

SL No. 1475/2023.

I - 1443/2023



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

2/1425843/2023

H 996726

Chyangan
13.76
05.06.23

KITE DEVELOPERS

Sajay Agnewal

Partner

KITE DEVELOPERS

Pradip Saha

Partner

Swarnabha Dasgupta Banerjee

DEVELOPMENT AGREEMENT

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

Chyangan
05/06/2023

COLL. DIST. SUB-REGISTRAR
SHILIGURI

NON JUDICIAL STAMP

Sl. No. 504 Dated 05/06/23

Name Kite Developers & others

Of Siliguri

Value Rs. 5000/- (Rupees Five Thousand only)

Sandhya Saha Goh
GOVT. STAMP VENDOR
Siliguri Court
L/No. - 174RM OF 2015



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

05 JUN 2023

কিলে ডি/এল/ওবের্স

কিলে ডি/এল/ওবের্স

KITE DEVELOPERS
Sanjay Agarwal
Partner

KITE DEVELOPERS
Pradipta Saha
Partner

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Suryatapa Dasgupta Banerjee

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS 5TH DAY OF JUNE,
TWO THOUSAND TWENTY - THREE.

B E T W E E N

KITE DEVELOPERS [PAN – AAXFK5545M] a registered Partnership firm (Reg no. F-007373/2022), having its office of A.P.C. Sarani, Siliguri, Ward no. 29 of Siliguri Municipal Corporation, P.O. Siliguri Town, P.S. Siliguri, District – Darjeeling, West Bengal, India, Pin- 734004, represented its partners namely **[1] SRI SANJAY AGARWAL, [PAN- AEWPA5773L] [AADHAAR NO. 7434 1421 1124]**, Son of Sri Rajendra Prasad Agarwal, Hindu by Faith, Indian by Nationality, Business by Occupation, Resident of “Siddhi Vinayak Complex” Iskcon Mandir Road, under Ward no. 40 of S.M.C., P.O. Sevoke Road, P.S. Bhaktinagar, District- Jalpaiguri, in the state of West Bengal, Pin -734001, **[2] SRI PRADIPTA SAHA, [PAN- AYKPS5248Q] [AADHAAR NO. 5475 7308 8039]**, Son of Sri Prosenjit Saha, Hindu by Religion, Business by Occupation, Indian by Nationality, resident at A.P.C. Sarani, P.O. & P.S. Siliguri, District- Darjeeling in the state of West Bengal, Pin -734001- hereinafter called the **DEVELOPER/FIRST PARTY** (which expression shall mean and include unless excluded by or repugnant to its representatives, executors, partners, administrators and assigns) of the **ONE PART.**

A N D

SMT. SURYATAPA DASGUPTA BANERJEE @ SURYYATAPA BANERJEE (PAN – ACVPB3008L) (AADHAAR NO -3852 6584 5785), Wife of Sri Basudeb Dasgupta, D/o Late Nimai Chandra Banerjee @ Nimai Banerjee and Late Sefali Banerjee, Hindu by religion, Indian by nationality, Housewife by occupation, Residing at Deshbandhu Para, Banerjee Bhawan, Ward no. 30 of S.M.C., P.O. - Siliguri Town, P.S.- Siliguri, District- Darjeeling, in the state of West Bengal, Pin – 734004, Also having resident at Indra Gandhi Street, 1 No. Dabgram, Ward no. 23 of S.M.C., P.O.- Rabindra Sarani, P.S.- Siliguri, District- Darjeeling, Pin- 734006 - hereinafter referred to as the **LAND OWNER / SECOND PARTY** (Which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, successors, legal representative, administrators and assigns) the **OTHER PART.**

KITE DEVELOPERS
Sangas Agarwal
Partner

KITE DEVELOPERS
Bidyut Saha
Partner

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Suryatapa Dasgupta Banerjee

AND

WHEREAS one Nimai Chandra Banerjee @ Nimai Banerjee, Son of Late Kalidas Banerjee and Sefali Banerjee, Wife of Nimai Chandra Banerjee @ Nimai Banerjee, both are resident of Deshbandhupara, P.S.- Siliguri, District- Darjeeling, West Bengal, were the joint registered owners of the land measuring about 12.5 Decimals, recorded in R.S. Khatian no. 2783 appertaining to and forming part of R.S. Plot no. 12026, situated under Mouza- Siliguri, J.L. no. 110, Touzi no. 3 (Ja), Pargana- Baikunthapur, P.S. – Siliguri, District- Darjeeling, West Bengal, by virtue of registered deed of sale vide no. 4938 for the year 1977, transcribed in book no. I, Volume no. 71, Page from 203 to 205, registered in the office of S.R. Siliguri and the said deed was executed by the recorded owner namely Pravabati Debi, Wife of Nanigopal Chakraborty, Resident of Deshbandhu Para, P.S.- Siliguri, District- Darjeeling and since the date of purchase they had been possessing , occupying and enjoying the said land without any objection, interruption, having permanent right, title and interest thereon.

AND

WHEREAS thereafter they constructed three storied building upon the said land and started to live with their family members. Thereafter said Sefali Banerjee died on 26/10/2014 and subsequently said Nimali Chandra Banerjee also died on 21/11/2018, leaving behind their only daughter namely Suryatapa Dasgupta Banerjee i.e. the second party to inherit their share of properties as per law of Hindu Succession Act and accordingly the second party became the owner of the land measuring about 12.5 Decimals, recorded in R.S. Khatian no. 2783 appertaining to and forming part of R.S. Plot no. 12026, situated under Mouza- Siliguri, J.L. no. 110, Touzi no. 3 (Ja), Pargana- Baikunthapur, P.S. – Siliguri, District- Darjeeling, West Bengal along with structure and thereafter she has been possessing , occupying and enjoying the said land without any objection, interruption, having permanent right, title and interest thereon.

KITE DEVELOPERS
Saijay Agarwal
Partner

KITE DEVELOPERS
Rajesh Saha
Partner

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Sunjoydeep Dasgupta Banerjee

AND

WHEREAS subsequently during the L.R. Survey the name of second party has been recorded in the R.O.R. and new L.R. Khatian vide no. 6704 under new identified L.R. plot no. 812, situated under Mouza- Siliguri Dakshin -2, J.L. no. 93, P.S.- Siliguri, District- Darjeeling, has been framed and published as per her possession over the land measuring about 10.18 Decimals or 0.1018 Acre.

AND

WHEREAS the second party being the owners of the said land measuring about 10.18 Decimals, recorded in R.S. Khatian no. 2783 corresponding to L.R. Khatian no.6704 appertaining to and forming part of R.S. Plot no. 12026 corresponding to L.R. Plot no. 812, situated under R.S. Mouza- Siliguri corresponding to L.R. Mouza- Siliguri Dakshin-2 , J.L. no. 110 (old) 93 (New), Touzi no. 3 (Ja), within the limits of ward no. 30 of S.M.C. at Deshbandhu Para, Pargana- Baikunthapur, P.S. – Siliguri, District- Darjeeling, West Bengal, has decided to develop her land measuring about 10.18 Decimals, by making a Multi-storied building as per the plan approved/sanctioned by the appropriate authority on the said "A" scheduled land.

AND

WHEREAS now in order to develop the land measuring about 10.18 Decimals, by way of constructing a Multi storied Building therein, the Second party took a decision to that effect, but even after taking such decision for constructing the building, the Second party have also realized about their paucity of fund, skill and expertise knowledge to construct the aforesaid building on the land. As such the Second party was in search of a Developer for the development of the "A" Schedule land, according to a plan, which would be approved by the appropriate sanctioning authority.

KITE DEVELOPERS
Sajay Agarwal
Partner

KITE DEVELOPERS
Bhagha Saha
Partner

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Surupatapa Dasgupta Banerjee

AND WHEREAS the First Party, who are running its business of land development and construction within the Siliguri and its vicinity, after knowing the aforesaid intention of the Second party, had approached them to deliver the actual and physical possession of the said Land measuring about 10.18 Decimals, little bit more or less of land, more fully described in the schedule "A" herein below unto their favour to develop the same as per sanction plan, to be approved by the competent authority and also at the cost, to be borne by them on the land with its expertise knowledge, skill and performance and to that extent both the parties to overcome all sorts of future complications and misunderstanding has seceded to reduce into writing all their mutually agreed terms and condition upon which they have arrived at in a written format. Hence this agreement.

WHEREAS the Second party further declares that the below scheduled land is not acquisitioned/requisitioned either by the Central Government or State Government and no part of the same is under alignment or have been vested in the Government and title of the property is remaining free from all encumbrances and the Landlords/Second party have good marketable and indefeasible title to the same.

AND WHEREAS to avoid all ambiguity regarding the measuring of certain words and phrases used in the presents, are define as follows:-

- i. "Building/s" shall mean the R.C.C./ brick built, having a Multi-Storied Building to be constructed on the below "A" schedule plot of land, owned by the Second party, according to the drawing, plans/ specifications to be sanctioned by the Siliguri Municipal Corporation and/or any other authority and constructed in conformity therewith. That the Second party will not raise any objection for constructing the said Multi-Storied Building according to the drawing, plans/ specifications to be sanctioned by the Siliguri Municipal Corporation.



KITE DEVELOPERS

Sanjay Aggarwal
Partner

KITE DEVELOPERS

Indresh Saha
Partner

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Suryakanta Dasgupta Banerjee

- ii. "Architect/Engineer" shall mean person of firm appointed or nominated by the land-developers as Architect/Engineer for the supervising of the construction of the multi-storied buildings.
- iii. "Building Plans" shall mean drawing plan and specification for the construction of the building on the plot of land described in below "A" schedule land, sanctioned by the Siliguri Municipal Corporation and/or renewal of the same, caused to be made by the Siliguri Municipal Corporation and other authority.
- iv. "Common area and facilities" shall mean items mentioned in Section 3(D) of the West Bengal Apartment Ownership Act, 1972.
- v. "Common expenses" shall mean the proportionate share of all grounds rent. Property maintenance charges and dues and outgoing paid by the Second party and other purchasers/owners of the other constructed area of the buildings. All other common expenses within the meaning of the West Bengal Apartment Ownership Act, 1972 in respect of their flats/apartments and garage, as may be determined jointly by the owner and the other purchasers of the buildings.
- vi. "Transferee/Purchaser" shall mean purchasers to whom any flat/apartment and garage in the buildings any be transferred or sold for consideration.
- vii. "The said plot of land" shall mean all that piece or parcel of land particularly mentioned in the Schedule "A" below.

NOW THE AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES UNDER THE TERMS AND FOLLOWS:-

1. That the Second party wills all responsibility and assertion hereby declares that the piece of land, described in the schedule "A" below is



KITE DEVELOPERS

Sajay Agarwal
Partner

KITE DEVELOPERS

Madhukar Saha
Partner

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Sunil Kumar Dasgupta, Banerjee

free from all liens, charges and encumbrances whatsoever and its title is saleable and marketable one.

2. That as per mutual settlement in between the parties herein below arrived at the Second party shall allow the First Party/Promoter to construct building/constructions, according to the sanction plan, on the below "A" schedule plot of land, now owned by the Second party and for the purpose of construction, the Second party shall handover all relevant documents including title deed in original to the Developer on the date of signing of this agreement to be retained until the completion of the construction of the proposed building at the said premises and shall hand over the actual, khas and physical possession of the below "A" schedule land to the First Party immediately, after obtaining the plan for the proposed building from the concerned sanctioning authority and building shall be carried out at the cost, design and architectural performance of the first party only.
3. That it is further mutually agreed upon the parties of this indenture that for obtaining the said sanction plan, the First Party shall borne all necessary expenses to that extent. It had been further mutually agreed upon by and between the parties of this indenture, that the first party shall take necessary steps for completion of the constructions of the building at its experience, skill/expertise knowledge and also the entire expenses within 3 Years (Three Years) from the approval of the sanction plan by the sanctioning authority positively subject to the obtaining of vacant possession of the said premises from the Owners for the purpose of development.
4. That before starting the construction of the below scheduled land, the Second party shall also clear all pending municipal taxes, ground rent etc. in respect of the below "A" schedule property. After execution of this agreement and during the continuance of the construction of the proposed multi-storied building, if the Government, Semi-government institution or any private individual initiate/file any suit in respect of

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Sanjay Agarwal

Partner

KITE DEVELOPERS

Indira Saha

Partner

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Gurpreet Dasgupta Banerjee

any dispute or matter concerning the below "A" schedule land and/or for any acts of god, any pandemic lockdown situation the construction is being delayed, in that event the period of such delay shall be excluded for completion of such constructions.

5. That it was further agreed upon that after sanction of the plan, covering schedule "A" land, as above noted, the first party shall complete the project within the period of 3 Years (Three years) from the payment date of approval plan amount.
6. However, the first party will provide a sum of Rs. 80,00,000/- (Eighty Lacs) to the second party in total. The first party already provided a sum of Rs. 50,00,000/- (Fifty Lacs) only through cheque /R.T.G.S. to the second party and the balance amount of Rs. 30,00,000/- (Thirty Lacs) will be given in two parts. (Rs. 20,00,000/- (Rupees Twenty Lacs) will be given after vacating the possession as well as demolishing of the old three storied building including plinth and rest Rs. 10,00,000/- (Ten Lacs) will be given after sanction of building plan). The first party will also provide three nos. of 2BHK flat (Two nos. of 2BHK flat at the second floor measuring about 800 sq.ft. including super-built up area and one 2BHK flat at the top floor measuring about 800 Sq.Ft. including super-built up area) at the proposed building and two parking spaces at the ground floor, rear side of the stair case of the proposed building, soon after completion of the project, which shall be treated, constructed and considered as the **OWNERS ALLOCATION**, more particularly described in the schedule "B" below. Accordingly the entire construction covering the below "A" schedule land, except the owner's allocation more particularly described in the schedule "B" below of the building shall be treated and considered as the developer's allocation, more particularly described in the schedule "C" below.
7. The First Party shall has every liberty to handover the entire constructed area from Developer's allocation to different intending purchaser(s) against valuable consideration and the First Party alone

KITE DEVELOPERS

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Partner

KITE DEVELOPERS

Madhukar Saha
Partner

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Suryakanta Dasgupta Banerjee

shall be able to execute and registered proper sale deed to and in favour of those intending buyers, as per its choice without the consent of the Owners and the Second party/Owners shall also be bound to execute and register proper sale deed to and in favour of those intending buyers, if require by the first party/developers and the said Second party shall not claim any constructed portion or any profit, arising out of sale consideration from the said Developer's allocation. It is further noted that if any intending buyers intendeds to have registered its Deed of Agreement for purchasing any constructed area of the building, out of the Developer's allocation, then also the Second party shall be bound to execute proper indenture and shall place the same for its due registration to the concern registering authority.

8. Any transfer of any part of the Owners' Allocation in the proposed building shall be subject to the other provisions hereof and the Owners shall thereafter be responsible in respect of the space transferred, to pay only in the event the Owners transferee(s) does/do not pay the said rates and service charges for the common facilities. It is made clear that the Owners shall be responsible for payment of all municipal and property taxes and other outgoings and impositions in respect of the portions allocated to the Owners to the authorities concerned.
9. That the Second party shall obtain electric connection from the WBSEDCL in his/her/their name at their own cost and expenses immediately only after taking possession of their allocated area/s or owner's allocation and the First Party will not raise any objection for the same. It is hereby further agreed between the parties that after giving possession of owner's allocation the Second party will bear the expenses of electricity consumption of Rs. 10/- Per Unit as long as they are not taking separate electricity connection in their own names at their own cost and expenses.
10. That it is be noted that with the execution of this deed of agreement, the Second party shall also execute a registered Development Power of

KITE DEVELOPERS

Sanjay Agarwal
Partner

KITE DEVELOPERS

Pradya Saha
Partner

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Sunanda Dasgupta Banerjee

Attorney in favour of the First Party/ Developers and the same would be binding and shall be in effect for constructing the present "A" schedule land, as well as vesting right to transfer to the different intending Buyer(s) **OF THE AREA, MEANT FOR AND OUT OF THE "C" SCHEDULE ALLOCATION** i.e; the developer's area within the meaning of the Transfer of Properties Act, 1862. By the said Development Power of Attorney, the Second party shall also empower the First Party to execute, sign, apply for and obtain Land Use Compatibility Certificate (LUCC) with the Siliguri Jalpaiguri Development Authority and shall also be entitled to execute, sign, apply for obtaining of Building Plan from the Siliguri Municipal Corporation and shall also be entitled to obtain Fire No Objection Certificate, Aviation No Objection Certificate, completion certificate etc. from the concerned department/govt. office in our names and on our behalf in respect of any construction purpose at its own cost and expenses and the Second party shall also empower the First Party to negotiate with the intending purchaser to sell and to sell, as aforesaid of different constructed area of the building from those intending purchaser(s) by acknowledgement thereof.

11. That for the purpose of the smooth construction, the First Party shall have every liberty to have water, electricity or other amenities from the appropriate authority, provided that the First Party shall be responsible for the consumption charges of the facilities or amenities.
12. That the First Party shall be responsible to bear the costs of Transformer Installation. The first party shall also bear B.L. & L.R.O. Mutation of Land, GST expenses and partition deed in respect of developer's allocation. That the Second party/Owners agree and covenant with the First Party/Developer that the GST charges or any other taxes implemented and Individual Electric Meter Security Deposit Charges and the Income Tax liability pertaining to the Owners' as Capital Gains or otherwise by virtue of this agreement against the Owners' Allocation shall be borne by the Second party/Owners.



KITE DEVELOPERS

Saijay Agarwal
Partner

KITE DEVELOPERS

Pradip Saha
Partner

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Suryadeva Dasgupta/Banerjee

13. That for the smooth construction, the First Party shall have every liberty to appoint engineer, architect or supervisor for the constructional works of the land at its cost.
14. That a society has to be formed by different flat owners of the said building whereby every flat owner has to be a member of the said society and the maintenance cost of the said building will be decided by them as per their mutual agreement.
15. That it has been decided that after the completion of the building all the flat owners will construct a tin shed and the expenses will be shared proportionately by the flat owners.
16. That it is further agreed between the parties that the Second party will not occupy any portion of the common area/s they will enjoy the same with other co-owner/s of the said building.
17. That the parties hereof have entered into this agreement purely on principal to principal and nothing stated herein shall be deemed to be constructed as the joint venture or partnership of the parties.
18. That it is specifically mentioned here that soon with the execution of this agreement, the Second party co-operate the First Party for the smooth construction of the building, for approval of the sanction plan by executing all necessary papers to that respect, as would be time to time required said Multi-storied building along with proportionate undivided share in the Land measuring about 10.18 Decimals, described in Schedule – "A" above.
19. It is clearly understood and agreed by and between the Owner and the Developer that if any act, deed or thing is required to be done or undertaking at any time hereafter for complying with the provisions of The Real Estate (Regulation and Development) Act, 2016 or any more act implemented by the Government, it shall be jointly responsibility of

KITE DEVELOPERS
Sanjay Agarwal
Partner

KITE DEVELOPERS
Bhagya Sela
Partner

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Suryakanta Dasgupta Banerjee

- the Owner and Developer to observe, fulfill, perform and carry out the duties, responsibilities and obligations cast upon them by the said Act and Rules framed thereunder from time to time and for such purpose the Owner and the Developer shall co-operate with each other at all materials times hereafter.
20. That it is hereby mentioned that if the First Party eager for project loan over their allocated areas i.e. the Developers Allocation as mentioned in the schedule "C" below then the Second party will co-operate with the First Party and they will not raise any objection for the same.
 21. The proposed building to be constructed on the said premises shall be named as desired by the Owner in consultation with the Developer after construction.
 22. That if the second party intends to transfer his share of allotted flat and parking space in future, the second party will transfer said flat and parking space by following the terms and conditions of the development agreement .
 23. That if the First party fails to complete the construction of the said building within the stipulated period due to breach of contract of the Agreement by the Second party, due to sufficient reasons including natural calamity, restrain by the Court Order, Stoppage of the supply of the building materials by the Suppliers or by other sufficient reasons. The Second party shall extend the time for construction as per requirement of the First party.
 24. That in case of death of any of the parties to this Agreement, the terms and conditions of this Agreement shall not be changed or any addition, modification or deletion as provided by law. The legal heirs of the second party will be bound to execute the required instruments after death of second party.



KITE DEVELOPERS
Sanjay Agrawal
Partner

KITE DEVELOPERS
Pranav Saha
Partner

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Bijayalapa Dasgupta Banerjee

25. In case if any dispute between the parties hereto, recourse shall first and always be taken to mutual amicable discussion & conciliation, failing which reference or question arising out of the unresolved dispute shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and / or any other statutory modification and / or enactment relating thereto.
26. Courts in the District of Darjeeling shall only have the jurisdiction to entertain, try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

SPECIFICATION OF THE FLATS

- i. All wall 5" thick brick wall with sand cement mortar.
- ii. Foundation: R. C. C. foundation with super structure.
- iii. Plastering: Outside and insider plaster with sand cement mortar.
 - A. Doors: Main Door (4" x 2½ ") will be made by seasoned sal wood and shutter will be made by flash door (double leaf).
 - B. Other doors frame will be made by seasoned sal wood (4" x 2½ ") and shutter will be made by readymade flash door (single leaf anti termite) and toilets door frame and shutter will be made by readymade good quality PVC.
- iv. Windows: Aluminum two track sliding with 4 mm transparent glass.
- v. Flooring: All floors except toilet will be finished by 2 x 2 vitrified ISI branded tiles with 4" skirting. And in toilets floor will be finished by tiles with 4" skirting.
- vi. Windows and Grill fittings: Aluminum or iron.
- vii. Toilets: Toilet will be provided in every flat and inside wall will be finished by 10" x 15" tiles upto 6' height, one white colour

KITE DEVELOPERS
Saijey Agnoid
Partner

KITE DEVELOPERS
Bhadrak Sada
Partner

KITE DEVELOPERS
Suryadeva Dasgupta Banerjee

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commode / white colour Indian type pan, two bib cock, 1 shower and one cistern (sleek) in toilet.

- viii. Kitchen: Top of the gas slab will be finished by black granite and above the gas oven slab upto 3 fit height finished by 10" x 15" tiles and a steel sink, one bib cock and one aqua guard point.
- ix. Balcony: Stain less steel or iron grill will be provided upto 3' height as per the Architect's instruction.
- x. Painting: Inside walls lime puny and cement primer (ICI/Berger), outside weather coat paint and doors will be painted by synthetic enamel paint.
- xi. Plumbing: Inside water lines will be CPVC/UPVC pipe concealed and outside water lines will be surface with PVC pipe connected with common PVC water tank.
- xii. One white basin will be provided in dining room.
- xiii. Electric work: All electrical wiring including invertors points (if required) will be concealed with necessary modular switch (standard / Havels /Gold Medal) and wire will be fitted (Finolex / Havels / Standard/R.R. Cable) as per availability.
- xiv. One lift will be installed in the building.
- xv. The owner shall have the right to use all common right, amenities, and facilities jointly with all other occupants including the developer's allocated area of common water reservoir, over-head tank, water pump, stair cases, landing, pathway, drainage, septic tank, roof, vacant area of the entire land etc. as per sanction plan.
- xvi. All extra work will be done at the cost the owners/Second party/ies as per Architect instruction and the payment for such extra work shall be made by the Owners/Second party/ies in advance.

KITE DEVELOPERS

Sajay Agarwal
Partner

KITE DEVELOPERS

Bradya Saha
Partner

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SCHEDULE "A"
(DESCRIPTION OF THE LAND)

ALL THAT PIECE AND PARCEL OF TEN HOMESTEAD land measuring about 10.18 Decimals, recorded in R.S. Khatian no. 2783 corresponding to L.R. Khatian no.6704 appertaining to and forming part of R.S. Plot no. 12026 corresponding to L.R. Plot no. 812, situated under R.S. Mouza- Siliguri corresponding to L.R. Mouza- Siliguri Dakshin-2 , J.L. no. 110 (88) (old) 93 (New), Touzi no. 3 (Ja), within the limits of ward no. 30 of S.M.C. at Deshbandhu Para, Pargana- Baikunthapur, P.S. – Siliguri, District- Darjeeling, West Bengal, Pin -734004.

The land is butted and bounded as follows:

By the north : 25 Feet wide Pucca S.M.C. Road;
By the south : 12 Feet wide Pucca S.M.C. Road;
By the east : Land of Sri Jagat Bandhu Saha;
By the west : Land of Smt. Alokanda Sarkar.

SCHEDULE "B"
(ALLOCATION OF THE SECOND PARTY)

ALL THAT piece or parcel of the three nos. of 2BHK flat (Two nos. of 2BHK flat at the second floor measuring about 800 sq.ft. including super-built up area and one 2BHK flat at the top floor measuring about 800 Sq.Ft. including super-built up area) at the proposed building and two parking spaces at the ground floor, rear side of the stair case of the proposed building, subject to the available area as per the plan or plans to be sanctioned by the respective authority for the proposed building to be constructed at the said premises in all respects in accordance with the sanctioned plan free of costs/ charges/ encumbrances on the said land as mentioned in the Schedule-"A" herein below to be developed by the Developer as consideration for the development of Land measuring 10.18 decimals, of land which is more specifically mentioned in the Schedule-"A" herein below.

SCHEDULE "C"
(DEVELOPERS ALLOCATION)

ALL THAT the Entire constructed area of the building to be constructed on the Land mentioned in the schedule "A" land, except the owner's allocation, described in the schedule "B" above.

IN WITNESS WHEREOF, the parties of this agreement enter into this agreement in terms of the provision, contained in Article 5 of Schedule 1A of the Indian Stamp Act, 1899 as amended by Art. 5(f) of the W. B. Finance Act 2012 (w.e.f. 01.04.2012) and the do hereby set and subscribe their hands on the day, month and year as mentioned above.

WITNESSES:-

1. Banendra Dasgupta
 Late/ Mukul Dasgupta
 1 No Dabgram Colony
 Indragandhi Street
 P.O. Rishindra Saram
 Dist. Durgam (W.B)

KITE DEVELOPERS

Sajay Agarwal
 Partner

KITE DEVELOPERS

Pradeep Saha
 Partner

Signature of the First Party/Land Developer

2. Gobindo Das
 Sef. Gopal Ch Das
 1 No dabgram.
 C/o Siliguri.
 Dist. Durgam.

Sureksha Dasgupta Banerjee

Signature of the Second party/Land owner

Drafted as per the instruction of the Executants, readover and explained to the parties by me and printed in my chamber:

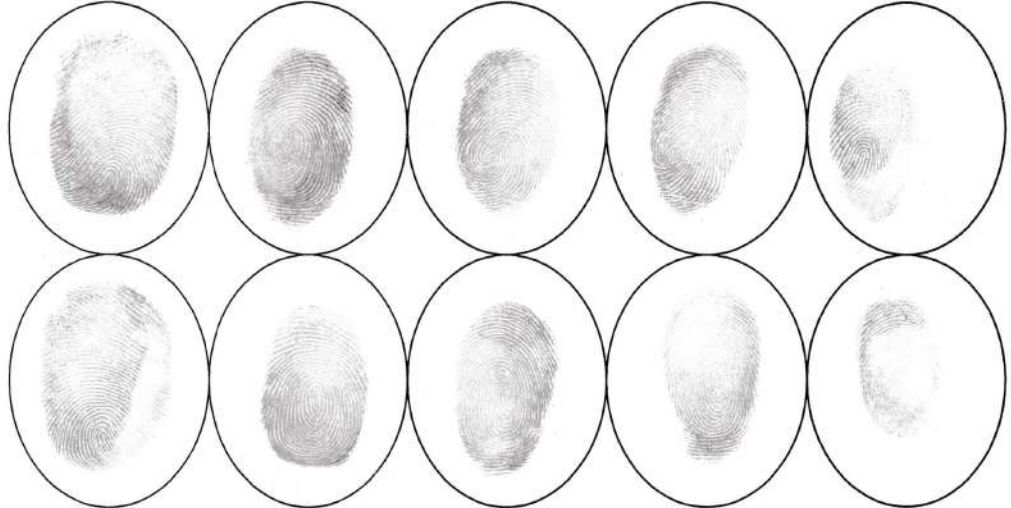
Pankaj Thakur
 Advocate/ Siliguri
 Enrolment No. WB/821/ 2012

FINGER IMPRESSION
PARTNER OF THE DEVELOPER

THUMB FORE FINGER MIDDLE FINGER RING FINGER LITTLE FINGER



L
E
F
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Sajay Agariwal

R
I
G
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Sajay Agariwal

Sajay Agariwal

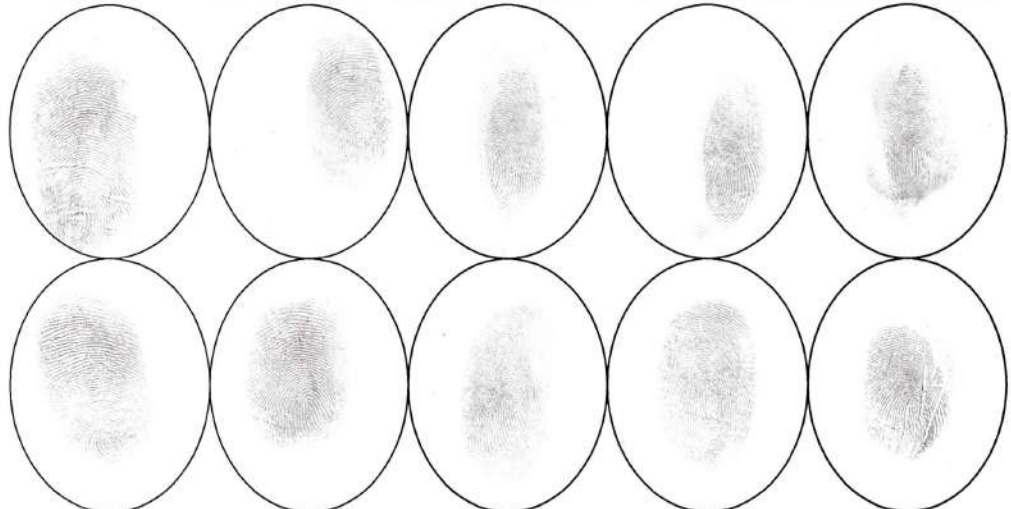
SIGNATURE WITH DATE

FINGER IMPRESSION
PARTNER OF THE DEVELOPER

THUMB FORE FINGER MIDDLE FINGER RING FINGER LITTLE FINGER



L
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Anandh Saha

SIGNATURE WITH DATE

FINGER IMPRESSION

LAND LORD / EXECUTANT / DECLARANT

THUMB

FORE FINGER

MIDDLE FINGER

RING FINGER

LITTLE FINGER

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Suryatapa Dasgupta Banerjee

Suryatapa Dasgupta Banerjee
SIGNATURE WITH DATE

IDENTIFIER PHOTO SHEET

IDENTIFIER

 <i>Baruch Desgupta</i>	Left Thumb impression 
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Baruch Desgupta

Baruch Desgupta

Signature of identifier

Major Information of the Deed

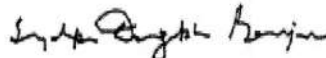
Deed No :	I-0402-01443/2023	Date of Registration	05/06/2023
Query No / Year	0402-2001425843/2023	Office where deed is registered	
Query Date	02/06/2023 2:52:25 PM	A.D.S.R. SILIGURI, District: Darjeeling	
Applicant Name, Address & Other Details	PANKAJ THAKUR SILIGURI BAR ASSOCIATION, ROOM NO. 7,Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734001, Mobile No. : 9832643724, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 80,00,000/-]	
Set Forth value		Market Value	
		Rs. 1,16,60,725/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 20,021/- (Article:48(g))		Rs. 80,021/- (Article:E, E, E.)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Darjeeling, P.S:- Siliguri, Municipality: SILIGURI MC, Road: DESHBANDHU PARA, Road Zone : (Ward No.30 -- Ward No.30) , Mouza: Siliguri, , Ward No: 30 JI No: 88, Pin Code : 734004

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-12026	RS-2783	Bastu	Bastu	10.18 Dec		1,16,60,725/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road,
Grand Total :					10.18Dec	0 /-	116,60,725 /-	

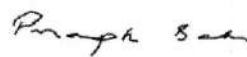
Land Lord Details :

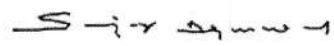
SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs SURYATAPA DASGUPTA BANERJEE (Presentant) Wife of Mr BASUDEB DASGUPTA Executed by: Self, Date of Execution: 05/06/2023 , Admitted by: Self, Date of Admission: 05/06/2023 ,Place : Office			
	05/06/2023	LTI 05/06/2023		05/06/2023
DESHBANDHU PARA, BANERJEE BHAWAN, City:- Siliguri Mc, P.O:- SILIGURI TOWN, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734004 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: ACxxxxxx8L, Aadhaar No: 38xxxxxxxx5785, Status :Individual, Executed by: Self, Date of Execution: 05/06/2023 , Admitted by: Self, Date of Admission: 05/06/2023 ,Place : Office				

Developer Details :

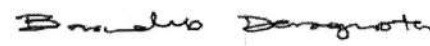
SI No	Name,Address,Photo,Finger print and Signature			
1	KITE DEVELOPERS A.P.C. SARANI, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI TOWN, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734004 , PAN No.: AAxxxxxx5M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr PRADIPTA SAHA Son of Mr PROSENJIT SAHA Date of Execution - 05/06/2023, , Admitted by: Self, Date of Admission: 05/06/2023, Place of Admission of Execution: Office			
	Jun 5 2023 1:36PM	LTI 05/06/2023		05/06/2023
A.p.c. SARANI, City:- Siliguri Mc, P.O:- SILIGURI TOWN, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734004, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AYxxxxxx8Q, Aadhaar No: 54xxxxxxxx8039 Status : Representative, Representative of : KITE DEVELOPERS (as PARTNER)				

2	Name	Photo	Finger Print	Signature
	Mr SANJAY AGARWAL Son of Mr RAJENDRA PRASAD AGARWAL Date of Execution - 05/06/2023, , Admitted by: Self, Date of Admission: 05/06/2023, Place of Admission of Execution: Office	 Jun 5 2023 1:37PM	 LTI 05/06/2023	 05/06/2023
SIDDHI VINAYAK COMPLEX, ISKON MANDIR ROAD, City:- Siliguri Mc, P.O:- SEVOKE ROAD, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AExxxxxx3L, Aadhaar No: 74xxxxxxxx1124 Status : Representative, Representative of : KITE DEVELOPERS (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr BASUDEB DASGUPTA Son of Late MUKUL DASGUPTA 1 NO. DABGRAM, INDRA GANDHI STREET, City:- Siliguri Mc, P.O:- RABINDRA SARANI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734006			
	05/06/2023	05/06/2023	05/06/2023
Identifier Of Mrs SURYATAPA DASGUPTA BANERJEE, Mr PRADIPTA SAHA, Mr SANJAY AGARWAL			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs SURYATAPA DASGUPTA BANERJEE	KITE DEVELOPERS-10.18 Dec

On 05-06-2023

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

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

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

Presented for registration at 13:26 hrs on 05-06-2023, at the Office of the A.D.S.R. SILIGURI by Mrs SURYATAPA DASGUPTA BANERJEE ,Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,16,60,725/-

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

Execution is admitted on 05/06/2023 by Mrs SURYATAPA DASGUPTA BANERJEE, Wife of Mr BASUDEB DASGUPTA, DESHBANDHU PARA, BANERJEE BHAWAN, P.O: SILIGURI TOWN, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734004, by caste Hindu, by Profession House wife

Indetified by Mr BASUDEB DASGUPTA, , , Son of Late MUKUL DASGUPTA, 1 NO. DABGRAM, INDRA GANDHI STREET, P.O: RABINDRA SARANI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734006, by caste Hindu, by profession Business

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

Execution is admitted on 05-06-2023 by Mr PRADIPTA SAHA, PARTNER, KITE DEVELOPERS (Partnership Firm), A.P.C. SARANI, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI TOWN, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734004

Indetified by Mr BASUDEB DASGUPTA, , , Son of Late MUKUL DASGUPTA, 1 NO. DABGRAM, INDRA GANDHI STREET, P.O: RABINDRA SARANI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734006, by caste Hindu, by profession Business

Execution is admitted on 05-06-2023 by Mr SANJAY AGARWAL, PARTNER, KITE DEVELOPERS (Partnership Firm), A.P.C. SARANI, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI TOWN, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734004

Indetified by Mr BASUDEB DASGUPTA, , , Son of Late MUKUL DASGUPTA, 1 NO. DABGRAM, INDRA GANDHI STREET, P.O: RABINDRA SARANI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734006, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 80,021.00/- (B = Rs 80,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 80,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/06/2023 9:48PM with Govt. Ref. No: 192023240082164548 on 03-06-2023, Amount Rs: 80,021/-, Bank: SBI EPay (SBlePay), Ref. No. 6125327495830 on 03-06-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 15,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 504, Amount: Rs.5,000.00/-, Date of Purchase: 05/06/2023, Vendor name: S S Goon

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/06/2023 9:48PM with Govt. Ref. No: 192023240082164548 on 03-06-2023, Amount Rs: 15,021/-, Bank: SBI EPay (SBlePay), Ref. No. 6125327495830 on 03-06-2023, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0402-2023, Page from 40343 to 40368

being No 040201443 for the year 2023.



Syangden

Digitally signed by SANGHA RATNA
SYANGDEN

Date: 2023.06.06 14:48:20 +05:30

Reason: Digital Signing of Deed.

(Sangha Ratna Syangden) 2023/06/06 02:48:20 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)