

15994/23

I-16468/23



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

L 154577

Q.M. 2-211/1958/23
The document is admitted to registration. The endorsement sheets and the signature sheet attached to the deed are part of the document.

22.12.2023
Registrar, Malda
U/s 1(2) of the Registration Act.

22 DEC 2023

Anwar Ali
Chandana De
Md. Alfayed Ali

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

AGREEMENT FOR DEVELOPMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made on this 21st Day of December, 2023

BETWEEN

1) **ANWAR ALI**, PAN- AEKPA4600E, son of Late Idrish Saikh, by occupation – Business, 2) **CHANDANA DE alias RUBI**, PAN- AGQPD1071N, wife of Anwar Ali, by occupation – Business, 3) **MD. ALFAYED ALI**, PAN- CVPPA6899D, son of Anwar Ali, by occupation – Business, all are by faith – Muslim, residing at Vill. & P.O. Choto Sujapur, P.S. Kaliachak, District – Malda, PIN- 732206, (W.B.), Citizen of India, hereinafter called and referred to as the “**OWNERS**” (which term or expressions

Drafted by me
Ziaullah
(Md. Ziaullah)
Advocate, Malda

No. 1175, H. 5000100, Date 21/12/2023

Name: *সফিকুর রহমান*

VII. *সফিকুর রহমান*

সফিকুর রহমান



Safiqur Rahman
SAFIKUR RAHMAN
STAMP VENDER
D.S.R. OFFICE, SADAR MALDA
Licence No.-72

21 DEC 2023



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

22 DEC 2023

[2]

Amir
Chandra
Atif
M

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

shall unless excluded by or repugnant to the context or subject be deemed to mean and included their heirs, executors, administrators, legal representative and assigns) of the **FIRST PART (LAND OWNERS)**.

AND

MALDA PROJECTS PRIVATE LIMITED, a Company incorporated under the Indian Companies Act, 1956, having its Registered office at 52/69, Ravindra Avenue, P.O. & Dist. Malda (West Bengal) – 732101, PAN-AADCM8220C, GST NO. 19AADCM8220C1ZQ, represented by its Director and Authorized person **Mr. Kishor Kumar Bhagat**, PAN-ADDPB4160E, S/O Late Sulal Ram Bhagat, resident of 52/69, Rabindra Avenue, P.O. & Dist. Malda, Indian Citizen, hereinafter referred to as the **PROMOTER/DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include the heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART (DEVELOPER)**.

AND WHEREAS a piece and parcel of land measuring about 171.925 decimals be the same a little more or less comprised in **L.R. Plot No. 359, 360, 361 and 362** of **L.R. Khatian no. 4943, 4942 and 10179**, of Mouza- Chhoto Sujapur, J.L. No. 117, Dist. Malda, within P.S. Kaliachak, under Sujapur Gram Panchayet, originally owned, possessed by and belonged to one Silk Khadi Seva Mandal alias Sangha, a society and the society got the property on the strength of Deeds bearing No. 11029, dated 21/09/1964 of D.S.R., Malda, Deed No. 2544, dated 01/03/1965 of D.S.R., Malda, Deed No. 12738, dated 20/12/1969 of D.S.R., Malda, Deed No. 10345 and 10347, dated 05/12/1972 of D.S.R., Malda, Deed No. 17922 and 17923, dated 25/10/1975 of D.S.R., Malda, Deed No. 2837 and 2838, dated 11/12/1976 of D.S.R., Malda, Deed No. 15377, 15378, 15379 and 15380, dated 30/12/1981 of D.S.R., Malda and Deed No. 9163, dated 08/06/1973 of D.S.R., Malda.

Drafted by me
Md. Ziaullah
(Md. Ziaullah)
Advocate, Malda

AND WHEREAS Silk Khadi Seva Mandal alias Sangha was enjoying and possessing the properties including the properties described in **FIRST SCHEDULE**, during L.R. settlement on the basis of possession of the Silk Khadi Seva Mandal alias Sangha its name was duly been

that interest excluded by or reference to the context in subject be
deemed to mean and included their heirs, executors, administrators, legal
representatives and assigns of the FIRST PART (AND OVER)

AND
MADHA PROPERTIES PRIVATE LIMITED, a Company
incorporated under the Indian Companies Act, 1956, having its
registered office at 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



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

22 DEC 2023

[3]

Anwar Ali
Chandana De
Md. Afayed Ali

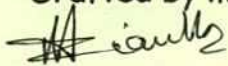
FOR MALDA PROJECTS (P) LTD.
Kishu K. Bhagat
Director

recorded in L.R. Khatian No. 2105/1. As the society was running at Sujapur it became known to the people as Sujapur Silk Khadi Seva Mandal.

AND WHEREAS for smooth running of the society and also for the benefit of the down trodden weavers of the locality, the aforesaid Silk Khadi Seva Mandal availed Cash Credit Facility from the State Bank of India, Bishnupur Branch, under ISEC (Interest subsidy eligibility Certificate) of KVIC since 1984 to 2004 by entering into agreement and it was agreed that the charge over the property of the society shall lie with the State Bank of India on account of loans and advances granted by the State Bank of India as security.

AND WHEREAS on failure of the Silk Khadi Seva Mandal to repay the due of the State Bank of India, the bank compelled to file a case before the Debt Recovery Tribunal No. 2 bearing case No. OA/149/2006 to recover the debt dues and favourable order and since the Silk Khadi Seva Mandal failed to comply with the order, the State Bank of India filed an execution case vide No. RC/14/2010, before the Learned Recovery Officer-II of Kolkata Debt Recovery Tribunal No. II.

AND WHEREAS after observing all legal procedure and after auction the DRT-II, Kolkata, issued Certificate of Sale of immovable property on 28.12.2012 to the highest bidder Anwar Ali and Chandana De in respect of property measuring 171.925 decimals and pursuant to which as per order of the Ld. Recovery Officer-II, DRT-II, Kolkata, duly appointed Receiver for the purpose, namely Tapas Bhowmik executed a Deed of Conveyance on 22.01.2012 and registered the same on 28.01.2013 with the D.S.R., Malda bearing Deed No. 1138 of 2013 in favour of Anwar Ali and Chandana De. Thereafter of observing some error in the aforesaid deed, a rectification Deed bearing No. IV-199, dated 16.10.2015 was also executed and registered for rectifying detected errors.

Drafted by me

(Md. Ziaullah)
Advocate, Malda

AND WHEREAS since after getting the property measuring 171.925 decimals including the property fully described in FIRST SCHEDULE aforesaid Anwar Ali and Chandana De, are enjoying and possessing the same peacefully by recording their names in L.R. RoR bearing Khatian Nos. 4943 and 4942 and paying the rent (Khajna) and



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

22 DEC 2023

[4] *Anwar Ali*
Chandana De
Md. Alfayed Ali

For MALDA PROJECTS (P) LTD.
Kishan Ko. Biswas

Panchayet Taxes to the State of West Bengal and to the concern Panchayet.

AND WHEREAS out of the total 171.925 decimals of land while the Anwar Ali and Chandana De the First Part enjoying the peaceful possession transferred **7 Decimal** of land to Md Alfayed Ali, by way of Hiba (Gift) vide Hiba Deed No. I-4934, dated 14.06.2019 of A.D.S.R., Malda and **2 Decimal** of land to Sahina Akhtar, by way of Hiba (Gift) vide Hiba Deed No. I-4935, dated 14.06.2019 of A.D.S.R., Malda and enjoying the rest of the land including a plot of land measuring **49 decimal** fully mentioned in First Schedule.

AND WHEREAS the Owners desires to develop their property as mentioned fully in the FIRST SCHEDULE below into a modern elegantly designed multistoried Building in accordance with existing norms of the Government and accordingly are in search of well reputed and efficient Building Promoter/Developer.

AND WHEREAS the Second Part are well reputed, financially sound and able Developers running Promoting Business since long by executing several projects successfully.

AND WHEREAS at or before execution of this Agreement the said First Part (Land Owners) have represented and assured to the Second Part (Developers) as follows: -

- a) That the said following First Schedule Property is free from all litigation/Dispute.
- b) That the Owners (First Part) alone is entitled to the said property and none else has got or had or has otherwise claim to have or had any share, right, title or interest of any nature whatsoever to or in the said properties mentioned in the First Schedule or any part thereof.
- c) The title of the Owners to the property mentioned in FIRST SCHEDULE is marketable, clear and free from all encumbrances, claims, demands and reasonable doubts.
- d) The property mentioned in the First Schedule or any part thereof is not subject to any acquisition, requisition or reservation for any public purpose and the confirmed use of the said property is partly residential and partly commercial under the sanctioned as well as

Drafted by me
Md. Ziaullah
(Md. Ziaullah)
Advocate, Malda



Registrar, Malda

U/s 7(2) of the Registration Act

22 DEC 2023

Created by me
(M. Khushi)
District Registrar, Malda

the third revised development plan
 of The (Part) have neither excluded any negotiations and entered
 into any Agreement for sale or development or otherwise
 transferred or dealt with or disposed of the said property or any part
 thereof to any one whatsoever or not had they accepted any token
 money or earnest money or deposit or other like sum from any one
 whomsoever.

(b) The Owner of an estate or undivided undivided part and
 over possession in the said property and has been residing and
 enjoying the same and no one had or has objected to the same on
 any ground whatsoever.

AND WITNESSETH that the above representation of the Owner (Part
 Part) the Other Part (Second Part) agreed to Develop the property for
 the consideration and on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSED AND ENTERED INTO AS
AGREED BY AND IN WITNESS WHEREOF



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

22 DEC 2023

now building on the said land.

(a) Owner of the following schedule Property shall mean the FIRST
 PART of this Agreement.

(b) Developer of the following schedule Property shall mean the
 SECOND PART of this Agreement.

(c) The Proposed Building/ Residential Building to be
 constructed shall be deemed to form and include the building to be
 constructed on the property mentioned in the FIRST SCHEDULE

Devised by me
 (Signature)
 Advocate, Malda

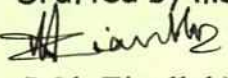
[6]

Handwritten signature and text: "Md. Miftah" and "Mr. Miftah" written vertically.

For MALDA PROJECTS (P) LTD.
Kishu Kumar
Director

in accordance with the plan to be sanctioned and approved by the Malda Zilla Parishad and other Statutory Authorities for Residential complex. The proposed building to be constructed shall initially consist of Ground + 18 floors, or Ground + Multi-upper Floors as per the building plan sanctioned and approved by competent authority as the case may be. However, in any case, it shall not be less than Ground + 18 Floors.

- f) **Owners' Allocation/ First Part's Allocation** shall mean the portion of the Proposed New Building to be constructed over the First Schedule Property along with the Proportionate share in the land comprised in the said Premises which has clearly mentioned in SECOND SCHEDULE below along with the common portions and facilities which has clearly been mentioned in the FOURTH SCHEDULE below to be constructed as per specification as mentioned in the FIFTH SCHEDULE below.
- a) **Developer's Allocation/Second Part's Allocation** shall mean the portion of the proposed New Building over the First Schedule Property along with the Proportionate share in the land comprised in the said Premises which has clearly mentioned in THIRD SCHEDULE below along with the common portions and facilities which has clearly been mentioned in the FOURTH SCHEDULE below to be constructed as per specification as mentioned in the Fifth Schedule below.
- b) **Force Majeure** shall mean and include declaration of war, a disease epidemic, or a hurricane, earthquake, or other natural disaster events that fall under the legal term, "act of God."
2. In consideration of the Owner having entrusted, giving licence to the Developer to enter the property and develop the property by constructing a multi-storied building thereon having dwelling units and/or ownership flats and Commercial Spaces at it's own costs and conferring on them the rights, powers, privileges and benefits mentioned therein, The OWNERS shall get 40% Carpet area fully described in SECOND SCHEDULE below and DEVELOPER shall get rest 60% Carpet area fully described in THIRD SCHEDULE below in the newly constructed/ Developed building after

Drafted by me

(Md. Ziaullah)
Advocate, Malda

in accordance with the plan as sanctioned and approved by the Malda Child Protection and other Statutory Authorities for residential complex. The proposed building to be constructed shall initially consist of Ground + 12 floor or Ground + Multi-Upper floors as per the building plan sanctioned and approved by competent authority as the case may be. However in any case it shall not be less than Ground + 18 floors.

1) Owners' Allocation Part / Allocation shall mean the portion of the proposed New Building to be constructed over the First Schedule property along with the proportionate share in the land contained in the said houses which has already mentioned in SCHEDULE I below along with the common portions and facilities which have already been mentioned in the FOURTH SCHEDULE below to be constructed as per specification as mentioned in the FIFTH SCHEDULE below.

2) Developer's Allocation Part / Allocation shall mean the portion of the proposed New Building over the First Schedule property along with the proportionate share in the land comprised in the said houses which has already mentioned in SCHEDULE I below along with the common portions and facilities which have already been mentioned in the FOURTH SCHEDULE below to be constructed as per specification as mentioned in the FIFTH SCHEDULE below.

3) In case of any dispute between the Developer and the Owners' Association or a portion of the Owners' Association, the same shall be referred to the Registrar, Malda for his decision.

4) In consideration of the Grant of the license to the Developer to enter the property and develop the property by constructing a multi-storied building having dwelling units and commercial units and commercial spaces in a one floor and another floor on their the right, power, privilege and benefits mentioned therein, the OWNER shall get 10% (ten per cent) of the area in the FIRST SCHEDULE below and 15% (fifteen per cent) of the area in the SECOND SCHEDULE below in the newly constructed, developed building after



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

22 DEC 2023

Drafted by me
(Advocate Malda)

[7]

Md. Ziaullah
Advocate

Md. Rifat Ali
Director

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

completion of the construction.

3. The Agreement shall be deemed to have commenced with effect from the date of execution of these presents and shall remain valid till such time the proposed building is constructed and cease to operate when owner's Allocation and Developer's Allocation shall be allotted in the respective manners or in favour of the prospective purchasers at the instance of the Developer.
4. In consideration of the Owners having entrusted and giving licence/ authority to the Developer to enter the property and develop the property by constructing a multi-storied building thereon having dwelling units and/or ownership flats at developers own costs and conferring on him the rights, powers, privileges and benefits mentioned therein. The Developer in consideration of the same agrees to deliver the OWNERS constructed areas as per specifications fully described in the SECOND SCHEDULE.
5. It is hereby agreed that the Developers/SECOND PART shall be liable to pay taxes to the Gram Panchayat and any other authorities from the date of handing over of said property to Developers and during the course of the development and till the completion of the above project. However, prior to vacating/handing over possession, the Owners shall bear and pay the taxes and such other outgoings toward his property.
6. In due performance of the terms and conditions of this Agreement for Development on the part of the Developer's/SECOND PART, the Owners / shall extend all co-operation, assistance, whenever required. The OWNERS hereby agrees that from the date hereof they shall not be entitled to create any third-party rights or encumbrances on the said property.
7. The Developers/SECOND PART shall proceed with the Planning for the new Building to be constructed in the said Premises and arrange as necessary for the Survey of the said Property, arrange for soil investigation of the said Land, appoint architect for preparation of the Plan and after approval of the Plan from Owners, submit the same to the Authorities concerned and obtain, sanction and construct the building at their own cost in terms of this agreement.

Drafted by me
Md. Ziaullah
(Md. Ziaullah)
Advocate, Malda



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

22 DEC 2023

Digitized by me
(M. S. Ghosh)
A. S. Ghosh

The Developer shall proceed with the planning
the Developer shall proceed with the planning
the Developer shall proceed with the planning
the Developer shall proceed with the planning
the Developer shall proceed with the planning
the Developer shall proceed with the planning
the Developer shall proceed with the planning
the Developer shall proceed with the planning
the Developer shall proceed with the planning
the Developer shall proceed with the planning

[8]

Md. Afzal
Chowdhury
Md. Afzal

For MALDA PROJECTS (P) LTD.
Kishor K. Ghosh
Director

8. The Owners (First part) hereby undertakes to sign and execute all further lawful documents, forms, papers and applications, consents, no objections etc. so as to enable the developers to smoothly complete the entire development of the said property.
9. All necessary plans, permissions, consent, NOCs and other paper and documents as may be required to be obtained shall be prepared, applied for and obtained by the Developers/SECOND PART at their own costs and expenses and upon such terms and conditions as the Owners may agree upon. Provided however, that the Developer shall be exclusively entitled to all refunds of any refundable deposits made by the Developers.
10. The Developers/SECOND PART shall also during construction period be entitled to construct a temporary site office upon the said property and employ site supervisors, managers, agents and employees. The Developers/Second Part shall during course of construction, be entitled to store cement, iron and other building materials at the said property.
11. That the First Part will not be liable for any mishap, accident, unfortunate incident happening during the construction work, it will be totally the responsibility of second part.
12. That the Developers/SECOND PART hereby undertakes and shall complete the Construction of the new building over the FIRST SCHEDULE Property within a period of 48 (Forty Eight) months and an extension period of Twelve months (if required) from the date of sanction of the building plan of the said premises.
13. That the Developers/SECOND PART shall handover finished and Complete Flats which have been specifically mentioned in the SECOND SCHEDULE below in favour of the FIRST PART.
14. That if the SECOND PART fails to deliver the possession of the SECOND SCHEDULE Property to the First Part within the Scheduled period as specified in this Agreement or if the SECOND PART violates any condition of this Agreement, then it shall be considered as breach of the conditions of this Agreement and the FIRST PART shall have the liberty to File Suit to restrain the

Drafted by me
Md. Ziaullah
(Md. Ziaullah)
Advocate, Malda



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

22 DEC 2023

Drafted by me
(Signature)
Advocate Malda

[9]

Handwritten signature
Advocate
Md. Arifur

FOR MALDA PROJECTS (P) LTD
Kishan Kumar Dasgupta
Director

SECOND PART from making Construction over the following FIRST SCHEDULE Property.

15. That the SECOND PART shall have the right to construct the new building for residential flats residential purpose.
16. a) The demolition of the existing structures would be at the sole risk and expense of the Land Owner and the Land Owner would comply with all statutory provisions, rules and regulations in relation thereto.
b) After completion of demolition of the existing building structure, the Land Owner shall collect all particles / articles remained unused and shall sale those particles / articles. The sale proceeds of those particles / articles shall be retained by the Land Lord.
17. It is hereby agreed that in the event of death of the Owners, this agreement shall not be terminated and in such case the heirs and legal representatives of the deceased Owners shall automatically step into the shares for all intent and purpose of this Agreement. Likewise, in the event of death of any of the Developers/Power of Attorney holder in connection of this agreement, if any in future, this agreement shall not be terminated and in such case the heirs and legal representatives of the deceased Partner shall automatically step into the shares for all intent and purposes of this Agreement and the Owners shall be bound to enter into the Development power of attorney in his/her favour.
18. All disputes and differences that may arise between the parties hereto relating to or in connection with the matter of this agreement either as to the interpretation or meaning of any provision hereof or as to any claim of one party against the other, or any suit or legal proceeding arising out of this agreement between the parties or their representatives shall be subject to the exclusive jurisdiction of the courts at Malda District, and the courts at Malda shall have the jurisdiction to entertain and try the same.
19. It is further hereby agreed by and between both the parties that the Land Owners and Developers can sell any part or portion of their all

Drafted by me
Md. Ziaullah
(Md. Ziaullah)
Advocate, Malda

[10]

Md. Afzal Hossain
Md. Afzal Hossain
Md. Afzal Hossain

FOR MALDA PROJECTS (P) LTD.
Kishu K. Bhargava
Director

allocations i.e. their respective Share of the usable carpet area more particularly as described in the SECOND SCHEDULE and THIRD SCHEDULE herein after along with all other amenities, facilities, parking and benefits in the same proportion and in such an event the agreement for sale of respective Flat /Garages shall be executed by the Developers and Land Owners by their own.

20. In the event of default, wrongful or illegal construction by violating building rules of the Malda Zilla Parishad and / or other authorities the developer shall rectify the same at his own cost to make it regular and legal. The developers shall also pay for damages, if any to the owners in respect of the said development agreement.
21. The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.
22. The OWNERS and the DEVELOPER hereby agree that the name of the building to be constructed on the property mentioned in FIRST SCHEDULE will be "RUBI CITY RESIDENCY".

THE SECOND PART (DEVELOPERs) HEREBY FURTHER AGREES:

1. The SECOND PART shall make Construction over the FIRST SCHEDULE Property at their own cost after taking permission from the concerned Authority.
2. The SECOND PART will develop the said Land and Construct the Multistoried Building and complete the same with Electrical wiring, Installation of water Pump (Electric Motor Operating Pump) Pump Line, Lift and other Accessories of lifting water to the overhead reservoir and obtaining connection of electricity at their own cost, expenses and risk on their own account but the FIRST PART shall install the electric meters in their units at his own cost.
3. The SECOND PART shall construct the said Multistoried Building and would make the said property fit for occupying or use by making drainage and sanitary system, staircases, and other things as may be

Drafted by me
Md. Ziaullah
(Md. Ziaullah)
Advocate, Malda

Handwritten notes and signatures at the top of the page, including a signature that appears to be "M. K. Chatterjee".

affidavits & their respective plans of the double and triple mode particularly as described in the FIRST SCHEDULE, and THIRD SCHEDULE, have been after along with all other necessary facilities parking and deposits in the same proportion and in such an even the agreement for sale or respective Plan Owners shall be executed by the Developers and Plan Owners by their own.

20. In the event of the said wrongful or illegal construction or building building rules of the said Suburb Cells Planning and other authorities the developer shall rectify the same at his own cost to make it regular and legal. The developer shall also pay for damages if any to the owners in respect of the said development agreement.

21. The Parties hereto shall not be considered to be liable for any negligent act under the contract but the performance of its respective obligations provided by the existence of the force majeure and shall be exempted from the obligation during the duration of the force majeure.

22. The Parties and the DEVELOPER shall be liable for the same as the building to be constructed. SCHEDULE 1 will be applicable.

THE SECOND PART OF THE AGREEMENT



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

22 DEC 2023

1. The SECOND PART shall apply to the SCHEDULE Property as their own and shall be exempted from the consented subjects.

2. The SECOND PART will apply to the Maldivian Building and will make the said property fit for occupation or use by making installation of water supply (Electric Motor Operating Pump) Pump Land, Lift and other accessories of lifting water to the vertical tower and obtaining connection of electricity at their own cost expenses and that on their own account but the FIRST PART shall itself the electric meters in their units be their own.

The SECOND PART will consist of said Maldivian Building and would make the said property fit for occupation or use by making drainage and sanitary sewerage, stand over and other things as may be

Drafted by
(M. K. Chatterjee)
Advocate Malda

[11]

Md. Ziaullah
Advocate
Malda
For Malda Projects (P) Ltd.
Kishor K. Dasgupta
Director

required for enjoying the possession of the building.

4. The SECOND PART shall be entitled to make advertisement, hang advertisement board upon the said property and building and do such other things as might be required for the purpose of sale of the flats, garages and shop rooms in the said building to be constructed mentioned in THIRD Schedule and shall not in any way prejudice the interest of the owner, till handing over the completed flats to FIRST PARTY and customers.
5. The SECOND PART shall be at liberty to procure buyers for the sale of proposed THIRD SCHEDULE flats, shop rooms and garages and for said purpose the SECOND PART shall have the right to enter into agreement for sale in respect of the said flat, shops, garages and also to receive advance payment of consideration money from the said intending purchasers.
6. The SECOND PART agrees and declares that they have made searches and enquiries and have satisfied themselves that the land is free from encumbrances or restrictions and that it is suitable for construction of a Multistoried Building and laws applicable thereto permit for the same and to carry out the purpose and objects of these presents.
7. As from the date of grant of commencement certificate by Malda Zilla Parishad and any other concerned authority and sanction of building plan, the Developers shall be entitled to book and sell the flats and premises of the said property mentioned in the FIRST SCHEDULE to the prospective buyers on ownership basis (except Owners allocation as fully described in SECOND SCHEDULE) on such terms and conditions as the Developers may at their sole discretion, think fit and proper and for that purpose, the Developers shall be at liberty to enter into such Agreements, to receive consideration amounts receivable under the said Agreements from such prospective buyers on their own account.
8. The Developers shall recover the cost of 1 generator, 2+1 lift, 2 submersible water pump and 1 electric transformer and their installation cost from the flat owners/prospective buyers in the proportionate share and the Owners shall not be charged for these

Drafted by me
Md. Ziaullah
(Md. Ziaullah)
Advocate, Malda



Registrar, Malda

U/s 7(2) of the Registration Act

22 DEC 2023

[12]

Md. Ziaullah
De @ Pubic

Charan Kumar
Affayed Ali
Mir

FOR MALDA PROJECTS P.L.TD.
Kishu K.
Director

expenses for the Owners Allocation except in case the owner desires to sell off their allocation.

9. That the SECOND PART has agreed to deliver the complete flat and commercial spaces fully mentioned in SECOND SCHEDULE for obtaining this development right in the property fully mentioned in FIRST SCHEDULE within the time period as stipulated in this Agreement to the FIRST PART.
10. The Developers hereby undertakes not to cause or to be done any act, deed, or thing which may in any way misuse and/or contravene any rule, law or regulation or misuse the powers which may be conferred upon the Developers by the Owners. Developers further undertakes not to assign his right of development and interest to any other third party, except with prior written consent of the Owners. However, Developers shall be entitled to enter into separate contracts in his own name with the building contractor, architect and others for carrying out the development at his own risk and costs.

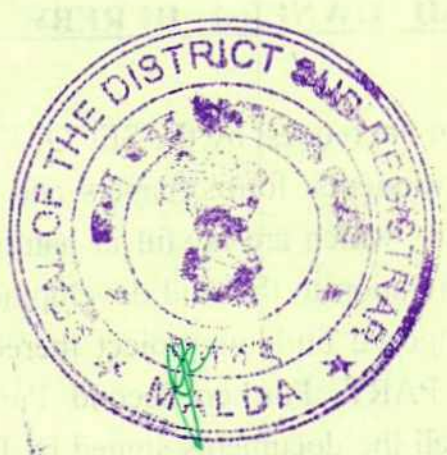
THE FIRST PART (LAND OWNERS) HEREBY FURTHER AGREES:

1. That the OWNERS shall on the request by the SECOND PART sign and execute all further documents, forms, papers and applications consents, no objections etc., which are lawful in nature, necessary for the purpose of and in relation to the said development and cost of construction of the proposed building/project thereof shall be borne by the SECOND PART. Further Second Part agrees to provide the photocopy of all the documents signed by First Part on their request.
2. That the FIRST PART shall convey all rights of ownership to the intending Purchaser of the flats, shops, garages with the proportionate share of the Land underneath against the consideration of construction and possession of the said flats, garage which is specifically mentioned in the THIRD SCHEDULE below to be constructed on the following FIRST SCHEDULE Property. The SECOND PART is entitled to receive the sale price of the flats and garage which is specifically narrated in the THIRD

Drafted by me
Md. Ziaullah
(Md. Ziaullah)
Advocate, Malda

Handwritten notes at the top of the page, including the number '11' and some illegible scribbles.

Faint, mostly illegible text from the reverse side of the paper, appearing as bleed-through.



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

22 DEC 2023

[13]

AMAR K. DUTTA
DIRECTOR

CHANDRA K. DUTTA
DIRECTOR

FOR MALDA PROJECTS (P) LTD.
KISHAN K. DUTTA
DIRECTOR

SCHEDULE i.e. SECOND PART's allocation over the FIRST SCHEDULE Property. The FIRST PART shall have no right to claim any part or sale proceeds of the THIRD SCHEDULE property. Likewise, The SECOND PART shall have no right to claim any part or sale proceeds of the SECOND Schedule.

3. The FIRST PART agrees to execute conveyance or sale deeds or agreement for Deed of Sale or deed of rectification or join in the execution thereof in favour of the prospective Purchasers of flats, or garages of the building which is mentioned in the THIRD SCHEDULE below to be constructed over the FIRST SCHEDULE property at the request of the Second Part at any point of time. The Stamp Duty and Registration Charges and all formalities in connection therewith will be paid and borne by the Purchasers and that the First Part shall have no responsibility to bear such duty and charges whatsoever in that respect.
4. That the FIRST PART hereby agrees and covenant with the SECOND PART to do all acts and things necessary for execution of necessary documents in respect of proportionate share of the FIRST SCHEDULE property in respect of the Developers Allocation mentioned in THIRD SCHEDULE.
5. The FIRST PART (Owners) shall be at liberty to procure buyers for the sale of proposed SECOND SCHEDULE flats and garages and for said purpose the FIRST PART shall have the right to enter into agreement for sale in respect of the said flat, shops, garages and also to receive advance payment of consideration money from the said intending purchasers.
6. As from the date of grant of commencement certificate by Malda Zilla Parishad and/or any other concerned authority and sanction of building plan, the Owners (First Part) shall be entitled to book and sell the flats and premises of the said property mentioned in the SECOND SCHEDULE to the prospective buyers on ownership basis (except Developer's allocation as fully described in THIRD SCHEDULE) on such terms and conditions as the Owners may at their sole discretion, think fit and proper and for that purpose, the Owners shall be at liberty to enter into such Agreements, to receive

Drafted by me
(Md. Ziaullah)
(Md. Ziaullah)
Advocate, Malda



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

22 DEC 2023

Drafted by me
(Malda District)
Malda

[14]

Md. Rafiqul Kabir
Chairman and Managing Director
M/S. MFLP Ltd.

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

consideration amounts receivable under the said Agreements from such prospective buyers on their own account.

7. That the FIRST PART hereby agrees that the Developer shall have right to obtain loan from financial institution for the purpose of construction of the proposed building by mortgaging the "Developers Allocation" with the proportionate share in the land falling in "Developer's Allocation".
8. OWNERS agrees to execute a Development Power of Attorney in favour of the nominated person of the Developer namely **MR. KISHOR KUMAR BHAGAT**, Director and Authorized person of "**M/S MALDA PROJECTS PRIVATE LIMITED**", by conferring and empowering all the powers which are necessary for the purpose of smooth running of the construction works or development works on the property mentioned in FIRST SCHEDULE as well as for execution and registration of Deed of Conveyance for the purpose of selling off the flats and garages (except Owners Allocation mentioned in SECOND SCHEDULE) to the intending purchaser or purchasers of the Developer's choice.

Further, both the parties hereby declare and agree that this Agreement shall not to be deemed to constitute a partnership between the Owners and the Developers or an agreement for sale of the First Schedule Property by the Owners to the Developers and shall not be deemed to bind the parties hereto except specifically recorded herein.

IN WITNESS WHEREOF the above-named parties do hereby put their respective hands and seals in presence of witnesses on the day, month and year first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of land situated within Dist. Malda, P.S. Kaliachak, of Sujapur Gram Panchayet, under Mouza- **Chhoto Sujapur**, J.L. No. 117, L.R. Khatian No, 4943, 4942 and 10179

<u>Plot No. (L.R.)</u>	<u>Nature</u>	<u>Area</u>
359	Karkhana	7 Dec.
360	Karkhana	35 Dec.

Drafted by me
Md. Ziaullah
(Md. Ziaullah)
Advocate, Malda

7. That the FIRST PARTY hereby agrees that the Developer shall have right to obtain loan from financial institution for the purpose of construction of the proposed building be envisaged in the "Developer's Allocation" with the proportionate share in the land falling in "Developer's Allocation".

8. OWNER agrees to execute a Development Power of Attorney in favor of the nominated person of the Developer namely MR. KISHOR KUMAR BHATT, Director and Authorized person of "M/S MALDA PROMOTTS PRIVATE LIMITED" by constituting and empowering all the powers which are necessary for the purpose of carrying out the construction works or development works on the property mentioned in FIRST SCHEDULE as well as for execution and registration of Deed of Conveyance for the purpose of selling off the flats and garages (except Owner's Allocation mentioned in SECOND SCHEDULE) to the intending purchaser in pursuance of the owner's choice.



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

22 DEC 2023

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of land situated within Dist. Malda P.S. Kanchan, of square Gram Panchayat, under Mouza - Chhoto Sripour, P.T. No. 117, K. Kanchan (of 1043, 1042 and 1017)

Attest	Signature
7 Dec	Signature
33 Dec	Signature

[15]

Karkhana

Bastu

5 Dec.

2 Dec.

TOTAL — 49 Dec.

Total area of Land is **49 Decimal (29.645 Katha/21,344.4 Sq.Ft.)** and butted and bounded by —

- In the North - L/o owners and another proposed for "RUBI CITY CENTRE", and Saddam Hossain & others
- In the South - H/o. Sabur Sk & others
- In the East - Zilla Parishad Road and Dildar Hossain & others
- In the West - Abdul Karim, Jamal Khan & others.

Presently the land is vacant land. Owner Anwar Ali, and Chandana De alias Rubi have equal share in Plot No. 359, 360 and 361 and Md. Alfayed Ali owned entire Plot No. 362.

Out of aforesaid total land, upon land measuring 11,300 Sq.Ft. a RESIDENTIAL TOWER and upon remaining 9,500 Sq.Ft. area drive ways will be constructed and rest 2 dec will be used for installation of Transformer and Generator set.

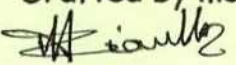
(SECOND SCHEDULE)
(OWNERS' ALLOCATION)

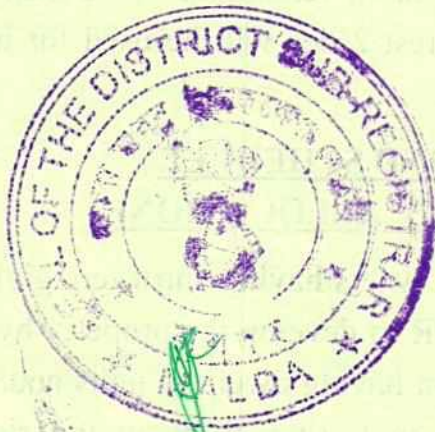
In consideration of the Owners having entrusted, giving licence to the PROMOTER/DEVELOPER to develop the property by constructing a multi-storied building thereon having dwelling units and/or ownership flats at their own costs and conferring on them the rights, powers, privileges and benefits mentioned herein, the PROMOTER/DEVELOPER in consideration of the same agrees to hand over the following benefit and consideration to the OWNERS jointly:

Out of total constructed Carpet area, 40% (Forty per cent) of residential flats and garages with following specifications.

(SPECIFICATION)

Specifications of works are mentioned in details in the annexed sheets. The annexed sheets and the annexed plan, form part of this document.

Drafted by me

(Md. Ziaullah)
Advocate, Malda



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

22 DEC 2023

[16]

Handwritten signatures and text:
A large signature at the top left.
A signature in the middle with "Rubi" written next to it.
A signature below it with "Chandana" written next to it.
A signature below that with "Mr. Arifoged" written next to it.
A signature at the bottom right with "For MALDA PROJECTS (P) LTD." and "Kishore. Prasad" written next to it, and "Director" written below.

- 1) **Door:**
 1. **Main Entrance Door**
 - a) Tata Pravesh
 - b) Tata Door Frames.
 2. **Other Doors**
 - a) 32 MM Commercial Flush Door with both sides SKIN.
 - b) Wooden Door Frames. (Neem or Jam)
- 2) **Window:**
 - a) UPVC sliding window with 5MM Clear Glass and M.S. grill at outside the window.
 - b) All windows shall have translucent glass.
- 3) **Paint:** The building shall be painted externally with Exterior acrylic paint. The inside of the flat shall be wall putti finished on the plaster surface.
- 4) **Kitchen:** One kitchen stainless steel Sink (heavy type) will be provided on the top of the cooking table; the cooking table should be finished by Marble/Granite stone slab.
- 5) **Toilet:** One European type white commode and one white plastic cistern. And other is W.C. Pan and Glazed tiles will be providing on the toilet walls and floor.
- 6) **Roof:**
 - a) 2 inches thick (average) cement skid concrete including water proofing provided on the roof slab). Compound provided on top of the roof.
 - b) 3 feet height parapets will be provided all around the roof.
- 7) **Floor:** 2' X 2' Vitrified floor.
- 8) **Cement:** ISI Marked
- 9) **Rod:** ISI Marked
- 10) **WALL:** External wall will be eight (8") inches thickness, in between two flats partition wall will be five (5") inches thickness executed by 1st Class Bricks with sand, Cement mortar.
- 11) **Lift:** Three (3) Elevators of branded company fully described in Sl. No. 12 of FIFTH SCHEDULE.

Drafted by me
Handwritten signature
(Md. Ziaullah)
Advocate, Malda



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


22 DEC 2023



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

22 DEC 2023

[18]


Md. Ziaullah
Director
For MALDA PROJECTS (P) LTD.
Kishan K. Bhargava
Director

THIRD SCHEDULE

(SECOND PART/DEVELOPER'S ALLOCATION)

(i.e. Remaining Total Area, except Owner's Allocation)

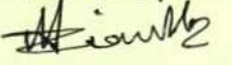
ALL THAT piece and parcel of flats and garages, spaces save and except the OWNERS ALLOCATION i.e. 60% of constructed Carpet area, together with impartible undivided proportionate share on land along with user right of all the common areas and facilities commonly.

THE FOURTH SCHEDULE ABOVE REFERRED TO :-

(COMMON PORTIONS)

1. Entrance and Exits, internal Road and Passages.
2. Three Staircase, Lobby and Landings.
3. Drains, Sewers and Pipes from the Building to the Septic Tank.
4. All inside and outside brick works of the Building excepting the Units and Flats or apartments.
5. Electrical Wirings, Fittings and other Accessories for lighting the Staircase and other common areas.
6. Water and Sewerage evacuation pipes from the unit to the drains and sewers common to the Building.
7. Main Gate of the Building and Boundary.
8. The flat owners and other occupiers may use the top roof of the proposed building for their personal necessity, like drying the cloth under the sun, fixing TV Antenna or Dish Antenna and for any social programme of this apartment, but they cannot construct or install any type of structure even temporary in nature, thereon at any time.
9. Two (2) submersible Water Pump with Motor and Water distribution pipes (save those which are inside and exclusive for Flats.)
10. Water Supply Arrangement.
11. Three (3) Elevator of branded company fully described in Sl. No. 12 of FIFTH SCHEDULE.

Drafted by me



(Md. Ziaullah)

Advocate, Malda

SECTION 7(2) OF THE REGISTRATION ACT

The remaining total area extent owned & possessed
at that date and located in and around the area and
except the OWNER'S ALLOCATION is that of the original owner
and subject to the provisions of the Registration Act and the
rules made thereunder, the same shall be deemed to be the
property of the said owner and his heirs and assigns forever.

THE REGISTERED RIGHTS REPORTED TO



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

22 DEC 2023

Created by me

Digitized by me

10/12/2023

11/12/2023

12/12/2023

[19]

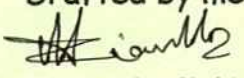
Md. Afzal Hossain
 Md. Afzal Hossain
 For MALDA PROJECTS (P) LTD.
 Director

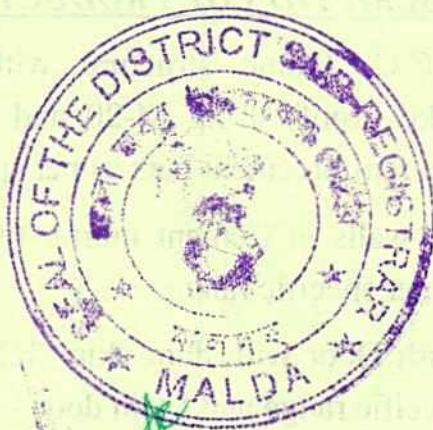
12. One (1) Generator of branded company for Lift, Pump & Common area lighting.
13. One (1) Transformer of branded company.
14. That if any tax (Panchayet Tax / G.S.T. etc) arise in future will be paid by the respective flat owners.
15. **MAINTENANCE:** -
 The Developer may manage the maintenance services by itself or engage any company for which the flat owners, if required to, shall execute an agreement ("Maintenance Agreement").
16. **DRIVEWAYS:** All the drive ways are to be used by the buyers of Flats and garages of "Rubi City Residency" and space buyers of "Rubi City Centre" commercial complex.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

BRIEF DESCRIPTION OF PRODUCT

1. **STRUCTURE:** - R.C.C. Frame structure with roof footing foundation (Earth quake Proof) using M-20 and M-25 concrete, (TMT ISI Marked) steel reinforcement bars as per specific range.
2. **WALL:** - Thick Brick walls in Cement mortar (prop 1:5,1:4,1:3) with 1st class Bricks as per specific range.
3. **DOORS:** - 32MM Flush Door with door skin, 32MM Flush Door for Bathroom as per specific range and Main door – Tata Pravesh.
4. **WINDOWS:** - UPVC windows and fitted with tinted glass in windows as per specific range.
5. **SANITARY & WATER PLUMBING:** - There will be concealed water supply G.I. pipe/P.V.C pipe line with vitreous Tiles and Bathrooms fittings (C.P), (Hot and cold Connection in Bathroom) as per specific range.
6. **WATER SUPPLY:** - The complex will have its own water supply system with, 2 Nos (2 H.P) Submersible Pumps, overhead tank. There will be additional arrangement of Municipal water supply connection as per specific range.
7. **KITCHEN:** - The Kitchen will have Marble/Granite top table and

Drafted by me

 (Md. Ziullah)
 Advocate, Malda



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

22 DEC 2023

Handwritten notes:
[20]
[Signature]
[Signature]
[Signature]

Handwritten signature:
FOR MALDA PROJECTS (P) LTD
[Signature]
Director

good quality kitchen tiles as per specific range (Height 3'-5').

8. **FLOOR:** -Vitrified Tiles and BATHROOM FLOOR mat finish tiles and BATHROOM WALL good quality Bathroom tiles as per specific range (Height 7'-0').
9. **GRILLS:** - All the Windows and balconies will have M.S. Ornamental Grills as per specific range.
10. **ELECTRIFICATION:** - Conceal wiring and Modular operating Switches as per specific range. (Maximum 40 No. of Electric Point for 2BHK, 45 No. for 3BHK and 50 No. for 4BHK maximum).
11. **WALL FINISHING:** -
 - a) Interior surface: - Finished with wall putty.
 - b) Exterior Surface: cement-based paint as per specific range.
12. **STAIRS AND ELEVATORS:** - There will be THREE STAIR CASES and 3 (three) Best Quality ELEVATORS out of which 2 (two) having 10 persons capacity and 1 (one) Stretcher Lift.
13. **FIREFIGHTING:** - Special care has been taken for firefighting with the provision of Fire-fighting equipment as per specific range.
14. **SEWERAGE:** - there shall be a Sewerage Treatment plant for the project.
15. 1(One) 125 KVA Generator as per specific range of branded company.
16. DAMP PROOF CHEMICAL is used in Bathroom as per specific range.
17. In Bathroom G.I Pipe/P.V.C. pipe is used for concealed water supply as per specific range.
18. Branded PVC PIPE is used for outside rain water line, waste water line as per specific range.
19. 1(One) Basin in dining, 1 Basin in kitchen, Total- 2 Basin as per specific range.
20. 1 (One) Washing Machine line as per specific range.
21. Syphon is used in Bathroom
22. 1 (One) Inverter point.
23. 1 (One) Intercom connection.

Drafted by me
[Signature]
(Md. Ziaullah)
Advocate, Malda

[21]
Chandana @ Rubi
Md. Afayed Ali

For MALDA PROJECTS (P) LTD.
Kishore K. Ghosh
Director

24. 1 One A.C point in each and every room including hall.
 25. 2 (Two) T.V cable connection point.
 26. 1 (One) Calling Bell Connection.
 27. 1 (One) Mixer Grinder point in kitchen.
 28. If possible, according to position of the windows box type with 18" slab.
 29. 1 (One) Water Filter point in kitchen.
 30. 1 (One) Chimney point in kitchen.
- Any extra work done will be paid by the party.

IN WITNESS WHERE OF the parties here to set and subscribe their hands and seals on the day, month and year above written'.

**SIGNED, SEALED AND DELIVERED
IN PRESENCE OF WITNESS**

Signature of the Witness

1. Animesh Karmakar,
C/o - Subhesh Karmakar,
Zoo. Govt Colony, Malda.
P.S - English Bazar.
P.O - Moukhdamsur.
Dist - Malda.

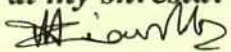
2. Sahina Akhtar
C/o - Anwar Ali
Vill HO - Choto Sagar
Dist - Malda,
PS - Kaliachan

**Signature of the First Part
(Land Owners)**

Chandana @ Rubi
Md. Afayed Ali

**Signature of the Second Part
(Developer)**

For MALDA PROJECTS (P) LTD.
Kishore K. Ghosh
Director

**Drafted by me and prepared
at my shresta:-**

(MD ZIAULLAH)
Advocate, Malda
Enrolment No. WB -33 /1997



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

22 DEC 2023

ADDITIONAL SHEET



স্বাক্ষর

[Handwritten Signature]

বাম হাতের আঙ্গুলের ছাপ / Finger Print of Left hand					ডান হাতের আঙ্গুলের ছাপ / Finger Print of Right hand				
কনিষ্ঠা	অনামিকা	মধ্যমা	তর্জনী	বৃদ্ধাঙ্গুলি	বৃদ্ধাঙ্গুলি	তর্জনী	মধ্যমা	অনামিকা	কনিষ্ঠা



স্বাক্ষর

Chandana @ Rubi

বাম হাতের আঙ্গুলের ছাপ / Finger Print of Left hand					ডান হাতের আঙ্গুলের ছাপ / Finger Print of Right hand				
কনিষ্ঠা	অনামিকা	মধ্যমা	তর্জনী	বৃদ্ধাঙ্গুলি	বৃদ্ধাঙ্গুলি	তর্জনী	মধ্যমা	অনামিকা	কনিষ্ঠা



স্বাক্ষর

Md. Afayed Ali

বাম হাতের আঙ্গুলের ছাপ / Finger Print of Left hand					ডান হাতের আঙ্গুলের ছাপ / Finger Print of Right hand				
কনিষ্ঠা	অনামিকা	মধ্যমা	তর্জনী	বৃদ্ধাঙ্গুলি	বৃদ্ধাঙ্গুলি	তর্জনী	মধ্যমা	অনামিকা	কনিষ্ঠা



স্বাক্ষর

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

বাম হাতের আঙ্গুলের ছাপ / Finger Print of Left hand					ডান হাতের আঙ্গুলের ছাপ / Finger Print of Right hand				
কনিষ্ঠা	অনামিকা	মধ্যমা	তর্জনী	বৃদ্ধাঙ্গুলি	বৃদ্ধাঙ্গুলি	তর্জনী	মধ্যমা	অনামিকা	কনিষ্ঠা



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

22 DEC 2023

Major Information of the Deed



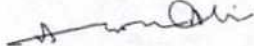


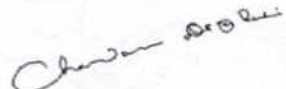



Deed No :	I-0901-16468/2023	Date of Registration	22/12/2023
Query No / Year	0901-2003141958/2023	Office where deed is registered	
Query Date	21/12/2023 10:42:15 PM	D.S.R. MALDA, District: Malda	
Applicant Name, Address & Other Details	Md Ziaullah North Pirojpur, Thana : English Bazar, District : Malda, WEST BENGAL, PIN - 732101, Mobile No. : 9434170772, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement			
Set Forth value	Market Value		
Rs. 1,50,000/-	Rs. 4,70,43,138/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,000/- (Article:48(g))	Rs. 39/- (Article:E)		
Remarks			

Land Details :

District: Malda, P.S:- Kaliachak, Gram Panchayat: SUJAPUR, Mouza: Chhota Sujapur, JI No: 117, Pin Code : 732206

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-359 (RS :-)	LR-4943	Commercial	Karkhana	3.5 Dec	10,000/-	50,73,280/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road,
L2	LR-359 (RS :-)	LR-4942	Commercial	Karkhana	3.5 Dec	10,000/-	50,73,280/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road,
L3	LR-360 (RS :-)	LR-4943	Commercial	Karkhana	17.5 Dec	50,000/-	1,38,36,217/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road,
L4	LR-360 (RS :-)	LR-4942	Commercial	Karkhana	17.5 Dec	50,000/-	1,38,36,217/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road,
L5	LR-361 (RS :-)	LR-4943	Commercial	Karkhana	2.5 Dec	10,000/-	32,94,337/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road,
L6	LR-361 (RS :-)	LR-4942	Commercial	Karkhana	2.5 Dec	10,000/-	32,94,337/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road,
L7	LR-362 (RS :-)	LR-10179	Commercial	Bastu	2 Dec	10,000/-	26,35,470/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road,
		TOTAL :			49Dec	1,50,000 /-	470,43,138 /-	
		Grand Total :			49Dec	1,50,000 /-	470,43,138 /-	




Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Anwar Ali (Presentant) Son of Late Idrish Saikh Executed by: Self, Date of Execution: 21/12/2023 , Admitted by: Self, Date of Admission: 22/12/2023 ,Place : Office	 22/12/2023	 Captured LTI 22/12/2023	 22/12/2023
	Choto Sujapur, Village:- Choto Sujapur, P.O:- Choto Sujapur, P.S:-Kaliachak, District:-Malda, West Bengal, India, PIN:- 732206 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: AExxxxxx0E, Aadhaar No: 28xxxxxxxx3835, Status :Individual, Executed by: Self, Date of Execution: 21/12/2023 , Admitted by: Self, Date of Admission: 22/12/2023 ,Place : Office			
2	Name Chandana De Wife of Anwar Ali Executed by: Self, Date of Execution: 21/12/2023 , Admitted by: Self, Date of Admission: 22/12/2023 ,Place : Office	 22/12/2023	 Captured LTI 22/12/2023	 22/12/2023
	Choto Sujapur, Village:- Choto Sujapur, P.O:- Choto Sujapur, P.S:-Kaliachak, District:-Malda, West Bengal, India, PIN:- 732206 Sex: Female, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: AGxxxxxx1N, Aadhaar No: 70xxxxxxxx4489, Status :Individual, Executed by: Self, Date of Execution: 21/12/2023 , Admitted by: Self, Date of Admission: 22/12/2023 ,Place : Office			
3	Name Md Alfayed Ali Son of Anwar Ali Executed by: Self, Date of Execution: 21/12/2023 , Admitted by: Self, Date of Admission: 22/12/2023 ,Place : Office	 22/12/2023	 Captured LTI 22/12/2023	 22/12/2023
	Choto Sujapur, Village:- Choto Sujapur, P.O:- Choto Sujapur, P.S:-Kaliachak, District:-Malda, West Bengal, India, PIN:- 732206 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: CVxxxxxx9D, Aadhaar No: 36xxxxxxxx4901, Status :Individual, Executed by: Self, Date of Execution: 21/12/2023 , Admitted by: Self, Date of Admission: 22/12/2023 ,Place : Office			


Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Malda Projects Private Limited 52/69 Rabindra Avenue, City:- English Bazar, P.O:- Malda, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101 , PAN No.:: AAxxxxx0C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Kishor Kumar Bhagat Son of Late Sulal Ram Bhagat Date of Execution - 21/12/2023, , Admitted by: Self, Date of Admission: 22/12/2023, Place of Admission of Execution: Office	 Dec 22 2023 1:38PM	 Captured LTI 22/12/2023	 22/12/2023
52/69 Rabindra Avenue, 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.:: ADxxxxxx0E, Aadhaar No: 33xxxxxxxx9435 Status : Representative, Representative of : Malda Projects Private Limited (as Director)				

Identifier Details :

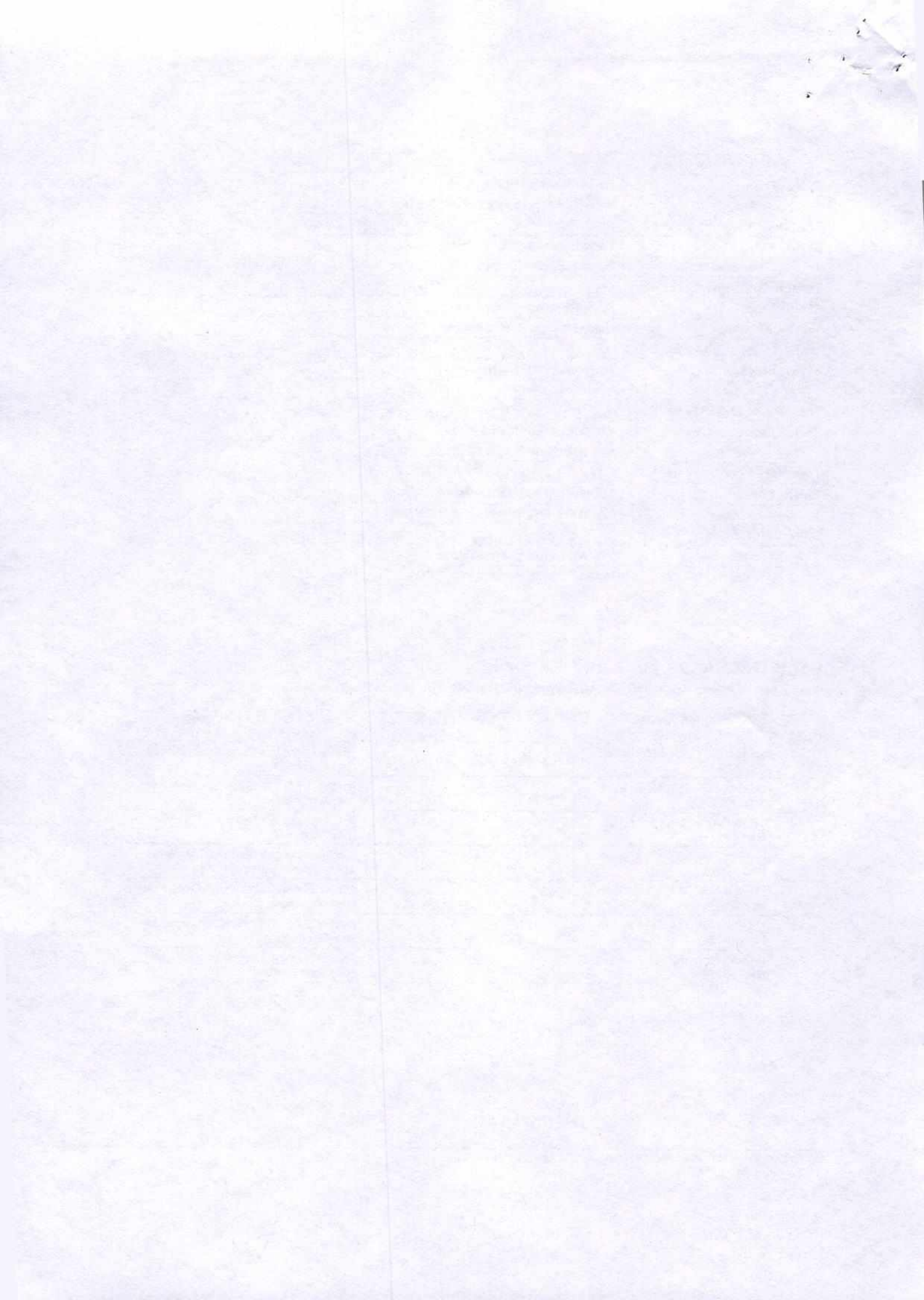
Name	Photo	Finger Print	Signature
Animesh Karmakar Son of Subhash Karmakar 2 No Govt Colony, City:- English Bazar, P.O:- Makdumpur, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732103	 22/12/2023	 Captured 22/12/2023	 22/12/2023
Identifier Of Anwar Ali, Chandana De, Md Alfayed Ali, Mr Kishor Kumar Bhagat			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Anwar Ali	Malda Projects Private Limited-3.5 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Chandana De	Malda Projects Private Limited-3.5 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Anwar Ali	Malda Projects Private Limited-17.5 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Chandana De	Malda Projects Private Limited-17.5 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Anwar Ali	Malda Projects Private Limited-2.5 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	Chandana De	Malda Projects Private Limited-2.5 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	Md Alfayed Ali	Malda Projects Private Limited-2 Dec

Land Details as per Land Record

District: Malda, P.S:- Kaliachak, Gram Panchayat: SUJAPUR, Mouza: Chhota Sujapur, JI No: 117, Pin Code : 732206

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 359, LR Khatian No:- 4943		Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 359, LR Khatian No:- 4942		Seller is not the recorded Owner as per Applicant.
L3	LR Plot No:- 360, LR Khatian No:- 4943		Seller is not the recorded Owner as per Applicant.
L4	LR Plot No:- 360, LR Khatian No:- 4942		Seller is not the recorded Owner as per Applicant.
L5	LR Plot No:- 361, LR Khatian No:- 4943		Seller is not the recorded Owner as per Applicant.
L6	LR Plot No:- 361, LR Khatian No:- 4942		Seller is not the recorded Owner as per Applicant.
L7	LR Plot No:- 362, LR Khatian No:- 10179		Seller is not the recorded Owner as per Applicant.



Endorsement For Deed Number : I - 090116468 / 2023

On 22-12-2023

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

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

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

Presented for registration at 13:29 hrs on 22-12-2023, at the Office of the D.S.R. MALDA by Anwar Ali , one of the Executants.

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 4,70,43,138/-

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

Execution is admitted on 22/12/2023 by 1. Anwar Ali, Son of Late Idrish Saikh, Choto Sujapur, P.O: Choto Sujapur, Thana: Kaliachak, , Malda, WEST BENGAL, India, PIN - 732206, by caste Muslim, by Profession Business, 2. Chandana De, Wife of Anwar Ali, Choto Sujapur, P.O: Choto Sujapur, Thana: Kaliachak, , Malda, WEST BENGAL, India, PIN - 732206, by caste Muslim, by Profession Business, 3. Md Alfayed Ali, Son of Anwar Ali, Choto Sujapur, P.O: Choto Sujapur, Thana: Kaliachak, , Malda, WEST BENGAL, India, PIN - 732206, by caste Muslim, by Profession Business

Indetified by Animesh Karmakar, , , Son of Subhash Karmakar, 2 No Govt Colony, P.O: Makdumpur, Thana: English Bazar, , City/Town: ENGLISH BAZAR, Malda, WEST BENGAL, India, PIN - 732103, by caste Hindu, by profession Others

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

Execution is admitted on 22-12-2023 by Mr Kishor Kumar Bhagat, Director, Malda Projects Private Limited (Private Limited Company), 52/69 Rabindra Avenue, City:- English Bazar, P.O:- Malda, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732101

Indetified by Animesh Karmakar, , , Son of Subhash Karmakar, 2 No Govt Colony, P.O: Makdumpur, Thana: English Bazar, , City/Town: ENGLISH BAZAR, Malda, WEST BENGAL, India, PIN - 732103, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 39.00/- (E = Rs 7.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 7/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/12/2023 12:42AM with Govt. Ref. No: 192023240323164298 on 22-12-2023, Amount Rs: 7/-, Bank: SBI EPay (SBlePay), Ref. No. 8543205525525 on 22-12-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,000/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 70,000/-

Description of Stamp

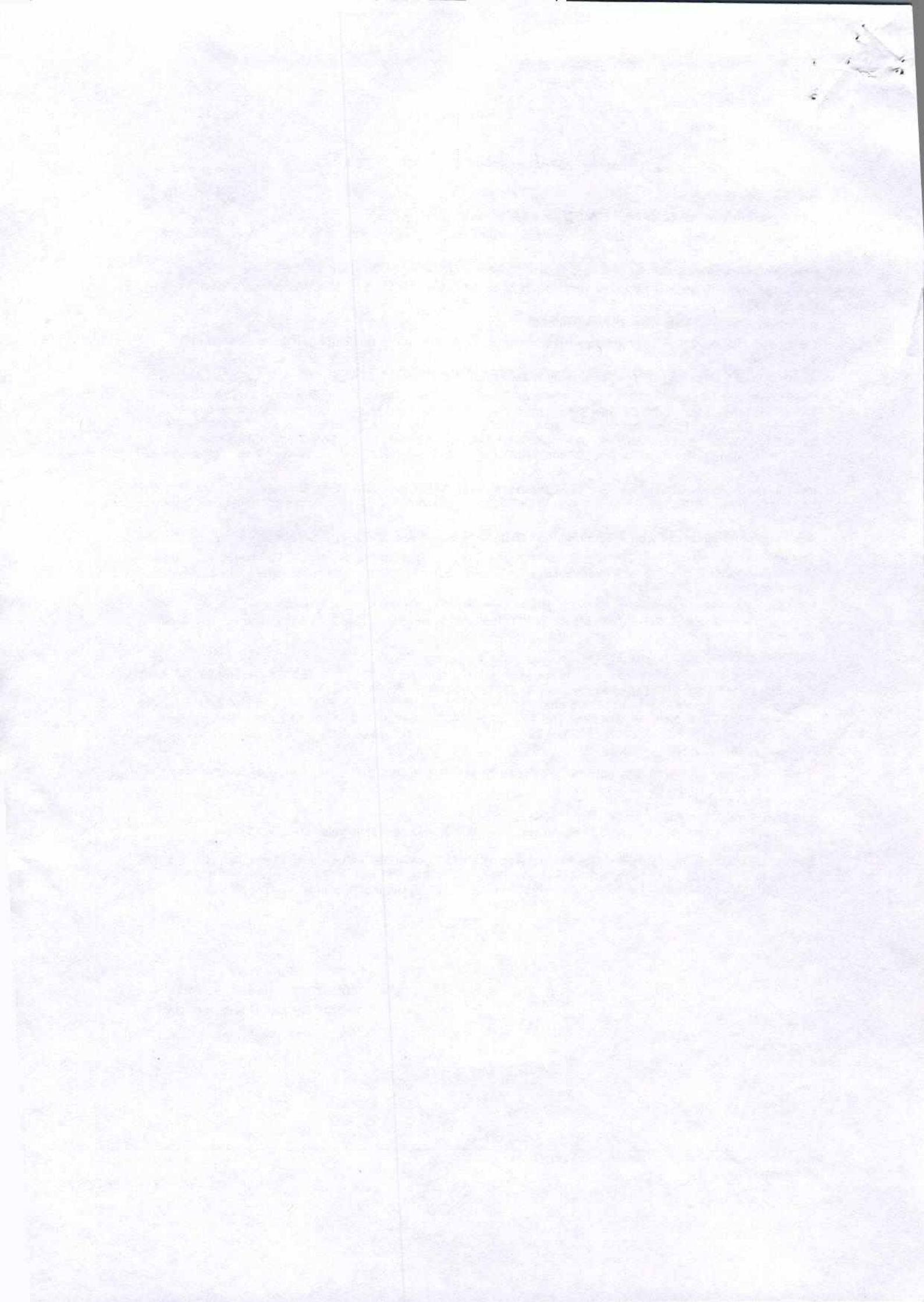
1. Stamp: Type: Court Fees, Amount: Rs.10.00/-

2. Stamp: Type: Impressed, Serial no 1175, Amount: Rs.5,000.00/-, Date of Purchase: 21/12/2023, Vendor name: Safikur Rahaman

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/12/2023 12:42AM with Govt. Ref. No: 192023240323164298 on 22-12-2023, Amount Rs: 70,000/-, Bank: SBI EPay (SBlePay), Ref. No. 8543205525525 on 22-12-2023, Head of Account 0030-02-103-003-02

Ramjan Ali

**Ramjan Ali
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. MALDA
Malda, West Bengal**



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

**Volume number 0901-2023, Page from 350175 to 350203
being No 090116468 for the year 2023.**



Sandipan Das.

Digitally signed by SANDIPAN DAS
Date: 2023.12.26 15:55:11 +05:30
Reason: Digital Signing of Deed.

**(Sandipan Das) 26/12/2023
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. MALDA
West Bengal.**

