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AGREEMENT FOR DEVELOPMENT
AND
DEVELOPMENT POWER OF
ATTORNEY

22 MAY 2018

certified that the Document is admitted to registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

[Signature]
 Additional Registrar
 Assam Road No. 131, Kolkata

THIS DEED OF AGREEMENT FOR DEVELOPMENT AND/CUM
 DEVELOPMENT POWER OF ATTORNEY IS MADE ON THIS 21st
 DAY OF May, TWO THOUSAND AND EIGHTEEN (2018)
 BETWEEN

For GHAR HOUSING LLP

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[Signature]
 Partner

[Signature]
 Roy

MR. SUBHENDU ROY, Son of Late Bimalendu Roy, by Nationality Indian, by faith Hindu, by Occupation- Advocate, presently residing at 136/1, B .K. Pal Avenue, P.O. Hatkhola, P.S. Burtola, Kolkata: 700005; **PAN. AAIPR4914L**; hereinafter called and referred as the **OWNER** (which express or shall unless excluded his respective heirs, executors, administrators, legal representative and assigns) of the party of the **FIRST PART**.

AND

"GHAR HOUSING LLP" (A Limited Liability Partnership having been incorporated under the Limited Liability Partnership Act, 2008) having its Regd. Office at 227, B.T. Road, Kolkata-700036, **PAN. AAQFG0128F**; represented by its Representative Partner namely **SRI BISHWANATH GHAR** S/o Late Bhriguram Ghar, by Nationality Indian, by faith Hindu, by occupation Business, resident of II No. Rose Villa, P.O., P.S. & Dist. Burdwan, Pin - 713101; **PAN. AHGPG5523P**; hereinafter called the **DEVELOPER** (which express or shall unless excluded its/his/their and each of its/their respective heirs, executors, administrators, legal representative and assigns) of the party of the **SECOND PART**.

- A. **WHEREAS:** the OWNER is the sole and absolute owner and has 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 more-fully described in the entire First Schedule hereinafter written (hereinafter referred to as the **"SAID PREMISES"**).

Subhendu Roy

For GHAR HOUSING LLP

Bishwanath Ghar
Partner

- B. **AND WHEREAS** at material times one Surendra Kumar Roy, son of Late Ram Ratan Roy, by faith Hindu, by occupation legal practitioner, owned certain landed properties at Burdwan town within Purba Burdwan District in the state of West Bengal in India.
- C. **AND WHEREAS** as per last will and testament said Surendra Kumar Roy, transferred his landed properties of Burdwan amongst his family members and accordingly his house at Nawab Dost Kayem Lane in Burdwan as well as the adjacent properties including cowshed, vegetable garden and the property adjacent to Sir B.C. Road sided property was transferred to his wife Smt Charan Bala Roy but without the right to transfer, gift, mortgage, praja bifi (i.e. mass distribution to subjects or tenants) or whatsoever in such nature. After her demise the said property would go to Sri Subhendu Roy, son of Sri Bimalendu Roy, Sri Bimalendu Roy being the son of Sri Panchanan Roy, who is the elder brother of said Surendra Kumar Roy.
- D. **AND WHEREAS** said Surendra Kumar Roy died on 22.02.1968 and thereafter Sri Bimalendu Roy, nephew of said Surendra Kumar Roy and Sri Bhairab Chandra Panja, brother-in-law of said Surendra Kumar Roy, who were the Executors of the last Will of said Surendra Kumar Roy obtained probate in terms of the said Will.
- E. **AND WHEREAS** Smt Charan Bala Roy died on 21.07.1992 and as per the last Will of Sri Surendra Kumar Roy, the said house at Nawab Dust Kayem Lane in Burdwan as well as the adjacent properties including cowshed,

For GHAR HOUSING LLP

Subhendu Roy

Prakash Kumar
Partner

vegetable garden and the property adjacent to Sir B.C. Road sided property was thus inherited by Sri Subhendu Roy.

- F. **AND WHEREAS** from the Will of Late Surendra Kumar Roy it is also evident that all necessary rents and taxes would be paid by Sri Subhendu Roy who is the owner herein. Sri Subhendu Roy has been since paying all necessary rents and taxes as mentioned in the Will.
- G. **AND WHEREAS** by virtue of the above process the Owner / First Party herein, Sri Subhendu Roy, the second son of Late Bimalendu Roy, became the absolute and undisputed owner of and fully seized and possessed of and well and sufficiently entitled to and possessing an indefeasible title to all that the pieces and parcels of revenue redeemed land containing an area of about 7 Kathas 10 Chattaks 42 Sq.Ft or a little more or less situated lying at and being municipal premises number 172, Nawab Dost Kayem Lane, Police Station Burdwan Sadar, J.L.No. 30, Mouza: Burdwan, falling under the municipal ambits of the Burdwan Municipality ward No: 33. The said land as detailed in this paragraph is defined in details in FIRST SCHEDULE and by virtue of such process the present OWNER became the absolute owner and possessor in respect of the said property and the present OWNER have been possessing the all the aforesaid properties on payment of Govt. rents, Municipality Tax etc. for the property exclusively in their name on appropriate receipt thereof without any dispute and without the intervention of any Third Party.
- H. **AND WHEREAS** that there is a large portion of land being 7 Kathas 10

Subhendu Roy.

For GHAR HOUSING LLP

Amrkanan Singh

Partner

Chattaks 42 Sq. Ft of Land being the First Schedule mentioned property which is unmaintained and thereby the **OWNER** has taken decision to construct multistoried residential/commercial building inclusive of Flats/Residential/commercial Units and Car Parking Spaces by constructing building/s and to develop the premises which is not being looked after by the **OWNER** due to their inexperience in the field of maintenance of property and also occupational dilemma as well as health and habitation uncertainty in the City of Burdwan and thereby the **OWNER** has taken decision to construct the multistoried residential building along with residential building inclusive of Flats/Residential/commercial Units and Car Parking Spaces and to develop the premises.

- I. **AND WHEREAS** that the **OWNER** neither has the capacity nor has the ability both financially and 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 multistoried residential/commercial building cum housing complex inclusive of Flats/Residential/commercial Units and Car Parking Spaces.
- J. **AND WHEREAS** that the **DEVELOPER** is itself is a highly reputed Promoter of Real Estate and Developer as a Limited Liability Partnership Firm in the sector of Development and Promoting of Land and allied works and having more experience, knowledge and skill to develop the same. So the **OWNER** of the First Schedule mentioned property gave offer to the

For GHAR HOUSING LLP

Sukhendra Roy

Mishra Naresh
Partner

DEVELOPER to develop the First Schedule properties as mentioned below. In response to that offer the **DEVELOPER** has accepted on the following terms and conditions as stated below to develop the property with a project for construction of multi-storeyed residential cum commercial building along with residential housing complex inclusive of Flats/Residential/commercial Units and Car Parking Spaces.

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 multi-storeyed building/buildings along with residential/commercial building cum housing complex inclusive of Flats/Residential/commercial Units and Car Parking Spaces to be constructed as per the Architect's drawings/documents, duly approved by the Burdwan Municipality via its sanction Plan in order to construct multi-storeyed Building comprised with Residential/commercial Flats and Parking Spaces which is regarded as part and parcel of the said project, within the said premises and shall also mean the any additional floors and/or storey on and over the said Top Floor inclusive of Flats/ Residential/commercial Units and Car Parking Spaces to be constructed as per the Architect's drawings/documents, duly approved by the Burdwan Municipality via its sanction Plan or amendment or modification of Plan in order to construct the said additional

Sabhen Roy

For GHAR HOUSING LLP

Prithu Nath Ghosh

Partner

floors over the said Top Floor in the proposed Multi-Storied Building comprised with Residential/commercial 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 **OWNERS:** shall mean **MR. SUBHENDU ROY**, Son of Late Bimalendu Roy, by Nationality Indian, by faith Hindu, by Occupation- Advocate, presently residing at 136/1, B.K.Pal Avenue, P.O. Hatkhola, P.S. Burtola, Kolkata, Pin-700005; **PAN. AAIPR4914L**; and shall include his respective heirs, executors, administrators, representatives, transferees, assignees and nominees.
- 1.4 **DEVELOPER:** shall mean "**G HAR HOUSING LLP**" (A Limited Liability Partnership having been incorporated under the Limited Liability Partnership Act, 2008) having its Regd. Office at 227, B.T. Road, Kolkata-700036, **PAN. AAQFG0128F**; represented by its Representative Partner namely **SRI BISHWANATH GHAR** S/o Late Bhriguram Ghar, by Nationality Indian, by faith Hindu, by occupation Business, resident of II No. Rose Villa, P.O.,P.S. & Dist. Burdwan, Pin - 713101; **PAN. AHGPG5523P** and shall include its respective legal heirs, successors, officers, managers, 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,

For G HAR HOUSING LLP

Subhendu Roy

Bishwanath Ghar
Partner

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 OWNERS 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 35% of the proposed building/buildings shall be in the entire First floor together with car parking space in the ground floor being the Residential /commercial building cum housing complex in relation to the construction according to the sanctioned plan of the Burdwan Municipality as per their share over land more specifically mentioned in the First Schedule, i.e., the OWNERS will altogether obtain the entitlement of the 35% in respect of the entire proposed building; Here it must be mentioned that OWNER shall enjoy his entitlement of the aforesaid allotted share of 35% (thirty five) of the Total Constructed Portion shall be in the entire First floor together with car parking space in the ground floor of the proposed building/s cum residential/commercial building complex and any other area of owner's allocation share after sanction plan if increase and decrease consideration money shall be adjusted between the parties as per registry office market value payable accordingly and he will be entitled and free to sale out the said allocated portion of 35% (thirty five) by himself in favour of the purchasers without the Allocation of the Developer and will be

For GHAR HOUSING LLP

Subhendu Roy

Partner

Partner

eligible and entitled take the consideration amount and the OWNER will be entitled and eligible to directly sale the said Unit/Flat/Parking Space or will be entitled and eligible to directly do any documentation or will be entitled and eligible to execute any document and agreement for Sale and the OWNER will be entitled and eligible to take the Monetary Consideration in lieu of his shares alone from any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank by himself and for himself.

1.7 DEVELOPER'S ALLOCATION:

1.7.1 Shall mean the absolute right of the DEVELOPER in regard to 65% of the Total constructed portion remaining of the proposed building/buildings being the residential/commercial building cum housing complex in relation to the construction according to the sanctioned plan of the Burdwan Municipality in order to construct Multi-Storied Building comprised with Residential/commercial Flats and Parking Spaces as per their respective share over the entire **First Schedule** mentioned property including Car Parking/Garages and Flats/Residential/commercial 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 enjoy as per its entitlement and will have all right, title and interest by virtue of this Agreement to hold and also to Sell the entire allocation of its as defined hereinabove.

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

Subhendu Roy

For GHAR HOUSING LLP

Priyanka

Partner

in favour of the OWNER and DEVELOPER jointly; during the tenure of this Agreement, if the DEVELOPER obtains any further permission by way of Burdwan Municipality 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 have their allocation of 35% of the proposed building/buildings shall be in the entire First floor together with car parking space in the ground floor inclusive all right, title and interest in respect of such construction which means that the OWNER will get and obtain 35% allocation i.e in the entire First floor together with car parking space in the ground floor from that particular floor or/and new construction and OWNER shall enjoy his entitlement of the aforesaid allotted share of 35% of the Additional and Prospective Constructed Portion in the Roof Area of the proposed building/s cum residential building complex and he will be entitled and free to sale out the said allocated portion of 35% by himself in favour of the prospective purchasers without the Allocation of the Developer and will be eligible and entitled take the consideration amount and the OWNER will be entitled and eligible to directly sale the said Unit/Flat/Parking Space or will be entitled and eligible to directly do any documentation or will be entitled and eligible to execute any document and agreement for Sale and the OWNER will be entitled and eligible to take the Monetary Consideration in lieu of his shares alone from any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank by himself and for

Anshendu Roy

For GHAR HOUSING LLP

Anshendu Roy

Partner

himself and the present OWNER admit and agree and declare not to raise any objection whatsoever in this regard in future.

1.7.3 During the tenure of this Agreement, if the DEVELOPER obtains any excess or further permission by way of Burdwan Municipality Sanctioned Plan, then the DEVELOPER may raise construction over the said land Area of the said building which is to be constructed in accordance with the said Plan then the OWNERS shall have his right of 35% of the proposed building/buildings shall be in the entire First floor together with car parking space in the ground floor in respect of such construction which means that the DEVELOPER shall have the exclusive right of rest 65% of allocation of the building in this regard.

1.8 **ARCHITTECH** : 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 sanctioned plan of Burdwan Municipality and also the other plan/plans for construction of the building, duly approved by the OWNER and submitted by at the costs of the DEVELOPER to the Burdwan Municipality in order to construct Multi-Storied Building comprised with Residential/commercial Flats and Parking Spaces and shall include any amendments thereto or modifications thereof made or caused by the DEVELOPER which is duly sanctioned by

Subhendu Roy

For GHAR HOUSING LLP

Prabhu Kumar

Partner

the Burdwan Municipality.

- 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 Building which will be available for independent use and occupation after making due provision for common facilities and the spaces required therefore.
- 1.12 **CARPET AREA:** means the net usable floor area of an apartment, excluding 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/commercial 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/commercial 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

For GHAR HOUSING LLP

Subhadra Roy

Prabhat Kumar
Partner

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/commercial 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/commercial 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/commercial Units/Flats in the Building/s and shall also include the Developer herein and the owner herein in respect of such Residential Units/Flats which are retained and/or not alienated and/or not agreed to be alienated of the time being.

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

Subhendu Roy

For GHAR HOUSING LLP

Shikha Nishu
Partner

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. 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 WBHIR Act, 2017 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.
- 1.20 DEVELOPER'S ADVOCATE:** Shall mean **Sri Ratan Pal, Advocate, High Court, Calcutta** who have prepared these presents and who shall prepare all legal documentations regarding the development, 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 multistoried building/s to

Subhendu Roy -

For GHAR HOUSING LLP

Bijay Kumar Shaw

Partner

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 DEVELOPER'S 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-pendenses, acquisitions, requisitions, attachments and trusts whatsoever or howsoever nature and if such is not still then the OWNER hereby unconditionally undertake to make the said **First Schedule** mentioned 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 .

Subendu Roy

For GHAR HOUSING LLP

Prithwish Ghosh

Partner

- 2.3 That 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 Power of Attorney through this indenture in favour of "**GHAR HOUSING**

Subhendu Roy
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For GHAR HOUSING LLP

Mishra

Partner

LLP" (A Limited Liability Partnership having been incorporated under the Limited Liability Partnership Act, 2008) having its Regd. Office at 227, B.T. Road, Kolkata-700036, **PAN. AAQFG0128F**; represented by its Representative Partner namely **SRI BISHWANATH GHAR** S/o Late Bhriguram Ghar, by Nationality Indian, by faith Hindu, by occupation Business, resident of II No. Rose Villa, P.O., P.S. & Dist. Burdwan, Pin - 713101; **PAN. AHGPG5523P**; 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 transfer of the flat or space premises to the intending purchaser or transferee from the and in respect of the OWNER'S ALLOCATION.
- 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.

Subhendu Ray

For GHAR HOUSING LLP

Srinath Ghosh

Partner

- 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.
- 2.12 That the said land is not a Debottor or Pirottor property.
- 2.13 That no proceeding of Income Tax Act, Wealth Tax Act or any other enactment or law in any way concerning or relating to the said property or any portion thereof is pending nor any notice has been received under the Public Demand Recovery Act.
- 2.14 That there is absolutely no impediment or bar in matter of this agreement/understanding or sale of the said property as contemplated in these present.
- 2.15 The OWNER do not own any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 in respect of the said premises.
- 2.16 The OWNER hereby undertake to indemnify and keep indemnified the DEVELOPER from and against any and all actions, charges, liens, claims, damages, encumbrances and mortgages or any Third Party Possessory Rights or any Third Party Claim in the said premises arising out of or due to the negligence or non compliance of any law, bye-laws rules and regulations of the Burdwan Municipality or Government or local bodies including the Municipality as the case may be by the OWNER and shall attend to answer and be responsible for any deviation, omission, commission, negligence, violation and/or branch of any of the said laws.

Subhendu Roy

For GHAR HOUSING LLP

[Signature]

Partner

bye-laws, rules and regulations or any accident in or relative to or concerning prior to execution of this Deed and the Stamp Duty, Registration Charges and other expenses in connection with the preparation and execution of the Deeds of Conveyance and/or other documents relating to Developer's Allocation shall be entirely borne by the Developer or its nominee or nominees. Likewise the Stamp duty, registration charges and expenses in connection with the execution of the deed of conveyance and other documents relating to Owner's allocation will be borne by the Owner or their nominee or nominees. Here it must be mentioned that the Owner will not be liable for any consideration received by the Developer from the intending Purchaser/Purchasers regarding the Developer's Allocation after the development of the said premises and likewise the Developer shall not be liable for any act, deed, matter or thing done or caused to be done by the Owner in respect of their Allocation.

2.17 That during the continuance of this Agreement the OWNER shall not in any way cause any impediment or obstruction whatsoever in the construction or development of complex and building in the said **First Schedule** mentioned Property and hereunder empower the DEVELOPER to take up the construction work of the new building as per sanctioned plan of Burdwan Municipality.

2.18 In case of failure to give open and clear possession in favour of the DEVELOPER by the OWNER and in that event if the DEVELOPER face any financial loss to that effect the OWNER will be liable for all

Subhendu Roy

For GHAR HOUSING LLP

Pranab Kumar

Partner

consequences.

ARTICLE III - COMENCEMENT:

3.1 This agreement shall commence or shall deemed to have commenced on and with effect from the date of execution of this agreement.

ARTICLE IV - DEVELOPER'S RIGHT OF CONSTRUCTION:

4.1 The OWNER hereby grant exclusive right to the DEVELOPER to build upon and to commercially exploit the said premises in any manner (but subject to the provisions contained herein) as the DEVELOPER may choose by constructing a Residential/commercial building thereon by way of the said construction is to be done according to the Burdwan Municipality by-laws, rules and regulations and not otherwise. The entire cost of construction of the building or whatsoever nature shall be borne by the Developer. Such cost shall include the cost of all service amenities, fittings and fixtures, all over heads regarding construction, price rise in the cost of materials used for construction, fee payable to the Architect and Engineers in respect of the construction costs for the purpose of obtaining all other permission and approvals. The owner shall not be required to contribute any amount in that regard. Be it mentioned here that the DEVELOPER will have sole right and authority and shall be entitled to receive the price of the Lift, Transformers, Generators from the Purchasers and in that regard the OWNER shall have no right to demand any share from the share of the price paid by the intending Flat Owner in favour of the DEVELOPER and the Developer will solely be entitled to keep that entire amount in order to

Sabhanu Roy

For GHAR HOUSING LLP

Shrikanth

Darshan

make adjustment in respect of cost incurred by the DEVELOPER and the DEVELOPER will have sole right and authority and shall be entitled to receive the price cum consideration amount of any excess work including the additional and excess work in the Flats from the intending Purchasers and in that regard the OWNER shall have no right to demand any share from the share of the price paid by the intending Flat Owner in favour of the DEVELOPER and the Developer will solely be entitled to keep that entire amount in order to make adjustment in respect of cost incurred by the DEVELOPER.

- 4.2 The OWNER have approved/will approve and signed/will sign the said ARCHITECT'S DRAWINGS, which have been SUBMITTED/or will be SUBMITTED to the various statutory bodies, including the Burdwan Municipality by the DEVELOPER in the name of the owner, and/or the same is/will be awaiting SANCTION/APPROVAL from the Burdwan Municipality, after obtaining clearances from all other statutory bodies.
- 4.3 In the event, the Burdwan Municipality or any statutory authority requires any modification of the Residential/commercial 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 Burdwan Municipality and/or the other statutory authorities.

For GHAR HOUSING LLP

Anshu Roy

Minakshi
Partner

- 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 DEVELOPER in the name of the OWNER of the said premises, but otherwise at the cost and expenses of the DEVELOPER only and the DEVELOPER shall pay and bear the EXPENSES for submission of Architects drawings/documents 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 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.
- 4.7 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

Subhendra Roy

For GHAR HOUSING LLP

Munish Kumar
Partner

in the B.L.L.R.O 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.

4.8 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 execution of the deed, the OWNER will be duty bound to take all initiatives to amalgamate or enamel the property without any further delay and in this respect the DEVELOPER will simply cooperate.

4.9 That if there is anomaly in connection to the Status of the present OWNER as the "Raiyat" in the LRROR is present in regard to the First Schedule mentioned properties and if his name is recorded as the Holder of Life Estate i.e., "Jibon Sotto" in the LRROR instead of full freehold right, title and interest as the Raiyat, then in that event within 15 days from the execution and registration of the deed, the OWNER will be duty bound to take all initiatives to rectify the LRROR in respect of the Property from the Office of the BLLRO, Burdwan-I by incorporating his names in the Records of Rights in the LR Record with full freehold right, title and interest as the Raiyat in respect of the property without any further delay out of their own cost and expenses and in this respect the DEVELOPER will simply cooperate but will not help and aid financially.

ARTICLE V - TITLE DEEDS:

5.1 Immediately after the execution of this agreement the OWNER shall hand

Sabhen Roy

For GHAR HOUSING LLP

Mukesh Kumar

Partner

over Original Title Deed and other papers and writings including the last paid up Municipality 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 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 Burdwan Municipality and the OWNER by themselves or through their constituted Power of Attorney holder namely "**GHAR HOUSING LLP**" (A Limited Liability Partnership having been incorporated under the Limited Liability Partnership Act, 2008) having its Regd. Office at 227, B.T. Road, Kolkata-700036, **PAN.**

For GHAR HOUSING LLP

Subendu Roy

Mishra

Partner

AAQFG0128F; represented by its Representative Partner namely **SRI BISHWANATH GHAR** S/o Late Bhriguram Ghar, by Nationality Indian, by faith Hindu, by occupation Business, resident of II No. Rose Villa, P.O., P.S. & Dist. Burdwan, Pin - 713101; **PAN. AHGPG5523P**, 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 OWNER. The construction will be in accordance with the Burdwan Municipality 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 Burdwan Municipality.

- 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 carry out the construction of the proposed building which is to be completed within 36 months from the date of sanction of the Plan for construction of the proposed multistoried building by the Burdwan Municipality 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

Sabteendra Roy

For GHAR HOUSING LLP

Minanisha

Partner

majeure, 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 remaining 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. 36 months from the date of sanction of the Plan for construction of the proposed multistoried building by the Burdwan Municipality 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. 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.

6.4 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

Subhojit Roy

For GHAR HOUSING LLP

Mukund Sharma

Partner

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

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 this Indenture.
- 7.2 The OWNER shall be ENTITLED to the OWNER'S ALLOCATION as defined in **Clause 1.6** of this agreement.
- 7.3 The OWNER shall not 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 Burdwan Municipality as well as West Bengal Municipal Act and/or by any other law for the time being in force.

Sabhen Roy

For GHAR HOUSING LLP

Minakanta

Partner

- 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 be free and shall be eligible and shall be entitled to sell, transfer and/or otherwise deal with the owner's allocation or space alone and or individually 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 in favour of the DEVELOPER.
- 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 get and obtain 35% of the proposed building/buildings shall be in the entire First floor together with car parking space in the ground floor of the Total Constructed Portion of the proposed building/s cum Residential/commercial building complex but in respect of the aforesaid allotted share of entire 35% (Thirty Five) of the total Constructed Portion of the proposed building/s cum residential building complex as per the sanctioned plan of the Burdwan Municipality as per their share over land more specifically mentioned in the First Schedule, i.e., the OWNER will altogether obtain the entitlement of the 35% of the Total Constructed Portion of the proposed building/s cum residential/commercial building

Subhendu Roy.

For GHAR HOUSING LLP

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Partner

complex and he will be entitled and free to sale out the said allocated portion of 35% himself in favour of the prospective purchasers without the Allocation of the Developer and will be eligible and entitled take the consideration amount and the OWNER will be entitled and eligible to directly sale the said Unit/Flat/Parking Space or will be entitled and eligible to directly do any documentation or will be entitled and eligible to execute any document and agreement for Sale and the OWNER will be entitled and eligible to take the Monetary Consideration in lieu of his shares alone from any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank by himself and for himself.

7.7 The DEVELOPER shall be entitled to sell or transfer or otherwise deal with the DEVELOPER'S allocated portion i.e., 65% 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., 35% 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/commercial Unit and/or Car Parking Space/Garage with the third parties to the extent of 65% 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 their own Allocation and they 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

Subhendu Ray

For GHAR HOUSING LLP
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Partner

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 and OWNER jointly as per their share allocation ratio of 65:35 and the Ground Floor and the Under-Ground Floor Right and Allocation will be devolved upon the DEVELOPER and OWNER jointly as per their share allocation ratio of 65:35.
- 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 from the DEVELOPER'S ALLOCATION and the OWNER shall have no right whatsoever to enter into any agreement personally with the intending purchasers for sale of any of the flats or parking spaces to be constructed by the DEVELOPER over the land owned by the First Part (OWNER) and the DEVELOPER will have the right to construct further floors in the said proposed building in future if the DEVELOPER obtains further Burdwan Municipality Plan to construct more floors and in that event the Owner will get his owner's allocation share on the basis of the same ratio in the said proposed new constructed Floor already settled allocation of the Owner of 35% and in that scenario and in that event the DEVELOPER along with the OWNER will enjoy with

For GHAR HOUSING LLP

Subhendra Roy

[Signature]

Partner

all rights in respect of the said Floor constructed as per the Burdwan Municipality Sanctioned Plan.

ARTICLE VIII - COMMON FACILITIES:

- 8.1 As soon as the building is completed, the DEVELOPER shall give written 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 Burdwan Municipality 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

Subhendu Roy.

For GHAR HOUSING LLP

Mishra

Partner

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 facilities, renovation, replacement, repair and maintenance charges and expenses for electrical and mechanical equipment, switchgear, transformers, generators, pump motor and other electrical and mechanical installations, appliances and equipments, stairways corridors, halls, passage ways and other common facilities whatsoever PROVIDED THAT if additional insurance premium is required to be paid for the insurance of the building by virtue of any particular use and/or storage or any additional maintenance or repair is required by virtue thereof in the owner's allocation or any part thereof the OWNER shall be exclusively liable to pay and bear the additional premium and/or maintenance or repair, charges as the case may be.

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 their 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

Subhendu Roy

For GHAR HOUSING LLP

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Partner

respect the OWNER'S ALLOCATION to the building at the said premises, and in that regard he said OWNER will not 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 OWNER by all virtue, in any and all consequence will be entitled to select and elect the said Intending Purchasers in respect of the OWNER'S ALLOCATION and OWNER will get his 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 65% 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 purchasers and that will be adjusted after receiving advance from the intending purchasers against each Flat and/or Car Parking Space at the time of execution of Agreement of Sale and the same will/may also be adjusted from the consideration amount of the Flat/ Residential/commercial 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 36 months from the date of sanction of the Plan for construction of the proposed multistoried building by the Burdwan Municipality unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS

Sabendra Roy.

For GHAR HOUSING LLP

Partner

Partner

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.

11.2 The DEVELOPER shall be entitled to assign this agreement in favour of any Private Limited Company or a Partnership Firm provided that the present representative partner of the DEVELOPER LLP must be the director of the said proposed Private Limited Company or must be the Partner of the proposed Partnership Firm and in that event this agreement would be considered to have been executed between the OWNER and the said Private Limited Company or the Partnership Firm, and the terms and conditions contained herein shall be applicable to the said assignee.

11.3 All dealings to be made by the DEVELOPER in respect or the construction of the buildings and development of the complex 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

Abhinav Roy

For GHAR HOUSING LLP

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Partner

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.

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.

11.5 **FORCE MAJEURE** shall mean riot, war, tempest, civil commotion strike 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 obligation is prevented by the existence of a **FORCE MAJEURE** with a view that obligation of the party affected by the **FORCE MAJEURE** shall be suspended for the duration of the **FORCE MAJEURE**.

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,

For GHAR HOUSING LLP

Subhendu Roy

[Signature]

Partner

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 or conveyance in law by the OWNER or the said premises or any part thereof to the DEVELOPER or creating any right, title or interest in respect thereof in favour of the DEVELOPER other than exclusive license to the DEVELOPER to commercially exploit the same in terms thereof.

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

Subhendu Roy

For GHAR HOUSING LLP

Mine Sharma

Partner

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 outgoings in respect of the said premises accruing and due as and from the date of handing over possession of the premises (for the commencement of work at the said premises) to the DEVELOPER by the OWNER until delivery and/or the completion certificate of possession of the OWNER allocation in the proposed building.

11.15. The Developer hereby undertakes that final Deed of conveyance shall be executed to the intending Purchaser/Purchasers from developer's allocation share after handover possession of owner's allocation share.

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 65% 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; to enter into an agreement for sale on behalf of the Executants/Executors of this Power of Attorney being the

Subhash K. R. K.

For GHAR HOUSING LLP

Prakash

Partner

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 the said amount in the Bank Accounts of the Developer; to execute the sale deed in favour of the prospective purchasers 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 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 Developer; 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 Developer 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 incurred and made as per the terms and conditions of this Agreement; to deliver the possession in favour of the

Subhadra Roy,

For GHAR HOUSING LLP

Mirza

Partner

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 Residential/commercial 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 continue its works. Hence the Power of Attorney for Development Purpose, for Selling Purpose as well for other associated and ancillary Purpose is being executed on the following effects;

TO ALL TO WHOM THESE PRESENTS SHALL COME, THE OWNER, MR. SUBHENDU ROY, Son of Late Bimalendu Roy, by Nationality Indian, by faith Hindu, by Occupation- Advocate, presently residing at 136/1, B. K. Pal Avenue, P.O. Hatkhola, P.S. Burtola, Kolkata: 700005; **PAN. AAIPR4914L; SEND GREETINGS:-**

WHEREAS the Executants/Executors of this Power of Attorney are the Owner of the immovable properties consisting of a plot of land and structure thereon 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 residential/ commercial multi-storied building with flats and car parking spaces therein and to utilize the land to

Subhendu Roy

For GHAR HOUSING LLP

Partner

Partner

aid and support the process of construction of the multi-storeyed residential building inclusive of Flats/ Residential/commercial 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.

AND WHEREAS in connection to such proposal, Executants/Executors of this Power of Attorney being the Owner hereby execute this Development Agreement being this Indenture in favour of the Developer only for Development and 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 physical ailments and other businesses 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

Subendu Roy

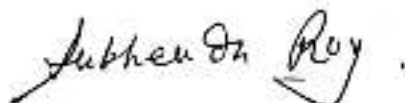
For GHAR HOUSING LLP

Mishra

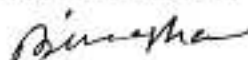
Partner

this Power of Attorney being the Owner appoint the DEVELOPER namely "GHAR HOUSING LLP" (A Limited Liability Partnership having been incorporated under the Limited Liability Partnership Act, 2008) having its Regd. Office at 227, B.T. Road, Kolkata-700036, PAN. AAQFG0128F; represented by its Representative Partner namely SRI BISHWANATH GHAR S/o Late Bhriguram Ghar, by Nationality Indian, by faith Hindu, by occupation Business, resident of II No. Rose Villa, P.O., P.S. & Dist. Burdwan, Pin 713101; PAN. AHGPG5523P as the attorney or agent of the Executant / Executor of this Power of Attorney being the Owner with full power to construct proposed new building/apartments by developing the same in the First 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, EXECUTANT / EXECUTOR OF THIS POWER OF ATTORNEY BEING THE OWNER NAMELY MR. SUBHENDU ROY, Son of Late Bimalendu Roy, by Nationality Indian, by faith Hindu, by Occupation- Advocate, presently residing at 136/1, B. K. Pal Avenue, P.O. Hatkhola, P.S. Burtola, Kolkata: 700005; PAN. AAIPR4914L; do hereby unconditionally and unequivocally nominate, constitute and appoint "GHAR HOUSING LLP" (A Limited Liability Partnership having been incorporated under the Limited Liability Partnership Act, 2008) having its Regd. Office at 227, B.T. Road, Kolkata-700036, PAN. AAQFG0128F; represented by its Representative



For GHAR HOUSING LLP



Partner

Partner namely **SRI BISHWANATH GHAR** S/o Late Bhriguram Ghar, by Nationality Indian, by faith Hindu, by occupation Business, resident of II No. Rose Villa, P.O. P.S. & Dist. Burdwan, Pin 713101; **PAN. AHGPG5523P**; to be their true & lawful Attorney with full authority & power to do and execute all acts, deeds and things mentioned below from and on behalf of their 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 Owners 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 Owner, assurances or any other instruments requiring the signature of the Executants/Executors of this Power of Attorney being the Owner.
3. To appear before the Burdwan Municipality 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 Owner.
4. For the more better and more effectual execution of the powers and authorities aforesaid, the attorney of the Executants/Executors of this

Subhendu Roy

For GHAR HOUSING LLP

Prerna

Partner

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Power of Attorney being the Owner shall be entitled to present and/or to acknowledge any of the various deeds, documents, consents, applications, receipts and discharges for moneys received on behalf of the Executants/Executors of this Power of Attorney being the Owner, 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 Owner, 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

Subhendra Roy

For GHAR HOUSING LLP

Praveen Kumar

Partner

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 attorney of the Executants/Executors of this Power of Attorney being the Owner shall think fit and proper to do so, whether as plaintiff or defendant, or as appellant or respondent as the case may be.

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

Sukhendu Roy

For GHAR HOUSING LLP

Praveen Kumar

Partner

Page 44 of 60

registering authority officer of 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 or applications or receipts or discharges of money received on behalf of the Executants/Executors of this Power of Attorney being the Owner or any other instrument requiring our signature in connection with and all 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 Owner.

Subhendra Roy

For GHAR HOUSING LLP

Pranav

Partner

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 papers and apply for the sanction of building plan and deposit all fees to the concerned authority in the name of the Executants/Executors of this Power of Attorney being the Owner and on behalf of the 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 Burdwan Municipality or any other competent authority against acknowledgement receipt on behalf of the Executants/Executors of this Power of Attorney being the Owner as the

Subendu Roy

For GHAR HOUSING LLP

Prinsha

Partner

lawful attorney of the Executants/Executors of this Power of Attorney being the Owner.

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, Burdwan Municipality 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, High Court and Arbitration and to accept all service of summons and other process and to appoint lawyer and sign Vakalatnama and compromise any suit and proceeding for protection of any interest in the said subject on behalf of the Executants/Executors of this Power of Attorney being the Owner. 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.

Satendra Roy

For GHAR HOUSING LLP

(Signature)

Partner

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 Residential/commercial building sanctioned by the Burdwan Municipality and other authorities concerned in respect of the proposed building.
18. To make necessary applications and signed all papers, to appear before the Burdwan Municipality, 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 Burdwan Municipality and other authorities.
19. To develop and construct proposed building on the said plot and to utilize the land to aid and support the process of construction of the multistoried residential building inclusive of Flats/ Residential/commercial Units and Car Parking 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 Burdwan Municipality and for the purpose to imply contractors, architects, structural engineer, surveyors and other professionals as may be required in the construction of the building.

Subhanur Ray

For GHAR HOUSING LLP

Bishnu

Partner

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 Burdwan Municipality 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** mentioned property and sign, verify plaints, written statements, petitions, objections, memorandum of appeal and petitions, objection and application of all kinds and to file it in any Court of law such as any Civil 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 Owner.
25. To appoint any Advocate, Agent or any other legal practitioner or any person legally authorized to do any act.

Subendra Roy

For GHAR HOUSING LLP

[Signature]

Partner

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 **First Schedule** mentioned property and to settle the consideration amount and to receive the consideration amount on behalf of the OWNER in respect of the Developer's Allocation and to retain and deposit the said amount in the Bank Accounts of the DEVELOPER.

For GHAR HOUSING LLP

Subhendra Roy

Prinsha
Partner

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 Developer's Allocation and execute the agreement for sale by receiving the advance amount in respect 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 Developer's Allocation and to receive the consideration amount on behalf of the OWNER in respect of the Developer's Allocation and to retain and deposit the said amount in the Bank Accounts of the DEVELOPER.
33. To sign, admit and execute the sale deed in favour of the prospective purchasers in respect of the Developer's Allocation and to receive consideration from them in respect 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 owner/executants in respect of the Developer's Allocation 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 OWNER in respect of the Developer's Allocation and to retain and deposit the said amount in the Bank Accounts of the DEVELOPER.
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 DEVELOPER's allocation and to keep, retain and enjoy and deposit the said amount in the Bank Accounts of the

Subhendra Roy

For GHAR HOUSING LLP

Prakash

Partner

DEVELOPER in respect of Developer's allocation and the said 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 Firm 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 DEVELOPER'S ALLOCATION in any Registering Office by representing the OWNER and by signing on his behalf and by admitting any document and deed on his 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 OWNER in respect of the Developer's Allocation and to retain and deposit the said amount in the Bank Accounts of the DEVELOPER.
36. To deliver the possession in favour of the buyer on behalf of the Executants/Executors of this Power of Attorney being the Owner..
37. Generally to Act as the Attorney or Agent of the Executants/Executors of this Power of Attorney being the Owner in relation to the matter 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

Subhendra Roy.

For GHAR HOUSING LLP

[Signature]

Partner

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 be referred to arbitration under the provisions of The Arbitration 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.R.A-III, Kolkara has been paid duly by the Party to the SECOND PART.

The photos, finger prints, signatures of OWNERS, the DEVELOPER is annexed herewith in separate sheets, which will be treated as the part of this Deed.

Subhendu Roy

For GHAR HOUSING LLP

Prinsha
Partner

THE FIRST SCHEDULE ABOVE REFEREED TO

(Property Details)

ALL THAT THE DEMARCATED PIECE AND PARCEL OF REVENUE REDEEMED BASTU LAND containing an area of about 7 Kathas 10 Chattaks 42 Sq. Ft. (A little more or less) situated lying at and being municipal premises number 172, Nawab Dost Kayem Lane, Police Station Burdwan Sadar, J. L. No. 30, Mouza: Burdwan, being "Bastu" Class of Land comprising in now L. R Khatian No. - 5842 corresponding to L.R Dag No. 12457, R.S Dag No. 10349 under the Jurisdiction of the Burdwan Municipality of Ward No: 33 being butted and bounded in the following manner:

ON THE NORTH BY: Residential Building.

ON THE SOUTH BY: Residential Building.

ON THE EAST BY: Municipality Road (N. D. Kayem Lane)

ON THE WEST BY: Residential Building.

TOTAL AREA OF LAND GIVEN FOR DEVELOPMENT AS PER THIS AGREEMENT:- 7 (SEVEN) KATHAS 10 (TEN) CHATTAKS 42 (FOURTEEN) SQ. FT. (More or Less).

The Land is having Holding No. "172" of Ward No. 33, Mahalla - N D Kayem Lane within the limit of Burdwan Municipality.

Revenue payable to the State of West Bengal through B.L & L.R.O, Burdwan-I.

THE SECOND SCHEDULE ABOVE REFEREED TO

(Construction of Flat and Building Details)

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

MAIN WALLS & PARTITION WALLS:- 200 MM/250 MM Thick Cement Brick Work for Main Walls and 125 MM Thick and 75 MM

Subhash Roy

For GHAR HOUSING LLP

Bhishma
Partner

Thick Cement brickwork (1:4) for Flat Separating Wall and Partition Walls inside the respectively,

FLOOR:-

Vitrified Floor Tiles for All room, Verandah, Hall, Kitchen, Bath/Toilet.

SKIRTING AND DADO:- Cut Piece Marble, the height not to be exceeded 150 MM High and the Dado Not Exceeding 200 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 OWNERS 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 (if any) will be M.S. Flat. The Glasses of the windows will be Ground Glass or Frosted Glass.

PAINTING:-

All the internal wall surfaces and the ceiling will be finished with Plaster of parish.

Subhash Chandra Roy

For GHAR HOUSING LLP

Dishant Sharma

Partner

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, One Plug point, One Fan Point.

Living Room cum Dining Space Three light Points Two Fan Point, One Plug Point, one Freeze point.

Kitchen One light Point, One Power Point, One Exhaust fan point.

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.

Anil Kumar Singh

For GHAR HOUSING LLP

Mishra

Partner

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 Anglo Indian/European commode. Necessary taps will be provided in the toilets and the floor will be of cut pieces marble (1'6"X 1'6"). 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.

ADDITIONAL WORK:- Any extra additional work done by the Developer, at the request of the OWNERS shall be charged extra at market rate and the OWNERS shall have to pay cost of those extra additional works executed by the Developer additionally.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(Common Facilities and Common Parts)**

1. Entrance and Exits to the Premises..

Subhendu Ray

For GHAR HOUSING LLP

Bishwanath Sharma

Partner

2. Stair Cases,
3. Stair Case Landings,
4. Star Head Room and Lobbies on all the floors of the New Building.
5. Passage for Entrance,
6. Passage in between different blocks,
7. Pump (Deep Tube Well of adequate capacity to ensure round the clock),
8. Electric Meter & Electric Meter Space,
9. Common Room,
10. Electric/Utility room, Water Pump room, Generator Room (if any),
11. Septic Tanks,
12. Boundary Walls with Entrance Gate,
13. Underground water reservoirs (if any),
14. Overhead Water Tank,
15. Transformer and space (if any),
16. Lift/s (if any),
17. Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).
18. Lighting of the Common Portions.
19. Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
20. 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).
21. Such other parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the new building as are necessary for

Subhendu Roy.

For GHAR HOUSING LLP

Prabir Kumar Ghosh

Partner

passage to and/or user of the Units in common by the Co-Owner.

BY **WITNESSES WHEREOF**, the **OWNER**, the **DEVELOPER** and **WITNESSES** after knowing the purpose and meaning of this Deed, made over and read over to them by the witnesses in their another tongue and after satisfaction put their signatures in good health and open mind on 1st of May, 2018.

WITNESSES:-

Subhendra Roy -

SIGNATURE OF THE OWNER

For GHAR HOUSING LLP

Bishwanath Ghosh
Partner

SEAL & SIGNATURE OF THE DEVELOPER.

1. *Ratan Pal*
Advocate
High Court
Calcutta

2. *Kamjitpal*
Gold Post office
Street K. 1-1

Drafted by me

Ratan Pal

Ratan Pal

Advocate

High Court, Calcutta

Enrol No. WB/675/1992.

Subhendra Roy

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

19-201819-024028105-1
19/05/2018 22:23:52
523686106

Payment Mode Online Payment

Bank : HDFC Bank
BRN Date: 19/05/2018 00:00:00

DEPOSITOR'S DETAILS

Id No. : 19031000133507/6/2018
(Dues No./Dues Year)

Name : Ratan Pal
Contact No. : 08697893055 Mobile No. : +91 8697893055
E-mail :
Address : 6 Old Post office street, Kolkata 700001
Applicant Name : Mr Ratan Pal
Office Name :
Office Address :
Status of Depositor : Advocate
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 6



PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	19031000133507/6/2018	Property Registration - Stamp duty	0030-02-103-003-02	10070
2	19031000133507/6/2018	Property Registration - Registration Fee	0030-03-104-001-15	112
Total				10182

In Words : Rupees Ten Thousand One Hundred Eighty Two only



Bishwanath Sharma

आयकर विभाग
INCOME TAX DEPARTMENT
GHAR HOUSING LLP



भारत सरकार
GOVT. OF INDIA



16/08/2016
Permanent Account Number
AAQFG0128F

00000016

Bhikraj Singh

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
AAIPR4914L



नाम / NAME
SUBHENDU ROY

पिता का नाम / FATHER'S NAME
BIMALENDU ROY

जन्म तिथि / DATE OF BIRTH
29-08-1951

हस्ताक्षर / SIGNATURE

आयकर आयुक्त, (व्यंज. उप. ज. संच.)
COMMISSIONER OF INCOME-TAX (C.O.J. KOLKATA)

इस कार्ड के खो / गिरा जाने पर कृपया जारी करने
वाले प्राधिकारी को सूचित / बतान कर दें
संयुक्त आयकर आयुक्त (सिस्टम एवं तकनीकी),
पी-7,
श्रीरंगी स्क्वायर,
कलकत्ता - 700 068.

In case this card is lost/ found, kindly inform/ return to
the issuing authority :
Joint Commissioner of Income-tax (Systems & Technical),
P-7,
Chowringhee Square,
Calcutta - 700 068.

ভাৰতৰ নিৰ্বাচন কমিশ্বন
পৰিচয় পত্ৰ
ELECTION COMMISSION OF INDIA
IDENTITY CARD

FKH2181279



নিৰ্বাচকৰ নাম : বিহনান গাৰ

Elector's Name : Bivanath Gar

পিতাৰ নাম : ভৃগুৱান গাৰ

Father's Name : Bhiguran Gar

লিঙ্গ / Sex : পুং / M

জন্ম তাৰিখ : 29/10/1965
Date of Birth

Bivanath Gar

FKH2181279

ঠিকানা:
শি.এন. মিত্ৰ লেন পৰাপুকুৰ ৭ বৰ্ধমান গাৰ
713101

Address:
G.N. Mitra Lane Parapukur 7 Bardhaman
Sadar Burdwan 713101

[Signature]

Date: 24/08/2022
২৭৭-বৰ্ধমান জিলা নিৰ্বাচন কেন্দ্ৰৰ নিৰ্বাচন নিয়ন্ত্ৰণ
পৰিচয়পত্ৰ প্ৰস্তুতকৰণ কৰুৱাৰ
Facsimile Signature of the Electoral
Registration Officer for
277-Burdwan South Constituency

বিহান গাৰৰ নামত নতুন ঠিকনাই হোৱাৰ বাবে নিৰ্বাচন
কেন্দ্ৰত এই সনাক্তকাৰণ পত্ৰত পৰিৱৰ্তনৰ প্ৰয়োজন
কৰা হৈছে।
In case of change in address insert the Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number.



भारत सरकार
GOVERNMENT OF INDIA



সুভেন্দু রায়
Subendu Roy
পিতা : বিমলেন্দু রায়
Father : BIMALENDU ROY
জন্ম বর্ষ / Year of Birth : 1951
পুরুষ / Male



4192 1135 1762

আধার - সাধারণ মানুষের অধিকার



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
১৩৬/১, বি.কে.পাল এভিনিউ,
হাটখোলা এম.ও, কোলকাতা,
পশ্চিমবঙ্গ, ৭০০০০৫

Address:
136/1, B.K.PAUL avenue,
Hatkhola S.O, Hatkhola,
Kolkata, West Bengal,
700005



1947
1800-120-1947



help@uidai.gov.in



www.uidai.gov.in



P.O. Box No.1947,
Bangalore-560 001

SPECIMEN FORM FOR TEN FINGER PRINTS



Subhendra Roy

	Little	Ring	Middle	Fore	Thumb
--	--------	------	--------	------	-------

(Left Hand)

	Thumb	Fore	Middle	Ring	Little
--	-------	------	--------	------	--------

(Right Hand)



Dipankar Shaw

	Little	Ring	Middle	Fore	Thumb
--	--------	------	--------	------	-------

(Left Hand)

	Thumb	Fore	Middle	Ring	Little
--	-------	------	--------	------	--------

(Right Hand)

PHOTO

	Little	Ring	Middle	Fore	Thumb
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(Left Hand)

	Thumb	Fore	Middle	Ring	Little
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(Right Hand)

Major Information of the Deed



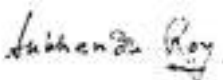
	I-1903-01232/2018	Date of Registration	22/05/2018
Deed No / Year	1903-1000133507/2018	Office where deed is registered	
Execution Date	15/05/2018 5:05:53 PM	A.R.A. : III KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Ratan Pal Hare St, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8797893055, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction Agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 92,20,004/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 10,120/- (Article:48(g))	Rs. 112/- (Article:E, E, E, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Burdwan, P.S:- Barddhaman, Municipality: BURDWAN, Road: N.D. Kayem Road, Mouza: Burdwan

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-10349		Bastu	Bastu	7 Katha 10 Chatak 42 Sq Ft	1/-	92,20,004/-	Property is on Road
Grand Total :					12.6775Dec	1/-	92,20,004 /-	



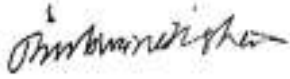
Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature			
	Name	Photo	Fingerprint	Signature
1	Mr Subhendu Roy Son of Late Bimalendu Roy Executed by: Self, Date of Execution: 22/05/2018 , Admitted by: Self, Date of Admission: 22/05/2018 ,Place : Office			
		22/05/2018	LTI 22/05/2018	22/05/2018
136/1, B K Pal Avenue, P.O:- Hatkhola, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700005 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, PAN No.:: AAIPR4914L, Status :Individual, Executed by: Self, Date of Execution: 22/05/2018 , Admitted by: Self, Date of Admission: 22/05/2018 ,Place : Office				

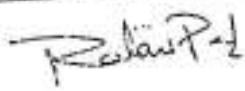
Representative Details :

GHAR HOUSING LLP
 227 B T Road, P.O:- Baranagar, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700036 .
 PAN No.:: AAQFG0128F, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
A 1	Name	Photo	Finger Print	Signature
	Mr Bishwanath Ghar (Presentant) Son of Late Bhriguram Ghar Date of Execution - 22/05/2018, , Admitted by: Self, Date of Admission: 22/05/2018, Place of Admission of Execution: Office	 <small>May 22 2018 3:15PM</small>	 <small>LTI 22/05/2018</small>	 <small>22/05/2018</small>
Rose Villa, P.O:- Burdwan, P.S:- Burdwan, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHGPG5523P Status : Representative, Representative of : GHAR HOUSING LLP (as Partner)				

Identifier Details :

Name & address	
Mr Ratan Pal Son of Late L C Pal High Court Cal, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr Subhendu Roy, Mr Bishwanath Ghar	 <small>22/05/2018</small>
	

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Subhendu Roy	GHAR HOUSING LLP-12.6775 Dec

Major Information of the Deed :- I-1903-01232/2018-22/05/2018

22-05-2018
Certificate of Market Value(WB PUVI rules of 2001)
certified that the market value of this property which is the subject matter of the deed has been assessed at Rs
22,20,004/-



Malay Kanti Das
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

On 22-05-2018

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

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

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

Presented for registration at 12:29 hrs on 22-05-2018, at the Office of the A.R.A. - III KOLKATA by Mr Bishwanath Ghar .

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

Execution is admitted on 22/05/2018 by Mr Subhendu Roy, Son of Late Bimalendu Roy, 136/1, B K Pal Avenue, P.O: Hatkhola, Thana: Burtola, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700005, by caste Hindu, by Profession Advocate

Identified by Mr Ratan Pal, , Son of Late L C Pal, High Court Cal, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 22-05-2018 by Mr Bishwanath Ghar, Partner, GHAR HOUSING LLP, 227 B T Road; P.O:- Baranagar, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700036

Identified by Mr Ratan Pal, , Son of Late L C Pal, High Court Cal, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 112/- (E = Rs 28/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 112/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 19/05/2018 12:00AM with Govt. Ref. No: 192018190240281051 on 19-05-2018, Amount Rs: 112/-, Bank:
HDFC Bank (HDFC0000014), Ref. No. 523686106 on 19-05-2018, Head of Account 0030-03-104-001-16

Stamp Duty
that required Stamp Duty payable for this document is Rs. 10,070/- and Stamp Duty paid by Stamp Rs 50/- by
Rs 10,070/-
Stamp
Stamp: Type: Impressed, Serial no 14492, Amount: Rs.50/-, Date of Purchase: 10/05/2018, Vendor name: Anjushree
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 19/05/2018 12:00AM with Govt. Ref. No: 192018190240281051 on 19-05-2018, Amount Rs: 10,070/-,
Bank: HDFC Bank (HDFC0000014), Ref. No. 523686106 on 19-05-2018, Head of Account 0030-02-103-003-02

Malay Kanti Das
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

19/05/2018
10:00 AM

ate of Registration under section 60 and Rule 69.
tered in Book - I

ume number 1903-2018, Page from 52321 to 52395
eing No 190301232 for the year 2018.



Digitally signed by MALAY KANTI DAS
Date: 2018.05.24 12:47:35 +05:30
Reason: Digital Signing of Deed.

(Malay Kanti Das) 5/24/2018 12:47:09 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.

(This document is digitally signed.)