SL. No 1691/2023 I - 1661/2013 भारतीय गैर न्यायिक INDIA NON JUDICIAL Rs.5000 रु.5000 FIVE THOUSAND RUPEES H 972507 পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL :1: DEVELOPMENT AGREEMENT THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 12 DAY 2023. Trig rimght 2000

NIDE VENTURES LLP Govt, Stamp Vendo Bagdogra Lines No. 545/RM 07 / Darjeeling NEEV NIRMAN PARTNER 1241- 636 **EEV NIRMAN** PARTNER and Dist Sub-Registrar DK VENTURES LLP Prigner i. Dr. Darjechips PARTNER hurrady Kurdn loderi. S.Kr. Kundu lill. & P.O. Haiderpore,

E 182 1 12 23

P.S. Bhartinagar,





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"NEEV NIRMAAN", a Partnership Firm, having its office at China Plaza, Seth Srilal Market, P.O. and P.S. Siliguri, District – Darjeeling - represented by two of its Partner,1) SRI DIPAK MUNDHRA, Son of Sri Bijay Kumar Mundra, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of 3nd Floor Plot No.9, Panchwati Housing Complex, P.O. Sevoke Road, P.S. Bhaktinagar, in the District of Jalpaiguri, in the State of West Bengal and 2) SRI NARAYAN PRASAD AGARWAL ALIAS NARAYAN AGARWAL, Son of Sri Shree Chand Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Uttar Rathkhola, Bhimram, P.O. & P.S. Naxalbari, District- Darjeeling---hereinafter called the "LAND OWNER/FIRST PARTY" (which expression shall unless excluded by or repugnant to the context be deemed to include its partners, executors, successors, representatives, administrators and assigns) of the "FIRST PART". (PAN-AASFN7165P)

AND

MNDK VENTURES LLP, A Limited Liability Partnership, having its office at Patanjali Chikitsalay, 19 R.K Compound, Burdwan Road, P.O Siliguri Bazar, P.S Siliguri, District Darjeeling - represented by one of its Partner SRI MRINAL AGARWAL, son of Sri Naresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Cigaratte Company Compound, S.F Road, P.O Siliguri Bazar, P.S. Siliguri, District Darjeeling - hereinafter called the "DEVELOPER/SECOND PARTY" (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors, representatives administrators and assigns) of the "SECOND PART". (PAN: ABLFM0184D).







WHEREAS MNDK VENTURES LLP, became the owner of land measuring 8.6875 Kathas by virtue of purchase from Sri Govindram Agarwal Shah vide two registered sale deeds being document No. I-1400 and I-1819 both for the year 2019 and the same were registered in the Office of the Additional District Sub-Registrar Siliguri, in the District of Darjecling

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AND WHEREAS one SRI DURGA PRASAD SHAH and others who were the owners of land measuring 33.0625 Kathas entered into a Development Agreement with MNDK VENTURES LLP, (the above said Developer), by virtue of a Registered Development Agreement dated 30.06.2020, being document No.I-0960 for the year of 2020 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri, in the District of Darjeeling.

AND WHEREAS the land of MNDK VENTURES LLP and SRI DURGA PRASAD SHAH and others measuring in total 41.75 Kathas is fully described in the Schedule 'A' below.

AND WHEREAS "NEEV NIRMAAN", a Partnership Firm became the owner of land measuring 13 Kathas along with one storied Residential Building measuring 1000 Sq.Ft. with cemented flooring standing thereon by virtue of purchase from SRI SAJJAN KUMAR AGARWAL vide Registered Deed of Sale, dated 16.07.2021, being Document No. I-1583 for the year 2021 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri, in the District of Darjeeling.

AND WHEREAS "NEEV NIRMAAN" demolished the Residential Building measuring 1000 Sq.Ft. standing on the abovementioned land and the said vacant land measuring 13 Kathas is more particularly described in the schedule 'B' below.





AND WHEREAS "NEEV NIRMAAN" desirous of constructing a multi storied building on the aforesaid plot of land more particularly described in the schedule 'B' below which is adjacent to the land more particularly described in the schedule 'A' below but due to lack of experience was in look out for a Entity/Developer to develop its scheduled landed property approached the above said Developer MNDK VENTURES LLP to develop its scheduled "A" landed property along with scheduled "B" landed property and the Developer MNDK VENTURES LLP agreed to the request of the First Party.

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AND WHEREAS thereafter the entire land is particularly described in the schedule 'C' below.

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

ARTICLE I - DEFINITIONS

In this Agreement, unless otherwise specifically mentioned:-

- 1.1 "NEEV NIRMAAN", a Partnership Firm.
- 1.2 The Developer shall mean the said "MNDK VENTURES LLP" and their partners, successor/successors in office, executors and administrators and assigns at all material times.







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- 1.3 Building(s) shall mean the building to be constructed on the Scheduled Land as per the plan or plans sanctioned by the said authorities.
- 1.4 Unit shall mean the constructed area and/or spaces in the Commercial/ Residential Complex intended to be built and/or constructed, capable of being occupied and enjoyed separately as a distinct entity at the Residential/Commercial Complex or buildings to be constructed on the said land.
- 1.5 Super built-up area shall mean the total constructed area which will include common pathway, staircases, passageways, water tanks, reservoirs, statutory vacant space together with the width of the walls and such other areas used for accommodating common services to the building to be constructed on the Scheduled Land.
- 1.6 Architect shall mean any person or other association of persons, whether incorporated or not, whom the Developer may appoint from time to time as the Architect of the building/s to be constructed on the said land.
- 1.7 The Plan shall mean the plan or plans, elevation, designs, drawings and specifications of the building or buildings as sanctioned by the Municipality/Local body or Development Authority including modification or variation thereof which may be made from time to time.
- 1.8 Saleable Area shall mean the space or spaces in the new Residential /Commercial complex available for independent—use and occupation after making due provisions of common facilities and the space required therefore.
- 1.9 Transfer within its grammatical variations and cognate expression shall include transfer by delivery of possession and by any other means adopted for effecting what is understood as a transfer





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of space in a multi-storied building to purchasers thereof although the same may not amount to a transfer in law.

- 1.10 Transferee shall mean a person, persons, Firm, Limited Company, Association of persons to whom any space and/or unit in the Residential/Commercial complex to be constructed at the said premises has been transferred.
- 1.11 Words importing singular shall include plural and vice versa and shall include all the other genders, i.e. masculine, feminine and neutral genders.

ARTICLE II - COMMENCEMENT

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

ARTICLE III - OWNERS' RIGHTS & REPRESENTATIONS

- 3.1 The Owners are absolutely seized and possessed or otherwise well and sufficiently entitled to all that the entirety of Scheduled Land.
- 3.2. Excepting the Owners, no other person or persons have any claim or interest and/or demand over and in respect of Scheduled Land.
- 3.3. The Land owned by the Owners is free from all encumbrances, lien, lispendens, attachments, trusts, acquisitions, requisitions whatsoever or howsoever.
- 3.4. There is no bar, legal or otherwise, for the Owners to obtain any certificates, sanctions, consents or permissions that may be required for transferring the proportionate undivided share or interest in the land owned by him to the respective purchasers of Shops/Offices/units in the new building/s to be constructed on the said land.





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3.5 There is no subsisting agreement for sale and/or development of the land owned by the owner with any other party or parties.

ARTICLE IV - DEVELOPER'S RIGHTS

- 4.1. The Owner hereby grants, subject to the provisions contained herein, exclusive right to the Developer to build upon and to commercially exploit the Scheduled Land in accordance with the plan or plans sanctioned by the Municipality and or any local Authority with or without any modification and/or amendment thereto made or caused to be made by the parties hereto.
- 4.2. All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be signed by the Owners or (through duly authorised representative in that behalf) and submitted by the Developer at the Developer's own costs and expenses for sanction.

ARTICLE V - CONSIDERATION

5.1 In consideration of the owners allowing the Developer to develop the said premises the Developer shall allocate owner's area as mentioned hereunder:

5.2 The Owner's Allocation :-

SI. No	Unit No.	Floor	Carpet Area (As Per Rera)	Built Up Area	Super Built Up Area
1	LG-C	Lower Ground	3982 Sq.ft.	4106 Sq.ft.	5545 Sq.ft.
2	UG-C	Upper Ground	4094 Sq.ft	4224 Sq.ft.	5705 Sq.ft.
3	I-C	First	4434 Sq.ft.	4575 Sq.ft.	6180 Sq.ft.
4	В3	Third	2058 Sq.ft.	3039 Sq.ft.	3650 Sq.ft.
5	В4	Fourth	2058 Sq.ft,	3039 Sq.ft.	3650 Sq.ft.
6	B5	Fifth	2058 Sq.ft.	3039 Sq.ft.	3650 Sq.ft.

Along with 6 parking space at Basement floor and 1 extra space for DG in Open Area of the Project.



All in the Block 1 to be constructed on the land fully described in Schedule-C.

Note: The Built Up Area for Unit No LG-C, UG-C & I-C includes Carpet Area+Walls & for Unit No. B3, B4 & B5 includes Carpet Area+Walls+Balcony+Servant Quarter+Common Passage.

5.3 The Developer's Allocation :-

All that remaining Constructed Area in all the Blocks of the buildings to be constructed on the land fully described in Schedule-C excluding the area to be allocated to **SRI DURGA PRASAD SHAH** and others as per the Registered Development Agreement dated 30.06.2020, being document No.I-0960 for the year of 2020.

ARTICLE VI - PROCEDURE

6.1 The Land Owners shall grant a Registered Power of Attorney in favour of the Developer above named for obtaining necessary permissions and/or sanctions from different authorities in connection with the development of the new building/s at the said land and also for pursuing and following up the matter with the Municipality and /or any local body/Development authority and other statutory authorities and also for execution and presentation of Sale Deed, Lease Deed etc before the Registering Authority in respect of the Developer's Allocation only.

ARTICLE VII - BUILDING

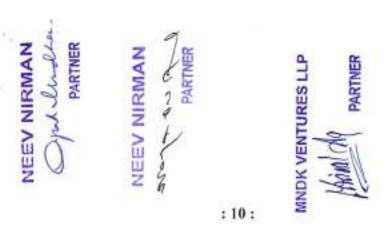
/.1 The Developer shall at its own costs, construct erect and complete the Commercial/Residential complex on the Scheduled land as described in schedule hereto in accordance with the plan with good and standard materials as may be specified by the Architects. The new building/s shall be a Residential/Commercial complex having elevation and features permissible under the rules and regulation applicable to the said premises as may be approved by the Municipality and or Local Body/Development Authority.



- 7.2 Subject as aforesaid, the decision of the Developer regarding the quality of the materials and the specification shall be final and binding upon the parties hereto.
- 7.3 The Developer shall install and erect in the said new building/s, at its own costs, pumps, tube-well, water storage tanks, and other facilities as are required to be provided in a Commercial/Residential complex having self-contained units for sale of constructed areas therein on ownership basis and as mutually agreed to.
- 7.4 The Developer shall be authorised in the name of the Owners so far as is necessary, to apply for and obtain allocation of building/s materials allocable to the Owners for the construction for the building/s and to similarly apply for and obtain temporary and permanent connections of water, electricity power, drainage, sewerage to the new building/s and other inputs and facilities required for the construction and enjoyment of the Residential/Commercial complex for which purpose the Owners shall execute in favour of the nominee of the Developer, Power(s) of Attorney and other authorities as shall be required by the Developer. All costs charges and expenses therefore shall be borne and met by the Developer.

ARTICLE IX - COMMON FACILITIES

8.1 The Developer shall pay and bear all Local/Development Authority charges, Municipal Taxes, and other statutory outgoing as would be levied by the Government or any statutory authorities in respect of the said premises accruing as and from the date of handing over of vacant possession of the land by the Owners to the Developer, till the date of the Owners receiving the Owners' Allocation as stated herein in the new building/s and thereafter the Developer and/or it's nominee or transferees shall bear such taxes, fees, etc, in respect of the Developer's Allocation only.



8.2 The Developer shall complete the Construction of the proposed building within such time as may be allowed by Municipality/Local/Development authority and as soon as the complex is/are completed, the Developer shall give notice to the Owners requiring the Owners to take possession of the Owners' Allocation in the building/s and after 15(Fifteen) days from the date of service of such a notice and at all times thereafter, the Owners shall be exclusively responsible for payment of all

municipal and property taxes, rates, duties, dues and other public outgoing and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said Rates") with effect from the date of delivery of possession of the said Owners' Allocation, payable in respect of the said Owners' Allocation, the said Rates to be apportioned pro-rata with reference to the saleable space in the Commercial/Residential complex if they are levied on the building/s as a whole.

- 8.3 The Owners and the Developer shall punctually and regularly pay for their respective allocations of the said Rates to the concerned authorities or otherwise as may be mutually agreed upon between the Owners and the Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be, consequent upon a default by the Owners or the Developer in this behalf.
- 8.4 As and from the date of service of notice of possession, the Owners shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate service charges in respect of the new building/s which will be fixed and/or determined mutually from time to time for the common facilities in the new building/s payable in respect of the Owners' Allocation. The said charges include proportionate share of water, fire and scavenging charges and taxes, light, sanitation, maintenance, operation, renovation, replacement, repair and renewal charges and management of the common facilities, renovation, replacement, repair and maintenance charge and expenses for the building/s and of all common wiring pipes, electrical and mechanical equipment switch-gear, transformers, generators, pumps, motors and other electrical and mechanical



installations, appliances, and equipment, stairways, corridors, halls, passageways, pathways and other common facilities whatsoever as may be mutually agreed upon from time to time PROVIDED THAT if any additional maintenance or repair is required for the Owners' Allocation by virtue thereof, the Owners shall be exclusively liable to pay and bear the additional maintenance or repair charges, as the case may be.

- 8.5 Any transfer of any part of the Owners' Allocation in the new building/s shall be subject to the other provisions hereof and the Owners shall thereafter be responsible in respect of the space transferred to other persons, to pay the said Rates and service charges due for the common facilities till the date of transfer. It is made clear that the Owners shall be responsible for payment of all municipal and property taxes and other outgoing and impositions in respect of the portions allocated to the Owners to the authorities concerned only.
- 8.6 The Owners shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said Commercial/Residential complex at the said premises.

ARTICLE X - COMMON RESTRICTIONS

- 9.1. The Owners' Allocation in the new building constructed on the Scheduled land shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the Commercial/Residential complex intended for the common benefits of all occupiers of the Commercial/Residential complex which shall include the following.
- 9.2. The Owners/Developer shall not use or permit to use the Owners' Allocation/Developer's Allocation in the Commercial/Residential complex or any portion thereof of for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupiers of the Commercial/Residential complex.



- 9.3. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent of the other in writing in this behalf.
- 9.4. Neither party shall transfer or permit transfer of their respective allocations or any portion thereof unless:
- a) Such party shall have observed and performed all terms and conditions on their respect/part to be observed and/or performed, and
- b) The proposed Transferees have given a written undertaking to be bound by the terms and conditions hereof and to duly and promptly pay all and whatsoever which shall be payable in relation to the area in his possession.
- 9.5 Both the parties shall abide by all Laws, Bye-Laws, Rules and Regulations of the Government, Local Bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said Laws, Bye-Laws, Rules and Regulations.
- 9.6 The respective Allottees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc, in each of their respective allocations in the Commercial/Residential complex in good working condition and repair and in particular so as not to cause any damage to the complex or any other space or accommodation therein and shall keep other occupiers of the complex indemnified from and against the consequences of any breach.
- 9.7. The parties hereto shall not do or cause or permit to be done any act or things which may render void or voidable any insurance of the new building or buildings or any part thereof and shall keep



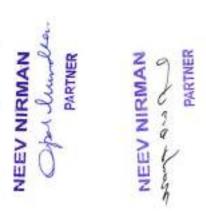
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each other and other occupiers of the said building/s harmless and indemnified from and against the consequences of any breach.

- 9.8 No goods or other items/materials shall be kept by the Owners or by the Developer for display or otherwise in the corridors or other places for the common use in the complex and no hindrance shall be caused in any manner in the free movement in the corridors and other places for common use in the new building/s and in case any such hindrance is caused, the Developer or the Owners, as the case may be, shall be entitled to remove the same at the risk and cost of the other.
- 9.9 Neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to thrown or accumulated in or about the complex or in the compounds corridors or any other portion or portions of the new building/s.

ARTICLE XI - OWNER'S OBLIGATIONS

- 10.1 The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the new building at the said premises by the Developer.
- 10.2 The Owners hereby agree and covenant with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and/or disposing of any part of the Developer's Allocation in the new building.
- 10.3 The Owners hereby agree and covenant with the Developer not to let out, mortgage, and/or charge the said premises or any portion thereof without the consent in writing of the Developer during the period of construction.





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ARTICLE XII - DEVELOPER'S OBLIGATIONS

- 11.1 The Developer hereby agrees and covenants with the Owners to complete the construction of the new building/s at the said premises in terms of the sanctioned plan/s within Such time as be allowed by Municipality/any other authority.
- 11.2 The Developer hereby agrees and covenants with the Owners not to do any act deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any of the Owners' Allocation in the Commercial/Residential complex at the said premises, subject to the terms and conditions herein contained.
- 11.3 The Developer shall comply with all Laws, Rules/Regulations of construction of the proposed building and the owner will not be liable for any violation of any law, Rules/regulation by the Developer.
- 11.4 The Developer shall complete the construction of the building within 4(Four) years from the date of passing of the Plan or handover of possession whichever is greater with grace period of further six months subject to Force Majeure.
- 11.5 The Owners hereby agree that the Developer shall be at liberty to enter into Development Agreement with the adjacent land owners or purchase their land and expand the construction and the owner shall have no objection in this regard and there will be no increase in the Owners



Allocation/Consideration as mentioned in this Development Agreement and all the owners, developer and intending purchasers shall have right to use and enjoy the common provisions and facilities of the constructed complex.

ARTICLE XIII - OWNERS' INDEMNITY

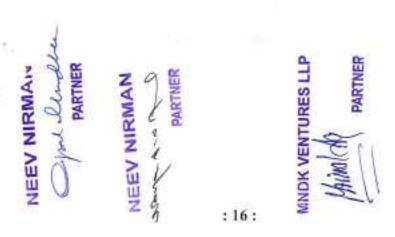
12. The Owners hereby undertake that the Developer shall be entitled to the Developer's allocation in said construction and shall enjoy its allocated space without any interference and/or disturbance provided the Developer performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed.

ARTICLE XIV - DEVELOPER'S INDEMNITY

- 13.1 The Developer hereby undertake to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in or relating to or arising out of the construction of the said building/s at the said premises.
- 13.2 The Developer hereby undertakes to keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises.

ARTICLE XV - TAXES

14. I That if any GST or Income Tax Liability arises in respect of any area retained or sold by the Landowner from the area allotted to them then the Landowner shall be liable to pay the same to the Developer.



14.2. That the Landowner shall be liable to pay the proportionate cost of Transformer, Fire Equipment and Maintenance charges in respect of any area retained by it.

ARTICLE XVI - MISCELLANEOUS

- 15.1 The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as a Partnership between the Developer and the Owners or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute as an Association of Persons.
- 15.2 It is understood that from time to time to facilitate the construction of the new building/s at the said premises by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein and the Owners hereby undertakes to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Owners shall execute any such additional Power(s) of Attorney and/or authority as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be, provided that all such acts, deeds, matters and things do not in any way infringe the right of the Owners and/or go against the spirit of this Agreement.
- 15.3 The Developer shall at the time of his choice frame Scheme for the management and administration of the said building at the said premises and/or common part thereof. The Developer





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and the Owners hereby agree to abide by all the Rules and Regulations of such Management/ Society/Association/ Holding Organization and hereby give their consent to abide by the same.

- 15.4 As and from the date of completion of the new building, the Developer and/or its transferees and the Owner and/or his transferees shall each be liable to pay and bear proportionate charges on account of all taxes payable in respect of their allocations.
- 15.5 The Project shall be known as "DWARIKA RAMESHWARAM".

ARTICLE XVII - FORCE MAJURE

- 16.1 Meaning: Force Majeure shall mean and include an event preventing either party from performing any or all of its obligations under this agreement, which arises from or is attributable to unforeseen occurrences, act events, omissions or accidents which are beyond the reasonable control of the party so prevented and does not arise out of a breach by such party of any of its obligations under this agreement, including without limitation any abnormally inclement weather flood, lightening, storm, fire explosion, earthquake, subsidence structural damage, epidemic or other natural physical disaster, failure or storage of power supply, wer, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non availability of construction material, hike in prices of construction material and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either party) or any relevant Government or Court orders.
- 16.2 Saving Due to Force Majeure: if either party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure that party shall have no liability in respect of the performance of such of its obligations as are prevented by the event/s of force majeure. Neither the owners nor the developer shall be held responsible for any consequences or liabilities under this Agreement if in performing the same by reason of force majeure. Neither



party shall deemed to have defaulted in the performance of its contractual obligations whist the performance thereof is prevented by force majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure.

ARTICLE XVIII - ARBITRATION

17. In case if any dispute, difference or question arising between the parties hereto with regards to this Agreement, the same shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and/or any other statutory modification and/or enactment relating thereto.

ARTICLE XIX - JURISDICTION

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

SCHEDULE 'A'

All that piece or parcel of vacant Bastu land measuring 41 kathas 12 Chattaks or 41.75 Kathas out of which land measuring 7 Kathas 12 Chhataks appertains to and forms part of R.S. Plot No. 3180, recorded in R.S. Khatian No. 1254 and land measuring 34 kathas appertains to and forms part of R.S. Plot No. 3178, recorded in R.S. Khatian No. 1429, in Mouza Siliguri, J.L. No. 110(88), Pargana Baikunthapur within the limits of Siliguri Municipal Corporation P.S. Siliguri, District- Darjeeling.

The said land is bounded and butted as follows:-

North ... Land of Shankar Lal Agarwal

South ... Land of Neev Nirman

East ... 15 ft wide Road

West ... Burdwan Road



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SCHEDULE 'B'

(LAND TO BE DEVELOPED AS PER THIS DEVELOPMENT AGREEMENT)

All that piece or parcel of vacant Bastu land measuring 13 Kathas forming part of R.S Plet No 3178, recorded in R.S. Khatian No. 1429, in Mouza Siliguri, J.L. No. 110 (88), Pargana Baikunthapur, within the limits of Siliguri Municipal Corporation P.S. Siliguri, Dist Darjeeling. In Ward No. 9 of Siliguri Municipal Corporation Area at Burdawan Road (Road Zone: Jhankar More-Jalpai More)

The said land is bounded and butted as follows:-

North ... Land of Durga Prasad Agarwala and others

South ... Land of Niranjanlal Agarwala @ Shah

East ... Land of Durga Prasad Agarwala.

West ... 60 feet wide Burdwan Road

SCHEDULE 'C'

All that piece or parcel of vacant Bastu land measuring 54.75 Kathas out of which land measuring 7 Kathas 12 Chhataks appertains to and forms part of R.S Plot No 3186, recorded in R.S. Khatian No. 1254 and land measuring 47 Kathas appertains to and forms pert of R.S Plot No. 3178, recorded in R.S. Khatian No 1429, in Mouza Siliguri, J.L. No. 110 (88), Fargana Baikunthapur, within the limits of Siliguri Municipal Corporation P.S Siliguri, Dist Darjeeling

The said land is bounded and butted as follows:-

North ... Land of Shankar Lal Agarwal

South ... Land of Niranjanial Agarwal @ Shah

East ... 15 ft wide Road.

West ... 60 feet wide Burdwan Road.







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SCHEDULE 'D' LAND OWNERS ALLOCATION

SI. No	Unit No.	Floor	Carpet Area (As Per Rera)	Built Up Area	Super Built Up Area
1	LG-C	Lower Ground	3982 Sq.ft.	4106 Sq.ft	5545 Sq.ft.
2	UG-C	Upper Ground	4094 Sq.ft.	4224 Sq.ft	5705 Sq.ft.
3	I-C	First	4434 Sq.ft.	4575 Sq.ft	6180 Sq.ft.
4	В3	Third	2058 Sq.ft.	3039 Sq.ft	3650 Sq.ft.
5	B4	Fourth	2058 Sq.ft.	3039 Sq.ft	3650 Sq.ft.
6	B5	Fifth	2058 Sq.ft.	3039 Sq.ft	3650 Sq.ft.

Along with 6 parking space at Basement floor and 1 extra space for DG in Open Area of the Project.

All in the Block 1 to be constructed on the land fully described in Schedule-C. .

Note: The Built Up Area for Unit No LG-C, UG-C & 1-C includes Carpet Area+Walls & for Unit No. B3, B4 & B5 includes Carpet Area+Walls+Balcony+Servant Quarter+Common Passage

SCHEDULE 'E' DEVELOPER'S ALLOCATION

All that remaining Constructed Area in all the Blocks of the buildings to be constructed on the land fully described in Schedule-C excluding (the area to be allocated to SRI DURGA PRASAD SHAH and others as per the Registered Development Agreement dated 30.06.2020, being Document No.1-0960 for the year of 2020 and the present Landowner's Allocation as mentioned in Schedule 'D' above).

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribe their respective hands and seals to these presents on the day month and year first above written.

NEEV NIRMAN

PARTNER

NEEV NIRMAN

SIGNED and DELIVERED by the

PARTNER-

Within named OWNERS at Siliguri

In the presence of:

MNDK VENTURES LLP

PARTNER

SIGNED and DELIVERED by the

Within named DEVELOPER at Siliguri

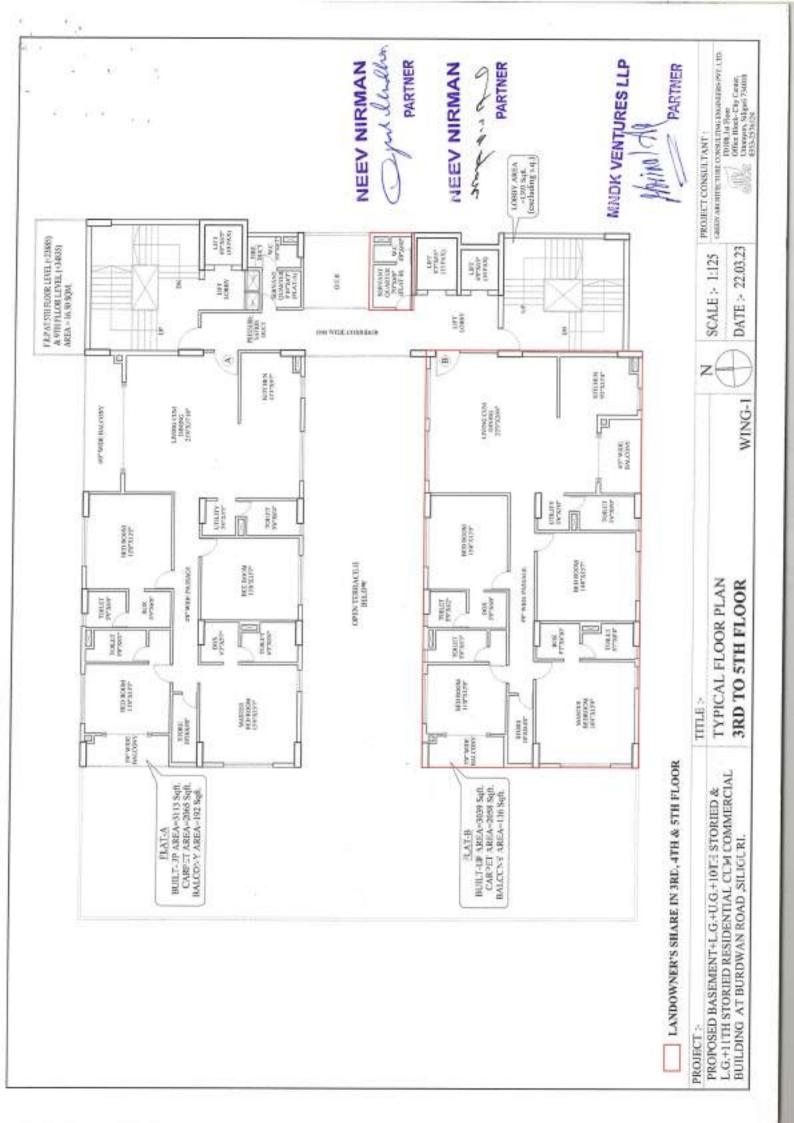
In the presence of:

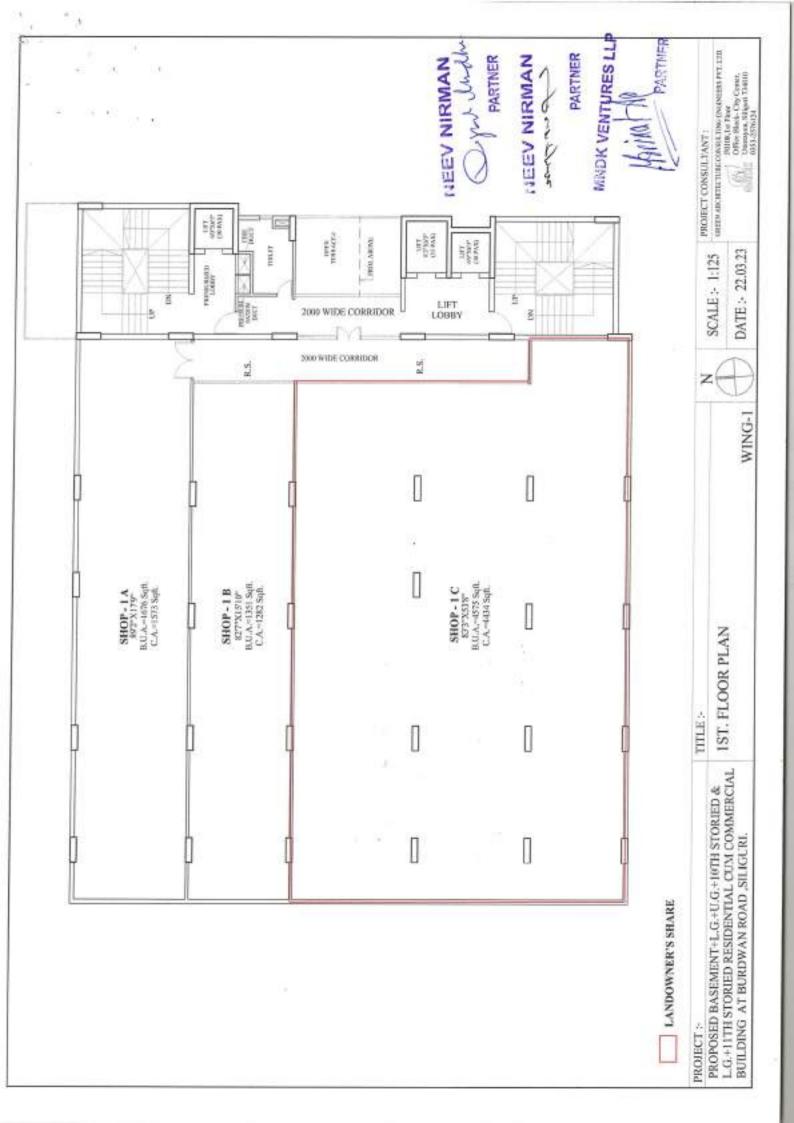
1. Shuradip Kundu Hodri S. Kr. Kundu Vill & P.O. Hardespara, P. of Bhartinggar, Dist. Jolpanguri

2. Bhinesh Kannani S/o Phakash Kannani 8, Mangtutam Compound Siligiti -7240as Drafted, readover and explained by me and printed in my office.

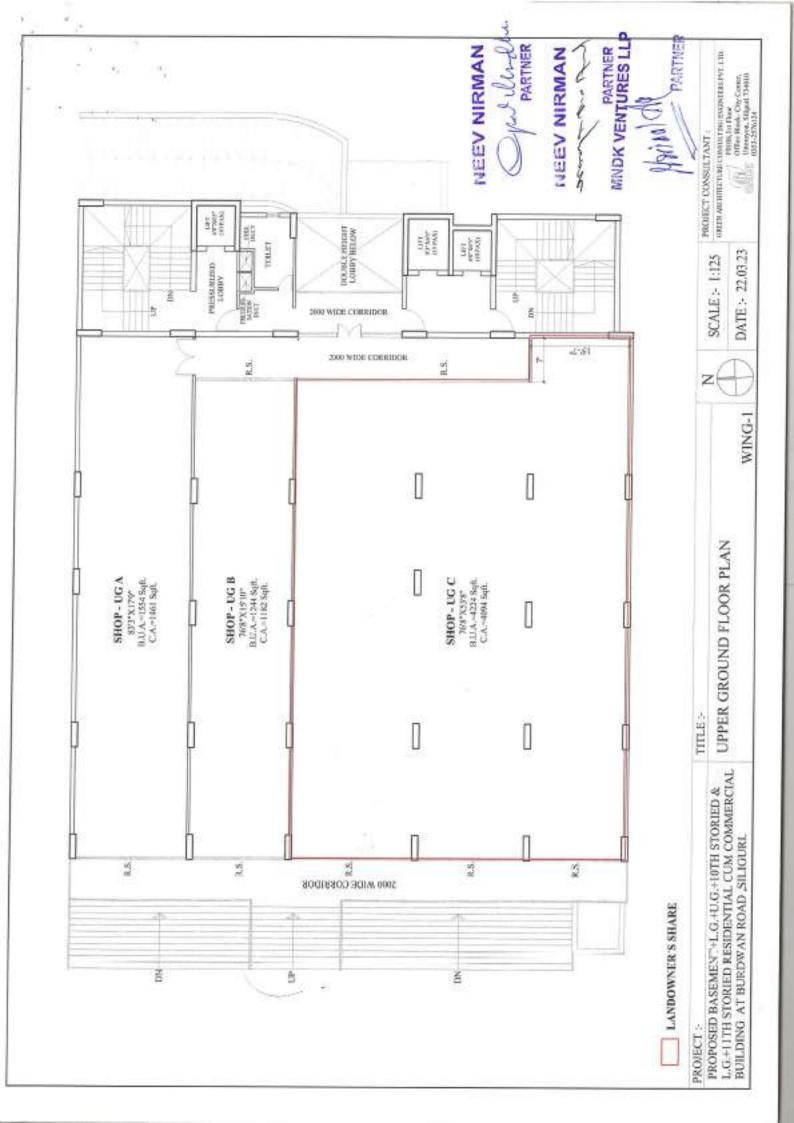
Marios Agarwal

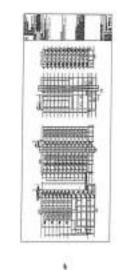
MANOJ AGARWAL ADVOCATE, SILIGURI Enrl. No. F-505/434 of 1997



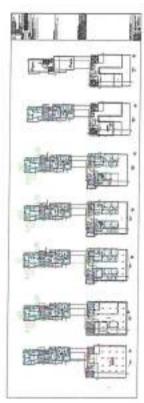


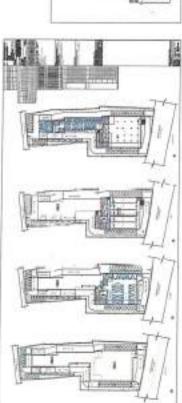














MEEV NIRMAN

PARTNER PARTNER

PARTNER MEEV NIRMAN

		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
30	LEFT HAND				INF TO	1000
2mg	RIGHT HAND					

Ogal SignaPARTNER

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND					
RIGHT HAND			1500 mg.		(1)

Signal APT NER

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND					
RIGHT HAND	n in	dh.			

MNDK VENTURES LLP

SignatuPARTNER

INDENTIFIER PHOTO SHEET

РНОТО



LEFT THUMB IMPRESSION



Bharradip Kunda

Signature of Identifier



Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue OFFICE OF THE A.D.S.R. SILIGURI, District Name: Darjeeling Signature / LTI Sheet of Query No/Year 04022001097726/2023

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr DIPAK MUNDHRA PANCHAWATI HOUSING COMPLEX,SEVOKE ROAD, City:- Siliguri Mc, P.O:- SEVOKE ROAD, P.S:-Bhaktinagar, District:-Jalpalguri, West Bengal, India, PIN:- 734008	Represent ative of Land Lord [NEEV NIRMAAN]			NEEV NIRMAN PARTHER 12/65/2023
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr NARAYAN PRASAD AGARWAL Alias Mr NARAYAN AGARWAL UTTAR RATHKHOLA, BHIMRAM , City:- Not Specified, P.O:- NAXALBARI, P.S:- Naxalbari, District:- Darjeeling, West Bengal, India, PIN:- 734429	Represent ative of Land Lord [NEEV NIRMAAN			NEEV NIRMAN SCATTLE OF D PARTNER 12/05/1023

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

SI No.	Name of the Execut	tant Category	Photo	Finger Print	Signature with date
3	Mr MRINAL AGARW, CIGARETE COMPAN COMPOUND, S.F ROAD, SILIGURI, City Siliguri Mc, P.O:- SILIGURI BAZAR, P. Siliguri, District:- Darjeeling, West Ben India, PIN:- 734001	NY ative of Developer y:- [MNDK VENTURE S:- S LLP]			MNDK VENTURES LLP
SI No.	Name and Address of identifier	Identifier	of I	Photo Finger Pri	nt Signature with date
1	Mr SHUVRADIP KUNDU: Son of Mr SUBRATA KUMAR KUNDU EAST CHAYAN PARA, City:- Siliguri Mc, P.O:- HAIDERPARA, P.S:- Bhaktinagar, District:- Jalpaiguri, West Bengal, India, PIN:- 734006	Mr DIPAK MUNDHR NARAYAN PRASAD Mr MRINAL AGARW	AGARWAL,		Shurrady Kurch 12/05/2023

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

Major Information of the Deed

Deed No :	I-0402-01661/2023	Date of Registration	27/06/2023	
Query No / Year	0402-2001097726/2023	Office where deed is re	egistered	
Query Date	02/05/2023 11:38:23 AM	A.D.S.R. SILIGURI, Dis	trict: Darjeeling	
Applicant Name, Address & Other Details	MANOJ AGARWAL Thana: Siliguri, District: Darjeeling, WEST BENGAL, Mobile No.: 760224170 :Advocate		o. : 7602241704, Status	
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]		
Set Forth value		Market Value		
		Rs. 5,26,50,005/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 75,020/- (Article:48(g))		Rs. 21/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing	the assement slip.(Urban	

Land Details :

District: Darjeeling, P.S.- Siliguri, Municipality: SILIGURI MC, Road: BURDWAN ROAD, Road Zone : (Jhankar More – Jalpai More) , Mouza: Siliguri, JI No: 88, Pin Code : 734004

Other Details SetForth Market Land Use Area of Land Khatian Sch Plot Value (In Rs.) Value (In Rs.) Proposed ROR Number Number No 5,26,50,005/- Width of Approach Bastu 13 Katha RS-1429 Bastu L1 RS-3178 Road: 60 Ft., Adjacent to Metal Road, 526,50,005 /-0 /-21.45Dec Grand Total:

Land Lord Details:

SI No	Name, Address, Photo, Finger print and Signature
	NEEV NIRMAAN CHINA PLAZA, SETH SRILAL MARKET, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:- Darjeeting, West Bengal, India, PIN:- 734005, PAN No.:: AAxxxxxx5P, Aadhaar No Not Provided by UIDAI, Status Organization, Executed by: Representative, executed by: Representative

Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
	MNDK VENTURES LLP PATANJALI CHIKITSALAY,19 R.K COMPOUND,BURDWAN ROAD, City:- Siliguri Mc, P.O:- SILIGURI BAZAR, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005, PAN No.:: ABxxxxxx4D,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

Representative Details:

SI No	Name, Address, Photo, Finger print and Signature
1	Mr DIPAK MUNDHRA (Presentant) Son of Mr BIJAY KUMAR MUNDHRA PANCHAWATI HOUSING COMPLEX, SEVOKE ROAD, City:- Siliguri Mc, P.O:- SEVOKE ROAD, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734008, Sex Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 59xxxxxxxxx7075 Status: Representative, Representative of: NEEV NIRMAAN (as PARTNER)
2	Mr NARAYAN PRASAD AGARWAL, (Alias Name: Mr NARAYAN AGARWAL) Son of Mr SHREE CHAND AGARWAL UTTAR RATHKHOLA, BHIMRAM, City:- Not Specified, P.O:- NAXALBARI, P.S:-Naxalbari, District:-Darjeeling, West Bengal, India, PIN:- 734429, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 23xxxxxxxx2554 Status: Representative, Representative of: NEEV NIRMAAN (as PARTNER)
3	Mr MRINAL AGARWAL Son of Mr NARESH KUMAR AGARWAL CIGARETE COMPANY COMPOUND, S.F ROAD, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI BAZAR, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx3F, Aadhaar No: 71xxxxxxxx4131 Status: Representative, Representative of: MNDK VENTURES LLP (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SHUVRADIP KUNDU Son of Mr. SUBRATA KUMAR KUNDU EAST CHAYAN PARA, City:- Siliguri Mc, P.O:- HAIDERPARA, P.S:-Bhaktinagar, District:-Jalpalguri, West Bengal, India, PIN:- 734006			

Transfer of property for L1

SI.No From To. with area (Name-Area)

1 NEEV NIRMAAN MNDK VENTURES LLP-21.45 Dec

Endorsement For Deed Number: I - 040201661 / 2023

On 12-05-2023

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

Presented for registration at 20:30 hrs on 12-05-2023, at the Private residence by Mr DIPAK MUNDHRA ..

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 5.26.50.005/-

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

Execution is admitted on 12-05-2023 by Mr DIPAK MUNDHRA, PARTNER, NEEV NIRMAAN (Partnership Firm), CHINA PLAZA, SETH SRILAL MARKET, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005

Indetified by Mr SHUVRADIP KUNDU, , , Son of Mr SUBRATA KUMAR KUNDU, EAST CHAYAN PARA, P.O: HAIDERPARA, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734006, by caste Hindu, by profession Service

Execution is admitted on 12-05-2023 by Mr NARAYAN PRASAD AGARWAL, , Mr NARAYAN AGARWAL PARTNER, NEEV NIRMAAN (Partnership Firm), CHINA PLAZA, SETH SRILAL MARKET, SILIGURI, City:- Siliguri Mc, P.O:-SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005

Indetified by Mr SHUVRADIP KUNDU, , , Son of Mr SUBRATA KUMAR KUNDU, EAST CHAYAN PARA, P.O: HAIDERPARA, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734006, by caste Hindu, by profession Service

Execution is admitted on 12-05-2023 by Mr MRINAL AGARWAL, PARTNER, MNDK VENTURES LLP (LLP), PATANJALI CHIKITSALAY, 19 R.K COMPOUND, BURDWAN ROAD, City:- Siliguri Mc, P.O:- SILIGURI BAZAR, P.S:- Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005

Indetified by Mr SHUVRADIP KUNDU, , , Son of Mr SUBRATA KUMAR KUNDU, EAST CHAYAN PARA, P.O: HAIDERPARA, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734006, by caste Hindu, by profession Service

Agungha

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

Darjeeling, West Bengal

On 27-06-2023

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 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 03/05/2023 7:48AM with Govt. Ref. No: 192023240039671281 on 03-05-2023, Amount Rs: 21/-, Bank: Punjab National Bank (PUNB0010000), Ref. No. 437830277 on 03-05-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 70,020/-

Description of Stamp

Stamp: Type: Impressed, Serial no 2199, Amount: Rs.5,000.00/-, Date of Purchase: 26/04/2023, Vendor name: T

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/05/2023 7:48AM with Govt. Ref. No: 192023240039671281 on 03-05-2023, Amount Rs: 70,020/-, Bank: Punjab National Bank (PUNB0010000), Ref. No. 437830277 on 03-05-2023, Head of Account 0030-02-103-003-02

Ryanglin

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 0402-2023, Page from 45190 to 45225 being No 040201661 for the year 2023.



Digitally signed by SANGHA RATNA SYANGDEN

Date: 2023.06.30 16:06:08 +05:30 Reason: Digital Signing of Deed.

Ryangster

(Sangha Ratna Syangden) 2023/06/30 04:06:08 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SILIGURI West Bengal.

(This document is digitally signed.)