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2 7 SEP 2019

THIS DEVELOPER AGREEMENT IS MADE AT BURDWAN BETWEEN

SMT. LILARANI GHOSH wife of Late Nani Gopal Ghosh, by nationality Indian, by faith Hindu, by occupation House-wife, resident of 5 No. Ichlabad, P.O. Sripally, P.S. Bardhaman Sadar, Dist.- Purba Bardhaman, West Bengal - 713103, (Pan Card No. BDKPG4584P) [Aadhaar-7735 0931 7115], hereinafter called the OWNERS (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives, assigns, nominee or nominees) of the FIRST PART.

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"OM CONSTRUCTION" (Pan Card No. AAGFO0167Q) having its registered office at Flat No. 4/C, Srijan Pearl, Jotram, P.O. Jotram, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, West Bengal - 713101

represented by its Managing Partner namely -

SRI SUBHAS KUMAR GOON (Pan Card No. AEKPG7919J) S/o Late Bibhuti Bhusan Goon, nationality Indian, by faith Hindu, by profession Business, resident of Flat No. 4/C, Srijan Pearl, Alisha, G. T. Road (near Alisha Police Camp), Jotram, P.O. Jotram, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, West Bengal -713101,

herein after called the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the Partners for the time being of the said partnership firm and/or their respective heirs, executors, administrators, legal representatives, successors and assigns) of the **OTHER PART**.

WHEREAS the OWNER is absolutely seized and possessed of the property described in the "A" Schedule below and have acquired a good and absolute right title interest & possession over the "A" schedule property.

AND WHEREAS the entire schedule plot was belonged to Mohendranath Rajak, whoes name was duly recorded in the C.S.R.O.R. being Khatian No. 474 of mouza lchlabad to the extent of sixteen annas share.

AND WHEREAS after the demised of Mohendranath Rajak, his sixteen annas share over the schedule mentioned property was devolved upon his son Trailakhanath Rajak, whoes name was duly recorded in the R.S.R.O.R. being Khatian No. 474 of mouza Ichlabad.

AND WHEREAS the said Trailakhanath Rajak executed a will being no. 8 registered at the office of Burdwan Sadar S.R.O. dated 20/06/1956. That as per averment of the said will, his wife Umabala Dasi would be the owner as life interest of the said schedule mentioned property and after her demised, his two sons Bhutnath Rajak & Dibakar Rajak @ Sastidas Rajak would be absolute owners of the entire schedule property. But the said Will was not probated before any Court of Law.

AND WHEREAS the said Umarani Dasi, Bhutnath Rajak & Dibakar Rajak @ Sastidas Rajak as legal heirs of Trailakhanath Rajak, transferred the entire "A" schedule plot in favour of Lilarani Ghosh by dint of a registered Deed of Sale being no. 3473 for 1970 of D.S.R. Burdwan. Be it mentioned here that the said Lilarani Ghosh specifically transferred 3249 Square Feet of land in respect of schedule mentioned plot by dint of a registered Deed of Gift being no. 1065 for 2005 registered at the office of A.D.S.R. Burdwan in favour of Rupam Ghosh. That the said Lilarani

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Ghosh again specifically transferred 1659 Square Feet of land in respect of schedule mentioned plot by dint of a registered Deed of Gift being no. 1076 for 2013 registered at the office of A.D.S.R. Burdwan in favour of Sourav Ghosh. Presently the OWNER Lilarani Ghosh has only 4758 Square Feet of Land i.e. "A" schedule property and the present OWNER being owner & possessor of the "A" schedule property has mutated her names in the office of B.L.& L.R.O. Burdwan and also in the office of Burdwan Municipality and their name is duly recorded in the L.R.R.O.R. being Khatian no. 1335 of Mouza Ichlabad and she is enjoying the "A" schedule property as rightful owner by paying revenues & taxes to the competent authorities.

AND WHEREAS the said present OWNER desirous of construction of multistoried residential building containing several self contained Flats/Parkings etc over the "A" schedule property. But for want of time, experience and fund they are unable to proceed with such multi-storied residential building project.

AND WHEREAS the OWNER is in need of an firm/person/company, who will take up the project and will compete the same by taking all sorts of steps for developing the "A" schedule property and also for construction of the proposed multistoried residential building project by providing own funds.

AND WHEREAS the DEVELOPER FIRM engages in civil construction and development of immovable properties. The OWNERS approach the DEVELOPER FIRM represented by its Managing Partner to take up the project and complete the same by providing fund from its own source.

AND WHEREAS the DEVELOPER FIRM represented by its Managing Partner have agreed to take up the project for development of the said property and to construct proposed multi-storied residential building over the "A" schedule property by providing own funds.

AND WHEREAS the OWNER and DEVELOPER FIRM represented by its Managing Partner after due discussion over the modus operandi and the terms & conditions of the development, they have mutually agreed on condition that the DEVELOPER FIRM would make construction of the multi-storied residential building and with the authority and power to procure intending purchaser/purchasers of flats/units/parking spaces comprising in the proposed multi-storied residential building and would make as an agent for the intending purchaser/purchasers to be secured by the DEVELOPER FIRM and would also realize the cost of construction of the flats/units/parking spaces and common parts from the intending purchaser/purchasers directly for self and also the cost of the proportionate share of interest in the land described in the schedule "A" mentioned hereunder and as would be proportionate to each such flat/unit/parking space and common parts for and on behalf of the

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OWNER and upon receipt of such payment from the intending purchaser/purchasers the DEVELOPER FIRM shall nominate the intending purchaser/purchasers for purchase of the undivided, proportionate, impartible and indivisible share or interest in the said land as would be proportionate to each such flat/unit/parking spaces agreed to be acquired by the intending purchaser/purchasers to the said OWNER who would execute proper sale deed/conveyance deed in respect of the said undivided, impartible and indivisible interest in the land together with flats/units/parking spaces.

AND WHEREAS the aforesaid OWNER has accepted the said proposal of the DEVELOPER FIRM and he hereby agree to appoint the DEVELOPER FIRM for developing the property more fully described in the "A" schedule here under written by making construction of the proposed multi-storied residential building comprising several flats/units/parking spaces whom the DEVELOPER FIRM would procure on his/their own and such intending purchaser/purchasers shall pay consideration money to the DEVELOPER FIRM for the flats/units/car parking spaces as well as undivided proportionate and impartible share of the land out of the land described in the "A" schedule hereunder written, save and except the construction which will be allotted in favour of the OWNER after obtaining sanctioned plan from Burdwan Municipality.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE - I

<u>Definitions</u> Unless in these presents there is something in the subject of context inconsistent with.

- 1.1. PREMISES shall mean ALL THAT piece and parcel of the Bastu class of land a little more or less 4758 Square Feet comprising in C.S. R.S. Plot No. 870, L.R. Plot No. 2459, appertaining C.S. & R.S. Khatian No. 474, L.R. Khatian No. 1335, lying and situate at Mouza Ichlabad, J.L. No. 75, Ward No. 11, G. T. Road East End Mahalla, within the jurisdiction of Burdwan Municipality, A.D.S.R. Office Burdwan, P.S. Burdwan Sadar, Dist. Purba Bardhaman, in the State of West Bengal 713103.
- 1.2 OWNER shall means SMT. LILARANI GHOSH wife of Late Nani Gopal Ghosh, by nationality Indian, by faith Hindu, by occupation House-wife, resident of 5 No. Ichlabad, P.O. Sripally, P.S. Bardhaman Sadar, Dist.- Purba Bardhaman, West Bengal 713103 (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives, assigns, nominee or nominees)

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- 1.3 **DEVELOPER** shall means "OM CONSTRUCTION" having its registered office at Flat No. 4/C, Srijan Pearl, Jotram, P.O. Jotram, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, West Bengal - 713101 represented by its Managing Partner namely - SRI SUBHAS KUMAR GOON S/o Late Bibhuti Bhusan Goon, nationality Indian, by faith Hindu, by profession Business, resident of Flat No. 4/C, Srijan Pearl, Alisha, G. T. Road (near Alisha Police Camp), Jotram, P.O. Jotram, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, West Bengal - 713101, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the Partners for the time being of the said partnership firm and/or their respective heirs, executors, administrators, legal representatives, successors and assigns)
 - 1.4 BUILDING shall mean proposed multi-storied residential building to be constructed over the "A" schedule property with such necessary additional structures in accordance with the plan/plans to be sanctioned by Burdwan Municipality and other authorities for construction of flats/units/car parking spaces over the "A" schedule property.
 - 1.5 ARCHITECT shall mean any technically experienced qualified person/ persons of the firm to be appointed by the Developer as Architect for construction of multi-storied residential building to be constructed over the "A" schedule.
 - BUILDING PLAN shall mean the plan/drawings of the proposed multi-storied 1.6 residential building to be prepared by the Architect and submitted (subject to the approval of the Owner) to the competent authorities for construction of the proposed multi-storied residential building over the "A" schedule property with such variation or modification and/or alteration as may be mutually agreed upon between the parties and duly sanctioned by the authorities concerned.
 - COMMON FACILITIES/PORTIONS shall includes paths, passages, lift, roofs, 1.7 foundations, columns, beams, supports, main wall, corridors, lobbies, entrances & exits, tanks, motors, pump, lift and such other spaces and facilities whatsoever required for the establishment, location, common enjoyment, provision, management and/or maintenance of the buildings as shall be determined by the Developer and the Owner of the building or otherwise required and the Developer shall continue to manage and control all affairs until an Association or Society is formed and take charge of the same.
 - CONSTRUCTED SPACE shall mean the space in the Building available for 1.8 independent use and the occupation including the space demarcated for common facilities.

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- OWNER'S ALLOCATION shall mean and include undivided 40% of the constructed area and Covered Car Parking space of the proposed multistoried building as per sanctioned building plan issued by competent authority over the "A" schedule property TOGETHER WITH undivided proportionate share in land and common parts & facilities with sufficient modern fittings & fixtures. Be it mentioned here that the OWNER will get six Flats out of which A/1, B/1, C/1 & D/1 on the First Floor and B/4 & C/4 on the Forth Floor with proportionate covered car parking space on the Ground Floor of the proposed multi-storied residential building and the rest share of her allotted constructed area will be adjusted by money. Be it further mentioned here that if any deviation occurs then the same will be mutually adjusted by executing separate supplementary agreement.
- 1.10 DEVELOPER'S ALLOCATION shall mean excepting the Owner's area, the remaining 60% of the Flat Area as well as covered Car Parking space on the Ground Floor of the proposed multi-storied residential building to be constructed over the "A" schedule property as per sanctioned building plan issued by Burdwan Municipality over the "A" schedule property TOGETHER WITH undivided proportionate share in the common parts and facilities and the same shall be constructed with sufficient modern fittings and fixtures subject to sanction of total F.A.R.
- 1.11 SALEABLE SPACE means, except the Owners' 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 COVERED AREA shall mean the plinth area of the said 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 units/flats/parking space then one half of the area under such wall shall be included in each Unit/Flat.
- 1.13 UNDIVIDED SHARE shall mean the undivided proportionate share in the land attributable to the each flat/unit/parking space comprised in the said property and the common portions held by and/or here in agreed to be sold to the respective purchaser/s and also wherever the context permits.
- 1.14 TRANSFEREE shall mean the person to whom any may space in the building has been transferred or is proposed to be transferred.
- 1.15 TRANSFER with its grammatical, variations shall mean and include transfer by possession and by other means adopted for effecting what is understood

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as a transfer of space in multi-storied building to purchaser/s thereof and will include the meaning of the said terms as defined in the Income TaxAct, 1961 and the Transfer of property Act.

- 1.16 <u>CO OWNER</u> shall according to its context mean and include all persons who acquire or agree to acquire Units/Flats/Parking Spaces in the Building, including the Developer for the Units/Flats/Parking Spaces not alienated or agreed to be alienated.
- 1.17 <u>COMMON EXPENSES</u> shall include all expenses to be incurred by the co-owners for the maintenance, management and upkeep of the building over the schedule property for common purposes.
- 1.18 COMMON FACILITIES AND AMENITIES shall mean the Corridors, Ways, Stair, Stair Passage Ways, Drive Ways, Lift, Roof, Pump, Tube well Under ground and Overhead tank, Meter Room Space, Septic Tank, Boundary Wall and other facilities which may be mutually agreed upon between the parties and required for the establishment, location enjoyment, maintenance and/or management of the Building in common.
- 1.19 COMMON PURPOSES shall mean the purpose of managing and maintaining the building over the schedule property 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 owners relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common perorations in common.
- 1.20 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) of the built-up and/or the covered area of the Unit/Flat.
- 1.21 UNIT/FLAT shall according to the context, mean all Purchaser/Purchasers and/or intending Purchaser/Purchasers of different Unit/s/Flat/s in the Building/s and shall also include the Developer herein and the owner herein in respect of such Unit/s/Flat/s which are retained and/or not alienated and/or not agreed to be alienated of the time being.
- 1.22 <u>DEVELOPER'S ADVOCATE</u> shall mean SRI SURAJIT HAZRA of Burdwan District Judges' Court Burdwan, 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.
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ARTICLE - II

THE OWNER HAS REPRESENTED TO THE DEVELOPER AS FOLLOWS

- 2.1 That the Owner is the absolute owner of the said property and lawfully entitled to the same and no dispute or proceedings is pending in respect thereof any part or portion thereof.
- 2.2 That there is no arrear of taxes and/or other levies of impositions of the said property due and payable to any statutory authority.
- 2.3 That no proceeding for acquisition of the said property or any portion thereof is pending nor has any notice been received in respect thereof.
- 2.4 That the said land is not a Debottor or Pirottor property or Vested to the State of West Bengal.
- 2.5 That no proceeding of Income Tax Act, Weather 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.
- 2.6 That there is absolutely no impediment or bar in matter of this agreement/ understanding or sale or the said property as contemplated in these present.
- 2.7 That the said property hereunder given for development does not in any way attract the mischief of the Urban Land (Ceiling and Regulation) Act. However, in case of necessity the Owner undertake to procure and produce proper permission or No-Objection from the competent authority under the said Act.
- 2.8 The Owner shall supply all original documentary evidences in respect of the property to the Developer.
- The Owner shall extend all co-operation and take all steps lawfully & reasonably necessary for speedy construction of the said multi-storied buildings and pay all arrears of taxes and/or enhancement including penalty, interest etc. on the said property till the date of proper documentary evidence.
- 2.10 The Owner shall vacate the said property/premises on the date of execution of the present agreement.

ARTICLE - III

THE DEVELOPER FIRM ASSURANCES, REPRESENTS AND CONFIRM AS FOLLOWS

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- The Developer has vast experience relating to construction and sufficient 3.1 fund and enough competence to complete the building as per terms of this agreement within the stipulated period.
- The Developer on good faith is satisfied with regard to the Owner's title 3.2 over the schedule property according to the oral assurance and representations made by the Owner.
- In case there is any damage to the building or unforeseen situation happens to any workmen, labourers in course of construction, the Developer 3.3 will personally liable for the same and shall indemnify the Owner from all costs, consequences and damages arising thereof.
- The Owner will not be liable for any act, deeds and things on the part of the Developer regarding construction & development of the property. 3.4
- The Developer shall at its own costs and expenses apply and obtain all necessary permission certificates from all appropriate authority or 3.5 authorities as may be required for the purpose of completion of the said building in the said premises.
- The Developer shall at its own costs complete of proposed multi-storied residential building over the schedule property by amalgamating the entire 3.6 property into one holding.
 - The Developer acting on behalf of the Owner as Attorney and shall from time to time submit all further Plans and/or applications and other documents and papers with the consent of the Architect and the Owner and do all further acts, deeds and things as may be required or otherwise relevant for the purpose and/or otherwise to obtain all such clearance, sanctions, permissions and/or authorities as shall be necessary for the construction of the building expeditiously and without delay.

The applications, plans and other papers and documents referred to hereinabove shall be submitted by or in the name of the Owner. Be it mentioned here that the Developer cannot take any loan by mortgaging the "A" schedule property for the purpose of the Construction & Development. But the intending purchaser/purchasers can take loan by mortgaging his/her/their own proposed Flats/units/car parking spaces. All fees and other expenses incurred and/or to be incurred relating to the preparation of the plans by the Architect, Sanction fee charged or to be charged by the competent authority and supervision in the course of construction of the Building by the Architect shall be borne and paid by the

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Developer. All other costs and charges and expenses related to the construction of the building shall also be borne and paid by the Developer.

- The Owner shall be entitled to periodically supervise the progress of construction of the Buildings over the property.
- That the Developer has every right to amalgamate the entire property and to modify or alter the building plan and also have right to submit supplementary Building Plan for the purpose of completion of construction of the proposed multi-storied residential building over the "A" schedule property mentioned hereunder after due discussion of the Owner and if in any case any consent in writing or signature of the Owner is required for the said purpose the Owner shall sign the same and also shall co-operate in all matters in respect of getting modified sanction of Building Plan.

ARTICLE - IV

OCCUPANT

4.1 All the areas to be vacated by the Owner in all respect and give permission to the Developer for the purpose of construction of multi-storied building as per sanctioned of building plan issued by Burdwan Municipality.

ARTICLE - V

COST OF CONSTRUCTION / COMPLETION

The entire cost of construction of the building or whatsoever nature shall be borne by the Developer and such costs 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 permissions and approvals. The Owner shall not be required to contribute any amount in that regard.

The Developer shall commence construction by amalgamating the entire property as per sanctioned plan of the authority concerned. Except unavoiding circumstances the Developer shall complete the construction within Twenty Four months from the date of sanction building plan.

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ARTICLE - VI

POSSESSION AND PAYMENT

- 6.1 The Owner shall put the Developer in the exclusive possession to the said property as agreed upon.
- 6.2 That the Developer shall be entitled to collect and realize consideration money for and on behalf of the Owner from the intending purchaser/s for flats/units/parking spaces, price of the undivided proportionate and impartible share and interest in the land as would be proportionate to the Developer's allocation of the constructed area with common parts and common areas.
- 6.3 That the Developer shall be entitled to collect the price of the undivided proportionate and impartible share or interest in the said land and cost of construction so far it relates to his/their allocation.
- 6.4 The Flats will not be considered as complete unless the Developer has given notice to this effect to the flat owners and the said building shall be deemed to be completed in all regards on receipt of possession by each owners of the flats/units/car parking spaces.

ARTICLE - VII

DEVELOPER'S OBLIGATION

- 7.1 The Developer shall complete the proposed multi-storied residential building **Twenty Four** months from the date of sanction building plan, failing which the Developer shall compensate to the Owner till the completion of such building in all respect and deliver the possession of the allocation complete an all respect.
- 7.2 The Developer shall not make any deviation of sanctioned plan in construction of the said building over the "A" schedule property without consent of the Owners.
- 7.3 That before execution of the Sale Deed/s, the Draft of the same should be approved by the Owner and the Owner should be make party to convey the proportionate land of the respective Flats of the Developer's Allocation.

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ARTICLE - VIII

SPACE ALLOCATION

- That the Owner will get undivided 40% of the constructed area and Covered Car Parking space of the proposed multi-storied building as per sanctioned building plan issued by competent authority over the "A" schedule property TOGETHER WITH undivided proportionate share in land and common parts & facilities with sufficient modern fittings & fixtures. Be it mentioned here that the OWNER will get six Flats out of which A/1, B/1, C/1 & D/1 on the First Floor and B/4 & C/4 on the Forth Floor with proportionate covered car parking space on the Ground Floor of the proposed multi-storied residential building and the rest share of her allotted constructed area will be adjusted by money. Save & except the Owner's allocations, the remaining portion will be allotted in favour of the Developer. Be it further mentioned here that if any deviation occur then the same will be mutually adjusted by executing separate supplementary agreement.
- 8.2 The Owner and the Developer shall be entitled to deal with sale, transfer, grant lease and/or in any way dispose of their respective allotments and to receive, realize and collect all sale proceeds, rents, issues and profits arising there from and for which no further consent of the other party shall be required.
 - That during pendency of the work if and when the local authority permits to extend any further floor over the existing building, the ratio of the allocation of the Owner and the Developer will be same as on this day and the Owner will only be entitled to get their share either by Flat area of the extended portion over the existing building or by thethen market value for her allocation by executing separate supplementary Agreement.

ARTICLE - IX

DELIVERY OF POSSESSION

The Developer hereby agrees to give possession of the Owner's Allocation after completing the proposed multi-storied residential building in all respect within **Twenty Four** months from the date of sanction of building plan. The Developer shall not incur any liability for any delay in the delivery of possession by reason of civil commotion or for any Act of God or due to any injunction or Prohibitory of any Court or any matter relating to construction of the Building. In any of the aforesaid event, the Developer

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shall be entitled to corresponding extension of further time of 12 months from the date of withdrawal of restriction order for delivery of the said Owner's Allocation or as the case may be.

9.2 That the Owner shall execute deed/deeds in respect of the undivided share of interest on the land of such part or parts as shall be required by the Developer in favour of the Developer or its prospective Buyer/s as nominated by the Developer.

ARTICLE - X

ARCHITECTS, ENGINEERS ETC.

- That for the purpose of the development of the schedule property, the Developer shall be alone responsible to appoint Architect for the proposed building and the certificate given by the Architect regarding the materials to be used for construction, erection and completion of the building and also specification for the purpose of construction and/or workmanship and completion of the building shall be final, conclusive and binding on the parties.
- The decision of the Architect regarding the quality of the materials and also the specifications of the purpose of construction will be final, conclusive and binding on the parties.
- The Developer shall be solely liable for ensuring safety and strength of the structural, masonry, fittings & fixtures used in the construction of the building and the consequences of any deviation/breach/default in complying with any statutory/engineering requirements shall be to their account and they shall keep the Owners wholly indemnified against any claims/demands on this account.

ARTICLE-XI

INDEMNITY

The Developer shall be fully responsible for any deviation or unauthorized construction or accident or mishap while making any construction and in no event the Owner shall incur any liability in respect thereof. The Developer shall indemnify and keep indemnified the Owner against all losses, liabilities, costs or claims, actions or proceedings thus arising.

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- 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 Owners' allocation will be borne by the Owner.
- That during pendency of the project if any party dies, his/their legal heirs/ successors/administrators will be bound to obey the terms & conditions of the present agreement and will be bound to execute supplementary agreement with the other party.
- 11.4 The Owner shall not be liable to pay any Tax in respect of the Developer's Allocation and likewise the Developer shall not be liable to pay any Tax in respect of the Owner's Allocation.
- The Owner agrees and undertakes not to cause any interference or hindrances in the work of construction of the building over the schedule property and shall vacate the possession free from all sorts of encumbrances. If the Owner commit any breach of terms & conditions of the agreement, the Owner shall be bound to pay compensation & interest as per banking rate.
- The Owner shall personally bear all costs relating to the ownership of her property and if any dispute arises regarding their ownership of the property at that time the Owner will bear all costs of the suit/case/proceeding. If the Owner fails to conduct the said suit/case/proceeding at that time the Developer as Attorney Holder will conduct the same and the costs of the suit/case along with related expenses will be deducted from the share of the Owner.
- That the Owner will get undivided 40% of the constructed area and Covered Car Parking space of the proposed multi-storied building as per sanctioned building plan issued by competent authority over the "A" schedule property TOGETHER WITH undivided proportionate share in land and common parts & facilities with sufficient modern fittings & fixtures. Be it mentioned here that the OWNER will get six Flats out of which A/1, B/1, C/1 & D/1 on the First Floor and B/4 & C/4 on the Forth Floor with proportionate covered car parking space on the Ground Floor of the proposed multi-storied residential building and the rest share of her allotted constructed area will be adjusted by money. Save & except the

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Owner's allocations, the remaining portion will be allotted in favour of the Developer. Be it further mentioned here that if any deviation occurs then the same will be mutually adjusted by executing separate supplementary agreement. That if and when the local authority permits to extend any further floor over the existing building, the ratio of the allocation of the Owner and the Developer will be same as on this day and the Owner will only be entitled to get his share either by Flat area of the extended portion over the existing building or by thethen market value for his allocation by executing separate supplementary Agreement.

ARTICLE-XII

MAINTENANCE

- 12.1 The Developer shall be liable to pay and bear all current taxes, rates and other outgoing payable in respect of the property from the date of handing over possession by the Owner till the Owner's Allocation is handed over after completing the building in all respect.
- The Owner and the Developer from the date of delivery of possession of the Owner's Allocation, maintain their portion at her own costs in good condition and shall not do or suffer to be done anything in or to the said property and/or common areas and passages of the said building which may be against law or which will cause obstruction or interference to the user of such common areas.
 - That after the said building is completed and the Owner's Allocation is delivered, the Developer will form an Association with the owners & occupants of the various flats and form such Rules & Regulations as the Developer shall think fit and proper for the maintenance of the said building and the Owner shall be liable to make payment of proportionate share of the maintenance charges payable in respect thereof.
- That until such Association is formed, the Developer shall continue to remain responsible for the maintenance and rendition of the common services subject however to the Owner making payment of the proportionate share of the maintenance charges and all other outgoing payable in respect thereof.

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ARTICLE - XIII

OBLIGATIONS OF THE OWNER

- The Owner shall grant a Power of Attorney in favour of the Developer for applying to the competent authority for grant of permission to develop the said property and to construct proposed building in its place as per sanctioned plan and to make & sign all necessary applications & papers before any competent authority regarding development & amalgamation of the property, sanction of building plan, permission for water supply, electricity supply, laying down drainage and for other amenities before the Burdwan Municipality and all other statutory authorities and to appoint Architects, Contractors. Structural Engineers, Surveyors, Advocate, Agent or any other professionals as may be required for proposed the project and 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.
- The Owner shall sign and execute necessary applications, papers, deeds, documents and do all acts, deeds and things as may be required in order to legally and effectively devolve to the Developer or its nominee title to the Developer's Allocation over the schedule property and for completing the construction work of the building.
 - The Owner shall also execute Power of Attorney to empower the Developer to negotiate for sale of the proposed flats/units/car parking space and other units at the best price available allotted in favour of the Developer and to enter into an agreement for sale with the intending purchasers in the prescribed form and to execute the sale deed except the Owner's allocation 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 and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority.
 - The Owner shall also execute Power of Attorney to empower the Developer to get an association of the flat purchasers in the said new building registered under the Societies Registration Act or any other acts and for that purpose to get necessary forms, applications signed by all the purchasers of flats and other premises and to file the same with the

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Registrar and to do all other acts and things necessary for registration of the society and to obtain registration certificate and to engage any advocate or solicitor for the purpose of taking advice and for preparation and execution of documents required to be executed and to pay her fees.

- 13.5 That the Owner shall sign all papers and execute necessary documents for the purpose of completion of the proposed project.
- 13.6 The Owner shall execute Supplementary Agreement with the Developer for any further amendments, alternations or modifications, which are not possible to be stated at present.
- The Owner hereby agree and undertake not to let out, grant lease, part with possession, mortgage and/or charge the said property or any portion thereof at any time hereafter during the continuance of this agreement without the written consent of the Developer.
- The Owner hereby further agree and undertake not do any act, deed, thing whereby the Developer may be prevented from constructing the proposed building and completing the same.
- The Owner hereby further agree and undertake not to cause any interference or hindrances in the work of construction of the building over the schedule property and shall vacate the possession free from all sorts of encumbrances. If the Owner commit any breach, the Owner shall be bound to pay compensation & interest as per banking rate.
- That if and when the local authority permits to extend any further floor over the existing building, the ratio of the allocation of the Owner and the Developer will be same as on this day and the Owner will only be entitled to get his share either by Flat area of the extended portion over the existing building or by thethen market value for his allocation by executing separate supplementary Agreement.
- The Owner will personally bear all costs relating to the ownership of their property and if any dispute arises relating her ownership regarding the schedule property at that time the Owner will bear all costs of the suit/case.
- The Owner may advise the Developer regarding the qualitative perfection of the construction work. In the event the Owner has any allegations, complaints about the quality of the construction they will immediately lodged such complaint in writing before the Arbitrator nominated on consent of both the parties whose shall be final and binding upon both the parties. At

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no stage the Owner shall have any right to direct for stopping the construction or interfering into the construction work in any manner. If the Owner has no complaint at the time of construction it will be presumed that all construction up to such has been done satisfactorily and the Owner shall have no right to complain regarding construction at a subsequent stage. The Owner shall also be bound to certify the developer for having made construction at per the declared quality. If any construction work is hampered due to intervention of owners, such intervention shall be deemed to be motivated and malafide and the owners shall be liable to compensate the developer with interest for all the loss and damages.

The Developer shall have right to construct Office Room, Security Room, Generator Room (If necessary) etc. on the open space in the ground floor left beside the Owner's allocation. Such space/room may also be used personally by the Developer for any other purpose as and when necessity arises. The Owner shall not interfere or raise any objection or make any claim over such left over space or any construction made thereon by the Developer.

ARTICLE - XIV

BREACH AND CONSEQUENCE

- In the event of either party to this agreement committing breach of any of their obligations under this Agreement the aggrieved party shall be entitled to Specific performance and also to recover damages, compensation from the party committing the breach. On the other hand if the Owner fails to remove the encumbrances regarding the schedule property, the Owners will solely be responsible & liable for all financial loss & injury of the Developer.
- 14.2 If the Developer fails to commence the proposed construction within the stipulated period, the time may be extended for another twelve months subject to payment of Rs. 20,000/- per month to the Owner as damages.
- 14.3 If the Developer fails to carry-on the proposed work within the stipulated period, except by reason of civil commotion or for any Act of God or due to any injunction or Prohibitory of any Court or any matter relating to construction of the Building, the Owners shall be entitled to presume that the Developer is unwilling/unable to implement the construction project and shall be entitled to terminate this Agreement by a written notice to the

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Developer and to engage any other agency for completion of the project. The Developer shall also be liable to compensate the Owner any loss that may result to the Owner on account of such abandonment of the project work by the Developer.

ARTICLE-XV

JURISDICTION

15.1 Court at Burdwan shall have the jurisdiction to try and entertain all actions, suits and proceedings arising out of this Agreement.

THE "A" SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of the Bastu class of land a little more or less 4758 Square Feet comprising in C.S. R.S. Plot No. 870, L.R. Plot No. 2459, appertaining C.S. & R.S. Khatian No. 474, L.R. Khatian No. 1335, lying and situate at Mouza Ichlabad, J.L. No. 75, Ward No. 11, G.T. Road East End Mahalla, within the jurisdiction of Burdwan Municipality, A.D.S.R. Office Burdwan, P.S. Burdwan Sadar, Dist. Purba Bardhaman, in the State of West Bengal - 713103. The "A" schedule property is specifically demarcated in the RED color of the map annexed herewith and the same will be treated as part & parcel of the present developer Agreement.

Butted & Bounded by -

In the North: Excess Land of the OWNER

In the East : 36 Feet Chandmari Municipal Road

In the South: House of Rupam Ghosh & Sourav Ghosh

In the West : Excess Land of the OWNER

(COMMON INSTALLATIONS FOR WHICH THE PROPORTIONATE ADDITIONAL SEPARATE COSTS ARE TO BE PAID BY THE OWNERS)

Electrical installations relating to meter, transformer for receiving electricity from the Electricity Authority. Other facilities or installations, if any provided for the common use of the Unit/Flat of the premises and not covered by Section A hereinabove.

THE SPECIFICATION OF CONSTRUCTION OF THE FLATS

1. Foundation:

R.C.C. Foundation.

2. Floor

Vitrified finish.

A HOUSE AND THE WARE

(Page: 20)

3. Walls

10// Outside Wall, 5// flat to flat Partition, 3// Internal Partition,

Stair Case wall 5//

4. Doors

All doors will be Flash doors excluding toilet and kitchen which

will be PVC door

5. Kitchen

One Kitchen with Black stone cooking Slab, 2 ft. High glaze

tiles above Black stone, Sink (Black stone), One exhaust fan

hole.

6. Toilet

:

Vitrified-tiles finished flooring, Glazed tiles upto 5// height from

floor. 2 bib cock, One Shower.

7. Window

Aluminum channel glass fitting window.

8. Plumbing:

Outside pipe P.V.C., Conceal pipe P.V.C. (Water connection

pipe), P.V.C. Shower (Bathroom), Deep tube well connected to overhead water tank (for water supply to each flat) S.W. Line

with P.V.C. man hole, Septic tank R.C.C. casting.

9. Sanitary

1 Pan / Commode in each toilet.

10. Electricity:

Total Conceal wiring P.V.C. Electricity Board with Switch D.P. Box (one P.V.C. main with indicators) Ground one iron main

switch. If it is instructed by WBSEDCL for installing a transformer separately instead of direct connection with WBSEDCL, a lump sum cost of amounting Rs. 40,000/- (Forty thousand only) shall

have to be paid by each owner of the flat.

11. Interior Wall:

Wall Putty.

12. Balcony :

Vitrified-tiles finished flooring.

13. Electricity point: 20 Electric points in each Flat.

14. External Boundary wall with Gate:

Boundary wall will cover a total area with one gate.

15. Stair

Marble/Tiles finished.

The present deed has been prepared upon the stamp valued at Rs. 5,000/- (Rupees Five Thousand Only) and the rest amount of stamp value upon the assessed market value is hereby paid through e-payment.

The photos, finger prints, signatures of the parties are annexed herewith in separate sheets, which will be treated as the part of this deed.



(Page: 21)

IN WITNESS WHEREOF the parties have put their respective hands on the 27 th day of September 2019.

WITNESSES:

1. Doug Kimas Mosh So- Haraha Mash Chotorultus Andahi Si peng Bodura. AM

2. Shila-ShoSh Chanomari Rows Budwan policim Bazar Budwan

3. Dipar Ghosh. chinmoni Rem Barn Busher WICH WINGENS

SIGNATURE OF THE OWNER

OM CONSTRUCTION

Represented by Managing Partner -

SIGNATURE OF THE DEVELOPER

Read-over & explain in Bengali Sit Hazze Adv.

Drafted and Computerised

typed by me

(Surajit Hazra)

Advocate

Dist. Judges Court, Burdwan Regd. No. WB 1260 OF 2001

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SIGNATURE: Sulchas Klumovz, Goon_

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আমার আধার, আমার পরিচ্য



भारतीय विशिष्ट पहचान प्राधिकरण

ठिकानाः

नः देवलायाप, हापमावी (वास. Burdwan, Bardhaman, वर्धमान, वर्धमान, পশ্চিমবস - 713103

Address:

W/O: ननि (शामन (याम, 5 WIO Nani Gopal Ghodh, 5 NO ICHHLABAD, CHANDMARI ROAD, West Bengal - 713103

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MERA AADHAAR, MERI PEHACHAN

ब्याच्या अया तम्

आयकर विभाग INCOME TAX DEPARTMENT

भारत सरकार GOVI, OF INDIA

tधावी लेखा संख्या झार्च Pesmanent Aceptint Number Cara AAGFO0167Q

OM CONSTRUCTION

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्रमारताय ग्रिजियाच्य पत्यान प्राधिकरण क्षणकाराज्यसम्बद्धाः

Pearl 4/C, Alisha G.T. Boad, Near Alisha Police Camp, Jotram, Barddhaman, West Bengal - 713101

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help@uldal.go

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Major Information of th

Deed No:	major information	or the Deed			
Query No / Year	1-0203-07748/2019	Date of Registration	27/09/2019		
	0203-0001546572/2019	Office where deed is registered			
Query Date	24/09/2019 3:53:03 PM				
Applicant Name, Address & Other Details	SURAJIT HAZRA BURDWAN DISTRICT JUDGES	A D.S.R. BURDWAN, District: Burdwan S COURT, BURDWAN, District: Burdwan, WEST No. 8637840121, Status: Advocate			
Transaction		Additional Transaction			
[0110] Sale, Development A agreement	Agreement or Construction	[4305] Other than Immo Declaration [No of Decla than Immovable Propert Agreement : 1]	ration [1] [4300] Other		
Set Forth value		Market Value			
Rs 1/-		Rs. 99,12,515/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 10 020/- (Article 48(g))		Rs. 21/- (Article E, E, E)			
Remarks	Received Rs. 50/- (FIFTY only) area)	from the applicant for issuing	the assement slip (Urban		

District: Burdwan, P.S.- Barddhaman, Municipality: BURDWAN, Road: Chandmari Road, Mouza: Ichhlabad, , Ward No. 11 Jl No. 75, , G T ROAD EAST END Pin Code : 713103

	2450	LR 1335.	Bastu	ROR Bastu	4758 Sq Ft		Value (In Rs.) 99,12,515/-	Width of Approach Road, 36 Ft.,
L1 LR-2 (RS	1 40 40	(RS 474\0)	(B)					Adjacent to Metal Road,
	Grand				10.9038Dec	1 /-	99,12,515 /-	

Name,Address,Photo,Finger print and Signature							
Name	Photo	Finger Print	Signature				
LILARANI GHOSH (Presentant) Wife of Late NANI GOPAL GHOSH Executed by: Self, Date of Execution: 27/09/2019 Admitted by: Self, Date of Admission: 27/09/2019 Place Office	Ante :		W. W. W. W. C. P. M. S.				
. Office	27/09/2019	27/09/2019	27/09/2019				

Burdwan, West Bengal, India, PIN - 713103 Sex: Female, By Caste: Hindu, Occupation: House Executed by: Self, Date of Execution: 27/09/2019

Admitted by: Self, Date of Admission: 27/09/2019, Place: Office

Developer Details:

	oroper betails
SI No	Name,Address,Photo,Finger print and Signature
	OM CONSTRUCTION FLAT NO 4/C , SRIJAN PEARL, P.O:- JOTRAM, P.S Bardhaman Sadar, Burdwan, District-Burdwan, West Bengal, India, PIN - 713101 , PAN No.:: AAGFO0167Q, Aadhaar No Not Provided by UIDAI, Status Organization, Executed by: Representative

0	Name,Address,Photo,Finger	print and Signatu	re	
1	Name	Photo	Finger Print	Signature
	SUBHAS KUMAR GOON Son of Late BIBHUTI BHUSAN GOON Date of Execution - 27/09/2019, , Admitted by: Self, Date of Admission: 27/09/2019, Place of Admission of Execution: Office			Euchlasylina de 2000
		Sep 27 2019 1:10PM	LTI 27/09/2019	LISHA POLICE CAMP, P.O:- JOTRA

FLAT NO 4/C, SRIJAN PEARL, ALISHA, GTROAD, NEAR ALISHA POLICE CAMP, P.O. JOTTOM. P.S.- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AEKPG7919J, Aadhaar No Not Provided by UIDAI Status: Representative, Representative of: OM CONSTRUCTION (as MANAGING PARTNER)

dentifier Details :	Photo	Finger Print	Signature
ANUP KUMAR GHOSH Sen of HARADHAN GHOSH SHOTONILPUR, P.O SRIPALLY, P.S Bardhaman Sadar, Burdwan, District:- Surdwan, West Bengal, India, PIN - 13103			Proposition of Section
C-village.	27/09/2019	27/09/2019	27/09/2019

centifier Of LILARANI GHOSH, SUBHAS KUMAR GOON

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
	LILARANI GHOSH	OM CONSTRUCTION-10.9038 Dec

Land Details as per Land Record

District: Burdwan, P.S.- Barddhaman, Municipality: BURDWAN, Road: Chandmari Road, Mouza: Ichhlabad, , Ward No. 11 Jl No: 75, , G T ROAD EAST END Pin Code 713103

No Number		00de - 713103	
		Details Of Land	Owner name in English
1.1	LR Plot No - 2459, LR Khatian		as selected by Applicant
	No:- 1335	Owner नीनाबाबी (घाय, Gurdian बबीलापान (घा, Address बिज , Classification वास. Area 0.10800000 Acre.	LILARANI GHOSH

Endorsement For Deed Number: 1 - 020307748 / 2019

On 27-09-2019

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 12:12 hrs on 27-09-2019, at the Office of the A.D.S.R. BURDWAN by LILARANI GHOSH. Executant

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 99.12.515/-

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

Execution is admitted on 27/09/2019 by LILARANI GHOSH, Wife of Late NANI GOPAL GHOSH, 5 NO ICHLABAD BURDWAN, P.O. SRIPALLY, Thana: Bardhaman Sadar, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN = 713103, by caste Hindu, by Profession House wife

Indetified by ANUP KUMAR GHOSH, , , Son of HARADHAN GHOSH, CHOTONILPUR, P.O. SRIPALLY, Thana Bardhaman Sadar, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713103 by caste Hindu, by profession Others

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

Execution is admitted on 27-09-2019 by SUBHAS KUMAR GOON, MANAGING PARTNER, OM CONSTRUCTION (Others), FLAT NO 4/C, SRIJAN PEARL, P.O:- JOTRAM, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101

Indetified by ANUP KUMAR GHOSH, , , Son of HARADHAN GHOSH, CHOTONILPUR, P.O. SRIPALLY, Thana Bardhaman Sadar, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713103, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/09/2019. 8:43AM with Govt. Ref. No: 192019200079300681 on 27-09-2019, Amount Rs. 21/-, Bank State Bank of India (SBIN0000001), Ref. No. IK0AGDSTR8 on 27-09-2019, Head of Account 0030-03-104-001.16

payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 5,000/.

Description of Stamp

1 Stamp: Type: Court Fees, Amount: Rs.10/-

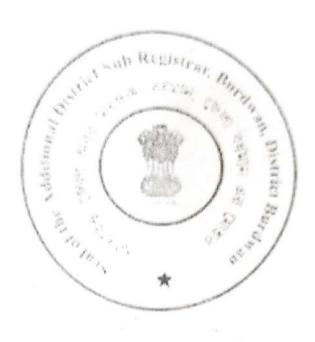
2 Stamp: Type: Impressed, Serial no 4931, Amount. Rs 5,000/-, Date of Purchase 25/09/2019. Vendor name: S. Hazra Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/09/2019. 8:43AM with Govt. Ref. No. 192019200079300681 on 27-09-2019, Amount Rs. 5,020/. Bank. State Bank of India (SBIN0000001), Ref. No. IK0AGDSTR8 on 27-09-2019, Head of Account 0030-02-103-003-02

Kaushik Bhattacharya
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BURDWAN
Burdwan, West Bengal

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egistered in Book - I Page from 175922 to 175956 eing No 020307748 for the year 2019.



Digitally signed by KAUSHIK BHATTACHARYA Date: 2019.11.13 14:19:48 +05:30 Reason: Digital Signing of Deed

Maushik Bhattacharya) 11/13/2019 2:18:31 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BURDWAN
West Bengal.



(This document is digitally signed.)