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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



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KITE DEVELOPERS Partner  
Soyit Agarwal  
KITE DEVELOPERS Partner  
Madhup Saha

Subhasmita Saha

Sandipriya Guha

Somali Roy

Sudeshna Choudhury

certified that the Document is admitted to registration. The Signature Sheet and the endorsement sheets attached to this document are the part thereof.

Additional Registrar Assurances-IV, Kolkata

**DEVELOPMENT AGREEMENT**

13 FEB 2023

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS 13<sup>th</sup> DAY OF FEBRUARY, TWO THOUSAND TWENTY THREE

**BETWEEN**



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KITE DEVELOPERS

Sanjay Agarwal  
Partner

KITE DEVELOPERS

Pradipta Saha  
Partner

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Sudeshna Chowdhury

Santi Priya Guha

Somali Roy

Sudeshna Chowdhury

**THIS INDENTURE IS MADE ON THIS 13<sup>th</sup> DAY OF FEBRUARY,  
TWO THOUSAND TWENTY THREE**

**B E T W E E N**

**"KITE DEVELOPERS" [PAN NO. 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, Pin No. 734004, District Darjeeling, West Bengal, India, represented its partners namely **[1] SRI SANJAY AGARWAL, [PAN NO. AEWPA5773L] [AADHAAR NO. 743414211124]**, Son of Sri Rajendra Prasad Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of "Siddhi Vinayak Apartment" Iskcon Road, Ward No. 40 of S.M.C., P.O. Sevoke Road, P.S. Bhaktinagar, Pin No. 734001, District Jalpaiguri, (W.B.) **[2] SRI PRADIPTA SAHA, [PAN NO. AYKPS5248Q] [AADHAAR NO. 547573088039]**, Son of Sri Prosenjit Saha, Hindu by Religion, Indian by Nationality, Business by Occupation, resident at A.P.C. Sarani, P.O. & P.S. Siliguri, Pin No. 734001, District Darjeeling, (W.B.) - hereinafter called the **DEVELOPERS/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**

**[1] SRI SUBHAS PRITI GUHA, [PAN NO. AGLPG4036F] [AADHAAR NO. 721307881851]**, Son of Late Surendra Kumar Guha, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of 8 Krishanu Dey Sarani, Babupara, Siliguri, P.O. Siliguri Town, P.S. Siliguri, Pin No. 734004, District Darjeeling, **[2] SRI SANTI PRIYA GUHA, [PAN NO. ADAPG0312L] [AADHAAR NO. 413668706912]**, Son of Late Surendra Kumar Guha, Hindu by Religion, Business by Occupation, Indian by Nationality, resident of 8 Krishanu Dey Sarani, Babupara, Siliguri, P.O. Siliguri Town, P.S. Siliguri, Pin No. 734004, District Darjeeling, **[3] SMT. SOMALI ROY, [PAN NO. AYQPR9919K] [AADHAAR NO. 762216018134]**, Daughter of Late Sunil Kanti Guha & Wife of Sri Debashis Kumar Roy, Hindu by Religion, Indian by Nationality, House-wife by Occupation, resident of C/O Sri Ajay Guine, Tapashya Apartment, 2<sup>nd</sup> Floor, B. Roy Sarkar Road, Ward No. 27 of S.M.C., P.O. Siliguri Town, P.S. Siliguri, Pin No. 734004, District Darjeeling, **[4] SMT. SUDESHNA CHOWDHURY, [PAN NO. AFLPC4146F] [AADHAAR NO. 769824869195]**, Daughter of Late Sunil Kanti



KITE DEVELOPERS

Sanjay Agaswal

Partner

KITE DEVELOPERS

Indira Saha

Partner

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Subhasmita Guha

Santipriya Guha

Somali Roy

Sudendra Choudhury

Guha & Wife of Late Sudhip Choudhury, Indian by Nationality, Hindu by Religion, House-wife by Occupation, residing at Ashoke Nagar Kalyangarh (M), Ashoke Nagar Habra, P.O. & P.S. Habra, Pin No. 743222, District North 24 Parganas (W.B.) - hereinafter called the **LAND OWNERS/SECOND PARTY** (which expression shall mean and include unless excluded by or repugnant to the context their heirs, successors, legal representatives, executors, administrators and assigns) of the **SECOND PART**.

**WHEREAS** the Present Land Owner No. 1 hereof namely Sri Subhas Priti Guha, Son of Sri Surendra Kumar Guha, acquired the Land measuring about 4.5 Decimal, recorded in R.S. Khatian No. 1795/5, appertaining to and forming part of R.S Plot No. 5679, Situated within Mouza Siliguri, J.L No. 110(88), Pargana Baikunthapur, P.S. Siliguri, District Darjeeling, by virtue of a registered Deed of Sale being No. I-1046 for the year 1973 recorded in Book No. I Volume No. 13 Pages from 213 to 215 registered at the office of the then Sub-Registrar Siliguri, executed by Sri Baidyanath Chatterjee @ Bidhyanath Chattopadhyay, Son of Sri Ram Lal Chatterjee, and since he been possessing, occupying and enjoying the said land without any objection, interruption, having permanent heritable and transferable right, title and interest therein.

**A N D**

**WHEREAS** being the owner in such possession said Sri Subhas Priti Guha, Son of Late Surendra Kumar Guha, had mutated his name at the office of the B.L. & L.R.O. Siliguri in respect of his said landed property and therefore a new khatian had been issued in his favour vide L.R. Khatian No. 146, Bearing L.R. Plot No. 212, Situated within Mouza Siliguri now Siliguri Madhya, J.L No. 110 (88) (Old) 88 (New), Pargana Baikunthapur, Touzi No. 3 (Ja), Within the Limits of Ward No. 27 of Siliguri Municipal Corporation, P.S. Siliguri, District Darjeeling, since then in his actual and physical possession having permanent, heritable and transferable right, title and interest therein.

**A N D**

**WHEREAS** the Present Land Owner No. 2 hereof namely Sri Santi Priya Guha, Son of Sri Surendra Kumar Guha, acquired the Land measuring about 4.5 Decimal, recorded in R.S. Khatian No. 1795/5, appertaining to and forming part of R.S Plot No. 5679, Situated within Mouza Siliguri, J.L No. 110 (88), Pargana Baikunthapur, P.S. Siliguri, District Darjeeling, by virtue of a registered Deed of Sale



KITE DEVELOPERS

Sanjay Agarwal  
Partner

KITE DEVELOPERS

Indeep Saha  
Partner

Subh arjanta Guha

Santipriya Guha

Somali Roy

Sudeshna Chowdhury

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being No. I-1047 for the year 1973 recorded in Book No. I Volume No. 13 Page from 216 to 218 registered at the office of the then Sub-Registrar Siliguri, executed by Sri Baidyanath Chatterjee @ Bidhyanath Chattopadhyay, Son of Sri Ram Lal Chatterjee, and since he has been possessing, occupying and enjoying the said land without any objection, interruption, having permanent heritable and transferable right, title and interest therein.

**A N D**

**WHEREAS** being the owner in such possession Sri Santi Priya Guha, Son of Late Surendra Kumar Guha, had mutated his name at the office of the B.L. & L.R.O. Siliguri in respect of his said landed property and therefore a new khatian had been issued in his favour vide L.R. Khatian No. 147, Bearing L.R. Plot No. 212, Situated within Mouza Siliguri now Siliguri Madhya, J.L No. 110 (88) (Old) 88 (New), Pargana Baikunthapur, Touzi No. 3 (Ja), Within the Limits of Ward No. 27 of Siliguri Municipal Corporation, P.S. Siliguri, District Darjeeling, since then in his actual and physical possession having permanent, heritable and transferable right, title and interest therein.

**A N D**

**WHEREAS** one Sri Sunil Kanti Guha, Son of Sri Surendra Kumar Guha, acquired the Land measuring about 5 Decimal, recorded in R.S. Khatian No. 1795/5, appertaining to and forming part of R.S Plot No. 5679, Situated within Mouza Siliguri, J.L No. 110 (88), Pargana Baikunthapur, P.S. Siliguri, District Darjeeling, by virtue of a registered Deed of Sale being No. I-1048 for the year 1973 recorded in Book No. I Volume No. 13 page from 219 to 221 registered at the office of the then Sub-Registrar Siliguri, executed by Sri Baidyanath Chatterjee @ Bidhyanath Chattopadhyay, Son of Sri Ram Lal Chatterjee, and since he had been possessing, occupying and enjoying the said land without any objection, interruption, having permanent heritable and transferable right, title and interest therein.

**A N D**

**WHEREAS** being the owner in such possession said Sunil Kanti Guha, died on 06/08/2009 and his wife namely Smt. Krishna Guha, also died on 23/08/2010 leaving behind their two daughters cum the present Land owners No. 3 & 4 namely Smt. Somali Roy (Guha) and Smt. Sudeshna Chowdhury (Guha), to inherit their share of land as per Hindu Succession Act and accordingly the Second Party Nos. 3 &



KITE DEVELOPERS

Soumya Agarwal  
Partner

KITE DEVELOPERS

Indranya Saha  
Partner

Subhasmita Guha

Santipriya Guha

Somali Roy

Sudeshna Chowdhury

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4 became the joint owners of the said Land measuring about 5 Decimal, Recorded in R.S. Khatian No. 1795/5, appertaining to and forming part of R.S Plot no. 5679, Situated within Mouza Siliguri, J.L No. 110 (88), Pargana Baikunthapur, P.S. Siliguri, District Darjeeling, and since they have been possessing, occupying and enjoying the said land without any objection, interruption, having permanent heritable and transferable right, title and interest therein.

**A N D**

**WHEREAS** being the owner in such possession said Smt. Somali Roy (Guha) and Smt. Sudeshna Chowdhury (Guha), had been mutated their names at the office of the B.L. & L.R.O. Siliguri in respect of their said landed property and therefore two new khatian had been issued in their favour vide L.R. Khatian No. 5576 & 5575, Bearing L.R. Plot No. 212, Situated within Mouza Siliguri now Siliguri Madhya, J.L No. 110 (88) (Old) 88 (New), Pargana Baikunthapur, Touzi No. 3 (Ja), Within the Limits of Ward No. 27 of Siliguri Municipal Corporation, P.S. Siliguri, District Darjeeling, since then in their actual and physical possession having permanent, heritable and transferable right, title and interest therein.

**A N D**

**WHEREAS** the aforesaid lands are contiguous to each other therefore the present land owners namely (1) Sri Subhas Priti Guha, Son of Late Surendra Kumar Guha, (2) Sri Santi Priya Guha, Son of Late Surendra Kumar Guha, (3) Smt. Somali Roy, Daughter of Late Sunil Kanti Guha & Wife of Sri Debashis Kumar Roy, (4) Smt. Sudeshna Chowdhury, Daughter of Late Sunil Kanti Guha & Wife of Late Sudhip Choudhury, have amalgamated their respective plots of land into one part i.e. 14 Decimals or 8.5 Katha by virtue of a Deed of Amalgamation from the Ld. Executive Magistrate at Siliguri Dated 02.11.2022 for construction of a building on the said land and to get the maximum output from the same for their mutual common benefits as such they executed a deed of amalgamation.

**A N D**

**WHEREAS** the owners of the land have decided to develop their said land by making a Multi-Storied Building as per the plan to be approved/sanctioned by the appropriate authority on the said "A" scheduled land.



KITE DEVELOPERS

Sanjay Aggarwal  
Partner

KITE DEVELOPERS

Madhuk Saha  
Partner

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A N D

Subhansu Kumar

Santipriya Gula

Somali Ray

Sudesh Choudhary

**WHEREAS** now in order to develop the Land measuring 14 Decimals or 8.5 Katha, little bit more or less by way of constructing a Multi-Storied Building therein, the Second Party hereof 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.

A N D

**WHEREAS** the First Party hereof, who are running their business of land development and construction within the Siliguri and its vicinity, after knowing the aforesaid intention of the Second Party/Land owners, had approached them to deliver the actual and physical possession of the said Land measuring 14 Decimals or 8.5 Katha, 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 have seceded to reduced into writing all their mutually agreed terms and condition upon which they have arrived at in a written format.

**AND 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 are under alignment or have been vested in the Government and title of the property is remains 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" 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,



KITE DEVELOPERS

Soumya Agarwal  
Partner

Partner

KITE DEVELOPERS

Madhuk Saha  
Partner

Partner

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Subhasmita Ghosh

Santipriya Ghosh

Somali Roy

Sudhama Choudhury

plans/ specifications to be sanctioned by the Siliguri Municipal Corporation and/or any other authority and constructed in conformity therewith.

- ii. "Architect/Engineer" shall mean person of firm appointed or nominated by the land-developer as Architect/Engineer for the supervising of the construction of the Multi-Storied building.
- iii. "Building Plan" shall mean drawing plan and specification for the construction of the buildings on the plot of land described in below "A" schedule land, to be 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. "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.
- v. "Transferee/Purchaser" shall mean purchasers to whom any flat/apartment and garage in the buildings any be transferred or sold for consideration.
- vi. "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 parties wills all responsibility and assertion hereby declares that the piece of land, described in the schedule "A" below is 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 parties shall allow the First Party/Promoter to construct building/constructions, according to



KITE DEVELOPERS

Sanjay Agarwal  
Partner

KITE DEVELOPERS

Maya Saha  
Partner

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Subhrajit Saha

Santipriya Saha

Somali Roy

Sudhansu Choudhury

the sanction plan, on the below "A" schedule plot of land, now owned by the Second parties and for the purpose of construction, the Second parties 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 (Three) Years from the date of 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 parties 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 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 (Three) Years from the date of approval of the plan.
6. The First party shall have every liberty to handover the different constructed area from Developer's allocation to different



KITE DEVELOPERS

Soumya Aggarwal  
Partner

KITE DEVELOPERS

Indeep Saha  
Partner

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Subhasmita Saha

Santipriya Saha

Somali Ray

Subarna Chowdhury

intending purchaser(s) against valuable consideration and the Second Party shall be bound to execute proper sale deed to and in favour of those intending buyers, as per the choice of the first party/developer 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.

7. That it is be noted that with the execution of this deed of agreement, the Second Party shall also execute a Development Power of Attorney in favour of the First Party/Developer 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 DEVELOPER'S 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 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.
8. 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.
9. That the Second Parties shall obtain electric connection from the W.B.S.E.D.C.L. in his/her/their name at their own cost and expense immediately only after taking possession of their allocated area/s i.e. 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 Parties will bear the expenses of electricity consumption of Rs. 10/- Per unit as long as they are not taking separate electricity connection in their owner names at their own cost and expenses.



KITE DEVELOPERS

Sanyog Agarwal

Partner

KITE DEVELOPERS

Madhukar Saha

Partner

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Subhrajit Saha

Santipriya Saha

Somali Roy

Sudhama Choudhary

10. 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.
11. That a society has to be formed by different flat owners of the said building whereby every flat owner/s 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.
12. That it is further agreed between the parties that the Second parties will not occupy any portion of the common area/s they will enjoy the same with other co-owner/s of the said building.
13. 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.
14. That it is specifically mentioned here that soon with the execution of this agreement, the Second parties 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 14 Decimals or 8.5 Katha, described in Schedule - "A" above.
15. It is clearly understood and agreed by and between the Owners 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 the Owners and Developer to observe, fulfill, perform and carry out the duties, responsibilities and obligations cast upon them by the said Act and Rules framed there under from time to time and for such purpose the Owners and the Developer shall co-operate with each other at all materials times hereafter.
16. The proposed building to be constructed on the said premises shall be named as desired by the Owners in consultation with the Developer after construction.



KITE DEVELOPERS

Sanjay Agarwal  
Partner

KITE DEVELOPERS

Rudra Saha  
Partner

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Sudhansu Kumar

Santipriya Saha

Somali Roy

Sudeshna Choudhury

17. 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 parties, due to sufficient reasons including natural calamity, restraint by the Court Order, Stoppage of the supply of the building materials by the Suppliers or by other sufficient reasons. The Second parties shall extend the time for construction as per requirement of the First party.
18. 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 parties will be bound to execute the General Power of Attorney in favour of the Developer and Partition Deed in respect of Owner's Allocation & Developer's Allocation after death of any of the second parties.
19. 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.
20. 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.

**(OWNERS/SECOND PARTY ALLOCATION AND DEVELOPERS/FIRST PARTY ALLOCATION)**

20. 1. **OWNER'S ALLOCATION** : shall mean six flats i.e. (i) Flat at the First Floor (including super built-up area) (North-East Portion), (ii) Flat at the First Floor (including super built-up area) (North-West Portion), (iii) Flat at the Second Floor (including super built-up area) (North-East Portion), (iv) Flat at the Second Floor (including super built-up area) (North-West Portion), (v) Flat at the Third Floor (including super built-up area) (North-East Portion), (vi) Flat at the Third Floor (including super built-up area) (North-West Portion) along with Six Number of Parking Space at the Ground Floor of the complex to be constructed on the schedule "A" herein below.



KITE DEVELOPERS

Sanjay Aggarwal

Partner

KITE DEVELOPERS

Rudra Saha

Partner

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Subhanshu Singh

Santipriya Ghosh

Semali Ray

Sudhansu Choudhury

20.2. **DEVELOPER'S ALLOCATION** : shall mean entire building to be constructed on the Land mentioned in the schedule "A" land, except the Owner's allocation specifically mentioned above.

**N.B.** That the aforesaid flats of owner's allocation will be charged 20% super built-up area. It is hereby pertinent to mention that the GST cost, Income Tax expenses will be deducted accordingly from the both parties hereof.

**(POWER OF ATTORNEY)**

21.1 The Second Party/Land Owners shall sign, execute a register Development Power of Attorney in favour of First Party/Developer/or its nominee or nominees for :

- a) compliance of the obligations on the part of the developer to be observed, fulfilled and performed hereunder,
- b) the proper and uninterrupted exercise of implementing the rights and authorities granted or intended to granted to the developer hereunder (including those relating to entering into agreement to sale, construction works etc.).

21.2 It is further understood that to facilitate the proposed Multi-storied building by the developer various matters and things not herein specified may be required to be borne by the developer and for which the developer may need authority of the Land Owners and various applications and other documents may be required to be signed or made by the Land Owners from time to time relating to which specific provisions may not have been mentioned herein and the Land Owners agrees to do at the cost and expenses of the developer all such acts, matters and things and execute such applications, papers and/or authorizations as may be required by the developer.

21.3 By the said Development Power of Attorney, the Second Party shall also empower the First Party to negotiate with the intending purchaser to sell and to sell, as aforesaid of the Developer's Allocation, covering on the schedule "A" herein below of the propose building from those intending purchaser(s) by acknowledgement thereof. By virtue of the powers and authorities granted by the Land owners in pursuance hereof from time to time, the Developer shall not do any such acts, matters and things whereby the rights of the owners hereunder



KITE DEVELOPERS

Sanjay Agarwal  
Partner

KITE DEVELOPERS

Harish Saha  
Partner

Subhanshu Kumar

Santipriya Saha

Sonal Roy

Sudeshna Choudhary

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or otherwise are affected and/or which go against the spirit of this agreement, it is expressly agreed that the owners shall not be absolved for any of their obligations hereunder notwithstanding the power of authority being granted by it to the developer or its nominee or nominees in that regard.

21.4 The Land Owners agrees not to revoke the power of attorney granted by the Land Owners for the purpose and as herein contained during the subsistence of this agreement not prejudicial to the original contains of the agreement.

**ARTICLE I - COMMON FACILITIES**

22.1 The Developer shall pay and bear Municipal taxes, insurance premium and other statutory outgoing as would be levied by the Government or any statutory authority in respect of the said complex and thereafter the developer and / or its nominee(s) or transferees shall bear such taxes, fees, etc in respect of the developers allocation only.

22.2 The Owners and the Developer shall punctually and regularly pay for their Taxes to the concerned authorities or otherwise as may be mutually agreed upon between the owners and the developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owners or the Developer in this behalf.

**ARTICLE II - COMMON RESTRICTIONS**

23.1 The owners / developer shall not use or permit to use the any area in within the complex or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupier's of the complex.

23.2 The parties shall abide by all laws, bye-laws, rules and regulations of the Government, local bodies and shall attend to, answer and be responsible for any deviation, violation and / or breach of any of the said laws, bye-laws, rules and regulations.



KITE DEVELOPERS

Sanjay Agarwal  
Partner

KITE DEVELOPERS

Indeep Salia  
Partner

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Subhashini Gupta

Santijoniya Gula

Somali Roy

Sudesh Kumar Choudhary

**ARTICLE III - OWNER'S OBLIGATIONS**

- 24.1 The owners hereby agree and covenants with the Developer not to cause any interference or hindrance in the construction of the new building/s at the said premises by the Developer.
- 24.2 The owners hereby agree and covenants with the developer not to do any act or deed or thing whereby the developer may be prevented from executing Agreement to Sell, accept advance or part payment, execute Deed of Sale/conveyance in the complex.
- 24.3 The owners hereby agree and covenants with the developer not to let out, mortgage, and / or charge the said premises or any portion thereof without the consent in writing of the developer during the period of construction.
- 24.4 The owners agreed that all the original title deeds, documents, khatians, khazana receipts and all other documents of the land forming subject matter of these presents.

**ARTICLE IV - DEVELOPER'S OBLIGATIONS**

- 25.1 The developer shall construct such maximum area as can be constructed on the said land permissible under the building rules and regulations and bye-laws of appropriate authority in conformity with the sanctioned plan as aforesaid.
- 25.2 That cost of preparation and execution of all documentation / agreement(s), plan(s) in connection with construction of the building(s) along with legal and registration cost shall be borne by the developer.
- 25.3 That the developer shall construct the multistoried building/Row Housing/ Bungalows in good order and shall use standard quality of materials as may be specified by the Architect from time to time and such recommendation of the Architect shall be acceptable to the parties hereto.
- 25.4 That the developer shall be solely liable and responsible to look after, supervise, manage and -administer the progress and day to day work of construction of the proposed multistoried building/s.



KITE DEVELOPERS

Sanjay Agarwal  
Partner

KITE DEVELOPERS

Madhuk Saha  
Partner

- 16 -

Subhaspaul Ghosh

Santipriya Ghosh

Samali Roy

Sudeshma Choudhary

26.3 The owners shall take responsibility and shall sort out any kind of land disputes in respects of title and position arises in future with them own cost. The developer has nothing to do in these presents.

**ARTICLE VI - DEVELOPER'S INDEMNITY**

27.1 The developer hereby undertakes to keep the owners indemnified against all third party claims and actions arising out of any act of commission or omission or violation on the part of the developer arising out of or in connection with the construction of the said complex on the Scheduled land.

**ARBITRATION**

27.1 **DISPUTES TO BE SETTLED BY ARBITRATION:** any dispute, controversy or claims between the First Party/Developer and the Second Party/Land Owner arising out of relating to this Agreement of the breach, termination or invalidity thereof, including claims for damages losses and etc. shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended up-to date.

27.2 **COMPOSITION OF THE TRIBUNAL:** The arbitral tribunal shall be composed of three arbitrators, one to be appointed by the Developer, one to be appointed by the Owners and a third arbitrator to be appointed by the above named 2(two) arbitrators.

27.3 **PLACE OF ARBITRATION:** The place of arbitration shall be Siliguri and any award made, whether interim or final, shall be deemed for all purposes between the Parties to be made in Siliguri.

27.4 **LANGUAGE AND APPLICABLE LAW:** The arbitral proceeding shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.

27.5 **AWARD FINAL AND BINDING:** The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties and the Parties shall be entitled (but not obliged) to enforce the award. The Parties further agree (to the maximum



KITE DEVELOPERS

Sajoy Agarwal  
Partner

Partner

KITE DEVELOPERS

Rajesh Saha  
Partner

Partner

Subharpatis Saha

Santoshmika Saha

Somali Roy

Subrahma chowdhury

- 18 -

- 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 (Finolex / Havels /Gold Medal) and wire will be fitted (Finolex or Havels / Standard) as per availability.
- xiv. 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.
- xv. All extra work will be done at the cost the owners/Second parties/ies as per Architect instruction and the payment for such extra work shall be made by the Owners/Second parties/ies in advance; tough the cost of installation of Lift will be bear by the developer solely.
- xvi. That the First Party Shall allow to use the lift facility for all co-owners of the said building.

**SCHEDULE "A"**  
**(DESCRIPTION OF THE LAND)**

**ALL THAT PIECE AND PARCEL OF** Bastu Vacant Land measuring about 14 Decimals or 8.5 Katha, recorded in R.S. Khatian No. 1795/5, corresponding to L.R. Khatian Nos. 146, 147, 5575 & 5576, appertaining to and forming part of R.S Plot No. 5679, corresponding to L.R. Plot No. 212, Situated within Mouza Siliguri now Siliguri Madhya, J.L No. 110 (88) (Old) 88 (New), Pargana Baikunthapur, Touzi No. 3 (Ja), Within the Limits of Ward No. 27 of Siliguri



KITE DEVELOPERS  
Sajay Agarwal  
Partner

KITE DEVELOPERS  
Brajesh Saha  
Partner

- 19 -

Municipal Corporation, Road Zone – Babu Para, Bearing Holding No. 438/292/34/301, P.S. Siliguri, District Darjeeling, in the state of West Bengal.

The land is butted and bounded as follows:

By the north : Land of Smt. Swapna Roy;  
By the south : Ajanta Elora Apartment;  
By the east : Land of Mantu Basak & Others;  
By the west : 21 Feet Wide Pucca S.M.C. Road.

**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.

KITE DEVELOPERS  
Sajay Agarwal  
Partner

KITE DEVELOPERS  
Brajesh Saha  
Partner

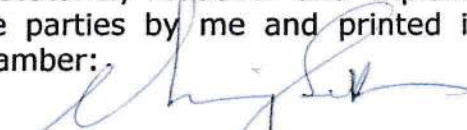
Signature of the First Party/Developers.

2. Subhankar Roy  
i/o- Deushil Roy  
Rathkhala  
Diliguri - 734006  
Dist. Darjeeling

Subhasmita Laha  
Santipriya Laha  
Somali Roy  
Sudhama choudhary












Signature of the Second Party/Land Owners.

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

  
**(CHINMAY SARKAR)**  
Advocate, Siliguri  
Enrolment No. WB/523/2003.



# (DEVELOPERS SHEET)












PHOTO		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Sanjay Agarwal</i>	LEFT HAND					
	RIGHT HAND					

*Sanjay Agarwal*

KITE DEVELOPERS

*Sanjay Agarwal*

(SIGNATURE)

PHOTO		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Pradeep Saha</i>	LEFT HAND					
	RIGHT HAND					

*Pradeep Saha*












KITE DEVELOPERS

*Pradeep Saha*

(SIGNATURE)




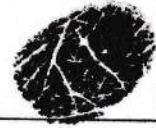









(EXECUTANTS SHEET)

PHOTO		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 Subhaspati Laha	LEFT HAND					
	RIGHT HAND					












Subhaspati Laha

Subhaspati Laha  
(SIGNATURE)

PHOTO		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 Santipriya Laha	LEFT HAND					
	RIGHT HAND					



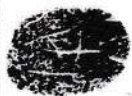








Santipriya Laha

Santipriya Laha  
(SIGNATURE)

PHOTO		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 Sonali Roy	LEFT HAND					
	RIGHT HAND					

Sonali Roy

Sonali Roy  
(SIGNATURE)

PHOTO		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 Sudharma Choudhary	LEFT HAND					
	RIGHT HAND					

Sudharma Choudhary

Sudharma Choudhary  
(SIGNATURE)



### Major Information of the Deed

Deed No :	I-1904-02318/2023	Date of Registration	13/02/2023
Query No / Year	1904-2000348347/2023	Office where deed is registered	
Query Date	08/02/2023 7:46:52 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	CHINMAY SARKAR HAKIMPARA, SILIGURI, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734001, Mobile No. : 9475024583, 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. 1,90,90,915/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,020/- (Article:48(g))	Rs. 101/- (Article:E, E, E, M(a), M(b), I)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		



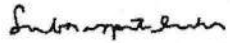


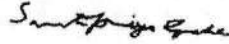



### Land Details :

District: Darjeeling, P.S:- Siliguri, Municipality: SILIGURI MC, Road: BABU PARA, Road Zone : (Ward No.27 -- Ward No.27) , Mouza: Siliguri, , Ward No: 27 JI No: 88, Pin Code : 734004



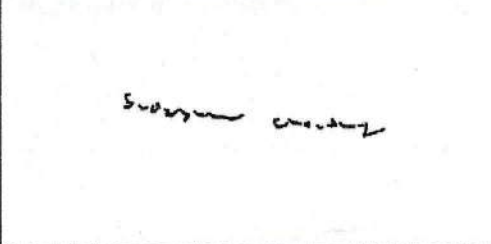
Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-5679	RS-1795/5	Bastu	Bastu	14 Dec		1,90,90,915/-	Width of Approach Road: 21 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					14Dec	0 /-	190,90,915 /-	



**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Shri SUBHAS PRITI GUHA</b> Son of Late SURENDRA KUMAR GUHA Executed by: Self, Date of Execution: 13/02/2023 , Admitted by: Self, Date of Admission: 13/02/2023 ,Place : Office			
	13/02/2023	LTI 13/02/2023	13/02/2023	
8, KRISHANU DE SARANI, BABUPARA, SILIGURI, 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.:: AGxxxxxx6F, Aadhaar No: 72xxxxxxxx1851, Status :Individual, Executed by: Self, Date of Execution: 13/02/2023 , Admitted by: Self, Date of Admission: 13/02/2023 ,Place : Office				
2	<b>Name</b> <b>Shri SANTI PRIYA GUHA</b> Son of Late SURENDRA KUMAR GUHA Executed by: Self, Date of Execution: 13/02/2023 , Admitted by: Self, Date of Admission: 13/02/2023 ,Place : Office			
	13/02/2023	LTI 13/02/2023	13/02/2023	
8, KRISHANU DEY SARANI, BABUPARA, SILIGURI, 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.:: ADxxxxxx2L, Aadhaar No: 41xxxxxxxx6912, Status :Individual, Executed by: Self, Date of Execution: 13/02/2023 , Admitted by: Self, Date of Admission: 13/02/2023 ,Place : Office				
3	<b>Name</b> <b>Smt SOMALI ROY</b> Daughter of Late SUNIL KANTI GUHA Executed by: Self, Date of Execution: 13/02/2023 , Admitted by: Self, Date of Admission: 13/02/2023 ,Place : Office			
	13/02/2023	LTI 13/02/2023	13/02/2023	
TAPASHYA APARTMENT, 2ND FLOOR, B. ROY SARKAR ROAD, WARD NO. 27, SILIGURI, 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.:: AYxxxxxx9K, Aadhaar No: 76xxxxxxxx8134, Status :Individual, Executed by: Self, Date of Execution: 13/02/2023 , Admitted by: Self, Date of Admission: 13/02/2023 ,Place : Office				



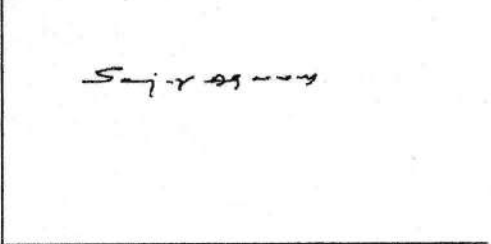


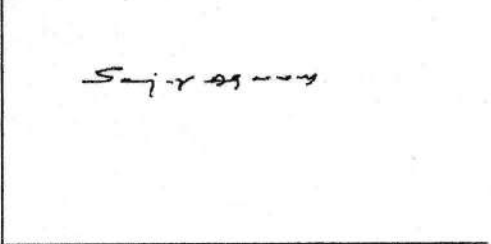


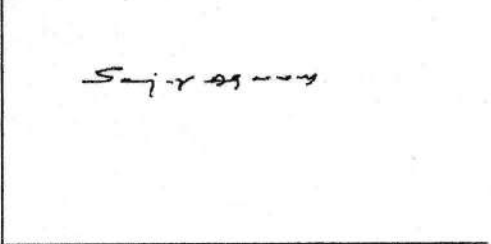

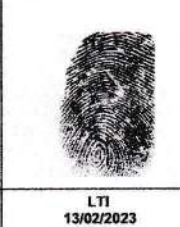
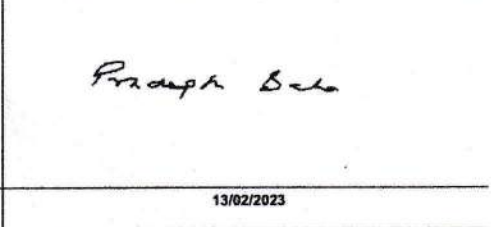

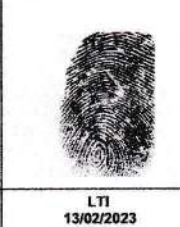
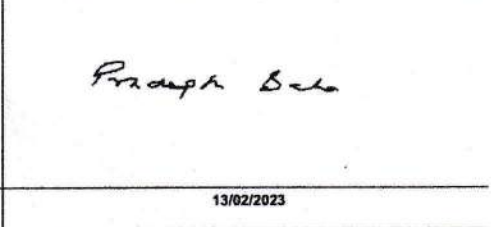

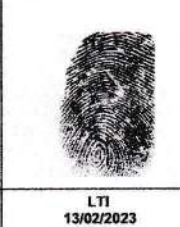
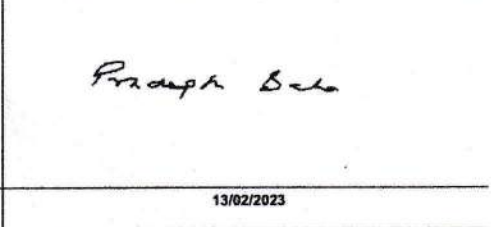


4	Name	Photo	Finger Print	Signature
	<b>Smt SUDESHNA CHOWDHURY</b> Daughter of Late SUNIL KANTA GUHA Executed by: Self, Date of Execution: 13/02/2023 , Admitted by: Self, Date of Admission: 13/02/2023 ,Place : Office			
	13/02/2023	LTI 13/02/2023	13/02/2023	
Ashoke Nagar Kalyangarh (M) AshokeNagar Habra, City:- Habra, P.O:- HABRA, P.S:-Habra, District: North 24-Parganas, West Bengal, India, PIN:- 743222 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AFxxxxxx6F, Aadhaar No: 76xxxxxxxx9195, Status :Individual, Executed by: Self, Date of Execution: 13/02/2023 , Admitted by: Self, Date of Admission: 13/02/2023 ,Place : Office				

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>KITE DEVELOPERS</b> APC SARANI, WARD NO. 29, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI TOWN, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734004 , PAN No.:: AAxxxxx5M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative


**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Shri SANJAY AGARWAL (Presentant)</b>            Son of Shri RAJENDRA PRASAD AGARWAL            Date of Execution - 13/02/2023, , Admitted by: Self, Date of Admission: 13/02/2023, Place of Admission of Execution: Office         </td> <td></td> <td></td> <td></td> </tr> <tr> <td>Feb 13 2023 1:21PM</td> <td>LTI 13/02/2023</td> <td>13/02/2023</td> <td></td> </tr> </tbody> </table> <p>SIDDHI VINAYAK APARTMENT, ISKCON ROAD, WARD NO. 40, SILIGURI, 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)</p>	Name	Photo	Finger Print	Signature	<b>Shri SANJAY AGARWAL (Presentant)</b> Son of Shri RAJENDRA PRASAD AGARWAL Date of Execution - 13/02/2023, , Admitted by: Self, Date of Admission: 13/02/2023, Place of Admission of Execution: Office				Feb 13 2023 1:21PM	LTI 13/02/2023	13/02/2023	
Name	Photo	Finger Print	Signature										
<b>Shri SANJAY AGARWAL (Presentant)</b> Son of Shri RAJENDRA PRASAD AGARWAL Date of Execution - 13/02/2023, , Admitted by: Self, Date of Admission: 13/02/2023, Place of Admission of Execution: Office													
Feb 13 2023 1:21PM	LTI 13/02/2023	13/02/2023											
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Shri PRADIPTA SAHA</b>            Son of Shri PROSENJIT SAHA            Date of Execution - 13/02/2023, , Admitted by: Self, Date of Admission: 13/02/2023, Place of Admission of Execution: Office         </td> <td></td> <td></td> <td></td> </tr> <tr> <td>Feb 13 2023 1:23PM</td> <td>LTI 13/02/2023</td> <td>13/02/2023</td> <td></td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	<b>Shri PRADIPTA SAHA</b> Son of Shri PROSENJIT SAHA Date of Execution - 13/02/2023, , Admitted by: Self, Date of Admission: 13/02/2023, Place of Admission of Execution: Office				Feb 13 2023 1:23PM	LTI 13/02/2023	13/02/2023	
Name	Photo	Finger Print	Signature										
<b>Shri PRADIPTA SAHA</b> Son of Shri PROSENJIT SAHA Date of Execution - 13/02/2023, , Admitted by: Self, Date of Admission: 13/02/2023, Place of Admission of Execution: Office													
Feb 13 2023 1:23PM	LTI 13/02/2023	13/02/2023											



APC SARANI, SILIGURI, 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)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Shri DEBASIS SHAW</b> Son of Gunadhar Shaw 11/1, S B Dey Street, City:- Kolkata, P.O:- Bowbazar, P.S:-Muchipara, District:- Kolkata, West Bengal, India, PIN:- 700012			
	13/02/2023	13/02/2023	13/02/2023
Identifier Of Shri SUBHAS PRITI GUHA, Shri SANTI PRIYA GUHA, Smt SOMALI ROY, Smt SUDESHNA CHOWDHURY, Shri SANJAY AGARWAL, Shri PRADIPTA SAHA			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Shri SUBHAS PRITI GUHA	KITE DEVELOPERS-4.5 Dec
2	Shri SANTI PRIYA GUHA	KITE DEVELOPERS-4.5 Dec
3	Smt SOMALI ROY	KITE DEVELOPERS-2.5 Dec
4	Smt SUDESHNA CHOWDHURY	KITE DEVELOPERS-2.5 Dec

**Endorsement For Deed Number : I - 190402318 / 2023**

**On 13-02-2023**

**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 12:10 hrs on 13-02-2023, at the Office of the A.R.A. - IV KOLKATA by Shri SANJAY 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 1,90,90,915/-

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

Execution is admitted on 13/02/2023 by 1. Shri SUBHAS PRITI GUHA, Son of Late SURENDRA KUMAR GUHA, 8, KRISHANU DE SARANI, BABUPARA, SILIGURI, P.O: SILIGURI TOWN, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734004, by caste Hindu, by Profession Business, 2. Shri SANTI PRIYA GUHA, Son of Late SURENDRA KUMAR GUHA, 8, KRISHANU DEY SARANI, BABUPARA, SILIGURI, P.O: SILIGURI TOWN, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734004, by caste Hindu, by Profession Business, 3. Smt SOMALI ROY, Daughter of Late SUNIL KANTI GUHA, TAPASHYA APARTMENT, 2ND FLOOR, B. ROY SARKAR ROAD, WARD NO. 27, SILIGURI, P.O: SILIGURI TOWN, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734004, by caste Hindu, by Profession House wife, 4. Smt SUDESHNA CHOWDHURY, Daughter of Late SUNIL KANTA GUHA, Ashoke Nagar Kalyangarh (M) AshokeNagar Habra, P.O: HABRA, Thana: Habra, , City/Town: HABRA, North 24-Parganas, WEST BENGAL, India, PIN - 743222, by caste Hindu, by Profession House wife

Indetified by Shri DEBASIS SHAW, , Son of Gunadhar Shaw, 11/1, S B Dey Street, P.O: Bowbazar, Thana: Muchipara , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700012, by caste Hindu, by profession Others

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

Execution is admitted on 13-02-2023 by Shri SANJAY AGARWAL, PARTNER, KITE DEVELOPERS (Partnership Firm), APC SARANI, WARD NO. 29, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI TOWN, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734004

Indetified by Shri DEBASIS SHAW, , Son of Gunadhar Shaw, 11/1, S B Dey Street, P.O: Bowbazar, Thana: Muchipara , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700012, by caste Hindu, by profession Others

Execution is admitted on 13-02-2023 by Shri PRADIPTA SAHA, PARTNER, KITE DEVELOPERS (Partnership Firm), APC SARANI, WARD NO. 29, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI TOWN, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734004

Indetified by Shri DEBASIS SHAW, , Son of Gunadhar Shaw, 11/1, S B Dey Street, P.O: Bowbazar, Thana: Muchipara , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700012, by caste Hindu, by profession Others

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 101.00/- ( E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 21.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 80.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/02/2023 7:39PM with Govt. Ref. No: 192022230292067131 on 11-02-2023, Amount Rs: 21/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 95122522 on 11-02-2023, Head of Account 0030-03-104-001-16



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Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 35,020/-

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1. Stamp: Type: Impressed, Serial no 1271, Amount: Rs.5,000.00/-, Date of Purchase: 07/02/2023, Vendor name: S S GOON

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/02/2023 7:39PM with Govt. Ref. No: 192022230292067131 on 11-02-2023, Amount Rs: 35,020/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 95122522 on 11-02-2023, Head of Account 0030-02-103-003-02



**Mohul Mukhopadhyay**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - IV KOLKATA**  
**Kolkata, West Bengal**



**Certificate of Registration under section 60 and Rule 69.**

**Registered in Book - I**

**Volume number 1904-2023, Page from 142900 to 142934  
being No 190402318 for the year 2023.**



*Mm*

Digitally signed by MOHUL  
MUKHOPADHYAY  
Date: 2023.02.16 12:30:17 +05:30  
Reason: Digital Signing of Deed.

**(Mohul Mukhopadhyay) 2023/02/16 12:30:17 PM  
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**(This document is digitally signed.)**