

3962/18

IV 114/18

भारतीय गैर न्यायिक



The document is admitted to registration. The endorsement sheets and the signature sheet

attached with this deed are part of the document.

पश्चिमबङ्गाल पश्चिम बंगाल WEST BENGAL

V 817870

Registrar, Malda
U/s 7(2) of the Registration Act
21 MAR 2018

Biman Behari Paul

Partha Sarathi Paul

Dipti Rekha Pal

Bharati Pal

Ritankar Pal

for MALDA PROJECTS (P) LTD.
Kishan K. Bhattacharya
Director

DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, We, (1) **BIMAN BEHARI PAUL**, by profession-Retired Govt. employee, PAN no. ASDPP3939J, S/O Late Bhubaneswar Paul, resident of Tarubala Sarani, P.S. English Bazar, P.O. & Dist.-Malda, West Bengal, PIN-732101, (2) **PARTHA SARATHI PAUL**, by profession-Retired Engineer in Pvt. service, PAN no. ABOPP4401B, S/O Late Bhubaneswar Paul, resident of Koyla Vihar Vasundhara, Flat no. C 204, Block 2, V I P Road, Kolkata-700052, P.S. Baguihati, Dist. 24 Parganas (North) (3) **DIPTI REKHA PAL**, by profession-House wife, PAN no. ASCPP6903B, W/o Debojyoti Pal, resident of Shubham Apartment, Flat no. B 701 Sector 22, Plot no. 13, Dwarka, New Delhi-110077, P.O. Pochanpur, P.S. Dwarka, Sector 23 having permanent address: B-255 Lake Town, Kolkata-700089 (4) **BHARATI PAL**, by profession-House wife, PAN no. ANJPP3982C, W/o Late Dr. Basanta Behari Pal, resident of 5/6 Satyen Park, Ashirbad Apartment, Kolkata 700104, P.O. Joka, P.S. Haridevpur (Thakurpukur), Kolkata 700104, (5) **RITANKAR PAL**, by profession-employee in Pvt. service, PAN no. AMGPP5836P, S/o Late Dr. Basanta Behari Pal, resident of 5/6 Satyen Park, Ashirbad Apartment, P.O. Joka, P.S. Haridevpur (Thakurpukur), Kolkata 700104, all by Caste-Hindu, (hereinafter referred to as the "OWNERS") hereinafter referred to as follows:-

Do hereby declare.
Manoj G. Das.
Advocate

Sl. No. 901 Date 15/03/18 Value 50/-
Name Biman Behari Paul & others
Address Tarudale Sarani
P.S. EB Dist. Malda

Sadar Office, Malda
Signature _____

Manorenjan Poddar
MANOKANJAN PODDAR
Sadar Stamp Vendor, Malda
Licence No. 73 Code No. 18

Biman Behari Paul

 279

Biman Behari Paul

 280

Ratnaravathi Paul

 281

Dipti Rekha Pal

 282

Bharati Pal

 283

Ratan Pal

 284



Registrar, Malda
U/s 7(2) of the Registration Act.

07 MAR 2018

for MALDA PROJECTS (P) LTD.
Kisha K. Bhargava
Director

Biman Behari Paul

Partha Sarathi Paul

Dipti Rekha Paul

Bharati Paul

Ritankar Paul

for MALDA PROJECTS (P) LTD.

Kishu K. Bhattacharya
Director

WHEREAS the property mentioned in schedule below was previously belonged to Baishnab Charan Das and his name was recorded in C.S.R.O.R. After demise of said Baishnab Charan Das, the property was devolved upon his two sons namely Ramendra Charan Das and Amarendra Charan Das as per law inheritance. During joint possession, said Amarendra Charan Das sold his eighteen annas share in favor of Bhubaneswar Paul by virtue of Registered Sale Deed bearing No. 4891 which was executed on 12.12.1948 and registered on 13.12.1948. Ramendra Charan Das the brother of Amarendra Charan Das had executed and registered a NADABI NAMA deed bearing No. 3097 dated 08.06.1949 in favour of said Bhubaneswar Paul as property was undivided and sold by his brother Amarendra Charan Das. Thereafter, R.S.R.O.R. has been made and published in the name of Bhubaneswar Paul for his purchased property. While said Bhubaneswar Paul was in possession of his property died on 02.01.1997 leaving behind Lilabati Paul as his widow (now deceased), Biman Behari Paul (Executant No. 1 of this document), Partha Sarathi Paul (Executant No. 2 of this document) & Basanta Behari Pal (now deceased) (husband / father of Executant No. 4 & 5) as three sons and a daughter namely Dipti Rekha Pal (Executant No. 3 of this document) as his only legal heirs. Above Lilabati Paul wife of Late Bhubaneswar Paul and Basanta Behari Pal son of Late Bhubaneswar Paul subsequently died. Basanta Behari Pal left behind Bharati Pal as his widow and Ritankar Pal as his son.

Thus, sons and daughter of Late Bhubaneswar Paul namely Biman Behari Paul, Partha Sarathi Paul and Dipti Rekha Pal jointly inherited $\frac{3}{4}$ share and daughter-in-law and grandson of Late Bhubaneswar Paul namely Bharati Pal & Ritankar Pal jointly inherited $\frac{1}{4}$ share and as per their share L.R.R.O.R. have been prepared and published. Now the above heirs of Late Bhubaneswar Paul have been possessing their property in ejmali and paying Govt. & Municipal Taxes. The said property mentioned in the First Property below.

AND WHEREAS we with the intention for commercial gain over the said property entered into a Registered Development Agreement bearing No. 3971. dated 17.3.2018, registered before the D.S.R. Malda with M/S MALDA PROJECTS PRIVATE LIMITED, a Company incorporated under the Indian Companies Act, 1956, having its Registered office at 52/69, Rabindra Avenue, P.O. & Dist.- Malda (West Bengal) - 732

Manoj K. Das.
Advocate

Bina Bhabari Paul

Bhadrachandran Paul

Dipti Petha Paul

Bharati Pal

Petha Paul

for MALDA PROJECTS (P) LTD.

Kishor Kumar Bhagat
Director

101, (acting through its Director and Authorized representative **Mr. Kishor Kumar Bhagat**, S/o Late Sulal Ram Bhagat, resident of 52/69, Rabindra Avenue, P.O. & Dist.-Malda), by Caste-Hindu, by Profession Business, Nationality Indian, the DEVELOPER therein to develop the said property upon the terms and conditions as contained in the said Development Agreement bearing No. 3971 which was registered on 17.3.2018 before the D.S.R. Malda and is an integral part of this Development Power of Attorney.

AND WHEREAS as per the said Registered Development Agreement, We agreed to appoint, authorize, nominate and constitute jointly **M/S MALDA PROJECTS PRIVATE LIMITED**, a Company incorporated under the Indian Companies Act, 1956, having its Registered office at 52/69, Rabindra Avenue, P.O. & Dist.- Malda (West Bengal) – 732 101, (acting through its Director and Authorized representative **Mr. Kishor Kumar Bhagat**, S/o Late Sulal Ram Bhagat, resident of 52/69, Rabindra Avenue, P.O. & Dist.-Malda), by Caste-Hindu, by Profession Business, Nationality Indian as our true and law full attorney to do all acts, deeds and things jointly as required for the purpose of fulfillment of the terms and conditions of the said agreement and the commercial gain over of the said property.

NOW BY THESE PRESENCE, we do hereby appoint, authorize, nominate and constitute jointly said **M/S MALDA PROJECTS PRIVATE LIMITED**, a Company incorporated under the Indian Companies Act, 1956, having its Registered office at 52/69, Rabindra Avenue, P.O. & Dist.- Malda (West Bengal) – 732 101, (acting through its Director and Authorized representative **Mr. Kishor Kumar Bhagat**, S/o Late Sulal Ram Bhagat, resident of 52/69, Rabindra Avenue, P.O. & Dist.- Malda), by Caste-Hindu, by Profession Business, Nationality Indian as our true and law full attorney to do for us in our names and on our behalf all or any of the followings acts, deeds and things for the purpose of the said Development works.

- 1) To look after, manage and maintain our said property during the course of the said development work.
- 2) To enter into the said premises either jointly or severally or along with others for the purpose of the proposed development work and for such purpose to construct

By me,
Manoj Kumar Das
Advocate

Binay Bhattacharya Paul

Bhattacharya Paul

Dipti Rekha Paul

Bharati Paul

Pratibha Paul

for MALDA PROJECTS (P) LTD.

Kishor K. Bhattacharya
Director

proposed multistoried building upon the said land according to the proposed building plans to be prepared and signed off by the Attorney and sanctioned by the English Bazar Municipality.

- 3) To appoint and engage Engineers, Contractors and Laborers as may be required to ensure correctness and completeness of construction activity and safe execution of the said multistoried building and to make payment to them.
- 4) To supervise the development work in respect of the new construction and to carry out and/ or to get carried through contractors, sub-contractors, Architects and surveyors as may be required by the said Attorney for construction of the proposed building and structures on the said property as per the sanctioned plans.
- 5) To carry on correspondence with and represent us before all concerned authorities in connection with the development work of the said property.
- 6) To spend money for such construction of the building according to their discretion and at their own costs and expenses.
- 7) To pay various deposits to the English Bazar Municipality and other concerned authorities as may be necessary for the purpose of Sanction of the proposed building plan and/or modified or revised plan for carrying out the development work on the said property and to claim refund of such deposits so paid by our said Attorney and to give valid and effectual receipt in our names and on our behalf in connection with the refund of such deposits.
- 8) To approach concerned authorities and offices for the purpose of obtaining pre-requisite permissions and other services including water and electricity connections for carrying out and completing the development / construction work of the proposed building.
- 9) To apply from time to time for the modification of the building plan, if required, with respect to the building to be constructed on the said property.
- 10) To collect different building materials at their own cost expenses, risks and responsibilities for such construction activity.

Manoj K. Das.
Advocate

Bimben Babani Baul
Bachchan Contractor

Dipti Rekha Pal

Bharati Pal
P. Pal

for MALDA PROJECTS (P) LTD.

Kishu K. Bhowmik
Director

- 11) To enter into agreement(s) for sale or transfer of the proposed building with such persons and on such terms and conditions and for such consideration as the said Attorney may in their absolute discretion think fit and proper.
- 12) To sell, transfer, Gift, Lease and demise all or any of the Spaces / units (except owners' allocation) to different persons on Ownership basis and/ or in any other manner as might be thought fit by the said Attorney at the price or for the amount that the Attorney may think fit and proper.
- 13) To collect and receive of and from the prospective buyers/ transferee of such Spaces the price or rent or premium of such space, or space that will be paid by such person or persons and for that act or purpose to make sign and execute and/or give proper and lawful discharge for the same.
- 14) To receive the entire consideration money, finalize the transaction and get the sale deed executed and registered and to execute proper conveyances for the different Spaces or parts thereof in favour of the transferee on our behalf in respect of the proposed building.
- 15) To mortgage the below schedule property with any nationalized bank to receive the loan for the purpose of the construction.
- 16) To appear on our behalf in all courts, L.A. collector, Board of Revenue, English Bazar Municipality, Tribunals, Public Bodies, competent authorities appointed under any act.
- 17) To make, sign, execute, verify, present and file all applications, plaints, petitions, written statements, vakalatnamas or any other documents as deemed necessary in the opinion of the Attorney or be made, signed, executed presented or filed in any court of law or elsewhere in connection with any proceedings in respect of the said property of the development work.
- 18) To appoint, nominate and retain Advocate and Revenue/Marketing Agents from time to time, as occasion shall require.
- 19) To appoint one or more persons as agent and substitute to exercise all or any of the powers hereby conferred.
- 20) To collect building materials and pay the costs thereof.

Manoj G. Das.
Advocate

✓ Gima Baboo Paul

Bachchantrastraikam

Dipti Rakha Paul

Bharati Paul
Bhaktinath Paul

for MALDA PROJECTS (P) LTD.
Kishu K. Dasgupta
Director

AND WE HEREBY declare that this Power is given in favour of the said Attorney in support of the registered development agreement made and Registered on 17.3.2018.. bearing No. 3971..... before the DSR Malda and accordingly the said Attorney shall exercise the Powers conferred upon them.

AND WE HEREBY declare that the powers and authorities hereby granted of this Power of Attorney will be in force or will be effected upto 99 years or more or till completion of sale/Transfer in favour of the intending purchasers of the entire (G+6) multistoried building as per the registered develop Agreement bearing No. 3971.. dated 17.3.2018.. registrar before the DSR Malda and the owners cannot terminate this power of attorney unless or until the entire project / construction is completed and the propose building will be completely transferred or sold out in favour of the intending purchasers.

AND GENERALLY to perform all other acts, deeds and things which would be necessary from time to time for the said construction and for the transfer of the proposed building and all acts, deeds or things lawfully done by our attorney shall be constructed as acts done by us and we shall ratify and agree to ratify and confirm the same.

THE SCHEDULE OF THE PROPERTY

ALL THAT the piece and parcel of land containing an area of 19 decimal i.e. 11.50 cottahs be the same a little more or less lying situate within District Malda, P.S.-English Bazar, Mouza-Pirojpur, J.L. No. 69, C.S. Khatian No. 328 (Three hundred twenty eight), R.S. Khatian No. 799 (Seven hundred ninety nine), L.R. Khatian No. 4333 (Four thousand three hundred thirty three), 4334 (Four thousand three hundred thirty four), 2812 (Two thousand eight hundred twelve) & 3245 (Three thousand two hundred forty five), Old Plot No. 917 (Nine hundred seventeen), L.R. Plot No. 6141 (Six thousand one hundred forty one), Classification- Bastu, within English Bazar Municipality, under ward No.05, Singatala, Holding No. 60/207/33 and butted and bounded in the following manr.er:-

ON THE NORTH : House of Sanat Dutta & Others
ON THE SOUTH : Municipal Road
ON THE EAST : Municipal Lane
ON THE WEST : Panchali Apartment

Suzme.
Manoj G. Das.
Advocate

Biman Behari Paul
Parthasarathi Paul

Dipti Rekha Paul

Bharati Pal
Ritankar Pal

for MALDA PROJECTS (P) LTD.

Kishore Paul
Director

IN WITNESS WHEREOF we, BIMAN BEHARI PAUL, PARTHA SARATHI PAUL, DIPTI REKHA PAL, BHARATI PAL, RITANKAR PAL, have executed this Power of Attorney and signed on this 17th day of March, 2018.

SIGNED AND DELIVERED
IN THE PRESENCE OF :-

1. Gopal Ch. Ghosh
S/o. Biswanath Ghosh
Vill + P.O. Govanagar
P.S. - English Bazar
Dist. Malda.
2. Bhaskar Paul
S/o Biman Behari Paul
Singatala - Near Park
Malda - 732101

Biman Behari Paul
Parthasarathi Paul
Dipti Rekha Paul
Bharati Pal
Ritankar Pal

(Signature of Executants)

for MALDA PROJECTS (P) LTD.

Kishore Paul
Director

(SIGNATURE OF THE ATTORNEY)

Drafted by :-

Manoj Kr. Das.

(Manoj Kr. Das), Advocate, 17.3.2018
Malda Bar Association, Malda.
Enrolment No.-F-911/790/03.

Computer typed by :

Kishore Paul

(Kishore Paul)
Kailash Computer Centre
Court Compound, Malda.









Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE D.S.R. MALDA, District Name :Malda







Signature / LTI Sheet of Query No/Year 09011000076885/2018

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Biman Behari Paul Tarubala Sarani, P.O.- Malda, P.S.- English Bazar, District:-Malda, West Bengal, India, PIN - 732101	Principal			Biman Behari Paul
2	Mr Partha Sarathi Paul Koyla Bihar Vasundhara Flat No C 204 Block 2 V P. P.O.- Baguiati, P.S.- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700052	Principal			Parthasarathi Paul
3	Mrs Dipti Rekha Pal Subham Apartment Flat No B 701 Sector 22, P.O.- Pochanpur, P.S.- Dwarka North, District:- South West, Delhi, India, PIN - 110077	Principal			Dipti Rekha Pal

I. Signature of the Person(s)

at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mrs Bharati Pal 5/8 Satyen Park Ashirbad Apartment, P.O:- Joka, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India PIN - 700104	Principal			Bharati Pal
5	Mr Ritankar Pal 5/8 Satyen Park Ashirbad Apartment, P.O:- Joka, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104	Principal			Ritankar Pal
6	Mr Kishor Kumar Bhagat 52/69 Rabindra Avenue, P.O - Malda, P.S:- English Bazar, District:- Malda, West Bengal, India, PIN - 732101	Representative of Attorney [M/s Malda Projects Private Limited]			Kishor Kumar Bhagat
Sl No.	Name and Address of Identifier	Identifier of		Signature with date	
1	Mr Gopal Chandra Ghosh Son of Mr Biswanath Ghosh Sovanagar, P.O.- Sovanagar, P.S.- English Bazar, District:-Malda, West Bengal, India; PIN - 732209	Mr Biman Behari Paul, Mr Partha Sarathi Paul, Mrs Dipti Rekha Pal, Mrs Bharati Pal, Mr Ritankar Pal, Mr Kishor Kumar Bhagat		Gopal Ch. Ghosh 17/03/18	

(Rezaul Haque)
DISTRICT SUB-
REGISTRAR
OFFICE OF THE D.S.R.
MALDA
Malda, West Bengal

SPECIMEN FORM FOR TEN FINGER PRINTS



Biman Bahari Paul

	Little finger	Ring finger	Middle finger	Fore finger	Thumb
Left Hand					
Right Hand					

Signature.....



Purojit Kumar Paul

	Little finger	Ring finger	Middle finger	Fore finger	Thumb
Left Hand					
Right Hand					

Signature.....



Dipti Rekha Paul

	Little finger	Ring finger	Middle finger	Fore finger	Thumb
Left Hand					
Right Hand					

Signature.....



Bharati Paul

	Little finger	Ring finger	Middle finger	Fore finger	Thumb
Left Hand					
Right Hand					

Signature.....

SPECIMEN FORM FOR TEN FINGER PRINTS

 <i>Prakash Pal</i>	Left Hand	Little finger	Ring finger	Middle finger	Fore finger	Thumb
	Right Hand	Thumb	Fore finger	Middle finger	Ring finger	Little finger

Signature: Prakash Pal

 <i>Kishu Kr. Pahal</i>	Left Hand	Little finger	Ring finger	Middle finger	Fore finger	Thumb
	Right Hand	Thumb	Fore finger	Middle finger	Ring finger	Little finger

Signature: Kishu Kr. Pahal

<div style="border: 1px solid black; padding: 10px; width: 100px; margin: 0 auto;">PHOTO</div>	Left Hand	Little finger	Ring finger	Middle finger	Fore finger	Thumb
	Right Hand	Thumb	Fore finger	Middle finger	Ring finger	Little finger

Signature:

<div style="border: 1px solid black; padding: 10px; width: 100px; margin: 0 auto;">PHOTO</div>	Left Hand	Little finger	Ring finger	Middle finger	Fore finger	Thumb
	Right Hand	Thumb	Fore finger	Middle finger	Ring finger	Little finger

Signature:

Major Information of the Deed

Deed No :	IV-0901-00114/2018	Date of Registration	21/03/2018
Query No / Year	0901-1000076885/2018	Office where deed is registered	
Query Date	13/03/2018 12:12:57 PM	D.S.R. MALDA, District: Malda	
Applicant Name, Address & Other Details	Manoj Kumar Das Malda Bar,Thana : English Bazar, District : Malda, WEST BENGAL, PIN - 732101, Mobile No. : 9333775025, Status :Advocate		
Transaction	Additional Transaction		
[4002] Power of Attorney, General Power of Attorney			
Set Forth value	Market Value		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 50/- (Article:48(d))	Rs. 7/- (Article:E)		
Remarks			

Principal Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Biman Behari Paul (Presentant) Son of Late Bhubaneswar Paul Tarubala Sarani, P.O:- Malda, P.S:- English Bazar, District:-Malda, West Bengal, India, PIN - 732101 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Status :Individual, Executed by: Self, Date of Execution: 17/03/2018 , Admitted by: Self, Date of Admission: 17/03/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/03/2018 , Admitted by: Self, Date of Admission: 17/03/2018 ,Place : Pvt. Residence
2	Mr Partha Sarathi Paul Son of Late Bhubaneswar Paul Koyla Bihar Vasundhara Flat No C 204 Block 2 V P, P.O:- Baguiati, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700052 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Status :Individual, Executed by: Self, Date of Execution: 17/03/2018 , Admitted by: Self, Date of Admission: 17/03/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/03/2018 , Admitted by: Self, Date of Admission: 17/03/2018 ,Place : Pvt. Residence
3	Mrs Dipti Rekha Pal Wife of Mr Debojyoti Pal Subham Apartment Flat No B 701 Sector 22, P.O:- Pochanpur, P.S:- Dwarka North District:-South West, Delhi, India, PIN - 110077 Sex: Female, By Caste: Hindu, Occupation: Cultivation, Citizen of: India, Status :Individual, Executed by: Self, Date of Execution: 17/03/2018 , Admitted by: Self, Date of Admission: 17/03/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/03/2018 , Admitted by: Self, Date of Admission: 17/03/2018 ,Place : Pvt. Residence
4	Mrs Bharati Pal Wife of Late Dr Basanta Behari Pal 5/6 Satyen Park Ashirbad Apartment, P.O:- Joka, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, Status :Individual, Executed by: Self, Date of Execution: 17/03/2018 , Admitted by: Self, Date of Admission: 17/03/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/03/2018 , Admitted by: Self, Date of Admission: 17/03/2018 ,Place : Pvt. Residence

Major Information of the Deed :- IV-0901-00114/2018-21/03/2018

5	Mr Ritankar Pal Son of Late Dr Basanta Behari Pal 5/6 Satyen Park Ashirbad Apartment, P.O:- Joka, P.S:- Thakurpukur, District:- South 24-Parganas, West Bengal, India, PIN - 700104 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Status :Individual, Executed by: Self, Date of Execution: 17/03/2018 , Admitted by: Self, Date of Admission: 17/03/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/03/2018 , Admitted by: Self, Date of Admission: 17/03/2018 ,Place : Pvt. Residence
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Attorney Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	M/s Malda Projects Private Limited 52/69 Rabindra Avenue, P.O:- Malda, P.S:- English Bazar, District:-Malda, West Bengal, India, PIN - 732101 Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Kishor Kumar Bhagat Son of Late Sulal Ram Bhagat 52/69 Rabindra Avenue, P.O:- Malda, P.S:- English Bazar, District:-Malda, West Bengal, India, PIN - 732101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : M/s Malda Projects Private Limited (as Representative)

Identifier Details :

Name & address	
Mr Gopal Chandra Ghosh Son of Mr Biswanath Ghosh Sovanagar, P.O:- Sovanagar, P.S:- English Bazar, District:-Malda, West Bengal, India, PIN - 732209, Sex: Male, By Caste: Hindu, Occupation: Cultivation, Citizen of: India, , Identifier Of Mr Biman Behari Paul, Mr Partha Sarathi Paul, Mrs Dipti Rekha Pal, Mrs Bharati Pal, Mr Ritankar Pal, Mr Kishor Kumar Bhagat	

Endorsement For Deed Number : IV - 090100114 / 2018

Major Information of the Deed :- IV-0901-00114/2018-21/03/2018

On 17-03-2018

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

Presented for registration at 21:20 hrs on 17-03-2018, at the Private residence by Mr Biman Behari Paul , one of the Executants.

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

Execution is admitted on 17/03/2018 by 1. Mr Biman Behari Paul, Son of Late Bhubaneswar Paul, Tarubala Sarani, P.O: Malda, Thana: English Bazar, , Malda, WEST BENGAL, India, PIN - 732101, by caste Hindu, by Profession Others. 2. Mr Partha Sarathi Paul, Son of Late Bhubaneswar Paul, Koyla Bihar Vasundhara Flat No C 204 Block 2 V P, P.O: Baguiati, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700052, by caste Hindu, by Profession Others. 3. Mrs Dipti Rekha Pal, Wife of Mr Debojyoti Pal, Subham Apartment Flat No B 701 Sector 22, P.O: Pochanpur, Thana: Dwarka North, , South West, DELHI, India, PIN - 110077, by caste Hindu, by Profession Cultivation. 4. Mrs Bharati Pal, Wife of Late Dr Basanta Behari Pal, 5/6 Satyen Park Ashirbad Apartment, P.O: Joka, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700104, by caste Hindu, by Profession Others. 5. Mr Ritankar Pal, Son of Late Dr Basanta Behari Pal, 5/6 Satyen Park Ashirbad Apartment, P.O: Joka, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700104, by caste Hindu, by Profession Others

Indetified by Mr Gopal Chandra Ghosh, , Son of Mr Biswanath Ghosh, Sovanagar, P.O: Sovanagar, Thana: English Bazar, , Malda, WEST BENGAL, India, PIN - 732209, by caste Hindu, by profession Cultivation

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

Execution is admitted on 17-03-2018 by Mr Kishor Kumar Bhagat, Representative, M/s Malda Projects Private Limited (Others), 52/69 Rabindra Avenue, P.O:- Malda, P.S:- English Bazar, District:-Malda, West Bengal, India, PIN - 732101

Indetified by Mr Gopal Chandra Ghosh, , Son of Mr Biswanath Ghosh, Sovanagar, P.O: Sovanagar, Thana: English Bazar, , Malda, WEST BENGAL, India, PIN - 732209, by caste Hindu, by profession Cultivation

R. Haque

Rezaul Haque
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. MALDA
Malda, West Bengal

On 21-03-2018

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 (d) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7/- (E = Rs 7/-) and Registration Fees paid by Cash Rs 7/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 50/- and Stamp Duty paid by Stamp Rs 50/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 801, Amount: Rs.50/-, Date of Purchase: 15/03/2018, Vendor name: Manoranjan Podder

R. Haque

Rezaul Haque
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. MALDA
Malda, West Bengal

Major Information of the Deed :- IV-0901-00114/2018-21/03/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV

Volume number 0901-2018, Page from 1419 to 1435

being No 090100114 for the year 2018.



Digitally signed by REZAUL HIUQ
Date: 2018.03.21 23:44:41 +05:30
Reason: Digital Signing of Deed.

R. Haq.

(Rezaul Haque) 21-03-2018 23:44:37

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. MALDA

West Bengal.

(This document is digitally signed.)

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The document is admitted to registration. The endorsement and the signature sheet attached with this deed are part of the document.

পশ্চিমবঙ্গ পঞ্জীয়ন বোর্ড WEST BENGAL REGISTRATION BOARD

1-74177/18

Registrar, Malda
U/s 7(2) of the Registration Act
21 MAR 2018

Biman Behari Paul
Bhuvan Mohan Paul
Dipti Rekha Pal
Bharati Pal
Ritankar Pal

D 781247
for MALDA PROJECTS (P) LTD.
Kisha K. Bhattacharya
Director

DEVELOPMENT/CONSTRUCTION AGREEMENT

THIS AGREEMENT made this the 17th day of March Two Thousand and Eighteen.

BETWEEN

We, (1) **BIMAN BEHARI PAUL**, by profession-Retired Govt. employee, PAN no. ASDPP3939J, S/O Late Bhubaneswar Paul, resident of Tarubala Sarani, P.S. English Bazar, P.O. & Dist- Malda, West Bengal, PIN-732101, (2) **PARTHA SARATHI PAUL**, by profession-Retired Engineer in Pvt. service, PAN no. ABOPP4401B, S/O Late Bhubaneswar Paul, resident of Koyla Vihar Vasundhara, Flat no. C 204, Block 2, V I P Road, Kolkata-700052, P.S. Baguihati, Dist. 24 Parganas (North) (3) **DIPTI REKHA PAL**, by profession-House wife, PAN no. ASCPP6903B, W/o Debojyoti Pal, resident of Shubham Apartment, Flat no. B 701 Sector 22, Plot no. 13, Dwarka, New Delhi-110077, P.O. Pochanpur, P.S. Dwarka, Sector 23 having permanent address: B-255 Lake Town, Kolkata-700089 (4) **BHARATI PAL**, by profession-House wife, PAN no. ANJPP3982C, W/o Late Dr. Basanta Behari Pal, resident of 5/5 Satyen Park, Ashirbad Apartment, Kolkata 700104, P.O. Joka, P.S. Haridevpur (Thakurpukur), Kolkata 700104, (5) **RITANKAR PAL**, by profession-employee in Pvt. service, PAN no. AMGPP5836P, S/o Late Dr. Basanta Behari Pal, resident of 5/5 Satyen Park, Ashirbad Apartment, P.O. Joka, P.S. Haridevpur (Thakurpukur), Kolkata 700104, all by Caste-Hindu, hereinafter referred to as the **OWNERS** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context shall always be deemed to mean and include her respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

Drafted by me
Manoj K. Das
Advocate

S. No. 802 Date 15/03/18 Amount 5000/-
Name Biman Behari Paul Soffers
Address Tanulata Sazoni
P.S. EB Malda

Stamp Area, Malda
Maldah

Manoranjan Paul
MANORANJAN PODDAL
Sadar Stamp Vendor, Malda
License No. 73 Code 1001

Biman Behari Paul
 279

Biman Behari Paul
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Bachhanasakti Paul
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Dipti Pabha Paul
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Bhazati Paul
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Pratimay Paul
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Registrar, Malda
U/s 7(2) of the Registration Act

07 MAR 2018

for MALDA PROJECTS (P) LTD.
Kishaki Bhagat
Director

✓ Biman Behari Paul
Bhuvaneshwar Paul

= Dipti Rekha Pal =

Bharati Paul
Ritankar Pal

for MALDA PROJECTS (P) LTD.
Kishor K. Bhagat
Director

AND

M/S MALDA PROJECTS PRIVATE LIMITED, a Company incorporated under the Indian Companies Act, 1956, having its Registered office at 52/69, Rabindra Avenue, P.O. & Dist.- Malda, West Bengal, Pin No.-732101, PAN- AADCM8220C (acting through its Director and Authorized representative SHRI KISHOR KUMAR BHAGAT, S/o.-Late Sulal Ram Bhagat, resident of 52/69, Rabindra Avenue, P.O. & Dist.- Malda, by Occupation-Business, by religion-Hindu, Nationality Indian, hereinafter called the DEVELOPER (which expression shall unless, exclude by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS the property mentioned in schedule below was previously belonged to Baishnab Charan Das and his name was recorded in C.S.R.O.R. After demise of said Baishnab Charan Das, the property was devolved upon his two sons namely Ramendra Charan Das and Amarendra Charan Das as per law inheritance. During joint possession said Amarendra Charan Das sold his eight annas share in favor of Bhubaneswar Paul by virtue of Registered Sale Deed bearing No. 4891 which was executed on 12.12.1948 and registered on 13.12.1948. Ramendra Charan Das the brother of Amarendra Charan Das had executed and registered a NADABI NAMA deed bearing No. 3097 dated 08.06.1949 in favour of said Bhubaneswar Paul as property was undivided and sold by his brother Amarendra Charan Das. Thereafter, R.S.R.O.R. has been made and published in the name of Bhubaneswar Paul for his purchased property. While said Bhubaneswar Paul was in possession of his property died on 02.01.1997 leaving behind Lilabati Paul as his widow (now deceased), Biman Bihari Paul (Owner No. 1 of this Agreement), Partha Sarathi Paul (Owner No. 2 of this Agreement) & Basanta Behari Pal (now deceased) (husband / father of Owner No. 4 & 5) as three sons and a daughter namely Dipti Rekha Pal (Owner No. 3 of this Agreement) as his only legal heirs. A Love Lilabati Paul wife of Late Bhubaneswar Paul and Basanta Behari Pal son of Late Bhubaneswar Paul subsequently died. Basanta Behari Pal left behind Bharati Pal owner No. 4 as his widow and Ritankar Pal owner No. 5 as his son.

Thus, sons and daughter of Late Bhubaneswar Paul namely Biman Bihari Paul, Partha Sarathi Paul and Dipti Rekha Pal jointly inherited ¼ share and daughter-in-law and grandson of Late Bhubaneswar Paul namely Bharati Pal &

Manoj G. Das
Advocate

✓ Binan Behari Paul
Ritankar Paul

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Dipali Debbar Paul

Bhadraki Paul
Ritankar Paul

for MALDA PROJECTS (P) LTD
Kishu K. Dasgupta
Director

Ritankar Pal jointly inherited 1/4 share and as per their share L.R.R.O.R. have been prepared and published. Now the above heirs of Late Bhubaneswar Paul have been possessing their property in ejmali and paying Govt. & Municipal Taxes. The said property mentioned in the First Property below.

During joint possession of the scheduled property the Owner No. 1 to 3 have decided to built a building over their share of the property and Owner No. 4 & 5 have decided to sold out their share of the property but as the possession of the property are ejmali and future thinking are deferent so all the owners has approached the developer herein. The developer second part has interested and agreed to take the project in consideration to give 40% share of allocation of the proposed building (10% each to owner No. 1 to 3 and 10% jointly owner 4 & 5). The Owner No. 1 to 3 agreed and accepted to get (10%+10%+10% =30%) allocation for their own, but the Owner No. 4 & 5 want to get consideration amount of Rs. 57,50,000/- (Rupees Fifty seven lakhs and fifty thousand only) only for their 1/4th share of land i.e. 2.875 Cottah @ Rs.20 Lakhs/Cottah instead of their 10% of the proposed share of building. The parties have negotiated amongst themselves and arrived at an agreement to develop the Said Land for mutual benefit.

The parties are now desirous of entering into this Development Agreement recording and incorporating all the terms and conditions for development of the said land as stated hereunder.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

1. **DEFINITIONS:**

Unless in this agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

ADVOCATES - shall mean the advocates appointed by the Developer at its own costs and expenses.

Signature
Manoj G. Das,
Advocate

✓ Binan Behari Paul

Executive Engineer

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Bharonati Pal
6/10/2019

for MALDA PROJECTS (P) LTD.
Kishan K. Dasgupta
Director

AGREEMENT – shall mean this Development Agreement including the Schedules and Annexures hereto, as may be amended, supplemented or modified in accordance with the provisions hereof from time to time.

ASSOCIATION – shall mean any Association, Committee or Society as may be formed by the Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

ARCHITECT/ENGINEER/L.B.S – shall mean such person or persons who may be appointed by the Developer as the Architect for the proposed building.

SAID BUILDING- shall mean a G+6 storied building to be constructed by the Developer at the Said Land in accordance with the plans to be sanctioned by the English Bazar Municipality.

CAR PARKING SPACE – shall mean the spaces in the portions of the ground floor level, whether open or covered, of the proposed building expressed or intended to be reserved for parking of motor cars/two wheelers.

COMMON AREAS, FACILITIES AND AMENITIES – shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, lift, stair case, pump house, overhead water tanks, reservoirs water pumps and motors, drive-ways, common lavatories, Generator, top roof and other facilities in the proposed building which may be provided by the Developer and required for establishment, location, enjoyment, provisions, maintenance and /or management of the proposed building as would be decided by the Developer after sanction of plan.

COMMON EXPENSES – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the Co-transferees and all other expenses for the Common Purpose as may be decided by Developer till an association of the owner of flats/ units/ spaces of the proposed building is formed and to be contributed, borne, paid and shared by the Co-transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed.

COMMON PURPOSES – shall mean and include the purpose of managing, maintaining and up keeping the proposed building as a whole in particular the

by me
Manoj G. Dasgupta
Advocate

✓ Binan Bhalani Paul
Bhattacharya Paul
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Binodini Paul
Bhattacharya Paul

for MALDA PROJECTS (P) LTD.
Kishan K. Adhikari
Director

Common Areas, Facilities and Amenities, rendition of common services in common to the Co-transferees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Co-transferees and relating to the mutual rights and obligations for the beneficial use and enjoyment of the respective Units exclusively and the Common Areas, Facilities and Amenities in common.

DATE OF COMMENCEMENT OF LIABILITY – shall mean the date on which the Owner shall take actual physical possession of their allocation or the date next after expiry of the Completion Notice irrespective of whether the Owner take actual physical possession or not, whichever is earlier.

MAINTENANCE-IN-CHARGE – shall mean and include such person(s) or any outside agency to be appointed by the DEVELOPER till such time the New Building is made over to the Association, for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary not inconsistent with the provisions and covenants herein contained and after the New Building is made over to the Association.

OWNER'S ALLOCATION – Owner No 1 to 3 jointly get 10+10+10 = 30% allocation (including super built up area) in each floor including ground floor of the proposed building and Owner No. 4 & 5 jointly get consideration amount of Rs. 57,50,000/- (Rupees Fifty seven lakhs and fifty thousand only) only for their ¼th share of land i.e. 2.875 Cottah @ Rs.20 Lakhs/Cottah mentioned in column No 9 / 9.1. (a) to (d) / 9.2. / 9.3. / 9.4. instead of their 10% joint allocation of the proposed building.

DEVELOPER'S ALLOCATION -- shall mean the remaining portion i.e. 70% each floor of the proposed Building.

BUILT UP AREA - shall mean and include the covered space of Flat / Unit of the said building.

PLAN – shall mean the building plan, mutually agreed by owners and developer, and shall be given to the English Bazar Municipality for sanction together with all modifications and/or alterations thereto from time to time made or to be made by the Developer on the recommendation of the Architect or agreed upon between the parties from time to time.

By me.
Manoj G. Das.
Advocate

✓
Aiman Behera Paul
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Dipti Rekha Paul

Bhazati Paul
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for MALDA PROJECTS (P) LTD.
Kishor K. Bhagat
Director

PROPORTIONATE OR PROPORTIONATELY – according to the context shall mean the proportion in which the built up area of any Unit or Units may bear to the built-up area of all the Units in the building.

SAID LAND – shall mean All That the piece and parcel of land containing an area of 19 decimal be the same a little more or less lying situate within District Malda, P.S.-English Bazar, Mouza-Pirojpur, J.L. No.69, C.S. Khatian No. 328, R.S. Khatian No. 799, L.R. Khatian No. 4333, 4334, 2812 & 3245, Old Plot No. 917, L.R. Plot No. 6141, Classification- Bastu, within English Bazar Municipality, under ward No. 05, Singatala , Holding No. 60/207/33, more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.

OWNER shall mean the first Part.

The First Party include decides herself, her respective legal heir/s, successor/s, legal representative/s, Administrative/s, executor/s,

DEVELOPER shall mean **MALDA PROJECTS PRIVATE LIMITED**, a Company incorporated under the Indian Companies Act, 1956, having its Registered office at 52/69, Rabindra Avenue, P.O. & Dist.- Malda, West Bengal, Pin No.-732101, PAN-AADCM8220C (acting through its Director and Authorized representative SHRI. KISHOR KUMAR BHAGAT, S/o.-Late Sulal Ram Bhagat, resident of 52/69, Rabindra Avenue, P.O. & Dist. – Malda, by Occupation-Business, by religion-Hindu, Nationality Indian, hereinafter called the DEVELOPER Nationality Indian and its representatives and assigns nominee/s and assignee/s.

THE CO-OWNER shall according to the context mean all persons who will own Flats/Shops/Garage/Office & all kinds commercial & Residential units of the building.

SALEABLE SPACE shall mean the space in the proposed building available for independent use and occupation after making due provision for common facilities and the space required thereof.

SAID SHARE – shall mean the undivided variable proportionate indivisible part or share in the land attributable to either party's allocation as in the context would become applicable.

SPECIFICATION – shall mean the specification for the subject to the alterations or modifications as may be suggested or approved by the Architect.

By me:
Manoj K. Das.
Advocate

✓ Binay Chakraborty

Buchanan's Bazar

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Dipti Rakha Pal

Bhramati Pal

Dipti Rakha Pal

for MALDA PROJECTS (P) LTD.

Kishor K. Dasgupta
Director

DOCUMENTS shall mean R.O.R., Title deeds, Link deeds, Tax Receipts and other related papers, documents in connection with the premises and its title.

TRANSFER – with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to the transferees thereof as per law.

2. INTERPRETATION:

In this agreement save and except as otherwise expressly provided –

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.

By me.

Manoj K. Dasgupta
Advocate

✓ Binay Babari Paul
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Dipti Rekha Paul

Bhupati Pal
Ratna Pal

for MALDA PROJECTS (P) LTD.

Kishu K. Bhattacharya
Director

vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented.

3. **OWNER'S REPRESENTATIONS:** The Owner has represented and warranted to Developer as follows:

(a) The Owners are seized and possessed of and well and sufficiently entitled to the Said Land. No person other than the OWNERS have any right, title and/or interest, of any nature whatsoever in the Said Land or any part thereof.

(b) The Owners have marketable title in respect of the Said land based on the documents furnished and representations made by the Owners. The Owners shall answer all reasonable questions relating to the Said land which may be raised by any Bank, Financial institution or other nominee or nominees of Developer during the period of development.

(c) The Owners shall not do nor permit any one to do any act deed matter or thing which may affect the marketability of the said New building or which may cause charge, encroachment, litigations, trusts, liens, lis pendens, attachments and liabilities.

(d) The Owners have not entered into any other Agreement for sale or transfer or development or lease etc in respect of the Said Land or any part thereof.

(e) The Said Land or any part thereof is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owner and the Said land is not attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand.

(f) No suits, and/or any other proceedings and/or litigations save and except as aforesaid is/are pending in respect of the Said land or any part thereof and that the Said land is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) is/are pending or threatened by or against the Owner or in respect whereof the Owner is liable to indemnify any

Signature
Manoj Kumar Das
Advocate

✓ Binay Babaji Singh
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Dipti Rakha Pal

Binayati Pal
Rachtravasthapan

for MALDA PROJECTS (P) LTD.

Kishu Ko. Bhowmik
Director

person concerned and as far as the Owner is aware there are no facts likely to give rise to any such proceedings.

(g) The Owner has not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the grant of rights to Developer under this Agreement including, exercise by Developer of the right to develop the Said Land.

(h) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the said land and there are no facts, which may give rise to any such dispute.

(i) There is no occupier in the Said land.

4. DEVELOPER'S REPRESENTATION:

Developer has represented and warranted to the Owner that the Developer is carrying on business of construction and development of real estate and has sufficient resources, infrastructure and expertise in this field.

5. DEVELOPMENT OF THE SAID LAND BY CONSTRUCTION OF NEW BUILDING:

- 5.1 The Parties have mutually decided, the scope of the Project i.e. the development of the said land by construction of the G+6 -storied building thereon and commercial exploitation of the Said Building.
- 5.2 Upon development of the Said Building, the saleable spaces therein and all other spaces shall be shared between the Parties in the manner and on the terms and conditions recorded in this Agreement.
- 5.3 The Parties hereby accept the Basic Understanding between them as recorded above and all other terms and conditions mentioned in this Agreement. In consideration of owner's allocation, the Developer agreeing to construct the Said Building over the Said Land and to deliver to the Owner the constructed area being Owner' Allocation, the Owner agree to transfer proportionate undivided share in the Said Land to the Developer or its nominee or nominees being the Developer's Allocation in such part or parts as DEVELOPER may desire.

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Manoj for. Dao.
Advocate

Aman Chakraborty Paul
Bhattacharyya
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Dipti Rakha Paul

Chandni Paul
Bhattacharyya

for MALDA PROJECTS (P) LTD.

Kishu K. Chakraborty
Director

- 5.4 By virtue of the rights hereby granted Developer is authorized to built upon and exploit the Said land by constructing the Said Building at the Said land and dealing with the Developer's Allocation in the Said building with corresponding undivided proportionate share in the land.

6. **COMMENCEMENT:**

- 6.1 This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution, as mentioned above (commencement date) and this Agreement shall remain valid and in force till 99 years or till completion of sale, transfer of the saleable areas of the Said Building in favour of the intending purchases and obligations of the Parties towards each other stand fulfilled and performed, whichever is earlier.

7. **POSSESSION:**

- 7.1 Simultaneously with the execution of this agreement the Developer shall be entitled to enter the Said Land as licensee of the Owner for the purpose of development of the Said Building thereof and shall be entitled to remain in the Said Land during the subsistence of this agreement.

8. **SANCTION AND CONSTRUCTION:**

- 8.1 Developer shall have the plan for the Said Building in the said project prepared by the Architect and approved by the Owner and the costs and expenses for the same shall be borne by the Developer. Upon such approval the Developer shall have the same sanctioned by The English Bazar Municipality or from the Sanctioning Authority for the time being in the name of the Owner.
- 8.2 All permissions, approvals, sanctions, no-objections and other statutory obligations and formalities for pre-sanction of plan would be obtained by the Developer at its costs and expenses and the Owner shall have no responsibility and/or any financial liability therein.

Signature.

Manoj K. Das.
Advocate

Bina Bichari Paul

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Dipti Richha Paul

Bharonati Paul
Kishan K. Chhaya

for MALDA PROJECTS (P) LTD.

Director

- 8.3 The Owner shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatever required for such sanction and construction as and when required by the Developer without any objection of whatsoever nature and within 10 days of the request being made and the documents being made available to the Owner. In addition to the aforesaid, the Owner shall sign, execute and register a Development Power of Attorney, terms of which should be mutually agreed by the Owner and Developer, authorizing Developer or its officers to act, do and perform all or any of the obligations of the Owner mentioned herein below. It is clearly mentioned herein that the said General Power of Attorney shall not entitle the Developer to deal with the Owner's Allocation in any manner.
- 8.4 Post-sanction of the building plan, the Developer will intimate the Owner and will also provide photocopy of the said sanctioned plan. Immediately after receipt of the sanctioned building plan the parties shall finalize and earmark his respective allocation as mentioned above.
- 8.5 The Developer shall at its costs, expenses, risk and expenses arrange finance for the Said Project.
- 8.6 The Owner hereby authorizes the Developer to appoint the Architect and other consultants to complete the Project. All costs charges and expenses for post sanction of the plan in this regard including professional fees and supervision charges shall be discharged and paid by the Developer and in this regard the Owner shall have no liability or responsibility.
- 8.7 The Owner shall however have the right to appoint a technical person/supervisor of his own choice and at his own cost to monitor the progress of the work according to sanctioned building plan.
- 8.8 The Developer shall construct, erect and complete the Said Building with all amenities therein within a period of 2½ years (Two and half years) from the date of receipt of the sanctioned plan of the Said Building , with a grace period of 6 months (six months) subject to Force Majeure 'or' any prohibitory order from any court, municipality or any other authority/ authorities and/ or any other act or commission beyond the control of the Developer such as non-availability of cement, steel and other building materials, statutes and ordinances or orders of the Governments.

Manoj K. Das.
Advocate

Binay Behari Pal

Rachmananath Pal

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Dipti Rekha Pal

Bharati Pal

Ritankar Pal

for MALDA PROJECTS (P) LTD.

Kishu K. Dasgupta
Director

- 8.9 The Developer shall at its own costs install and erect in the Said building, pump, water storage tank, overhead reservoir, water and sewage connection, electric connection and all other necessary amenities and facilities.
- 8.10 The Developer is hereby authorized in the name of the Owner to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the Said Building but in no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials.
- 8.11 The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage.
- 8.12 The Developer shall be entitled to advertise in his own name about the development of the Said Land and proposed sale of flats in the buildings to be constructed and to put up Advertisement Board on the property on his own cost.

9. **NON-REFUNDABLE CONSIDERATION**

- 9.1. The Owner Nos. 4 & 5 namely Bharati Pal & Ritankar Pal have proposed the developer that they will jointly get the consideration amount of Rs. 57,50,000/- (Rupees Fifty seven lakhs and fifty thousand only) of their 1/4th share instead of 10% owners allocation in the proposed building of the scheduled property. The consideration amount of Rs. 57,50,000/- (Rupees Fifty seven lakhs and fifty thousand only) payable by the developer to the Owner Nos. 4 & 5 in the following schedule :-
 - (a) Rs. 15,00,000/- (Rupees Fifteen lakhs) only at the time of execution of this agreement.
 - (b) Rs. 12,00,000/- (Rupees Twelve lakhs) only after twelve months from the time of execution of this agreement.
 - (c) Rs. 12,00,000/- (Rupees Twelve lakhs) only after eighteen months from the time of execution of this agreement.
 - (d) Rs. 18,50,000/- (Rupees Eighteen lakhs and fifty thousand) only after Twenty Four months from the time of execution of this agreement.

Syame.
Manoj K. Dasgupta
Advocate

Biman Babari Paul
Bhaskar Prasad
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Dipti Rekha Pal

Bharati Pal
Ritankar Pal

for MALDA PROJECTS (P) LTD.
Kishan K. Bhargava
Director

- 9.2. Separate cheques should be drawn in favor of the Owner Nos. 4 & 5, namely Bharati Pal & Ritankar Pal; each cheque amounting half of the total payable amount.
- 9.3. Post dated cheques should be drawn in favor of the Owner Nos. 4 & 5 namely Bharati Pal & Ritankar Pal; each bearing half of the consideration amount for 9.1.(b), 9.1.(c) and 9.1.(d) at the time of signing of this agreement.
- 9.4. In case of demise of either of the Owner Nos. 4 or 5, before encashment any of his/her cheque drawn by the developer, the developer shall pay the deceased's share to the survivor or draw a fresh cheque in favor of the survivor.

10. DEALING WITH SPACES IN THE NEW BUILDING:

- 10.1 The parties shall be free to deal with their respective allocations in such manner as they may deem fit and proper. For the said purpose the parties shall be entitled to enter into agreements with the transferees on such terms and conditions as they may deem fit and proper.
- 10.2 All agreements for sale and Conveyances of the Developer's Allocation shall be signed by the Developer who has been so authorized by the Owners to do so and the Owners may not be made party to such agreements.
- 10.3 The Developer shall execute and register with the appropriate registering authorities Deeds of Conveyance for transferring of respective allocated constructed areas and other areas of the Said Building as aforesaid unto and in favour of the intending Purchaser(s) and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending Purchaser(s) as the case may be.
- 10.4 It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any areas in the Said Building shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and condition for the use and occupation thereof together with amenities and facilities therein as are stipulated in this agreement or that would be drafted by the Advocates and the parties hereby undertake to each other that neither of them shall deviate from such restrictions stipulations, covenants, terms and conditions.

By me
Sanjay G. Das.
Advocate

Binay Bahari Pal
Benthanavasth.Bini
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Dipati Rakha Pal

Bharati Pal
6 Palankha Pal

for MALDA PROJECTS (P) LTD.
Nishu K. Bhargava
Director

10.5 The parties shall be free to rent out unsold portions from their respective allocations in such manner as they may deem fit and proper and neither party shall have any objection in that regard.

11. **MUNICIPAL TAXES AND OUTGOINGS:**

11.1 All Municipal rates, taxes and outgoings on the said land relating to the period prior to the commencement of this agreement shall be borne, paid and discharged by the Owners and such dues shall be borne and paid by the Owners as and when called upon by the Developer, without raising any objection thereto.

11.2 As from the date of commencement of this agreement of the Said Building, Developer shall be liable for Municipal rates and taxes as also other outgoings in respect of the said land till such time the New building is ready for occupation, after which, the Parties and /or their respective transferees or nominees shall become liable and responsible for payment of Municipal rates and taxes and all other outgoings (collectively Rates) in the ratio of their respective allocations.

12. **POST COMPLETION MAINTENANCE:**

12.1 On completion of the Said Building according to the specifications as annexed herein, the Developer shall, give a notice to the Owner in his respective name. On receipt of such notice the Owner shall within 30 (thirty) days thereafter take over possession of the demarcated units in his allocation.

12.2 The Developer shall not hand over possession of its Allocation and nor shall register Deed of Conveyance to any of its Transferees till expiry of the notice under Clause 12.1 above.

12.3 On and from the date of expiry of the period to be specified in the written notice to be given by the Developer to the Owner (Possession Date), the Parties shall become liable and responsible for the payments of Rates and taxes in the ratio of his respective allocations irrespective of the fact whether actual physical possession was taken or not.

12.4 A scheme shall be framed by the parties herein for the Management and Administration of the Said Building including the portions in common use and

By me:
Manoj K. Das
Advocate

~ Pinau Babbari Pal
Ruchira Sarastri Pal
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Dipti Babbari Pal

Bharati Pal
S. K. Pal

for MALDA PROJECTS (P) LTD.
Kishor K. Bhagat
Director

sharing the expenses of Management, administration and maintenance of amenities in the Said Building including the user thereof and such scheme and any rules and regulations framed under the scheme shall be binding on the occupiers of the Said Building.

12.5 The parties hereby agree to be abided by all the rules and regulations to be framed for the management of the affairs of the Said Building. It is clarified that the Maintenance Charge shall include premium for the insurance of the Said Building, tax for water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments. All maintenance charges shall be fixed only after amicable discussions and not ex-parte.

12.6 The Parties or their respective transferee or transferees shall pay or deposit the following proportionate costs for their allocation:-

- a) All costs and deposits for obtaining electricity connection(s).
- b) Proportionate costs for LT connection charges, switchgear, cables and allied installations.

12.7 The Parties and respective nominees/transferees shall punctually and regularly pay the Rates and taxes for their respective allocations to the concerned authorities and the parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.

13. **COMMON RESTRICTIONS:**

13.1 The Owner' Allocation and Developer's Allocation in the Said Building shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the Said Building, which shall include the following:

- (a) No occupant of the Said Building shall use or permit to be used his spaces or any portion thereof for any obnoxious, illegal and immoral

Manoj G. Das.
Advocate

Binay Chakraborty Paul
Bhattacharya Paul
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Binay Paul
Bhattacharya Paul

for MALDA PROJECTS (P) LTD.
Kishu K. Chakraborty
Director

trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the Said Building.

- (b) No occupant of the Said Building shall demolish or permit demolition of any wall or other structure in his respective spaces or any portions, major or minor, without the written consent of developer.
- (c) No occupant of the Said Building shall transfer or permit transfer of his spaces or any portion thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed transferee gives a written undertaking to the effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the concerned space.
- (d) All occupants of the Said Building shall be abided by all laws, bye-laws, rules and regulation of the Government and local bodies and shall attend to, answer and be responsible for any deviation, violation and/or breach of any of the such laws, bye-laws, rules and regulations.
- (e) All occupants of the Said Building shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of his respective spaces in good working condition and repair and in particular so as not to cause any damage to the Said Building or any other space or accommodations therein and shall keep the other occupiers of the Said Building indemnified from and against the consequences of any breach.
- (f) No occupant of the Said Building shall do or cause or permit to be done any act or thing which may render void or voidable any insurance of the Said Building or any part thereof and shall keep the other occupiers of the Said Building harmless and indemnified from and against the consequences of any breach.
- (g) No occupant of the Said Building shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the Said building and no hindrance shall be caused in any manner in the free movement and use of the

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Advocate

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Rachana Sengupta

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Bhazali Pal

Pankaj Pal

for MALDA PROJECTS (P) LTD.

Mishra Ko. Bhargava
Director

corridors and other places for common use and enjoyment in the Said Building.

(h) No occupant of the Said Building shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the Said Building or in the compound, corridors or any other portion or portions of the Said Building in response to "SWACHH BHARAT" or "Nirmal Bangla" campaign.

13.2 It is agreed between the parties that Developer shall frame a scheme for the management and administration of the Said Building till it is made over to the Association and thereafter the same shall be framed by the Association and all the occupiers of the building shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the Said Building.

14. OBLIGATIONS OF DEVELOPER:

14.1 Execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies.

14.2 The Developer shall be responsible for planning, designing development and construction of the Said Building with the help of professional bodies, contractors, etc, and shall incur all costs, charges and expenses thereof.

14.3 The Developer has assured the Owner that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default. It is confirmed by the Developer that the entire construction shall be in accordance with the sanctioned building plan to be sanctioned by the English Bazar Municipal Corporation and in case of any deviation and/or any complication the Developer shall be solely responsible and liable for the same.

14.4 The Developer shall construct the Said building at its own cost and responsibility. Developer shall alone be responsible and liable to Government, Municipality and other concerned authorities and to the occupants/purchasers of spaces and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify the Owner

Maurice G. Das.
Advocate

Bina Bhusari Paul

Bhadrakant Bhusari Paul

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Dipti Rekha Paul

Bharati Paul
Bharati Paul

for MALDA PROJECTS (P) LTD.
Kishor K. Bhargava
Director

against any claims, loss or damages for any default or failure or breach on the part of Developer.

- 14.5 All tax liabilities in relation to the development, shall be paid by the Developer. All taxes as may be payable on account of allocation of the owner' allocation by developer to the owner shall however be paid by the owner.
- 14.6 The Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions of the laws and rules applicable to construction of the Said Building.
- 14.7 The Developer hereby agrees and covenants with the Owner not to do any act deed or thing whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owner' Allocation.
- 14.8 The Developer hereby agrees and covenants with the Owner not to construct erect or rent to any telecommunication company for installation of any mobile towers or alike services on the ultimate roof of the said building, provided however, the Developer and the Owner shall be permitted to install or erect V-Sat antenna on the ultimate roof of the said building.
- 14.9 All out of pocket expenses of and incidental to this Agreement including the expenses for the Development Power of Attorney and other documents and writings including stamp duty and registration charges shall be borne and paid by the Developer alone.
- 14.10 The DEVELOPER shall thereafter but before any action is taken for demolition of the existing building provide the Owner with alternative accommodation and the Developer will bear the rental charges of Rs. 10,000/- (Rupees ten thousand only) per month for that accommodation and yearly increase of the rent, if any, till handed over their allocation.

15. OBLIGATIONS OF THE OWNER:

- 15.1 The Owner undertake to fully co-operate with Developer for obtaining all permissions required for development of the Said Land.

By me.
Manoj K. Das.
Advocate

Binay Chakraborty
Rachnasankar Das
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Dipti Rakha Pal

Harati Pal
Rachnasankar Das

for MALDA PROJECTS (P) LTD.
K. S. Das
Director

- 15.2 The Owner would hand over vacant possession, as is where is basis, of the Said Land to the Developer and entrust the work and the right to develop the Said Land mentioned in schedule below.
- 15.3 The Owner hereby give license and permission to the Developer to enter upon the Said Land mentioned in schedule below with full right and authority with men and material to commence carry on and complete development and construction thereon of the G+6 storied building in accordance with the sanctioned plans to be submitted to the English Bazar Municipality.
- 15.4 The Owner undertake to act in good faith towards Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 15.5 The Owner shall provide Developer with any and all documentation and information relating to the Said Land as may be required by the Developer from time to time.
- 15.6 The Owner shall not do any act, deed or thing whereby Developer may be prevented from discharging its functions under this Agreement.
- 15.7 The Owner hereby covenant not to cause any interference or hindrance in the construction of the Said building.
- 15.8 The Owner hereby covenant not to let out, grant lease, mortgage and/or charge the Said Land or any portions thereof save in the manner envisaged by this Agreement.
- 15.9 The Owner further declare that he has not done any act, thing, deed or matter whereby or by reason whereof the development and construction of the said property and/or buildings may be affected or prevented in any manner whatsoever and that he undertakes to remove any possible impediment to the implementation of these presents, if the same is within his power and control.
- 15.10 The Owner agrees to pay all municipal rates, taxes and other outgoing in respect of the Said Land till the date of execution this agreement and the Developer shall pay and bear all municipal rates, taxes and other outgoing after the date of this agreement.

by me
Manoj Kumar Das
Advocate

✓ Binay Behari Paul
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Dipti Rakha Paul

Bhaurati Pal
Dipti Rakha Paul

for MALDA PROJECTS (P) LTD.

Kishu K. Debbarma
Director

- 15.11 The Owner shall be obliged to handover to the Developer all original documents, including title deeds, record of rights, tax receipt and other related documents of the Said Land at or before execution of this agreement for the purpose of inspection of the same by the Developer.
- 15.12 In case of death of any of the Owner or Owners during the pendency of this agreement, his respective heirs, executors, administrators, legal representatives, and assigns shall be bound by the terms and conditions of this agreement.
- 15.13 That the DEVELOPER may include the other owners property which is adjacent to the present owners property in this project after amalgamating the holdings from the English Bazar Municipality for the betterment of the project, if possible.

16 **INDEMNITY:**

- 16.1 Developer shall indemnify and keep the Owner saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the Said Building and those resulting from breach of this Agreement by Developer.
- 16.2 The Owner shall indemnify and keep Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by Developer in the course of implementing the Project including marketing thereof and in relation thereto or for any breach of any contract by the Developer or violation of any permission, rules, regulations or bye-laws or arising out of any accident or otherwise for any successful claim by any third party for any defect in title of the Said land or any of his Representations and the warranties being incorrect.

17. **MISCELLANEOUS:**

- 17.1 The Agreement entered into by and between the parties herein is and shall be on principal to principal basis.

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Mansib Goswami
Advocate

Bine Babari Paul

Bhadrachandran Paul

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Dipti Rakha Paul

Bhadrachandran Paul

Bhadrachandran Paul

for MALDA PROJECTS (P) LTD.

Kishore Paul
Director

- 17.2 The Owner and Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 17.3 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute a joint venture or association of persons.
- 17.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 17.5 The Developer shall get financial assistance from any Nationalized Bank or other recognized Financial Institution for this project, submitting/mortgaging the related documents i.e. Title Deed, R.O.R. etc. of the below schedule property for which owner will have no objection. However, owner will not be liable for repayment of loan in manner whatsoever.
- 17.6 All benefits under the Income Tax Act for such borrowings made by Developer would be available to the Developer and it would be entitled to claim all such benefits.
- 17.7 It is understood that from time to time to facilitate the uninterrupted construction of the Said Building by Developer, various deeds, matters and things not herein specified may be required to be done by Developer and for which Developer may need authority of the Owner. Further, various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by Developer for the purpose and the Owner also undertake to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owner and/or go against the spirit of this Agreement.
- 17.8 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 17.9 The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of Developer's Allocation and Developer shall be liable to make payment of the same and keep the Owner indemnified against all

Manoj G. Das.
Advocate

Bina Babari Paul

Pratibha Paul

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Bhadrachal Paul
Pratibha Paul

for MALDA PROJECTS (P) LTD.

Kishu K. Chhugtai
Director

actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of Developer's allocation. Similarly Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owner' Allocation and the Owner shall be liable to make payment of the same and keep Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owner' allocation.

17.10 The name of the project and the building shall be decided by the Owner and Developer mutually.

18. DEFAULTS:

18.1 In the event of any default on the part of any of the parties, the other parties or any of them shall be entitled to serve notice of default on the others and the party in default, shall be entitled to rectify such default within a period of 30 days from the date of receipt of such notice.

19. FORCE MAJEURE:

19.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

19.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the

Signature
Manoj K. Das.
Advocate

✓ Ginen Behari Paul

Ratnaoostri Paul

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Dipti Rakha Paul

Bhaskari Paul

Pratima Paul

for MALDA PROJECTS (P) LTD.

Misha K. Dasgupta

Director

cessation, as is necessary for that Party, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. Neither the Owner nor Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Indenture for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

19.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof and 7 days thereafter.

19.4 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

20. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

21. **AMENDMENT/MODIFICATION:**

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties and expressly referring to the relevant provision of this Agreement.

22. **NOTICE:**

(i) All notices, documents shall deemed to have been properly served upon one party hereto by the other if such notices, documents etc are delivered by hand or by registered mail or sent by electronic mail or facsimile supported and confirmed by registered mail to the last known address of the parties.

My me.
Manoj K. Das,
Advocate

Amal Behari Pal

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Dipti Rakha Pal

Bharoni Pal
Rakha Pal

for MALDA PROJECTS (P) LTD.

Kishu K. Bhargava

Director

Communication sent by electronic mail or facsimile shall be deemed to have been served immediately on being sent.

- (ii) All notices required and permitted under the provisions of this Deed of Agreement or by law to be served upon or to be given to a Party hereto by any other Party hereto shall be in English and shall be deemed duly served or given;

23. **SPECIFIC PERFORMANCE:**

In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage costs and expenses caused due to such breach.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(SAID LAND)

ALL THAT the piece and parcel of land containing an area of 19 decimal i.e. 11.50 cottahs be the same a little more or less lying situate within District Malda, P.S.-English Bazar, Mouza-Pirojpur, J.L. No.69, C.S. Khatian No. 328 (Three hundred twenty eight), R.S. Khatian No. 799 (Seven hundred ninety nine), L.R. Khatian No. 4333 (Four thousand three hundred thirty three), 4334 (Four thousand three hundred thirty four), 2812 (Two thousand eight hundred twelve) & 3245 (Three thousand two hundred forty five), Old Plot No. 917 (Nine hundred seventeen), L.R. Plot No. 6141 (Six thousand one hundred forty one), Classification- Bastu, within English Bazar Municipality, under ward No.05, Singatala, Holding No. 60/207/33 and butted and bounded in the following manner:-

ON THE NORTH : House of Sanat Dutta & Others
ON THE SOUTH : Municipal Road
ON THE EAST : Municipal Lane
ON THE WEST : Panchali Apartment

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Owner Allocation)

shall mean the remaining portion i.e. 30% each floor of the proposed Building

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Manoj K. Das
Advocate

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Dipti Rakha Paul

Bhrookha Paul
6/10/2019 6/10/19

for MALDA PROJECTS (P) LTD.
Kishan K. Das
Director

[Which includes 20% of the super built-up area for use of common area] to be constructed on the land mentioned in 'First' Schedule of property together with proportionate share of stair, and common service areas and common passages with lift facility and also together with undivided proportionate share of the underneath land.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Developer's Allocation)

shall mean the remaining portion i.e. 70% each floor of the proposed Building. [Which includes 20% of the super built-up area for use of common area) to be constructed on the land mentioned in First Schedule of property together with proportionate share of stair, and common service areas and common passages with lift facility and also together with undivided proportionate share of the underneath land.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

BUILDING	:	RCC Structure.
EXTERNAL FINISH	:	ACE Paints / Asian Paints
STAIRCASES	:	Two Staircases with M.S. Steel railing.
INTERIOR WALLS	:	Wall Putty and primer
FLOORING	:	Vitrified Tiles.
KITCHEN	:	Marble / Granite Table Top with Racks.
BATHROOM	:	Non Skid Ceramic Tiles.
WINDOWS	:	Anodized Aluminum Windows.
DOORS	:	Flash Door with wooden frame (Sal / teak)

Manoj K. Das.
Advocate

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Biman Behari Paul
Bhadracharan Paul
Dipti Rekha Paul
Bhadrati Paul
Pratim Paul

for MALDA PROJECTS (P) LTD.
Kishu Kr. Bhargava
Director

ELECTRICALS: Fire proof wire following concealed wiring from main PDB to respective consumers' DBs via Electric meters including distribution to all consuming points

FIRE FIGHTING: Fire hydrant shall be laid at all strategic locations covering each and every floors of the building equipped with pre-requisite equipment (Pumps, pressurized tank etc) and handling arrangement (valves, Hoses, key etc) along with portable fire extinguishers as per norms enforced and amended for multistoried building

COMMON FACILITIES: Water Supply, Common area sweeping, common area lighting, Security Guard etc.

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

WITNESSES:

1. Gopal ch. Ghosh
s/o. Biswanath Ghosh
VILL+PO. Sovanagar
P.S.- English Bazar
Dist. Malda.

(Signature Owner / 1st party)

Biman Behari Paul
Bhadracharan Paul
Dipti Rekha Paul
Bhadrati Paul
Pratim Paul

2. Bhaskar Paul
s/o Biman Behari Paul
Singatala Near Park.
Malda - 732101

(Signature Developer / 2nd party)

for MALDA PROJECTS (P) LTD.
Kishu Kr. Bhargava
Director

Drafted By : Manoj Kr. Das

Manoj Kr. Das

Advocate, Malda.

17.3.2018

Enrolment No. F-911/790/03

SPECIMEN FORM FOR TEN FINGER PRINTS

 Binay Behari Paul	Left Hand	Little finger	Ring finger	Middle finger	Fore finger	Thumb
	    					
Right Hand	Thumb	Fore finger	Middle finger	Ring finger	Little finger	
	    					

Binay Behari Paul
 sign.....

 Binay Behari Paul	Left Hand	Little finger	Ring finger	Middle finger	Fore finger	Thumb
	    					
Right Hand	Thumb	Fore finger	Middle finger	Ring finger	Little finger	
	    					

Binay Behari Paul
 sign.....

 Dipti Rakha Paul	Left Hand	Little finger	Ring finger	Middle finger	Fore finger	Thumb
	    					
Right Hand	Thumb	Fore finger	Middle finger	Ring finger	Little finger	
	    					

Dipti Rakha Paul
 sign.....

 Bhavati Paul	Left Hand	Little finger	Ring finger	Middle finger	Fore finger	Thumb
	    					
Right Hand	Thumb	Fore finger	Middle finger	Ring finger	Little finger	
	    					

Bhavati Paul
 sign.....

SPECIMEN FORM FOR TEN FINGER PRINTS

 <i>Ritesh Kumar Pal</i> sign.....	Left Hand	Little finger	Ring finger	Middle finger	Fore finger	Thumb
	Right Hand	Thumb	Fore finger	Middle finger	Ring finger	Little finger

 <i>Kishan Kumar</i> sign.....	Left Hand	Little finger	Ring finger	Middle finger	Fore finger	Thumb
	Right Hand	Thumb	Fore finger	Middle finger	Ring finger	Little finger

PHOTO sign.....	Left Hand	Little finger	Ring finger	Middle finger	Fore finger	Thumb
	Right Hand	Thumb	Fore finger	Middle finger	Ring finger	Little finger

PHOTO sign.....	Left Hand	Little finger	Ring finger	Middle finger	Fore finger	Thumb
	Right Hand	Thumb	Fore finger	Middle finger	Ring finger	Little finger






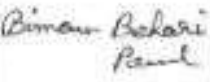





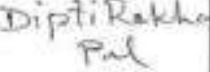
Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE D.S.R. MALDA, District Name :Malda

Signature / LTI Sheet of Query No/Year 09011000074177/2018

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

Sl No.	Name of the Executant	Category		Finger Print	Signature with date
1	Mr Biman Behari Paul Tarubala Sarani, P.O.- Malda. P.S.- English Bazar, District-Malda, West Bengal, India, PIN - 732101	Land Lord			
2	Mr Partha Sarathi Paul Koyla Vihar Vasundhara, Flat No. C 204, Block 2, V. P.O.- O, P.S.- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700052	Land Lord			
3	Mrs Dipti Rekha Pal Subham Apartment, Flat No-B 701 Sector 22, Plot N, P.O.- Pochanpur, P.S.- Dwarka North, District-South West, Delhi, India, PIN - 110077	Land Lord			

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mrs BHARATI PAL 5/8 Satyen Park, Ashirbad Apartment, Kolkata, P.O - Joka, P.S.- Thakurpukur, District- South 24-Parganas, West Bengal, India, PIN - 700104	Land Lord			Bharati Pal
5	Mr Ritankar Pal 5/8 Satyen Park, Ashirbad Apartment, Kolkata, P.O - Joka, P.S.- Thakurpukur, District- South 24-Parganas, West Bengal, India, PIN - 700104	Land Lord			Ritankar Pal
6	Shri Kishor Kumar Bhagat 52/69 Rabindra Avenue, P.O.- Malda, P.S.- English Bazar, District.-Malda, West Bengal, India, PIN - 732201	Representative of Developer [M/ S Malda Projects Private Limited]			Kishor K. Bhagat

Sl No.	Name and Address of Identifier	Identifier of	Signature with date
1	Mr Gopal Ch Ghosh Son of Mr Biswanath Ghosh Sovanagar, P.O - Sovanagar, P.S - English Bazar, District - Malda, West Bengal, India, PIN - 732209.	Mr Biman Behari Paul, Mr Partha Sarathi Paul, Mrs Dipti Rekha Pal, Mrs BHARATI PAL, Mr Ritankar Pal, Shri Kishor Kumar Bhagat	Gopal Ch. Ghosh 17/03/18

(Rezaul Haque)
DISTRICT SUB-
REGISTRAR
OFFICE OF THE D.S.R.
MALDA
Malda, West Bengal

Major Information of the Deed

Deed No :	I-0901-03971/2018	Date of Registration	21/03/2018
Query No / Year	0901-1000074177/2018	Office where deed is registered	
Query Date	09/03/2018 5:21:06 PM	D.S.R. MALDA, District: Malda	
Applicant Name, Address & Other Details	Manoj Kumar Das Malda, Thana : English Bazar, District : Malda, WEST BENGAL, PIN - 732101, Mobile No. : 9333775025, Status : Advocate		
Transaction	Additional: Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 57,50,000/-]		
Set Forth value	Market Value		
Rs. 50,000/-	Rs. 1,62,45,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,011/- (Article:48(g))	Rs. 57,546/- (Article:E, E, B, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Malda, P.S.- English Bazar, Municipality: ENGLISH BAZAR, Road: Singatala Road, Mouza: Pirojpur, Holding No:60/207/33

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-6141	LR-4333	Bastu	Bastu	19 Dec	50,000/-	1,62,45,000/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
Grand Total :					19Dec	50,000 /-	162,45,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Biman Behari Paul (Presentant) Son of Late Bhubaneswar Paul Tarubala Sarani, P.O:- Malda, P.S:- English Bazar, District:-Malda, West Bengal, India, PIN - 732101 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.: ASDPP3939J, Status :Individual, Executed by: Self, Date of Execution: 17/03/2018 , Admitted by: Self, Date of Admission: 17/03/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/03/2018 , Admitted by: Self, Date of Admission: 17/03/2018 ,Place : Pvt. Residence
2	Mr Partha Sarathi Paul Son of Late Bhubaneswar Paul Koyla Vihar Vasundhara, Flat No. C 204, Block 2, V, P.O:- O, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700052 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.: ABOPP4401B, Status :Individual, Executed by: Self, Date of Execution: 17/03/2018 , Admitted by: Self, Date of Admission: 17/03/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/03/2018 , Admitted by: Self, Date of Admission: 17/03/2018 ,Place : Pvt. Residence

Major Information of the Deed :- I-0901-03971/2018-21/03/2018

3	Mrs Dipti Rekha Pal Wife of Mr Debojyoti Pal Subham Apartment, Flat No. B 701 Sector 22, Plot N, P.O:- Pochanpur, P.S:- Dwarka North, District:-South West, Delhi, India, PIN - 110077 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ASCPP6903B, Status :Individual, Executed by: Self, Date of Execution: 17/03/2018 , Admitted by: Self, Date of Admission: 17/03/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/03/2018 , Admitted by: Self, Date of Admission: 17/03/2018 ,Place : Pvt. Residence
4	Mrs BHARATI PAL Wife of Late Dr Basanta Behari Pal 5/6 Satyen Park, Ashirbad Apartment, Kolkata, P.O:- Joka, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ANJPP3982C, Status :Individual, Executed by: Self, Date of Execution: 17/03/2018 , Admitted by: Self, Date of Admission: 17/03/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/03/2018 , Admitted by: Self, Date of Admission: 17/03/2018 ,Place : Pvt. Residence
5	Mr Ritankar Pal Son of Late Dr Basanta Behari Pal 5/6 Satyen Park, Ashirbad Apartment, Kolkata P.O:- Joka, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:- AMGPP5836P, Status :Individual, Executed by: Self, Date of Execution: 17/03/2018 , Admitted by: Self, Date of Admission: 17/03/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/03/2018 , Admitted by: Self, Date of Admission: 17/03/2018 ,Place : Pvt. Residence

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	M/ S Malda Projects Private Limited 52/69 Rabindra Avenue, P.O:- Malda, P.S:- English Bazar, District:-Malda, West Bengal, India, PIN - 732201 , PAN No.:: AADCM8220C, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Shri Kishor Kumar Bhagat Son of Late Sulal Ram Bhagat 52/69 Rabindra Avenue, P.O:- Malda, P.S:- English Bazar, District:-Malda, West Bengal, India, PIN - 732201, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : M/ S Malda Projects Private Limited (as Representative)

Identifier Details :

Name & address	
Mr Gopal Ch Ghosh Son of Mr Biswanath Ghosh Sovanagar, P.O:- Sovanagar, P.S:- English Bazar, District:-Malda, West Bengal, India, PIN - 732209, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Identifier Of Mr Biman Behari Paul, Mr Partha Sarathi Paul, Mrs Dipti Rekha Pal, Mrs BHARATI PAL, Mr Ritankar Pal, Shri Kishor Kumar Bhagat	

Major Information of the Deed :- I-0901-03971/2018-21/03/2018

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Biman Behari Paul	M/ S Malda Projects Private Limited-4.75 Dec
2	Mr Partha Sarathi Paul	M/ S Malda Projects Private Limited-4.75 Dec
3	Mrs Dipti Rekha Pal	M/ S Malda Projects Private Limited-4.75 Dec
4	Mrs BHARATI PAL	M/ S Malda Projects Private Limited-2.375 Dec
5	Mr Ritankar Pal	M/ S Malda Projects Private Limited-2.375 Dec

Land Details as per Land Record

District: Malda, P.S:- English Bazar, Municipality: ENGLISH BAZAR, Road: Singatala Road, Mouza: Pirojpur, Holding No:60/207/33

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 6141(Corresponding RS Plot No:- 6141), LR Khatian No:- 4333	Owner:বিসাল বিহারী পাল, Gurdian:মৃত জুবলেশ্বর পাল, Address:তরু বালা সেন ফরসী, Classification:বাড়, Area:0.04750000 Acre,

Endorsement For Deed Number : I - 090103971 / 2018**On 09-03-2018****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 1,62,45,000/-



Rezaul Haque
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. MALDA
Malda, West Bengal

On 17-03-2018**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 15:37 hrs on 17-03-2018, at the Private residence by Mr Biman Behari Paul , one of the Executants.

Major Information of the Deed :- I-0901-03971/2018-21/03/2018

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

Execution is admitted on 17/03/2018 by 1. Mr Biman Behari Paul, Son of Late Bhubaneswar Paul, Tarubala Sarani, P.O: Malda, Thana: English Bazar, , Malda, WEST BENGAL, India, PIN - 732101, by caste Hindu, by Profession Others, 2. Mr Partha Sarathi Paul, Son of Late Bhubaneswar Paul, Koyla Vihar Vasundhara, Flat No. C 204, Block 2, V, P.O: O, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700052, by caste Hindu, by Profession Others, 3. Mrs Dipti Rekha Pal, Wife of Mr Debojyoti Pal, Subham Apartment, Flat No. B 701 Sector 22, Plot N, P.O: Pochanpur, Thana: Dwarka North, , South West, DELHI, India, PIN - 110077, by caste Hindu, by Profession House wife, 4. Mrs BHARATI PAL, Wife of Late Dr Basanta Behari Pal, 5/6 Satyen Park, Ashirbad Apartment, Kolkata, P.O: Joka, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700104, by caste Hindu, by Profession House wife, 5. Mr Ritankar Pal, Son of Late Dr Basanta Behari Pal, 5/6 Satyen Park, Ashirbad Apartment, Kolkata, P.O: Joka, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700104, by caste Hindu, by Profession Others

Identified by Mr Gopal Ch Ghosh, , Son of Mr Biswanath Ghosh, Sovanagar, P.O: Sovanagar, Thana: English Bazar, , Malda, WEST BENGAL, India, PIN - 732209, by caste Hindu, by profession Business

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

Execution is admitted on 17-03-2018 by Shri Kishor Kumar Bhagat, Representative, M/ S Malda Projects Private Limited (Public Limited Company), 52/69 Rabindra Avenue, P.O:- Malda, P.S:- English Bazar, District -Malda, West Bengal, India, PIN - 732201

Identified by Mr Gopal Ch Ghosh, , Son of Mr Biswanath Ghosh, Sovanagar, P.O: Sovanagar, Thana: English Bazar, , Malda, WEST BENGAL, India, PIN - 732209, by caste Hindu, by profession Business



Rezaul Haque
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. MALDA
Malda, West Bengal

On 21-03-2018**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 57,546/- (B = Rs 57,500/- ,E = Rs 14/- ,H = Rs 28/- M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 57,546/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/03/2018 3:36PM with Govt. Ref. No: 192017180202153061 on 21-03-2018, Amount Rs: 57,546/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 293836254 on 21-03-2018, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-0901-03971/2018-21/03/2018

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,011/- and Stamp Duty paid by Stamp Rs 5,000/- by online = Rs 35,011/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 802, Amount: Rs.5,000/-, Date of Purchase: 15/03/2018, Vendor name: Manoranjan Podder

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/03/2018 3:36PM with Govt. Ref. No: 192017180202153061 on 21-03-2018, Amount Rs: 35,011/-, Bank: AXIS Bank (UTIB0000005), Ref. No: 293836254 on 21-03-2018, Head of Account 0030-02-103-003-02

R. Haque

Rezaul Haque
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. MALDA
Malda, West Bengal

Major Information of the Deed :- I-0901-03971/2018-21/03/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0901-2018, Page from 55277 to 55315

being No 090103971 for the year 2018.



Digitally signed by REZAUL HIUQ
Date: 2018.03.22 00:06:50 +05:30
Reason: Digital Signing of Deed.

R. Haque

(Rezaul Haque) 22-03-2018 0:06:05

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. MALDA

West Bengal.

(This document is digitally signed.)