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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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: 1 :

TEESTA HOMES PVT. LTD.
Sanjay K. Singhania
DIRECTOR

KANCHANJUNGA DEVELOPERS
Paulraj Sengupta
PARTNER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 17th DAY
OF AUGUST 2022.

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

Rh
Addl. District Sub-Registrar
Bhakti Nagar, Jalpaiguri

08 SEP 2022

BETWEEN

Q 2002396907/22

0008

NON

JUDICIAL STAMP

No. 1788 Date 27.7.22



Sold Kanchanjunga Developers

at P.S. Bhaktinagar, Dist. Jalpaiguri

Value Rs. Five Lacs

Tannoy Roy
Govt. Stamp Vendor
Bagnura
Lic. No. 546/BM
07 / Darjeeling

330008 H

স্বাক্ষরিত
কম্পিউটার ডায়ালগ

স্বাক্ষরিত
কম্পিউটার ডায়ালগ



Addl. District Sub-Registrar
Bhakti Nagar, Jalpaiguri

08 SEP 2022

TEESTA HOMES PVT. LTD.
Sanjay Kumar Singhania
DIRECTOR

KANCHANJUNGA DEVELOPERS
Pankaj Agarwal
PARTNER

[2]

TEESTA HOMES PRIVATE LIMITED, a Private Limited Company, incorporated under the Companies Act, 1956, having Certificate of Incorporation No.U45400WB2013PTC198897Dated 09.12.2013, having its Registered office at Siddhi Vinayak, Siddhi Dham Building, Jyoti Nagar, Siliguri, P.O. Sevoke Road, P.S. Bhaktinagar & District Jalpaiguri, represented by its Director, **SRI SANJAY KUMAR SINGHANIA**, Son of Late Shankar Lal Singhanian, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Model Town Apartment, Pranami Mandir Road, P.O. Sevoke Road, P.S. Bhaktinagar, District- Jalpaiguri, in the State of West Bengal, 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, representatives administrators and assigns) of the "FIRST PART". (PAN- AAECT8706F).

AND

"KANCHANJUNGA DEVELOPERS" a Partnership Firm, having its office at VL/100/C/98, Opposite Sidhi View, Ram Krishna Road, Jyotinagar P.O. Sevoke Road, P.S. Bhaktinagar, District- Jalpaiguri, in the State of West Bengal, represented by one of its Partner, **SRI PANKAJ AGARWAL**, Son of Late Kedarnath Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident Udham Singh Sarani, Ashrampara, P.O. & P.S. Siliguri, District- Darjeeling, in the State of West Bengal- 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-AAPFK6863N).

TEESTA HOMES PVT. LTD.

Kanjan for Teesta
DIPLOMA

KANCHANJUNGA DEVELOPERS

Kanchan
PARTNER

[3]

AND WHEREAS the above named Landowner **TEESTA HOMES PRIVATE LIMITED** had purchased land measuring 60 Kathas from Sri Paritosh Bhowmick, son of Sri Surendra Nath Bhowmick & Another, by virtue of two separate Registered Deeds of Conveyance(i) dated 05.05.2016, being Document Nos. I-2679 for the year of 2016 and (ii) dated 06.05.2016, being Document No. I- 2762 for the year of 2016 and both were registered at the office of the Additional District Sub Registrar Bhaktinagar, in the District of Jalpaiguri.

AND WHEREAS in the manner aforesaid, the abovenamed Landowner **TEESTA HOMES PRIVATE LIMITED** became the owner of land measuring 60 Kathas and ever since then the Landowner is in exclusive, khas and peaceful possession of the aforesaid land without any act of hindrance or obstruction from any body having permanent heritable, transferable and marketable right, title and interest therein and the said Land is fully described in Schedule 'A' below.

AND WHEREAS the abovenamed Developer , **KANCHANJUNGA DEVELOPERS** had also purchased land measuring 52 Kathas 9 Chattaks 24 Sq.ft. from Priyanka Promoters and Developers & others, by virtue of five (5) separate Registered Deeds of Conveyance (i) dated 16.03.2016, being Document No. I- 1703 for the year of 2016, (ii) dated 26.03.2016, being Document No. I-1823 for the year of 2016, (iii) dated 10.08.2016 being Document No. I- 4793 for the year of 2016, (iv) dated 17.08.2016 being Document No. I- 5008 for the year of 2016 and (v) dated 17.02.2017 being Document No. I- 737 for the year of 2017 all are registered at the office of the Additional District Sub Registrar Bhaktinagar, in the District of Jalpaiguri.

[4]

TEESTA HOMES PVT. LTD.
Sanjay K. Hirani
DIRECTOR

KANCHANJUNGA DEVELOPERS
Ranjay K. Hirani
PARTNER

AND WHEREAS in the manner aforesaid, the abovenamed Developer, **KANCHANJUNGA DEVELOPERS**, became the owner of land measuring 52 Kathas 9 Chataks 24 Sq.ft. and ever since then the Developer is in exclusive, khas and peaceful possession of the aforesaid land without any act of hindrance or obstruction from any body having permanent heritable, transferable and marketable right, title and interest therein and the said Land is fully described in Schedule 'B' below .

AND WHEREAS both the Parties being interested in constructing a multi storeyed building amalgamated their land together and the LUCC and Sanctioned Building Plan has already been passed in their joint names, but due to some financial issues the First Party wants the Second Party to develop the entire land including the land of First Party on terms and conditions mentioned below and the said total land on which the building will be constructed is fully described in Schedule 'C' below.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:-

1. THAT the Second Party has agreed to promote at its own cost the said complex on the plot of land mentioned in the Schedule 'C' given herein below, as per plans, elevations, designs, drawings and specifications approved by the appropriate authority/ies.
2. THAT the Second Party will construct a multistoried building on the Schedule 'C' below ,at its own cost the plan prepared for which is already approved by the appropriate authority.
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.

TEESTA HOMES PVT. LTD.

Sanjay K. Singhania
DIRECTOR

KANCHANJUNGA DEVELOPERS

Renuka Singhania
PARTNER

[5]

4. That 15 % share of sale proceeds of the Total Constructed Area shall belong to landowner (LANDOWNER'S ALLOCATION) and the remaining 85 % share of sale proceeds of Total Constructed Area shall belong to the Second Party (DEVELOPER'S ALLOCATION). That the gross sale proceeds will be received by the Developer and after payment of GST, the Landowner shall be reimbursed its share of 15% of Net Sale Proceeds, after deduction of TDS.
5. That all decisions in respect of sale of constructed area shall be decided by the Developer and the Landowner shall have no objection in this regard.
6. 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 share of the First party.
7. THAT the first party 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.
8. 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.
9. 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 its own cost.

TEESTA HOMES PVT. LTD.
Sanjay K Singhania
DIRECTOR

KANCHANJUNGA DEVELOPERS
Rauley Singh
PARTNER

[6]

10. 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.
11. THAT the taxes and other dues payable during the construction period shall be paid by the second party.
12. THAT both the parties shall bear their respective proportionate statutory impositions and/or tax liabilities.
13. THAT the second party shall construct the said complex at its own cost and engaging direct labourers or through the contractor/s of its choice as per approved plan and the second party shall construct the said complex in accordance with the rules and guidelines of the Municipality.
14. 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.
15. THAT the second party may advertise in the media for sale and/or letting out the constructed area in the said complex at its cost.
16. 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.

TEESTA HOMES PVT. LTD.
Sanjay Kumar Singhania
DIRECTOR

KANCHANJUNGA DEVELOPERS
Ranbir Agarwal
PARTNER

[7]

17. That the First Party further agrees that nor the powers and authorities as given hereinabove to the Second can under any circumstances be rescind or cancelled during the pendency or continuance and till the time this agreement is in force.
18. That in case of any changes in Govt. rules, laws policies affecting the construction work, the effect shall be borne by both parties.
19. That any further matter arising out of this Agreement which has not been specifically clarified, shall be mutually dealt with and decided.
20. That the parties are entitled to use Specific Performance of Contract against each other to execute the terms and conditions of this agreement.

SCHEDULE 'A'

(Land which belong to Landowner)

All that piece or parcel of vacant land measuring 60 Kathas, situated within Mouza Dabgram, J.L. No. 02, R.S. Plot No. 183, recorded in R.S Khatian No. 82, RS Sheet No. 8, situated at Zilla Parishad Road Bye Lane within the limits of Ward No. 41 of Siliguri Municipal Corporation, P.S. Bhaktinagar, District: Jalpaiguri.

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

- NORTH : 33 Feet wide Road, Land of Developer and Building of Arjun Sharma
- SOUTH : Land of Developer and others
- EAST : Land of Developer
- WEST : Land of Manmaya Chettri and others

TEESTA HOMES PVT. LTD.
Sanjay K. Tripathi
DIRECTOR

KANCHANJUNGA DEVELOPERS
Pankaj Kumar
PARTNER

[8]

SCHEDULE 'B'
(Land which belongs to Developer)

All that piece or parcel of vacant land measuring 52 Kathas, 9 Chattaks 24 Sq.ft., situated within Mouza Dabgram, J.L. No. 02, R.S. Plot No. 183, 186 recorded in R.S Khatian No. 82, RS Sheet No. 8, within the limits of Ward No. 41 of Siliguri Municipal Corporation, P.S. Bhaktinagar, District: Jalpaiguri.

PLOT WISE DISTRIBUTION OF LAND:

R.S. KHATIAN NO.	R.S. PLOT NO.	AREA
82	183	48 Katha
82	186	4 Katha 9 Chattaks 24 Sq.ft.
		TOTAL= 52 Katha 9 Chattak 24Sq.Ft.

The land measuring 48 Kathas is bounded and butted by as follows:-

NORTH : 33 Feet wide Road;
SOUTH : Land of others
EAST : Land of Sandeep Goyal
WEST : Land of Landowner

The land measuring 4 Katha 9 Chattaks 24 Sq.ft. is bounded and butted by as follows:-

NORTH : Land of Landowner
SOUTH : 24 ft wide Road
EAST : Land of Carz Spa
WEST : Land of others

TEESTA HOMES PVT. LTD.
Sanjay Kumar Singh
DIRECTOR

KANCHANJUNGA DEVELOPERS
Ranvijay Agrawal
PARTNER

[9]

SCHEDULE 'C'
(Total Amalgamated Land)

All that piece or parcel of vacant land measuring 112 Kathas, 9 Chattaks 24 Sq.ft., situated within Mouza Dabgram, J.L. No. 02, R.S. Plot No. 183,186 recorded in R.S Khatian No. 82, R.S Sheet No.8, within the limits of Ward No.41 of Siliguri Municipal Corporation, P.S. Bhaktinagar, District: Jalpaiguri.

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

NORTH :33 Feet wide Road and Building of Arjun Sharma
SOUTH :24 Feet wide Road and Land of others
EAST :Land of Sandeep Goyal
WEST : Land of Manmaya Chettri and others

[10]

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. Harihara Agarwal
S/o Sri Nani Agarwal
Ashraupara, Siliguri
P.O. & P.S. Siliguri
Dist. Darjeeling

2. Anupam Roy
S/o Sri Animeshwar Roy
Siliguri

TEESTA HOMES PVT. LTD.
Sujay Kumar Singh
DIRECTOR

FIRST PARTY/LAND OWNER

KANCHANJUNGA DEVELOPERS
Ranjay Agarwal
PARTNER

SECOND PARTY/DEVELOPER




Drafted by me and printed in my office

Manoj Agarwal

MANOJ AGARWAL

Advocate, Siliguri.

Enrl. No. F-505/434 of 1997












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

TEESTA HOMES PVT. LTD.

Sanjay K. Singh

DIRECTOR

Signature

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

KANCHANJUNGA DEVELOPERS

Sanjay K. Singh

PARTNER

Signature

IDENTIFIER PHOTO SHEET

PHOTO



LEFT THUMB IMPRESSION



Aravind Aravind

Signature of Identifier

Major Information of the Deed

Deed No :	I-0711-08414/2022	Date of Registration	08/09/2022
Query No / Year	0711-2002396907/2022	Office where deed is registered	
Query Date	05/08/2022 3:51:26 PM	A.D.S.R. BHAKTINAGAR, District: Jalpaiguri	
Applicant Name, Address & Other Details	MANOJ AGARWAL Thana : Siliguri, District : Darjeeling, WEST BENGAL, Mobile No. : 7602241704, 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]	
Set Forth value		Market Value	
		Rs. 6,69,36,348/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,020/- (Article:48(g))		Rs. 21/- (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: Zilla Parishad Road Bye Lane, 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-183	RS-82	Bastu	Bastu	60 Katha		6,69,36,348/-	Width of Approach Road: 33 Ft., Adjacent to Metal Road,
Grand Total :					99Dec	0 /-	669,36,348 /-	



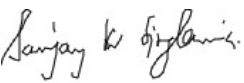



Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	TEESTA HOMES PRIVATE LIMITED SIDDHI VINAYAK, SIDDHI DHAM BUILDING, JYOTI NAGAR, SILIGURI, City:- Siliguri Mc, P.O:- SEVOKE ROAD, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001 , PAN No.:: AAxxxxx6F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative


Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p>KANCHANJUNGA DEVELOPERS VL/100/C/98, OPPOSITE SIDHI VIEW, RAM KRISHNA ROAD, JYOTINAGAR, City:- Siliguri Mc, P.O:- SEVOKE ROAD, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001 , PAN No.:: AAxxxxxx3N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	<p>Name</p> <p>Mr SANJAY KUMAR SINGHANIA (Presentant) Son of Late SHANKAR LAL SINGHANIA Date of Execution - 17/08/2022, , Admitted by: Self, Date of Admission: 08/09/2022, Place of Admission of Execution: Office</p>			
	<p>Sep 8 2022 12:48PM</p>	<p>LTI 08/09/2022</p>	<p>08/09/2022</p>	
<p>MODEL TOWN APARTMENT, PRANAMI 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, , Aadhaar No: 49xxxxxxxx8134 Status : Representative, Representative of : TEESTA HOMES PRIVATE LIMITED (as DIRECTOR)</p>				
2	<p>Name</p> <p>Mr PANKAJ AGARWAL Son of Late KEDARNATH AGARWAL Date of Execution - 17/08/2022, , Admitted by: Self, Date of Admission: 08/09/2022, Place of Admission of Execution: Office</p>			
	<p>Sep 8 2022 12:49PM</p>	<p>LTI 08/09/2022</p>	<p>08/09/2022</p>	
<p>UDHAM SINGH SARANI, ASHRAMPARA, SILIGURI, 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: 54xxxxxxxx8349 Status : Representative, Representative of : KANCHANJUNGA DEVELOPERS (as PARTNER)</p>				

Identifier Details :

Name	Photo	Finger Print	Signature
<p>Mr HRITICK AGARWAL Son of Mr NAVIN AGARWAL UDHAM SINGH SARANI, ASHRAM PARA, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001</p>			
	08/09/2022	08/09/2022	08/09/2022
Identifier Of Mr SANJAY KUMAR SINGHANIA, Mr PANKAJ AGARWAL			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	TEESTA HOMES PRIVATE LIMITED	KANCHANJUNGA DEVELOPERS-99 Dec

On 08-09-2022

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.

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

Presented for registration at 12:30 hrs on 08-09-2022, at the Office of the A.D.S.R. BHAKTINAGAR by Mr SANJAY KUMAR SINGHANIA ,.

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 6,69,36,348/-

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

Execution is admitted on 08-09-2022 by Mr SANJAY KUMAR SINGHANIA, DIRECTOR, TEESTA HOMES PRIVATE LIMITED (Private Limited Company), SIDDHI VINAYAK, SIDDHI DHAM BUILDING, JYOTI NAGAR, SILIGURI, City:- Siliguri Mc, P.O:- SEVOKE ROAD, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001

Indetified by Mr HRITICK AGARWAL, , , Son of Mr NAVIN AGARWAL, UDHAM SINGH SARANI, ASHRAM PARA, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Business

Execution is admitted on 08-09-2022 by Mr PANKAJ AGARWAL, PARTNER, KANCHANJUNGA DEVELOPERS (Partnership Firm), VL/100/C/98, OPPOSITE SIDHI VIEW, RAM KRISHNA ROAD, JYOTINAGAR, City:- Siliguri Mc, P.O:- SEVOKE ROAD, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001

Indetified by Mr HRITICK AGARWAL, , , Son of Mr NAVIN AGARWAL, UDHAM SINGH SARANI, ASHRAM PARA, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Business

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 16/08/2022 7:02AM with Govt. Ref. No: 192022230099249361 on 16-08-2022, Amount Rs: 21/-, Bank: Punjab National Bank (PUNB0010000), Ref. No. 391897973 on 16-08-2022, 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/-, by online = Rs 70,020/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 1788, Amount: Rs.5,000/-, Date of Purchase: 27/07/2022, Vendor name: Tanmoy Roy

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/08/2022 7:02AM with Govt. Ref. No: 192022230099249361 on 16-08-2022, Amount Rs: 70,020/-, Bank: Punjab National Bank (PUNB0010000), Ref. No. 391897973 on 16-08-2022, Head of Account 0030-02-103-003-02



Biswarup Goswami
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
Jalpaiguri, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0711-2022, Page from 196379 to 196396

being No 071108414 for the year 2022.



(Biswarup Goswami) 2022/09/12 05:39:06 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)