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## পশ্চিমবঙ্গ পশ্চিম বংশাল WEST BENGAL

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

Addl. Dist. Sub-Regis.  
Sadar Mafda.

2 APR 2024

DEVELOPMENT/CONSTRUCTION AGREEMENT BETWEEN THE  
LANDLORDS & THE PROMOTER-CUM-DEVELOPER.

THIS DEED OF DEVELOPMENT AGREEMENT is made on this 23<sup>rd</sup> day of April, 2024

- in BETWEEN -

1. ARINDAM DEV, by Occupation- Business, PAN No. ADFPD1492H, S/o Late Arabinda Dev resident of Manik Jha Sarani Lane, P.S. English Bazar, P.O. & Dist. Malda, PIN-732101, West Bengal. 2. ANUPAM BASAK, by Occupation- Business, PAN No. ADRPB7739D S/o Late Gobinda Chandra Basak, and 3. PIALI BASAK, by Occupation- Business, PAN No. AFJPB4102Q W/o. Anupan Basak, No. 2 & 3 are residents of Manaskamana Road, P.S. English Bazar, P.O. & Dist. Malda, PIN-732101, West Bengal all are by Caste Hindu, by Nationality : Indian, hereinafter referred to as the LAND OWNERS/FIRST PARTIES (which terms shall unless contrary or repugnant to be context mean and include their legal heirs, executors, administrators and assignees) of the FIRST PART.

Contd Page...2

*Postage  
of  
S. S.  
10c*

*Binod Agarwala*

*Anupam Basak*

BITTHAL DEVELOPERS PVT LTD  
DIRECTOR  
*Binod Agarwala*

Bitthal Developers Pvt. Ltd. Represented  
by the Director- Binod Agarwala himself  
and on behalf of Director Smt. Rekha  
Agarwala by virtue of Power of Attorney

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**"BITTHAL DEVELOPERS PVT. LTD."** PAN No. AACFCB1117R (a Company Registered under the Companies Act, 1956) having registered office at Vivekananda Pally, N.H.-34 within P.S. English Bazar, Dist. Malda (WB), Represented by its Directors (1) SRI BINOD AGARWALA, PAN No. ACKPA4685K, S/o. Late Gouri Shankar Agarwala and on behalf of another Director namely SMT. REKHA AGARWALA PAN. No. AETPA7991P, W/o. Binod Agarwala, by virtue of registered Power of Attorney bearing Deed No. IV-42 dtd. 11.02.2022 registered in the Office of D.S.R. Malda, both are residents of Vivekananda Pally, N.H.-34 within P.S. English Bazar, Dist. Malda-732101 (WB), both are by Faith-Hindu, by Occupation- Business, Nationality : Indian hereinafter referred to as PROMOTER-CUM-DEVELOPER as well as SECOND PARTY [which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs Representatives, successors in interest, Administrators, legal representatives and assigns] of the SECOND PART.

AND

a. **PARTIES TO THE CONTRACT** : Land Owners - ARINDAM DEV, S/o Late Arabinda Dev 2. Anupam Basak, S/o Late Gobinda Chandra Basak, and 3. PIALI BASAK, W/o. Anupan Basak, and Promoter-Cum Developer- Bitthal Developers Pvt. Ltd Represented by its Directors 1. Sri Binod Agarwala, S/o. Late Gouri Shankar Agarwala & 2. Smt. Rekha Agarwala W/o. Binod Agarwala.

b. **DEVOLUTION OF TITLE OF THE PROPERTY** :

WHEREAS ALL THAT piece or parcel of land admeasuring about 37.00 decimals of RS Plot No. 1024 under Mouza- Kutubpur-Fulbari, J.L. No. 64 within P.S. English Bazar, Dist. Malda previously owned by Sunil Chandra Bhowmik and he purchased the said property in the year 1947 through registered sale deed bearing No. I-5633 dtd. 03.12.1947 registered in the office of DSR, Malda.

3  
date  
Road

By Endorsement

Agarkar  
Bibi Basak

BITHAL DEVELOPERS PVT LTD  
Ward No. 10

DIRECTOR  
Bithal Developers Pvt. Ltd. Represented  
by the Director- Bindu Agarwala himself  
and on behalf of Director Smt. Rekha  
Agarwala by virtue of Power of Attorney

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During possessing the said property Sunil Chandra Bhowmik transferred 37.00 decimals of RS Plot No. 1024 under Mouza-Kutubpur-Fulbari, J.L. No. 64 within P.S. English Bazar, Dist. Malda in favour of Smt. Suniti Rani Devi W/o Brojendra Kumar Acharya through Registered Sale Deed bearing Deed No.I-8076 dtd. 28.07.1954 registered in the office of DSR, Malda.

Thereafter, Smt. Suniti Rani Devi executed a registered deed of Disclaimer pertaining to 18.50 decimals of property on the southern side out of 37.00 decimals of RS Plot No. 1024 under Mouza-Kutubpur-Fulbari in favour of her husband, Brojendra Kumar Acharya through Registered Deed of Disclaimer vide No. I-1643, dated 20.02.1958, registered in the office of DSR, Malda.

During the peaceful enjoyment of 18.50 decimals each, both Smt. Suniti Rani Devi and her husband Brojendra Kumar Acharya decided to alienate 0.0649 decimal each from their respective 18.50 decimals. This was done to facilitate the extension of the Municipal Road and Drainage space. After this alienation, each of them retained 17.851 decimals of the property.

Subsequently Smt. Suniti Rani Devi died leaving behind Brojendra Kumar Acharya as husband, two sons namely Paritosh Kumar Acharya & Santosh Kumar Acharya and one daughter named Ratna Bhaduri as her legal heirs and successors. And each of them inherited  $\frac{1}{4}$  share of land measuring about 4.462 decimals out of 17.851 decimals. In this way Brojendra Kumar Acharya inherited  $\frac{1}{4}$  share of land i.e. 4.462 decimals and 17.851 decimals by deed No. I-1643 dtd. 20.02.1958 i.e. total 22.313 decimals in respect of the property of RS Plot No. 1024 under Mouza- Kutubpur-Fulbari within P.S. English Bazar, Dist. Malda.

Thereafter Brojendra Kumar Acharya transferred 11.40 decimals out of 22.313 decimals in favour of his son named Paritosh Kumar Acharya through registered Gift deed bearing No. I -13088 dtd. 30.12.1983 registered in the office of ADSR, Malda.

DIPULAS  
A.R.  
Road  
Malda

*Binod Agarwala*

*Book  
Bali Book*

Page No. 4

BITTHAL DEVELOPERS PVT LTD  
DIRECTOR  
*Binod Agarwala*

Bitthal Developers Pvt. Ltd. Represented  
by the Director Binod Agarwala himself  
and on behalf of Director Smt. Rekha  
Agarwala by virtue of Power of Attorney

In this way, Paritosh Kumar Acharya inherited 4.462 decimals from his deceased mother and received 11.40 decimals through Gift Deed No. 1-13088 dated 30.12.1983, making a total of 15.862 decimals. However, he only obtained actual physical possession during the KB Stage (Khanapuri Bujharat), which was 14.41 decimals. This possession was officially recorded in his name under Khatian No. 1459 (P-70).

Afterwards, Paritosh Kumar Acharya sold 2.47 decimals out of his 14.41 decimals of L.R. Plot No. 61, R.S. Plot No. 1024, under Mauza-Kutubpur-Fulbari, J.L. No. 64 within P.S. English Bazar, Dist. Malda in favour of Mitali Das, wife of Subhendu Das through registered sale deed No. I-8301 dtd. 29.07.2013 registered in the office of ADSR, Sadar Dist. Malda entered in Book No. 1, CD Vol. No. 25, Page from 3328 to 3338. It should be noted that during the L. R. Operation, the R.S. Plot No. 1024 was converted into L.R. Plot No. 61.

Thereafter, Mitali Das recorded her name in L.R. Khatian with an area of 2.47 decimals of L.R. Plot No. 61, R.S. Plot No. 1024, under Mauza-Kutubpur-Fulbari, J.L. No. 64 within P.S. English Bazar, Dist. Malda known as L.R. Khatian No. 4006.

Subsequently, Mitali Das sold the aforementioned property, measuring approximately 2.47 decimals, located at L.R. Plot No. 61, R.S. Plot No. 1024, under Mauza : Kutubpur-Fulbari, J.L. No. 64, within P.S. English Bazar, Dist. Malda, in favour of ARINDAM DEV, Anupam Basak, and PIALI BASAK, through registered sale deed No. I-1666 dated 07.02.2024, registered in the office of ADSR, Sadar, Dist. Malda, entered in Book No. 1, CD Vol. No. 0902-2024, Pages 55153 to 55165, specifying the land area as approximately 1.23 decimals for ARINDAM DEV, 0.61 decimals for Anupam Basak, and 0.61 decimals for PIALI BASAK. Subsequently, they each recorded their respective shares of the land in the finally published L.R. Khatian No. 5623, No. 5641, and No. 5643. The land details are outlined in Schedule A below.

Brinsoon Dev

Arindam Dev  
Anupam Basak

BITTHAL DEVELOPERS PVT. LTD.

Director

Bitthal Developers Pvt. Ltd. Represented  
by the Director- Binod Agarwala himself  
and on behalf of Director Smt. Rekha  
Agarwala by virtue of Power of Attorney

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According to the records of the English Bazar Municipality, it is noted that the said property is currently mutated in the name of Brajendra Kumar Acharya and is designated as Holding No. 39/54/280 under Word No. 14 within P.S. English Bazar, Dist. Malda.

**C. ABSOLUTE JOINT OWNERSHIP OF AMBORISH ACHARYA & SANGITA ACHARYA AND NON ENCUMBRANCE :**

WHEREAS said land is jointly owned by ARINDAM DEV, Anupam Basak, and PIALI BASAK measuring about 2.47 decimals of RS Plot No. 1024, L.R. Plot No. 61, L.R. Khatian No. 5623, No. 5641, and No. 5643, under Mouza- Kutubpur-Fulbari, J.L. No. 64 within P.S. English Bazar, Dist. Malda presently stands with Holding No. 39/54/280 under Word No. 14 within P.S. & Municipality : English Bazar, Dist. Malda which is free from all encumbrance and the Land Owners acquired the said property with absolute, right, title and interest And it was also found that the said property is recorded as "Bastu" and the said property has not been sold / transferred, lien, mortgaged or leased out to anybody else nor the same has been affected by any charge, lispended or mortgaged. And nothing found contrary to this present position and hence it is free from all encumbrances. The said property has not been Vested by the Government of West Bengal and the same is recorded in LRROR in the name of ARINDAM DEV, Anupam Basak, and PIALI BASAK.

**d. SCHEDULE OF PROPERTY WITH BOUNDARIES FOR CREATION OF DEVELOPMENT & BUILDING CONSTRUCTION :**

The landowners, ARINDAM DEV, Anupam Basak, and PIALI BASAK, intend to hand over 2.47 decimals (equivalent to 1.5 Kathas) out of the total 14.41 decimals to the Promoter-Cum-Developer. This pertains to RS Plot No. 1024, L.R. Plot No. 61, L.R. Khatian No. No. 5623, No. 5641, and No. 5643, under Mouza-Kutubpur-Fulbari, J.L. No. 64 within P.S. English Bazar, Dist. Malda. The land is presently held under Holding No. 39/54/280 within Ward No. 14, P.S. & Municipality: English Bazar, Dist. Malda. Classification of Land is Bastu;

PULASKAR

Biplab Basak  
Biplab Basak

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BITTHAL DEVELOPERS PVT LTD  
Biplab Basak

DIRECTOR  
Bithal Developers Pvt. Ltd. Represented  
by the Director- Biplab Agarwalla himself  
and on behalf of Director- Smt. Rekha  
Agarwalla by virtue of Power of Attorney

**e. DESIRE OF DEVELOPMENT OF THE LAND AND ACCEPTANCE :**

WHEREAS the "LAND OWNERS," i.e. the First Parties of the First Part, have offered to develop the land described in "Schedule A" to the "PROMOTER-CUM-DEVELOPER," i.e. the Second Party of the Second Part. After inspecting the said property, the PROMOTER-CUM-DEVELOPER has agreed to take the responsibility for the development of the property mentioned in Schedule "A" by constructing the proposed building at its own cost and assuming all responsibilities until completion, in accordance with the sanctioned building plan issued by the Authority of English Bazar Municipality, Malda. Both parties have accepted this proposal, and this agreement for development is entered into between both parties on the following terms and conditions:

**f. TERMS AND CONDITIONS AGREED UPON BY THE BOTH LAND OWNERS AND THE DEVELOPER CUM PROMOTER ARE AS FOLLOWS:**

1. The LAND OWNERS above named hereby declare that the LAND OWNERS are the sole and absolute OWNERS of the property described in the SCHEDE "A" hereunder written free from all encumbrances, attachments, charges, liens, *lispendens*, suits or proceedings in any manner whatsoever and the LAND OWNERS have good right, title, full power and absolute legal authority to enter into this agreement for development and also to settle the terms and conditions of this agreement as referred to herein.

DIPU LASKAR  
12, Aurobindo Road  
Malda

*Dipu Lastar*  
Bisal Bazar

*Dipu Lastar*  
Bisal Bazar.

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BITHAL DEVELOPERS PVT LTD

*Bitthal Developers Pvt. Ltd. Represented  
by the Director- Bindu Agarwala himself  
and on behalf of Director Smt. Rekha  
Agarwala by virtue of Power of Attorney*

2. The Land Owners have assured that they have not committed, contracted, or entered into any agreement for the sale, lease, or development of the said property or any part thereof with any person or persons other than the Developer-Cum-Promoter prior to entering into this agreement. The owners state that they have not created any mortgage, charge, or any other encumbrances on the said property as mentioned herein. The Owners shall hand over the original title deeds and other relevant documents of the below-scheduled property in favour of the Developer-Cum-Promoter before starting the construction work, and the same shall remain in the custody of the Developer-Cum-Promoter during the construction work.
3. That the LAND OWNERS hereby grant exclusive right and authority for development of the said property in favour of the Developer-Cum-Promoter subject to the performance of the terms, conditions, stipulations and respective obligations on the part of the Developer-Cum-Promoter contained in this agreement.
4. The Developer-Cum-Promoter will engage the Architect for Plan, layout and other specified services like Revised Sanction Plan with best possible way by the cost of Developer-Cum-Promoter himself.
5. The Promoter-Cum-Developer further undertakes to complete the construction of the proposed G+6 storied building on the "A" schedule property as per the approved Building Plan of English Bazar Municipality, Dist. Malda, using standard quality building materials. The Promoter-Cum-Developer shall make all necessary efforts to obtain the approve & sanction Building Plan through the Chairman of English Bazar Municipality, Malda, within one year after receiving peaceful possession of the "A" schedule property from the land owners. The necessary expenses for obtaining the sanction of the Building Plan shall be borne by the Promoter Cum Developer.

*DIPU LASTAR*  
Bisal Bazar, Malda

Don Gopal Agarwal

Bindu Bhatia

BITHAL DEVELOPERS PVT. LTD

DIRECTOR

Bithal Developers Pvt. Ltd. Represented by the Director- Bindu Agarwala himself and on behalf of Director Smt. Rekha Agarwala by virtue of Power of Attorney

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6. The Promoter-Cum-Developer further undertakes to engage competent and qualified Architect(s), Engineer(s), supervisor(s), surveyor(s), laborers, contractor(s), guards, plumbers, electrician(s), and any other required individuals for the purpose of the construction of the proposed building. The PROMOTER CUM DEVELOPER shall be responsible for paying or bearing their remunerations, fees, wages, salaries, etc. The LAND OWNERS shall be kept harmless and indemnified by the PROMOTER CUM DEVELOPER against all third-party claims related to the construction and activities carried out by the engaged personnel.
7. That the PROMOTER-CUM-DEVELOPER shall purchase and procure all standard quality building materials, such as cement, steel, iron, stone chips, sand, bricks, and all other required building materials, as specified in "Annexure A." The PROMOTER CUM DEVELOPER shall be responsible for paying or bearing all costs associated with the procurement of these materials and any required electrical equipment, plumbing materials, and devices. The LAND OWNERS shall not be liable to pay any cost or price for the construction of the proposed building, as it is the sole responsibility of the PROMOTER CUM DEVELOPER. However, If there are any extra items or specifications required to be fitting and fixing to the allocated portion of the land owners, and these items exceed those mentioned in "Annexure A," then the LAND OWNERS shall indeed pay or bear the extra costs associated with such additional items.
8. That the name of the Building shall be "RATNAPARI APARTMENT".
9. The PROMOTER CUM DEVELOPER shall deliver the LAND OWNERS' allocation within the specific time as mentioned in this deed of Development Agreement and also may sold the Flat/Units/Garage etc or any portion to any Third Party/intending purchaser(s) from his allocation as the Promoter-Cum-Developer may think proper. The Promoter-Cum-Developer shall not raise any objections or questions regarding sale of Flat/Units/Garage etc or any portion by the LAND OWNER from it's allocation.

APULASKAR  
M. A. M.  
M. A. M.

Reuben Suri  
Bindi Barak

Page No. 9

ENTHUSIASTIC LTD  
CTB

Bindi Developers Pvt. Ltd. Represented  
by the Director- Bindu Agarwala himself  
and on behalf of Director- Suniti Rekha  
Agarwala by virtue of Power of Attorney

10. It is distinctly agreed and understood by and between the parties herein that the Promoter-Cum-Developer shall provide the Land Owner's "allocated area" in the said constructed G+6 storied-building as per schedule 'B' below. This allotment includes the undivided proportionate share and interest in the underlying land of the A schedule property, as well as other common areas, common passages, and facilities of the building.
11. The LAND OWNERS shall not claim any space or moiety share apart from their allocated area in the proposed G+6 storied building, even if there are any additional spaces beyond the "A" schedule area that may be sanctioned by the English Bazar Municipality, Malda. The LAND OWNERS agree not to make any claims or demands for such additional spaces from the Developer-Cum-Promoter.
12. The PROMOTER CUM DEVELOPER will be responsible for paying or bearing the entire costs for the construction of the building, including the common areas and facilities in the proposed building. The description of such common areas and facilities in the proposed building is fully and particularly referred to in SCHEDULE 'D' as provided below.
13. That within one year of project completion or the sale of all flats/units/garages, whichever occurs earlier, the LAND OWNERS and the Other Flat Owners/Occupiers including Garage owner whatsoever of the multistoried building will be responsible for the expenses related to the maintenance of the common spaces, amenities, and facilities, including the lift, silent generator, etc., as stated in Schedule "E". The maintenance expenses will be shared by all the owners proportionately in accordance with their respective allocations/occupation of area of flat(s) garage or unit. The said Owners mandatorily form a society within the said time limit (one year) for proper management and maintenance of the building.

SPU LASKAR  
Advocate  
Babu Road  
Malda

Mr. Chetan Agarwal

Binod Agarwal  
Bali Rekha

BITTHAL DEVELOPERS PVT.LTD

DIRECTOR

Bitthal Developers Pvt. Ltd. Represented  
by the Director- Binod Agarwala himself  
and on behalf of Director- Sant. Rekha  
Agarwala by virtue of Power of Attorney

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14. It is further agreed and understood by and between the parties herein that if the Promoter-Cum-Developer is prevented from fulfilling its obligations due to any sufficient cause beyond its control, such as an act of God, earthquake, riot, or any court order, or due to the statutory embargo period, then in that event, such period of prevention shall be considered and automatically the affected period shall be extended without any penal compensation by the LAND OWNERS. The Promoter-Cum-Developer shall not be held liable for delays or non-performance caused by such unforeseen circumstances beyond its control.

15. The LAND OWNERS hereby agree and undertake to sign and execute all letters, receipts, documents, declarations, forms, applications, plans, or any other paper or documents if required by the Promoter-Cum-Developer for submission to any statutory authority. The Promoter-Cum-Developer shall bear all the costs associated with such requirements. However, it is expressly agreed that no deed of conveyance or Sale Deed shall be signed, executed, or registered by the LAND OWNERS for their allocated flats until and unless they receive full possession of all the flats allocated to them as per the allocations mentioned in "B" schedule below. Similarly, the PROMOTER CUM DEVELOPER will also take exclusive possession of its own allocated area as mentioned in the "C" schedule below before any deed of conveyance or Sale Deed is signed, executed, or registered. That the land owners after taking delivery of their entire allocation/flats & garages as listed in column No. 37(n), they must individually submit a declaration under oath, duly authenticated by a Notary Public/Executive Magistrate/Judicial Magistrate. This declaration should confirm that they have received their allocation/flats & garages to their full satisfaction and that no further grievances will be entertained henceforth.

DPTT LOKKAR  
Locate  
on Road  
Date: 10/10/2018

*Rekha Agarwala*

*Rekha Agarwala*

BITTHAL DEVELOPERS PVT.LTD

Page No. 1

Bitthal Developers Pvt. Ltd. Represented  
by the Director- Binod Agarwala himself  
and on behalf of Director Smt. Rekha  
Agarwala by virtue of Power of Attorney

16. It is distinctly agreed and understood by and between the parties herein that the Promoter-Cum-Developer shall not have any right or authority to receive booking money, earnest money, or consideration money for the Owners' allocated portion in the proposed building, as referred to in SCHEDULE "B." Similarly, the LAND OWNERS shall not have any right or authority to receive booking money, earnest money, or consideration money for the Promoter-Cum-Developer's allocated portion in the proposed building, as referred to in SCHEDULE "C" hereunder. Any disputes arising regarding booking money, earnest money, consideration money, or any dispute concerning the allotment of flats/ shop rooms/units, either from the allocation of LAND OWNERS or from the allocation of the Promoter-Cum-Developer, will be treated as their individual liability and responsibility. The LAND OWNERS must intimate the Promoter-Cum-Developer about any booking activity from their allocation, and without the knowledge and consent of the Promoter-Cum-Developer, the Land Owners shall not take any bookings of flats/units, etc., from their own allocation.
17. It is to be mentioned that the allocation details, decided by and between both the Land Owners and the Promoter-Cum-Developer, are mentioned in Schedule "B" as Land Owner's allocation and Schedule "C" as Promoter-Cum-Developer's allocation. These allocations shall be treated as part of the "Sole Property" of the respective parties by virtue of this Deed of Development Agreement.
18. That the Promoter-Cum-Developer shall be liable to pay or bear all claims, damages, dues, demands in any manner whatsoever or any labour disputes or claim for accident if any, during construction period.
19. That the Land Owners shall have the right to make inspection of the said building during the period of construction to ascertain or verify the nature of construction and the quality of building materials to be used by the Promoter-Cum-Developer but under no circumstances the Land Owners shall be entitled to cause any hindrance, obstruction or

*John Som Jay*

*Suraj Bhat  
Rohi Bhat*

Page No. 125

BITHAL DEVELOPERS PVT LTD

DIRECTOR

Bithal Developers Pvt Ltd. Represented  
by the Director- Bindu Agarwala himself  
and on behalf of Director Smt. Rekha  
Agarwala by virtue of Power of Attorney

interference in the matter of construction of the building if the Promoter-Cum-Developer proceeds with the construction in terms of the building plan and the specification of the building materials as annexed "A" to this agreement.

20. That upon completion of the building, the Promoter-Cum-Developer shall provide written notification to the LAND OWNERS, informing them to take possession of their allocated portion in the proposed building. Simultaneously, the LAND OWNERS shall also furnish a written letter to the Promoter-Cum-Developer or to his nominated person, accepting the possession of the allocated portion. This exchange of possession letters will formalize the transfer of ownership and enable a smooth handover process.
21. It is further agreed and understood by and between the parties herein that the Promoter-Cum-Developer shall not entertain any complaint regarding the nature of construction, mode of finishing, or measurement of the flats to be allotted to the Land Owners after the delivery of possession of the said flats of the Land Owners' allocation, if the construction has been carried out as per the Land Owners' Desire. In other words, if the construction adheres to the specifications and preferences as communicated by the Land Owners, the Promoter-Cum-Developer shall not be held responsible for any related complaints.
22. That the Promoter-Cum-Developer shall have the exclusive right and authority to publish any advertisement in any newspaper or advertising agency to attract prospective purchasers, nominees, or any person(s) intending to purchase the Flat/Unit/Garage etc..
23. That the parties hereby further agree and undertake to sign, execute and register any other documents, agreements, forms, applications, if required, to meet up any statutory restriction, liabilities, dues, demands, or any other supplementary agreement considering the facts and circumstances subsequent thereto if needed.

*W. S. ASKAR*  
Associate  
3663

John G. Sonnenschein

Bolesław  
Babiak

Page No. 13

SANTHAN DEVELOPERS PVT.LTD

Bithal Developers Pvt. Ltd. Represented by the Director- Binod Agarwala himself and on behalf of Director- Smiti, Rekha Agarwala by virtue of Power of Attorney

24. The Promoter-Cum-Developer shall install a lift in the newly constructed building at his own expense, and the Land Owners shall not be liable to pay any amount for the said purpose. The specifications of the lift will be decided by the Developer's choice, provided that the Promoter-Cum-Developer shall comply with the regulations set forth by the Concerning Municipal Authority. Furthermore, it is stated that the Promoter cum Developer has the authority to merge the owner's land with that of other owners for the construction of a multistoried building on the basis of a Development Agreement between both landowners.
25. The Promoter-Cum-Developer shall be responsible for installing electrical wiring and earthing in the said proposed building using available electrical standard materials and accessories from the market. The construction of the building will be carried out with materials as specified in Annex "A". The expenses for installing the Transformer, erection charges, and the electric meter of the building will be borne by the Promoter-Cum-Developer. However, the charges of installing individual/Personal electrical meters will be the responsibility of the respective flat owners and they will bear the said expenses including the Land Owners.
26. That both the Owners and the Proposed Purchaser(s) of Owner's allocation, as well as the Proposed Purchaser(s) of Promoter-Cum-Developer's allocation, will be liable to pay GST as applicable by the Government of West Bengal in respect of purchase of their respective Flats, Garage, Units, shop rooms, etc., before taking delivery of the respective flat(s) or at the time of registration of the sale deed, whichever occurs earlier. The quantum/percentage of GST will be applicable as per the prevailing government regulations at the time of payment by the respective parties.

27. The Promoter-Cum-Developer, i.e., the Second Party, is obligated to ~~as per~~ provide the Flats/Garages specified in Schedule 'B' to the Land

27. T  
DIPULASKAR  
Local  
13.10.03

Johnson Jr

Amrit  
Rohi Basak.

BIDHAL DEVELOPERS PVT LTD.

DIRECTOR

Bidhal Developers Pvt. Ltd. Represented  
by the Director- Bindu Agarwala himself  
and on behalf of Director Smt. Rekha  
Agarwala by virtue of Power of Attorney

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Owners as per their allocations. The allocation of Flats & Garages detailed in Schedule-B of the proposed multistoried Building, referred to as "Ratnapari Apartment," will be regarded as the "Land owners Allocation," delineated separately in Schedule-B. The landowners are not entitled to claim any compensation or additional space or additional allocation from the Promoter-Cum-Developer in exchange for the property listed in Schedule A, except for the property specified in Schedule B. The property listed in Schedule B will be considered as compensation against the land provided by the Land Owners to the Promoter-Cum-Developer.

28. That, the LAND OWNERS shall never interfere with any part or portion of the Promoter's Allocation mentioned in Schedule-C of the said Multistoried Building, except for the portion (Flat/Garage, etc.) mentioned in Schedule-B Property. Similarly, the Promoter-Cum-Developer shall never interfere with any part or portion of the Owner's Allocation mentioned in Schedule-B of the said Multistoried Building, except for the portion (Flat/Garage, etc.) mentioned in Schedule-C Property.
29. The Promoter-Cum-Developer shall have the exclusive right to transfer his allocated Flats/Garage/Units, etc., in the proposed building or otherwise deal with or dispose of the same without any right or claim of the Land Owners or any other interested parties whatsoever. It is also clarified that the sale prices received from the sale or transfer of flats or any part or portion of the Residential Building from the Promoter Cum Developer's allocation shall be the property of the Developer cum Promoter/First Party. The Owners mentioned herein will not have any right to claim any consideration amount and will not be entitled to any portion thereof.
30. During the construction work, if any litigation arises with the neighbours of the locality, or if any unforeseen incidents occur, or if any objections arise from any authority or English Bazar Municipality, the Promoter-Cum-Developer shall take necessary steps to minimize

<sup>2</sup>  
at  
road

Binod Agarwala

Rekha Agarwala

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SITHAL DEVELOPERS PVT.LTD

DIRECTOR

Blithal Developers Pvt. Ltd. Represented  
by the Director- Binod Agarwala himself  
and on behalf of Director Smt. Rekha  
Agarwala by virtue of Power of Attorney

such issues and will be responsible for resolving the disputes or litigations through his own efforts. The LAND OWNERS will be not required to co-operate to minimize these types of litigations.

31. The Original title deed(s) of the "A" schedule property, along with certified copies of chain deeds and other related documents pertaining to the said property, shall be retained by the Promoter-Cum-Developer. These documents will be made available for inspection to interested persons or potential buyers upon the completion of the building.
32. That, for the smooth enjoyment of each space, flat/apartment, especially its common areas and facilities, the Land Owners, along with the other flat-Owners of the building, may collectively establish rules and bye-laws to guide all the Owners and form a society for its effective management. In such a scenario, all parties involved shall comply with the directives issued by the Association concerning matters related to common areas, facilities, and common expenses.
33. That after the completion of the building and the sale of all or any of the flats/spaces/apartments/Garage etc., the flat owners shall form an Association/Society, and this Association shall be responsible for managing and maintaining all the affairs of the building. The LAND OWNERS will also become part of this Association, along with other flat owners and future purchasers. Each member of the Association shall comply with the bye-laws and regulations set forth by the Association. The rooftop of the building shall be accessible to and enjoyed equally by all the flat purchasers and flat owners. The Land Owners shall refrain from undertaking any actions that could prevent the intending purchasers or the Promoter-Cum-Developer from constructing, completing, or engaging in any other activities related to the allocation of the building.
34. That in the event of the death of any Land Owner, it shall not result in the termination of this Agreement. Instead, the nominees/legal heirs of the deceased Owner shall automatically assume the rights and

Agarwal Smt. Anu

Signature  
Ravi Basak

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BITHAL DEVELOPERS PVT LTD  
DIRECTOR

Bithal Developers Pvt. Ltd. Represented  
by the Director- Blind Agarwala himself  
and on behalf of Director Smt. Rekha  
Agarwala by virtue of Power of Attorney

responsibilities of the Owner in all respects. During the construction work, if any unforeseen circumstances arise, such as mental, physical, or financial challenges that prevent the Developer-cum-Promoter from completing the construction work, the Developer Cum Promoter may appoint another representative with the consent of the Owners to carry out all tasks on behalf of the Promoter-Cum-Developer. This is to ensure the further construction and completion work of the multistoried residential Building while retaining the validity of this agreement.

35. If any disputes or differences regarding the construction and selling of the flats/garages, etc., will arise, only the Court in Malda has exclusive jurisdiction to resolve the disputes. The Malda Court will be the sole authority to resolve any legal matters or conflicts that may arise between the parties.
36. It is further stated that the Land Owners will be allotted a total area of 3150 (Three One five zero) Sqft Super built-up area which includes 25% of Carpet area of the Flats and with a Garage of 120 Sqft on the Ground Floor of the said G+6 storied Building. if there is any difference in the allocated area upon measurement, both parties involved (presumably the Land Owners and the Builder/Developer) will be obligated to pay for the extra value of the additional area at a specified rate of Rs. 3,000/- (Rupees Three thousand) per square foot to the other party. This means that if the actual area received by the Land Owners is more than the promised 3150 (Three One Five Zero) Sqft Super built-up area, they will have to pay the Builder/Developer-Cum-Promoter at the rate of Rs. 3,000/- per square foot for the excess area. Similarly, if the actual area is less than 3150 (Three One Five Zero) Sqft Super built-up area, the Builder/ Developer-Cum-Promoter will have to compensate the Land Owners at the same rate.
37. That the Land Owners express that they have gone thoroughly with this agreement in normal mental condition and express their willful consent to put their signature on this agreement.

REKHA AGARWALA  
private  
Road

**g. COMMENCEMENT OF WORK :** The Land Owners/Second Parties will deliver the peaceful vacant possession of the 'A' Schedule Property in favour of the Developer-Cum-Promoter for demolition and construction work of Multistoried building within a maximum 02 (Two) months from the date of registration of this Deed of Development Agreement. The Promoter-Cum-Developer will have the right to claim and utilize the debris of the building currently in existence. The Land Owners shall have no claim over the debris. The Land Owners and the Developer-Cum-Promoter are very well aware of the nature, location, demarcation, and frontage of the land. The Promoter-Cum-Developer will commence construction work within a period of 03 (three) months from the date of sanction and approval of the Building Plan by the Competent Authority of English Bazar Municipality, Dist. Malda.

**h. AVAILABILITY OF LOAN FOR CONSTRUCTION OF THE BUILDING**

**PROJECT :** The Promoter-Cum-Developer may take a loan from any Bank or financial institution in their own capacity for the completion of the building project. It is explicitly stated that the Land owner(s) will not be held liable in the future for that loan. Furthermore, the Promoter-Cum-Developer will not use the A schedule land as collateral for the said loan.

**i. REGISTERED POWER OF ATTORNEY :** For the smooth running of the said Project, the Land Owners, namely ARINDAM DEV, Anupam Basak, and PIALI BASAK, shall lawfully authorize the Promoter-Cum-Developer through a Power of Attorney to execute and perform all acts, deeds, matters, and things pertaining to the construction of the said building and the sale of flats/ Garages, etc. from the allocation of the Promoter-Cum-Developer. The Power of Attorney likely to be granted to the Developer-Cum-Promoter will empower the Promoter-Cum-Developer to handle all aspects of the building's construction, the sale of flats, and to take all necessary steps for completing the Building project. Through this Power of Attorney, the Developer-Cum-

Mr. B. S. S. on Behalf of  
Anil Agarwal  
Ritika Bansal.

BITTHAL DEVELOPERS PVT. LTD.

DIRECTOR:  
Bitthal Developers Pvt. Ltd. Represented  
by the Director- Bindu Agarwala himself  
and on behalf of Director- Sunil, Rekha  
Agarwala by virtue of Power of Attorney

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Promoter acts on behalf of the Land Owners in these matters, facilitating the efficient execution of the Project. It is explicitly stated that under no circumstances shall this arrangement be construed as a partnership between the parties or an Association of persons.

That the LAND OWNERS further agree and undertake that Promoter-Cum-Developer will do or act as an attorney of the LAND OWNERS and the PROMOTER CUM DEVELOPER must complete the construction of the proposed building and to represent the LAND OWNERS where needed.

**j. OBLIGATION FOR EXECUTION OF POWER OF ATTORNEY :** The Land Owners have the obligation to execute a Registered deed of Power of Attorney in favour of the Developer-Cum-Promoter as soon as the execution of the Development Agreement is completed, to facilitate the construction of a Multistoried G+6 building on the A schedule land and to engage in the construction, sale, and other relevant activities of the Flats/garage/Units of the said Multistoried building derived from the allocation of the Promoter Cum Developer. The Power of Attorney will remain in effect until all flats, garages, units, etc., allocated by the Promoter-Cum-Developer have been sold. During the effective period of the Power of Attorney, the Promoter-Cum-Developer is authorized to act on behalf of the landowners and perform all necessary tasks related to the project, including construction, sales, and other relevant activities.

**k. REVOCATION OF DEVELOPMENT AGREEMENT :** The LAND OWNERS shall not have the right to revoke this Development Agreement or the proposed registered deed of Power of Attorney during the validity period, as stated in clause 7 of this Development Agreement. Once the Development Agreement is executed by the Land Owners in favour of the Promoter-Cum-Developer, they are legally

  
J. A. ASKAR

Shri. B. N. Dhami Dev

Shri. B. N.  
Bali Baskar

BITHAL DEVELOPERS PVT LTD

DIRECTOR

Bithal Developers Pvt. Ltd. Represented  
by the Director- Binali Agarwala himself  
and on behalf of Director Smt. Rekha  
Agarwala by virtue of Power of Attorney

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bound by its terms and cannot unilaterally terminate or revoke the agreement or Power of Attorney during the specified validity period. This deed of Development Agreement shall remain in force until and unless the entire Flats/all the spaces/garages of the said Residential Building sold out by the deeds of conveyances/Sale deed in favour of the intending Purchasers by the Promoter-Cum-Developer.

**I. DELIVERY OF FLATS/GARAGE ETC. BY THE DEVELOPER-CUM-PROMOTER IN FAVOUR OF THE LAND OWNERS :** The Promoter-Cum-Developer, i.e., the Second Party, shall provide the Flats/Garages mentioned in Schedule 'B' below to the Land Owners according to their allocations.

**ii. COMPENSATION IF NOT COMPLETED BUILDING PROJECT WITHIN STIPULATED PERIOD :** The said Building Project named "Ratnapari Apartment" should be completed within a period of 03 (three) years from the date of approval and obtaining of sanction letter of building Plan by the Municipality Authority subject to force majeure. If the Promoter-Cum-Developer fails to complete the project after the stipulated time of 36 (Thirty-Six) months, the LAND OWNERS shall grant an additional six months as an extended period for completion of the project.

Thereafter, the Land Owners have the right to claim Compensation from the Promoter-Cum-Developer to such an extent as the Arbitrator/Conciliator will decide. However, the Land Owners shall not enter into any new development agreement with any third party.

**n. LAND OWNER'S ALLOCATION :** The Land Owners' allocation means the total allotted area of 3150 (Three One Five Zero) Sqft Super built-up area, which includes 25% of the Carpet area of Flat No. 2C on the Second Floor, Flat No. 4B & 4C on the fourth floor with a Garage space of 120 Sqft in the said G+6 storied Building from the Ground floor

located to the Top Floor, known as "Ratnapari Apartment." The 3150 Sqft Sqft

on a Road

Malda

For  
Anupam Basak

Ami Basak  
Piali Basak

SITHAL DEVELOPERS PVT.LTD

Bindu Agarwala  
DIRECTOR

Bindu Agarwala  
Bithal Developers Pvt. Ltd. Represented  
by the Director- Bindu Agarwala himself  
and on behalf of Director Smt. Rekha  
Agarwala by virtue of Power of Attorney

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Super built-up area comprising three Flats bearing Flat No. 2C on the Second Floor, Flat No. 4B & 4C on the fourth floor along with a garage space of 120 Sqft. The First Parties Land Owner, Arindam Dev, Anupam Basak, and Piali Basak, will get their Flats and Garage as hereunder:

Name of the Land Owner	Name of the Floor	Number of Flat	Location of Flat
Arindam Dev, Anupam Basak, and Piali Basak,	Second Floor	One Flat (3 BHK)	Situated on the South-West corner of the building known as known as "Ratnapari Apartment" being Flat No. 2C.
Arindam Dev, Anupam Basak, and Piali Basak,	Fourth Floor	One Flat (2 BHK)	Situated on the North-West corner of the building known as "Ratnapari Apartment" being Flat No. 4B.
Arindam Dev, Anupam Basak, and Piali Basak,	Fourth Floor	One Flat (3 BHK)	Situated on the South-West corner of the building known as "Ratnapari Apartment" being Flat No. 4C.
Arindam Dev, Anupam Basak, and Piali Basak,	Ground Floor	One Garage	One Open Garage measuring about 120 Sqft.

**o. DEVELOPER'S ALLOCATION :** The Builder's/Developer Cum-Promoter's allocation refers to the entire area of the G+6 storied building, encompassing from Ground Floor to Top Floor, excluding the Land Owners' allocation area against which the building is intended to be constructed, as specified in the Owner's allocation. The Developers' Allocation is detailed in Schedule-C provided below against the above mentioned land owner's allocation.

**p. PAYMENT OF TAXES, FEES AND OTHER CHARGES :** That the Promoter-Cum -Developer shall bear the necessary Taxes/fees/charges of the A schedule premises till completion of construction of the building. After handing over/delivery of flats/Garage /Units from the allocation of the Promoter-Cum -Developer as well as OWNERS to the buyers, the respective Flat Owners/Occupiers will mutate their respective flat/ Garage/Units etc. within three months

*Bindu Agarwal*

*Bindu Agarwal*

CITIITAL DEVELOPERS PVT LTD

DIRECTOR

Birla Developers Pvt. Ltd. Represented  
by the Director- Bindu Agarwal himself  
and on behalf of Director Smt. Rekha  
Agarwal by virtue of Power of Attorney

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from taking registration of flat/ Garage in their favour and each purchaser will be responsible for the payment of taxes, fees, and charges levied by the Municipality/Government on their respective flat/garage/shoproom as per the allotment. The PROMOTER CUM DEVELOPER will not be liable or responsible for the payment of Municipal Taxes, Mutation fees, Khazna, Electric bills, or any other fees after the registration of the flat/garage, etc.

**q. MUTATION OF THE FLATS/GARAGES/UNITS WITH ENGLISH**

**BAZAR MUNICIPALITY :** The prospective buyers of the LAND OWNERS' allocation and the prospective buyers of the Promoter-Cum-Developer's allocation will be responsible for paying the Municipal Mutation fees for their respective Flats/Garage/Units, as applicable, to facilitate the necessary Municipality clearance. Additionally, both the prospective buyers of the Promoter's Allocation and the Land Owner's Allocation must deposit 10% (Ten Percent) of the sale value of flats/Garages/shoproom, etc., in favour of the Developer-Cum-Promoter as Interest-free-refundable Security Money if the land owners intend to sell their allocation. Furthermore, it is stated that if the land owners choose to utilize their allocation for themselves, they will bear the risk associated with mutating their flats/garage, etc., and must submit the mutation certificate to the Developer-Cum-Promoter within three months from the date of delivery of Flat/Garage etc.

The Security Money will be refunded to the respective parties by the Promoter-Cum-Developer once the mutation process is completed, and the respective flats/Units/Garage, etc., are transferred to the names of the Purchasers/Buyers. The 10% security deposit of the Land Owners' allocation will be initially deducted from the last payment likely to be made to the Land Owners by the Developer-Cum-Promoter and will be refunded after the Municipal mutation of all flats/garage, etc., from the Land Owners' allocation. The Land Owners may collect the Municipal mutation fees from the proposed purchasers of land Owner's allocation.

*Donor Donor*

*Rekha Bhatia*

BITTHAL DEVELOPERS PVT LTD

MD & DIRECTOR

Bitthal Developers Pvt Ltd. Represented  
by the Director: Bindu Agarwala himself  
and on behalf of Director Smt. Rekha  
Agarwala by virtue of Power of Attorney

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**r. DELIVERY OF POSSESSION OF THE FLATS/GARGES/UNITS :** The said

Building Project named "Ratnapari Apartment" should be completed within a period of 03 (three) years from the date of approval and obtaining of sanction letter of building Plan by the Municipality Authority subject to force majeure. If the Promoter-Cum-Developer fails to complete the project after the stipulated time of 36 (Thirty-Six) months, the LAND OWNERS shall grant an additional six months as an extended period for completion of the project.

IN THIS DEED OF AGREEMENT THE TERMS USED HEREIN IT IS  
CONTRARY AND/OR REPUGNANT TO THE SUBJECT OR CONTEXT  
HAS THE FOLLOWING MEANING.

DEFINITION :

- A. ARCHITECT/ ENGINEER/ L.B.S. shall mean the authorized and registered person who may be appointed by the PROMOTER CUM DEVELOPER for planning and supervising of the multistoried building to be constructed in the "A" schedule below property.
- B. BUILDING shall mean the proposed building G+6 known as "RATNAPARI ABASAN" proposed to be constructed in the A schedule premises. The said building shall mean such stories of the building and construction on the said premises in which the said flats are situated.
- C. COMMON EXPENSES shall mean and include all expenses to be incurred by the co-purchasers for the better management, maintenance and keep up clean of the building and/ or the common purpose including those mentioned in the "D" Schedule written hereunder. The expenses shall be paid by the occupiers/ co-purchasers of the flats. All expenses whatsoever shall be borne by the purchasers/occupiers from the date of taking entry into the said flat or from the date of registration whichever is earlier.

*DIPLA LASKAR*  
Advocate  
M.S. Road  
14

*Amrit Nath  
Rishi Basak*

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**ENTHAL DEVELOPERS PVT.LTD**  
Birla Developers Pvt. Ltd. Represented  
by the Director- Bindu Agarwala himself  
and on behalf of Director Smt. Rekha  
Agarwala by virtue of Power of Attorney

D. **COMMON AREA** shall mean common areas and installations expressed or intended for the common use and enjoyment of the occupants of the flats in the building mentioned in the "D" schedule hereunder.

E. **COMMON PORTION** shall mean for the purposes of management and maintenance of the building in particular the common parts and the common portions, collection and disbursement of the common expenses and dealing with the matter of common interest of the co-purchasers relating to their actual rights and obligations for the most beneficial use and enjoyment of their respective flats exclusively and the building in common by the co-purchasers.

F. **BUILDING PLAN** shall means the plan of the G+6 multi-storied building approved by the English Bazar Municipality subject to such alteration, modification, revision therein from time to time made with the approval of the Architect in engaged by the Promoter-Cum-Developer.

G. **SUPER BUILT-UP AREA** shall mean the saleable area that includes the carpet area of the individual unit along with a proportionate share of common areas which comprises common spaces like the lobby, corridors, staircase, and other amenities shared by all the residents of the building. The super built-up area is 25% ( Twenty five percent ) of the common areas to the carpet area of the apartment.

H. **BUILT-UP AREA** ( For any individual unit) shall mean the area covered with outer wall and constructed for the unit including fifty percent area covered by the common portion wall between two units and cent percent area covered by the individual wall for the said unit.

I. **COVERED AREA** ( For any individual unit) shall mean total built up area for any unit plus propionate share of stairs, lobby and lift area ( if any ).

*Rekha Agarwal*

*Anil Borkar*

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BITTHAL DEVELOPERS PVT LTD

BITTHAL Developers Pvt. Ltd. Represented  
by the Director- Bisnod Agarwala himself  
and on behalf of Director Smt. Rekha  
Agarwala by virtue of Power of Attorney

J. SALEABLE SPACE : shall mean the space within the building(s), which is available as an Unit/Flat for independent use and occupation in respect of Land Owner's Allocation & Developer's Allocation as mentioned in this Agreement.

K. COMMENCEMENT shall be deemed to have been commenced w.e.f. the date which is written on the top of the Deed of Development Agreement.

L. COMMON FACILITIES shall include corridor, walls, ways, stair case, passage, drive ways, pump room, septic tank, sewerage system, water pump, motor, roof/terrace, parapet walls, Night Guard 's room etc. and other facilities which may be mutually agreed upon between the parties for enjoyment, maintenance and/or management of the building.

M. THE CO-OWNERS shall according to the context mean all persons who will own Flats/Units in the building including the LAND OWNERS.

N. DEVELOPER/ DEVELOPER-CUM-PROMOTER shall mean said BITTHAL DEVELOPERS PVT. LTD." (a Company Registered under the Companies Act, 1956 ) having is registered office at Vivekananda Pally, N.H.- 34 within P.S. English Bazar, Dist. Malda (WB) and its Directors/ representatives and assigns.

O. CONSTRUCTION COST : shall mean that the Developer-Cum-Promoter shall carry total construction work of the G+6 storied building at his own costs and expenses. No liability on account of construction costs will be charged from Land Owner's allocation if there is no changes of any specification of the materials.

P. LAND OWNERS : shall mean the Second Parties of the Second Part. The Second Parties including themselves, their respective legal heir(s), successor(s), representative(s), administrative(s), executor(s), nominees and assignee(s).

Amrit Singh  
Bastu

Amrit Singh  
Bastu

BITHAL DEVELOPERS PVT LTD

SECTION:

Bithal Developers Pvt Ltd. Represented  
by the Director- Bindu Agarwala himself  
and on behalf of Director Smt. Rekha  
Agarwala by virtue of Power of Attorney

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Q. DEVELOPER'S ALLOCATION shall mean the entire allocation of Flats/Spaces/Garages /Units, etc. of "C" schedule property of the said multistoried G+6 building known as "RATNAPARI ABASAN", excluding the allocation of Land Owners mentioned in Schedule-B consisting of Flats/Spaces/Garages/Units, etc. of the said multistoried building.

R. LAND OWNERS' ALLOCATION shall mean the entire allocation of Flats/Spaces/Garages/Units, etc. of Schedule-B property of the multistoried G+6 building known as "RATNAPARI ABASAN", excluding the allocation of the Promoter-Cum-Developer mentioned in Schedule-C consisting of Flats/Spaces/Garages /Units, etc. of the said multistoried building. The details of the land owner's allocation are given hereunder separately.

S. DOCUMENTS shall mean, Title Deeds, Link deeds, R.O.R., Tax Receipts and other related papers and the documents in connection with it's title.

T. SPACE shall mean the covered space consisting of rooms and all fittings and fixtures therein together with undivided proportionate share or interest in the land comprising the premises together with common rights, facilities and amenities.

U. FORCE MAJURE shall mean flood, earth quake, riot, war, storm, tempest, civil commotion, strike, lock out and/or any other act or omission beyond the control of the party/parties affected thereby.

V. PREMISES mean the property measuring about 2.47 decimals (equivalent to 1.5 Kathas) out of the total 14.41 decimals pertains to RS Plot No. 1024, L.R. Plot No. 61, L.R. Khatian No. No. 5623, No. 5641, and No. 5643, under Mouza-Kutubpur-Fulbari, J.L. No. 64 within P.S. English Bazar, Dist. Malda. The land is presently held under Holding No. 39/54/280 within Ward No. 14, P.S. & Municipality: English Bazar, Dist. Malda. Classification of Land is Bastu;

Amrit Singh  
Bastu  
Purulia Purulia Road  
W.B.

*Amrit Sen*

*Amrit Sen*  
Bisli Bazar

DEVELOPERS PVT.LTD

DIRECTOR

Blithal Developers Pvt. Ltd. Represented  
by the Director- Binod Agarwala himself  
and on behalf of Director Smt. Rekha  
Agarwala by virtue of Power of Attorney

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W. PURCHASER shall mean and includes the person or persons who intend to purchase Flat/Unit in the proposed multi-storied building.

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

Y. TITLE DEEDS mean the title Deeds of the owners.

Z. TRANSFER means transfer by possession and by any other means adopted for affecting what is understood as a transfer of space in a multi-storied building to the purchaser thereof although the same may not amount to a transfer in law.

**THE "A" SCHEDULE PROPERTY ABOVE REFERRED TO**

**(Said Land)**

ALL THAT piece and parcel of land admeasuring about 2.47 decimals (equivalent to 1.5 Kathas) pertains to RS Plot No. 1024, L.R. Plot No. 61, L.R. Khatian No. No. 5623, No. 5641, and No. 5643, under Mouza-Kutubpur-Fulbari, J.L. No. 64 within P.S. English Bazar, Dist. Malda. The land is presently held under Holding No. 39/54/280 within Ward No. 14, P.S. & Municipality: English Bazar, Dist. Malda. Classification of Land is Bastu and the property is presently lying as vacant.

**Boundaries :**

On and towards North : 8'-0" wide Municipal Unassessed Road;

On and towards South : Ambarish Acharya & Ors;

On and toward East : 4'-0" wide Common Passage;

On and towards West : Bansbari Primary School;

*DIPULAKAR*  
Dipulakar  
Advocate  
M.A.L.L.

*Arindam Dev  
Anupam Basak  
Piali Basak.*

BITTHAL DEVELOPERS PVT.LTD

DIRECTOR

Bitthal Developers Pvt. Ltd. Represented by the Director- Binod Agarwala himself and on behalf of Director- Smt. Rekha Agarwala by virtue of Power of Attorney

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**THE " B " SCHEDULE PROPERTY ABOVE REFERRED TO**

(To be provided as owners' allocation to the Land Owners/Second Parties)

The Land Owners allocation means the total allotted area of 3150 (Three One Five Zero) Sqft Super built-up area, which includes 25% of the Carpet area, in the said G+6 storied Building from the Ground floor to the Top Floor, known as "Ratnapari Apartment." The 3150 Sqft Sqft Super built-up area comprising three Flats bearing Flat No. 2C on the Second Floor, Flat No. 4B & 4C on the fourth floor. The First Parties Land Owner, Arindam Dev, Anupam Basak, and Piali Basak, will get their Flats and Garage as hereunder:

Name of the Land Owner	Name of the Floor	Number of Flat	Location of Flat
Arindam Dev, Anupam Basak, and Piali Basak,	Second Floor	One Flat (3 BHK)	Situated on the South-West corner of the building known as known as "Ratnapari Apartment" being Flat No. 2C.
Arindam Dev, Anupam Basak, and Piali Basak,	Fourth Floor	One Flat (2 BHK)	Situated on the North-West corner of the building known as "Ratnapari Apartment" being Flat No. 4B.
Arindam Dev, Anupam Basak, and Piali Basak,	Fourth Floor	One Flat (3 BHK)	Situated on the South-West corner of the building known as "Ratnapari Apartment" being Flat No. 4C.
Arindam Dev, Anupam Basak, and Piali Basak,	Ground Floor	One Garage	One Open Garage measuring about 120 Sqft.

**THE " C " SCHEDULE PROPERTY ABOVE REFERRED TO**  
(To be provided as PROMOTER CUM DEVELOPERS' allocation)

ALL THAT self contained separate flats/ Garages/Units etc. as decided by and between both the LAND OWNERS and the Promoter-Cum-Developer in each Floor of the (G+6) multi-storied building known as "Ratnapari Apartment" save ad except the allocation of the Land Owners mentioned in Schedule-B The Promoter-Cum Developer is also entitled to enjoy the common area, Common space, amenities, generator and pump-house area and other facilities of the said multistoried Building.

Binod Agarwal

Binod Agarwal  
Bibi Basak.

BITTHAL DEVELOPERS PVT LTD  
DIRECTOR

Bitthal Developers Pvt. Ltd. Represented  
by the Director- Binod Agarwal himself  
and on behalf of Director Smt. Rekha  
Agarwal by virtue of Power of Attorney

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**SCHEDULE "D" ABOVE REFERRED TO**  
**(Common Areas and Facilities)**

ALL THAT THE FOLLOWING portions shall be treated as common areas and facilities:-

1. Entrance Gate.
2. Passage.
3. Over head water Reservoir,
4. Tinder ground water Reservoir.
5. Rain water pipe line,
6. Soil pipe line,
7. Pump room,
8. Meter room,
9. Exterior wall,
10. Ultimate Roof, Roof Parapet,
11. Stair, Stair case, stair landing,
12. Drainage and all the other common areas and facilities.
13. Roof /Terrace right,
14. One common bathroom for security guards and servants,
15. Lift.

**SCHEDULE "E" ABOVE REFERRED TO**  
**(COMMON EXPENSES PURCHASER SHALL BEAR**  
**PROPORTIONALLY ABOAVE REFERRED TO)**

A) The expenses of administration, maintenance, repair, replacement of the common parts, equipment's, accessories, common areas, and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, rainwater pipes, motors, pumps, water, electric wirings, installations, sewer, drains, any all other common parts, fixtures, fittings and equipment's, in, under or upon building enjoyed or used in common by the Purchaser co-Purchaser, or other occupiers thereof.

DIRECTOR  
Smt. Rekha  
Agarwal

Bindu Agarwal

Bindu Agarwal  
Bishal Developers Pvt. Ltd.

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BISHAL DEVELOPERS PVT. LTD.  
Bindu Agarwal  
DIRECTOR

Bishal Developers Pvt. Ltd. Represented  
by the Director- Bindu Agarwal himself  
and on behalf of Director- Smt. Rekha  
Agarwal by virtue of Power of Attorney

- B) The cost of cleaning and lightning the passage landings, staircases, lifts and other parts of the said other parts of the said building including the open spaces.
- C) The cost of decorating, repairing and painting the exterior of the said building.
- D) The salaries of clerks, chowkidars, durwans, Liftman, sweepers, electricians, plumbers etc.
- E) Municipal and other taxes.
- F) Cost of meter or electric meter and E or any deposit or electricity, electric charge for common rights, water pumps etc.
- G) Service, maintenance and repair charges of pumps lift etc.
- H) Such other capital or recurring expenses as are necessary and incidental for the maintenance and keepup of the said open spaces and all other amenities of common nature to be enjoyed by the Purchaser with the Owners or occupants of the other flats in the said building.

Annexure "A"  
SPECIFICATION

1. BUILDING: The building designed with R.C.C. frame structure, tests or individual column foundation as per structural design approved by the Competent Authority and that project must be earthquake resistant.
2. WALLS: Brick masonry for the outer wall will be 8" thick, partition wall wall be 5" thick with a minimum height as per sanctioned plan. The outer wall will be of cement plaster (1:4 sand).
3. WINDOWS : 1.2 mm thick Aluminum windows with integrated grills painted with synthetic enamel paint with 4 mm. one way vision glass. Windows will be Box typed.

DAULASALAR  
RENTS  
2300

Amrit Singh Arv

Shafat  
Bholi Bawali

BITTHAL DEVELOPERS PVT. LTD

Bitthal Developers Pvt. Ltd. Represented  
by the Director- Bindu Agarwala himself  
and on behalf of Director Smt. Rekha  
Agarwala by virtue of Power of Attorney

Page No. 30

4. DOORS: Door frame will be made of best wood and the interior door Panels will be of water proof flush type 32 mm thick. Main Door of each flat in Land Lord Portion fitted with collapsible gate.

5. FLOORING : Flooring will be Vitrify Floor ( measurement 2' x 2' or 1'-6" x2'-0" ) whichever will be available.

6. KITCHEN: L-shaped or I-shaped Cooking platform will be of black granite 18" wide and 25" height 2'x 1" glazed tiles above the platform to protect the oil spot, One C.P. Rib cock and one sink cock both made by Essco, Hindwere & Johnson or equivalent brand will be provided to the landowner's allocation with a provision of keeping gas cylinder. Stainless steel sink with drain board/ only For land lord portion. Kitchen wall dam proof work to be done by Promoter Cum Developers' cost.

7. TOILET: All toilets will be provided with hot and cold water line Hind ware, Hindusthan brand commode, sit cover, cistern, basin and Jaguar, Hindware & Johnson or equivalent brand basin and Shower Mixture and other CP, fittings only Land lord Portion. Toilet wall tiles fitted with Door Height. Toilet wall dam proof work done by Promoter Cum Developers' cost.

8. ELECTRICITY : The Developer shall provide sufficient points which include light Points, calling bell points, etc, 2 nos. of split A/c points, 5 nos, of 15 AMP points which include Geyser points, Refrigerator point, Microwave point etc. and 1 T.V. Cable point and 2 Telephone Point per flat in LANDOWNERS allocation.

Concealed wiring with FINOLEX / HAVELLS / ANCHOR/ MESCAB or equivalent copper wire. Switches of Anchor, HAVELLS, FINOLEX & MCB 32 Amp main switches for each flat, proper electrical earthing, provision for pump (Crompton/ Kilo Square)

9. GRILL: Stainless Steel grill shall be fixed at Balcony /verandah up to 3'- 6" height only and design will be as per selection of the Landowners.

*For Eonform Dev.*

*Subhash  
Bipli Basak.*

DITTHAL DEVELOPERS PVT LTD  
*Vinod Agarwalla*  
DIRECTOR

Bithal Developers Pvt. Ltd. Represented  
by the Director- Binod Agarwalla himself  
and on behalf of Director Smt. Rekha  
Agarwalla by virtue of Power of Attorney

Page No. 31

10. ROOF AND TERRACE: The roof of the building will be finished with Roof Treatment.

12. Lift one standard type of lift fitted with sliding door with Machine Room., 4 passenger's elevator makes i.e. L.T. /Ambition or equivalent.

13. EXIT WORK : Any work other than specified above will be treated as extra work and will be carried on only upon prior payment of cost and expenses to be incurred therein.

14. All ground floor open to Air spaces with 2'x 2' Kota stone or equivalent materials.

15. All covered spaces : Stair cases with White/cream colour Marble.

16. Outside Paint - Acrylic Paint with Primer.

17. Inside - Putty.

#### Specification of materials

I. STEEL- TATA

II. CEMENT- Lafarge / Ultratech / JSW/ Ramco/Ocl

III. STONE- Pure 5/8 & quote; & amp; 3/ 4 th

IV. Sand- Full course &amp; Medium Course.

V. BRICK-- Red Brick No. 1

#### EXTRA COMMON FACILITIES :

i. Boundary wail with Main gate/ gates of the said premises and common passage.

ii. Installation of common services viz electricity, water pipes, sewerage, chains, and rain water pipes. pipes lines will be of PVC pipe (supreme / Ashirbad / Utkarshl or equivalent).

iii Lighting in the common space, passage, and staircase.  
Stainless Steel Staircase Railing.

*AK  
cate  
Rekv. Common Electric meter.*

Avijit Dhar

Avijit Dhar  
Biali Basak.

BITTHAL DEVELOPERS PVT.LTD

DIRECTOR

Bitthal Developers Pvt. Ltd. Represented  
by the Director- Bindu Agarwala himself  
and on behalf of Director Smt. Rekha  
Agarwala by virtue of Power of Attorney

Page No. 32

IN WITNESS WHEREOF We, the above named Parties ( Land Owners and Developer-cum-Promoter) do hereunto set and subscribe their respective hands in good health and conscious mind and without any undue influence after going through the contents of this deed of this Development/Construction Agreement of Multistoried Building on the day, month and year first above written in presence of :-

WITNESSES:

Abul Dk  
S/o- Jibon kumar Dk  
R/o- Purbi Nabad

1. Avijit Dhar
2. Avijit Dhar
3. Biali Basak.

1. \_\_\_\_\_

SIGNATURE OF LAND OWNERS

Govardhan Kumar Dk,  
S/o Mr. Birendra Kumar Dk,  
Bachamani Govt. Colony,  
PS & Dist - Malda.  
732142

BITTHAL DEVELOPERS PVT.LTD

Bindu Agarwala

DIRECTOR

2. \_\_\_\_\_

SIGNATURE OF DEVELOPER CUM  
PROMOTER

Drafted by :-

Dipu Laskar  
(Dipu Laskar)  
Advocate.

Malda Bar Association, Malda-732101.

(Enrollment No.F-1125/1116/95 dtd.19.08.1995)

DIPU LASKAR  
Advocate  
Purandar Road  
Malda

Typed by :-

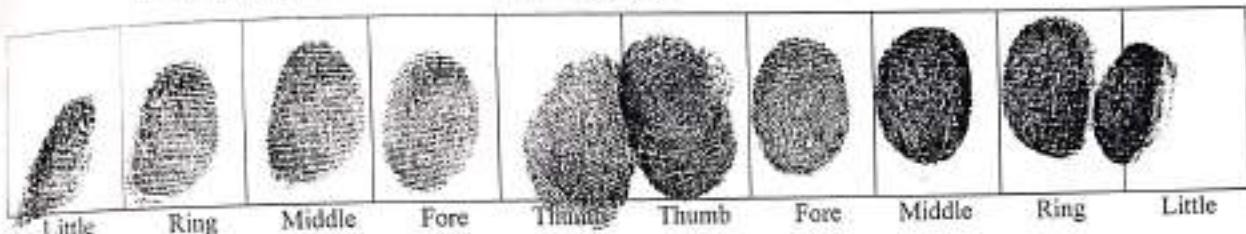
Avijit Dhar  
(Avijit Dhar) Advocate  
Malda Bar Association, Malda.

## ADDITIONAL SHEET



Sing Asha Lom Aw.

Left Hand Fingers Prints.

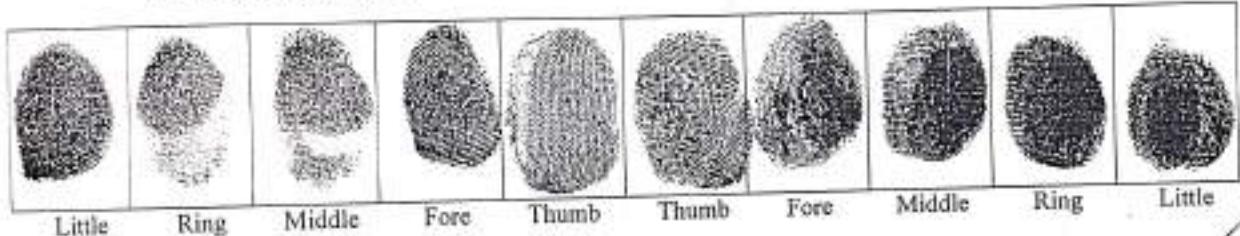


Right Hand Fingers Prints.



Sing Amal Thakur

Left Hand Fingers Prints.



Right Hand Fingers Prints.



Sing Piali Barak.

Left Hand Fingers Prints.



Right Hand Fingers Prints.

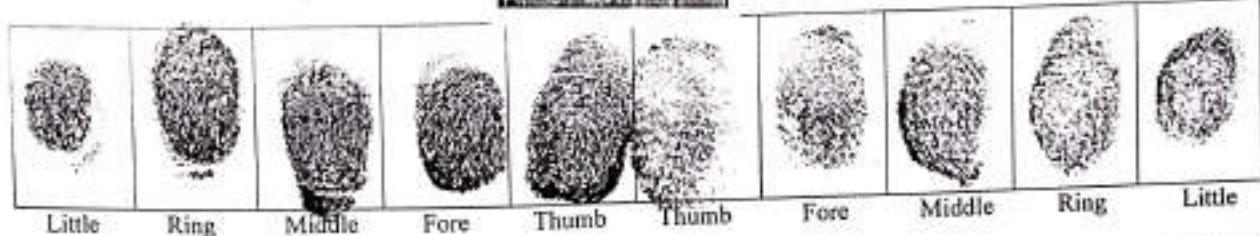


BITTHAL DEVELOPERS PVT LTD

Sing

Left Hand Fingers Prints.

Right Hand Fingers Prints.





Govt. of West Bengal  
Directorate of Registration & Stamp  
Revenue  
GRIPS eChallan



192024250013056098

**GRN Details**

GRN:	192024250013056098	Payment Mode:	SBI Epay
GRN Date:	12/04/2024 10:01:51	Bank/Gateway:	SBIePay Payment Gateway
BRN :	0519534134739	BRN Date:	12/04/2024 10:02:20
Gateway Ref ID:	55907304	Method:	Axis Bank-Retail NB
GRIPS Payment ID:	120420242001305608	Payment Init. Date:	12/04/2024 10:01:51
Payment Status:	Successful	Payment Ref. No:	2000912060/1/2024

[Query No/\*/Query Year]

**Depositor Details**

Depositor's Name:	Mr BITTHAL DEVELOPERS PVT LTD
Address:	Vivekananda Pally, Malda
Mobile:	9679675032
Period From (dd/mm/yyyy):	12/04/2024
Period To (dd/mm/yyyy):	12/04/2024
Payment Ref ID:	2000912060/1/2024
Dept Ref ID/DRN:	2000912060/1/2024

**Payment Details**

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000912060/1/2024	Property Registration- Stamp duty	0030-02-103-003-02	10
2	2000912060/1/2024	Property Registration- Registration Fees	0030-03-104-001-16	14
			<b>Total</b>	<b>24</b>

IN WORDS: TWENTY FOUR ONLY.

### Major Information of the Deed

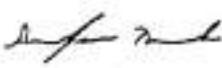
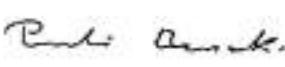
Deed No :	I-0902-04758/2024	Date of Registration	24/04/2024
Query No / Year	0902-2000912060/2024	Office where deed is registered	
Query Date	11/04/2024 1:38:23 PM	A.D.S.R. MALDA, District: Malda	
Applicant Name, Address & Other Details	PROVAT KUMAR DAS Bar Association Malda, Thana : English Bazar, District : Malda, WEST BENGAL, PIN - 732101, Mobile No. : 9679675032, Status : Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 1]	
Set Forth value		Market Value	
		Rs. 28,00,980/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 5,010/- (Article:48(g))		Rs. 14/- (Article:E, E)	
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: Unassessed Road, Mouza: Kutubpur Fulbari, JI No: 64, Pin Code : 732101

Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land ROR	SetForth Value:(In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-61 (RS :-)	LR-5623	Commercial	Bastu	1.24 Dec	14,06,160/-	Width of Approach Road: 8 Ft., Adjacent to Metal Road,
L2	LR-61 (RS :-)	LR-5641	Commercial	Bastu	0.62 Dec	7,03,080/-	Width of Approach Road: 8 Ft., Adjacent to Metal Road,
L3	LR-61 (RS :-)	LR-5643	Commercial	Bastu	0.61 Dec	6,91,740/-	Width of Approach Road: 8 Ft., Adjacent to Metal Road,
TOTAL :				2.47Dec	0/-	28,00,980/-	
Grand Total :				2.47Dec	0/-	28,00,980/-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr Arindam Dev Son of Late Arabinda Dev Executed by: Self, Date of Execution: 23/04/2024 , Admitted by: Self, Date of Admission: 24/04/2024 ,Place : Office		 Captured	
24/04/2024 LTI 24/04/2024 24/04/2024				
	Manik Jha Sarani Lane, City:- English Bazar, P.O:- Malda, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX5 , PAN No.: adxxxxxxxx2h, Aadhaar No: 59xxxxxxxx6086, Status :Individual, Executed by: Self, Date of Execution: 23/04/2024 , Admitted by: Self, Date of Admission: 24/04/2024 ,Place : Office			
2	Mr Anupam Basak Son of Late Gobinda Chandra Basak Executed by: Self, Date of Execution: 23/04/2024 , Admitted by: Self, Date of Admission: 24/04/2024 ,Place : Office		 Captured	
24/04/2024 LTI 24/04/2024 24/04/2024				
	Manaskamana Road, City:- English Bazar, P.O:- Malda, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX7 , PAN No.: adxxxxxxxx9d, Aadhaar No: 43xxxxxxxx5194, Status :Individual, Executed by: Self, Date of Execution: 23/04/2024 , Admitted by: Self, Date of Admission: 24/04/2024 ,Place : Office			
3	Mrs Piali Basak Wife of Mr Anupam Basak Executed by: Self, Date of Execution: 23/04/2024 , Admitted by: Self, Date of Admission: 24/04/2024 ,Place : Office		 Captured	
24/04/2024 LTI 24/04/2024 24/04/2024				
	Manaskamana Road, City:- English Bazar, P.O:- Malda, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX1 , PAN No.: afxxxxxxxx2q, Aadhaar No: 45xxxxxxxx7946, Status :Individual, Executed by: Self, Date of Execution: 23/04/2024 , Admitted by: Self, Date of Admission: 24/04/2024 ,Place : Office			

### Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>BITTHAL DEVELOPERS PVT LTD</b> Vivekanandapally, City:- English Bazar, P.O:- Malda, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101 Date of Incorporation:XX-XX-2XX1 , PAN No.: aaxxxxxx7r, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

### Agent by Authenticated Power Details :

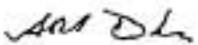
Sl No	Name,Address,Photo,Finger print and Signature	Photo	Finger Print	Signature
1	<b>Mr Binod Agarwala,</b> Son of Late Gouri Shankar Agarwala Date of Admission: 24/04/2024, admitted by : Self Place of Admission of Execution: Office		 Captured	

Vivekanandapally, NH-34, City:- English Bazar, P.O:- Malda, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.: ackpa4685k, Aadhaar No: 59xxxxxxxx2873 Status : Agent by Authenticated Power, Agent by Authenticated Power of : Mr Rekha Agarwala

### Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature	Photo	Finger Print	Signature
1	<b>Mr Binod Agarwala</b> (Presentant) Son of Late Gouri Shankar Agarwala Date of Execution - 23/04/2024, , Admitted by: Self, Date of Admission: 24/04/2024, Place of Admission of Execution: Office		 Captured	
2	Vivekanandapally, NH-34, City:- English Bazar, P.O:- Malda, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.: acxxxxxx5k, Aadhaar No: 59xxxxxxxx2873 Status : Representative, Representative of : BITTHAL DEVELOPERS PVT LTD (as director)		 Captured	
2	<b>Mr Rekha Agarwala</b> Son of Mr Binod Agarwala Vivekanandapally, NH-34, City:- English Bazar, P.O:- Malda, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX5 , PAN No.: aexxxxxx1p, Aadhaar No: 86xxxxxxxx4973 Status : Representative, Representative of : BITTHAL DEVELOPERS PVT LTD (as director)		 Captured	

**Identifier Details :**

Name	Photo	Finger Print	Signature
Mr Abhijit Dhar Son of Mr Jibon Kumar Dhar Puratuli, City:- English Bazar, P.O:- Malda, P.S:-English Bazar, District:- Malda, West Bengal, India, PIN:- 732101		 Captured	
	24/04/2024	24/04/2024	24/04/2024

Identifier Of Mr Arindam Dev, Mr Anupam Basak, Mrs Piali Basak, Mr Binod Agarwala, Mr Rekha Agarwala, Mr Binod Agarwala

**Transfer of property for L1**

Sl.No	From	To, with area (Name-Area)
1	Mr Arindam Dev	BITTHAL DEVELOPERS PVT LTD-1.24 Dec

**Transfer of property for L2**

Sl.No	From	To, with area (Name-Area)
1	Mr Anupam Basak	BITTHAL DEVELOPERS PVT LTD-0.62 Dec

**Transfer of property for L3**

Sl.No	From	To, with area (Name-Area)
1	Mrs Piali Basak	BITTHAL DEVELOPERS PVT LTD-0.61 Dec

**Land Details as per Land Record**

District: Malda, P.S:- English Bazar, Municipality: ENGLISH BAZAR, Road: Unassessed Road, Mouza: Kutubpur Fulbari, JI No: 64, Pin Code : 732101

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 61, LR Khatian No:- 5623	Owner:অবিনন্দ দেৱ, Gurdian:অবিনন্দ দেৱ, Address:নিম্ন , Classification:বাজ, Area:0.01240000 Acre,	Mr Arindam Dev
L2	LR Plot No:- 61, LR Khatian No:- 5641	Owner:অনুপম বসাক , Gurdian:লেবিন চৰকুৱা, Address:নিম্ন , Classification:বাজ, Area:0.00620000 Acre,	Mr Anupam Basak
L3	LR Plot No:- 61, LR Khatian No:- 5643	Owner:পিয়ালি বসাক , Gurdian:অনুয়ম বসাক, Address:নিম্ন , Classification:বাজ, Area:0.00610000 Acre,	Mrs Piali Basak

Endorsement For Deed Number : I - 090204758 / 2024

On 24-04-2024

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

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

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

Presented for registration at 12:56 hrs on 24-04-2024, at the Office of the A.D.S.R. MALDA by Mr Binod Agarwala ..

**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 28,00,980/-

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

Execution is admitted on 24/04/2024 by 1. Mr Arindam Dev, Son of Late Arabinda Dev, Manik Jha Sarani Lane, P.O: Malda, Thana: English Bazar, , City/Town: ENGLISH BAZAR, Malda, WEST BENGAL, India, PIN - 732101, by caste - Hindu, by Profession Business, 2. Mr Anupam Basak, Son of Late Gobinda Chandra Basak, Manaskamana Road, P.O: Malda, Thana: English Bazar, , City/Town: ENGLISH BAZAR, Malda, WEST BENGAL, India, PIN - 732101, by caste Hindu, by Profession Business, 3. Mrs Piali Basak, Wife of Mr Anupam Basak, Manaskamana Road, P.O: Malda, Thana: English Bazar, , City/Town: ENGLISH BAZAR, Malda, WEST BENGAL, India, PIN - 732101, by caste Hindu, by Profession Business

Indetified by Mr Abhijit Dhar, , Son of Mr Jiban Kumar Dhar, Puratuli, P.O: Malda, Thana: English Bazar, , City/Town: ENGLISH BAZAR, Malda, WEST BENGAL, India, PIN - 732101, by caste Hindu, by profession Advocate

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

Execution is admitted on 24-04-2024 by Mr Binod Agarwala, director, BITTHAL DEVELOPERS PVT LTD (Private Limited Company), Vivekanandapally, City:- English Bazar, P.O:- Malda, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101

Indetified by Mr Abhijit Dhar, , Son of Mr Jiban Kumar Dhar, Puratuli, P.O: Malda, Thana: English Bazar, , City/Town: ENGLISH BAZAR, Malda, WEST BENGAL, India, PIN - 732101, by caste Hindu, by profession Advocate

**Admitted by Authenticated power**

Execution is admitted by Mr Binod Agarwala, , Son of Late Gouri Shankar Agarwala, Vivekanandapally, NH-34, P.O: Malda, Thana: English Bazar, , City/Town: ENGLISH BAZAR, Malda, WEST BENGAL, India, PIN - 732101, by caste Hindu, by profession Business as agent for Mr Rekha Agarwala , Son of Mr Binod Agarwala, Vivekanandapally, NH-34, P.O: Malda, Thana: English Bazar, , City/Town: ENGLISH BAZAR, Malda, WEST BENGAL, India, PIN - 732101, by caste Hindu, by profession Business; director, BITTHAL DEVELOPERS PVT LTD (Private Limited Company), Vivekanandapally, City:- English Bazar, P.O:- Malda, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101

under a power no 42 for 2022 authenticated by District Sub Registrar At Malda

Indetified by Mr Abhijit Dhar, , Son of Mr Jiban Kumar Dhar, Puratuli, P.O: Malda, Thana: English Bazar, , City/Town: ENGLISH BAZAR, Malda, WEST BENGAL, India, PIN - 732101, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 14.00/- ( E = Rs 14.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/04/2024 10:02AM with Govt. Ref. No: 192024250013056098 on 12-04-2024, Amount Rs: 14/-, Bank: SBI EPay ( SBIEPay), Ref. No. 0519534134739 on 12-04-2024, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 5,010/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 10/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10.00/-

2. Stamp: Type: Impressed, Serial no 856, Amount: Rs.5,000.00/-, Date of Purchase: 09/04/2024, Vendor name: Chhabi Karmakar

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/04/2024 10:02AM with Govt. Ref. No: 192024250013056098 on 12-04-2024, Amount Rs: 10/-, Bank: SBI EPay ( SBIEPay), Ref. No. 0519534134739 on 12-04-2024, Head of Account 0030-02-103-003-02

*Sandipan Das*

**Sandipan Das**

**ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. MALDA**

**Malda, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0902-2024, Page from 127951 to 127994  
being No 090204758 for the year 2024.



Sandipan Das

Digitally signed by SANDIPAN DAS  
Date: 2024.04.26 17:37:04 +05:30  
Reason: Digital Signing of Deed.

(Sandipan Das) 26/04/2024

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. MALDA  
West Bengal.

11/19/2023

120571 003



পশ্চিমবঙ্গ পঞ্জিকম বংগাল WEST BENGAL

06.11.23  
The registered  
sheets are  
attached with this deed are  
part of the document

Addl. Dist. Sub-Regis.  
Sadar Malda.

06 NOV 2023

DEVELOPMENT/CONSTRUCTION AGREEMENT BETWEEN THE  
LANDLORDS & THE PROMOTER CUM DEVELOPER.

THIS DEED OF DEVELOPMENT AGREEMENT is made on this 06<sup>th</sup> day of  
November 2023

- in BETWEEN -

"BITTHAL DEVELOPERS PVT. LTD." PAN No. AAFCB1117R (a Company  
Registered under the Companies Act, 1956) having its registered office at  
Vivekananda Pally, N.H.-34 within P.S. English Bazar, Dist. Malda (WB),  
Represented by its Directors (1) SRI BINOD AGARWALA, PAN No.  
ACKPA4685K, S/o. Late Gouri Shankar Agarwala and on behalf of another  
Director namely SMT. REKHA AGARWALA PAN. No. AETPA7991P, W/o. Binod  
Agarwala, by virtue of registered Power of Attorney bearing Deed No. IV-42  
dtd. 11.02.2022 registered in the Office of D.S.R. Malda, both are residents of  
Vivekananda Pally, N.H.-34 within P.S. English Bazar, Dist. Malda-732101  
(WB), both are by Faith- Hindu, by Occupation- Business, Nationality: Indian  
hereinafter referred to as PROMOTER-CUM-DEVELOPER as well as SECOND  
PARTY [which terms or expressions shall unless excluded by or repugnant to  
the subject or context be deemed to mean and include its heirs  
Representatives, successors in interest, Administrators, legal representatives  
and assigns] of the SECOND PART.

Contd Page...2

Draft by  
A. K. Agarwala  
Advocate  
Bardh Road  
Malda

Amrit Acharya  
Sangita Acharya

Bitthal Developers Pvt. Ltd. Represented  
by the Director- Binod Kumar Agarwala  
himself and on behalf of Director Smt.  
Rekha Agarwala by virtue of Power of  
Attorney

Page...2

AND

1. AMBORISH ACHARYA, by Profession- Service, PAN No. AHMPA8937B  
S/o Late Paritosh Acharya Permanent resident of New Bansbari, Ward  
No. 14, P.S. English Bazar, P.O. & Dist. Malda, PIN-732101, West Bengal  
and Temporary Address at J-1503, Nagarjuna Meadows Phase-ii,  
Doddaballapura Main Road (Next to California Resort), Yelahanka,  
Bangalore(North), Bangalore-560064, Karnataka 2. SANGITA ACHARYA  
by Occupation- House-widow, PAN No. BIBPA5869H, W/O. Late Arnab  
Acharya, resident of New Bansbari, Ward No. 14, P.S. English Bazar, P.O.  
& Dist. Malda, PIN-732101, West Bengal both are by Caste Hindu, both  
by Nationality : Indian, hereinafter referred to as the LAND  
OWNERS/SECOND PARTIES (which terms shall unless contrary or  
repugnant to be context mean and include their legal heirs, executors,  
administrators and assignees) of the SECOND PART.

a. PARTIES TO THE CONTRACT : Land Owners - Amborish Acharya,  
S/o Late Paritosh Acharya & Sangita Acharya, W/o. Late Arnab  
Acharya and Promoter Cum Developer- Bitthal Developers Pvt. Ltd  
Represented by its Directors 1. Sri Binod Kumar Agarwala, S/o. Late  
Gouri Shankar Agarwala & 2. Smt. Rekha Agarwala W/o. Binod Kumar  
Agarwala.

b. DEVOLUTION OF TITLE OF THE PROPERTY :

WHEREAS ALL THAT piece or parcel of land admeasuring about 37.00  
decimals of RS Plot No. 1024 under Mouza- Kutubpur-Fulbari, J.L. No. 64  
within P.S. English Bazar, Dist. Malda previously owned by Sunil Chandra  
Bhowmik and he purchased the said property in the year 1947 through  
registered sale deed bearing No. 1-5633 dtd. 03.12.1947 registered in the  
office of DSR, Malda.

SHRI K. S. AGARWAL  
Advocate  
2nd Branch Road  
Malda

*Suniti Rani Acharya*

*Rekha Agarwala*

Bittel Developers Pvt. Ltd. Represented  
by the Director- Binod Kumar Agarwala  
himself and on behalf of Director Smt.  
Rekha Agarwala by virtue of Power of  
Attorney

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During possessing the said property Sunil Chandra Bhowmik transferred 37.00 decimals of RS Plot No. 1024 under Mouza- Kutubpur-Fulbari, J.L. No. 64 within P.S. English Bazar, Dist. Malda in favour of Smt. Suniti Rani Devi W/o Brojendra Kumar Acharya through Registered Sale Deed bearing Deed No.I-8076 dtd. 28.07.1954 registered in the office of DSR, Malda.

Thereafter, Smt. Suniti Rani Devi executed a registered deed of Disclaimer pertaining to 18.50 decimals of property on the southern side out of 37.00 decimals of RS Plot No. 1024 under Mouza-Kutubpur-Fulbari in favour of her husband, Brojendra Kumar Acharya through Registered Deed of Disclaimer vide No. I-1643, dated 20.02.1958, registered in the office of DSR, Malda.

During the peaceful enjoyment of 18.50 decimals each, both Smt. Suniti Rani Devi and her husband Brojendra Kumar Acharya decided to alienate 0.0649 decimal each from their respective 18.50 decimals. This was done to facilitate the extension of the Municipal Road and Drainage space. After this alienation, each of them retained 17.851 decimals of the property.

Subsequently Smt. Suniti Rani Devi died leaving behind Brojendra Kumar Acharya as husband, two sons namely Paritosh Kumar Acharya & Santosh Kumar Acharya and one daughter named Ratna Bhaduri as her legal heirs and successors. And each of them inherited  $\frac{1}{4}$  share of land measuring about 4.462 decimals out of 17.851 decimals. In this way Brojendra Kumar Acharya inherited  $\frac{1}{4}$  share of land i.e. 4.462 decimals and 17.851 decimals by deed No. I-1643 dtd. 20.02.1958 i.e. total 22.313 decimals in respect of the property of RS Plot No. 1024 under Mouza- Kutubpur-Fulbari within P.S. English Bazar, Dist. Malda.

Thereafter Brojendra Kumar Acharya transferred 11.40 decimals out of 22.313 decimals in favour of his son named Paritosh Kumar Acharya through registered Gift deed bearing No. I -13088 dtd. 30.12.1983 registered in the office of ADSR, Malda.

Amborish Acharya  
Sangita Acharya

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In this way, Paritosh Kumar Acharya inherited 4.462 decimals from his deceased mother and received 11.40 decimals through Gift Deed No. I-13088 dated 30.12.1983, making a total of 15.862 decimals. However, he only obtained actual physical possession during the KB Stage (Khanapuri Bujharat), which was 14.41 decimals. This possession was officially recorded in his name under Khatian No. 1459 (P-70).

Afterwards, Paritosh Kumar Acharya sold 2.47 decimals to a Third Party, namely Mitali Das, wife of Subhendu Das and retained 11.94 decimals in his possession with clear demarcation and got the property recorded in his name in L.R. Khatian No. 1459 of L.R. Plot No. 61. It should be noted that during the L. R. Operation, the R.S. Plot No. 1024 was converted into L.R. Plot No. 61.

Thereafter, Paritosh Kumar Acharya passed away on 12.10.2022. He is survived by his one son, Amborish Acharya, and his deceased son's widow (daughter-in-law) named Sangita Acharya, who are his legal heirs and successors. It is also mentioned that Paritosh Acharya's wife, Ratna Acharya, passed away on 04.05.2021, and one of his sons, Arnab Acharya, passed away on 27.03.2013.

Subsequently, the present land owners, Amborish Acharya and Sangita Acharya, inherited 5.97 decimals each from deceased Paritosh Kumar Acharya. They recorded their respective shares of land in the No. 5505 for Amborish Acharya & Khatian No. 5506 for Sangita Acharya in the finally published L.R. Khatian. The details of the land are described in Schedule A below. From the English Bazar Municipality record it is found that the said property is lying mutated in the name of Brajendra Kumar Acharya presently stands as Holding No. 39/54/280 under Word No. 14 within P.S. English Bazar, Dist. Malda.

ENTITLED DEVELOPERS PVT. LTD.  
Binali Developers Pvt. Ltd. Represented  
by the Director- Binod Agarwala himself  
and on behalf of Director Smt. Rekha  
Agarwala by virtue of Power of Attorney

Ambarish Acharya  
Sangita Acharya

DIRECTOR  
Bithal Developers Pvt. Ltd. Represented  
by the Director- Bindu Agarwala himself  
and on behalf of Director Smt. Rekha  
Agarwala by virtue of Power of Attorney

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**C. ABSOLUTE JOINT OWNERSHIP OF AMBORISH ACHARYA & SANGITA ACHARYA AND NON ENCUMBRANCE :**

WHEREAS said land is jointly owned by Ambarish Acharya & Sangita Acharya measuring about 11.94 decimals of RS Plot No. 1024, L.R. Plot No. 61, L.R. Khatian 5505 and L.R. Khatian No. 5506 under Mouza- Kutubpur-Fulbari, J.L. No. 64 within P.S. English Bazar, Dist. Malda presently stands with Holding No. 39/54/280 under Word No. 14 within P.S. & Municipality : English Bazar, Dist. Malda which is free from all encumbrance and the Land Owners acquired the said property with absolute, right, title and interest And it was also found that the said property is recorded as "Bastu" and the said property has not been sold / transferred, lien, mortgaged or leased out to anybody else nor the same has been affected by any charge, lispended or mortgaged. And nothing found contrary to this present position and hence it is free from all encumbrances. The said property has not been Vested by the Government of West Bengal and the same is recorded in LRROR in the name of Ambarish Acharya & Sangita Acharya.

**d. SCHEDULE OF PROPERTY WITH BOUNDARIES FOR CREATION OF DEVELOPMENT & BUILDING CONSTRUCTION :**

The landowners, Ambarish Acharya and Sangita Acharya, intend to hand over 9.81 decimals (equivalent to 5.95 Kathas) out of the total 11.94 decimals to the Promoter-Cum-Developer. This pertains to RS Plot No. 1024, L.R. Plot No. 61, L.R. Khatian No. 5505 and Khatian No. 5506 under Mouza-Kutubpur-Fulbari, J.L. No. 64 within P.S. English Bazar, Dist. Malda. The land is presently held under Holding No. 39/54/280 within Ward No. 14, P.S. & Municipality: English Bazar, Dist. Malda. Classification of Land is Bastu;

Boundaries :

On and towards North : Suren Mardi & Bharati Mardi;

On and towards South : Banshbari Primary School;

On and toward East : House of Laltu Mukherjee;

On and towards West : 8'-0" wide Municipal Lane (Unassessed Road):

DIPAK LASKAR  
Advocate  
Patanali Babulal Road  
Malda

Amrit Ahluwalia  
Son of  
Sukhdev

Binod Agarwala

Bithal Developers Pvt. Ltd. Represented  
by the Director- Binod Krishan Agarwala  
himself and on behalf of Director Smt.  
Rekha Agarwala by virtue of Power of  
Attorney

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**e. DESIRE OF DEVELOPMENT OF THE LAND AND ACCEPTANCE :**

WHEREAS the "LANDOWNERS," i.e. the Second Parties of the Second Part, have offered to develop the land described in "Schedule A" to the "PROMOTER-CUM-DEVELOPER," i.e. the First Party of the First Part. After inspecting the said property, the PROMOTER-CUM-DEVELOPER has agreed to take the responsibility for the development of the property mentioned in Schedule "A" by constructing the proposed building at its own cost and assuming all responsibilities until completion, in accordance with the sanctioned building plan issued by the Authority of English Bazar Municipality, Malda. Both parties have accepted this proposal, and this agreement for development is entered into between both parties on the following terms and conditions:

**f. TERMS AND CONDITIONS AGREED UPON BY THE BOTH LAND OWNERS AND THE DEVELOPER CUM PROMOTER ARE AS FOLLOWS:**

1. The LAND OWNERS above named hereby declare that the LAND OWNERS are the sole and absolute OWNERS of the property described in the SCHEDULE "A" hereunder written free from all encumbrances, attachments, charges, liens, *lispendens*, suits or proceedings in any manner whatsoever and the LAND OWNERS have good right, title, full power and absolute legal authority to enter into this agreement for development and also to settle the terms and conditions of this agreement as referred to herein.
2. The Owners have assured that they have not committed, contracted, or entered into any agreement for the sale, lease, or development of the said property or any part thereof with any person or persons other than the Developer-Cum-Promoter prior to entering into this agreement. The owners state that they have not created any mortgage, charge, or any other encumbrances on the said property as mentioned herein. The Owners shall hand over the original title deeds and other relevant documents of the below-

DIPAK BASKAR  
Advocate  
Puratoli Banda Road  
Malda

Amol Agarwal  
Sangita Agarwal

REKHA AGARWAL  
REKHA AGARWAL

Birthal Developers Pvt. Ltd. Represented  
by the Director- Binod Kumar Agarwala  
himself and on behalf of Director Smt.  
Rekha Agarwala by virtue of Power of  
Attorney

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scheduled property in favour of the Developer-Cum-Promoter before starting the construction work, and the same shall remain in the custody of the Developer-Cum-Promoter during the construction work.

3. That the LAND OWNERS hereby grant exclusive right and authority for development of the said property in favour of the Developer-Cum-Promoter subject to the performance of the terms, conditions, stipulations and respective obligations on the part of the Developer-Cum-Promoter contained in this agreement.
4. The Developer-Cum-Promoter will engage the Architect for Plan, layout and other specified services like Revised Sanction Plan with best possible way by the cost of Developer-Cum-Promoter himself.
5. The Promoter-Cum-Developer further undertakes to complete the construction of the proposed G+6 storied building on the "A" schedule property as per the approved Building Plan of English Bazar Municipality, Dist. Malda, using standard quality building materials. The Promoter-Cum-Developer shall make all necessary efforts to obtain the approve & sanction Building Plan through the Chairman of English Bazar Municipality, Malda, within one year after receiving peaceful possession of the "A" schedule property from the land owners. The necessary expenses for obtaining the sanction of the Building Plan shall be borne by the Promoter Cum Developer.
6. The Promoter-Cum-Developer further undertakes to engage competent and qualified Architect(s), Engineer(s), supervisor(s), surveyor(s), laborers, contractor(s), guards, plumbers, electrician(s), and any other required individuals for the purpose of the construction of the proposed building. The PROMOTER CUM DEVELOPER shall be responsible for paying or bearing their remunerations, fees, wages, salaries, etc. The LAND OWNERS shall be kept harmless and indemnified by the PROMOTER CUM DEVELOPER against all third-party claims related to the construction and activities carried out by the engaged personnel.

DIPAK ASKAR  
Advocate  
Ami Babd Road  
Malda

Amrit Acharya  
Sengita Acharya

Bitthal Developers Pvt. Ltd. Represented  
by the Director- Bindu Kavita Agarwala  
himself and on behalf of Director Smt.  
Rekha Agarwala by virtue of Power of  
Attorney

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7. That the PROMOTER CUM DEVELOPER shall purchase and procure all standard quality building materials, such as cement, steel, iron, stone chips, sand, bricks, and all other required building materials, as specified in "Annexure A." The PROMOTER CUM DEVELOPER shall be responsible for paying or bearing all costs associated with the procurement of these materials and any required electrical equipment, plumbing materials, and devices. The LAND OWNERS shall not be liable to pay any cost or price for the construction of the proposed building, as it is the sole responsibility of the PROMOTER CUM DEVELOPER. However, If there are any extra items or specifications required to be fitting and fixing to the allocated portion of the land owners, and these items exceed those mentioned in "Annexure A," then the LAND OWNERS shall indeed pay or bear the extra costs associated with such additional items.
8. That the name of the Building shall be "RATNAPARI APARTMENT".
9. The PROMOTER CUM DEVELOPER shall deliver the LAND OWNERS' allocation within the specific time as mentioned in this deed of Development Agreement and also may sold the Flat/Units/Garage etc or any portion to any Third Party/intending purchaser(s) from his allocation as the Promoter-Cum-Developer may think proper. The Promoter-Cum-Developer shall not raise any objections or questions regarding sale of Flat/Units/Garage etc or any portion by the LAND OWNER from it's allocation.
10. It is distinctly agreed and understood by and between the parties herein that the Promoter-Cum-Developer shall provide the Land Owner's "allocated area" in the said constructed G+6 storied-building as per schedule "B" below. This allotment includes the undivided proportionate share and interest in the underlying land of the A schedule property, as well as other common areas, common passages, and facilities of the building.

1. *Agreement*  
2. *Agreement*  
3. *Agreement*

Bithal Developers Pvt. Ltd. Represented  
by the Director- Binod Agarwala himself  
and on behalf of Director- Smt. Rekha  
Agarwala by virtue of Power of Attorney

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11. The LAND OWNERS shall not claim any space or moiety share apart from their allocated area in the proposed G+6 storied building, even if there are any additional spaces beyond the "A" schedule area that may be sanctioned by the English Bazar Municipality, Malda. The LAND OWNERS agree not to make any claims or demands for such additional spaces from the Developer-Cum-Promoter.
12. The PROMOTER CUM DEVELOPER will be responsible for paying or bearing the entire costs for the construction of the building, including the common areas and facilities in the proposed building. The description of such common areas and facilities in the proposed building is fully and particularly referred to in SCHEDULE "D" as provided below.
13. That within one year of project completion or the sale of all flats/ units/garages, whichever occurs earlier, the LAND OWNERS and the Other Flat Owners/Occupiers including Garage owner whatsoever of the multistoried building will be responsible for the expenses related to the maintenance of the common spaces, amenities, and facilities, including the lift, silent generator, etc., as stated in Schedule "E". The maintenance expenses will be shared by all the owners proportionately in accordance with their respective allocations/occupation of area of flat(s) garage or unit. The said Owners mandatorily form a society within the said time limit (one year) for proper management and maintenance of the building.
14. It is further agreed and understood by and between the parties herein that if the Promoter-Cum-Developer is prevented from fulfilling its obligations due to any sufficient cause beyond its control, such as an act of God, earthquake, riot, or any court order, or due to the statutory embargo period, then in that event, such period of prevention shall be considered and automatically the affected period shall be extended without any penal compensation by the LAND OWNERS. The Promoter-Cum-Developer shall not be held liable for delays or non-performance caused by such unforeseen circumstances beyond its control.
15. The LAND OWNERS hereby agree and undertake to sign and execute all letters, receipts, documents, declarations, forms, applications, plans, or any

*YPUtASKAR*  
Paramanand Banerjee  
Signature

Amish Vlog  
Sanjita Acharya

Bithal Developers Pvt. Ltd. Represented by the Director- Bindu Agarwala himself and on behalf of Director Smt. Rekha Agarwala by virtue of Power of Attorney

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other paper or documents if required by the Promoter-Cum-Developer for submission to any statutory authority. The Promoter-Cum-Developer shall bear all the costs associated with such requirements. However, it is expressly agreed that no deed of conveyance or Sale Deed shall be signed, executed, or registered by the LAND OWNERS for their allocated flats until and unless they receive full possession of all the flats allocated to them as per the allocations mentioned in "B" schedule below. Similarly, the PROMOTER CUM DEVELOPER will also take exclusive possession of its own allocated area as mentioned in the "C" schedule below before any deed of conveyance or Sale Deed is signed, executed, or registered. That the land owners after taking delivery of their entire allocation/flats & garages as listed in column No. 37(n), they must individually submit a declaration under oath, duly authenticated by a Notary Public/Executive Magistrate/Judicial Magistrate. This declaration should confirm that they have received their allocation/flats & garages to their full satisfaction and that no further grievances will be entertained henceforth.

16. It is distinctly agreed and understood by and between the parties herein that the Promoter-Cum-Developer shall not have any right or authority to receive booking money, earnest money, or consideration money for the Owners' allocated portion in the proposed building, as referred to in SCHEDULE "B." Similarly, the LAND OWNERS shall not have any right or authority to receive booking money, earnest money, or consideration money for the Promoter-Cum-Developer's allocated portion in the proposed building, as referred to in SCHEDULE "C" hereunder. Any disputes arising regarding booking money, earnest money, consideration money, or any dispute concerning the allotment of flats/ shop rooms/units, either from the allocation of LAND OWNERS or from the allocation of the Promoter-Cum-Developer, will be treated as their individual liability and responsibility. The LAND OWNERS must intimate the Promoter-Cum-Developer about any booking activity from their allocation, and without the knowledge and consent of the Promoter-Cum-Developer, the Land Owners shall not take any bookings of flats/units, etc., from their own allocation.

17. It is to be mentioned that the allocation details, decided by and between both the Land Owners and the Promoter-Cum-Developer, are mentioned in

Amrit Singh  
Vasant Acharya

Rekha Agarwala

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Rekha Agarwala by virtue of Power of  
Attorney

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Schedule "B" as Land Owner's allocation and Schedule "C" as Promoter-Cum-Developer's allocation. These allocations shall be treated as part of the "Sole Property" of the respective parties by virtue of this Deed of Development Agreement.

18. That the Promoter-Cum-Developer shall be liable to pay or bear all claims, damages, dues, demands in any manner whatsoever or any labour disputes or claim for accident if any, during construction period.
19. That the Land Owners shall have the right to make inspection of the said building during the period of construction to ascertain or verify the nature of construction and the quality of building materials to be used by the Promoter-Cum-Developer but under no circumstances the Land Owners shall be entitled to cause any hindrance, obstruction or interference in the matter of construction of the building if the Promoter-Cum-Developer proceeds with the construction in terms of the building plan and the specification of the building materials as annexed "A" to this agreement.
20. That upon completion of the building, the Promoter-Cum-Developer shall provide written notification to the LAND OWNERS, informing them to take possession of their allocated portion in the proposed building. Simultaneously, the LAND OWNERS shall also furnish a written letter to the Promoter-Cum-Developer or to his nominated person, accepting the possession of the allocated portion. This exchange of possession letters will formalize the transfer of ownership and enable a smooth handover process.
21. It is further agreed and understood by and between the parties herein that the Promoter-Cum-Developer shall not entertain any complaint regarding the nature of construction, mode of finishing, or measurement of the flats to be allotted to the Land Owners after the delivery of possession of the said flats of the Land Owners' allocation, if the construction has been carried out as per the Land Owners' Desire. In other words, if the construction adheres to the specifications and preferences as communicated by the Land Owners, the Promoter-Cum-Developer shall not be held responsible for any related complaints.

DILIP LASKAR  
Advocate  
Gurukul Bandh Road

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22. That That the Promoter-Cum-Developer shall have the exclusive right and authority to publish any advertisement in any newspaper or advertising agency to attract prospective purchasers, nominees, or any person(s) intending to purchase the Flat/Unit/Garage etc..
23. That the parties hereby further agree and undertake to sign, execute and register any other documents, agreements, forms, applications, if required, to meet up any statutory restriction, liabilities, dues, demands, or any other supplementary agreement considering the facts and circumstances subsequent thereto if needed.
24. The Promoter-Cum-Developer shall install a lift in the newly constructed building at his own expense, and the Land Owners shall not be liable to pay any amount for the said purpose. The specifications of the lift will be decided by the Developer's choice, provided that the Promoter-Cum-Developer shall comply with the regulations set forth by the Concerning Municipal Authority.
25. The Promoter-Cum-Developer shall be responsible for installing electrical wiring and earthing in the said proposed building using available electrical standard materials and accessories from the market. The construction of the building will be carried out with materials as specified in Annex "A". The expenses for installing the Transformer, erection charges, and the electric meter of the building will be borne by the Promoter-Cum-Developer. However, the charges of installing individual/Personal electrical meters will be the responsibility of the respective flat owners and they will bear the said expenses including the Land Owners.
26. That both the Owners and the Proposed Purchaser(s) of Owner's allocation, as well as the Proposed Purchaser(s) of Promoter-Cum-Developer's allocation, will be liable to pay GST as applicable by the Government of West Bengal in respect of purchase of their respective Flats, Garage, Units, shop rooms, etc., before taking delivery of the respective flat(s) or at the time of registration of the sale deed, whichever occurs earlier. The quantum/percentage of GST will be applicable as per the prevailing government regulations at the time of payment by the respective parties. The GST for only 2 (Two) 3BHK flats of 1000 Sqft from the Owners' Allocation will be paid by the Promoter-Cum-Developer, and landlords will not be responsible for the same.

*Amber Aver Agency  
Uttaranchal*

*Bindu Agarwal*  
Bithal Developers Pvt. Ltd. Represented  
by the Director, Birend Kumar Agarwal  
himself and on behalf of Director Smt.  
Rekha Agarwal by virtue of Power of  
Attorney

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27. The Promoter-Cum-Developer, i.e., the First Party, shall provide the Flats/Garages mentioned in Schedule 'B' below to the Land Owners according to their allocations, along with a sum of Rs. 1,20,00,000/- (Rupees One Crore Twenty lakhs only). The allocation of Flats & Garages mentioned in Schedule-B of the proposed multistoried Building known as "Ratnapari Apartment" will be considered as the "Land owners Allocation," which is listed separately in Schedule-B. The mode of payment of Rs. 1,20,00,000/- (Rupees One Crore Twenty lakhs only) by the Promoter-Cum-Developer in favour of the Land Owners is provided separately as mentioned hereunder. The allocation of properties mentioned in Schedule B, along with the sum of Rs. 1,20,00,000/- (Rupees One Crore Twenty lakhs only), will be deemed to be squared up against the land of Schedule A property provided by the Land Owners to the Promoter-Cum-Developer. Consequently, the Land Owners shall have no further demands or claims regarding the A schedule property.
28. That, the LAND OWNERS shall never interfere with any part or portion of the Promoter's Allocation mentioned in Schedule-C of the said Multistoried Building, except for the portion (Flat/Garage, etc.) mentioned in Schedule-B Property. Similarly, the Promoter-Cum-Developer shall never interfere with any part or portion of the Owner's Allocation mentioned in Schedule-B of the said Multistoried Building, except for the portion (Flat/Garage, etc.) mentioned in Schedule-C Property.
29. The Promoter-Cum-Developer shall have the exclusive right to transfer his allocated Flats/Garage/Units, etc., in the proposed building or otherwise deal with or dispose of the same without any right or claim of the Land Owners or any other interested parties whatsoever. It is also clarified that the sale prices received from the sale or transfer of flats or any part or portion of the Residential Building from the Promoter Cum Developer's allocation shall be the property of the Developer cum Promoter/First Party. The Owners mentioned herein will not have any right to claim any consideration amount and will not be entitled to any portion thereof.

*DIPALASKAR  
Advocate  
Multi Barch Road*

Ambik Acharya  
Son of  
Smt

BITTHAL DEVELOPER

Bitthal Developers

Bitthal Developers Pvt. Ltd. Represented  
by the Director- Binod KANWAR Agarwala  
himself and on behalf of Director Smt.  
Rekha Agarwala by virtue of Power of  
Attorney

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30. During the construction work, if any litigation arises with the neighbours of the locality, or if any unforeseen incidents occur, or if any objections arise from any authority or English Bazar Municipality, the Promoter-Cum- Developer shall take necessary steps to minimize such issues and will be responsible for resolving the disputes or litigations through his own efforts. The LAND OWNERS will be not required to co-operate to minimize these types of litigations.
31. The Original title deed(s) of the "A" schedule property, along with certified copies of chain deeds and other related documents pertaining to the said property, shall be retained by the Promoter-Cum-Developer. These documents will be made available for inspection to interested persons or potential buyers upon the completion of the building.
32. That, for the smooth enjoyment of each space, flat/apartment, especially its common areas and facilities, the Land Owners, along with the other flat- Owners of the building, may collectively establish rules and bye-laws to guide all the Owners and form a society for its effective management. In such a scenario, all parties involved shall comply with the directives issued by the Association concerning matters related to common areas, facilities, and common expenses.
33. That after the completion of the building and the sale of all or any of the flats/spaces/apartments/Garage etc., the flat owners shall form an Association/Society, and this Association shall be responsible for managing and maintaining all the affairs of the building. The LAND OWNERS will also become part of this Association, along with other flat owners and future purchasers. Each member of the Association shall comply with the bye-laws and regulations set forth by the Association. The rooftop of the building shall be accessible to and enjoyed equally by all the flat purchasers and flat owners. The Land Owners shall refrain from undertaking any actions that could prevent the intending purchasers or the Promoter-Cum-Developer from

DIPU LASKAR  
Advocate  
-ali Bardi Road  
Gurgaon

Amidst  
Achint  
Vijay

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and on behalf of Director Smt. Rekha  
Agarwala by virtue of Power of Attorney

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constructing, completing, or engaging in any other activities related to the allocation of the building.

34. That in the event of the death of any Land Owner, it shall not result in the termination of this Agreement. Instead, the nominees/legal heirs of the deceased Owner shall automatically assume the rights and responsibilities of the Owner in all respects. During the construction work, if any unforeseen circumstances arise, such as mental, physical, or financial challenges that prevent the Developer-cum-Promoter from completing the construction work, the Developer Cum Promoter may appoint another representative with the consent of the Owners to carry out all tasks on behalf of the Promoter-Cum - Developer. This is to ensure the further construction and completion work of the multistoried residential Building while retaining the validity of this agreement.
35. If any disputes or differences regarding the construction and selling of the flats/garages, etc., will arise, only the Court in Malda has exclusive jurisdiction to resolve the disputes. The Malda Court will be the sole authority to resolve any legal matters or conflicts that may arise between the parties.
36. It is further stated that the Land Owners will be allotted a total area of 5000 (five thousand ) Sqft Built-up area, i.e., 6250 Sqft Super built-up area which includes 25% of built up area, in the said G+6 storied Building. If there is any difference in the allocated area upon measurement, both parties involved (presumably the Land Owners and the Builder/Developer) will be obligated to pay for the extra value of the additional area at a specified rate of Rs. 3,000/- ( Rupees Three thousand ) per square foot to the other party. This means that if the actual area received by the Land Owners is more than the promised 5000 Sqft, they will have to pay the Builder/Developer-Cum-Promoter at the rate of Rs. 3,000/- per square foot for the excess area. Similarly, if the actual area is less than 5000 Sqft, the Builder/ Developer-Cum-Promoter will have to compensate the Land Owners at the same rate.

  
JITENDRA LASKAR  
Purushottam P. D. B. S. S. S.  
N. N.

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37. That the Land Owners express that they have gone thoroughly with this agreement in normal mental condition and express their willful consent to put their signature on this agreement.

**g. COMMENCEMENT OF WORK :** The Land Owners/Second Parties will deliver the peaceful vacant possession of the 'A' Schedule Property in favour of the Developer-Cum-Promoter for demolition and construction work of Multistoried building within a maximum 02 (two) months from the date of registration of this Deed of Development Agreement. The Promoter-Cum-Developer will have the right to claim and utilize the debris of the building currently in existence. The Land Owners shall have no claim over the debris. The Land Owners and the Developer-Cum-Promoter are very well aware of the nature, location, demarcation, and frontage of the land. The Promoter-Cum-Developer will commence construction work within a period of 03 (three) months from the date of sanction and approval of the Building Plan by the Competent Authority of English Bazar Municipality, Dist. Malda.

**h. AVAILABILITY OF LOAN FOR CONSTRUCTION OF THE BUILDING**

**PROJECT :** The Promoter-Cum-Developer may take a loan from any Bank or financial institution in their own capacity for the completion of the building project. It is explicitly stated that the Land owner(s) will not be held liable in the future for that loan. Furthermore, the Promoter-Cum-Developer will not use the A schedule land as collateral for the said loan.

**i. REGISTERED POWER OF ATTORNEY :** For the smooth running of the said Project, the Land Owners, namely Ambarish Acharya & Sangita Acharya, shall lawfully authorize the Promoter-Cum-Developer through a Power of Attorney to execute and perform all acts, deeds, matters, and things pertaining to the construction of the said building and the sale of flats/ Garages, etc. from the allocation of the Promoter-Cum-Developer. The Power of Attorney likely to be granted to the Developer-Cum-Promoter will empower the Promoter-Cum-Developer to handle all aspects of the building's construction,

*Amrit Aher  
Sanjita Agarwala*

*Binod Agarwala*

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himself and on behalf of Director Smt.  
Rekha Agarwala by virtue of Power of  
Attorney

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the sale of flats, and to take all necessary steps for completing the Building project. Through this Power of Attorney, the Developer-Cum-Promoter acts on behalf of the Land Owners in these matters, facilitating the efficient execution of the Project. It is explicitly stated that under no circumstances shall this arrangement be construed as a partnership between the parties or an Association of persons.

That the LAND OWNERS further agree and undertake that Promoter-Cum-Developer will do or act as an attorney of the LAND OWNERS and the PROMOTER CUM DEVELOPER must complete the construction of the proposed building and to represent the LAND OWNERS where needed.

**j. OBLIGATION FOR EXECUTION OF POWER OF ATTORNEY :** The Land Owners have the obligation to execute a Registered deed of Power of Attorney in favour of the Developer-Cum-Promoter as soon as the execution of the Development Agreement is completed, to facilitate the construction of a Multistoried G+6 building on the A schedule land and to engage in the construction, sale, and other relevant activities of the Flats/garage/Units of the said Multistoried building derived from the allocation of the Promoter Cum Developer. The said Power of Attorney shall remain valid for a period of 30 (thirty) years or until the completion of the sale of all flats/Garages/Units etc. from the allocation of the Promoter-Cum-Developer, whichever occurs earlier. During the validity of the Power of Attorney, the Promoter-Cum-Developer will be authorized to act on behalf of the LAND OWNERS and perform all necessary acts related to the Project, including construction, sale, and other relevant activities.

**k. REVOCATION OF DEVELOPMENT AGREEMENT :** The LAND OWNERS shall not have the right to revoke this Development Agreement or the proposed registered deed of Power of Attorney during the validity period, as stated in clause 7 of this Development Agreement. Once the Development Agreement is executed by the Land Owners in favour of the Promoter-Cum-Developer, they are legally bound by its terms and cannot unilaterally terminate or revoke

*DEEPU LASKAR  
Advocate  
Circuit Bench Road  
Maita*

Ambarish Acharya  
Sangita Acharya

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and on behalf of Director Smt. Rekha  
Agarwala by virtue of Power of Attorney

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the agreement or Power of Attorney during the specified validity period. This deed of Development Agreement shall remain in force until and unless the entire Flats/all the spaces/garages of the said Residential Building sold out by the deeds of conveyances/Sale deed in favour of the intending Purchasers by the Promoter-Cum-Developer.

**1. MODE OF PAYMENT BY THE DEVELOPER-CUM-PROMOTER IN FAVOUR OF THE LAND OWNERS :** The Promoter-Cum-Developer, i.e., the First Party, shall provide the Flats/Garages mentioned in Schedule 'B' below to the Land Owners according to their allocations, along with a sum of Rs. 1,20,00,000/- (Rupees One Crore Twenty Lacs only). The said amount will be paid by the Promoter-Cum-Developer to the Land Owners out of which Fifty percent of the amount will be paid in the name of the First Land Owner, Ambarish Acharya, and the remaining fifty percent will be paid in the name of the Second Land Owner, Sangita Acharya, by means of a Cheque/Draft/RTGS/NEFT, etc., as follows :

- i) First installment payment of Rs. 30,00,000/- (Rupees Thirty Lacs only) to be made as early as possible after registration of the Development Agreement.
- ii) The second installment payment of Rs. 30,00,000/- (Rupees Thirty Lacs only) is to be made within 03 (three) months after the registration of the Development Agreement. If the Promoter cum Developer, due to unavoidable circumstances, cannot make the payment within the stipulated time mentioned above, the deadline will be extended to a maximum of 06 (six) months.
- iii) Third & final installment Payment of Rs. 60,00,000/- (Rupees Sixty Lacs only) to be made within two years from the date of registration of this deed of Development Agreement for the construction of multistoried building known as "Ratnapari Abasan."

**m. COMPENSATION IF NOT COMPLETED BUILDING PROJECT WITHIN STIPULATED**

**PERIOD :** The said Building Project named "Ratnapari Apartment" should be completed within a period of 03 (three) years from the date of approval and obtaining of sanction letter of building Plan by the Municipality Authority subject to force majeure. If the Promoter-Cum-Developer fails to complete the project after the stipulated time of 36 (Thirty-Six) months, the LAND OWNERS shall grant an additional six months as an extended period for completion of the project.

Amborish Acharya  
Sangita Acharya

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by the Director- Bindu Agarwala himself  
and on behalf of Director Smt. Rekha  
Agarwala by virtue of Power of Attorney

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Thereafter, the Land Owners have the right to claim Compensation from the Promoter-Cum-Developer to such an extent as the Arbitrator/Conciliator will decide. However, the Land Owners shall not enter into any new development agreement with any third party.

n. **LAND OWNER'S ALLOCATION :** The Land Owners' allocation means the total allotted area of 5000 (five thousand) Sqft Built-up area, i.e., 6250 Sqft Super built-up area, which includes 25% of the built-up area, in the said G+6 storied Building from the Ground floor to the Top Floor, known as "Ratnapari Apartment." Out of the 5000 Sqft Built-up area, the First Land Owner, Amborish Acharya, and the Second Land Owner, Sangita Acharya, will get their respective Flats and Garage as hereunder:

Name of the Land Owner	Name of the Floor	Number of Flat	Location of Flat
Amborish Acharya( First land Owner)	Forth Floor	Two flats (2 BHK)	One Flat is South-East facing and the another Flat is North-West Facing. Each flat consists with 750 Sqft Built-up area being Flat No. 5-A & 5-B. All flats will be painted with decent colour.
Amborish Acharya ( First land Owner)	Forth Floor	One flat ( 3BHK)	One Flat is South-West facing consists with 1000 Sqft Built-up being Flat No. 5-C The said Flat will be painted with decent colour.
Amborish Acharya ( First land Owner)	Ground Floor	One Open Garage	One Open Garage measuring about 120 Sqft
Sangita Acharya ( Second land Owner)	Third Floor	Two flats (2 BHK)	One Flat is South-East facing and the another Flat is North-West Facing. Each flat consists with 750 Sqft built-up area being Flat No. 3-A & 3-B. All flats will be painted with decent colour.

Sangita Acharya ( Second land Owner)	Third Floor	One flat ( 3BHK)	One Flat is South-West facing consists with 1000 Sqft built-up area being Flat No.3-C. The said Flat will be painted with decent colour.
Sangita Acharya ( Second land Owner)	Ground Floor	One Garage	One Open Garage measuring about 120 Sqft.

**o. DEVELOPER'S ALLOCATION :** The Builder's/Developer Cum-Promoter's allocation means the total area of the G+6 storied building from Ground Floor to Top Floor, excluding the allocation of Land Owners' Flats of 5000 (five thousand) Sqft Built-up area and two Garages on the Ground floor, as mentioned in the Owner's allocation and Schedule-B hereunder. The Developers's Allocation is mentioned in Schedule-C hereunder .

**p. PAYMENT OF TAXES, FEES AND OTHER CHARGES :** That the Promoter-Cum -Developer shall bear the necessary Taxes/fees/ charges of the A schedule premises till completion of construction of the building. After handing over/delivery of flats/Garage /Units from the allocation of the Promoter-Cum -Developer as well as OWNERS to the buyers, the respective Flat Owners/Occupiers will mutate their respective flat/ Garage/Units etc. within three months from taking registration of flat/ Garage in their favour and each purchaser will be responsible for the payment of taxes, fees, and charges levied by the Municipality/Government on their respective flat/garage/shoproom as per the allotment. The PROMOTER CUM DEVELOPER will not be liable or responsible for the payment of Municipal Taxes, Mutation fees, Khazna, Electric bills, or any other fees after the registration of the flat/garage, etc.

**q. MUTATION OF THE FLATS/GARAGES/UNITS WITH ENGLISH BAZAR MUNICIPALITY :** The proposed purchasers of the LAND OWNERS' allocation and the proposed purchasers of the Promoter-Cum-Developer's allocation will

Amish ~~W. G.~~  
Scouting ~~W. G.~~

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be responsible for paying the Municipal Mutation fees for their respective Flats/Garage/Units, as applicable, to facilitate the necessary Municipality clearance. Additionally, the proposed purchasers of both the Promoter's Allocation and the Land Owners from the Land Owner's Allocation must deposit 10% (Ten Percent) of the sale value of flats/Garages/shoproom, etc., in favour of the Developer-Cum-Promoter as Interest-free-refundable Security Money save and except 02 (two) Nos. of 3-BHK flats of 1000 Sqft, as the mutation fees of the said two flats will be borne by the Promoter cum Developer.

The Security Money will be refunded to the respective parties by the Promoter-Cum-Developer once the mutation process is completed, and the respective flats/Units/Garage, etc., are transferred to the names of the Purchasers/Buyers. The 10% security deposit of the Land Owners' allocation will be initially deducted from the last payment likely to be made to the Land Owners by the Developer-Cum-Promoter and will be refunded after the Municipal mutation of all flats/garage, etc., from the Land Owners' allocation. The Land Owners may collect the Municipal mutation fees from the proposed purchasers of land Owner's allocation.

**r. DELIVERY OF POSSESSION OF THE FLATS/GARGES/UNITS :** The said Building Project named "Ratnapari Apartment" should be completed within a period of 03 (three) years from the date of approval and obtaining of sanction letter of building Plan by the Municipality Authority subject to force majeure. If the Promoter-Cum-Developer fails to complete the project after the stipulated time of 36 (Thirty-Six) months, the LAND OWNERS shall grant an additional six months as an extended period for completion of the project.

**8. SEPARATE ACCOMODATION OF LAND OWNERS DURING CONSTRUCTION PERIOD:**  
Since the date of handover of the peaceful vacant possession of the Schedule-A property by the Land Owners in favour of the Developer-Cum-Promoter, the Developer-Cum-Promoter shall pay Rs. 7,200/- ( Rupees Seven thousand Two hundred only) as rent in favour of the Land Owner No. 2 Sangita Acharya and Rs. 4,800/- ( Rupees Four thousand Eight hundred only) as rent in favour of the Land Owner No. 1 Amborish Acharya through Bank transaction/cash till delivery of flats to them from the Land owner's allocation.

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D-15000 - Smith Corp.  
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Ambika Acharia  
Surajita Acharya

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IN THIS DEED OF AGREEMENT THE TERMS USED HEREIN IT IS  
CONTRARY AND/OR REPUGNANT TO THE SUBJECT OR CONTEXT HAS  
THE FOLLOWING MEANING.

DEFINITION:

- A. ARCHITECT/ ENGINEER/ L.B.S. shall mean the authorized and registered person who may be appointed by the PROMOTER CUM DEVELOPER for planning and supervising of the multistoried building to be constructed in the "A" schedule below property.
- B. BUILDING shall mean the proposed building G+6 known as "RATNAPARI ABASAN" proposed to be constructed in the A schedule premises. The said building shall mean such stories of the building and construction on the said premises in which the said flats are situated.
- C. COMMON EXPENSES shall mean and include all expenses to be incurred by the co-purchasers for the better management, maintenance and keep up clean of the building and/ or the common purpose including those mentioned in the "D" Schedule written hereunder. The expenses shall be paid by the occupiers/ co-purchasers of the flats. All expenses whatsoever shall be borne by the purchasers/occupiers from the date of taking entry into the said flat or from the date of registration whichever is earlier.
- D. COMMON AREA shall mean common areas and installations expressed or intended for the common use and enjoyment of the occupants of the flats in the building mentioned in the "D" schedule hereunder.
- E. COMMON PORTION shall mean for the purposes of management and maintenance of the building in particular the common parts and the common portions, collection and disbursement of the common expenses and dealing with the matter of common interest of the co-purchasers relating to their actual rights and obligations for the most beneficial use and enjoyment of their respective flats exclusively and the building in common by the co-purchasers.

  
DIPUL LASKAR  
Advocate  
Amli Bandh Road

Amrit Singh  
Anil Agarwal  
Yogesh

Binod Kumar Agarwal  
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by the Director- Binod Kumar Agarwal  
himself and on behalf of Director Smt.  
Rekha Agarwal by virtue of Power of  
Attorney

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F. BUILDING PLAN shall means the plan of the G+6 multi-storied building approved by the English Bazar Municipality subject to such alteration, modification, revision therein from time to time made with the approval of the Architect engaged by the Promoter-Cum-Developer.

G. SUPER BUILT-UP AREA shall mean the saleable area that includes the carpet area of the individual unit along with a proportionate share of common areas which comprises common spaces like the lobby, corridors, staircase, and other amenities shared by all the residents of the building. The super built-up area is 25% ( Twenty five percent ) of the common areas to the carpet area of the apartment.

H. BUILT-UP AREA ( For any individual unit) shall mean the area covered with outer wall and constructed for the unit including fifty percent area covered by the common portion wall between two units and cent percent area covered by the individual wall for the said unit.

I. COVERED AREA ( For any individual unit) shall mean total built up area for any unit plus proportionate share of stairs, lobby and lift area ( if any).

J. SALEABLE SPACE : shall mean the space within the building(s), which is available as an Unit/Flat for independent use and occupation in respect of Land Owner's Allocation & Developer's Allocation as mentioned in this Agreement.

K. COMMENCEMENT shall be deemed to have been commenced w.e.f. the date which is written on the top of the Deed of Development Agreement.

L. COMMON FACILITIES shall include corridor, walls, ways, stair case, passage, drive ways, pump room, septic tank, sewerage system, water pump, motor, roof/terrace, parapet walls, Night Guard 's room etc., and

  
DIPU LASKAR  
Advocate  
Panbari Bazar Road  
Molda

Amitha Ashu  
Sonia Agarwal

Bindu Agarwal

Bitthal Developers Pvt. Ltd. Represented  
by the Director- Bindu ~~Sunita~~ Agarwal  
himself and on behalf of Director Smt.  
Rekha Agarwal by virtue of Power of  
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other facilities which may be mutually agreed upon between the parties  
for enjoyment, maintenance and/or management of the building.

M. THE CO-OWNERS shall according to the context mean all persons who  
will own Flats/Units in the building including the LAND OWNERS.

N. DEVELOPER/ DEVELOPER-CUM-PROMOTER shall mean said BITTHAL  
DEVELOPERS PVT. LTD." (a Company Registered under the Companies Act,  
1956) having is registered office at Vivekananda Pally, N.H.-34 within  
P.S. English Bazar, Dist. Malda (WB) and its Directors/representatives and  
assigns.

O. CONSTRUCTION COST : shall mean that the Developer-Cum-Promoter  
shall carry total construction work of the G+6 storied building at his own  
costs and expenses. No liability on account of construction costs will be  
charged from Land Owner's allocation if there is no changes of any  
specification of the materials.

P. LAND OWNERS : shall mean the Second Parties of the Second Part. The  
Second Parties including themselves, their respective legal heir(s),  
successor(s), representative(s), administrative(s), executor(s), nominees  
and assignee(s).

Q. DEVELOPER'S ALLOCATION shall mean the entire allocation of  
Flats/Spaces/Garages /Units, etc. of "C" schedule property of the said  
multistoried G+6 building known as "RATNAPARI ABASAN", excluding the  
allocation of Land Owners mentioned in Schedule-B consisting of  
Flats/Spaces/Garages/Units, etc. of the said multistoried building.

R. LAND OWNERS' ALLOCATION shall mean the entire allocation of  
Flats/Spaces/Garages/Units, etc. of Schedule-B property of the multistoried G+6  
building known as "RATNAPARI ABASAN", excluding the allocation of the  
Promoter-Cum-Developer mentioned in Schedule-C consisting of  
Flats/Spaces/Garages /Units, etc. of the said multistoried building. The details  
of the land owner's allocation are given hereunder separately.

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Advocate  
Amli Banch Road  
Malda

Amresh Acharya  
Sangita Acharya

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by the Director- Binod Agarwala himself  
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Agarwala by virtue of Power of Attorney

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S. DOCUMENTS shall mean, Title Deeds, Link deeds, R.O.R., Tax Receipts and other related papers and the documents in connection with it's title.

T. SPACE shall mean the covered space consisting of rooms and all fittings and fixtures therein together with undivided proportionate share or interest in the land comprising the premises together with common rights, facilities and amenities.

U. FORCE MAJURE shall mean flood, earth quake, riot, war, storm, tempest, civil commotion, strike, lock out and/or any other act or omission beyond the control of the party/parties affected thereby.

V. PREMISES mean the property situated in the District of Malda within P.S. & Municipality English Bazar, pertains to RS Plot No. 1024, L.R. Plot No. 61, L.R. Khatian No. 5505 and L.R. Khatian No. 5506 under Mouza-Kutubpur-Fulbari, J.L. No. 64 measuring about 9.81 decimals (equivalent to 5.95 Kathas) out of the total 11.94 decimals. The land is presently held under Holding No. 39/54/280 within Ward No. 14, P.S. & Municipality: English Bazar, Dist. Malda. Classification of Land is Bastu;

W. PURCHASER shall mean and includes the person or persons who intend to purchase Flat/Unit in the proposed multi-storied building.

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

Y. TITLE DEEDS mean the title Deeds of the owners.

Z. TRANSFER means transfer by possession and by any other means adopted for affecting what is understood as a transfer of space in a multi-storied building to the purchaser thereof although the same may not amount to a transfer in law.

Rekha Agarwala  
Managing Director

BILHAL DEVELOPERS PVT LTD

DIRECTOR  
Bilhal Developers Pvt. Ltd. Represented  
by the Director- Bindu Agarwala himself  
and on behalf of Director- Smt. Rekha  
Agarwala by virtue of Power of Attorney

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THE "A" SCHEDULE PROPERTY ABOVE REFFERED TO

(Said Land)

ALL THAT piece and parcel of land measuring about 9.81 decimals (equivalent to 5.95 Kathas) out of the total 11.94 decimals pertaining to RS Plot No. 1024, L.R. Plot No. 61, L.R Khatian No. 5505 and L.R. Khatian No. 5506, Under Mouza-Kutubpur-Fulbari, J.L. No. 64 within P.S. English Bazar, Dist. Malda. The land is presently held under Holding No. 39/54/280 within Ward No. 14, P.S. & Municipality: English Bazar, Dist. Malda. Classification of land is Bastu and the property is presently lying as vacant.

Boundaries :

On and towards North : Suren Mardi & Bharati Mardi;

On and towards South : Banshbari Primary School;

On and toward East : House of Laltu Mukherjee;

On and towards West : 8'-0" wide Municipal Lane (Unassessed Road):

THE " B " SCHEDULE PROPERTY ABOVE REFFERED TO

(To be provided as owners' allocation to the Land Owners/Second Parties)

ALL THAT self contained separate flats ( 4 Nos 2BHK & 2 Nos 3BHK) on the Third and Fifth Floor respectively of G+6 storied Building known as "Ratnapari Apartment" by virtue of approved Building Plan. Each 2BHK flat has a built-up area of 750 Sqft, and each 3BHK flat has a built-up area of 1000 Sqft. The flats are designed to include bedrooms, a kitchen, a drawing cum dining room, and toilets (one common and one attached). Additionally, there are two open garages on the Ground Floor, along with common areas, common spaces, a generator, and a pump-house area for the residents of the building.

  
DIPULASKAR  
Advocate  
Puratuli Babulh Road  
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Agarwala by virtue of Power of Attorney

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Name of the Land Owner	Name of the Floor	Number of Flat	Location of Flat
Amborish Acharya ( First land Owner)	Forth Floor	Two flats (2 BHK)	One Flat is South-East facing and the another Flat is North-West Facing. Each flat consists with 750 Sqft Built-up area being Flat No. 5-A & 5-B. All flats will be painted with decent colour.
Amborish Acharya ( First land Owner)	Forth Floor	One flat (3BHK)	One Flat is South-West facing consists with 1000 Sqft Built-up being Flat No. 5-C The said Flat will be painted with decent colour.
Amborish Acharya ( First land Owner)	Ground Floor	One Open Garage	One Open Garage measuring about 120 Sqft.
Sangita Acharya ( Second land Owner)	Third Floor	Two flats (2 BHK)	One Flat is South-East facing and the another Flat is North-West Facing. Each flat consists with 750 Sqft built-up area being Flat No. 3-A & 3-B. All flats will be painted with decent colour.
Sangita Acharya ( Second land Owner)	Third Floor	One flat (3BHK)	One Flat is South-West facing consists with 1000 Sqft built-up area being Flat No. 3-C The said Flat will be painted with decent colour.
Sangita Acharya ( Second land Owner)	Ground Floor	One Garage	One Open Garage measuring about 120 Sqft.

Amber Agarwal  
Sanjita Agarwal

Mr. R. K. Agarwal  
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himself and on behalf of Director Smt.  
Rukha Agarwal by virtue of Power of  
Attorney

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**THE "C" SCHEDULE PROPERTY ABOVE REFERRED TO**  
**(To be provided as PROMOTER CUM DEVELOPERS' allocation)**

ALL THAT self contained separate flats/ Garages/Units /Shop rooms etc. as decided by and between both the LAND OWNERS and the Promoter-Cum - Developer in each Floor of the (G+6) multi-storied building known as "Ratnapari Apartment" save ad except the allocation of the Land Owners mentioned in Schedule-B The Promoter-Cum Developer is also entitled to enjoy the common area, Common space, amenities, generator and pump-house area and other facilities of the said multistoried Building.

**SCHEDULE "D" ABOVE REFERRED TO**  
**(Common Areas and Facilities)**

ALL THAT THE FOLLOWING portions shall be treated as common areas and facilities:-

1. Entrance Gate.
2. Passage.
3. Over head water Reservoir,
4. Tinder ground water Reservoir.
5. Rain water pipe line,
6. Soil pipe line,
7. Pump room,
8. Meter room,
9. Exterior wall,
10. Ultimate Roof, Roof Parapet,
11. Stair, Stair case, stair landing,
12. Drainage and all the other common areas and facilities.
13. Roof /Terrace right,
14. One common bathroom for security guards and servants,
15. Lift.

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Advocate  
Kanafi Bawali Road  
Malka

Amrit Velha  
Sagar Agarwal

W. J. Agarwal  
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himself and on behalf of Director Smt.  
Rekha Agarwala by virtue of Power of  
Attorney

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**SCHEDULE "E" ABOVE REFERRED TO  
(COMMON EXPENSES PURCHASER SHALL BEAR PROPORTIONALLY  
ABOVE REFERRED TO)**

- A) The expenses of administration, maintenance, repair, replacement of the common parts, equipment's, accessories, common areas, and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, rainwater pipes, motors, pumps, water, electric wirings, installations, sewer, drains, any all other common parts, fixtures, fittings and equipment's, in, under or upon building enjoyed or used in common by the Purchaser co-Purchaser, or other occupiers thereof.
- B) The cost of cleaning and lightning the passage landings, staircases, lifts and other parts of the said other parts of the said building including the open spaces.
- C) The cost of decorating, repairing and painting the exterior of the said building.
- D) The salaries of clerks, chowkidars, durwans, Liftman, sweepers, electricians, plumbers etc.
- E) Municipal and other taxes.
- F) Cost of meter or electric meter and E or any deposit or electricity, electric charge for common rights, water pumps etc.
- G) Service, maintenance and repair charges of pumps lift etc.
- H) Such other capital or recurring expenses as are necessary and incidental for the maintenance and keepup of the said open spaces and all other amenities of common nature to be enjoyed by the Purchaser with the Owners or occupants of the other flats in the said building.

Amrit Mohan  
Sonjita Agarwala

Bindu Dabholkar

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himself and on behalf of Director Smt.  
Rekha Agarwala by virtue of Power of  
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**Annexure "A"**  
**SPECIFICATION**

1. **BUILDING:** The building designed with R.C.C. frame structure, tests or individual column foundation as per structural design approved by the Competent Authority and that project must be earthquake resistant.
2. **WALLS:** Brick masonry for the outer wall will be 8" thick, partition wall will be 5" thick with a minimum height as per sanctioned plan. The outer wall will be of cement plaster (1:4 sand).
3. **WINDOWS:** 1.2 mm thick Aluminum windows with integrated grills painted with synthetic enamel paint with 4 mm. one way vision glass. Windows will be Box typed.
4. **DOORS:** Door frame will be made of best wood and the interior door Panels will be of water proof flush type 32 mm thick. Main Door of each flat in Land Lord Portion fitted with collapsible gate.
5. **FLOORING :** Flooring will be Victify Floor ( measurement 2' x 2' or 1'-6" x 2'-0" )) whichever will be available.
6. **KITCHEN:** L-shaped or I-shaped Cooking platform will be of black granite 18" wide and 25" height 2' x 1" glazed tiles above the platform to protect the oil spot, One C.P. Rib cock and one sink cock both made by Essco, Hindwere & Jhonsen or equivalent brand will be provided to the landowner's allocation with a provision of keeping gas cylinder. Stainless steel sink with drain board/ only For land lord portion. Kitchen wall damp proof work to be done by Promoter Cum Developers' cost.
7. **TOILET:** All toilets will be provided with hot and cold water line Hindware, hindushan brand commode, sit cover, cistern, basin and Jaguar, Hindware & Jhonsen or equivalent brand basin and Shower Mixture and other CP, fittings only Land lord Portion. Toilet wall tiles fitted with Door Height. Toilet wall damp proof work done by Promoter Cum Developers' cost.

DIPAK LASKAR  
Advocate  
Purushottam Road  
Mumbai

Arshdeep  
Sangita Agarwal

Bindu Lata Agarwal

Birla Developers Pvt. Ltd. Represented  
by the Director- Bindu Lata Agarwal  
himself and on behalf of Director Smt.  
Rekha Agarwal by virtue of Power of  
Attorney

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8. ELECTRICITY : The Developer shall provide sufficient points which include light Points, calling bell points, etc, 2 nos. of split A/c points, 5 nos, of 15 AMP points which include Geyser points, Refrigerator point, Microwave point etc. and 1 T.V. Cable point and 2 Telephone Point per flat in LANDOWNERS allocation.

Concealed wiring with FINOLEX / HAVELLS / ANCHOR/ MESCAB or equivalent copper wire. Switches of Anchor, HAVELLS, FINOLEX & MCB 32 Amp main switches for each flat, proper electrical earthing, provision for pump (Crompton/ Kilo Square)

9. GRILL: Stainless Steel grill shall be fixed at Balcony /verandah up to 3'-6" height only and design will be as per selection of the Landowners.

10. ROOF AND TERRACE: The roof of the building will be finished with Roof Treatment.

12. Lift one standard type of lift fitted with sliding door with Machine Room., 4 passenger's elevator makes i.e. L.T. /Ambition or equivalent.

13. EXIT WORK : Any work other than specified above will be treated as extra work and will be carried on only upon prior payment of cost and expenses to be incurred therein.

14. All ground floor open to Air spaces with 2'x 2' Kota stone or equivalent materials.

15. All covered spaces : Stair cases with White/cream colour Marble.

16. Outside Paint - Acrylic Paint with Primer.

17. Inside - Putty.

#### Specification of materials

I. STEEL- TATA

II. CEMENT- Lafarge / Ultratech / JSW/ Ramco/Ocl

III. STONE- Pure 5/8 " & 3/ 4 th

IV. Sand- Full course & Medium Course.

V. BRICK-- Red Brick No. 1

Bindu Lata Agarwal  
Advocate  
926/936 Bawali Road

Amrit Acharya  
Songita Acharya

Rekha Agarwala  
Binal Developers Pvt. Ltd. Represented  
by the Director- Binod Kishore Agarwala  
himself and on behalf of Director Smr.  
Rekha Agarwala by virtue of Power of  
Attorney

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EXTRA COMMON FACILITIES :

- i. Boundary wall with Main gate/ gates of the said premises and common passage.
- ii. Installation of common services viz electricity, water pipes, sewerage, chains, and rain water pipes. pipes lines will be of PVC pipe (supreme / Ashirbad / Utkarshl or equivalent).
- iii Lighting in the common space, passage, and staircase. Stainless Steel Staircase Railing.
- iv. Common Electric meter.

IN WITNESS WHEREOF We, the above named Parties ( Land Owners and Developer-cum-Promoter) do hereunto set and subscribe their respective hands in good health and conscious mind and without any undue influence after going through the contents of this deed of this Development/Construction Agreement of Multistoried Building on the day, month and year first above written in presence of :

WITNESSES:

1. Abhijit Dhar  
S/o- Jibon & s. Dhar,  
R/o- Puratoli, Malda

2. Sangita Acharya  
2/3/1, New Market  
Subhasipally  
R/o- Thakhalia,  
Bijay Market, 732102.  
Drafted by :-

Dipu Laskar  
(Dipu Laskar)  
Advocate.

Malda Bar Association, Malda-732101.  
(Enrollment No.F-1125/1116/95 dtd.19.08.1995)

**DIPU LASKAR**  
Advocate  
Puratoli Banda Road  
Malda

1. Amrit Acharya  
2. Songita Acharya

SIGNATURE OF LAND OWNERS

Amrit Acharya  
Binal Developers Pvt. Ltd.

SIGNATURE OF DEVELOPER CUM  
PROMOTER

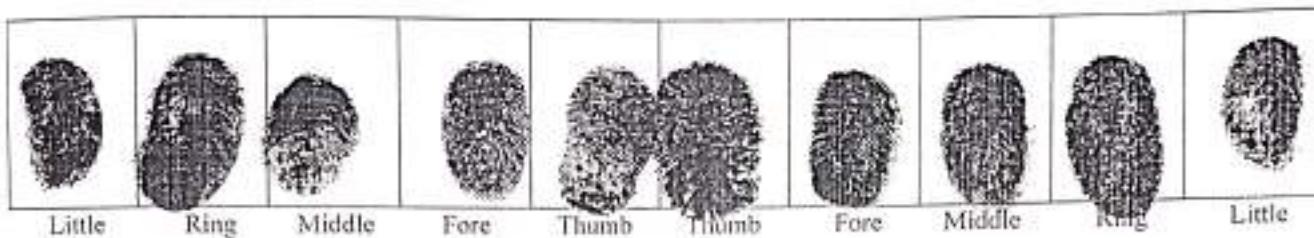
Abhijit Dhar  
Typed by :-  
(Abhijit Dhar) Advocate  
Malda Bar Association, Malda.

## ADDITIONAL SHEET



Sing Amitabh Bachchan

Left Hand Fingers Prints.

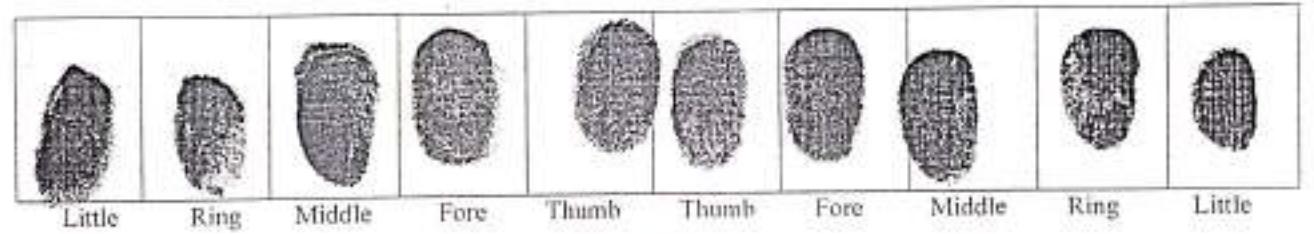


Right Hand Fingers Prints.



Sing Sangita Acharya

Left Hand Fingers Prints.

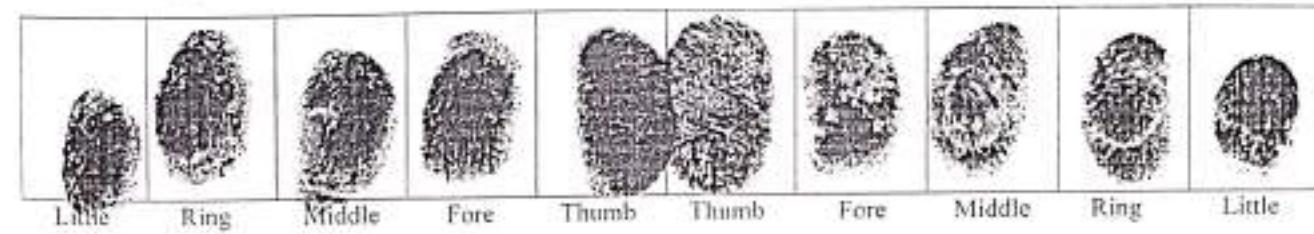


Right Hand Fingers Prints.



Sing Minal Desai

Left Hand Fingers Prints.



Right Hand Fingers Prints.

### Major Information of the Deed

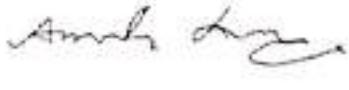
Deed No:	I-0902-12057/2023	Date of Registration	06/11/2023
Query No / Year	0902-2002753796/2023	Office where deed is registered	
Query Date	06/11/2023 10:38:03 AM	A.D.S.R. MALDA, District: Malda	
Applicant Name, Address & Other Details	PROVAT KUMAR DAS Bar Association Malda, Thana : English Bazar, District : Malda, WEST BENGAL, PIN - 732101, Mobile No. : 9679675032, Status : Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 1]	
Set Forth value		Market Value	
		Rs. 1,11,24,540/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 20,010/- (Article:48(g))		Rs. 14/- (Article:E, E)	
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: Unassessed Road, Mouza: Kutubpur Fulbari, JI No: 64, Pin Code : 732101

Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land ROR	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-61 (RS :-)	LR-5505	Commercial	Bastu	4.905 Dec	55,62,270/-	Width of Approach Road: 8 Ft., Adjacent to Metal Road,
L2	LR-61 (RS :-)	LR-5506	Commercial	Bastu	4.905 Dec	55,62,270/-	Width of Approach Road: 8 Ft., Adjacent to Metal Road,
TOTAL :				9.81Dec	0/-	111,24,540/-	
Grand Total :				9.81Dec	0/-	111,24,540/-	

#### Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr Amborish Acharya Son of Late Paritosh Acharya Executed by: Self, Date of Execution: 06/11/2023 Admitted by: Self, Date of Admision: 06/11/2023			

New Banshbari, City:- Not Specified, P.O:- Malda, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ahxxxxxx7b, Aadhaar No: 83xxxxxxxx3477, Status :Individual, Executed by: Self, Date of Execution: 06/11/2023 , Admitted by: Self, Date of Admission: 06/11/2023 ,Place : Office

2	Name	Photo	Finger Print	Signature
	<b>Mrs Sangita Acharya</b> Wife of Late Arnab Acharya Executed by: Self, Date of Execution: 06/11/2023 , Admitted by: Self, Date of Admission: 06/11/2023 ,Place : Office		 Captured	
		06/11/2023	LTI 06/11/2023	06/11/2023

New Banshbari, City:- English Bazar, P.O:- Malda, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101 Sex: Male, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: bixxxxxx9h, Aadhaar No: 63xxxxxxxx6378, Status :Individual, Executed by: Self, Date of Execution: 06/11/2023 , Admitted by: Self, Date of Admission: 06/11/2023 ,Place : Office

#### Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<b>BITTHAL DEVELOPERS PVT LTD</b> Vivekanandapally, NH-34, City:- English Bazar, P.O:- Malda, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101 , PAN No.:: aaxxxxxx7r,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

#### Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr Binod Agarwala (Presentant )</b> Son of Late Gouri Shankar Agarwala Date of Execution - 06/11/2023, , Admitted by: Self, Date of Admission: 06/11/2023, Place of Admission of Execution: Office		 Captured	
		Nov. 6 2023 3:47PM	LTI 06/11/2023	06/11/2023
	Vivekanandapally, City:- English Bazar, P.O:- Malda, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: acxxxxxx5k, Aadhaar No: 59xxxxxxxx2873 Status : Representative, Representative of : BITTHAL DEVELOPERS PVT LTD (as director)			

**Identifier Details :**

Name	Photo	Finger Print	Signature
Mr Abhijit Dhar Son of Mr Jibin Kumar Dhar Puratul, City:- English Bazar, P.O:- Malda, P.S:-English Bazar, District:- Malda, West Bengal, India, PIN:- 732101		 Captured	
	06/11/2023	06/11/2023	06/11/2023
Identifier Of Mr Amborish Acharya, Mrs Sangita Acharya, Mr Binod Agarwala			

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	Mr Amborish Acharya	BITTHAL DEVELOPERS PVT LTD-4.905 Dec

**Transfer of property for L2**

SI.No	From	To. with area (Name-Area)
1	Mrs Sangita Acharya	BITTHAL DEVELOPERS PVT LTD-4.905 Dec

**Land Details as per Land Record**

District: Malda, P.S:- English Bazar, Municipality: ENGLISH BAZAR, Road: Unassessed Road, Mouza: Kutubpur Fulbari, JI No: 64, Pin Code : 732101

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 61, LR Khatian No:- 5505	Owner:অবৰিশ আচার্যা, Gurdian:এবিজেন কুমাৰ আচার্যা, Address:বীণবাটী, Classification:বাস্তু, Area:0.05970000 Acre,	Mr Amborish Acharya
L2	LR Plot No:- 61, LR Khatian No:- 5506	Owner:সংগীতা আচার্যা, Gurdian:বিনোদ আচার্যা, Address:বীণবাটী, Classification:বাস্তু, Area:0.05970000 Acre,	Mrs Sangita Acharya

Endorsement For Deed Number : I - 090212057 / 2023

On 06-11-2023

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

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

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

Presented for registration at 14:47 hrs on 06-11-2023, at the Office of the A.D.S.R. MALDA by Mr. Binod Agarwala ..

**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 1,11,24,540/-

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

Execution is admitted on 06/11/2023 by 1. Mr Amborish Acharya, Son of Late Paritosh Acharya, New Banshbari, P.O: Malda, Thana: English Bazar, , Malda, WEST BENGAL, India, PIN - 732101, by caste Hindu, by Profession Service, 2. Mrs Sangita Acharya, Late Arnab Acharya, New Banshbari, P.O: Malda, Thana: English Bazar, , City/Town: ENGLISH BAZAR, Malda, WEST BENGAL, India, PIN - 732101, by caste Hindu, by Profession House wife

Identified by Mr Abhijit Dhar, , Son of Mr Jiban Kumar Dhar, Puratuli, P.O: Malda, Thana: English Bazar, , City/Town: ENGLISH BAZAR, Malda, WEST BENGAL, India, PIN - 732101, by caste Hindu, by profession Advocate

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

Execution is admitted on 06-11-2023 by Mr Binod Agarwala, director, BITTHAL DEVELOPERS PVT LTD (Private Limited Company), Vivekanandapally, NH-34, City:- English Bazar, P.O:- Malda, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101

Identified by Mr Abhijit Dhar, , Son of Mr Jiban Kumar Dhar, Puratuli, P.O: Malda, Thana: English Bazar, , City/Town: ENGLISH BAZAR, Malda, WEST BENGAL, India, PIN - 732101, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 14.00/- ( E = Rs 14.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 14/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/11/2023 11:58AM with Govt. Ref. No: 192023240276434901 on 06-11-2023, Amount Rs: 14/-, Bank: AXIS Bank ( UTIB0000005 ), Ref. No. 328005157 on 06-11-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 20,010/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 15,010/-

**Description of Stamp**

1. Stamp: Type: Court Fees, Amount: Rs.10.00/-  
2. Stamp: Type: Impressed, Serial no 596, Amount: Rs.5,000.00/-, Date of Purchase: 04/08/2023, Vendor name: Chhabi Karmakar

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/11/2023 11:58AM with Govt. Ref. No: 192023240276434901 on 06-11-2023, Amount Rs: 15,010/-, Bank: AXIS Bank ( UTIB0000005 ), Ref. No. 328005157 on 06-11-2023, Head of Account 0030-02-103-003-02

Sandipan Das

Sandipan Das  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. MALDA

Malda, West Bengal

of Registration under section 60 and Rule 69.  
stered in Book - I  
Volume number 0902-2023, Page from 287897 to 287938  
eing No 090212057 for the year 2023.



Digitally signed by SANDIPAN DAS  
Date: 2023.11.07 16:47:41 +05:30  
Reason: Digital Signing of Deed.

(Sandipan Das) 07/11/2023  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. MALDA  
West Bengal.