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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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 12/10/23

for the claimant
 Gopal Chakraborty

JOYMAKAMAKHYA CONSTRUCTION (P) LTD
 Director

DEVELOPMENT AGREEMENT

Certified that the Endorsement Sheet's and the Signature Sheet attached to this document are part of the Document

THIS AGREEMENT is executed on this 12th day of October' 2023

By and Amongst

- 1) **MR. JOYDEV CHAKRABORTY**, PAN-AHUPC100G, resident of Chotonilpur, Choto Baldanga, P.o.- Sripally, P.s.- Burdwan Sadar, Dist.- Purba Bardhaman, Pin- 713103, 2) **MR. GOPAL CHAKRABORTY**, PAN- AJDPC2894G, resident of Vivekananda Road, P.o.- Sripally, P.s.- Burdwan Sadar, Dist.- Purba Bardhaman, Pin- 713103, both are S/o-Late Ramani Mohan Chakraborty, by nationality- Indian, by Occupation- Business, hereinafter referred to and called for the sake of brevity as the **LAND OWNERS** (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

Additional District Sub-Register
 BURDWAN

12 OCT 2023

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8233/23

दि. 19/20 तारीख 09.10.28
 क्रेता Joy Mas Kamachya
 पत्तिका Purba Barhaman
 टा. 10001
 कर्मान प्रो. 10001
 टा. 10001
 जिला नं. 1/2 108-08



Srij Acharya

DEVELOPMENT AGREEMENT



Additional District Registrar
BURDWAN

12 OCT 2023

Certified that the Endorser or
 Agent and the Signature Sheet
 attached to this document
 are part of the Record

Additional District Registrar
 BURDWAN

12 OCT 2023

Joydev Chakraborty
Gopal Chakraborty

JOY MAAKAMAKHYA CONSTRUCTION (P) LTD
Abel Singh Roy
Director

AND

JOY MAAKAMAKHYA CONSTRUCTION PRIVATE LIMITED, a Company, having its CIN No.U45309WB2022PTC252563, PAN-AAFCJ5474P, represented by its Chairman MR. DEBASISH DEY, PAN-AEHPD1594B, S/o- Late Haranath Dey, by nationality- Indian, by Occupation- Business, resident of resident of Baronilpur, P.o- Sripally, Dist- Purba Bardhaman, Pin-713103, hereinafter referred to and called for the sake of brevity as the **DEVELOPER** (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS the properties situated under Municipality of Burdwan, Mouza- Balidanga, J.L. No. 35, Dag No.- 594 of L.O.P. No. 80, area more or less 6 Cottah; more fully described in the Schedule hereunder originally belonged to one Ramani Mohan Chakraborty, who became owner of the same as allottee, from the Government of West-Bengal, by dint of Deed of Gift bearing No.435 for the year'1988, recorded in Book No.-1, Vol. No.9, Page 1729 to 1732, registered at the office of Additional District Registrar, Burdwan. Subsequently, after mutating his name under Khatian No.4172 in the L.R. R.O.R.

AND WHEREAS during his ownership and possession, said Ramani Mohan Chakraborty expired on 05.03.1990, leaving behind his wife, named Smt. Anima Chakraborty, three sons namely Sri Joydeb Chakraborty, Sri Gopal Chakraborty, and Mahadev Chakraborty, and four daughters, namely Smt. Mira Chakraborty, Smt. Shefali Roy Chowdhury, Smt. Dipali Sarkar, Smt. Mitali Chakraborty as his legal heirs as per provisions of the Hindu Succession Act, all became joint

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Additional District Sub-Registrar
BURDWAN

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Gopal Chakraborty

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owners of the FIRST Schedule mentioned property, each having 1/8th portion of the share.

AND WHEREAS during their peaceful ejmal possession, said Smt. Anima Chakraborty, Mahadev Chakraborty, Sri Joydeb Chakraborty, Smt. Mira Chakraborty, Smt. Shefali Roy Chowdhury, Smt. Dipali Sarkar, and Smt. Mitali Chakraborty transferred their 6/8th portion of the defined and demarcated portion jointly to the Sri Gopal Chakraborty by dint of Deed of Gift bearing No. **4284** for the year 2011, recorded in Book No. 1, Volume No. 13, Page from 4131 to 4148.

AND WHEREAS, subsequently, by dint of Deed of Gift bearing No. **4284** for the year 2011, recorded in Book No. 1, Volume No. 13, Page from 4131 to 4148 and Deed of Gift bearing No. **4285** for the year 2011, recorded in Book No. 1, Volume No. 13, Page from 4149 to 4169 as well as by dint of Deed of Gift bearing No. **4286** for the year 2011, recorded in Book No. 1, Volume No. 13, Page from 4170 to 4185, afore said MR. JOYDEV CHAKRABORTY & MR. GOPAL CHAKRABORTY i.e. the LAND OWNERS herein have become owners of the property, more fully describe in the Schedule hereunder, in equal proportion.

AND WHEREAS said MR. JOYDEV CHAKRABORTY & MR. GOPAL CHAKRABORTY i.e. the LAND OWNERS herein after duly mutating their name in the present L.R.R.O.R. under Khatian nos. 6330 & 6331, during their ownership and possession of the land, more fully described in the Schedule herein below, for a considerable period of time have been thinking of developing multi-storied Residential Complex consisted of several self-contained Flats and Parking spaces thereon, after demolishing the existing residential building, in such manner as may yield them greater advantage and financial benefit. But as the

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LAND OWNERS herein neither has experience, adequate and appropriate skill, and knowledge nor has capacity and ability, both financially and technically, has been searching for competent DEVELOPER. Having learnt of intention of the LAND OWNERS, the DEVELOPER herein, which is a highly reputed Developer, having vast experience, knowledge, and skill in the field of real estate development, upon making inspection and search and having been duly satisfied as to the marketable title of the land, *more fully described in the Schedule hereunder*, has approached the LAND OWNERS with an offer to develop the land, *more fully described in the Schedule hereunder*, at its own costs and expenses and in such manner which will afford the LAND OWNERS herein greater financial advantage and benefits.

AND WHEREAS the LAND OWNERS herein having been satisfied with the competency and reputation of the DEVELOPER herein have accepted the offer and agreed to engage the DEVELOPER to develop Multi-Storied Residential Complex, consisting of several self-contained Flats, Parking spaces, together with other amenities and common facilities on 'Bastu' class of land, *more fully described in the Schedule hereunder*, on the following terms and conditions.

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

ARTICLE- I DEFINITIONS

In these presents, unless there is something in the subject or context inconsistent with:-

- I. LAND:-shall mean 'BASTU' class of Land measuring an area of 4320 Sq. ft, more or less, situated at P.s.- Burdwan Sadar, Dist.- Purba Bardhaman, Mouza - Balidanga, J.L. No.-35, appertaining to L.R.

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Khatian No.6330 & 6331, comprised in R.S. Plot No.- 594, corresponding to L.R. Plot No.- 1082, within local limits of Burdwan Municipality under Ward No.-14, Holding No.-270, 270/A, 270/B, Mahalla- Choto Balidanga, more fully described in the FIRST Schedule hereunder.

- II. BUILDING: shall mean proposed multi-stored Residential complex, consisting of several self-contained Flats, and parking spaces together with other common amenities and facilities which the parties hereto have proposed to erect or upon the land, more fully described in the Schedule hereunder, according to the building plan to be sanctioned by the Burdwan Municipality.
- III. BUILDING PLAN shall mean the plan to be sanctioned for the construction and development of the proposed Multi-stored Residential Complex by the Burdwan Municipality and shall include such modification or alternation as may be made by the DEVELOPER herein from time to time.
- IV. LAND OWNERS shall mean **MR. JOYDEV CHAKRABORTY**, PAN-AHUPC1100G, resident of Chotonilpur, Choto Bali danga, P.o.- Sripally, P.s.- Burdwan Sadar, Dist.- Purba Bardhaman, Pin- 713103 and **MR. GOPAL CHAKRABORTY**, PAN-AJDPC2894G, Vivekananda Road, P.o.- Sripally, P.s.- Burdwan Sadar, Dist.- Purba Bardhaman, Pin- 713103, both are S/o-Late Ramani Mohan Chakraborty, by Nationality- Indian, by Occupation- Business.
- V. DEVELOPER shall mean **JOY MAAKAMAKHYA CONSTRUCTION PRIVATE LIMITED**, a Company, having its CIN No. U45309WB2022PTC252563, PAN-AAFCJ5474P represented by its Chairman Mr. Debasish Dey, PAN-AEHPD1594B, S/o- Late Haranath Dey, aged about- 54 years, by nationality- Indian, by Occupation-

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Gopal Chakraborty

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Debarajit Das
Director

Business, resident of resident of Baronilpur, P.o- Sripally, Dist- Purba Bardhaman, Pin-713103.

- VI. **COMMON AREA AND FACILITIES:** shall include Open Space of four sides of the complex, passage-ways, driveways, corridors, lifts, stairways, landings, water reservoir, pump room, generator space/room, community room, meter room, transformer and other spaces and facilities, whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the Complex, as stated in details in the FOURTH Schedule hereunder, meant for use of Land Owners/Developer and all occupiers.
- VII. **LAND OWNERS' ALLOCATION SHALL MEAN:-32%** of the total build up area of the proposed multi-storied residential Complex to be built in accordance with building plan to be sanctioned by the Burdwan Municipality, consisted of several Self contained Flats and Parking spaces TOGETHER WITH proportionate undivided impartible share and/or interest of the land, more fully described in the FIRST Schedule hereunder TOGETHER WITH rights upon common areas and facilities. *That mode of adjustment of aforesaid allocation will be decided later on and to be recorded by executing separate supplementary agreements between the Land Owners and Developer herein if necessary.*
- VIII. **DEVELOPER'S ALLOCATION SHALL MEAN:-68%** of the total build up area of the proposed multi-storied residential Complex to be built in accordance with building plan to be sanctioned by the Burdwan Municipality, consisted of several Self contained Flats and Parking spaces TOGETHER WITH proportionate undivided impartible share and/or interest of the land, more fully described in the FIRST Schedule hereunder TOGETHER WITH rights upon common areas and facilities. *That mode of adjustment of aforesaid allocation will be decided later on*

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Debi Kumar Das
Director

and to be recorded by executing separate supplementary agreements between the Land Owners and Developer herein if necessary.

- IX. ARCHITECT/STRUCTURAL ENGINEER/CIVIL ENGINEER shall mean any qualified person(s) or firm to be appointed or nominated by the Developer at its own cost as architect or Structural Engineer and Civil Engineer of the Complex to be constructed on the land, more fully described in the FIRST Schedule hereunder.
- X. FLOOR AREA RATIO:- shall mean the floor area ratio available for construction on the proposed Residential Complex according to prevailing law considering total area of the Land measuring 4320 Sq.ft. more or less.
- XI. COVERED/BUILD UP AREA: shall mean the Carpet Area of the flats and open terrace plus thickness of the internal walls and common external walls and pillars PROVIDED THAT if any external wall be common between two Flats then one - half of the area under such wall shall be included in each Flats.
- XII. SUPER BUILT-UP AREA: Shall mean in context to a flat, as the area of the flats, computed by adding an agreed fixed percentage of 25% (Twenty Five Percent) with over Built-up area/Covered area and such will be used and utilized only for selling purpose and for the registration purpose in order to pay the Stamp Duty and Registration Fees to the Government of West Bengal. Be it mentioned here that during continuation of this Agreement, if any new Rules in respect of any Law relating to Development and Real Estate is framed by the Government and if such rule becomes effective by making the concept of "Super-Built Up Area" obsolete, then in that case the flats are to be sold in accordance with the Law and Rules to be framed by the Government.

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Director

- XIII. UNDIVIDED SHARE:- shall mean the undivided proportionate share in the FIRST Schedule mentioned land attributable to each flat and parking space comprised in the said Residential Complex and the common portions held by and/or here in agreed to be sold to the prospective Purchaser.
- XIV. CO-OWNER: shall according to its context mean and include all persons who acquire or agree to acquire Flat and Parking space in the proposed residential complex including the Land Owner and Developer for the Flats/ and Parking Spaces not alienated or agreed to be alienated.
- XV. Flat/Parking Spaces: shall mean the flats and/or parking or spaces intended to be built and/or constructed and/or the covered area capable of being enjoyed and occupied for residential purpose.
- XVI. COMMON EXPENSES: shall include all expenses to be incurred by the Co-owners for the maintenance, management and up keeping of the proposed residential complex for common purposes.
- XVII. COMMON PURPOSES: shall mean purpose of managing and maintaining the proposed residential complex and in particular the common areas and portions, collection and disbursement of common expenses for common portion and areas and dealing with the matter of common interest of the Co-owners relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective flats/parking spaces exclusively and the common portion in common.
- XVIII. ENCUMBRANCES: shall mean charges, liens, lispence, claims, liabilities, trusts, demands, acquisition and requisition.
- Best* XIX. SINGULAR NUMBER shall include the plural.
- XX. TIME shall mean the period by which construction shall be completed by the Developer. The Developer shall complete the construction on or

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Gopal Chatterjee

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Devi Ranjan
Director

within 48 (Forty Eight) months from the date of sanction of building plan by the Burdwan Municipality

- XXI. **FORCE MAJEURE** shall mean and include Flood, Earthquake, Riot, War, storm, Civil Commotion, State wide Strike, Pandemic, Natural Calamities, Unavoidable circumstances or Other irresistible force or any other act and circumstances beyond reasonable control of the party affected hereby but shall not include normal bad weather or processions etc.

ARTICLE-II : DEVELOPMENT

The DEVELOPER herein shall develop the said Multi-storied Residential cum Commercial Complex on the terms herein agreed and in the manner as follows:-

1. By obtaining necessary sanction and/or permission from the Burdwan Municipality and other appropriate Department and authorities.
2. By erecting and/or constructing the said residential complex in or upon the FIRST Schedule mentioned land on or within 48 (Forty Eight) months from the date of Sanction of the Building Plan.
3. By retaining, selling, transferring or otherwise disposing of flats and parking spaces including proportionate share of FIRST Schedule mentioned land Together with common amenities and facilities at the proposed Residential Complex of the Developer's allocation in favour of intending buyers and also in receive, realize, recover, appropriate proceed thereof.
4. That being satisfied about the marketable title and possession of the LANDOWNERS, the DEVELOPER herein has entered this agreement with the LAND OWNERS. If any defect in respect of title and possession

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of the LANDOWNERS be transpired, the LANDOWNERS shall rectify the same at an earliest at the cost of the DEVELOPER.

5. The LANDOWNERS shall keep original title deeds, record of rights and other relevant documents in respect of the land, more fully described in FIRST Schedule hereunder, in their custody. They shall provide copies of the same to the DEVELOPER as well as allow inspections by the DEVELOPER and/or its nominees or their solicitors, as and when asked for, at the cost of DEVELOPER.

ARTICLE-III :-RIGHTS AND OBLIGATIONS

1. The DEVELOPER in consultation with the LANDOWNERS shall be entitled to cause all such changes or modifications, as shall be required by the Burdwan Municipality or the Government or any authority or to comply with such sanction, Permission, clearance and approval as aforesaid.
2. The DEVELOPER shall abide by all laws, rules and regulations of the West Bengal Real Estate Regulatory Authority, Government of West Bengal, local bodies as the case may be and shall be answerable and responsible for any deviation and/or breach of any laws, bye laws rules and regulations.
3. The DEVELOPER shall at its own cost construct the proposed multi-storied residential complex in or upon the FIRST Schedule mentioned land in accordance with sanctioned building plan without any hindrance or disturbance by or on behalf of the LANDOWNERS or any person claiming under them. The DEVELOPER shall ensure that proposed complex will be made of I.S.I. materials, as specified more fully in the Sixth Schedule hereunder.

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Gopal Chakraborty

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Subir Kumar Das
Director

4. The DEVELOPER shall be entitled to use the name of the LANDOWNERS to apply for obtaining quota entitlements for cements, steel, bricks and other building materials as may be required for the construction of the proposed residential complex.
5. The DEVELOPER shall be entitled to at its own cost to apply for and obtain temporary and/or permanent connection of water, sewerage, electricity power, telephone and/or gas and other public utility services and facilities as think proper. The LAND OWNERS shall sign, execute and deliver all papers and applications and approval enabling the DEVELOPER to obtain such public utility services and facilities.
6. The DEVELOPER shall pay all expenses to be incurred towards sanction of the building plan including expenses towards fees of the Architect, Structural Engineer, Civil Engineer and soil testing etc. whatsoever shall become necessary for the purpose of construction of the proposed multi-storied building.
7. That the LAND OWNERS agreed that after execution of this Development Agreement, they shall not in any manner encumber, mortgage, sale, transfer, let out or otherwise deal with or dispose of the land mentioned in the FIRST Schedule hereunder or portion thereof except in the manner as expressly provided. Similarly, the DEVELOPER herein shall not in any manner encumber, mortgage, transfer, let out or otherwise deal with or dispose of the land mentioned in the FIRST Schedule hereunder or portion thereof except in the manner as expressly provided.
8. The DEVELOPER herein shall be entitled to construct and complete the proposed Multi-Storied Residential Complex, on the said land, more fully described in the FIRST Schedule hereunder, in or within 48 (Forty Eight) months computed from the date of sanction of Building Plan by

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R. C. Sanyal
Director

the Burdwan Municipality/Competent Authority. The DEVELOPER undertakes to construct the proposed Residential complex in accordance with sanctioned building plan and undertake to pay damages, penalties and/or compounding fees payable to the authority or authorities concerned any deviation thereof.

9. In carrying out the said development work and/or construction of the proposed multi-storied residential complex herein agreed, the DEVELOPER shall keep the LAND OWNERS indemnified from and against all claims or compensations.
10. In consideration of this instant agreement, the DEVELOPER shall deliver peaceful vacant physical possession of the LANDOWNERS' allocated flats and parking spaces, free from all encumbrances, completed in all respects TOGETHER WITH other common areas and facilities, in or within 48 (Forty Eight) months computed from the date of Sanction of Building Plan and to retain and enjoy and transfer the DEVELOPER'S allocation without any interruption(s) from the LAND OWNERS or any person(s) claiming under the LAND OWNERS.
11. The LANDOWNERS will execute and registered Power of Attorney in favour of the DEVELOPER at the cost of DEVELOPER thereby authorizing and empowering the DEVELOPER to construct the proposed multi-storied residential complex and enter agreement for sale, execute and register formal Deed of Sale/Deed of Conveyance together with undivided proportionate share of FIRST schedule mentioned land including right of Common amenities and facilities in connection with the DEVELOPER's allocation, appoint Architects, Engineer, Contractor, Agents etc. and to represent the LAND OWNERS before any Court of Law, the Burdwan Municipality, Burdwan Development Authority, Burdwan District Police, Fire Brigade or any

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other authority/authorities and sign applications, scheme, maps, any other drawing or any other writings, representations in that behalf and to appear before the authority or authorities. By virtue of Power of attorney, which is to be executed by the LAND OWNERS in favour of the DEVELOPER, the DEVELOPER shall have the right to enter Agreement for Sale and subsequently execute and register formal Deed of Sale/Deed of Conveyance of its respective allocation to any intending purchaser, without obtaining any consent from the LAND OWNERS. The LAND OWNERS have no control or say regarding sell of the DEVELOPER'S allocation. The DEVELOPER shall take entire consideration amount of its allocation in its Account.

12. THE LAND OWNERS' shall have exclusive right to deal with or transfer their respective allocation in the proposed multi-storied Residential Complex along with proportionate undivided share of FIRST Schedule mentioned land TOGETHER WITH common amenities and facilities and in favour of any intending purchaser (s) thereby entering agreement for sale as well as by executing and registering formal Deed of Sale/Deed of Conveyance. The DEVELOPER shall have no power to interfere or control regarding sell of the LAND OWNERS' allocation. But in course of construction and before receiving possession of their respective allocation, if the LAND OWNERS enter agreement for sale with intending Purchaser(s) in respect of their respective allocation in that event DEVELOPER shall also join and execute agreement for sale and formal Deed of Sale/Deed of Conveyance as CONFIRMING PARTY along with the LAND OWNERS herein. The LAND OWNERS will directly accept the consideration amount of their allocation from intending purchaser(s) and the DEVELOPER has no right to receive any consideration amount in respect of LAND OWNERS' allocation.

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Director

13. The occupancy or completion certificates shall be collected by the DEVELOPER before delivery of possession to the LAND OWNERS and other prospective purchasers.
14. The DEVELOPER shall form an Apartment Owners Association for maintenance of the common areas, portions, facilities and essential services in such manner and form as may be required at the said proposed multi-storied Residential Complex. The Developer shall cause all Purchasers, occupiers or their assigns to join in and be bound by the rules and regulations of the Association.
15. The LAND OWNERS shall bear and pay all rates and taxes in respect of the FIRST Schedule mentioned land till giving vacant possession and soon thereafter the DEVELOPER shall bear and pay all rates and taxes in respect of the said land till delivery of possession of their respective allocated flats and parking spaces ALONG WITH other common areas and facilities, completed in all respects TOGETHER WITH completion certificate to the LAND OWNERS in accordance with law.
16. As soon as the construction of said multi-storied Residential Building shall be completed, in accordance with sanctioned building Plan, the DEVELOPER shall give written notice to the LAND OWNERS to take possession of their respective allocation and at all times thereafter the LAND OWNERS shall be exclusively responsible for payment of all taxes and charges, whatsoever, payable in respect of LAND OWNERS' allocation. Similarly, as and from the said date, the DEVELOPER shall be responsible for the said taxes payable in respect of the DEVELOPER'S allocation. The said taxes, if levied, on the proposed complex, as a whole, then in such event it shall be apportioned on pro-rata basis.

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Deba Saha
Director

17. On and from the date of service of the notice to take physical possession, the LAND OWNERS, their nominee(s), as the case may be, in respect of LAND OWNERS' allocation shall also be responsible to pay on demand to the DEVELOPER or its nominee(s) or the Apartment Owners' Association, the service charges for the common amenities, facilities and utilities in the complex. The said charges shall include premium of insurance of the Complex, if required, water, fire and scavenging charges, taxes, lights, sanitation operation, repair and renewals, security guards' salary and management of common facilities including replacement, repair and maintenance charges and expenses for the all of common wiring, pipes, electric and mechanical equipments, switch, gear, transformers, generators, pumps, motors and other electrical and mechanical installations, appliances and equipment of lift, stair ways, corridors, halls, passage ways and other common facilities, whatsoever. Similarly, as and from the said date the DEVELOPER or its nominees or Purchaser(s) of flat(s) and Car Parking spaces shall also be responsible to pay and bear proportionate share of the service charges for facilities of their respective portions.

ARTICLE-IV: MISCELLANEOUS

1. The LAND OWNERS and the DEVELOPER have entered the instant agreement purely on principal to principal basis and nothing state herein shall be deemed or construed as **Joint Venture** between the LAND OWNERS and the DEVELOPER.
- By* 2. *That in future adjustment of respective allocation of the LAND OWNERS AND DEVELOPER will be amicably resolved by executing supplementary agreement(s) between the LAND OWNERS and DEVELOPER.*

Hyder Chakraborty.
Groupd Chakraborty

JOYDEB CHAKRABORTY
DIRECTOR

3. The LAND OWNERS OR DEVELOPER, as the case may be, shall not be considered to be in breach of any obligation, if compelled to suspend, by existence of force majeure.
4. In case of any dispute or difference, which may arise between the LAND OWNERS and the DEVELOPER herein or their legal heir(s), successors and representatives in relation to this agreement shall be referred to ARBITRATOR, to be nominated by the Parties herein mutually and the decision of the said ARBITRATOR shall be final and binding upon the Parties. The seat and venue of the Arbitration proceeding shall be within area of Town & P.s.- Burdwan Sadar, District- Purba Bardhaman. This clause shall be deemed to be submission within the meaning of the Indian Arbitration and Conciliation Act'1996 including its statutory modification, amendment and re-enactment.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of 'BASTU' class of Land, measuring an area of **4320** Sq. ft, more or less, situated at P.s.- Burdwan Sadar, Dist.- Purba Bardhaman, Mouza- Balidanga, J.L. No.-35, appertaining to L.R. Khatian No. 6330 & 6331, comprised in R.S. Plot No.- 594, corresponding to L.R. Plot No.-1082, within local limits of Burdwan Municipality under Ward No.14, Holding No.-270, 270/A, 270/B, Mahalla-Choto Balidanga, which is butted and bounded by :-

Handwritten signature

- ON THE NORTH :- LAND OF JOYDEB CHAKRABORTY
- ON THE SOUTH :- 8 Ft. WIDE PASSAGE.
- ON THE EAST :- HOUSE OF DIPALI SARKAR.
- ON THE WEST :- CHOTONILPUR ROAD.

Hyder Chakraborty
Groupal Chakraborty

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Debesish D
Director

THE SECOND SCHEDULE ABOVE REFERRED TO :

(OWNERS' ALLOCATION)

32% (Thirty Two) percent of the total build up area of the proposed multi-storied residential Complex to be built in accordance with building plan to be sanctioned by the Burdwan Municipality, consisted of several Self contained Flats, and Parking spaces TOGETHER WITH proportionate undivided impartible share and/or interest of the land, more fully described in the FIRST Schedule herein above TOGETHER WITH rights upon common areas and facilities.

THE THIRD SCHEDULE ABOVE REFERRED TO

(DEVELOPER ALLOCATION)

68% (Sixty Eight) percent of the total build up area of the proposed multi-storied residential Complex to be built in accordance with building plan to be sanctioned by the Burdwan Municipality, consisted of several Self-contained Flats, and Parking spaces TOGETHER WITH proportionate undivided impartible share and/or interest of the land, more fully described in the FIRST Schedule herein above TOGETHER WITH rights upon common areas and facilities.

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Pradyum Chatterjee
Groupal Chakraborty

JOY MAKAMAKHYA CONSTRUCTION (P) LTD
Director

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON AREA)

- I. BASTU' class of Land measuring an area of **4320** Sq. ft, more or less, situated at P.s.- Burdwan Sadar, Dist.- Purba Bardhaman, Mouza - Balidanga, J.L. No.-35, appertaining to L.R. Khatian No.6330 & 6331, comprised in R.S. Plot No.- 594, corresponding to L.R. Plot No.- 1082, within local limits of Burdwan Municipality under Ward No. 14 , Holding No.-270, 270/A, 270/B, Mahalla-Choto Balidanga, more fully described in the FIRST Schedule hereunder.
- II. Common area would be water reservoir, top roof of the each block or building, tank on the roof, staircase, septic tank, water tank, common Meter room & pump room, outside wall etc.
- III. The foundation column, girders, beams, supports, main walls, roofs.
- IV. Walls, corridors, lobbies, stair, lift, stair-ways fire escapes, lighting arrangement in the common areas and gate, stair ways entrances and exists of the complex but excluding the corridors and lobbies, if any, situated within flats.
- V. Storage space meant for common use or for the use and enjoyment of the occupiers of the complex.
- VI. The four side open spaces at the complex premises, not meant for exclusive use and enjoyment of any particular person or flat which is to be kept open to sky as per provisions of law and as to be shown in the sanctioned building plan.
- VII. All other parts of the building necessary or convenient to its existence, maintenance and safety or normally forming parts of the main building not being exclusively held and enjoyed by any flat owner.

Pradyumn Chandra
Gopal Chakraborty

JOY MAKAMAKHYA CONSTRUCTION (P) LTD
Debi Shankar
Director

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(COMMON EXPENSE)

- I. Costs of maintenances, operating, replacing, white washing, painting, decorating and renewing the main structure, water tanks, septic tanks also the outer walls of the complex including all outer plumbing and sanitary pipes and fittings and electric lines to all common areas etc.
- II. The expenses of repairing, maintaining, white washing and colour washing of the main structure of the building of the complex including the exterior of the building of complex and also the common area of building of the complex.
- III. The cost of clearing and lighting of the entrance of the complex, passages and spaces around four sides of the complex, lobby, corridors, staircase and other common areas.
- IV. Municipal Taxes and Land Rents in respect of his/her/their respective allocation shall be paid by the occupiers of the complex, proportionately up to the date of mutation of his/her/their respective allocation in his/her/their name/name(s), from the date of getting physical possession of the flat(s) and parking spaces.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

NATURE OF JOBS TO BE DONE BY THE DEVELOPER

Foundation and Super-structure:-The building shall be designed on reinforced cement concrete foundation with RCC Columns, Beams based on computerized programme and/or as per specification of the

by the clause only -
Gopal Chakraborty

JOY MAKAMAKHYA CONSTRUCTION (P) LTD
Debi + Sanjiv Dey
Director

Architect/Structural Engineer/Civil Engineer, duly sanctioned by the Burdwan Municipality/other Competent Authority.

Building :- R.C.C frame structure Building.

Wall:- Brick wall with cement mortar, outer wall 8-10 inch, inner or Partition wall 5 inch.

Window:- Aluminium window fitted with glass and necessary accessories.

Main Doors:- Frame- Malyasian Sal, Shutter/Palla- Flash Door Material with necessary accessories including lock, handle, chitkani, hasblot, stopper etc.

Internal Doors :- Frame- Malyasian Sal and Flash Door Material with necessary accessories including lock, handle, chitkani, hasblot, stopper etc.

Flooring:- Standard Marble/Vitrified Tiles flooring.

Kitchen:- Black stone cooking platform fitted with sink and work self 2 inch height glazed tiles all over the cooking platform. Marble/Vitrified Tiles flooring.

Toilet :- Standard tiles flooring and walls.

Water Supply:- PVC pipe with standard fittings in kitchen/toilet.

Sources of Water Supply:- Overhead tank along with Electrically operated pump.

Painting :- Inside and outside of each building of the complex shall be finished with standard colour.

And

Other works to be done extra as per quotation basis.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day, month and year FIRST above written.

SIGNED AND SEALED at Purba Bardhaman

In presence of: -

Jyden Chakraborty
Gopal Chakraborty

Signature of LAND OWNERS

1. SK Sarit
S/O - SK. Mansur Ali
W/O - Koria,
P.O. - Bairunthapur
P.S. - Saktigarh
Dist - Purba Bardhaman
Pin - 713104

2. Rupam Dey
S/O, Gopal Ch. Dey
Baranipur, Uttarpara,
P.O. - Srikally,
Purba - Bardhaman.

JOY MAAKAMAKHYA CONSTRUCTION (P) LTD

Suben D
Director

Signature of the DEVELOPER

Drafted by me

Mirza Raja Begg
(Mirza Raja Begg)

Advocate

Enrolment No. - WB/793/2006

Finger Prints of **MR. JOYDEV CHAKRABORTY**



Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb Finger	Left Hand
Thumb Finger	Index Finger	Middle Finger	Ring Finger	Little Finger	Right Hand

Joydev Chakraborty

Signature of **MR. JOYDEV CHAKRABORTY**



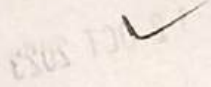
Finger Prints of **MR. GOPAL CHAKRABORTY**













Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb Finger	Left Hand
Thumb Finger	Index Finger	Middle Finger	Ring Finger	Little Finger	Right Hand

Gopal Chakraborty

Signature of **MR. GOPAL CHAKRABORTY**

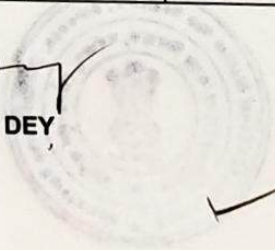


Finger Prints of MR. DEBASISH DEY

Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb Finger	Left Hand
					
Thumb Finger	Index Finger	Middle Finger	Ring Finger	Little Finger	Right Hand
					



Debasish Dey
Signature of MR. DEBASISH DEY

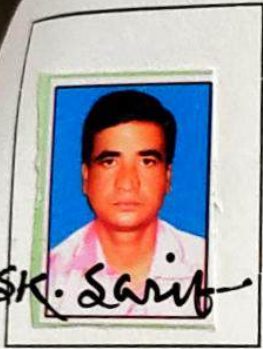












UNIVERSITY OF CHICAGO LIBRARY
NEW YORK

19 OCT 1987

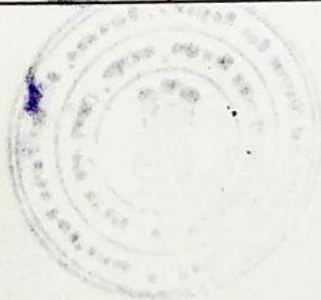
IDENTIFIER

Finger Prints of SK SARIF



Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb Finger	
					Left Hand
Thumb Finger	Index Finger	Middle Finger	Ring Finger	Little Finger	
					Right Hand

SK Sarif
Signature of SK SARIF

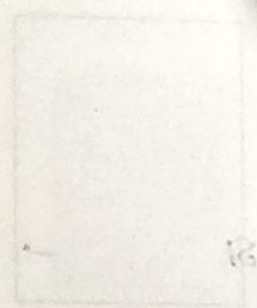


17 OCT 2017

IDENTIFICATION

Signature of the Officer

Sl. No.	Name	Age	Sex	Religion	Signature
1					
2					
3					
4					



Signature of the Officer

A

Additional District Sub-Registrar
BURDWAN

12 OCT 2023



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
ভারত সরকার
Unique Identification Authority of India
Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 1058/20103/15133

To
জয়দেব চক্রবর্তী
Joydev Chakraborty
chotonilpur, choto bali danga
Burdwan - I
Sripalli
Burdwan - I Bardhaman
West Bengal 713103

07/10/2013
52759623



MN527596231FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

2428 1120 6838

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India



জয়দেব চক্রবর্তী
Joydev Chakraborty
পিতা : রমণী মোহন চক্রবর্তী
Father : Ramani Mohan Chakraborty
অনুষ্ঠান / DOB : 05/11/1958
পুরুষ / Male



2428 1120 6838

আধার - সাধারণ মানুষের অধিকার

Joydev Chakraborty

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

JOYDEV CHAKRABORTY

RAMANI MOHAN CHAKRABORTY

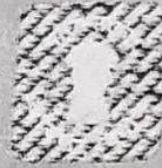
05/11/1958

Permanent Account Number

AHUPC1100G

Joydev Chakraborty

Signature



14092016

Joydev Chakraborty



ভারত সরকার
Unique Identification Authority of India
Government of India

ভানিকাকুড়ির আই ডি / Enrollment No.: 1058/76890/13706

To
গোপাল চক্রবর্তী
Gopal Chakraborty
VIVEKANANDA ROAD
Burdwan - I
Sripalli
Burdwan - I Bardhaman
West Bengal 713103

15/09/2013
48560704



MN485607041FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

8645 7988 2935

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India



গোপাল চক্রবর্তী
Gopal Chakraborty
পিতা : রমণী মোহন চক্রবর্তী
Father : Ramani Mohan Chakraborty
জন্মতারিখ / DOB : 01/10/1968
পুংস্ব / Male



8645 7988 2935

আধার - সাধারণ মানুষের অধিকার

Gopal Chakraborty

PERMANENT ACCOUNT NUMBER

AEHPD1594B



नाम / NAME

DEBASISH DEY

पिता का नाम / FATHER'S NAME

HARANATH DEY

जन्म तिथि / DATE OF BIRTH

10-04-1969

हस्ताक्षर / SIGNATURE

Debasish Dey

B. Das

आयकर आयुक्त, प.ब.-111

COMMISSIONER OF INCOME-TAX, W.B. - III

Debasish Dey

3396 8015 4307
Name: SARANATH DEY
DOB: 10/04/1989



3396 8015 4307

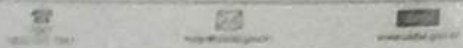
आधार - साधारण मानुषेअ अधिकार

Unique Identification Authority of India

Office:
Sector 10, Gurgaon, Haryana
Pin: 122002

Address:
BAGHICHA,UTTAR PARA
BARDHAMAN, Bardhaman, West Bengal
Pin: 713103

3396 8015 4307



Deba Saha Dey

भारत सरकार
Government of India



भारतीय आयकर निदेशकालय
Income Tax Department, Ministry of India



Sk Sarif
Father : Sk Mansur Ali

DOB: 12/10/1975
Male



8492 5935 8174

Address: BAIKUNTHAPUR,
koria, Baikunthapur,
Baikunthapur, Bardhaman,
West Bengal, 713101

8492 5935 8174

आधार - आम आदमी का अधिकार

1947
1800 300 1947

help @ uidai.gov.in

www.uidai.gov.in

Sk. Sarif

Major Information of the Deed

Deed No :	I-0203-08361/2023	Date of Registration	12/10/2023
Query No / Year	0203-2002532456/2023	Office where deed is registered	
Query Date	04/10/2023 5:06:54 PM	A.D.S.R. Bardhaman, District: Purba Bardhaman	
Applicant Name, Address & Other Details	MIRZA RAJA BEGG BURDWAN, Thana : Bardhaman , District : Purba Bardhaman, WEST BENGAL, PIN - 713101, Mobile No. : 9434469033, 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. 2/-	Rs. 70,20,012/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,010/- (Article:48(g))	Rs. 14/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		



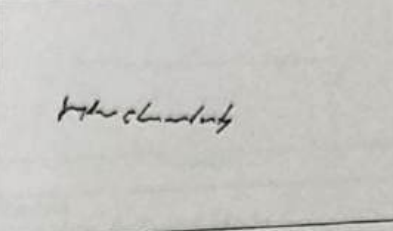


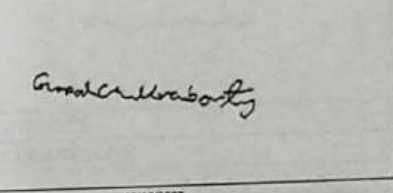
Land Details :

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: Chotonilpur Main Road, Mouza: Balidanga, , Ward No: 14 JI No: 35, Pin Code : 713103

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1082 (RS :-)	LR-6330	Bastu	Bastu	2160 Sq Ft	1/-	35,10,006/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L2	LR-1082 (RS :-)	LR-6331	Bastu	Bastu	2160 Sq Ft	1/-	35,10,006/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
TOTAL :					9.9Dec	2 /-	70,20,012 /-	
Grand Total :					9.9Dec	2 /-	70,20,012 /-	

Details :

Name,Address,Photo,Finger print and Signature

	Name	Photo	Finger Print	Signature
1	Mr JOYDEV CHAKRABORTY (Presentant) Son of Late RAMANI MOHAN CHAKRABORTY Executed by: Self, Date of Execution: 12/10/2023 , Admitted by: Self, Date of Admission: 12/10/2023 ,Place : Office		 Captured	 12/10/2023
CHOTONILPUR, City:- Not Specified, P.O:- SRIPALLI, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AHxxxxxx0G,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 12/10/2023 , Admitted by: Self, Date of Admission: 12/10/2023 ,Place : Office				
2	Mr GOPAL CHAKRABORTY Son of Late RAMANI MOHAN CHAKRABORTY Executed by: Self, Date of Execution: 12/10/2023 , Admitted by: Self, Date of Admission: 12/10/2023 ,Place : Office		 Captured	 12/10/2023
CHOTONILPUR, City:- Not Specified, P.O:- SRIPALLY, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713104 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AJxxxxxx4G,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 12/10/2023 , Admitted by: Self, Date of Admission: 12/10/2023 ,Place : Office				

Developer Details :



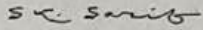
Sl No	Name,Address,Photo,Finger print and Signature
1	JOY MAAKAMAKHYA CONSTRUCTION PRIVATE LIMITED BARONILPUR, City:- Not Specified, P.O:- SRIPALLY, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 , PAN No.:: AAxxxxxx4P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Identifier Details :

Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
Mr DEBASISH DEY Son of Late HARANATH DEY Date of Execution - 12/10/2023, , Admitted by: Self, Date of Admission: 12/10/2023, Place of Admission of Execution: Office		 Captured	
	Oct 12 2023 11:18AM	LTI 12/10/2023	12/10/2023
BARONILPUR, City:- Not Specified, P.O:- SRIPALLY, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx4B,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : JOY MAAKAMAKHYA CONSTRUCTION PRIVATE LIMITED (as DIRECTOR)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SK SARIF Son of SK MANSUR ALI KORIA, City:- Not Specified, P.O:- BAIKUNTHAPUR, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713104		 Captured	
	12/10/2023	12/10/2023	12/10/2023
Identifier Of Mr JOYDEV CHAKRABORTY, Mr GOPAL CHAKRABORTY, Mr DEBASISH DEY			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr JOYDEV CHAKRABORTY	JOY MAAKAMAKHYA CONSTRUCTION PRIVATE LIMITED-4.95001 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr GOPAL CHAKRABORTY	JOY MAAKAMAKHYA CONSTRUCTION PRIVATE LIMITED-4.95001 Dec

Land Details as per Land Record

District: Purba Bardhaman, P.S:- Bardhaman, Municipality: BURDWAN, Road: Chotonilpur Main Road, Mouza: Balidanga, , Ward No: 14 JI No: 35, Pin Code : 713103

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1082, LR Khatian No:- 6330	Owner:জনদের চাকরী, Gurdian:রমণী মোহন, Address:দিক, Classification:বাড়, Area:0.06000000 Acre,	Mr JOYDEV CHAKRABORTY

Plot No:- 1082, LR Khatian
No:- 6331

Owner: গোপাল চক্রবর্তী, Gurdian: রমনী মোহন,
Address: নিজ , Classification: বাড়,
Area: 0.04000000 Acre,

Mr GOPAL CHAKRABORTY

Endorsement For Deed Number : I - 020308361 / 2023

12-10-2023

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 11:00 hrs on 12-10-2023, at the Office of the A.D.S.R. Bardhaman by Mr JOYDEV CHAKRABORTY , 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 70,20,012/-

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

Execution is admitted on 12/10/2023 by 1. Mr JOYDEV CHAKRABORTY, Son of Late RAMANI MOHAN CHAKRABORTY, CHOTONILPUR, P.O: SRIPALLI, Thana: Bardhaman
.. Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by Profession Business, 2. Mr GOPAL CHAKRABORTY, Son of Late RAMANI MOHAN CHAKRABORTY, CHOTONILPUR, P.O: SRIPALLY, Thana: Bardhaman
.. Purba Bardhaman, WEST BENGAL, India, PIN - 713104, by caste Hindu, by Profession Business

Indetified by Mr SK SARIF, . . Son of SK MANSUR ALI, KORIA, P.O: BAIKUNTHAPUR, Thana: Bardhaman
.. Purba Bardhaman, WEST BENGAL, India, PIN - 713104, by caste Muslim, by profession Law Clerk

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

Execution is admitted on 12-10-2023 by Mr DEBASISH DEY, DIRECTOR, JOY MAAKAMAKHYA CONSTRUCTION PRIVATE LIMITED (Others), BARONILPUR, City:- Not Specified, P.O:- SRIPALLY, P.S:-Bardhaman
, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103

Indetified by Mr SK SARIF, . . Son of SK MANSUR ALI, KORIA, P.O: BAIKUNTHAPUR, Thana: Bardhaman
.. Purba Bardhaman, WEST BENGAL, India, PIN - 713104, by caste Muslim, by profession Law Clerk

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 12/10/2023 6:38AM with Govt. Ref. No: 192023240255949491 on 12-10-2023, Amount Rs: 14/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 327804756 on 12-10-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,010/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 9,010/-

Description of Stamp
1. Stamp: Type: Impressed, Serial no 1920, Amount: Rs.1,000.00/-, Date of Purchase: 09/10/2023, Vendor name: Sanjay Acharyya

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 12/10/2023 6:38AM with Govt. Ref. No: 192023240255949491 on 12-10-2023, Amount Rs: 9,010/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 327804756 on 12-10-2023, Head of Account 0030-02-103-003-02

Sa

Sanjit Sardar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Bardhaman
Purba Bardhaman, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

**Volume number 0203-2023, Page from 217617 to 217654
being No 020308361 for the year 2023.**



San.

Digitally signed by SANJIT SARDAR
Date: 2023.10.13 14:19:47 +05:30
Reason: Digital Signing of Deed.

(Sanjit Sardar) 13/10/2023

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