SL-3069/22 भारतीय गैर न्यायिक INDIA NON JUDICIAL Rs.5000 ₹.5000 पाँच हजार रुपये **FIVE THOUSAND RUPEES**

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

E 613680

E 613680

12/00/20 Coriso

GARMATHA VENTURES

DEVELOPMENT AGREEMENT

:1:

THIS AGREEMENT IS MADE ON THIS THE 15th DAY OF MARCH 2022

BETWEEN

CERTIFIED THE DECIDE AT IS ADMITTED TO LEGIS. RATHER THE STREET STREET STREET, STREET STREET, THE SIGNATURE SHEET MIND THE PRODUCTION OF THE SHEETS ATTACKED. STONMIUNE STEET MINS FRE CHARMANIERT STEELS MILMENT.

Addi. District Sub-Registrar. Singuri-II at Bagdogra

17 6 MAR 2002

Dilak Bankers



JUDICIAL STAMI
966 Data 1/.03.25

Sagarmatta Ventures.

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Govt. Stamp Vender

07 / Darjeeling

Sagarmatha Projects Private Limited

Saraki

Director

E-643680



11092

SAGARMATHA VENTURES
Churay Ag aranal
PARTNERS

Copal Roy 368in Cureshwan Roy Eart Chayan Para P.O- ahogomdi

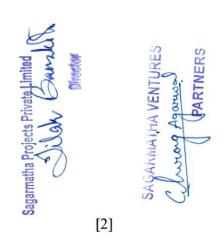
P.S. Bhankinagest

ist - Layor guri



Addi. Dist-Suif Registrar

15 MAR 2022



SAGARMATHA PROJECTS PRIVATE LIMITED, a Private Limited Company, incorporated under the Companies Act, 1956, having its Corporate Identity Number: U45400WB2012PTC177267, Dtd. 22.08.2012, having its Registered Office at 16, Mangal Pandey Road, Khalpara, P.O. and P.S. Siliguri, Dist: Darjeeling, Pin: 734005, in the State of West Bengal, represented by one of its Director, SRI TILAK BANSKOTA, son of Bhola Nath Banskota, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Ambadhura, Salbari, P.O. Sukna, P.S. Pradhan Nagar, District: Darjeeling – hereinafter called the "LAND-OWNER/FIRST PARTY" (which expression shall unless excluded by or repugnant to the context be deemed to include its Directors, executors, successors-in-office, representatives, administrators and assigns) of the FIRST PART. (PAN: AAGCP5124M).

AND

"SAGARMATHA VENTURES" a Partnership Firm, having its office at Pathargatha Road, Opp. Royal Academy, Gourcharan, Matigara, P.O. and P.S.-Matigara, District - Darjeeling, in the State of West Bengal, represented by one of its Partner, SRI CHIRAG AGARWAL, son of Sri Mohan Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation. Resident of Sevoke Road, P.O. and P.S.-Siliguri, District - Darjeeling - hereinafter called the "DEVELOPER/SECOND PARTY" which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors, representatives administrators and assigns) of the "SECOND PART". (PAN- AELFS6663J)





[3]

WHEREAS the above named First Party SAGARMATHA PROJECTS PRIVATE LIMITED has purchased land measuring 155 Decimals from Teluram Agarwal, Son of Late Umrawmal Agarwal by virtue of three separate Deeds of Conveyance being Document Nos. (i) 1-236 of the year 2015 (ii) I-286 of the year 2015 and (iii) I-288 of the year 2015 and the same were registered in the Office of the Additional District Sub-Registrar Siliguri-II at Bagdogra, in the District of Darjeeling having permanent, heritable and transferable, right, title and interest therein, free from all encumbrances and charges whatsoever.

AND WHEREAS the First Party interested in constructing a multi storied building on the land fully described in Schedule below approached the Second Party who has agreed to the offer of the First Party to construct a multi storied building on the said land of the First Party on the following terms and conditions:-

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:-

- THAT the Second Party has examined the title and all documents of the Schedule property
 and has agreed to promote the said complex on the plot of land mentioned in the Schedule
 given herein below, as per plans, elevations, designs, drawings and specifications approved
 by the appropriate authority/ies at their own cost and shall for the identity of the building
 use appropriate nomenclature of its choice.
- 2. THAT the Second Party will construct a multistoried building, the plan prepared for which will be approved by the appropriate authority at their own cost.





[4]

- 3. THAT any modification in the plans, elevations, designs, drawings and specifications approved from the appropriate authority will be at the cost of the Second party.
- 4. THAT the First Party undertakes to signify his consent to the plans, elevations, designs, drawings, specifications etc. as proposed by the Second party and to sign it and all other incidental and necessary papers for approval of the building plan.
- 5. That sale proceeds of constructed area measuring 10,000 sq.ft shall belong to the First Party (LANDOWNER'S ALLOCATION) and the sale proceeds of remaining constructed area shall belong to the Second Party (DEVELOPER'S ALLOCATION).
- 6. That all decisions in respect of sale of constructed area shall be decided by the Developer and the Landowners shall have no objection in this regard.
- 7. That if the Landowner wants to retain any part of the constructed area they may do so at the market value decided by the Developer.
- 8. That as and when the selling of the constructed area begins both parties shall settle the Accounts after every three months.
- 9. That the construction of the building shall be completed within 4 years from the date of starting of the construction.
- 10. That in case some adjustments have to be made in the construction of the building due to the direction of the SJDA, the area to be allotted to the First Party and Second Party may vary and both the Parties shall be bound to accept it.





[5]

- 11. THAT the second party shall submit the L.U.C.C. of the proposed building to the appropriate authority for obtaining sanctioned building plan and shall complete construction within 4 Years from the starting of the construction and the same may be extended for another six months due to some unavoidable circumstances.
- 12. THAT the Second Party shall be entitled to realise and receive any advances, sale consideration, baina, salami, premium, rent, lease premium, lease rent or in other form any party against sale, lease, tenancy, etc., in respect to the "TOTAL CONSTRUCTED AREA" and thereafter the Second party shall reimburse the sale proceeds of the First party.
- 13. THAT the First Party also undertake to execute a Registered Power of Attorney in favour of the second party for executing all documents relating to building plan, agreement of sale ,Sale Deed etc. of the "TOTAL CONSTRUCTED AREA".
- 14. THAT the first parties apart from the power of attorney shall also execute all necessary papers and documents from time to time as may be required by the second party for construction of the said complex.
- 15. THAT the First Party shall handover the possession of the said property to the second party for the purpose of construction of the said complex and the second party shall use the said property for the purpose of construction. The Second Party may store the building materials as per requirement, keep the guard chowkidar or any other staff or may take other security measures.
- 16. THAT if at any time it is found that the said land described in the schedule is encumbered the first party will be liable to make it unencumbered at their own cost.





[6]

- 17. THAT all taxes and dues payable by the first party relating to the period prior to the execution of these presents/ commencement of the construction of the building shall be payable by the first party.
- 18. THAT the taxes and other dues payable during the construction period shall be paid by the second party.
- THAT both the parties shall bear their respective proportionate statutory impositions and/or tax liabilities.
- 20. THAT the second party shall construct the said complex at its own cost and engaging direct labourers or through the contractor/s of his choice as per approved plan and the second party shall construct the said complex in accordance with the rules and guidelines of the Panchayat.
- 21. THAT the First Party will not object and/or obstruct during construction. If the construction is stopped/ delayed due to failure on the part of the first party inspite of the second party's eagerness to complete the construction, the first party shall adequately compensate the second party.

That the First Party can never compel the second party to entertain/comply with any sort of verbal statement and/or assurance.

22. THAT the second party may advertise in the media for sale and/or letting out the constructed area in the said complex at his cost.





- 23. THAT in case of any dispute arising out of this agreement or with respect to the interpretation of any terms and conditions recorded herein or with respect to the working of this agreement or any other matter, it shall be first mutually decided with the collaboration of the third person and if the matter is not settled than either of the parties may approach the Court of Law.
- 24. That the First Party further agrees that nor the powers and authorities as given hereinabove to the Second Party neither the POWER OF ATTORNEY executed in favour of the Second Party can under any circumstances be rescind or cancelled during the pendency or continuance and till the time this agreement is in force.
- 25. That in case of any changes in Govt. rules, laws policies affecting the construction work. the effect shall be borne by both parties.
- 26. That any further matter arising out of this Agreement which has not been specifically clarified, shall be mutually dealt with and decided.
- 27. That the parties are entitled to use Specific Performance of Contract against each other to execute the terms and conditions of this agreement.





[8]

SCHEDULE

All that piece or parcel of vacant Homestead land measuring 155 Decimals situated within Mouza: Gourcharan, J.L. No. 81, R.S. Plot No. 54, 59,62 & 66, within the limits of Matigara, Gram Panchayat, P.S. Matigara, District: Darjeeling. The Plot area is mentioned below:

L.R. PLOT NO.	L.R. KHATIAN NO.	AREA	
43	5443	4 Decimal	
44	5443	7 Decimal	
45	5443	8 Decimal	
49	5443	34 Decimal	
52	5443	102 Decimal	
	TOTAL	155 DECIMALS	

The said land is bounded and butted by as follows:-

NORTH: Nishintapur Tea Estate and river

SOUTH : Land of Rohit Agarwal and others

EAST : Land of Balu Munda

WEST : 40 Feet Wide Road

IN WITNESSES WHEREOF both the parties have put their respective signatures on these presents on the day month and year first above written.

WITNESSES:

1. Capar Roy
868ni Chareshion Roy
Eart Chayan Para
8.0- Chagandi
P.S- Bhakhragar
Dist. Larperi guri

Sagarmatha Projects Private Limited

Director

FIRST PARTY/LAND OWNER

Churay Agarwal
PARTNERS

2. Mary Consepta Rozatio
Alo Mr. Peter Johny Rozario
South Eletiasel
PO-Sevola Road
P.S. Bheldingar
Diest Japaigure

SECOND PARTY/DEVELOPER

Drafted by me and printed in my office

Advocate, Siliguri.

Mariog Agarnal

Enrl. No. F-505/434 of 1997

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

Signature

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90	LEFT HAND					
Wiag Parwe	RIGHT HAND		wilders.			A Million

SAGARMATHA VENTURES GARTNERS Signature



Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue OFFICE OF THE A.D.S.R. BAGDOGRA, District Name: Darjeeling Signature / LTI Sheet of Query No/Year 04032000824123/2022

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

SI No.	Name of the Execut	ant Category	Photo	•	Finger Print	Signature with date
1	Mr TILAK BANSKOTA AMBADHURA, SALBARI, City:- Siligu Mc, P.O:- SUKNA, P. Pradhan Nagar, Distr Darjeeling, West Ben India, PIN:- 734009	ative of Land Lord S:- [SAGARM ict:- ATHA				Sagarmatha Projects Private Limited
SI No.	Name of the Execut	ant Category	Photo		Finger Print	Signature with date
2	Mr CHIRAG AGARW. SEVOKE ROAD, City Siliguri Mc, P.O:- SILIGURI, P.S:-Siligu District:-Darjeeling, W Bengal, India, PIN:- 734001	z- ative of Developer		4		AGARMATHA VENTURES Charage Apaxocal PARTNERS
SI No.	Name and Address of identifier	Identi	fier of	Photo	Finger Pri	nt Signature with date
1	Mr GOPAL ROY Son of Mr GUNESHWAR ROY EAST CHAYAN PARA, City:- Siliguri Mc, P.O:- GHOGOMALI, P.S:- Bhaktinagar, District:- Jalpaiguri, West Bengal, India, PIN:- 734006	Mr TILAK BANSF CHIRAG AGARV				Ceper Ren

(Yogen Tshering Bhutia)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
BAGDOGRA
Darjeeling, West Bengal

Major Information of the Deed

Deed No:	I-0403-02972/2022	Date of Registration 16	103/2020	
Query No / Year	0403-2000824123/2022	THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TW	5/03/2022	
Query Date	14/03/2022 12:17:57 PM	Office where deed is regist		
Applicant Name, Address & Other Details	MANOJ AGARWAL	A.D.S.R. BAGDOGRA, Distring, WEST BENGAL, Mobile No. : 7		
Transaction		Additional Transaction	Marie Contract Contract	
agreement	Agreement or Construction	[4305] Other than Immovable Declaration [No of Declaration than Immovable Property, Ag Agreement: 1]	n : 11 [4308] Other	
Set Forth value		Market Value		
Steward D. Wood		Rs. 5,65,81,200/-	2000年1月1日 1日 1	
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 75,020/- (Article:48(g)) Remarks		Rs. 21/- (Article:E, E, E)		

Land Details:

District: Darjeeling, P.S:- Matigara, Gram Panchayat: MATIGARA-I, Mouza: Gourcharan-(81), Jl No: 81, Pin Code:

Sch	Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	LR-43 (RS :-)	LR-5443	Bastu	Bastu	0.04 Acre	raide (iii Ka.)		Width of Approach Road: 40 Ft., Adjacent to Metal Road,
	LR-44 (RS :-)	LR-5443	Bastu	Bastu	0.07 Acre		25,55,280/-	
	LR-45 (RS :-)	LR-5443	Bastu	Bastu	0.08 Acre		29,20,320/-	
	LR-49 (RS :-)	LR-5443	Bastu	Bastu	0.34 Acre			
_	LR-52 (RS :-)		Bastu	Bastu	1.02 Acre		3,72,34,080/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
		TOTAL :			155Dec	0 /-	565,81,200 /-	, road,
	Grand	Total:			155Dec	0 /-	565,81,200 /-	

Land Lord Details :

SI No	Name, Address, Photo, Finger print and Signature
	SAGARMATHA PROJECTS PRIVATE LIMITED 16, MANGAL PANDEY ROAD,KHALPARA, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005, PAN No.:: AAxxxxxx4M,Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Developer Details :

SI No	Name, Address, Photo, Finger print and Signature
	SAGARMATHA VENTURES PATHARGATHA ROAD, OPP ROYAL ACADEMY, GOURCHARAN, MATIGARA, City:- Siliguri Mc, P.O:-MATIGARA, P.S:-Matigara, District:-Darjeeling, West Bengal, India, PIN:- 734010, PAN No.:: aexxxxxx3j, Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

Representative Details:

SI No	Name, Address, Photo, Finger print and Signature
2	Mr TILAK BANSKOTA Son of Mr BHOLA NATH BANSKOTA AMBADHURA, SALBARI, City:- Siliguri Mc, P.O:- SUKNA, P.S:- Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734009, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 41xxxxxxxxx9730 Status: Representative, Representative of: SAGARMATHA PROJECTS PRIVATE LIMITED (as DIRECTOR) Mr CHIRAG AGARWAL (Presentant) Son of Mr MOHAN KUMAR AGARWAL SEVOKE ROAD, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 43xxxxxxxxx2680 Status: Representative, Representative of:

Identifier Details :

Name	Photo	Finger Print	lo:	SHEET CONTRACTOR
Mr GOPAL ROY Son of Mr GUNESHWAR ROY EAST CHAYAN PARA, City:- Siliguri Mc,		. mgcr rint	Signature	
P.O:- GHOGOMALI, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734006				
Identifier Of Mr TILAK BANSKOTA, M	OUUDA			

	sfer of property for L1	
	From	To. with area (Name-Area)
1	SAGARMATHA PROJECTS PRIVATE LIMITED	SAGARMATHA VENTURES-4 Dec
Trans	sfer of property for L2	
SI.No	From	To. with area (Name-Area)
1	SAGARMATHA PROJECTS PRIVATE LIMITED	SAGARMATHA VENTURES-7 Dec
Trans	fer of property for L3	THE RESERVE THE THE
SI.No	From	To. with area (Name-Area)
1	SAGARMATHA PROJECTS PRIVATE LIMITED	SAGARMATHA VENTURES-8 Dec
	fer of property for L4	
SI.No	From	To. with area (Name-Area)
1	SAGARMATHA PROJECTS PRIVATE LIMITED	SAGARMATHA VENTURES-34 Dec
Fransi	fer of property for L5	
SI.No	From	To. with area (Name-Area)
	SAGARMATHA PROJECTS PRIVATE LIMITED	SAGARMATHA VENTURES-102 Dec

Land Details as per Land Record

District: Darjeeling, P.S:- Matigara, Gram Panchayat: MATIGARA-I, Mouza: Gourcharan-(81), Jl No: 81, Pin Code:

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English
L1	LR Plot No:- 43, LR Khatian No:- 5443	Owner:সাগরমাখা প্রোজেন্টস প্রাইভেট লিঃ, Gurdian:পক্ষে ডাইরেন্টর, Address:১৬, মঙ্গ্ল পান্ডে রোড থালপাড়া শিলিগুড়ি, Classification:রূপনী, Area:0.04000000 Acre,	as selected by Applicant SAGARMATHA PROJECTS PRIVATE LIMITED
L2		Owner:সাগরমাখা প্রোজেন্টস প্রাইভেট লিঃ, Gurdian:পক্ষে ডাইরেন্টর, Address:১৬, মঙ্গ্র পান্ডে রোড থালপাড়া শিলিগুড়ি, Classification:ডাঙ্গা, Area:0.07000000 Acre	SAGARMATHA PROJECTS PRIVATE LIMITED
L3	LR Plot No:- 45, LR Khatian No:- 5443	Owner:সাগরমাখা প্রোজেন্টস প্রাইভেট	SAGARMATHA PROJECTS PRIVATE LIMITED

,	5443	Owner:সাগরমাখা প্রোজেক্টস প্রাইভেট লিঃ, Gurdian:পক্ষে ডাইরেক্টর, Address:১৬, মঙ্গ্র পান্ডে রোড খালপাড়া শিলিগুড়ি, Classification:রূপনী, Area:0.34000000 Acre,	SAGARMATHA PROJECTS PRIVATE LIMITED ,
L5		Owner:দাগরমাথা প্রোজেক্টস প্রাইভেট লিঃ, Gurdian:পক্ষে ডাইরেক্টর, Address:১৬, মঙ্গ্ল পান্ডে রোড থালপাড়া শিলিগুড়ি, Classification:রূপনী, Area:1.02000000 Acre,	SAGARMATHA PROJECTS PRIVATE LIMITED

Endorsement For Deed Number: I - 040302972 / 2022

On 15-03-2022

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

Presented for registration at 12:42 hrs on 15-03-2022, at the Private residence by Mr CHIRAG AGARWAL ,.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 5,65,81,200/-

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

Execution is admitted on 15-03-2022 by Mr TILAK BANSKOTA, DIRECTOR, SAGARMATHA PROJECTS PRIVATE LIMITED (Private Limited Company), 16, MANGAL PANDEY ROAD, KHALPARA, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005

Indetified by Mr GOPAL ROY, , , Son of Mr GUNESHWAR ROY, EAST CHAYAN PARA, P.O: GHOGOMALI, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734006, by caste Hindu, by profession Service

Execution is admitted on 15-03-2022 by Mr CHIRAG AGARWAL, partner, SAGARMATHA VENTURES (Partnership Firm), PATHARGATHA ROAD, OPP ROYAL ACADEMY, GOURCHARAN, MATIGARA, City:- Siliguri Mc, P.O:-MATIGARA, P.S:-Matigara, District:-Darjeeling, West Bengal, India, PIN:- 734010

Indetified by Mr GOPAL ROY, , , Son of Mr GUNESHWAR ROY, EAST CHAYAN PARA, P.O: GHOGOMALI, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734006, by caste Hindu, by profession Service

hi_

Yogen Tshering Bhutia
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BAGDOGRA

Darjeeling, West Bengal

On 16-03-2022

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/03/2022 6:43AM with Govt. Ref. No: 192021220205281391 on 14-03-2022, Amount Rs: 21/-, Bank: Punjab National Bank (PUNB0010000), Ref. No. 366007839 on 14-03-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 5,000/-, Description of Stamp

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

.2. Stamp: Type: Impressed, Serial no 966, Amount: Rs.5,000/-, Date of Purchase: 11/03/2022, Vendor name: T Roy Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/03/2022 6:43AM with Govt. Ref. No: 192021220205281391 on 14-03-2022, Amount Rs: 70,020/-, Bank: Punjab National Bank (PUNB0010000), Ref. No. 366007839 on 14-03-2022, Head of Account 0030-02-103-003-02

> Yogen Tshering Bhutia ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BAGDOGRA

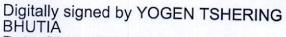
> > Darjeeling, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0403-2022, Page from 80313 to 80332 being No 040302972 for the year 2022.





Date: 2022.03.23 13:30:23 +05:30 Reason: Digital Signing of Deed.



(Yogen Tshering Bhutia) 2022/03/23 01:30:23 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BAGDOGRA West Bengal.

(This document is digitally signed.)