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D-442443

D 442443

For MVM SECURITIES PVT. LTD.

Director

MAHAVIR DEVELOPERS

Nikhil & Ajay
Partner

: 1 :

DEVELOPMENT AGREEMENT



THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 18th DAY OF JANUARY 2021.

BETWEEN

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

Adl. District Sub-Registrar
Burdwan, West Bengal

18 JAN 2021

DOCE

NON JUDICIAL STAMP
2133 Date 29.12.2020



No. _____
Sole _____
By _____
Value Rs _____

Mahavir Developers

Rs.

Five thousand

Tammy Roy

Govt. Stamp Vendor
Bagdogra
Lic. No- 546/RM
07 / Darjeeling



[Handwritten signature]

Addl. Dist Sub-Registrar
Shree Narayn, Dist. Darjeeling

18 JAN 2021

For MVM SECURITIES PVT. LTD.

Sumit Agarwal
Director

MAHAVIR DEVELOPERS

Nitin Kumar Agarwal
Partner

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M/s. MVM Securities Private Limited [PAN: AAECM3551F & CIN : U74999WB2005PTC104318], a Private Limited Company incorporated under Indian Companies Act 1956 and having its Registered Office at 110 & 111, India Exchange Place, Police Station - Hare Street, Kolkata - 700001 herein represented by its one of the **Director, Mr. Sumit Agarwal**, son of Motilal Agarwal, Hindu by Faith, Indian by Nationality, Business by Occupation, Resident of 1st Floor, Room No. 110 and 111, 1, India Exchange Place, Writers Building, Kolkata, G.P.O., Kolkata - 700001, as per Board Resolution, hereinafter called and/or referred to as the "**OWNER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor in chair/office executors, administrators, assigns and/or representatives) of the **First Part.**

A N D

Mahavir Developers [PAN: ABOFM0755F], a Partnership Firm, having its principal place of business at 3rd Floor, Goyal Plaza, Siliguri, Post Office Sevoke Road, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal, represented by one of its **Partner, Sri Nitin Kumar Agarwal**, son of Sri Nirmal Kumar Agarwal, aged about 38 years, by faith Hindu, by Nationality Indian, by Occupation Business residing at Mahavir Villa, Anand Vihar, Sevoke Road, P.O. Sevoke Road, P.S. Bhaktinagar, District Jalpaiguri, West Bengal, hereinafter referred to as the "**PROMOTER/DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its present partner) of the **Second Part.**



18 JAN 2021

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MAHAVIR DEVELOPERS
[Handwritten signature]
Partner

SECTION 1

RECITAL

WHEREAS

1. By a Deed of Conveyance, dated 25th January, 2019, registered in the office of Additional District Sub-Registrar Bhaktinagar, District Jalpaiguri and recorded in Book No. I. C.D. Volume No. 0711-2019 Pages 18019 to 18050, Being No. 071100643 for the Year 2019, executed between one MVM Securities Private Limited, a Private Limited Company, Registered under Indian Companies Act, 1956, having its registered office at 1, India Exchange Place, 1st Floor, Room No.110, Police Station Hare Street, Kolkata - 700001, therein represented by one of its Director Sri Sumit Agarwal, son of Late Motilal Agarwal, of 1, India Exchange Place, 1st Floor, Room No.110, Police Station Hare Street, Kolkata - 700001, therein referred to as **Purchaser** of the **One Part** and herein referred to as the **Vendor** of **First Part** and one M/s. Ratna Developers Private Limited, a Private Limited Company, registered under Indian Companies Act, 1956 and having its registered office at 9/12, Lal Bazar Street, Merchantile Building, 3rd Floor, Block - E, Room No. 16, Police Station Lal Bazar, Kolkata - 700001, therein represented by one of its Director Sri Sarju Sharma, [DIN : 02491054], son of Sri Jagdish Prasad Sharma, resident of Shastrinagar, Post Office Sevoke Road, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal and Sri Sarju Sharma, son of Sri Jagdish Prasad Sharma, resident of Shastrinagar, Post Office Sevoke Road, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal, therein jointly referred as the **Vendors** of the **Other Part**, the said M/s. Ratna Developers Private Limited & Sri Sarju Sharma, sold,



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For MVM SECURITIES PVT. LTD.

Director

MAHAVIR DEVELOPERS

Partner

conveyed, transferred, assigned, and assured unto and to the said M/s. MVM Securities Private Limited, **ALL That** a piece and parcel of Land measuring about 33.14 Decimal comprised in R.S. Plot No.382, 383/902, recorded under R.S. Khatian No. 344, is corresponding L.R. Plot No. 48, 48/106 & 47, recorded under L.R. Khatian No. 67 & 149 and situated within R.S. Sheet No.08, corresponding to L.R. Sheet No.17 of Mouza Dabgram, J.L.No.2, Pargana Baikunthapur, situated at near to Bhanu Bhakta Road, Dasrathpally, Police Station Bhaktinagar, under the jurisdiction of Siliguri Municipal Corporation Ward No. 43 (SMC), District Jalpaiguri, (therein referred to as the said **Plot No.1** and morefully and particularly described and mentioned in the **Part 1 of the First Schedule** there under written), for or at a consideration morefully mentioned therein.

2. In the circumstance the said M/s. MVM Securities Private Limited, became the sole and absolute Owner of **ALL That** a piece and parcel of Land measuring about 33.14 Decimal along with tin-shed old structure being used for staff residential purpose measuring about 2000 sq.ft., comprised in R.S. Plot No.382, 383/902, recorded under R.S. Khatian No. 344, is corresponding L.R. Plot No. 48, 48/106 & 47, recorded under L.R. Khatian No.67 & 149 and situated within R.S. Sheet No.08, corresponding to L.R. Sheet No.17 of Mouza Dabgram, J.L.No.2, Pargana Baikunthapur, situated at near to Bhanu Bhakta Road, Dasrathpally, Police Station Bhaktinagar, under the jurisdiction of Siliguri Municipal Corporation Ward No.43(SMC),District Jalpaiguri.



4431 Dist. Sub-Inspector
District Police, Gangtok, Sikkim

1-8 JAN 2021

Sumit

MAHAVIR DEVELOPERS

Nikhil K. Agarwal
Partner

3. By a Deed of Conveyance, dated 26th January, 2019, registered in the office of Additional District Sub-Registrar Bhaktinagar, District Jalpaiguri and recorded in Book No.I. C.D. Volume No. 0711-2019 Pages 18098 to 18122, Being No. 071100667 for the Year 2019, executed between the said MVM Securities Private Limited, of 1, India Exchange Place, 1st Floor, Room No.110, Police Station Hare Street, Kolkata - 700001, therein represented by one of its Director Sri Sumit Agarwal, son of Late Motilal Agarwal, of 1, India Exchange Place, 1st Floor, Room No.110, Police Station Hare Street, Kolkata - 700001, therein referred to as **Purchaser** of the **One Part** and the said M/s. Ratna Developers Private Limited, of 9/12, Lal Bazar Street, Merchantile Building, 3rd Floor, Block - E, Room No. 16, Police Station Lal Bazar, Kolkata - 700001, therein represented by one of its Director Sri Sarju Sharma, son of Sri Jagdish Prasad Sharma, resident of Shastrinagar, Post Office Sevoke Road, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal, therein referred as the **Vendor** of the **Other Part**, the said M/s. Ratna Developers Private Limited, sold, conveyed, transferred, assigned, and assured unto and to the said M/s. MVM Securities Private Limited, **ALL That** a piece and parcel of Land measuring about 9.90 Decimal comprised in R.S. Plot No.382, 383/902, recorded under R.S. Khatian No.344, is corresponding L.R. Plot No. 48 & 48/106, recorded under L.R. Khatian No. 67 and situated within R.S. Sheet No.08, corresponding to L.R. Sheet No.17 of Mouza Dabgram, J.L.No.2, Pargana Baikunthapur, situated Sevoke Road, by Lane, Police Station Bhaktinagar, under the jurisdiction of Siliguri Municipal Corporation Ward No.43(SMC), District Jalpaiguri (therein referred to as the said **Plot No.2** and morefully and particularly described and mentioned in the **Part 2 of the First Schedule** there under written), for or at a consideration morefully mentioned therein.



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शुक्ति वादक, दस्तावेज
8 JAN 2021

FOR MVM SECURITIES PVT. LTD.


Director

MAHAVIR DEVELOPERS


Partner

4. In the circumstance and on the strength of aforesaid two Deed of Conveyance, the said M/s. MVM Securities Private Limited, became the sole and absolute owner of Plot No.1 and Plot No.2 being **ALL That** a piece and parcel of Land measuring about 43.04 Decimal comprised in R.S. Plot No.382, 383/902, recorded under R.S. Khatian No.344, is corresponding L.R. Plot No.48, 48/106 & 47, recorded under L.R. Khatian No. 67 & 149 and situated within R.S. Sheet No.08, corresponding to L.R. Sheet No.17 of Mouza Dabgram, J. L. No.2, Pargana Baikunthapur, situated at near to Bhanu Bhakta Road Dasrathpally and Sevoke Road by Lane, Police Station Bhaktinagar, under the jurisdiction of Siliguri Municipal Corporation Ward No.43 (SMC), District Jalpaiguri.
5. It is pertinent to mention that the said Plot No.1 and 2, were adjacent to each other and together with make a compact big plot of Land and for better use and enjoyment and protection of the said Land the Erstwhile Owners made a boundary wall on compact big plot of land formed on amalgamation of Plot no. 1 & 2.
6. The said M/s. MVM Securities Private Limited, First Party thereafter demolished the existing structure and became sole and absolute owner of **ALL That** a piece and parcel of Land measuring about 43.04 Decimal comprised in R.S. Plot No.382, 383/902, recorded under R.S. Khatian No.344, is corresponding L.R. Plot No. 48, 48/106 & 47, recorded under L.R. Khatian No. 193 and situated within R.S. Sheet No.08, corresponding to L.R. Sheet No.17 of Mouza Dabgram, J.L.No.2, Pargana Baikunthapur, situated at near to Bhanu Bhakta Road Dasrathpally and Sevoke Road by Lane, Police Station Bhaktinagar,



4th Dist. Sub-Registrar
Bhakti Nagar, Dist. Jalpaiguri

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For MVM DEVELOPERS PVT. LTD.

Director

MAHAVIR DEVELOPERS
Nishu R. Aggarwal
Partner

under the jurisdiction of Siliguri Municipal Corporation Ward No. 43 (SMC), District Jalpaiguri. Together with right to use of existing common road adjacent to the said plot of land as well as said Premises together with all right of easements thereto (Hereinafter for the sake of brevity referred to as the **said Premises** and hereinafter morefully and particularly described and mentioned in the **First Schedule** hereunder written) and since then they are enjoying and possessing the said Premises without any hindrances and disturbances and has been paying taxes and outgoings regularly in their name for said Premises.

7. The First Part/Owner with an intention to exploit the said Premises commercially by constructing commercial/residential complex thereon containing several independent and habitable shops, showrooms, offices, commercial spaces, car parking spaces / flats, units and other space, was in search of a Promoter / Developer of repute on Joint Venture basis because of their financial stringency and lack of knowledge and knowing the intention of Owner / First Part, the Developer / Second Part approached the Owner / First Part for developing the said Premises and constructing commercial/ residential complex thereon and commercially exploit the said Premises for mutual benefit and consideration and on the terms and conditions hereunder written.
8. At or before execution of this agreement the said First Part/Owner has clearly represented to the Second Part/Developer subject to the contents of Para no. 8 hereinbefore recited, as follows that :



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18 JAN 2021

FOR MVM SECURITIES PVT. LTD.


Director

MAHAVIR DEVELOPERS


Partner

- a) The said Owner assures the Developer that the said Premises is free from all encumbrances and charges.
- b) The said Owner has full absolute authority and marketable right title and interest to the said Premises and there is no bar legal or otherwise to enter upon this Agreement.
- c) Except the said Owner nobody else has got any right, title, interest, claim or demand of any nature whatsoever and/or whomsoever over the said Premises or any part thereof.
- d) There is no notice or order of acquisition or requisition of or alignment on the said Premises or any part thereof and no notice has been received or served upon the Owner and they do not have any knowledge and they are not aware of any such notice or order of acquisition or requisition of or alignment on the said Premises or any part thereof.
- e) The said Owner has not entered into an agreement for Sale, Transfer, Lease, Development Agreement or otherwise for any purpose regarding the said Premises or any part thereof.



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

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10/10/2018
[Signature]
DIRECTOR

MAHAVIR DEVELOPERS
Nikhil K. Agarwal
Partner

- f) There is no proceeding under the Public Demand Recovery Act and any other legal proceedings against the said Owner in respect of the said Premises.
 - g) The Owner will co-operate with the Developer for completion of Commercial/Residential Complex on the said Premises and as and when required they will produce original relevant papers and documents in respect of the title of the Land to the concerned authority and also to the prospective buyer of Developer's Allocation.
 - h) The Owner undertakes and assures the Developer that all Original Deeds and Documents in respect of the said Properties shall be always be under the safe custody of the Owners.
9. At or before execution of this agreement the said Second Part/Developer has represented and warranted to the First Part/Owner, as follows that:
- a) The Developer is carrying on the business of construction and development of real estate and has an infrastructure and expertise in this field.
 - b) The Developer has a vast experience and expertise of construction and completion of large commercial/residential projects.



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Asst. Dist. Sub-Registrar
Shakti Nagar, Dist-Jalandhar

18 JAN 2021

For MVM SECURITIES PVT. LTD.

Director

MAHAVIR DEVELOPERS
Nisha K. Agarwal
Partner

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c) The Developer is and during the subsistence of this Agreement shall remain competent to arrange financial inputs required for the development of the said Premises inter alia for the construction and completion of the commercial/residential project at the said Premises.

d) The Developer shall not abandon, delay or neglect the Project of Development of the said Premises and shall accord the highest priority, financial as well as infrastructural, to the development of the said Premises.

e) The Developer has full authority to enter into this Agreement.

f) The Developer has all the statutory approvals and license/s required for development of property in West Bengal specifically in the locality where the said Premises is situated and also for all such function as mentioned in this Agreement.

10. The Developer herein observing and making thorough search of the title and interest, after searching and being satisfied about the title of the Owner and being satisfied themselves that the litigation is baseless and made to harass the Owner have agreed to enter into this agreement with the Owner.

11. Pursuant to above, preliminary discussions were held with the Developer for taking up the development of the said Premises by constructing commercial/residential complex thereon.



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Bhakti Nagar, Dist. Jalandhar

18 JAN 2021

Signature
Date: 10/10/2024

MAHAVIR DEVELOPERS
Xidhu k. Agnani
Partner

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12. Pursuant to preliminary discussion and representations made by the parties to each other as stated above final negotiation has been made and both the parties agree to enter into this Agreement in terms and conditions hereinafter appearing.

SECTION II

WITNESSTH

NOW THIS AGREEMENT WITNESSETH RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES HERETO as follows:

ARTICLE - I

SUBJECT MATTER

- 1.1 **Commercial Exploitation/Development of the said Premises:** Understanding between the Owner and Developer with regard to Commercial Exploitation/Development (in the manner specified in this Agreement) of the said Premises being **ALL That** a piece and parcel of Land measuring about 43.04 Decimal comprised in R.S. Plot No.382, 383/902, recorded under R.S. Khatian No.344, is corresponding L.R. Plot No. 48, 48/106 & 47, recorded under L.R. Khatian No. 193 and situated within R.S. Sheet No.08, corresponding to L.R. Sheet No.17 of Mouza Dabgram, J.L.No.2, Pargana Baikunthapur, situated at near to Bhanu Bhakta Road Dasrathpally and Sevoke Road by Lane. Police Station Bhaktinagar, under the jurisdiction of Siliguri Municipal Corporation Ward No. 43



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

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For MVM SECURITIES PVT. LTD.

Director

MAHAVIR DEVELOPERS

Partner

(SMC), District Jalpaiguri together with right to use of existing common road adjacent to the said plot of land as well as said Premises together with all right of easements thereto morefully and particularly described in the First Schedule hereunder written and delineated on a plan attached to this Agreement and bordered in red colour thereon by constructing a commercial/residential complex containing one or more Towers at the said Premises as per the sanctioned Building Plan to be sanctioned by the Municipal Authority.

- 1.2 **Allocation and demarcation of respective entitlements:** In the new building/towers in commercial/residential complex to be constructed at the said Premises as per the sanctioned Building Plan, the Owner will be entitled to 55% of the total constructed area and other areas including Top Roof -similarly, the Developer shall be entitled to 45% of the total constructed area and other areas including Top Roof on the sanction of the Building Plan, the demarcation of respective entitlement shall be affirmed and recorded in a separate instrument which shall form a part an integral part of this Agreement.

ARTICLE - II

COMMENCEMENT

- 2.1 This Agreement shall be deemed to have commenced on and with effect from the day, month and year first above written and shall remain in full force until such time all the terms and conditions contained herein are fulfilled by both the parties.



Aedi, Dist Sub Registrar
Bhakti Nagar, Dist Jaipur

18 JAN 2021


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MAHAVIR DEVELOPERS
Nikhil K. Aggarwal
Partner

ARTICLE - III

DEFINITION AND INTERPRETATION

In this Agreement and all its amendments, unless the subject or context otherwise requires or call for a different interpretation, the following expressions shall have the meaning as set forth below:

- 3.1 **"AGREEMENT"** shall mean this Development Agreement including all of its schedules and shall also include any modifications, amendments or supplements that may be incorporated or adopted from time to time in writing and signed by both the parties.
- 3.2 **"ARCHITECT"** shall mean qualified person or persons or a Firm or a Company whom the Developer, after obtaining consent of the Owner, may appoint an Architect for preparing designing and planning of Building Plan for construction of proposed commercial / residential complex at the said Premises and also for obtaining Sanction of Plan from appropriate authority and supervising the construction of proposed commercial / residential complex and obtaining completion Certificate from appropriate authority.
- 3.3 **"ASSOCIATION"** shall mean any Association, Committee or Society that may be formed or caused to be formed by the Owner/Developer, of the Co-Owners for common purpose having such rules, regulations and restrictions as be deemed proper and necessary by the Owner/Developer, but not inconsistent with the terms and conditions herein contained.





Addl. Dist Sub-Registrar
Phakh Nagar, District Phakh Nagar

18 JAN 2021

For MVM SECURITIES PVT. LTD.


Director

MAHAVIR DEVELOPERS


Partner

3.4 "**BUILDING/ NEW BUILDING**" shall mean the new multistoried Tower proposed to be constructed on the Said Land as per the Building Plan to be sanctioned by the Municipal Authority with or without modification and/or amendment and shall include the Car Parking and other common space.

3.5 "**BUILDING PLAN/ SANCTIONED BUILDING PLAN**" shall mean the complete plan required for sanctioning and once sanctioned of the Tower by the Municipal Authority and other appropriate Authorities as may be required and shall include any amendments thereto or modifications thereof made or caused by the Developer with written consent of Owner, as per law and includes the Structural Building Plan, Architectural Building Plan and Plan for Drainage & Water etc.

3.6 "**BUILT-UP AREA/COVERED AREA**" according to the context shall mean and include the Slab/Plinth Area of the said Unit including the thickness of the exterior and internal walls thereof and column/pillars therein provided that, if any, wall or column be common within the two Units then one-half of the area under such wall or column shall be included in the area of its Unit and also include proportionate area of landing in the floor (i.e. total landing space in the floor will be proportionately divided among the flat on same floor) and proportionate area of ground floor landing, staircase, roof room etc.



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Addl. Dist. Registrar
Jalgaon, Dist. Jalgaon

18 JAN 2021

For MVM SECURITIES PVT. LTD.

[Signature]
Director

MAHAVIR DEVELOPERS

[Signature]
Xlibu
Partner

3.7 "**CAR PARKING SPACE**" shall mean the open or covered space provided /embarked by the Developer on the said Land in the Residential/Commercial Complex sufficiently for parking of medium size motor car.

3.8 "**COMMON AREAS AND FACILITIES**" - shall mean and include corridors, hallways, stairways, landings, lift/s, lift room, water reservoir, pump room, passageways, driveways, generator room and other spaces and facilities whatsoever required for the establishment, location, enjoyment, maintenance and/or management of the Building and/or common facilities as the case may be and as agreed and earmarked by the Owner/Developer except Top Roof of the Building which shall always belong to the Owner, but shall not include Car Parking space in the Ground Floor and/or other spaces earmarked/reserved by the Owner/Developer as saleable space and/or allocated space to the Owner, in the Ground Floor and morefully and particularly described and mentioned in the **Fourth Schedule**.

3.9 "**COMMON COSTS AND EXPENSES**" means such costs and expenses which are incurred for maintenance and upkeepment of common areas and facilities including exterior repairs and renovations of Building morefully and particularly mentioned and described in the **Fifth Schedule** hereunder written.

3.10 "**DEVELOPER**" shall mean and include M/s. Mahavir Developers, having its principal place of business at 3rd Floor, Goyal Plaza, Sevoke Road, Post Office Sevoke Road Police Station Bhaktinagar, District Jalpaiguri, PIN - 734001 in the State of West Bengal and includes its present partners (1) Smt. Meenakshi Mundhra wife of Late



Aadi, Dist Sub-Registrar
Bhakti Nagar, Dist-Jaipur

18 JAN 2021

Pratap Kumar Mundhra, residing at 3rd Lane, Thirani Mill Compound, Milanpally, Post Office & Police Station Siliguri, District - Darjeeling (2) **Sri Nitin Kumar Agarwal**, son of Sri Nirmal Kumar Agarwal, residing at Mahavir Villa, Anand Vihar, Sevoke Road, Post Office Sevoke Road, Police Station Bhaktinagar, Siliguri, PIN - 734001, District Jalpaiguri, West Bengal (3) **Sri Pawan Kumar Agarwal**, son of Sri Shiv Lal Agarwal, residing at S.P.Mukherjee Road, Khal Para, Post Office & P.S. Siliguri, PIN - 734005 District - Darjeeling, West Bengal (4) **Sri Bikash Bansal**, son of Sri Bajrang Lal Bansal, residing at N.C.H. Building, Near Modella Care Taker School, Church Road, Sevoke Road, Post Office & P.S. Siliguri, PIN - 734001 District - Darjeeling, West Bengal and such other person as may be admitted as Partner thereof and therein and each of their respective heirs, executors, administrators, legal representatives and/or assignees.

3.11 "DEVELOPER'S ALLOCATION" shall mean and include the following:

- (i) 45 % (Forty five percent) of the total Super Built-up Area in the Building (final demarcation to be made after the plan is sanctioned) to be constructed on the said Land at the said Premises as per sanctioned Building Plan,
- (ii) Together with 45 % (Forty five percent) undivided un-demarcated right or share of the Said Land,
- (iii) Together with undivided 45 % (Forty five percent) share or interest in the Common Areas and Facilities of the Building,



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Bhakti Nagar, Dist. Jalandhar

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For MVM Securities (India) Pvt. Ltd.
Director

MAHAVIR DEVELOPERS
Nitin K. Agrawal
Partner

(iv) Together with 45 % (Forty five percent) of all covered/open Car Parking Spaces in the said Building

(v) Together with 45% right in Top Roof of the said building at the said Premises and morefully and particularly described in the **Third Schedule** hereunder written.

3.12 "**ENCUMBRANCES**" shall mean charges, liens, lispendences, claims, liabilities, trust, demands, acquisitions and requisitions, and defect in title deed.

3.13 "**FLOOR AREA RATIO (FAR)**" shall mean the maximum floor area ratio available for construction of building in the Said Land according to the prevalent rules, regulations, laws and bye laws, for the time being in force of the Municipal Authority and/or other statutory authorities.

3.14 "**FORCE MAJEURE**" - means accident to equipment or machinery, Act of God, act of public enemy, blockade, bomb blast, bomb threat, damage to or destruction of equipment, destruction of subject matter of this Agreement, earthquake, epidemic, pandemic, embargo, explosion, fire, flood, government action, inaction or change in law, government acquisition or requisition, hurricane, tornado, inability to act due to government action or court order, interruption and/or shortage of supply of goods and construction materials, lockout, natural or artificial disaster, other industrial disturbance.



ADJUT. DIST. SUPERSTRA
SHAKTI NAGAR, DIST. JALPAIGURI

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For MVM SECURITIES PVT. LTD.

Director

MAHAVIR DEVELOPERS

Partner

peril, danger or action at sea, power outage, riot, sabotage, severe weather, strike, terrorist act, war.

3.15 "MUNICIPAL AUTHORITY" shall mean **Siliguri Municipal Corporation** and/or any other statutory authority (ies) entrusted by the Government which shall sanction the Building Plan and issue completion certificate in respect of the said commercial/residential complex.

3.16 "ORIGINAL DEED" shall mean Deed of Conveyance, dated 25th January, 2019 and Deed of Conveyance, dated 26th January, 2019 as stated hereinabove in recital.

3.17 "OWNER" shall mean M/s. MVM Securities Private Limited, having its registered office at 110 & 111, India Exchange Place, Police Station - Hare Street, Kolkata – 700001 and also include its successor in chair/office executors, administrators, representatives and assigns.

3.18 "OWNERS' ALLOCATION" shall mean and include the following:

- (i) 55 % (Fifty five percent) of the total Super Built-up Area in the Building (final demarcation to be made after the plan is sanctioned) to be constructed on the said Land at the said Premises as per sanctioned Building Plan.



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Bhakti Nagar, Dist-Jhalda

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MAHAVIR DEVELOPERS
Nishu K. Agrawal
Partner

MAHAVIR DEVELOPERS
Nishu K. Agrawal
Partner

- (ii) Together with 55 % (Fifty five percent) undivided un-demarcated right or share of the Said Land,
- (iii) Together with undivided 55 % (Fifty five percent) share or interest in the Common Areas and Facilities of the Building,
- (iv) Together with 55 % (Fifty five percent) of all covered/open Car Parking Spaces
- (v) Together with 55 % (Fifty five percent) of the top roof of the Building in the said Building at the said Premises and morefully and particularly described in the **Second Schedule** hereunder written.

3.19 That any amount paid by the Developer to the Landowners shall be reimbursed to the Developer from the sale proceeds to be realized by the Landowners from the sale of their allocation.

3.20 "**PARTIES**" shall mean collectively Owner and the Developer and "Party" means individually each of the Parties.



Addl. Dist. Sub-Registrar
Shakti Nagar, Dist-Jalandhar

18 JAN 2021

For MVM SECURITIES PVT. LTD.
Director

MAHAVIR DEVELOPERS
Nisha K. Agarwal
Partner

- 3.21 **"POSSESSION"** shall mean possession of Owner's Allocation to be delivered to Owner by Developer only after completing the Building in all respects as per Specifications mentioned in the **Sixth Schedule** hereunder written and certified by the Architect who supervise the construction and also applying completion certificate from the Municipal Authority for the super built up area comprised in Owner's Allocation.
- 3.22 **"PROPORTIONATE OR PROPORTIONATE SHARE"** According to the context shall mean the proportion in which the Super Built-up Area of the said Unit may bear to the super built-up area of all the Units in the building.
- 3.23 **"ROOF"** shall mean and include the entire roof of building including the space required for installation of overhead water tank, staircase, covered space or any other covered spaces at the top of the building required for common.
- 3.24 **"SALEABLE SPACE"** shall mean the super built up area of the new building including the common and utility areas.
- 3.25 **"SINGULAR NUMBER"** shall include Plural number and vice-versa.
- 3.26 **"SPECIFICATION"** shall mean the specification and materials for the erection and completion of the said building by the Developer as morefully described in the **Sixth Schedule** hereunder written.



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and, District Registrar,
Chhattisgarh, India.

18 JAN 2021

FOI MVM SECURITIES PVT. LTD.

Director

MAHAVIR DEVELOPERS

Partner

3.27 **"SUPER BUILT UP AREA"** shall mean the space in the Building available for independent use and occupation after making due provisions for Common Areas and Facilities and the space required thereof excluding car parking spaces (open and covered). The calculation of the Super Built up Area will be determined by the Architect.

3.28 **"THE SAID LAND "** shall mean **ALL That** a piece and parcel of Land measuring about 43.04 Decimal comprised in R.S. Plot No.382, 383/902, recorded under R.S. Khatian No.344, is corresponding L.R. Plot No. 48, 48/106 & 47, recorded under L.R. Khatian No. 193 and situated within R.S. Sheet No.08, corresponding to L.R. Sheet No.17 of Mouza Dabgram, J.L.No.2, Pargana Baikunthapur, situated at near to Bhanu Bhakta Road Dasrathpally and Sevoke Road by Lane, Police Station Bhaktinagar, under the jurisdiction of Siliguri Municipal Corporation Ward No. 43 (SMC), District Jalpaiguri, morefully described and mentioned in First Schedule hereunder written.

3.29 **"THE SAID PREMISES"** shall mean said Land morefully and particularly described and mentioned in First Schedule hereunder written being situated at near to Bhanu Bhakta Road Dasrathpally and Sevoke Road by Lane, Police Station Bhaktinagar, under the jurisdiction of Siliguri Municipal Corporation Ward No. 43 (SMC), District Jalpaiguri, morefully and particularly described and mentioned in First Schedule hereunder written.

3.30 **"TITLE DEEDS"** shall mean the documents of title relating to the said premises.



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- 3.31 **"TRANSFER"** with its grammatical variations shall include transfer by possession of the Units and by any other means adopted for effecting what is understood as a transfer of space in newly proposed building to the intending Purchaser/Purchasers thereof.
- 3.32 **"TRANSFeree"** shall mean a person or persons, firm, limited company, association to who can space in the said newly proposed buildings at the said premises to be transferred by virtue of these presents.
- 3.33 **"UNIT"** shall mean habitable Shop/Office/Flat and/or Space constructed in the premises and which are intended and/or capable of being exclusively occupied / owned by any person and shall include proportionate share of common area and covered area of each unit.
- 3.34 **"GENDER"** Words importing Masculine Gender shall include Feminine Gender and Neuter Gender similarly Words importing Feminine Gender shall include Masculine Gender and Neuter Gender likewise Neuter Gender shall include Masculine Gender and Feminine Gender.

ARTICLE - IV
POSSESSION

- 4.1 With effect from the date hereof, the Developer shall be in permissive possession of the said land at the said Premises and entitled to hold the same for all purposes connected to development and construction and shall be entitled to post its security guards thereat for protecting / defending the said Land.



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BHAKTI NAGAR, DIST. JALPAIGURI

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For MVM SECURITIES PVT. LTD.

Director

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Partner

- 4.2 The Developer shall commence construction of the commercial/residential complex immediately after Building Plan being duly sanctioned by the Municipal Corporation and other Authorities. The Developer agrees to complete the construction of the commercial/residential complex in all respects as per the Specifications fully mentioned in the **Sixth Schedule** and as per the agreed timelines. All costs, charges and expenses for constructing and completing the proposed commercial/residential complex (including permission of all requisite clearances, permissions, sanctions etc.) shall be borne and paid by the Developer
- 4.3 During such period of construction, the Owner shall not prevent the Developer or in any way interfere with the construction of the project at the Said land, except in such circumstances when the Owner has reasons to believe that the Developer is not carrying out its function in terms of this Agreement.
- 4.4 Upon completion of construction of the Owner's Allocation, the Developer shall send a notice to Owner for taking possession of the Owner's Allocation along with the copy of application for completion certificate issued by the Municipal Authority certifying that the construction has been done in accordance with the Building Plan and as per specifications mentioned in this Agreement.
- 4.5 Owner shall take possession of Owner's Allocation within 30 (thirty) days from the date of receipt of the notice of possession or within 30 (thirty) days from date of satisfactory rectification of the defects, as the case may be. Any Design defects identified, be it structural or otherwise, needs to be validated by the Architect/consultant appointed for the Project, whose decisions on mitigation plans will be binding on both the parties.



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Date: 10/10/2024

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Partner

ARTICLE - V
SANCTION PLAN

- 5.1 The Developer along with the Architect shall prepare the Building Plan in consultation with the Owner. The Owner shall sign the Building Plan as may be required for submission of the same to the Municipal Authority for sanction. The Developer shall cause all such changes in the Building Plan as shall be required by the Municipal Authority and/or to comply with any sanction, permission, clearance or approval as shall be required from any authority for construction and completion of the Building and keep the Owner informed of all such developments. The developer will share copies of major acknowledgments from Govt. Agency regarding submission of sanction, permission, clearance and approval documents within a fortnight period from the date of submissions.
- 5.2 All applications, plans, documents and other papers referred to in Clause 6.1 above shall be submitted by the Developer at its own costs and expenses. The Developer shall pay and bear all expenses for submission of plans, etc. and other like fees, charges and expenses required to be paid or deposited for sanction of the Building Plan or otherwise to obtain sanction for the construction of a Building on the Said Land at the said Premises.
- 5.3 The Developer has to apply for construction of Building/s at the said land within 1 (One) year from execution of this Agreement.

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Partner



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Xibin K. Aggarwal
Partner

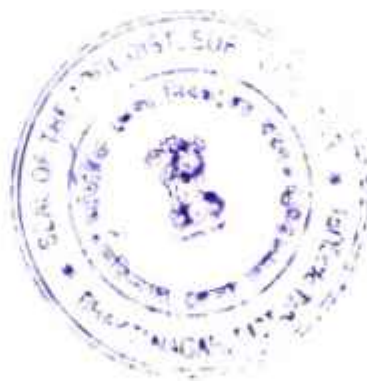
5.4 In event the said building sanction plan is not sanctioned within 1 (one) year of execution of this Agreement an extended time period of further 6 (six) months shall be allowed to the Developer. If the Developer fails to obtain the sanction plan after lapse of extended period then the Developer has to pay demurrage of Rs. 10/- per day.

ARTICLE - VI
OWNERS' INDEMNITY AND DECLARATION

6.1 The Owner hereby declare that they have a good and absolute right, title or interest to the said land without any claim, right, title or interest of any other person claiming under or in trust for the Owner and the Owner have a good and marketable title to the said land and are entitled to enter into this Agreement with Developer.

6.2 The Owner has further represented and assured the Developer as follows:

- (a) That there is no suit proceeding pending regarding the title of the Owner to the said Premises or any part thereof or otherwise.
- (b) That the said Property is free from all encumbrances, charges, liens, lispendens, attachments and liabilities whatsoever or howsoever.
- (c) That there is no excess vacant land within the meaning of Urban Land (Ceiling & Regulation) Act, 1976 in the said Premises.



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Partner

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Partner

- (d) That no notice or order of acquisition or requisition of or alignment on the said premises or any part has been received or served upon neither the Owner nor the Owner has any knowledge or are aware of any such notice or order of acquisition or requisition of or alignment of the said Premises or any part thereof.
- (e) That there is no impediment in obtaining the certificate as may be required under Income Tax Act, 1961 and other consent and permission for transfer of saleable space in the New Building or Buildings in pursuance hereof.

6.3 The Owner hereby also undertake that the Developer shall be entitled to construct and complete the Commercial/Residential Complex on the said Premises agreed between the parties hereto and retain the Developer's Allocation herein without any interference from the Owner or their heirs/heirresses or nominee/s claiming through under or in trust for the Owner.

6.4 The Owner hereby undertake and confirm that they shall not be required to join into the Agreement for Sale to be made by and between the Developer and intending Buyers in respect of sale of Developer's Allocation and the consent of the Owner in that regard shall be deemed to have been given by Owner by these presents.



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- 6.5 The Owner hereby undertakes that they will execute a Deed of Conveyance in favour of the Developer and/or their nominee/s and/or to the intending Buyer or Buyers of Developer's Allocation without any hindrance or harassment and they will not raise any demand for the same at the cost of the Developer or intending buyer/buyers if necessary.
- 6.6 The Owner hereby undertakes that they will co-operate with the Developer for completion and construction of the Commercial/ Residential Complex to the extent required. They further undertake that they will produce themselves in person if required and/or produce all the relevant papers and documents in respect of the title of the Land before any Govt. or Semi Govt. or locale authority or bank or any intending buyers of Developer's Allocation.
- 6.7 The Owner hereby undertake that they will execute a Power of Attorney subject to approval of the draft by the owner prior to execution in favour of Developer or its nominee in respect of the construction, development of the building on the said Premises and to sell Developer's Allocation and the necessary cost to be borne by the Developer.



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Partner

ARTICLE - VII
OWNER'S RIGHTS AND REPRESENTATIONS

- 7.1 The Owner's Allocation which shall be fully constructed erected and completed by the Developer with standard materials in proper workmanship and in a manner as per specification provided in **Sixth Schedule** hereunder written while providing the Owner's Allocated portion. The Developer shall also complete the common areas and facilities morefully mentioned in **Fourth Schedule** hereunder written in all respect. In the event of the Owner is desirous of having any additional or special type of fitting other than provided in **Sixth Schedule** hereunder written in their allocated portion or any part thereof, the Developer shall have the same duly provided subject to the cost, charges and expenses for the said additional job which shall be paid and borne by the Owner immediately or demand by the Developer.
- 7.2 The Owner is absolutely seized and possessed or otherwise well and sufficiently entitled to the said premises as fee simple in possession and shall retain symbolical possession until the said premises is fully developed if the construction work progress as per Sanctioned Plan by the Municipal Corporation with standard building materials.
- 7.3 Save and except as herein before mentioned the said premises are free from all encumbrances and the Owner has a marketable title in respect of the said Premises.



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For MVM SECURITY HEAD OFFICE

Director

MAHAVIR DEVELOPERS

Nikita K. Aggarwal
Partner

7.4 The Owner shall deliver up or handover all attested copies of documents available with them relating to the said Premises at the time of execution of these presents to the Developer which are in possession and control of the Owner and the Owner can show all original copies and all other relating documents in person regarding the said premises as and when required by the Developer without fail.

7.5 That save and except the Developer's Allocated portion the Owner have full rights to execute any agreement for sale, transfer and convey each and every part of building or buildings to be constructed at commercial/residential complex to any intending buyer of their choice for any purpose from the Owner's Allocation.

ARTICLE - VIII
DEVELOPER'S RIGHTS

8.1 The Owner hereby grant subject to what has been herein under provided exclusive right to the Developer to develop and construct building at the said premises in accordance with the Plan/s to be sanctioned by the Municipal Corporation and/or by any other appropriate authority with or without any amendment and/or modification and to exploit commercially and to sell and/or transfer and dealing with or dispose of such building or buildings and each and every part thereof excepting the Owners' Allocation.



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Nikhil K. Singh
Partner

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Nikhil K. Singh
Partner

8.2 That save and except the Owner's Allocated portion the Developer have full rights to execute any agreement for sale, transfer and convey each and every part of building or buildings at commercial/residential complex at the said Premises to any intending buyer of their choice from the Developer's Allocation.

ARTICLE - IX
DEVELOPER'S OBLIGATIONS

9.1 Erection and construction of the newly proposed commercial/residential complex shall be started by the Developer in accordance with the Plan(s), specification, drawings and calculations which has been approved and Sanctioned by the Municipal Corporation without any defection whatsoever nature or contravening any of the provisions of Municipal Corporation and the said Developer thereafter shall complete the said newly proposed commercial/residential complex in habitable condition in all respect within 36 months from the date of Sanction of Building Plan in the name of owner, at the cost of Developer by its Architect, Engineers etc.

9.2 The Developer shall use and/or cause to be used such standard building materials as shall be specified by the licensed and registered architect of the building. Provided however proportion and quality of such materials shall confirm to the accepted standard of I.S.I. specification and the Municipality/ Competent Authority Rules & Regulations and/or others in force for the time being.



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For MMV SECURITIES PVT. LTD.

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Partner

9.3 The commercial/residential complex shall be erected, constructed and completed by the Developer and shall consist of the specifications provided in **Sixth Schedule** hereunder written and all units as well as common areas and facilities shall consist of and be provided with materials, fixtures, fittings and facilities and under no circumstances, irrespective of any ground whatsoever, the Developer shall be entitled to claim or demand any payment of whatsoever nature from the Owner in respect of erection construction and completion of the said Owner's allocated portion.

9.4 The Developer shall construct and complete the buildings under its supervision and control and with the best workmanship and like manner and shall comply with Municipality/Competent Authority Rules and in any event the Developer can assign or appoint sub-contractors for any part of the work which shall be ensured incorporating of the above restrictions and compulsory stipulations for record and full compliance. Notwithstanding the above, the Developer shall remain responsible and liable for fulfillment of the terms and obligations contained herein and also lapses on the part of the Sub Contractor etc.

9.5 All costs, charges, fees, levies, impositions, statutory payments, taxes and expenses of whatever name called for erections, construction and completion of the said commercial/residential complex, its building materials, fittings and fixtures in all respect including temporary and residential connections of water, sewerage, electricity in accordance with law and other amenities for the project shall be paid and borne by the



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Partner

Developer and the Owner has no responsibility and/or liability towards payment of any dues, liabilities, costs, charges and expenses by whatever name called relating to and/or arising therefrom in any manner or whatsoever nature. However, in order to disposal any future doubts, it is made clear that the costs, deposit and charges for supply of electricity at the said Premises (on proportionate basis) and separate electricity meters for the respective Flat(s)/Unit(s) shall be borne by the concerned Occupier(s)/Owner(s) and the Developer shall make necessary arrangement to complete the said work.

9.6 On and from the date of starting the construction work of the newly proposed project in compliance with this agreement the Developer shall solely be responsible and liable for punctual payment of all rates, taxes, levies, surcharge, impositions and other incidental charges which shall or may become dues and payable relating to the said Premises and every part thereof.

9.7 The Developer shall be responsible and liable for payment of and/or meeting all costs, charges, fees, levies and expenses of the project materials, all permissions, licenses quotas and other requirements for erections, construction and completion of the project in totality. Under no circumstances, the Owner shall be responsible or liable for payment of any amount of whatsoever nature or on any account either to the Developer or to any other persons or otherwise for erection, construction and completion of the said newly proposed commercial/residential complex or any part thereof or on any other account or for any other acts, deeds, obligations and things by whatever name called that may be



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Partner

done executed or performed by the Developer. The Developer shall at its own costs and expenses, cause to be required for supply of building materials so as to ensure that progress of erection, construction and ultimate completion of the project within the time specified herein is not impeded with. All taxes and levies building materials, fittings and fixtures as per **Fourth Schedule** hereunder written shall be paid and borne by the Developer.

9.8 While dealing with and/or entering into any agreement(s) and/or dealing with commitments relating to the Developer's allocated portion (as defined hereinbefore) of any part thereof the Developer shall fully comply with, observe, fulfil and perform the requirements under the law and will incorporate and ensure fulfillment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter, the Owner shall not be responsible or liable for any commitments that may be made by the Developer.

9.9 In the event of any loss or injury or damages being caused of any nature of in any manner whatsoever including injury and/or damage to any person or persons or property of or any loss of life, the Developer shall be solely liable and responsible for the same and the consequences arising therefor in all respect and shall at all point of time keep the Owner indemnified for the same and all consequences. It is specifically agreed and understood that the Owner shall not be responsible and/or liable either for any act or mode and manner of construction, defects deviations, damages or any proceedings if initiate by any person(s) and/or authority relating to any/or arising out of erection construction or



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Nikhil K. Agarwal
Partner

completion of the said newly proposed commercial/residential complex or any part thereof. All actions, proceedings and consequences arising therefrom shall be attended to, defended, prosecuted and complied with and faced by the Developer at its own costs and expenses and shall keep the Owner indemnified from all or any loss, damages, costs and consequences, suffered or incurred there from.

9.10 Notwithstanding anything contained or stated herein all labourers, workers, supervisors and other employees or persons by whatever definition employed, engaged, deputed appointed or required for erection, construction and completion of the commercial/residential complex shall be regarded as the Developer's employees or workmen and the Owner shall have no concern with them and not be responsible or liable for meeting any obligations in any manner whatsoever.

9.11 The Developer shall be solely responsible for and make and pay all payments, wages, dues, contributions, entitlements, contractual and/or statutory obligations and requirements of the workmen, supervisory, workers, labourers, employees, architects and others by whatever name called or described appointed, deputed or engaged or required or put on site for the erection, construction and completion of the said newly proposed commercial/residential complex and every part thereof and the Owner shall under no circumstances be deemed to be the employer and no responsibility and/or liability will shift upon them and the Developer shall keep the Owner indemnified from all or any claim, damages, payments, costs and consequences suffered or incurred there from.



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- 9.12 The Owner shall not be answerable or liable for any mode, part or nature of construction or for any material to be used in course of or relating to erection construction and completion of the commercial/residential complex or any part thereof provided standard materials are used as per approved specifications.
- 9.13 The Developer shall be duly bound to complete the Owner's Allocated portion in all respect including water and sewerage connections of as well as common areas and facilities and make the same fully habitable for user within the said 36 months from the date of Sanction of the Building Plan to be constructed the newly proposed commercial/residential complex at the said Premises without default or deviation.
- 9.14 The Developer undertakes to deliver a possession certificate to the Owner on applying a completion certificate from the Municipal Corporation in respect of the New proposed commercial/residential complex.

ARTICLE - X

OWNERS' OBLIGATIONS

- 10.1 The Owner shall sign and execute all plans, drawings, specifications, elevations, forms, applications and all other papers and affirm required affidavits and declarations as may be required from time to time for all or any permission, consents, sanction or relating to or arising out of constructions, erection and completion of the said



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Nikhil R. Agarwal
Partner

commercial/residential complex or as may be required from time to time in accordance with law in case the original period of sanctioned plan is expired by any unforeseen reasons.

- 10.2 To provide the Developer with appropriate Power of Attorney and the related expenses shall be borne by the Developer subject to approval of the draft by the Owner prior to execution as are or may be required in connection with construction, erection completion of the New Towers in the said project and to appear for and represent the Owner before all concerned authorities and to make sign and execute applications, declaration and other relevant papers and documents to appropriate authorities for obtaining all quotas entitlements, permits, licences and other allocations of buildings materials and/or for temporary and permanent connections of water, sewerage and electricity or as may be required from time to time, in accordance with law and/or otherwise concerning negotiations for transfer of units to the intending Purchaser(s) thereof and/or signing and executing agreement for sale, conveyance deed in favour of intending Purchaser(s) in respect of Developer's Allocation and all costs and expenses in that respect shall be borne by the Developer except the cost of registration of Owners' Allocation area. It is made clear that this Power of Attorney can be valid till completion of the new proposed commercial/residential complex at the aforesaid Premises or entire sale of Developer's Allocation to intending Buyer whichever is later.

- 10.3 While during the course of erection, construction and completion of the said commercial/residential complex, the Owner directly and/or through authorised



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Partner

representatives be entitled to have inspection of erection and construction but he will not be entitled to cause any construction or hindrance relating to the progress of construction, erection and completion of the building unless there be any gross violation or breach in such construction erection and/or completion.

- 10.4 During the course of erection, construction and completion of the said commercial/residential complex, the Owner shall provide and extend their full co-operation, support and assistance to the Developer so as to ensure completion of the said commercial/residential complex within the time specified herein above.
- 10.5 During the subsistence of this agreement, the Owner shall not in any manner whatsoever encumber the said demarcated and specified portion of the said premises or any part thereof nor shall enter into any other agreement or obligation of whatsoever nature with any other party or parties. It is however, clearly understood by and between the parties hereto that this restriction would not be applicable relating to dealing with the Owners' allocated portions of the newly constructed commercial / residential complex or any part thereof subsequent to its demarcations as provided herein above.
- 10.6 On and from the date of service of notice of completion of the said commercial/residential complex by the Developer and in particular the Owners' allocated portion and until separate mutation and assessment, the Owner and/or their nominee or nominees and/or their allottees, as the case may be, shall be responsible and



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liable to pay proportions to all rates and taxes, levies, impositions and outgoings whatsoever payable in respect of the said Owners' Allocation and every part thereof. In addition thereto, the Owners or their nominees shall also be responsible and liable to pay and bear the proportionate part or share of all costs, charges, levies, impositions and expenses relating to common areas and facilities towards its maintenance and to upkeep the Premises.

ARTICLE - XI

OWNERS' LIABILITIES/OBLIGATIONS

11.1 The Owner hereby agrees and covenant with the Developer not to cause any interference or hindrance in the construction of the proposed commercial/residential complex at the said Premises by the Developer and/or its agents. However the Owner is at liberty to appoint a qualified Architect for inspection of standard of constructions at their own costs.

11.2 The Owner hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, transferring, dealing with or disposing of the saleable space in the proposed commercial/residential complex or any part thereof (save and except the Owners' Allocation).



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- 11.3 The Owners hereby further agree and covenant with the Developer not to let out, grant lease, mortgage and/or charge the said Premises or any portion thereof during the subsistence of this contract.
- 11.4 The Developer shall obtain on behalf of the Owner, all permission, clearances and Certificates required for effectuating and completing the sale and transfer envisaged hereby including certificate/clearance required under Income Tax Act, 1961 and Urban Land (Ceiling & Regulation) Act required if any.
- 11.5 The Owner shall actively render at all times all co-operation and assistance to the Developer in construction and completion of the proposed commercial/residential complex and for effectuating the sale and/or transfer envisaged hereunder.
- 11.6 The Owner agree and covenant to allow with effect from this day the Developer to display a Sign Board on the said Premises in context to the new Project of the Developer sale of units on ownership at the said Premises.
- 11.7 The Owner shall grant to the Developer a General Power of Attorney subject to approval of the draft by the Owner prior to execution which may be required for the purpose of Sanction of Plans and all necessary permissions and sanctions from different authorities in connection with the construction of the commercial/residential complex and obtaining utilities from different authorities and also for pursuing and following up the matter with



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the Municipal Corporation and other authorities and also for selling the Developer's allocation to the indenting Buyers and receiving consideration money there from.

ARTICLE - XII

DEFAULT

- 12.1 If any delay is caused by the Developer in completion of the Project after extending the period of contract for further three months after the expiry of 36 months from the date of Sanction of Plan in that case, the Present Developer shall pay damages @ Rs. 10/- (Rupees Ten) only per day for the defaulted period and the Developer shall pay the same to the Owners forthwith on demand or this agreement will stand cancelled.
- 12.2 In the event of any defect is found in construction after completion of the newly constructed commercial/residential complex or any part thereof within 3 months from the date of completion of the building including its fixtures and fittings as provided in **Sixth Schedule** hereunder written, the Developer shall make good the same costs and expenses of the unit Owners/Occupiers of the said constructed building at the same Premises.
- 12.3 There should not be any delay by the Owners on written proof/evidence for producing the original documents/papers to any intending buyers or their bankers/advocates or



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Partner

Govt. or Semi-Govt. or local authorities or in signing the agreement for sale or executing deed of conveyance in favour of any intending buyers in respect of Developer's Allocation within a period of 5 Years from the date of Sanction Plan.

12.4 The custody of the related original title deed of the said premises shall remain with the Owners and the intending buyers and any authorities shall have the liberty to inspect those documents from the Owners on prior appointment.

ARTICLE - XIII
COMMON OBLIGATIONS

13.1 On and from the date of completion of the commercial/residential complex, the Owners as well as the Developer shall comply with and/or ensure compliance with the under mentioned requirements and restrictions without default:

- (a) To pay punctually and regularly for their respective allocations, all rates, taxes, levies, fees, charges, impositions and outgoings to the concerned authorities or otherwise as may be mutually agreed upon by and between the parties hereto



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For MVM SECURITIES PVT. LTD.

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Partner

and/or the respective Owners and recorded in writing and the parties hereto shall keep each other duly indemnified against all claims actions demands costs charges and expenses and proceedings whatsoever directly or indirectly suffered by or be paid by either of them as the case may be consequent upon any default by the other.

- (b) To abide by all laws, bye laws, rules and regulations and orders of the enactment, the Government and/or local bodies or otherwise issued and/or imposed upon in accordance with law as the case may be and shall attend to and answer and be responsible for any deviation, violation and/or breach thereof in any manner.
- (c) Until installation of separate meter(s) for supply of electrical energy at the respective Units to pay charges for consumption of electrical energy consumed in the said respective Units and proportionate part of common areas and facilities within the time as may be stipulated.
- (d) To comply with and observe all regulations that may be framed for proper and systematic management, enjoyment and upkeep of the Premises.
- (e) To keep the common interior walls, sewerage, drains, pipes and other fittings and fixtures, floor and ceiling etc. in each of respective Units in the said commercial/residential complex in good working condition and repair, and



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Chittoor District, Chittoor
18 JAN 2021

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Date

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Nitin K. Agarwal
Partner

particular so as not to cause any damages to the said commercial/residential complex or any other part thereof.

- (f) To permit at all reasonable time, the concerned authorised persons/Incharge of the maintenance of the said premises and the commercial/residential complex to enter into any part of the Units and view and inspect the interior thereof or for the purpose of repair or replacement of any common pipes, drains or installations and in course of the same if any other work or replacement or repair is found wanting inside the said Units, immediately on notice being served to that effect, the concerned Owners/Occupiers shall remedy the same at own costs and expenses.
- (g) To keep the inside of the Units duly repaired and maintained.
- (h) Not to use the building or any part thereof or permitted to be used for carrying on any obnoxious or illegal or immoral trade or activity of for any purpose which may cause any nuisance, annoyance or hazard to any part of the building or other occupiers thereof.
- (i) Not to demolish or permit demolition of any part walls or other structure or any portion thereof or make any structural additions or alterations which is likely to prejudice or damage other parts of the building or violative under the law.



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For MVM SECURITIES PVT. LTD.
Director

MAHAVIR DEVELOPERS
Nisha K. Aggarwal
Partner

- (j) Not to create any disturbance or annoyance either to the other co-occupiers of the building or to the neighbours.
- (k) Not to store or keep any articles, dirt or refuse on any part of the common areas save and except the specified portion of so demarcated in writing.
- (l) Not to affix any signboard on any part of the building or to paint or colour any part of the outer walls, windows or other parts of the Unit which are visible from outside.
- (m) Not to park or be permitted to park any vehicle except the flat Owners in any part of the common areas, if available.
- (n) Not to do or permit to be done any acts, deeds or things, which may prejudice the insurance cover of the building.
- (o) Not to claim any additional right save and except provided in writing.

ARTICLE - XIV
MISCELLANEOUS



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Bhaktinagar, Dist. Jalpaiguri

18 JAN 2021

[Signature]

MAHAVIR DEVELOPERS
Xilim K. Agarwal
Partner

14.1 This agreement shall always be treated as an agreement by and between 'Principal' to 'Principal'. The Owners and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construe or constitute as partnership between the Owners and the Developer or any Association or person. Nothing in these presents shall be construed as a sale, demise or assignment or conveyance in lieu of the said premises or any part thereof to the Developer by the Owners or as creating any right, title or interest in respect thereof in favour of the Developer other than an exclusive permission and right in favour of the Developer to develop the same as per the terms and conditions of these presents and exclusive rights to dispose off Developer's Allocation.

14.2 It is understood that from time to time to facilitate the construction of the commercial/residential complex by the Developer various acts, deeds, matters and things not herein specified may be required to be done, executed and performed and for which the Developer may need the authorities from the Owners and various applications and documents may be required to be signed by or made by the Owners from time to time relating to which specific provisions may not have been mentioned herein for such matters, the Owners shall provide all required powers and authorities unto and in favour of the Developer as and when the same is or are required and called upon and to execute sign all such additional applications and other papers and documents as may be required from time to time in accordance with law. Provided that those acts, deeds, matters and things do not in any way infringe or prejudice the right of the Owners and/or be contrary



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Partner

to or in deviation of the terms and stipulations contained in these presents or against the spirit thereof.

14.3 Each party shall be responsible and liable for their respective share and/or taxes and impositions relating to his respective allocations.

14.4 The Developer shall be entitled to make advertisement in all kinds of newspaper and through other process which include fixing of hoarding and/or advertisement board at the said Premises inviting general public to purchase Units as also other constructed area of the proposed commercial/residential complex to be constructed at the said Premises in respect of Developer's Allocation and such right of advertisement shall remain with the Developer with effect from this day and the Developer shall also be entitled to enter into an agreement for sale of Units and or other constructed area of the proposed commercial/residential complex at the said Premises with the intending buyers of such Units and/or other constructed area upon execution of this agreement and the Developer shall also be entitled to receive earnest money, booking money and/or part or full payment of the consideration money from such intending buyers without creating any financial or other liabilities upon the Owners for entering into such agreement(s) with the intending buyers of Developer's Allocated areas only.

14.5 It has been mutually decided between the Owner and the Developer that the newly proposed commercial/residential complex will be known as "by such name as Owner and Developer jointly think fit and proper.



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MAHAVIR DEVELOPERS
Nikhil R. Chavhan
Partner

ARTICLE - XV
FORCE MAJEURE

- 15.1 The parties hereto shall not be considered to be liable for any obligation herein under to the extent that the performance of the relative obligations prevented by the existence of the 'Force Majeure ' and shall be suspended from the obligation during the duration of the Force Majeure.

ARTICLE - XVI
ACQUISITION OR REQUISITION

- 16.1 In the event of acquisition by State, Central or any Govt. authorities or requisition of the said Premises prior to the commencement of construction of the commercial/residential complex then the Developer shall have the option to terminate this contract whereupon the Owners shall refund the money paid by the Developer to the Owners hereunder and total costs incurred by the Developer in respect of the said Premises on receiving the amount from appropriate authority otherwise.
- 16.2 In the case of acquisition by State, Central Govt. or any other Govt. authorities of the said Premises after the commencement of construction of the commercial/residential complex and prior to completion of construction of the commercial/residential complex the Owners shall be entitled to receive the remaining portion of compensation after



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Bangalore

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For MVM SECURITIES PVT. LTD.

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Nisha K. Aggarwal
Partner

paying the Developer's cost of construction including payment made in respect of the said Premises after receiving compensation from appropriate authority.

- 16.3 In case of acquisition or requisition by State, Central or any Govt. authorities of the said Premises after construction and completion of the Owner's allocation then the Owners shall be entitled to the entire compensation in respect of the Owner's allocation and the Developer shall be entitled to the entire compensation in respect of the Developer's Allocation.

ARTICLE - XVII

ARBITRATION

- 17.1 In case of any dispute or difference arising under or in connection with or regarding the interpretation of this Agreement, the Parties shall make best efforts to resolve the same amicably through a process of negotiation and only in the event of complete failure of such negotiations, it will be open to the Parties to refer and resort to the process mentioned in Clause 17.2 below.

- 17.2 If any dispute or difference arising under or in connection with or regarding the interpretation of this Agreement cannot be settled by employing the method stated in Clause 17.1 above within sixty (60) days, it shall be settled through arbitration by an arbitral panel consisting of three arbitrators, in which each Party shall appoint one



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FOR MMV SECURITIES PVT. LTD.
Director

MAHAVIR DEVELOPERS
Nitin K. Aggarwal
Partner

arbitrator and the two arbitrators so appointed shall appoint the third and the presiding arbitrator.

17.3 In the event a Party fails to appoint an arbitrator within 30 (thirty) days after receipt of a written notice of the other Party's intention to refer a dispute to arbitration, or in the event of two arbitrators appointed by the Parties fail to identify the third arbitrator within 30 (thirty) days from the date of appointment of the arbitrator who last appointed amongst the two, such arbitrator shall be appointed by concerning High Court of the state of West Bengal on an application initiated by either of the Parties.

17.4 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 with all statutory amendments and modifications thereof and the arbitral tribunal so formed shall be free to adopt or frame rules of procedure for conducting such arbitration.

17.5 Any decision or award given by the arbitral tribunal shall be final, conclusive and binding on the Parties and the Parties agree and undertake to carry out such decision/award without delay.

ARTICLE - XVIII

JURISDICTION



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Addl. Dy. Commr. (Agriculture)
Bhakti Nagar, Bangalore
1/8 JAN 2021

For MVM SECURITIES PVT. LTD.


Director

MAHAVIR DEVELOPERS

Nisha K. Agarwal
Partner

- 18.1 The Courts within the ordinary original civil jurisdiction of the Hon'ble concerning High Court of the state of West Bengal alone shall have the jurisdiction to entertain, try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.



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Bhakti Nagar, Dist-Jalgaon

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SECTION III

SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID PREMISES)

ALL That a piece and parcel of Vacant Homestead Land measuring about 43.04 Decimal, out of which land measuring 10.245 decimals appertains to and forms part of R.S. Plot No. 382 and Land measuring 32.795 Decimals appertains to and forms part of R.S. Plot No. 383/902, both corresponding L.R. Plot No. 48, 48/106 & 47, recorded under R.S. Khatian No. 344, recorded under L.R. Khatian No. 193 and situated within R.S. Sheet No.08, corresponding to L.R. Sheet No.17 of Mouza Dabgram, J.L.No.2, Pargana Baikunthapur, situated at near to Bhanu Bhakta Road, Dasrathpally, Police Station Bhaktinagar, under the jurisdiction of Siliguri Municipal Corporation Ward No. 43 (SMC), District Jalpaiguri together with right to use of existing common road adjacent to the said plot of land as well as said Premises together with all right of easements thereto and same is butted and bounded as follows :-

ON THE NORTH : 30 feet wide Road

ON THE SOUTH : Land of others

ON THE EAST : Land of Smt. Rajeshwari Roy and others

ON THE WEST : Part land in Plot No. 382 (R.S.), 49 (L.R.)

MAHAVIR DEVELOPERS
 Nikun R. Ghosh
 Partner



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Bhakti Nagar, Dist. Jalpaiguri

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FORMIN SECURITIES PVT. LTD

Director

MAHAVIR DEVELOPERS
Nitin K. Agrawal
Partner

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THE SECOND SCHEDULE ABOVE REFERRED TO
(OWNERS' ALLOCATION)

ALL That 55 % (Fifty five percent) of the total Super Built-up Area in the Building (final demarcation to be made after the plan is sanctioned) to be constructed on the said Land at the said Premises as per sanctioned Building Plan, and Together with 55 % (Fifty five percent) undivided un-demarcated right or share of the Said Land. And also Together with undivided 55 % (Fifty five percent) share or interest in the Common Areas and Facilities of the Building. And also Together with 55 % (Fifty five percent) of all covered/open Car Parking Spaces And also Together with 55% of top roof of the building to be constructed at the said Premises (morefully and particularly described and mentioned in First Schedule hereinabove) and also Together with privilege and right of building sanction plan.

THE THIRD SCHEDULE ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION HEREIN ABOVE MENTIONED)

ALL That 45 % (Forty five percent) of the total Super Built-up Area in the Building (final demarcation to be made after the plan is sanctioned) to be constructed on the said Land at the said Premises as per sanctioned Building Plan, and Together with 45 % (Forty five percent) undivided un-demarcated right or share of the Said Land. And also Together with undivided 45 % (Forty five percent) share or interest in the Common Areas and Facilities of the Building. And also Together with 45 % (Forty five percent) of all covered/open Car Parking



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MAHAVIR DEVELOPERS


Partner

Spaces And also Together with 55% of top roof of the building to be constructed at the said Premises (morefully and particularly described and mentioned in First Schedule hereinabove) and also Together with privilege and right of building sanction plan.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND INSTALLATIONS)

1. Land comprised in the said Premises.
2. Paths passages and driveways.
3. Staircases, lobbies and landings in the New Building
4. Lifts along with lift shafts and accessories, as also the elevators
5. Electrical wiring and fittings and fixtures for lighting the staircase, lobby, common toilets landings and passages.
6. Water supply system in the New Building
7. Overhead water tank(s) and underground water reservoir/s with distribution pipes therefrom connecting to different Units and from the underground water reservoir/s to the over-head water tank/s.



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MAHAVIR DEVELOPERS
Xitka K. Jha
Partner

- Cameras.

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Addl Dist Sub-Registrar,
Shakti Nagar, Dist. Jharkhand

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For MMV SECURITIES PVT. LTD.


Director

MAHAVIR DEVELOPERS
Nisha K. Jaiswal
Partner

THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the common areas, the main structures and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Project and enjoyed or used by the occupants in common with each other, main entrance and exit gates, landings and staircases of the Project and enjoyed by the occupants in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the common areas, the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Project / said Premises so enjoyed or used by the occupants in common as aforesaid and keeping the adjoining side spaces in good and repaired condition.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations and also the costs of repairing, renovating and replacing the same, including AMC, insurance etc.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus and other emoluments and benefits.



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Director

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Nikhil K. Aggarwal
Partner

4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the Project / Building, including the interest in the land, and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance in-charge for the common purposes.



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For MVM SECURITIES PVT. LTD.

[Signature]
Director

MAHAVIR DEVELOPERS
[Signature]
Nitin K. Sharma
partner

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THE SIXTH SCHEDULE ABOVE REFERRED TO
(DESIGN SPECIFICATIONS)

Superstructure: RCC framework on RCC piles as per IS code with a slab-to-slab height of 4 meters minimum. The design of the frame should be space efficient with flat slab design and column to column clear gap of 7.5 meters to be provided.

Walls: With first class bricks or fly-ash bricks with crushing strength of 75 kg per sq.cm.

Stucco Work: The developer is to provide level smooth finish interior and exterior by putty or plaster finish, as may be required. The developer to provide best quality and texture waterproof paint for exteriors. Top quality water proofing and roof treatment with 10 years minimum guarantee against water seepage from the building envelope.

External façade: To be finished with the combination of glass, ACP, texture paints and aluminum with tempered double glazed windows. Overall design will incorporate safety provisions for general maintenance, e.g. external facade cleaning etc.

Flooring: To be finished with granite/ Italian marble/ non skating high class tiles above the size 3ft x 3 ft.



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For MVM SECURITIES PVT. LTD.

Director

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Nisha K. Dhanraj
Partner

Land Development: Standard wide and spacious internal roads of high grade bituminous top and concrete covered drainages with adequate inspection chambers, top end horticulture and common facilities like car parking, gym and food court to be provided.

Building Type: Building is to be class A commercial building in finishes.

Building Efficiency: Floor plate efficiency is to be around 80 - 85%.

Loading Factor: The loading factor will be kept at 450 Kg/Square Meter would be for the entire floor area and 1000 Kg/Square meter would be for 1 floor in two grids of 8m x 8m.

Power: Dual grid supply or single grid supply ___ kv on ring main unit.

Transformer: OLTC transformers with N+1 redundancy with all safety systems in place.

L.T Panel: The LT panel to be designed with dual bus bar and dual main input from the transformer with change over arrangement. Also the panel has to have multiple bus section with adequate feeder arrangement to the loads. Also it is to be designed with dual rising main with route redundancy.

DG Backup: 100% DG backup of common areas including lifts with N+1 redundancy with auto changeover switch.



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MAHAVIR DEVELOPERS
Nisha K. Aggarwal
Partner

MAHAVIR DEVELOPERS
Nisha K. Aggarwal
Partner

Earthing Arrangement: Proper earthing arrangement as per IEEE rules along with dedicated earthing pits for the low voltage loads. Dedicated routes to the earth pits will be provided.

Fire Fighting Arrangement: Fire-fighting as per NBC/NFPA guideline — 100% coverage with hydrant and sprinkler lines backed up by Jockey pump, sprinkler pump and hydrant pumps, etc. with 100% redundancy. Fire pumps should have electrical pumps and auto start diesel pump both. Developer to provide multiple wet risers and hydrant points in every floor and outside the building envelop in a ring main. Pressurized fans in closed staircase with emergency light with minimum 2 hours' battery backup and PA system. Upright sprinkler lines inside the floor to be provided as per design. Pump capacity to be finalized basis upright and pendant sprinklers both.

Toilet Blocks: One separate toilet blocks with adequate space and number of closets etc. as per the population density. Building should be self sufficient and adequate for separate female, male and physically challenged sub-blocks. Water proofing of the toilet floor to be done by Developer. Developer to provide Driver Toilets in the parking area.

Lift: Tower will have passenger lifts as per sanctioned plan of a reputed company. The lifts should have ARD system and to be integrated with fire panel.

Lift Lobby: This will be completed by the Developer and CCTV cameras will be installed.



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For MVM SECURITIES PVT. LTD.


Director

MAHAVIR DEVELOPERS

Nishu K. Agarwal
Partner

Water: Adequate drinking and potable water supply from municipality connection on 24X7 basis. Potable water test certificates to be maintained annually.

Perimeter Security: Perimeter wall preferably brick with concrete pillars of adequate strength of at least 8 Ft height with non-penetrable fencing all around the periphery with a security room. Multiple entry point sufficiently secured with access control/turnstile/boom barrier and adequate external camera coverage designs.

Compliance Requirement: Below mentioned statutory certificates to be obtained by the developer —

- Fire NOC
- Occupancy Certificate (Application is sufficient)
- DG NOC
- Air Consent
- Approval of DOE
- Lift Inspector Certificate



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Priztingar, Dist. Lalitpur

18 JAN 2021

For MVM SECURITIES PVT. LTD.


Director

MAHAVIR DEVELOPERS


Nisha K. Jha
Partner

(Specifications at a Glance)

SL. NO.	ITEM	DESCRIPTION
1	Building Type	IGBC Pre-Certified Office/Residential Building
2	Sub-structure	RCC match foundation
3	Super-structure	RCC framework
4	Wall	All External Walls will be of RCC / Concrete Blocks; all the internal walls will be RCC/ Good Quality Bricks or Concrete Blocks
5	Internal Wall Finishes	Putty and wall primer
6	External Façade	Curtain Wall / Structural Glazing, glazed windows, Metal/GRC/FRP Paneling, Paint and any other element as needed (may be used in a combination of all or part thereof) Top hung openings at certain levels as per design.



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MAHAVIR DEVELOPERS
Nisha K. Sagar
Partner

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Nisha K. Sagar
Partner

7	External Development at Ground Level	a) Hardscape: Roads finished with a combination of Concrete / Paver / Stone / Tile etc. b) Softscape: with locally available Plants c) Utility Services: Substation, Transformer, Generator etc; underground drainage with inspection chambers / pits and other services d) Security Room & System
8	Common Lobby Finishes	
	a) Ground & First Floor	Good Quality Tile / Stone finish on floors; Texture or Normal Painted / Stone or Tile cladded walls; Gypsum / putty with wall point and primer
	b) All Office Floors	Vitrified Tiles on floors; with putty paint and primer
9	Lift Lobby & Facia	
	a) Ground & First Floor	Good Quality Tile / Stone finish on floors; Good quality Granite / Stone cladded walls; Gypsum /



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[Signature]

	b) all Parking Floors	Tile finish on floors and normal painted walls.
	c) All unit Floors	Good Quality Tile / Stone finish on floors; Good quality Granite / Stone cladded walls; Gypsum / POP False Ceiling with LED Lights
10	Toilet Finishes	
	a) Common Toilets	Antiskid Ceramic Tile finish on floors, Vitrified / Ceramic Tiles on walls, WC with Cistern, Wash Basins, Urinals
11	UNIT	
	Door	One Rolling Shutter Door
	Window (if any)	Aluminum
	Floor	Standard Finish
	Wall	Putty and Primer Finish



4
Addl. Dist Sub-Registrar
Bhakti Nagar, District of Jharkhand

18 JAN 2021

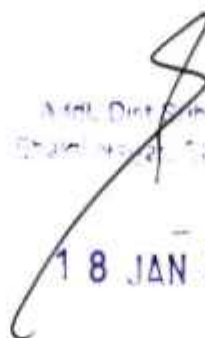
Handwritten signature and stamp.

MAHAVIR DEVELOPERS
Nikhil K. Sengupta
Partner

	Others	Toilet as mentioned above.
	Ceiling	Putty and primer finish
12	Power	Grid supply from WBSEDCL
13	DG Backup	Complete DG backup for common areas including lifts
14	Fire Fighting Arrangement	as per WBFES recommendations
15	Water	will be supplied by under ground boring _____
16	Lift	High speed Lift of reputed make

Handwritten signature and stamp.




Hon. Dist. Ct. Judge
18 JAN 2021

IN WITNESSES WHEREOF the parties hereunto have set and subscribed their respective hands and seals in this agreement on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

by the **OWNER** in presence of:

1. Subrata Ganguly
 310/10 Sishu Kumar Ganga
 South Bhadrabad
 P.O. PS Siliguri
 Dist Darjeeling

2. Manoj Aggarwal
 S/O R.K. Aggarwal

SIGNED, SEALED & DELIVERED

by the **DEVELOPER** in presence of:

1. Subrata Ganguly
 310/10 Sishu Kumar Ganga
 South Bhadrabad
 P.O. PS Siliguri
 Dist Darjeeling

2. Manoj Aggarwal
 S/O R.K. Aggarwal

For MVM SECURITIES PVT. LTD.


 Director

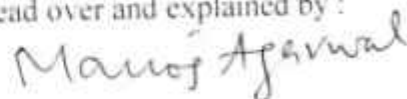
(OWNER)

MAHAVIR DEVELOPERS

Nikhil K. Aggarwal
 Partner

(PROMOTER/DEVELOPER)

Drafted, Read over and explained by:



ADVOCATE, SILIGURI

Enrl. No. F-505/434 of 1997

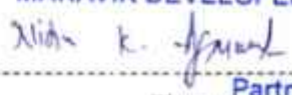
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	LEFT HAND					
	RIGHT HAND					

For MMV SECURITIES PVT. LTD.

Signature  Director

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

MAHAVIR DEVELOPERS

Signature  Partner



Sub-Registrar, Bhaktinagar
District Jalandhar

18 JAN 2021



For MVM SECURITIES PVT. LTD.

[Signature]

Director






নিতিন কুমার আগরওয়াল
Nitin Kumar Agarwal
 পিতা : নিতিন কুমার আগরওয়াল
 Father : Nitin Kumar Agarwal

জন্মতারিখ/DOB: 29/06/1983
 লিঙ্গ/Male



4457 3598 0452

আধার - সাধারণ মানুষের অধিকার



আধার

ঠিকানা, মহাবীর বিলা
 আনন্দবিহার কমপ্লেক্স, মহাবীর
 সালুগারা, ওয়ার্ড নং ৪২
 সিলিগুরি (ম.কর্প.), জলপাইগুড়ি, পশ্চিম বঙ্গ
 জলপাইগুড়ি, পশ্চিম বঙ্গ

Address: MAHAVIR VILA,
 ANANDVIHAR
 COMPLEX, 2.5 MILE,
 SALUGARA, WARD NO 42,
 Siliguri (m. corp.), Jalpaiguri,
 Sevoke Road, West Bengal,
 734001

4457 3598 0452

 1800 300 1047

 juar@uidai.gov.in

 www.uidai.gov.in

Nitin Kumar




ELECTION COMMISSION OF INDIA
 ভারতের নির্বাচন কমিশন

IDENTITY CARD GLQ4185627
 পরিচয় পত্র




Elector's Name **Subrata Ganguly**
 নির্বাচকের নাম **সুব্রত গাঙ্গুলী**
 Father's Name **Shishir Kumar Ganguly**
 পিতার নাম **শিশির কুমার গাঙ্গুলী**
 Sex **M**
 লিঙ্গ **পুরুষ**
 Age as on 1.1.2005 **23**
 ১.১.২০০৫-এ বয়স **২৩**

Address:
 Dakshin Bharatnagar, Ward no 24 Siliguri Darjeeling
 734404

ঠিকানা:
 দক্ষিণ ভারতনগর, ওয়ার্ড নং ২৪ শিলিগুরি দার্জিলিং, ৭৩৪৪০৪


 Facsimile Signature
 Electoral Registration Officer
 নির্বাচক নিবন্ধন অফিসার

Assembly Constituency: **25-Siliguri**
 বিধানসভা নির্বাচন কেন্দ্র : **২৫-শিলিগুরি**
 District: **Darjeeling** জেলা: দার্জিলিং
 Date: **01.04.2005** তারিখ: ০১.০৪.২০০৫



Major Information of the Deed

Deed No :	I-0711-00390/2021	Date of Registration	18/01/2021
Query No / Year	0711-2000070658/2021	Office where deed is registered	
Query Date	12/01/2021 1:31:59 PM	0711-2000070658/2021	
Applicant Name, Address & Other Details	Harshita Thana : Siliguri, District : Darjeeling, WEST BENGAL, Mobile No. : 7602025354, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 11], [4308] Other than Immovable Property, Agreement [No of Agreement : 1]		
Set Forth value	Market Value		
	Rs. 10,02,64,247/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,120/- (Article:48(g))	Rs. 91/- (Article:E, E, E)		
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: Dasharath Pally, 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-382	RS-344	Bastu	Bastu	5.1225 Dec		55,50,229/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L2	RS-382	RS-344	Commercial Use	Commercial Use	5.1225 Dec		1,38,75,572/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L3	RS-383/902	RS-344	Bastu	Bastu	16.3975 Dec		2,30,96,699/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L4	RS-383/902	RS-344	Commercial Use	Commercial Use	16.3975 Dec		5,77,41,747/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
		TOTAL :			43.04Dec	0 /-	1002,64,247 /-	
		Grand Total :			43.04Dec	0 /-	1002,64,247 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MVM Securities Private Limited 110 And 111, India Exchange Place, P.O:- Hare Street, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, PAN No.:: AAxxxxxx1F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mahavir Developers 3rd Floor, Goyal Plaza, Siliguri, P.O:- Siliguri Bazar, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734005, PAN No.:: ABxxxxxx5F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Representative Details				
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Sumit Agarwal (Presentant) Son of Mr Motilal Agarwal Date of Execution - 18/01/2021, , Admitted by: Self, Date of Admission: 18/01/2021, Place of Admission of Execution: Office			
	Jan 18 2021 1:36PM	LT1 18/01/2021	18/01/2021	
1st Floor, Room No. 110 And 111, 1, India Exchange Place, Writers Building,, P.O:- Hare Street, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 52xxxxxxxx6321 Status : Representative, Representative of : MVM Securities Private Limited (as DIRECTOR)				
2	Name	Photo	Finger Print	Signature
	Mr Nitin Kumar Agarwal Son of Mr Nirmal Kumar Agarwal Date of Execution - 18/01/2021, , Admitted by: Self, Date of Admission: 18/01/2021, Place of Admission of Execution: Office			
	Jan 18 2021 1:37PM	LT1 18/01/2021	18/01/2021	
Mahavir Villa, Anand Vihar, Sevoke Road, P.O:- Sevoke Road, P.S:- Bhaktinagar, Siliguri Mc, District:- Jalpaiguri, West Bengal, India, PIN - 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 44xxxxxxxx0452 Status : Representative, Representative of : Mahavir Developers (as partner)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Subrata Ganguly Son of Late Sishir Kumar Ganguly South Bharat Nagar, P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734004			
	18/01/2021	18/01/2021	18/01/2021
Identifier Of Mr Sumit Agarwal, Mr Nitin Kumar Agarwal			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	MVM Securities Private Limited	Mahavir Developers-5.1225 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	MVM Securities Private Limited	Mahavir Developers-5.1225 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	MVM Securities Private Limited	Mahavir Developers-16.3975 Dec

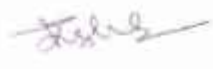
Transfer of property for L4

Sl.No	From	To. with area (Name-Area)
1	MVM Securities Private Limited	Mahavir Developers-16.3975 Dec

On 13-01-2021

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 10,02,64,247/-


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

On 18-01-2021

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

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

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

Presented for registration at 13:12 hrs on 18-01-2021, at the Office of the A.D.S.R. BHAKTINAGAR by Mr Sumit Agarwal ..

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

Execution is admitted on 18-01-2021 by Mr Sumit Agarwal, DIRECTOR, MVM Securities Private Limited (Private Limited Company), 110 And 111, India Exchange Place, P.O:- Hare Street, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001

Indetified by Mr Subrata Ganguly, . . Son of Late Sishir Kumar Ganguly, South Bharat Nagar, P.O: Siliguri, Thana: Siliguri, . City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734004, by caste Hindu, by profession Service

Execution is admitted on 18-01-2021 by Mr Nitin Kumar Agarwal, partner, Mahavir Developers (Partnership Firm), 3rd Floor, Goyal Plaza, Siliguri, P.O:- Siliguri Bazar, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734005

Indetified by Mr Subrata Ganguly, . . Son of Late Sishir Kumar Ganguly, South Bharat Nagar, P.O: Siliguri, Thana: Siliguri, . City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734004, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 91/- (E = Rs 91/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 91/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/01/2021 2:54AM with Govt. Ref. No: 192020210205930021 on 17-01-2021, Amount Rs: 91/-, Bank: Punjab National Bank (PUNB0010000), Ref. No. 289242136 on 17-01-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,120/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 70,120/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 2133, Amount: Rs.5,000/-, Date of Purchase: 29/12/2020, Vendor name: Tanmoy Roy

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 17/01/2021 2:54AM with Govt. Ref. No: 192020210205930021 on 17-01-2021, Amount Rs: 70,120/-, Bank:
Punjab National Bank (PUNB0010000), Ref. No. 289242136 on 17-01-2021, Head of Account 0030-02-103-003-02


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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0711-2021, Page from 14502 to 14579
being No 071100390 for the year 2021.



Digitally signed by TAPASH KANTI
GHOSH
Date: 2021.01.19 19:15:51 +05:30
Reason: Digital Signing of Deed.

(Tapash Kanti Ghosh) 2021/01/19 07:15:51 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
West Bengal.

(This document is digitally signed.)