumar Agarwal and a daughter Smt. Anita Agarwal, as his only legal heirs and Successors-in-interest as per Hindu Succession Act, 1956 and they inherited the equal share of land. Further said Kamlesh Kumar Agarwal also died on 21.04.2006, intestate leaving behind his wife Smt. Santosh Devi Agarwal and a daughter Smt. Kavita Sitani as his legal heirs and Successors-in-interest as per Hindu Succession Act, 1956.
- C. **AND WHEREAS** 1. **SRI RAJENDRA KUMAR AGARWAL** son of Late Jainti Parshad Agarwal, 2. **SRI MAHENDRA KUMAR AGARWAL** son of Late Jainti Parshad Agarwal, 3. **SMT. ANITA AGARWAL** daughter of Late Jainti Parshad Agarwal, 4. **SMT. SANTOSH AGARWAL** wife of Late Kamlesh Kumar Agarwal & daughter in law of Late Jainti Parshad Agarwal, 5. **SMT. KAVITA SITANI** daughter of Late Kamlesh Kumar Agarwal & grand daughter of Late Jainti Parshad Agarwal, being legal heirs of Late Jainti Parshad Agarwal inherited 4/5th share of land of Jainti Parshad Agarwal i.e 1 kathas 10 Chhattak 30 Sq.ft. or 1200 Sq.ft. and being owner of their portion of land they transferred their portion of land in favour of **Shila Devi Agarwal**, wife of Late Jainti Parshad Agarwal, (Mother of serial no 1, 2 & 3, Mother-In-Law of serial no. 4 and Grand Mother of serial no. 5) by virtue of Deed of Gift, being **Document No. 4803 for the year 2017**, registered in the Office of the Additional District Sub-Registrar, Bhakti Nagar, Jalpaiguri.



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Partner

Santosh Agarwal

D. **AND WHEREAS** said **SMT SHILA DEVI AGARWAL**, wife of Late Jainti Parshad Agarwal, being owner of land measuring 2 (Two) Kathas 1 (One) Chhattaks 15 (Fifteen) Sq.Ft. or 0.0345 Acre (As per Deed No 4803 for the year 2017-1 Kathas 10 Chhattaks 30 Sqft or 1200 Sqft and as Per Legal Heir-0.41666 Kathas or 300 Sqft), forming part of Plot No. 396, recorded in Khatian No. 448, under Sheet No. 8, J.L. No. 2, Touzi No. 3, situated within Mouza- Dabgram, Pargana- Baikunthapur, P.S. Rajganj (Now Bhaktinagar), District- Jalpaiguri, transferred her total land by virtue of Deed of Gift, being **Document No. 6925 for the year 2017**, registered in the Office of the Additional District Sub-Registrar, Bhakti Nagar, Jalpaiguri, in favour of **SMT. SANTOSH AGARWAL**, wife of Late Kamlesh Kumar Agarwal, and since then having permanent, heritable, transferable right, title and interest therein.

V. **AND WHEREAS** the aforesaid **SMT SANTOSH AGARWAL @ SANTOSH DEVI AGARWAL** (Landowner of these present) by virtue of 4 different deeds being Document No 3594 for the years 1984, Document No 6924 for the year 2017, Document No 6923 for the year 2017 & Document No 6925 for the year 2017 became the sole & absolute owner of 10(Ten) Kathas of land fully described in Schedule below.

VI. **AND WHEREAS** thereafter the above named Landowner subsequently also recorded the aforesaid land in her name in the record of rights at the Office of B. L. & L. R. O Rajganj, Dist- Jalpaiguri and shall ever since L. R. Khatian, being Khatian No. 189 LR Plot No. 68 was framed in the name of above-named Landowner as per provision of W.B.L.R Act, 1955.

VII. **AND WHEREAS** the Landowner has conceptualized a Project to be constructed on the Schedule land measuring 10(Ten) Kathas.

VIII. **AND WHEREAS** the Landowner in order to put her 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.



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Partner

Sanjay Agarwal

IX. 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 after fully being satisfied with right, title and interest of the First Party in respect of the below described land.

X. 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.

XI. 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 Landowner 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 units in the said project and the cost shall be borne by the Developer.

1.3 THAT the Landowner hereby grants in favour of the Developer and the Developer hereby accepts from the Landowner, the entire Development Rights over the below mentioned schedule land.

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,

2.1.1. The Developers shall pay a sum of **Rs. 51,00,000/- (Rupees Fifty One Lacs)** only at the time of execution of this agreement and remaining **Rs. 49,00,000/- (Rupees Forty Nine Lacs)** only will be paid after sanctioning Building plan from the concerned authorities, which is non-interest-bearing and refundable Security Deposit and the receipt of which is acknowledged by the Landowner.



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Partner

[Signature]
[Signature]
[Signature]

It is understood between the Parties i.e., Landowner and Developers that **Rs. 50,00,000/- (Rupees Fifty Lacs)** only of total Security Deposit will be refundable after all floor casting of building, **Rs. 25,00,000/- (Rupees Twenty Five Lacs)** only of Security Deposit will be refundable after Bricks work and plaster of the building & last, **Rs. 25,00,000/- (Rupees Twenty Five Lacs)** only of Security Deposit will be refundable after completion of the entire project.

✓ **2.1.2. Allocation:** THAT in consideration for the grant of the Development Rights from the Landowner to the Developers on the Schedule land, it is hereby agreed that the Landowner shall be allotted 70% share of the total constructed area of each floor/unit in the said project respectively and the Developers shall be allotted 30% share of the total constructed area of each floor/unit in the said project.

2.2 That the parties hereto shall maintain a separate and common account in any bank to administer the financial incomings and outgoings with regard to the consideration amount received from the indenting purchaser / allottee.

2.3 That the sale proceeds received by the sale/ transfer of the units in the said project shall be distributed among the parties in proportion to their respective shares as and when received as stipulated in clause 2.1.2 of these presents.

3. PROJECT DEVELOPMENT:-

3.1 THAT the Developers shall develop the said Project on the Schedule Land.

3.2 THAT the Developers 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, Siliguri Jalpaiguri Development Authority (S.J.D.A), Fire, Ministry of Aviation and/or other Applicable Laws from the appropriate authority for the development of the said Project and if any violation as such is made, the Developer will be solely responsible.

3.3 THAT all the approvals which may be required for the development of the said Project shall be obtained by the Developer at its own costs and expense; provided however that the Landowner 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 itself or through any contractors and sub-divide the work or appoint sub-contractors as it may deem fit and proper.

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Partner

THAT the entire cost of development/construction of the said 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 Developers shall be free to develop the said Project in such manner as it may deem fit, but always in accordance with the applicable law. The Developers shall make best endeavors to ensure that quality standards are maintained while developing the Project.

3.6. THAT the developers shall be entitled to obtain loans, project loans etc on his allocated share from any Bank, Financial Institution etc during or after the completion of project with or without mortgaging original title deed for the development of the said landed property on security on charge or mortgage of the project and such other securities and guarantees as may be required by the lender and the Landowner/ First party shall fully co-operate with the Developers and do all such acts, deed and things as be required by the developers there for. However all the liabilities of refund of such loan shall be that of the Developers only and the landowner shall not be made liable in any manner whatsoever.

3.7. THAT the roof right of the said project on the below schedule land shall be allotted between the landowner and the developers in the ratio of allocation of constructed area.

3.8. THAT the Developers in mutual considerations with the Landowner have decided the name of the Project and have named it **"DWARIKA ECOLUX ENCLAVE"**.

3.9. THAT the Developers may in mutual considerations with the Landowner shall be at complete liberty to change the nature of development over the Schedule Land, which shall not materially change the said Project.

4. POSSESSION AND RIGHT TO TRANSFER:-

4.1 THAT the Landowner shall handover the peaceful and vacant possession of the below Schedule Land to the Developers on execution of these presents. The Developers 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 Landowner shall produce the original title deeds of the below Schedule Land to the Developers in case of requirement of the same.

4.3 THAT the Landowner has as on the date hereof executed / shall execute power of attorney in favour of the Developers/ its authorised representative to do all acts and deeds necessary on

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Partner

Santosh Aggarwal

his/her/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 to enable the Developers/ its authorised representative to carry out development and completion of the said Project and confer upon the Developer/ its authorised representative the right to sell or transfer units of the Developer's Allocation in the said project.

4.4 THAT the Landowner reserves their right to sell or transfer the units of their respective allocations in the said project.

4.5 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 and as may be requested by the Developer to consummate more effectively the purposes or subject matter of this Agreement.

5. REPRESENTATIONS & WARRANTIES:-

5.1 THAT the Landowner hereby represents and warrants to the Developers that the Landowner:

(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 is capable of being developed into the said 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) 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 it being a HUF property;

(e) has acquired the below Schedule land free of any litigation, acquisition proceedings under the Land Acquisition Act, or proceedings under any urban, agricultural or other land ceiling laws;

f) shall at the instructions of the Developers 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;



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Partner

Sambath Agant

(g) undertaken to jointly and severely indemnify and keep indemnified the Developers from any and all claims, actions, disputes, loss, compensation, penalty etc. raised in view of the Landowner's defect in the title to the Schedule Land respectively;

(h) 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 Developers to carry on the construction work smoothly in the event the title of the Landowner to the Schedule Land respectively is found to be defective or encumbered in any way;

(i) has undertaken to signify their consent to the plans, elevations, designs, drawings, specifications, etc. as proposed by the Developers and to sign it and all other incidental and necessary papers for approval of the building plan;

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

(k) 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);

(l) shall pay all taxes and dues including that of land revenue and provide all land documents with mutation papers and khazana receipts to the Developers, and

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

5.2 THAT the Developers hereby represent and warrant to the Landowner that the Developers:

(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 60 (Sixty) 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 Landowner before the submission of the building plan to the concerned authority for its approval;

(c) shall make timely payments to the Government Agencies;





(d) shall get the said project registered under the provisions of the proposed legislations on its effective commencement and/or under the governing act/statute as may be applicable; and

(e) shall complete the said Project **within 30 months** from the date of sanction of the building plans from the concerned authority/ies, failing which, the Developer shall be liable to compensate the Landowner with a sum of Rs 2,50,000 (Rupees Two Lakh Fifty Thousand) only per month till the date of completion of the said project.

However, 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*. In an event of *force majeure*, the Developer must immediately notify the Landowner 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.

(f) shall carry the sale of units in the said Project to intending buyers as per the prevailing market value;

(g) shall offer an option to the Landowner to purchase the units in the said Project as per the prevailing market value, however the discretion to buy such units lies solely with the Landowner;

5.3 THAT the Landowner also represents and warrants to the Developers that no one other than the Developers shall be entitled to undertake the development and construction work on the Schedule Land and the Landowner shall not grant or create any third party rights or interest in respect of development of the below Schedule Land or any part thereof, from the date hereof.

5.4 THAT the Parties hereto 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



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Partner

Sanjay Agarwal

constituent documents or law, regulation, judgment, order, authorization, agreement or obligation or document binding on or applicable to the Parties; and

- (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 said 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.

6.2 THAT without prejudice to the right of Developers under Clause 6.1 above, in particular the Landowner shall keep indemnified and hold harmless the Developers 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 Landowner.



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Partner

Sunil Kumar Aggarwal

7. 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 Landowner. The Landowner 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 Developers. 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.

8. 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 9 below.

9. 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 three arbitrators, to be mutually appointed by the Parties. The arbitration shall be held at Siliguri in the following manner.



MDS ENCLAVE LLP

Partner

[Signature]

Sanjiv Agarwal

- (a) All proceedings in any such arbitration shall be conducted in English and Hindi;
- (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.

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.

10.2 Independent Rights: Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

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

10.4 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.

10.5 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/ies 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.

10.6 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



MDS ENCLAVE LLP

Partner

Sanjiv Agnani

hindrance in any manner in the free movement of users of places of common use in the building.

10.7 Death of Landlord: In case of death of any of the First Party and/or the Second Parties, then in that event his/her/their successors/heirs will remain bound to execute the Sale Deed in favour of prospective buyers to be selected by the Developers and also remain bound to execute an irrevocable Power of Attorney authorising the same power in favour of the Developers.

In case of death of the executing partner of the Developers, his/her/their successors/heirs shall remain bound to execute necessary documents and/or conduct the development/ construction of the said project,

10.8 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.

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

10.10 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 deemed to be a conveyance or sale or transfer of any right, title or interest of the Schedule Land from the Landowner to the Developers save and except as otherwise provided in this Agreement.

The title in the Schedule Land shall continue to be with the Landowner and the same shall vest in the name of the Landowner till such time the same is transferred in accordance with this Agreement in favour of intending purchasers

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

10.12 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.

10.13 Costs: The Developers 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 Developers herein.

10.14 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 methods as may be prescribed under law.

10.15 The name of the new building shall be "DWARIKA ECOLUX ENCLAVE"

"SCHEDULE"

All that piece or parcel of vacant land measuring about 10(Ten) Kathas, appertaining to and forming part of RS Plot No. 396 corresponding to L.R. Plot No. 68, recorded in RS Khatian No.448 corresponding L.R. Khatian No. 189, situated within R.S. & L.R. Mouza- Dabgram, R.S. Sheet No.8 corresponding to L.R. Sheet No. 17, J.L No. 2, Police Station- Bhaktinagar, District- Jalpaiguri within Ward No. 43 of Siliguri Municipal Corporation Area Located at Sevoke Road, Road Zone: Payel Cinema Hall to Cosmos Mall, Pin-734001, in the State of West Bengal.

The said land is butted and bounded as follows: -

- By the North : 15 feet Wide Private Road;
- By the South : Siliguri Auto Works(Now Known as Bajaj Showroom);
- By the East : 60 Feet Wide Sevoke Road;
- By the West : Land & House of B. D. Sharma.

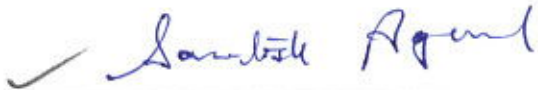


IN WITNESSES WHEREOF the parties hereto have set and subscribed their respective hands on this Agreement on the day, month and year first above written at Siliguri.

WITNESSES: -

1. Bhunaghi Karmari
S/o Prakash Karmari
8, Manguram Compound
Kholpara, Siliguri
P.O. - Siliguri Bazar
P.S. - Siliguri
Dist - Darjeeling

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


SIGNATURE OF LANDOWNER

MDS ENCLAVE LLP

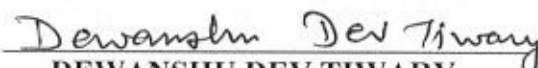


Partner

SIGNATURE OF DEVELOPER

2. Gautam Agarwal
S/o Lt Ramdhani Agarwal
Reth Snial Market
P.O. & P.S. - Siliguri
Dist - Darjeeling

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


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



RECEIPT

RECEIVED by the within named land owner from the within named developer the within mentioned sum of Rs 51,00,000/- (Rupees Fifty One Lakhs Only) as security deposit free from interest for the reason as stated above in the manner as follows:

Sl. No.	Mode of Payment	Date	Bank	Amount(Rs)
1	RTGS	02/07/2024	HDFC Bank	17,00,000.00
2	RTGS	03/07/2024	HDFC Bank	17,00,000.00
3	RTGS	04/07/2024	HDFC Bank	17,00,000.00
Total				51,00,000.00



Signature of Owner



EXECUTANT FINGER PRINT SHEET

		Thumb.	Fore Finger	Middle Finger	Ring Finger	Little Finger
 	Left Hand					
	Right Hand					



 Signature

EXECUTANT FINGER PRINT SHEET



		Thumb.	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Left Hand					
	Right Hand					

Phool
Signature

IDENTIFIER FINGERPRINT SHEET

PHOTO



LEFT THUMB IMPRESSION



Bhuresh Kannoni

Signature of Identifier

Major Information of the Deed

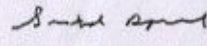
Deed No :	I-0711-05937/2024	Date of Registration	30/08/2024
Query No / Year	0711-2002296559/2024	Office where deed is registered	
Query Date	28/08/2024 5:14:50 PM	A.D.S.R. BHAKTINAGAR, District: Jalpaiguri	
Applicant Name, Address & Other Details	Dewanshu Dev Tiwary Dagapur, Siliguri, Thana : Pradhan 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 : 2], [4311] Other than Immovable Property, Receipt [Rs : 51,00,000/-]		
Set Forth value	Market Value		
Rs. 51,00,000/-	Rs. 3,20,00,001/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 51,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Jalpaiguri, P.S:- Bhaktinagar, Municipality: SILIGURI MC, Road: Sevoke Road, Road Zone : (Payel Cinema hall – Cosmos mall) , Mouza: Dabgram Sheet No - 8, JI No: 2, Pin Code : 734001

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-396	RS-448	Bastu	Bastu	10 Katha	51,00,000/-	3,20,00,001/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
Grand Total :					16.5Dec	51,00,000 /-	320,00,001 /-	

Land Lord Details :

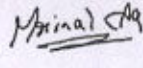
SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs Santosh Agarwal Wife of Late Kamalesh Kumar Agarwal Executed by: Self, Date of Execution: 30/08/2024 , Admitted by: Self, Date of Admission: 30/08/2024 ,Place : Office		 Captured	
		30/08/2024	LTI 30/08/2024	30/08/2024

Airan House, Sevoke Road, Siliguri, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734001 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX9 , PAN No.:: aexxxxxx1a, Aadhaar No: 59xxxxxxxx4437, Status :Individual, Executed by: Self, Date of Execution: 30/08/2024 , Admitted by: Self, Date of Admission: 30/08/2024 ,Place : Office

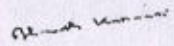
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	MDS ENCLAVE LLP SEVOKE ROAD, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 Date of Incorporation:XX-XX-2XX3 , PAN No.:: ABxxxxxx2E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Mrinal Agarwal (Presentant) Son of Mr Naresh Kumar Agarwal Date of Execution - 30/08/2024, , Admitted by: Self, Date of Admission: 30/08/2024, Place of Admission of Execution: Office		 Captured LTI 30/08/2024	 30/08/2024
	S.F. 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, Date of Birth:XX-XX-1XX5 , PAN No.:: akxxxxxx3f, Aadhaar No: 71xxxxxxxx4131 Status : Representative, Representative of : MDS ENCLAVE LLP (as Partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Bhunesh Karnani Son of Mr Prakash Kumar Karnani Khalpara, Siliguri, City:- Siliguri Mc, P.O:- Siliguri Bazar, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734005		 Captured	
	30/08/2024	30/08/2024	30/08/2024
Identifier Of Mrs Santosh Agarwal, Mr Mrinal Agarwal			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mrs Santosh Agarwal	MDS ENCLAVE LLP-16.5 Dec

Endorsement For Deed Number : I - 071105937 / 2024

On 30-08-2024

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 10:51 hrs on 30-08-2024, at the Office of the A.D.S.R. BHAKTINAGAR by Mr Mrinal Agarwal .

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 3,20,00,001/-

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

Execution is admitted on 30/08/2024 by Mrs Santosh Agarwal, Wife of Late Kamalesh Kumar Agarwal, Airan House, Sevoke Road, Siliguri, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business

Indetified by Mr Bhunesh Karnani, , Son of Mr Prakash Kumar Karnani, Khalpara, 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 30-08-2024 by Mr Mrinal Agarwal, Partner, MDS ENCLAVE LLP (LLP), SEVOKE ROAD, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

Indetified by Mr Bhunesh Karnani, , Son of Mr Prakash Kumar Karnani, Khalpara, 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 51,021.00/- (B = Rs 51,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 51,021/-

Description of Online Payment using Government Recelpt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 29/08/2024 7:49PM with Govt. Ref. No: 192024250184062248 on 29-08-2024, Amount Rs: 51,021/-, Bank: SBI EPay (SBlePay), Ref. No. 3777692159115 on 29-08-2024, Head of Account 0030-03-104-001-16

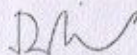
Payment of Stamp Duty

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: Impressed, Serial no 3133, Amount: Rs.5,000.00/-, Date of Purchase: 25/04/2024, Vendor name: S K Sarkar

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 29/08/2024 7:49PM with Govt. Ref. No: 192024250184062248 on 29-08-2024, Amount Rs: 70,021/-, Bank: SBI EPay (SBlePay), Ref. No. 3777692159115 on 29-08-2024, 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 0711-2024, Page from 123744 to 123771
being No 071105937 for the year 2024.



BW

Digitally signed by BISWARUP GOSWAMI
Date: 2024.09.03 14:01:49 +05:30
Reason: Digital Signing of Deed.

(Biswarup Goswami) 03/09/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
West Bengal.