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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

K 203589

Shayindh
21/06/2023
at 05:53 PM

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

Shayindh

District Sub-Registrar-1
Purba Bardhaman

22 JUN 2023

KAMAKHA MARBEL PVT. LTD.

Director

Debabrata

KAMAKHA MARBEL PVT. LTD.

Director

Ruma Dey

JOY MAKAMANYA CONSTRUCTION (P) LTD

Director

Debabrata

**AGREEMENT FOR DEVELOPMENT
AND
DEVELOPMENT POWER OF ATTORNEY**

:: Om Gurabey Hazrah ::

THIS DEED OF AGREEMENT FOR DEVELOPMENT AND/CUM
DEVELOPMENT POWER OF ATTORNEY IS MADE ON THIS 21ST DAY OF
JUNE, TWO THOUSAND AND TWENTY THREE (2023)

BETWEEN

[Handwritten signature]

Sl. No. 4319 Sale Date 21/06/23
Sold To KAMAKHA MARBEL PVT. LTD.
Add. Burdwan
Stamp Rs. 5000.00
This Stamp Paper Purchase From
Purba Bardhaman No. Try On Date
Stamp Vendor-SK SALAUDDIN
Sadar Registry Office, Purba Bardhaman
Licence No.-02/2011-12

19 JUN 2023

Signature Sk. Salauddin

Deba Sun Dey



VC 1093

Deba Sun Dey

as a director of KAMAKHA MARBEL PVT. LTD. (LANDLORD)
as a director of JOYMAA KAMAKHYA CONSTRUCTION PVT. LTD. (DEVELOPER)



✓



VC 1093

District Sub-Registrar-1
Purba Bardhaman

Ruma Dey

as a director of KAMAKHA MARBEL PVT. LTD. (LANDLORD)

21 JUN 2023

Hijit Ghosh

S/o - Ananta Ghosh
Shabanui Thakur Lane
P.O - Raibati, Burdwan
Pin - 713104

KAMAKHA MARBEL PVT. LTD.

Director

KAMAKHA MARBEL PVT. LTD.

Director

JOY MAAKAMAKHYA CONSTRUCTION (P) LTD

Director

"KAMAKHA MARBEL PRIVATE LIMITED" (A Private Limited Company having been incorporated and registered under the Indian Companies Act, 2013) having its Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, **PAN. AAGCK0380A**, represented by its Representative Directors namely

- a. **MR. DEBASISH DEY**, S/o Late Haranath Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AEHPD1594B**; and
- b. **MRS. RUMA DEY**, W/o Debasis Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AHOPD4461E**; hereinafter called and referred as the **OWNER** (which express or shall unless excluded her/his/their respective directors, officers, agents, heirs, executors, administrators, legal representative and assigns) of the party of the **FIRST PART**.

and

"JOY MAA KAMAKHYA CONSTRUCTION PRIVATE LIMITED" (A Private Limited Company having been incorporated and registered under the Indian Companies Act, 2013) having its Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, **PAN. AAFCJ5474P**, represented by its Representative Director namely **MR. DEBASISH DEY**, S/o Late Haranath Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur



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District Sub-Registrar-1
Purba Bardhaman

21 JUN 2023

KAMAKHA MARBEL PVT. LTD.

Debi Prasad
Director

KAMAKHA MARBEL PVT. LTD.

Reema Dey
Director

JOY KAMAKHA MARBEL PVT. LTD.
Debi Prasad
Director

Directors, Heirs, Executor, Administrators, Legal Representative and Assignees) of the party of the SECOND PART.

- A. **WHEREAS:** the OWNER is the sole and absolute owner in respect of the **First Schedule** mentioned Land and is absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever morefully described in the **First Schedule** hereinafter written (hereinafter referred to as the "**SAID PROPERTY**").
- B. **AND WHEREAS,** the First Schedule mentioned specifically demarcated landed property being R.S. Plot No. 522 appertaining to L.R. Plot No. 522, comprising in present L.R. Khatian No. 4218 of Mouza- Kanainatshal, J.L. No. 76 situated within the limit of Baikunthapur 2 No. Gram Panchayet of P.S. Bardhaman, Dist. Purba Bardhaman measuring an area of 10806.50 Sq. Ft. i.e., 15 Katha 6.5 Sq. Ft. belongs to the Party of the FIRST PART. The entire Landed property appertaining to R.S. Plot No. 522, was originally belonged to one Tarapada Kongar whose name was recorded his name in the R.S. Khatian No. 73 in the RSROR and during his tenure as the owner and possessor of the said property he transferred the total Landed Property in favour of one Laldhari Ram of 3 No Ichlabad of Burdwan City vide Registered Deed of Sale being Deed No. I-8195 for 1989 registered at the Office of the Burdwan Sadar Registrar. Subsequently during Laldhari Ram's tenure as the owner and possessor of the said property he transferred the 64 Decimals of Landed Property by way of demarcation in the annexed Map in favour of one Lakkhi Nandan, W/o Madan Mohan Nandan vide Registered Deed of Sale being



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District Sub-Registrar-1
Purba Bardhaman

21 JUN 2023

KAMAKHA MARBEL PVT. LTD.
Debe, Sukh Dev
Director

KAMAKHA MARBEL PVT. LTD.
Puma-Devi
Director

JOY LAL SAHAY CONSTRUCTION PVT. LTD.
Debe, Sukh Dev
Director

of Sale being Deed No. I-1457 for 1996 registered at the Office of the ADSR, Burdwan and while owning and possessing the said property the said Lakkhi Nandan sold 12 Kathas of Land to Dhiraj Sonkar and Others vide Registered Deed of Sale being Deed No. I-1458 for 1996 registered at the Office of the ADSR, Burdwan and while owning and possessing the said property the said Lakkhi Nandan sold 2 Kathas 13 Chataks of Land to Sonelal Sonkar and Others vide Registered Deed of Sale being Deed No. I-1456 for 1996 registered at the Office of the ADSR, Burdwan i.e., vide the aforesaid 3 (Three) Deeds the said Lakkhi Nandan sold total 23 Kathas 13 Chataks of Landed Property. Subsequently the said Lakkhi Nandan sold 15 Kathas (More or Less) of Landed Property by way of demarcation in the annexed Map in favour of one Biswajit Bhattacharya of Birhata Notunbazar, Burdwan vide Registered Deed of Sale being Deed No. I-5642 for 1997 registered at the Office of the ADSR, Burdwan. Thereafter the said Biswajit Bhattacharya became the absolute owner and possessor in respect of the aforesaid property and while owning and possessing the said property the said Biswajit Bhattacharya sold the said 10806.50 Square Feet of Landed Property by way of demarcation in the annexed Map in favour of Chandana Panja, Tanuja Panja, Dipika Panja vide Registered Deed of Sale being Deed No. I-5158 for 2015, incorporated in Book No. I, Volume No. 0203-2015, Page Nos. 34767 to 34797 registered at the Office of the ADSR, Burdwan and since then the said Chandana Panja, Tanuja Panja, Dipika Panja became the absolute OWNER of the said 10806.50 Square Feet of Landed Property.

C. **AND WHEREAS**, afterwards the said Chandana Panja, Tanuja Panja, Dipika Panja



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District Sub-Registrar-1
Purba Bardhaman

21 JUN 2023

KAMAKHA MARBEL PVT. LTD.
Debasish Dey
Director

KAMAKHA MARBEL PVT. LTD.
Ruma Dey
Director

JOY MANJANATHA CONSTRUCTION PRIVATE LTD.
Debasish Dey
Director

Square Feet i.e., 10806.50 Square Feet of Landed Property by way of demarcation in the annexed Map in favour of the present Owner vide Registered Deed of Sale being Deed No. 1-03146 for 2019, incorporated in Book No. 1, Volume No. 0203-2019, Page Nos. 73008 to 73033 registered at the Office of the ADSR, Burdwan and since then the present Owner became the absolute owner of the said 15 Kathas 6.5 Square Feet i.e., 10806.50 Square Feet of Landed Property and thereafter the present Owner mutated it's names in the present L.R.R.O.R and got it's names recorded in L.R. Khatian Nos. 4218 and subsequently after mutating it's name the present OWNER namely "**KAMAKHA MARBEL PRIVATE LIMITED**" (A Private Limited Company having been incorporated and registered under the Indian Companies Act, 2013) having its Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, **PAN. AAGCK0380A**, represented by its Representative Directors namely a) **MR. DEBASISH DEY**, S/o Late Haranath Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AEHPD1594B**; and b) **MRS. RUMA DEY**, W/o Debasis Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AHOPD4461F** converted it's land from the concerned authority of the land reforms department whereas the said Owner converted it's Land to "Commercial Bastu" class of Land comprising in L.R. Plot No. 522 in Kanainatsha Mouza, J.L. 76 vide Conversion Certificate and afterwards it was peacefully enjoying the property together by also incorporating their names in the Holding No. Ka-6973



District Sub-Registrar-1
Purba Bardhaman

21 JUN 2023

KAMAKHA MARBEL PVT. LTD.

Debasish Dey
Director

KAMAKHA MARBEL PVT. LTD.

Ruma Dey
Director

JCY MAMUKHWA CONSTRUCTION (P) LTD

Debasish Dey
Director

Companies Act, 2013) having its Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, **PAN. AAGCK0380A**, represented by its Representative Directors namely **a) MR. DEBASISH DEY**, S/o Late Haranath Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AEHPD1594B**; and **b) MRS. RUMA DEY**, W/o Debasis Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AHOPD4461F** is the sole Owner in respect of total 10806.50 Sq. Ft. i.e., 15 Katha 6.5 Sq. Ft. of Land situated at .S. Plot No. 522 appertaining to L.R. Plot No. 522, comprising in present L.R. Khatian No. 4218 of Mouza- Kanainatshal, J.L. No. 76 situated within the limit of Baikunthapur 2 No. Gram Panchayet of P.S. Bardhaman, Dist. Purba Bardhaman, by Class Commercial Bastu and the said **OWNER** being the Party to the **FIRST PART** is currently and presently the Owner to the extent of total area 10806.50 Sq. Ft. i.e., 15 Katha 6.5 Sq. Ft. of Land (A little more or less) of Land by virtue of the aforesaid purchase in respect of the property as mentioned in the **First Schedule** and has been fully seized and possessed with absolute right, title, interest therein and accordingly it's name has been recorded in the present L.R.R. OR and hence it has been fully seized and possessed with absolute right, title, interest therein in respect of the total 10806.50 Sq. Ft. i.e., 15 Katha 6.5 Sq. Ft. of Land (A little more or less) of property as mentioned in the **First Schedule** and the present **OWNER** has been possessing the all the aforesaid properties on payment of Govt. Rents, Panchayet Tax etc. for



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District Sub-Registrar-1
Purba Bardhaman

21 JUN 2023

KAMAKHA MARBEL PVT. LTD.
Deba Sen Gogoi
Director

KAMAKHA MARBEL PVT. LTD.
Ruma Deb.
Director

JOY KAMKHAMON CUSTODIAN PLOT
Deba Sen Gogoi
Director

10806.50 Sq. Ft. i.e., 15 Katha 6.5 Sq. Ft. (A Little More or Less) being the **First Schedule** mentioned Property which is unmaintained and which is more specifically described below and thereby both of the **OWNER** together and jointly have taken decision to construct of multi-storeyed residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and to develop the premises i.e., the land which is more specifically described in the **First Schedule** below and which is not being looked after by the **OWNER** due to it's occupational and business dilemma and thereby the **OWNER** has taken decision to construct of Residential building comprised of Multiple Flats/Residential Units/Car Parking Spaces and to develop the premises i.e., the property which is more specifically described in the **First Schedule** below.

- F. **AND WHEREAS** the **OWNER** neither has the capacity nor has the ability technically and also nor has any experience nor has the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with residential building cum housing complex by erecting multi-storeyed residential building/buildings along with residential building cum housing complex thereon inclusive of Flats and Car Parking Spaces.
- G. That the **DEVELOPER** is itself is a Private Limited Company having more goodwill, respect in the sector of Development and promoting and experience, knowledge and skill to develop the same. So the **OWNER** of the **First Schedule** mentioned property gave offer to the **DEVELOPER** to develop the **First Schedule**



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District Sub-Registrar-1
Purba Bardhaman

KAMAKHA MARBEL PVT. LTD.
Debasish Dey
Director

KAMAKHA MARBEL PVT. LTD.
Ruma Dey
Director

KAMAKHA MARBEL PVT. LTD.
Debasish Dey
Director

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows: -

- 1.1 PREMISES:** shall mean the premises with land as stated in the **First Schedule** of this agreement.
- 1.2 BUILDING/S:** shall mean the proposed building/buildings along with residential building cum housing complex inclusive of Flats/Residential Units and Car Parking Spaces to be constructed as per the Architect's drawings/documents, duly approved by the Baikunthapur 2 No Gram Panchayet with Burdwan Development Authority and Purba Bardhaman Zilla Parishad (if required) via its sanction Plan in order to construct the Multi-Storied Building comprised with Residential Flats and Parking Spaces which is regarded as part and parcel of the said project, within the said premises and the said building is to be constructed by the manner and way with all specifications as stated in the Second Schedule of this Indenture.
- 1.3 OWNER:** shall mean "**KAMAKHA MARBEL PRIVATE LIMITED**" (A Private Limited Company having been incorporated and registered under the Indian Companies Act, 2013) having its Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, **PAN. AAGCK0380A**, represented by its Representative Directors namely **a) MR. DEBASISH DEY**, S/o Late Haranath Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AEHPD1594B**; and **b) MRS. RUMA DEY**, W/o Debasis Dey, by nationality Indian, by caste Hindu, by profession Business, resident of



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District Sub-Registrar, 1
Purba Bardhaman

21 JUN 2023

KAMAKHYA MAHDEL PVT. LTD.
Dilga Sen Dey
Director

KAMAKHYA MAHDEL PVT. LTD.
Purna Dey
Director

KAMAKHYA MAHDEL PVT. LTD.
Dilga Sen Dey
Director

nominees.

- 1.4 DEVELOPER:** shall mean "**JOY MAA KAMAKHYA CONSTRUCTION PRIVATE LIMITED**" (A Private Limited Company having been incorporated and registered under the Indian Companies Act, 2013) having its Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, **PAN. AAFCJ5474P**, represented by its Representative Director namely **MR. DEBASISH DEY**, S/o Late Haranath Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AEHPD1594B** and shall include its/their/his/her respective heirs, officers, managers, director, executors, administrators, representatives, transferees, assignees and nominees.
- 1.5 COMMON FACILITEIS:** shall include corridors, hall ways, drive ways, lifts, stairways, landings, water reservoir, pump room, passage-ways, drive-ways, generator space/room, community room, meter room, transformer, electrical sub-station and other spaces and facilities, whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the building/buildings and/or common facilities or any of them thereon as the case may be as stated in details in the **Third Schedule** of this Indenture.
- 1.6 OWNER'S ALLOCATION:** shall mean the absolute right of the OWNER in regard to their respective share and amount of land as agreed upon to be developed by virtue of this agreement and in that regard the allocation of the OWNER will be 40% of the proposed building/buildings being the residential



District Sub-Registrar-1
Purba Bardhaman

21 JUN 2023

KANAKIA MARBEL PVT. LTD.
Director

KANAKIA MARBEL PVT. LTD.
Ruma Dey.
Director

KANAKIA MARBEL PVT. LTD.
Director

order to construct Multi-Storied Building comprised with Residential Flats and Parking Spaces as per their respective share over land more specifically mentioned in the **First Schedule**. Here it must be mentioned that OWNER will not retain and will not enjoy their entitlement of the aforesaid allotted share of 40% of the Total Constructed Portion of the proposed building/s cum residential building complex and they will sale out the said allocated portion of 40% through the Developer in favour of the prospective purchasers along with the Allocation of the Developer and will simply take the share in the consideration amount and the OWNER will directly not sale the said Unit/Flat/Parking Space or will not directly do any documentation or will not execute any document and agreement for Sale and all such work will be done by their Power of Attorney Holder being the Representative Directors of the Developer company on their behalf and the OWNER will take the Monetary Consideration in lieu of their shares from the Developer company but not directly from any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank but all such payment are to be taken by the OWNER through the DEVELOPER and the DEVELOPER as the duly constituted Power of Attorney and Authorized Agent(s) of the OWNER will deal with any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank and will receive the Money/Consideration Amount from all such persons or institutions and will pay cum hand over cum deliver it to the OWNERS. Be it mentioned here that if the OWNER intend to and wish to keep any physical possession or any flat(s) then after the sanction of build plan by



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District Sub-Registrar-1
Purba Bardhaman

21 JUN 2023

KAMAKHA MARBEL PVT. LTD.
Director

KAMAKHA MARBEL PVT. LTD.
Purna Deb
Director

KAMAKHA MARBEL PVT. LTD.
Director

preferential allocation by virtue of a deed of allocation distribution and may register the same for their own convenience at the cost of the Developer or may also take the possession certificate from the Developer and afterwards the OWNER may either retain or keep or may directly sale the said Flat and Parking Space and may directly do any documentation or will execute any document and agreement for Sale either by itself or through their Power of Attorney Holder being the Representative Directors of the Developer company on their behalf but before that the OWNER will take the Monetary Consideration in lieu of their shares from the Developer company but not directly from any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank.

1.7 DEVELOPER'S ALLOCATION:

- 1.7.1 Shall mean the absolute right of the DEVELOPER in regard to 60% of the Total constructed portion of the proposed building/buildings being the residential building cum housing complex in relation to the construction according to the sanctioned plan of the Baikunthapur 2 No Gram Panchayet with Burdwan Development Authority and Purba Bardhaman Zilla Parishad (if required) in order to construct Multi-Storied Building comprised with Residential Flats and Parking Spaces as per their respective share over the entire **First Schedule** mentioned property including Car Parking/Garages and Flats/Residential Units and Parking Spaces in all the floors **EXCEPT** the portion defined in the OWNER'S ALLOCATION i.e., the DEVELOPER will have exclusive right to



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District Sub-Registrar-1
Purba Bardhaman

21 JUN 2023

KAMAKHA MARBEL PVT. LTD.
Sabe Sen Dey
Director

KAMAKHA MARBEL PVT. LTD.
Ruma Dey
Director

KAMAKHA MARBEL PVT. LTD.
Sabe Sen Dey
Director

- 1.7.2 Roof area which shall be the roof/roves directly above the flat/flats and/or room/rooms including every right over the roof will be allotted in favour of the OWNER and DEVELOPER jointly; during the tenure of this Agreement, if the DEVELOPER obtains any further permission by way of Baikunthapur 2 No Gram Panchayet with Burdwan Development Authority and Purba Bardhaman Zilla Parishad (if required) Sanctioned Plan, then the DEVELOPER may raise construction over the said roof of the said building which is to be constructed in accordance with the said Plan and the OWNER shall financially contribute in respect of 40% of the total expenses for such plan and only if they contribute and aid financially then they have their allocation of 40% inclusive all right, title and interest in respect of such construction which means that the OWNER will get and obtain 40% allocation from that particular floor or/and new construction but the OWNER will sale out the said allocated portion of 40% through the Developer in favour of the prospective purchasers along with the Allocation of the Developer and will simply take the share in the consideration amount and the OWNER will directly not sale the said Unit/Flat/Parking Space or will not directly do any documentation or will not execute any document and agreement for Sale and all such work will be done by their Power of Attorney Holder being the Representative Directors of the Developer Company on their behalf and the OWNER will take the Monetary Consideration in lieu of their shares from the Developer company but not directly from any person



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District Sub-Registrar-1
Purba Bardhaman

21 JUN 2023

KAMAKHA MARBEL PVT. LTD.
Deba Kumar Das
Director

KAMAKHA MARBEL PVT. LTD.
Ruma Dey
Director

KAMAKHA MARBEL PVT. LTD.
Deba Kumar Das
Director

Power of Attorney and Authorized Agent(s) of the OWNER will deal with any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank and will receive the Money/Consideration Amount from all such persons or institutions and will pay cum hand over cum deliver it to the OWNER and the present OWNER admit and agree and declare not to raise any objection whatsoever in this regard in future.

- 1.8 ARCHITECH :** shall mean any person or persons firm or firms appointed or nominated by the DEVELOPER as the Architect of the building at his own cost and sole responsibility, subject to approval of the owner.
- 1.9 BUILDING PLAN:** shall mean the plan/plans for construction of the building, duly approved by the OWNER and submitted by at the costs of the DEVELOPER to the Baikunthapur 2 No Gram Panchayet with Burdwan Development Authority and Purba Bardhaman Zilla Parishad (if required) in order to construct Multi-Storied Building comprised with Residential Flats and Parking Spaces and shall include any amendments thereto or modifications thereof made or caused by the DEVELOPER which is duly sanctioned by the Baikunthapur 2 No Gram Panchayet with Burdwan Development Authority and Purba Bardhaman Zilla Parishad (if required).
- 1.10 CONSTRUCTED SPACE:** shall mean the space in the Building available for independent use and the occupation including the space demarcated for common facilities.
- 1.11 SALEABLE SPACE:** means, except OWNER'S ALLOCATION the space in the



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District Sub-Registrar-1
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21 JUN 2023

KAMAKHA MARBEL PVT. LTD.
Director

KAMAKHA MARBEL PVT. LTD.
Purna Dey.
Director

KAMAKHA MARBEL PVT. LTD.
Director

the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

- 1.13 COVERED AREA:** shall mean the Plinth area of the said Residential Unit/Flat/Parking Space including the Bathrooms and Balconies and also thickness of the walls and pillars which includes proportionate share of the Plinth area of the common portions PROVIDED THAT if any wall be common between Two Residential Unit / Flats / Parking Space then one - half of the area under such wall shall be included in each Residential Unit / Flat.
- 1.14 UNDIVIDED SHARE:** shall mean the undivided proportionate share in the land attributable to the each Flat and Residential Unit / Parking Space comprised in the said Holding and the common portions held by and / or here in agreed to be sold to the respective Purchaser and also wherever the context permits.
- 1.15 CO - OWNER:** shall according to its context mean and include all persons who acquire or agree to acquire Residential Unit / Flat / Parking space in the Building, including the Developer for the Residential Unit/ Flats / Parking Spaces not alienated or agreed to be alienated.
- 1.16 FLAT/UNIT:** shall mean the Residential Unit/flat and / or other space or spaces intended to be built and or constructed and / or the covered area capable of being occupied.

It shall also mean that according to the context, mean all Purchaser/s and/or intending Purchaser/s of different Residential Units/Flats in the



District Sub-Registrar-1
Purba Bardhaman

21 JUN 2023

KAMAKHA MARBEL PVT. LTD.
Deba Kumar Dey
Director

KAMAKHA MARBEL PVT. LTD.
Ruma Dey
Director

KAMAKHA MARBEL PVT. LTD.
Deba Kumar Dey
Director

- 1.17 COMMON EXPENSES:** shall include all expenses to be incurred by the Co - OWNER for the maintenance, management and upkeep of the building in the said Holding for common purposes and also the charges to installation of Electricity.
- 1.18 COMMON PURPOSES:** shall mean the purpose of managing and maintaining the building of the said Holding and in particular the common portions, collection and disbursement of common expenses for common portion and dealing with the matter of common interest of the Co - OWNER relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common perorations in common.
- 1.19 SUPER BUILT-UP AREA:** Shall mean in context to a Unit/Flat as the area of a Unit/Flat computed by adding an agreed fixed percentage of 25% (Twenty Five Percent) over the built-up and/or the covered area of the Unit/Flat i.e. Residential Unit and such will be used and utilized only for the registration purpose in order to pay the Stamp Duty and Registration Fees to the Government of West Bengal as per it's standing rules and regulations. Be it mentioned here that during the continuation of this Agreement if any new Rules in respect of any Law relating to Development and Real Estate including the RERA Act, 2016 is formed by the Government and if such rule becomes effective by making the concept of "Super-Built Up Area" obsolete than in that case the Flats are to be sold either by way of measuring the Flat in terms of "Covered Area" and/or measuring the Flat in terms of "Carpet Area" whichever is applicable.



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District Sub-Registrar-1
Purba Bardhaman

21 JUN 2023

KAMAKHA MARBEL PVT. LTD.
Dele Sunary
Director

KAMAKHA MARBEL PVT. LTD.
Purna Dey
Director

KAMAKHA MARBEL PVT. LTD.
Dele Sunary
Director

construction, building, promotion and erection and sale, transfer, grant, conveyance, demised, devise and provide of the premise, its parts and parcels and the Building/s and the Unit/s/Flat/s therein, including the Deed of Conveyance/s thereof.

1.21 TRANSFER: with its grammatical variations shall include a transfer by and/or of possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storeyed building/s to purchasers thereof although the same may not amount to a transfer in law.

1.22 TRANSFEREE/INTENDING PURCHASER: shall mean a person or persons to whom any space in the building/s has been transferred by the DEVELOPER including the rights of transfer to the fullest extent of the DEVELOPERS ALLOCATION or any space in the building/s has been transferred by the OWNER including the rights of transfer to the extent of his own share as defined and described as the OWNER'S ALLOCATION.

1.23 MASCULINE GENDER: shall include feminine gender and vice versa.

1.24 SINGULAR NUMBER: shall include plural number and vice versa.

ARTICLE II - TITLE INDEMNITIES AND REPRESENTATIONS:

The OWNER do and doth hereby declare and covenant with the DEVELOPER as follows:-

2.1 That the **OWNER** is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the said premises as mentioned in the **First Schedule** below.

2.2 That the said premises is free from all encumbrances, charges, liens, lis-



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21 JUN 2023

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Debi Sen Dey
Director

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Ruma Dey
Director

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Debi Sen Dey
Director

property free from all encumbrances, charges, liens, lis-pendenses, acquisitions, requisitions, attachments and trusts whatsoever or howsoever nature within 3 Months from this very date of execution of this Agreement.

- 2.3 That the **OWNER** will take the responsibility of demolishing, dismantling, disintegrating and dissolving the existing construction and will give the possession of the land in favour of the **DEVELOPER** provided that all the debris and rubbish will be retained by the **OWNER** and shall be their property and the **DEVELOPER** will bear the cost and expense of the query of earth or soil for the purpose of setting up the foundation.
- 2.4 That the **DEVELOPER** will bear all expenditure of construction and cost of all necessary and essential materials and equipments which will be required for the purpose of construction of the said building premises and the **OWNER** will co-operate with the **DEVELOPER** in all aspects except Financially.
- 2.5 That the **OWNER** by self or through their constituted attorney shall sign in all other necessary papers, documents, affidavits, declarations etc. require for modification of building plan/revised plan if necessary, and for construction of building which may be required by the Developer for the purpose of construction and development of the said property in the said premises.
- 2.6 The **DEVELOPER** is hereby authorized and empowered in relation to the said construction, so far as may be necessary for apply of quotas of cement, steels bricks and other materials for the construction or the electric meter waster & drainage and other imputes and facilities and for other necessities required for which purpose the **OWNER** hereby agree upon to execute a



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21 JUN 2023

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Deba Sekh Dey
Director

PAMATHIA MARBEL PVT. LTD.
Ruma Dey.
Director

JOY MANU...
Deba Sekh Dey
Director

Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, **PAN. AAFCJ5474P**, represented by its Representative Director namely **MR. DEBASISH DEY**, S/o Late Haranath Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AEHPD1594B** whereas such power or authority to be executed by a registered Power of Attorney as required by the DEVELOPER to sign by the OWNER all such application as to be require for the purpose and in connection with the construct of the proposed building/s and to sell flats and car parking spaces with share in land.

- 2.7 That except the OWNER no one else have any right title interest, claim or demand whatsoever or howsoever in respect of the said **First Schedule** mentioned premises or any portion thereof.
- 2.8 The OWNER shall pay all revenue and taxes to the competent authority till the date of execution and registration of the present Development Agreement between the OWNER and the DEVELOPER.
- 2.9 The OWNER have absolute right and authority to enter into the agreement with the DEVELOPER in respect of their title in the said premises agreed to be developed.
- 2.10 That there is no arrear of taxes and / or other levies of impositions of the said property due and payable to any statutory authority.
- 2.11 That neither any proceeding for acquisition of the said property or any portion thereof is pending nor any notice has been received in respect thereof.



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Debes Kumar
Director

KAMAKHA MARBEL PVT. LTD.
Purna Dey
Director

JOY MAHAPATRA CONSULTING ENGINEERS
Debes Kumar
Director

and/or the same is/will be awaiting SANCTION/APPROVAL from the Baikunthapur 2 No Gram Panchayet with Burdwan Development Authority and Purba Bardhaman Zilla Parishad (if required) , after obtaining clearances from all other statutory bodies.

- 4.3 In the event, the Baikunthapur 2 No Gram Panchayet with Burdwan Development Authority and Purba Bardhaman Zilla Parishad (if required) or any statutory authority requires any modification of the plan/plans submitted by the owner, the DEVELOPER shall cause the Architect's Drawings/Plans to be altered and/or changed as may be required, by the said Architect and the DEVELOPER shall submit the modified plans/drawings in addition to the original plan submitted prior to this submission, and the DEVELOPER shall bear all costs thereof for sanctioning the drawings/plans by the Baikunthapur 2 No Gram Panchayet with Burdwan Development Authority and Purba Bardhaman Zilla Parishad (if required) and/or the other statutory authorities.
- 4.4 The OWNER hereby executed a Power of Attorney through this Deed only in favour of the DEVELOPER only for the purpose of sanction/corrections and/or amendment of the plan of the building at the said premises, and with sale right, including enter into agreement with the intending purchaser and received the earnest money as well as consideration amount in respect of the allocation of the DEVELOPER.
- 4.5 All applications, plans and other papers including the ARCHITECTS DRAWINGS/DOCUMENTS referred to above shall be submitted by the



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Ruma Dey
Director

JOY KANAKHA CONSTRUCTION LTD.
Debi Sen Dey
Director

- and other like fees, charges and expenses, required to be paid or deposited for SANCTION of the said project design and construction thereon provided always that the DEVELOPER shall be exclusively entitled to all REFUNDS of any and all payments and/or deposits and made by it in that account.
- 4.6 After getting free and vacant possession of the said premises, query of earth in the said premises at the responsibility of the OWNER and removal of the earth and debris shall be the responsibility and at the responsibility of the OWNER only, provided, however, that the debris, salvage and materials arising there from shall belong solely to the OWNER and the DEVELOPER by any and all means will be barred from the right to claim to the same.
- 4.7 That if at the time of the execution of the deed the record of name of the property remains in the name of any other person except that of the OWNER then within 15 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to mutate the names in their names without any further delay and in this respect the DEVELOPER will simply cooperate.
- 4.8 That if at the time of the execution of the deed the record of nature and character of the property remains in any nature other than as it recorded in the L.R.R.O.R then within 15 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to convert the nature and character of the property without any further delay and in this respect the DEVELOPER will simply cooperate.
- 4.9 That if any sort of amalgamation or enamel is needed in regard to the First Schedule mentioned properties, then in that event within 15 days from the



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Director

KAMAKHA MARVEL PVT. LTD.
Purna Dey
Director

JOY KAMAKHA MARVEL PVT. LTD.
Deba, Sukh Dey
Director

ARTICLE V - TITLE DEEDS:

- 5.1 Immediately after the execution of this agreement the OWNER shall hand over Original Title Deed and other papers and writings including the last paid up Panchayet bills and the other Bills including Revenue Receipt issued by the Government of West Bengal through B.L.L.R.O relating to the said **First Schedule** mentioned premises of and/or for necessary searches, to the DEVELOPER for inspection and record.
- 5.2 The DEVELOPER though its Directors or/and representatives and/or nominee/nominees or the transferees of the OWNER and the DEVELOPER shall be entitled for detailed inspection of the original title deeds. The OWNER shall strictly unconditionally keep the original Title Deeds deposited with the DEVELOPER or with the Advocate of the DEVELOPER to make such inspection convenient.
- 5.3 Subject to the provisions contained herein, the OWNER have and possess a marketable title to the said premises and the same is free from all encumbrances, charges, liens, lis-pendenses, attachments, trusts whatsoever or howsoever as mentioned above.
- 5.4 The deed of conveyance or deeds of conveyance shall be executed by the OWNER and/or the DEVELOPER as the case may be in such part or parts as the DEVELOPER shall require. The cost and expenses involved for construction shall be borne and paid by the DEVELOPER alone.

ARTICLE VI - EXECUTION OF THE PROJECT:

- 6.1 As per the plan which will be sanctioned by the Baikunthapur 2 No Gram



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Director

KAMAKHA MARBEL PVT. LTD.

Director

KAMAKHA MARBEL PVT. LTD.

Director

CONSTRUCTION PRIVATE LIMITED" (A Private Limited Company having been incorporated and registered under the Indian Companies Act, 2013) having its Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, **PAN. AAFCJ5474P**, represented by its Representative Director namely **MR. DEBASISH DEY**, S/o Late Haranath Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AEHPD1594B** having obtained all necessary permission, approvals and sanctions, the DEVELOPER will *ipso-facto* get the privilege to commence construction in respect of the portion of the premises in the possession of the OWNERS. The construction will be in accordance with the Baikunthapur 2 No Gram Panchayet with Burdwan Development Authority and Purba Bardhaman Zilla Parishad (if required) sanctioned plan. The OWNER shall allow the DEVELOPER purposes of construction and allied activities during the continuation of this agreement and until such time the proposed building is completed in all, respects. During such period the OWNER shall not prevent the DEVELOPER of the said premises from constructing the building in accordance with the plans sanctioned by the Baikunthapur 2 No Gram Panchayet with Burdwan Development Authority and Purba Bardhaman Zilla Parishad (if required).

- 6.2 In as much as the construction on the said premises is concerned the DEVELOPER shall act as licensee of the OWNER and shall be entitled to be in occupation of the said premises as and by way of licensee of the OWNER to



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Director

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Ruma Dey
Director

JOY MAJUMDAR CONSTRUCTION LTD.
Adele Sen Dey
Director

and Purba Bardhaman Zilla Parishad (if required) , save and except that the DEVELOPER shall not be entitled to create any possessory right over the said property which could be construed as transfer within the meaning of Transfer of Property Act. The DEVELOPER shall be entitled to use the said property for any other purposes other than the purpose of construction of the building in accordance with the sanctioned plan, if such usage of the said property is collaterally or parallelly connected with the said construction work.

- 6.3 The OWNER will resume to be in possession over the said **First Schedule** mentioned property in respect to their Allocated Portion of the Constructed Building after the completion of the project but not before that and during the continuation of term of the project, i.e. 60 months after the obtaining of the sanctioned plan from the Baikunthapur 2 No Gram Panchayet with Burdwan Development Authority and Purba Bardhaman Zilla Parishad (if required) . The OWNER or any of their agent/s or any other representative/s will have no right and interest over the SAID PREMISES and during this period the DEVELOPER will enjoy the right of absolute possession over the SAID PROPERTY.

ARTICLE VII - SPACE ALLOCATION

- 7.1 The DEVELOPER represents and declares that the proposed building shall be constructed with building materials, as may be deemed fit and proper by the DEVELOPER only and no one else but the said building is to be constructed by the manner and way with all specifications as stated in the Second Schedule of



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Director

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Ruma Dey
Director

KAMAKHA MARBEL PVT. LTD.
Debe Sarkar
Director

- 7.3 The OWNER shall be entitled to sell, transfer and/or otherwise deal with the owner's allocation of space, except the vacant space, e.g. lawn or/and drive way or/and garden etc., the transfer of which is prohibited under Rules of Baikunthapur 2 No Gram Panchayet with Burdwan Development Authority and Purba Bardhaman Zilla Parishad (if required) as well as West Bengal Panchayet Act and/or by any other law for the time being in force.
- 7.4 In consideration of the DEVELOPER'S having constructed the building at its own costs and provided for the owner's allocation as above, the DEVELOPER shall be entitled to the remaining total super built up space in the said building including common parts and areas.
- 7.5 The OWNER shall not be entitled to sell, transfer and/or otherwise deal with the owner's allocation or space alone and or individually i.e., the sale must be made with the DEVELOPER and OWNER shall not be entitled to sell, transfer and/or otherwise deal with the owner's allocation or space without the DEVELOPER and on this regard it must be mentioned that the necessary connections including water, electricity will be installed to the transferee from OWNER'S ALLOCATION only by the DEVELOPER where the cost and expenses of such installation must be incurred by the intending purchaser/transferee.
- 7.6 The common area/facilities shall be jointly owned by the OWNER and the DEVELOPER for the common use and enjoyment of owner's/developers allocation of space. Here it must be mentioned that OWNER will not retain and will not enjoy their entitlement of the aforesaid allotted share of 40% of



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Director

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Ruma Dey.
Director

KAMAKHA MARBEL PVT. LTD.
Debt / Sec. Dry
Director

take the share in the consideration amount and the OWNER will directly not sale the said Unit/Flat/Parking Space or will not directly do any documentation or will not execute any document and agreement for Sale and all such work will be done by their Power of Attorney Holder being the Representative Directors of the Developer company on their behalf and in regard to the rest of the building/s, the DEVELOPER will unconditionally and uninterruptedly enjoy the entire proposed building project inclusive of the allocated share of 60% in regard to all the Flats and the remaining all Parking Spaces of the said Proposed multi-storeyed Flat Building and will enjoy the said areas as per the DEVELOPER'S ALLOCATION corresponding to 60% in respect of the said proposed project. Be it mentioned here that if the OWNER intend to and wish to keep any physical possession or any flat(s) then after the sanction of build plan by the Baikunthapur 2 No Gram Panchayet with Burdwan Development Authority and Purba Bardhaman Zilla Parishad (if required) the distribution of physical allocation will take place and the OWNER will receive their required and preferential allocation by virtue of a deed of allocation distribution and may register the same for their own convenience at the cost of the Developer or may also take the possession certificate from the Developer and afterwards the OWNER may either retain or keep or may directly sale the said Flat and Parking Space and may directly do any documentation or will execute any document and agreement for Sale either by itself or through their Power of Attorney Holder being the Representative Directors of the Developer company on their behalf but before



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Deba Sen Roy
Director

KAMAKHA MARBEL PVT. LTD.
Purna Deb.
Director

JOYANAMAKHA CONSTRUCTION (P) LTD.
Deba Sen Roy
Director

- 7.7 The DEVELOPER shall be entitled to sell or transfer or otherwise deal with the DEVELOPER'S allocated portion i.e., 60% of the Total Constructed Portion of the proposed building as stated in the aforesaid **Clause No. 1.7** of this Indenture which is not attached with the OWNER'S ALLOCATION i.e., 40% of the proposed building/s and the DEVELOPER may let out, sale out, convey, transfer or any type of settlement in regard and respect to any Flat or Residential Unit and/or Car Parking Space/Garage with the third parties to the extent of 60% space of the total constructed area of the all floors as stated in the aforesaid **Clause No. 1.7** of this Indenture and the OWNER will have no right over the said floors except in regard to his own Allocation and he by any or/and all means and also is debarred from claiming any right, title and interest in the near and remote future.
- 7.8 Both the OWNER and the DEVELOPER shall extend their best efforts in selling the constructed floor space at the maximum price.
- 7.9 In so far as the roof right in the DEVELOPER allocation barring the common facilities attached with the roof such as water tanks, antenna etc. In other wards the entire roof right will be devolved upon the DEVELOPER.
- 7.10 On completion of the building, but therefore giving possession, both the OWNER and the DEVELOPER will conduct a joint survey of the super built up space/area in their respective allocation to ascertain the actual measurement of the area/space in their respective allocations.
- 7.11 That the DEVELOPER shall alone have the right to allocate flats and parking spaces to the intending purchasers and the OWNER shall have no right



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Ruma Dey
Director

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Deba Saha Dey
Director

DEVELOPER will have the right to construct further floors in the said proposed building in future if the DEVELOPER obtains further Plan to construct more floors and in that event the OWNER will have no right to appoint any new Developer except this existing DEVELOPER or will have no right to raise any objection and but will be entitled to get 40% share in the said proposed new constructed Floor after investing 40% of the required cost for such plan to construct excess floors and in that scenario and in that event the DEVELOPER will enjoy with 60% rights in respect of the said Floor constructed as per the Sanctioned Plan. Be it mentioned here that if the OWNER intend to and wish to keep any physical possession or any flat(s) then after the sanction of build plan by the Baikunthapur 2 No Gram Panchayet with Burdwan Development Authority and Purba Bardhaman Zilla Parishad (if required) the distribution of physical allocation will take place and the OWNER will receive their required and preferential allocation by virtue of a deed of allocation distribution and may register the same for their own convenience at the cost of the Developer or may also take the possession certificate from the Developer and afterwards the OWNER may either retain or keep or may directly sale the said Flat and Parking Space and may directly do any documentation or will execute any document and agreement for Sale either by itself or through their Power of Attorney Holder being the Representative Directors of the Developer company on their behalf but before that the OWNER will take the Monetary Consideration in lieu of their shares from the Developer company but not directly from any person and/or the



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21 JUN 2023

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Debes Kumar Das
Director

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Ruma Deb
Director

JOY NARAYAN CONSTRUCTION PVT. LTD.
Debes Kumar Das
Director

notice cum Completion Certificate to the OWNER requiring the OWNER to take possession of their share of allocation in the building and as from date of service of such notice or issuance of such Certificate and for all times thereafter the parties shall be exclusively responsible for the payment of the Baikunthapur 2 No Gram Panchayet with Burdwan Development Authority and Purba Bardhaman Zilla Parishad (if required) and property taxes, rate, duties, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as THE SAID RATES) payable in respect of their respective allocations, such rates to be apportioned pro rata with reference to the total super built up space in the building if they are levied on the building as a whole.

- 8.2 The OWNER shall punctually and regularly pay the proportionate share of the said rates to the concerned authorities or to the DEVELOPER or otherwise as specified hereinafter and shall keep the DEVELOPER indemnified against all claims, actions, demand, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered or incurred by the DEVELOPER as the case may be consequent upon a default by the OWNER this behalf in respect of their proportionate share of the said rates.
- 8.3 As and from the date of receipt the completion certificate, the OWNER shall also be responsible to pay and bear and shall forthwith pay on demand to the DEVELOPER or to the flat owner's allocation or other entity/person specified hereinafter service charges for the common facilities in the building payable with respect to the OWNER'S ALLOCATION, and management of the common




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Ruma De
Director

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Debi Sankar Dey
Director

appliances and equipments, stairways corridors, halls, passage ways and other common facilities whatsoever.

ARTICLE IX - CONSIDERATION

- 9.1 The OWNER will not be entitled to get and receive any consideration in terms of advance payment in respect of their allocation which is more specifically mentioned in the "OWNER'S ALLOCATION" as defined in **Clause 1.6** of this agreement. The OWNER shall retain their undivided proportionate share or interest share or interest in her land of the said **Schedule** mentioned property, in proportion to the area allotted to them as per OWNER'S ALLOCATION.
- 9.2 In consideration of the DEVELOPER agreeing to build and complete in all respect the OWNER'S ALLOCATION to the building at the said premises, and in that regard none of the said OWNER will be eligible to get any earnest consideration amount and the OWNER will get their share in terms of monetary consideration at the time of booking of the flats by the intending purchasers and the DEVELOPER by all virtue, in any and all consequence will be entitled to select and elect the said Intending Purchasers and OWNER will get their shares without any prejudice at the time of booking and/or agreement for sale and/or sale proceeding of the Flats.
- 9.3 That in respect of the DEVELOPER'S ALLOCATION of 60% Share of the Total Constructed Portion of the Building, the DEVELOPER shall receive the earnest amount from the intending purchasers as per the agreed upon consideration amount and schedule of payment, payable by the intending



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Debe Sur Das
Director

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Ruma Dey
Director

JOY KAMAKHA CONSTRUCTION (PVT) LTD.
Debe Sur Das
Director

from the consideration amount of the Flat/Residential Units and/or Garage/Car Parking Space at the time of Execution of the Deed of Conveyance.

ARTICLE X - TIME FOR COMPLETION:

- 10.1** The building shall be completed within 60 months after the obtaining of the sanctioned plan from the Baikunthapur 2 No Gram Panchayet with Burdwan Development Authority and Purba Bardhaman Zilla Parishad (if required) unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJOR/ FORCE MAJURE such as riots, flood, earthquake, act of God & other natural calamities and hindrances due to procedural delays and subject to force majeure.

ARTICLE XI - MISCELLANEOUS:

- 11.1** The OWNER and the DEVELOPER have entered into this agreement purely on principal to principal basis and nothing stated therein shall be deemed or constructed as a joint venture between the OWNER and the DEVELOPER nor shall the OWNER and the DEVELOPER in any manner constitute an association of persons and this Agreement can never be cancelled unilaterally and must be cancelled bilaterally if necessary and the Owner alone shall not have the Power or authority to unilaterally cancel this Agreement or the Power of Attorney alone at all.
- 11.2** The DEVELOPER shall not be entitled to assign this agreement in favour of any other persons and the present DEVELOPER will remain liable to the OWNER in respect of the all the aspects of the present Agreement and the OWNER will be eligible claim the benefits to which he is entitled arising out of



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Director

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Ruma Dey.
Director

JOY MANAKHA CONSTRUCTION P/LTD

Deba/ Sukh Roy
Director

Loan from any Financial Institution and/or any Bank as well as for Booking and executing Agreement for Sale and also Sale Deed of Flats and Car Parking Space and moreover the receiving of earnest consideration amount, advance money etc for sale proceedings from the intending purchaser/customer to be taken and obtained by the DEVELOPER itself and in certain cases with legal necessity it may be made in the name of the OWNER but any such dealings shall not create or foster in any manner any financial, civil and/or criminal liability of the OWNER and the OWNER will not be liable in any case or circumstance in respect of the said project to any Third Party including the Purchaser/Customers and also any Financial Institution and/or any Bank.

- 11.4** The DEVELOPER shall be entitled to enter into separate contract or agreements in its name with building contractor, architects and others for carrying out the development at the risk and costs of THE DEVELOPER; the Developer shall also be empowered to enter into separate contract with any other company for providing amenities and services and for such if necessary, the OWNER will be bound to sign all such contract or agreement including Lease Agreement in that effect and in that scenario the OWNER shall have no financial gain in that respect.
- 11.5** **FORCE MAJEURE** shall mean riot, war, tempest, civil commotion strike, lockdown, pandemic outbreak or any other act or commission beyond the control of the party affected thereby.
- 11.6** The DEVELOPER as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative



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CAMAKUA MARBEL PVT. LTD.

Debe Singh
Director

CAMAKUA MARBEL PVT. LTD.

Ruma Dey
Director

JOYCE CONCRETE CONSTRUCTION PVT. LTD.

Debe Singh
Director

- 11.7** It is understood that from time to time to enable the construction of the building by the developer, various deeds, matters and things not herein specifically referred to may be required to be done by the DEVELOPER for which the DEVELOPER may required the authority of the OWNER and various applications and other documents may be required to be signed or made by the OWNER relating to which no specific provision has been made herein, the OWNER hereby authorizes the DEVELOPER to do all such acts, deeds, matters and things and undertakes, forthwith upon being required by the DEVELOPER in this behalf to execute any such additional powers or authorities as may be required by the DEVELOPER for the purpose as also undertakes to sign and execute all such additional applications and other documents as may be reasonably required for the purpose with prior approval of the OWNER and by giving prior information.
- 11.8** The DEVELOPER shall frame the rules and regulations regarding the user and rendition of common services and also the common restrictions, which have to be normally kept in the same and transfer of the ownership of flats.
- 11.9** The OWNER and DEVELOPER hereby agree to abide by all the rules and regulations of such management Society/Association/holding organization and hereby give their its consent to abide by the same.
- 11.10** Any notice required to be given by the DEVELOPER shall be without prejudice to any other mode of service available be deemed to have been served on the OWNER if delivered by hand or sent by prepaid registered post.
- 11.11** Nothing in these presents shall be construed as a demise or assignment



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Director

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Rana Dey
Director

KAMAKHA MARBEL PVT. LTD.

Deba Sen Dey
Director

commercially exploit the same in terms thereof. If in the during the subsistence of the present Development Agreement, anything happens to OWNER, then this Development Agreement shall be treated to be valid and legally binding upon the respective heirs, executors, administrators, legal representative and assignees of OWNER and the legal heirs, executor, administrators, legal representative and assignees of OWNER will be duty bound to obey, honour and respect this Development Agreement in such a way that this has been declared and issued and given by them at that point of time and if required by the DEVELOPER, the legal heirs of the OWNER will be bound and liable to execute and register any Deed of Confirmation of this Development Agreement and also the legal heirs of the OWNER will be bound and liable to execute and register one Development Power of Attorney with the same terms and powers as written in this instrument in favour of the DEVELOPER or to all or any of it's Directors or Representative as required by the DEVELOPER.

11.12 As and from the date of receipt of the completion certificate or the building the DEVELOPER and/or its transferees and the OWNER and/or their transferees shall be liable to pay and bear proportionate charges on account of all other taxes payable in respect of their respective spaces.

11.13 The DEVELOPER shall install any equipment or/and erect and maintain in the said premises at his own cost all facilities required for execution of the project.

11.14 The OWNER shall pay and bear all property taxes and other dues and



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Debi/Sun Dey
Director

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Ruma Dey.
Director

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Debi/Sun Dey
Director

and/or the completion certificate of possession of the OWNER allocation in the proposed building.

11.15 That if the DEVELOPER fails to carry out the project within the aforesaid time-frame and if the DEVELOPER fails to construct the proposed building within the stipulated time, then from that point of time and from that very moment only this agreement would be considered to have been terminated and frustrated and the OWNER will take possession over the constructed building irrespective of allocated share and the DEVELOPER will be bound to vacate the premises without any objection and moreover in such event the OWNER will keep and retain the entire consideration amount if any paid by the DEVELOPER in favour of the OWNER in pursuance of this Agreement and also shall take over the possession and ownership of the constructed portion of the building and by no means the DEVELOPER will have any right, title and interest to claim or ask such consideration and/or any reimbursement for the above said construction and if any claim is made then such claim will be invalid and negligible even in the eyes of law and the DEVELOPER shall be responsible to reimburse and return all money received by the DEVELOPER from the intending purchasers and the OWNER shall have no liability towards the said intending purchasers.

11.16 That within the tenure of this Agreement if any one or more than one of the Parties die, then this Agreement shall be treated to be valid and legally binding upon the respective heirs, executors, administrators, legal representative and assignees of the said Deceased Party/s. Moreover in the



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Ruma Dey
Director

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Deba Sen Dey
Director

assignees of the OWNER and the legal heirs, executor, administrators, legal representative and assignees will be duty bound to obey, honour and respect this Development Agreement cum Development Power of Attorney in such a way that this has been declared and issued and given by them at that point of time and if required by the DEVELOPER, the legal heirs of Owner will be bound and liable to execute and register a Deed of Consent or Deed of Assent or any other Deed as per requirement of the Developer and also one Power of Attorney with the same terms and powers as written in this instrument in favour of the DEVELOPER.

ARTICLE XII -POWER OF ATTORNEY:

- 12.1** In respect of the Allocation of the Developer, I.e., the Developer shall have and will enjoy all the direct, collateral and ancillary power in regard to negotiate for sale in respect of its allocated Share of 60% in respect of the multi-storied building on and over the **First Schedule** mentioned property and to settle the consideration amount and to receive the consideration amount by its own in regard to its share and to deposit the said amount in the Bank Accounts of the DEVELOPER company; to enter into an agreement for sale on behalf of the Executants/Executors of this Power of Attorney being the OWNER and execute the agreement for sale by receiving the advance amount and if required, to appear before the registering authority and presenting the same & shall admit execution and registration and to receive the consideration amount in respect of its allocated portion of the proposed multi-storeyed building on and over the **First Schedule** mentioned property and to deposit



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Ruma Dey
Director

JOY NARAYAN CONSTRUCTION PVT. LTD.
Sudor Kumar Dey
Director

necessary in favour of prospective purchasers and admit execution thereof on behalf of the owner/ executants and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount in respect of its allocated portion of the proposed multi-storeyed building on and over the **First Schedule** mentioned property and to deposit the said amount in the Bank Accounts of the company; to receive the entire amount of the consideration amount from the all purchasers and to receive the consideration amount in respect of its allocated portion of the proposed multi-storeyed building on and over the **First Schedule** mentioned property and to deposit the said amount in the Bank Accounts of the company in respect of its allocation and remaining amount of the said consideration amount of the remaining flats and parking spaces are to be adjusted by the Developer being the Power of Attorney Holder in lieu of the expenses and investment the DEVELOPER company incurred and made as per the terms and conditions of this Agreement; to deliver the possession in favour of the buyer in respect of its allocated portion of the proposed multi-storeyed building on and over the **First Schedule** mentioned property.

12.2 In pursuance of this Agreement since one Power of Attorney for Development and also for selling the Flats and Parking Spaces on behalf of the OWNER is required, hence for the said reason the OWNER hereby decided to execute one Power of Attorney by virtue of this Agreement itself so that the DEVELOPER may smoothly and uninterruptedly carry on and



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Debasish Dey
Director

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Ruma Dey
Director

KAMAKHA MARBEL PVT. LTD.
Debasish Dey
Director

TO ALL TO WHOM THESE PRESENTS SHALL COME, THE OWNER, "KAMAKHA MARBEL PRIVATE LIMITED" (A Private Limited Company having been incorporated and registered under the Indian Companies Act, 2013) having its Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, PAN: AAGCK0380A, represented by its Representative Directors namely a) **MR. DEBASISH DEY**, S/o Late Haranath Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; PAN: AEHPD1594B; and b) **MRS. RUMA DEY**, W/o Debasish Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; PAN: AHOPD4461F; **SEND GREETINGS:-**

WHEREAS the Executants/Executors of this Power of Attorney are the OWNER of the immovable properties consisting of a plot of land with a construction and which is more particularly described in **First Schedule** hereunder written.

AND WHEREAS Executants/Executors of this Power of Attorney being the OWNER intended and proposed to develop the said **First Schedule** mentioned property construction and erecting and constructing new multi-storied building with flats and car parking spaces therein and to utilize the land to aid and support the process of construction of the multi-storeyed residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities and intended to sell on ownership basis to the intending purchaser/purchasers.

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District Sub-Registrar,
Purba Bardhaman



KAMAKHYA MARBEL PVT. LTD.
Debasish Dey
Director

KAMAKHYA MARBEL PVT. LTD.
Ruma Dey
Director

JOY MAAMANGU CONSTRUCTION PVT. LTD.
Debasish Dey
Director

Construction of the said project over the **First Schedule** mentioned land and in the said Agreement the Executants/Executors of this Power of Attorney being the OWNER have already confirmed that for purpose of the said Agreement, one Registered Power of Attorney will be executed in favour of the Developer, i.e., the Holder of this Power of Attorney and for the same purpose Executants/Executors of this Power of Attorney being the OWNER are hereby executing this Power of Attorney.

AND WHEREAS Executants/Executors of this Power of Attorney being the OWNER are currently unable to attain and manage all matters regarding the construction and also regarding the other paper-works due to their health problem and also due other occupations and habitation issues.

AND WHEREAS due to the businesses criteria Executants/Executors of this Power of Attorney being the OWNER frequently reside out of the town which clearly disable Executants/Executors of this Power of Attorney being the OWNER from appending their signature to various deeds, documents, consents and other instruments therefore Executants/Executors of this Power of Attorney being the OWNER appoint the DEVELOPER Company namely **"JOY MAA KAMAKHYA CONSTRUCTION PRIVATE LIMITED"** (A Private Limited Company having been incorporated and registered under the Indian Companies Act, 2013) having its Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, PAN. **AAFCJ5474P**, represented by its Representative Director namely **MR. DEBASISH DEY**, S/o Late Haranath Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba



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Purba Bardhaman

21 JUN 2023

KAMAKHA MARBEL PVT. LTD.
Debasish Dey
Director

KAMAKHA MARBEL PVT. LTD.
Ruma Dey
Director

JOY MA KAMAKHYA CONSTRUCTION PRIVATE LIMITED
Debasish Dey
Director

Schedule mentioned land and thereafter stated on the behalf of the Executants/Executors of this Power of Attorney being the OWNER and in the names of the Executants/Executors of this Power of Attorney being the OWNER and which the said attorney have agreed to do and the same hereby been executed in regard to the terms to which Executants/Executors of this Power of Attorney being the OWNER agreed upon as per the Agreement for Development.

NOW KNOW ALL MEN BY THESE PRESENTS THAT, EXECUTANTS / EXECUTORS OF THIS POWER OF ATTORNEY BEING THE OWNER NAMELY "KAMAKHA MARBEL PRIVATE LIMITED" (A Private Limited Company having been incorporated and registered under the Indian Companies Act, 2013) having its Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, **PAN. AAGCK0380A**, represented by its Representative Directors namely **a) MR. DEBASISH DEY**, S/o Late Haranath Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AEHPD1594B**; and **b) MRS. RUMA DEY**, W/o Debasish Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AHOPD4461F**; do hereby nominate constitute and appoint **"JOY MAA KAMAKHYA CONSTRUCTION PRIVATE LIMITED"** (A Private Limited Company having been incorporated and registered under the Indian Companies Act, 2013) having its Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, **PAN. AAFCJ5474P**, represented by its Representative Director namely **MR. DEBASISH DEY**, S/o Late Haranath Dey, by nationality Indian, by caste



[Handwritten signature]

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21 JUN 2023

KAMAKHA MARBEL PVT. LTD.

Deba Kumar Dey
Director

KAMAKHA MARBEL PVT. LTD.

Ruma Dey
Director

KAMAKHA MARBEL PVT. LTD.
Deba Kumar Dey
Director

& lawful Attorney with full authority & power to do and execute all acts, deeds and things mentioned below from and on behalf of them and in their names viz.

1. To work, manage, control and supervise the management of all and administer the properties of the Executants/Executors of this Power of Attorney being the OWNER as mentioned in below.
2. To sign all letters (including the written consent of the Executants/Executors of this Power of Attorney being the OWNER to the developer or prospective buyers or agreements with such prospective buyers) deeds, documents consents, applications, receipts and discharges for moneys received on the behalf of the Executants/Executors of this Power of Attorney being the Owners, assurances or any other instruments requiring the signature of the Executants/Executors of this Power of Attorney being the Owners.
3. To appear before the Baikunthapur 2 No Gram Panchayet with Burdwan Development Authority and Purba Bardhaman Zilla Parishad (if required) and to do all acts deeds and things in relation to the completion of mutation in the names of the Executants/Executors of this Power of Attorney being the OWNER and to sign on giving acknowledgements receipt on behalf of the Executants/Executors of this Power of Attorney being the Owners.
4. For the more better and more effectual execution of the powers and authorities aforesaid, the attorney of the Executants/Executors of this Power of Attorney being the OWNER shall be entitled to present and/or to



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Director

KAMAKHA MARVEL PVT. LTD.

Director

KAMAKHA MARVEL PVT. LTD.

Director

assurances or any other instrument requiring the signature of the Executants/Executors of this Power of Attorney being the OWNER before the Registrar, Notary, Oath, Commissioner or other public authorities as if the same was duly executed by the Executants/Executors of this Power of Attorney being the OWNER and to do and perform all or any other acts, deeds and things in connection therewith, as may be necessary or expedient if such registration or presentation shall be necessary as fully and effectually as could be done by the Executants/Executors of this Power of Attorney being the OWNER personally.

5. To receive for safe custody various deeds, documents, consents, applications, receipts and discharges for moneys received on behalf of the Executants/Executors of this Power of Attorney being the Owners, assurances or any other instrument requiring the signature of the Executants/Executors of this Power of Attorney being the OWNER and signed by them under these presents and hand over the same for safe custody.
6. To present the Executants/Executors of this Power of Attorney being the OWNER if necessary before all courts of law in any legal proceeding that may arise in consequence of the development of the said immovable property and for that purpose to engage and appoint any Solicitor or Advocate or Advocates or Counsel and to give instructions to them on behalf of the Executants/Executors of this Power of Attorney being the OWNER for the purpose of conducting the litigations, if any, as the said



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KAMAKHA MARBEL PVT. LTD.
Deba/Sum Dey
Director

KAMAKHA MARBEL PVT. LTD.
Purna Dey
Director

CHANDRA CONSTRUCTION PVT. LTD.
Deba/Sum Dey
Director

7. To sign verify and affirm by affidavit, if the occasion so arises, of all plaints written statements, petitions, Memorandum of Appeal, Stay Applications and all other legal document for the purpose of filing the same in Court and to give all necessary instructions for the due prosecution or the defence of such litigation of the said immovable property specifically mentioned in the **First Schedule** hereinafter.
8. For the aforesaid propose or any of them to do everything which is generally required to be done in connection with the signing or execution of any of the abovementioned documents usually to be done by the Executants/Executors of this Power of Attorney being the OWNER and to sign generally on behalf of any in our name including the approval of the said document or documents. Purchaser of flats may required if necessary and for that purpose the said attorney of the Executants/Executors of this Power of Attorney being the OWNER is hereby authorized and empowered to appear before the Registrar or Sub-Registrar or Joint- Registrar or Deeds and Assurances or any other registering authority officer or officers as occasioned shall or may require.
9. AND thereby ratify and confirm and agree to ratify and confirm and agree to whatsoever the attorney of the Executants/Executors of this Power of Attorney being the OWNER shall lawfully do or purport to do or cause to be done by virtue of these presents and the Executants/Executors of this Power of Attorney being the OWNER further agree and undertake that all the signatures executed by them on any indentures or deeds or documents



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21 JUN 2023

KAMAKHA MARBEL PVT. LTD.

Director

Debasish Das

KAMAKHA MARBEL PVT. LTD.

Director

Ruma Dey

KAMAKHA MARBEL PVT. LTD.

Director

Debasish Das

acts, deeds and things in connection therewith and lawfully done by the said attorney of the Executants/Executors of this Power of Attorney being the OWNER shall be construed as being signed and/or executed by the Executants/Executors of this Power of Attorney being the OWNER and/or done by themselves.

10. To execute and effect all repairs, alterations, constructions major or minor, that may be deemed necessary for the purpose of maintenance of the property mentioned above and to engage labours, contractors, job-men, technicians and engineers for such purpose and to enter into contracts for the same in the name of the Executants/Executors of this Power of Attorney being the Owners.
11. To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration.
12. To enter into, make sign, execute and register and do all such things, contracts, agreements, receipts, deeds, payment assignments, transfers, conveyances, mortgages, releases, assurances, instruments, notices and things and may be in the opinion of the said attorney necessary, usual or convenient for the exercise of any of the power herein conferred on the said attorney.
13. To prepare building plan, design work and to put signature on behalf of the Executants/Executors of this Power of Attorney being the OWNER as the lawful attorney of the Executants/Executors of this Power of Attorney being the OWNER in the building plan drawings and other allied necessary



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Purba Bardhaman

21 JUN 2023

KAMAKHA MARBEL PVT. LTD.

Deba/Suman
Director

KAMAKHA MARBEL PVT. LTD.

Rama Dey
Director

JOY BAN WAMAMHIA CONSTRUCTION PVT. LTD.

Deba/Suman

Executants/Executors of this Power of Attorney being the OWNER in connection with the building plan or necessary modify the building plan and regularize the modification or changes and sign in the modified plan all papers, documents, affidavits declaration & register boundary declaration, splayed corner, and strip of land relating thereto and receive the same from the said Baikunthapur 2 No Gram Panchayet with Burdwan Development Authority and Purba Bardhaman Zilla Parishad (if required) or any other competent authority against acknowledgement receipt on behalf of the Executants/Executors of this Power of Attorney being the OWNER as the lawful attorney of the Executants/Executors of this Power of Attorney being the Owners.

14. To appear for and on behalf of the Executants/Executors of this Power of Attorney being the OWNER in office of the WBSEDCL, West Bengal Electricity Supply, Baikunthapur 2 No Gram Panchayet with Burdwan Development Authority and Purba Bardhaman Zilla Parishad (if required) or any local or any statutory authority and all Government Offices, Police Station and to apply for and obtain necessary sanction, permit, license, supply service and to apply for and obtain permanent connection of water, electricity drainage and sewerage to the said premises.
15. To sign, execute and verify and file all complaints, suits, written statement, written objection, pleadings, application, complaints, memorandum of appeal, arose objection reply affidavit and sign all other papers to be filed before Civil Court, Criminal Court, administrative authorities Tribunal,



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21 JUN 2023

KAMAKHA MARBEL PVT. LTD.
Debe Subudhy
Director

KAMAKHA MARBEL PVT. LTD.
Ruma Dey
Director

JOY MANJANATHA CONSTRUCTION (PVT.) LTD.
Debe Subudhy
Director

said subject on behalf of the Executants/Executors of this Power of Attorney being the Owners. And the Executants/Executors of this Power of Attorney being the OWNER do hereby ratify, agree and undertake to ratify and conform all acts deeds the attorney of the Executants/Executors of this Power of Attorney being the OWNER shall lawfully do, execute, and perform or cause to be done executed or performed by virtue of power of attorney.

16. To appear and act in all the Courts, Criminal, Civil, Revenue Office, Block Land and Land Reform Office, District Registrar Office, Additional District Registrar Office, District Magistrate, Sub-Divisional Office, District Board or any other local authority.
17. To appoint an architect and to get the plan of the proposed building sanctioned by the Baikunthapur 2 No Gram Panchayet with Burdwan Development Authority and Purba Bardhaman Zilla Parishad (if required) and other authorities concerned in respect of the proposed building.
18. To make necessary applications and signed all papers, to appear before the Baikunthapur 2 No Gram Panchayet with Burdwan Development Authority and Purba Bardhaman Zilla Parishad (if required), to pay necessary fees and premium required for getting the plans sanctioned and to do all other acts and things as may be necessary for getting the plan of the proposed building sanctioned by the Baikunthapur 2 No Gram Panchayet with Burdwan Development Authority and Purba Bardhaman Zilla Parishad (if required) and other authorities.



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Purba Bardhaman

21 JUN 2023

KAMAKHA MARBEL PVT. LTD.
Debi Prasad Dey
Director

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Ruma Dey
Director

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Debi Prasad Dey
Director

Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities as per the sanctioned plans and according to specifications & other requirements of the Baikunthapur 2 No Gram Panchayet with Burdwan Development Authority and Purba Bardhaman Zilla Parishad (if required) and for the purpose to imply contractors, architects, structural engineer, surveyors and other professionals as may be required in the construction of the building.

20. To enter into and sign and contract with the contractor or contractors for construction as well as contractors for labour and to sign such agreement.
21. To apply for and obtain permission for water supply, electricity supply, laying down drainage and for other amenities as are generally/required for a building.
22. To pay any deposit and pay moneys required to be deposited with the Baikunthapur 2 No Gram Panchayet with Burdwan Development Authority and Purba Bardhaman Zilla Parishad (if required) and other authorities for getting the plans sanctioned and for getting any water or electric and other conveniences necessary and to withdraw such deposit which are refundable.
23. To pay all the taxes to the concern authority relating to the said property until the completion of the building.
24. To file or defend any suit on behalf of the Executants/Executors of this Power of Attorney being the OWNER regarding the **First Schedule**



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Bela Sen Dey
Director

KAMAKHA MARBEL PVT. LTD.
Purna Dey
Director

KAMAKHA MARBEL PVT. LTD.
Bela Sen Dey
Director

Court, Criminal Court, Tribunal or any of the office or offices and to depose on behalf of the Executants/Executors of this Power of Attorney being the Owners.

25. To appoint any Advocate, Agent or any other legal practitioner or any person legally authorized to do any act.
26. To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration.
27. To file and receive back any documents, to deposit money by challan or receipt and to withdraw money from any Court, cases or from any office or offices and to grant proper acknowledgment receipt.
28. To accept service of any summons, notice, writ issued by any court and to represent in such court of Civil, Criminal or Tribunal or before any office whatsoever.
29. To apply for the inspection of and to inspect any Judicial records any records of any office or offices.
30. To enter into, make, sign, seal, execute, deliver, acknowledge, perform all engagements, contracts, agreements, deeds, declarations, bonds, assurances and other documents, papers, writings and things that may be necessary or proper to be entered into, made, signed, sealed, executed, delivered, acknowledged and performed for any of the purposes of this present or to or in which the Executants/Executors of this Power of Attorney being the OWNER are or may be party or any way interested.
31. To negotiate for sale of the Flats and Parking Spaces and to settle the



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KAMATHIA MARBEL PVT. LTD.
Debe Sarkar
Director

KAMATHIA MARBEL PVT. LTD.
Ruma Dey
Director

JOY MAKAJI/JOYITA CHATTERJEE CONSULTING
Debe Sarkar
Director

Accounts of the OWNER (if the OWNER are entitled to any Consideration Amount or its share).

32. To execute, sign and enter into an agreement for sale on behalf of the Executants/Executors of this Power of Attorney being the OWNER in respect of the Owners' Allocation as well as of the Developer's Allocation and execute the agreement for sale by receiving the advance amount in respect of the Owners' Allocation as well as of the Developer's Allocation and to appear before the registering authority and presenting the same & shall admit execution and registration in respect of the Owners' Allocation as well as of the Developer's Allocation and to receive the consideration amount on behalf of the OWNER in respect of the Owners' Allocation as well as of the Developer's Allocation and to deposit the said amount in the Bank Accounts of the OWNER (if the OWNER are entitled to any Consideration Amount or its share).
33. To sign, admit and execute the sale deed in favour of the prospective purchasers in respect of the Owners' Allocation as well as of the Developer's Allocation and to receive consideration from them in respect of the Owners' Allocation as well as of the Developer's Allocation and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the owners/executants in respect of the Owners' Allocation as well as of the Developer's Allocation and to do all things, acts and deeds necessary to complete the registration of such documents before the registering



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21 JUN 2023

KAMACHIA MARBLE INDUSTRIES
Debi Prasad

Director

KAMACHIA MARBLE PVT. LTD.

Purna Dey

Director

KAMACHIA MARBLE INDUSTRIES
Debi Prasad
Director

OWNER (if the OWNER are entitled to any Consideration Amount or its share).

34. To receive the entire amount of the consideration amount from the all purchasers and to receive the consideration amount on behalf of the OWNER in respect of their allocation and to deposit the said amount in the Bank Accounts of the OWNER in respect of their allocation (if the OWNER are entitled to any Consideration Amount or its share) and remaining amount of the said consideration amount of the flats and parking spaces are to be adjusted by the Developer being the Power of Attorney Holder in lieu of the expenses and investment the **DEVELOPER** company incurred and made as per the terms and conditions of this Agreement.
35. To Register the agreement for Sale Deed and/or also Sale Deed in favour of the prospective purchasers in respect of the OWNER'S ALLOCATION and also DEVELOPER'S ALLOCATION in any Registering Office by representing the OWNER and by signing on their behalf and by admitting any document and deed on their behalf and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the owner/ executants and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount on behalf of the OWNERS.
36. To deliver the possession in favour of the buyer on behalf of the



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Deba Sen
DIRECTOR

Director

KAMANTA MARBEL PVT. LTD.

Ruma Dey

Director

JOY RAJAMANIYA CONSULTANTS PVT. LTD.

Deba Sen
DIRECTOR

Director

aforesaid and all other matters in which the Executants/Executors of this Power of Attorney being the OWNER may be interested or concerned and on behalf of the Executants/Executors of this Power of Attorney being the OWNER to execute and to do all deeds, acts, or things as fully and effectual in all respect as the Executants/Executors of this Power of Attorney being the OWNER and/or themselves to do if personally present.

ARTICLE XIII - ARBITRATION:

13.1 In case of any dispute difference or question arising between the parties with regard to the interpretation meaning or scope of this agreement or any rights and liabilities of the parties under the agreement or out of the agreement or in any manner whatsoever concerning this agreement and same shall not be subject matter of any civil suit and before entering into jurisdiction the Civil Court the said dispute shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and/or statutory modification or enactment thereto under one sole Arbitrator who will be elected by the both the PARTIES and the award made and published by sole Arbitrator shall be final and binding on the parties hereto.

ARTICLE XIV - JURISDICTION:

14.1 Burdwan Court alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties.

The Stamp Duty over the value assessed by A.D.S.R., Burdwan has been paid duly by the Party to the SECOND PART.

The photos, finger prints, signatures of **OWNERS**, the **DEVELOPER** is annexed



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KANAKA MARBEL PVT. LTD.
Debi Sanku Dey
Director

KANAKA MARBEL PVT. LTD.
Ruma Dey
Director

KANAKA MARBEL PVT. LTD.
Debi Sanku Dey
Director

ALL THAT PIECE AND PARCEL OF THE LAND measuring 10806.50 Sq. Ft. i.e., 15 Katha 6.5 Sq. Ft. of Land situated at R.S. Plot No. 522 appertaining to L.R. Plot No. 522, comprising in present L.R. Khatian No. 4218 of Mouza- Kanainatshal, J.L. No. 76 situated within the limit of Baikunthapur 2 No. Gram Panchayet of P.S. Bardhaman, Dist. Purba Bardhaman, by Class Commercial Bastu having Holding No. Ka-6973 of Baikunthapur 2 No Gram Panchayet within the jurisdiction of Baikunthapur 2 No Gram Panchayet and the property is shown in annexed map attached herewith and bordered in **RED** Colour and the property is being butted and bounded in the following manner.

AND THE SAID PREMISES IS BUTTED AND BOUNDED BY.

On the North: Part of R.S. & L.R. Plot No 522;
On the South: Property within Gopalnagar Mouza;
On the East: Property within Gopalnagar Mouza; and
On the West: 14 Ft Wide Road:

TOTAL AREA OF LAND GIVEN FOR DEVELOPMENT AS PER THIS AGREEMENT:-

10806.50 Sq. Ft. (A little more or less) i.e., **15 Katha 6.5 Sq. Ft.** of Land (A little more or less).

THE SECOND SCHEDULE ABOVE REFEREED TO

(Construction of Flat and Building Details)

BUILDING STRUCTURE:- Reinforced Cement Concrete (1:2:4),

MAIN WALLS & PARTITION WALLS:- 200 MM Thick Cement Brick Work for Main

Walls and 125 MM Thick and 75 MM Thick Cement



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Purba Bardhaman

21 JUN 2023

KAMAKHA MARBEL PVT. LTD.
Debe Sena Dey
Director

KAMAKHA MARBEL PVT. LTD.
Ruma Dey
Director

KAMAKHA MARBEL PVT. LTD.
Debe Sena Dey
Director

FLOOR:-

Cut Piece Marble or Vitrified Floor for Landowner and Vitrified Floor Tiles for Flat Purchasers for All room, Verandah, Hall, Kitchen, Bath/Toilet.

SKIRTING AND DADO:-

Wall Tiles, the Height not to be exceeded 100 MM High and the Dado Not Exceeding 150 MM High (For Toilet Glazed Tiles will be used up to a height of 6 Ft. form Skirting).

PLASTERING:-

Plastering to External Walls will be of 20 MM. thick in 1:5 Cement, Sand and Mortar. Plastering to internal walls will be 15 MM thick in 1:6 Cement, Sand and Mortar and Ceiling will be 10 MM thick in 1:4 Cement, Sand and Mortar.

WOODWORK AND JOINERY:- 100 MM X 50 MM. Malaysian Sal Wood or equivalent

section for Door frame, 32 MM. Thick solid core Flush door, Thickness of the shutter will be 32 MM. Main Door shutter for the OWNER will be made of quality Flush door.

M. S. GRILL WORKS:-

All windows will be aluminium framed with necessary hardware fittings. The grill -works for the windows will be completely separately fixed. The balcony balustrades



District Sub-Registrar-1
Purba Bardhaman

21 JUN 2023

KAMAKHA MARBEL PVT. LTD.

Director

KAMAKHA MARBEL PVT. LTD.

Director

KAMAKHA MARBEL PVT. LTD.

Director

PAINTING:-

All the internal wall surfaces and the ceiling will be finished with Putty.

The external wall surfaces will be finished with snow-cem or equivalent cement based paint. All the wooden surfaces and the steel surfaces will be finished with enamel paint after necessary Priming Coat.

FINISHING WORKS FOR GROUND FLOOR:- The Parking areas will be finished with neat cement finish.

HARDWARE FITTINGS AND FIXTURES:- All the hardware Fittings will be of aluminium. The internal doors will have all the necessary locking arrangements like tower bolts, hatch bolts, door knobs or rings etc. complete. One eye-whole will be fixed in the main entrance door to each flat. Door stoppers will be fixed in every door.

ELECTRICAL WORKS:-

All the electrical lines will be concealed with copper wires, with PVC conduit. Each flat will have the following electrical points.

Each Bed Room Two light points, Two Plug points, One Fan Point and One Separate AC Point.

Living Room cum Dinning Space Three light Points



✓
District Sub-Registrar-1
Purba Bardhaman

21 JUN 2023

KAMAKHA MARBEL PVT. LTD.

Deba Saha Dey
Director

KAMAKHA MARBEL PVT. LTD.

Ruma Dey
Director

JOYMANAKHA CONSTRUCTION (P) LTD.

Deba Saha Dey
Director

Exhaust Fan points will be provided in each toilet, Geyser Line (except Geyser) including electrical point for the same will also be provided in one toilet.

WATER SUPPLY & DRAINAGE:- One overhead water reservoir will be provided the required capacity of pump will be installed for storage of water in the overhead water reservoir.

The drainage line will be connected to the existing sewer line through the Master trap. Each flat have separate water supply line from the overhead water reservoir through P.V.C. Pipes and fittings with proper necessary valves. For external drainage P.V.C. pipes will be used.

TOILET FITTINGS & FIXTURES:- Each toilet will be provided with one shower, one European Commode. Necessary taps will be provided in the toilets and the floor will be of cut pieces marble/anti-skid tiles. One basin with tap will be installed at Dining Hall.

KITCHEN SPACE:-

Each Kitchen space will be provided with one cooking platform finished with one still sink with required water connections.

OVER HEAD TANK:-

P.V.C./Concrete.



District Sub-Registrar-1
Purba Bardhaman

21 JUN 2023

KAMAKHA MARBEL PVT. LTD.

Debi, Sunu Dey
Director

KAMAKHA MARBEL PVT. LTD.

Ruma Dey
Director

KAMAKHA MARBEL PVT. LTD.
Debi, Sunu Dey
Director

2. Stair Cases,
3. Stair Case Landings,
4. Stair Head Room and Lobbies on all the floor of the New Building.
5. Passage for Entrance,
6. Submersible Pump,
7. Electric Meter,
8. Septic Tank,
9. Boundary Walls with Entrance Gate,
10. Overhead Water Tank (PVC/Concrete),
11. Transformer (if any),
12. Lift/s (if any),
13. Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).
14. Lighting of the Common Portions.
15. Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
16. Drainage and Sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and/or exclusively for its use).
17. Such other parts, areas, equipments, installations, fittings, fixtures and spaces



District Sub-Registrar-1
Purba Bardhaman

21 JUN 2023

[This Deed is prepared on 1 (One) Stamp Paper, 59 (Fifty Nine) Legal Papers, 1 (One) Map and 1 (One) Legal Paper containing the Finger Prints and Photos of the Parties i.e., this Deed is prepared on and upon total 62 (Sixty Two) Pages].

WITNESSES:-

1. *Ablujit Ghosh* ✓ **KAMAKHA MARBEL PVT. LTD.**
Seba Sish Dey
S/o - Ananta Ghosh Director
Bhabani Terakurane
Burdwan - 713101

2. ✓ **KAMAKHA MARBEL PVT. LTD.**
Ruma Dey
S/o. Gopal ch Dey Director
Baramilpur, Uttarpara
Purba Bardhaman.

SEAL & SIGNATURES OF THE OWNER

○ **JOY MAAKAMAKHYA CONSTRUCTION (P) LTD**
Seba Sish Dey
Director

SEAL & SIGNATURE OF THE DEVELOPER


Drafted by me & typed in my Office:-

Rajdeep Goswami
Rajdeep Goswami



District Sub-Registrar-1
Purba Bardhaman

21 JUN 2023


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



Debendra Kumar Dey

SIGNATURE ✓

AMAKHA MARBEL PVT. LTD.
Debendra Kumar Dey
Director

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



Runa Dey.

SIGNATURE ✓


AMAKHA MARBEL PVT. LTD.
Runa Dey.
Director

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



Debendra Kumar Dey




District Sub-Registrar-1
Purba Bardhaman

21 JUN 2023



ई- स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card
AAFCJ5474P

नाम / Name

JOY MAAKAMAKHYA CONSTRUCTION PRIVATE LIMITED

निगमन/गठन की तारीख

Date of Incorporation / Formation

28/03/2022



Signature Not
Verified

Digital signed by
Income Tax Dept.
Date: 2022/04/09 09:21:20
GMT+05:30

- ✓ Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand/tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer. स्थायी लेखा संख्या (पैन) एक करदाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आसानी प्रदान कर सहायक होता है, जिसमें कर के भुगतान, आकलन, कर मांग, वैधता प्रमाण, सूचना के मिलान और इलेक्ट्रॉनिक जानकारी का आसानी रखरखाव व बहाली आदि भी शामिल है।
- ✓ Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962) आकरा अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेम के लिए स्थायी लेखा संख्या (पैन) का उल्लेख अब अनिवार्य है। (आयकर नियम, 1962 के नियम 114B का संदर्भ लें)
- ✓ Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000. एक से अधिक स्थायी लेखा संख्या (पैन) का उद्घाटन या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।
- ✓ The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card".
संलग्न पैन कार्ड में एम्बेडेड QR कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पढ़ाया जा सकता है। Google Play Store पर इस विशिष्ट मोबाइल ऐप की खोज के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है।

Out

<p>आयकर विभाग INCOME TAX DEPARTMENT</p> <p>भारत सरकार GOVT. OF INDIA</p> <p>स्थायी लेखा संख्या कार्ड Permanent Account Number Card</p> <p>AAFCJ5474P</p> <p>JOY MAAKAMAKHYA CONSTRUCTION PRIVATE LIMITED</p> <p>निगमन/गठन की तारीख Date of Incorporation/Formation 28/03/2022</p>	<p>इस कार्ड के साथ/संग या जुड़ा हुआ दस्तावेज करें/संगरूप, आवेदन पत्र/लेन देन, कर मांग, कर रिटर्न, 2 से अधिक बैंक खाते, पंजी 2, 341, सर्वे 2, 197/19, भौतिक जानकारी, भौतिक जानकारी का पत्र, एन - 411 912</p> <p>(This card is for 'Permanent Account Number Card', please replace it with the Income Tax PAN Services Unit, NSDE, 5th Floor, Market Building, Plot No. 140, Narayana (No. 197/19), Model Colony, Near 1st Stop Bungalow Chowk, Pune - 411 001.</p> <p>Tel: 020-2721 8899, Fax: 020-2721 8087 e-mail: mca2010@gmail.com</p>
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Electronically issued and Digitally signed ePAN is a valid mode of issue of Permanent Account Number (PAN) post amendments in clause (c) in the Explanation occurring after sub-section (8) of Section 139A of Income Tax Act, 1961 and sub-rule (6) of Rule 114 of the Income Tax Rules, 1962. For more details, [click here](#)

JOY MAAKAMAKHYA CONSTRUCTION PVT. LTD.

Deba Ashish

Director





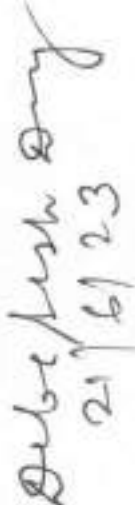



Government of West Bengal

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

OFFICE OF THE D.S.R. - I Purba Burdwan, District Name :Purba Bardhaman

Signature / LTI Sheet of Query No/Year 02012001568846/2023

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

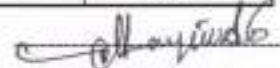
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Debasish Dey Baranilpur Uttarpara, City:- Burdwan, P.O:- Sripally, P.S:- Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103	Represent ative of Land Lord [KAMAKH A MARBEL PRIVATE LIMITED] ,[JOY MAA KAMAKH YA CONSTR UCTION PRIVATE LIMITED]			 21/6/23
2	Mrs Ruma Dey Baranilpur Uttarpara, City:- Burdwan, P.O:- Sripally, P.S:- Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103	Represent ative of Land Lord [KAMAKH A MARBEL PRIVATE LIMITED]			 21.6.2023.



District Sub-Registrar-1
Purba Bardhaman.

21 JUN 2023

Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Abhijit Ghosh Son of Mr Ananta Ghosh Bhabani Thakur Lane, City:- Burdwan, P.O:- Rajbati, P.S:- Bardhaman, District:-Purba Bardhaman, West Bengal, India, PIN:- 713104	Mr Debasish Dey, Mrs Ruma Dey			Abhijit Ghosh 21/06/2023



(Ujjwal Majumdar)

DISTRICT SUB-
REGISTRAR

OFFICE OF THE D.S.R. - I

Purba Burdwan

Purba Bardhaman, West
Bengal



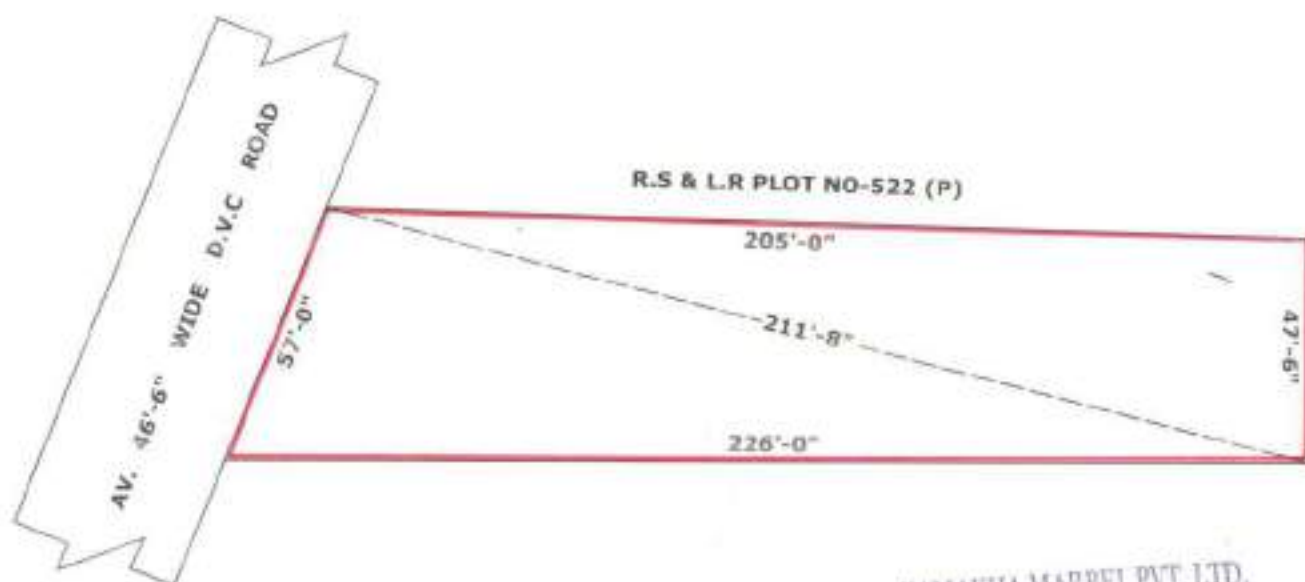
District Sub-Registrar,
Purba Bardhaman

21 JUN 2023

THE SKETCH MAP SHOWING IN RED COLOUR IS HERE BY GIVEN FOR DEVELOPMENT TO "JOY MAA KAMAKHYA CONSTRUCTION PVT. LTD." (A PVT. LTD. COMPANY REGD. UNDER THE COMPANY ACT, 2013) HAVING ITS REGD. OFFICE AT BELKASH, JOTERAM, PAMRA, BURDWAN, DIST. - PURBA BARDHAMAN, PIN-713104.
RELATING TO MOUZA-KANAINATSHAL, J.L NO-76, P.S-BURDWAN, DIST.-PURBA BARDHAMAN, R.S & L.R PLOT NO-522, L.R KH. NO-4218, UNDER BAIKUNTHAPUR 2 NO. GRAM PANCHAYET.

SCALE:-40"x1"(INCH)

AREA OF LAND :- 10806.50 SQFT. OR 15 KATHA 6.50 SQFT.



KAMAKHA MARBEL PVT. LTD.

Seba / Suru Dey
Director

KAMAKHA MARBEL PVT. LTD.

Ruma Dey
Director

JOY MAAKAMAKHYA CONSTRUCTION (P) LTD

Seba / Suru Dey
Director

Kartik Karanikar
Kartik Karanikar
(Surveyor)
Regd. No. 1000000000000000
Lakurdi, Burdwan

DRAWN BY

SIGNATURE



District Sub-Registrar-1
Purba Bardhaman

21 JUN 2023

Director, District Sub-Registrar, Purba Bardhaman

Director

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

RUMA DEY

ATUL KANTI MAZUMDAR

15/04/1980

Permanent Account Number

AHOPD4461F

Ruma Dey.

Signature



12082015

Ruma Dey.



ভারত সরকার
Government of India



রুমা দে
RUMA DEY
জন্মতারিখ / DOB : 15/04/1980
মহিলা / Female



2642 1424 3046

আধার - সাধারণ মানুষের অধিকার



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India

ঠিকানা:
W/O: দেবশীষ দে, বড়নীলপুর
উত্তরপাড়া, বর্ধমান, শ্রীপল্লী,
পশ্চিমবঙ্গ, 713103

Address:
W/O: Debashish Dey,
BARANILPUR UTTAR PARA,
BURDWAN, Bardhaman, Sripalli,
West Bengal, 713103

2642 1424 3046



1947
1800 300 1947



help@uidai.gov.in

WWW

www.uidai.gov.in

Ruma Dey

स्थायी लेखा संख्या /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

आयकर आयुक्त, प.व. - III

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

Debasish De


 ভারত সরকার
Government of India

 দেবশিষ দে
DEBASISH DEY
পিতা : হরনাথ দে
Father : HARANATH DEY
জন্মতারিখ / DOB : 10/04/1959
পুরুষ / Male



3396 8015 4307


আধার - সাধারণ মানুষের অধিকার


 ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India


ঠিকানা:
বরানীলপুর উত্তরপাড়া, বর্ধমান,
শ্রীললী, পশ্চিমবঙ্গ, 713103

Address:
BARANILPUR UTTAR PARA,
BURDWAN, Bardhaman, Sripalli,
West Bengal, 713103

3396 8015 4307

 1947
1800 300 1947

 help@uidai.gov.in

 www
www.uidai.gov.in

Debasish De

Major Information of the Deed

Deed No :	I-0201-04641/2023	Date of Registration	22/06/2023
Query No / Year	0201-2001568846/2023	Office where deed is registered	
Query Date	17/06/2023 8:50:15 PM	D.S.R. - I Purba Burdwan, District: Purba Bardhaman	
Applicant Name, Address & Other Details	RAJDEEP GOSWAMI 2 No Dhopaparalane, Jhapantala, Burdwan,Thana : Bardhaman , District : Purba Bardhaman, WEST BENGAL, PIN - 713104, Mobile No. : 7908211746, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4002] Power of Attorney, General Power of Attorney [Rs : 100/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 1]	
Set Forth value		Market Value	
		Rs. 2,01,27,362/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 40,060/- (Article:48(g))		Rs. 53/- (Article:E, E, E)	
Remarks			

Land Details :

District: Purba Bardhaman, P.S:- Bardhaman, Gram Panchayat: BAIKUNTHAPUR-II, Mouza: Kanainatshal, JI No: 76, 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-522 (RS :-)	LR-4218	Bastu	Bastu	15 Katha 7 Sq Ft		2,01,27,362/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,
Grand Total :					24.766Dec	0 /-	201,27,362 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	KAMAKHA MARBEL PRIVATE LIMITED Belkash , Joteram, Pamra, City:- Burdwan, P.O:- Joteram, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713104 , PAN No.: aaxxxxxx0a,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	JOY MAA KAMAKHYA CONSTRUCTION PRIVATE LIMITED Pamra, Village:- Belkash, P.O:- Joteram, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713104 , PAN No.:: aaxxxxxx4p,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Debasish Dey (Presentant) Son of Late Haranath Dey Baranilpur Uttarpara, City:- Burdwan, 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 : KAMAKHA MARBEL PRIVATE LIMITED (as DIRECTOR), JOY MAA KAMAKHYA CONSTRUCTION PRIVATE LIMITED (as DIRECTOR)
2	Mrs Ruma Dey Wife of Mr Debasish Dey Baranilpur Uttarpara, City:- Burdwan, P.O:- Sripally, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ahxxxxxx1f,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : KAMAKHA MARBEL PRIVATE LIMITED (as DIRECTOR)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Abhijit Ghosh Son of Mr Ananta Ghosh Bhabani Thakur Lane, City:- Burdwan, P.O:- Rajbati, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713104			

Identifier Of Mr Debasish Dey, Mrs Ruma Dey

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	KAMAKHA MARBEL PRIVATE LIMITED	JOY MAA KAMAKHYA CONSTRUCTION PRIVATE LIMITED-24.766 Dec

Land Details as per Land Record

District: Purba Bardhaman, P.S:- Barddhaman, Gram Panchayat: BAIKUNTHAPUR-II, Mouza: Kanainatshal, JI No: 76,
Pin Code : 713103

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 522, LR Khatian No:- 4218	Owner:কামাখ্যা মার্বেল প্রাঃ লিঃ প্বেড ডিরেক্টর, Gurdian:... , Address:পালার মোড় গ্রীপলী,বর্ধমান পূর্ব বর্ধমান, Classification:শালি, Area:0.23000000 Acre,	KAMAKHA MARBEL PRIVATE LIMITED

On 21-06-2023

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

Presented for registration at 17:53 hrs on 21-06-2023, at the Private residence by Mr Debasish Dey .

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 2,01,27,362/-

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

Execution is admitted on 21-06-2023 by Mr Debasish Dey, DIRECTOR, KAMAKHA MARBEL PRIVATE LIMITED (Private Limited Company), Belkash, Joteram, Pamra, City:- Burdwan, P.O:- Joteram, P.S:-Bardhaman, District:-Purba Bardhaman, West Bengal, India, PIN:- 713104; DIRECTOR, JOY MAA KAMAKHYA CONSTRUCTION PRIVATE LIMITED (Private Limited Company), Pamra, Village:- Belkash, P.O:- Joteram, P.S:-Bardhaman, District:-Purba Bardhaman, West Bengal, India, PIN:- 713104

Indetified by Mr Abhijit Ghosh, . . Son of Mr Ananta Ghosh, Bhabani Thakur Lane, P.O: Rajbati, Thana: Bardhaman, . . City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN -713104, by caste Hindu, by profession Others

Execution is admitted on 21-06-2023 by Mrs Ruma Dey, DIRECTOR, KAMAKHA MARBEL PRIVATE LIMITED (Private Limited Company), Belkash, Joteram, Pamra, City:- Burdwan, P.O:- Joteram, P.S:-Bardhaman, District:-Purba Bardhaman, West Bengal, India, PIN:- 713104

Indetified by Mr Abhijit Ghosh, . . Son of Mr Ananta Ghosh, Bhabani Thakur Lane, P.O: Rajbati, Thana: Bardhaman, . . City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN -713104, by caste Hindu, by profession Others



Ujjwal Majumdar

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - I Purba Burdwan

Purba Bardhaman, West Bengal

On 22-06-2023

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 53/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/06/2023 1:17PM with Govt. Ref. No: 192023240107320931 on 22-06-2023, Amount Rs: 53/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKX2565052 on 22-06-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,060/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 35,060/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 4319, Amount: Rs.5,000.00/-, Date of Purchase: 21/06/2023, Vendor name: Sk Salauddin

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 22/06/2023 1:17PM with Govt. Ref. No: 192023240107320931 on 22-06-2023, Amount Rs: 35,060/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKX2565052 on 22-06-2023, Head of Account 0030-02-103-003-02



Ujjwal Majumdar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I Purba Bardwan
Purba Bardhaman, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0201-2023, Page from 86935 to 87005
being No 020104641 for the year 2023.



Digitally signed by UJJWAL MAJUMDAR
Date: 2023.06.23 14:09:21 +05:30
Reason: Digital Signing of Deed.

Ujjwal Majumdar

(Ujjwal Majumdar) 2023/06/23 02:09:21 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I Purba Burdwan
West Bengal.

(This document is digitally signed.)
