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भारतीय नैर न्यायिक INDIA NON JUDICIAL

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Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिमबङ्ग पश्चिम बङ्गाल WEST BENGAL

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Certified that the Endorsement Sheet and the Signature Sheet attached to this document are part of the document.

Sub-Registrar
LUDHIAN

31 JUL 2020

9 SEP 2020

Somen

WEBER CONSTRUCTION
Tapan Prasad
Partner

WEBER CONSTRUCTION
Dilendra Choudhary
Partner

WEBER CONSTRUCTION
Somnath Mallik
Partner

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

THIS DEED OF AGREEMENT FOR DEVELOPMENT AND/CUM
DEVELOPMENT POWER OF ATTORNEY IS MADE ON THIS 31ST DAY OF
JULY, TWO THOUSAND AND TWENTY (2020)
BETWEEN

1877 21/7/2020
WEYER Construction
Blunhwan
52004
6 JUL 2020
SRM 53



31 JUL 2020

Soumen Saha,

WEBER CONSTRUCTION

Tapan Nayak

Zubhendu Chowdhury

WEBER CONSTRUCTION

Somen Nath Mallick
Partner

SRI SOUMEN SAHA, Son of Late Dhirendranath Saha, by faith Hindu, by nationality Indian, by occupation, Business & Enjoyment of the usufructs of the property, resident of 131, Nawabdest Kayam Lane, P.O. Burdwan, P.S. Bardhaman Sadar, Dist.- Purba Bardhaman, West Bengal, Pin - 713101 PAN: AKCPS6195C; 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

M/S WEBER CONSTRUCTION, (A Partnership Firm having been incorporated under the Partnership Act, 1932) having its Office at Khalui Bill Math, 1st Lane, Post Office: Bardhaman, Bardhaman Sadar, Burdwan, District- Purba Burdwan, West Bengal, India, PIN - 713101; PAN: AADFW2214K; represented by its all Partners namely

- I. **SRI TAPAN NAYAK**, S/o Late Kalyan Kumar Nayak, by caste Hindu, by profession Business, resident of Ranisayar North, Burjibagan, Post Office: Bardhaman, P.S. Bardhaman Sadar, Burdwan, District- Purba Bardhaman, West Bengal, India, PIN - 713101; PAN: ADOPN7301E;
- II. **SRI DIBHENDU CHOWDHURY**, S/o Sri Bihutibhushan Chowdhury, by caste Hindu, by profession - Business, resident of 23 Kalna Road, Post Office: Bardhaman, Bardhaman, P.S. Bardhaman Sadar, Burdwan, District- Purba Bardhaman, West Bengal, India, PIN - 713101; PAN: AFLPC4228C; and
- III. **SRI SOMENATH MALLICK**, S/o Sri Paresh Nath Mallick by caste Hindu, by profession - Business, resident of Khalui Bill Math, 1st Lane, Post Office: Bardhaman, P.S. Bardhaman Sadar, Burdwan, District- Purba Bardhaman, West Bengal, India, PIN - 713101; PAN: ADRPN7736P; hereinafter called the **DEVELOPER** (which express or shall unless excluded its/his/their and each of its/his/their respective heirs, executors, administrators, legal representative and assigns) of the party of the **SECOND PART**.

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Tapan Nayak

WEBER CONSTRUCTION
Dibendu Choudhury
Partner

WEBER CONSTRUCTION
Sourav Mallik
Partner

- A. **WHEREAS** the OWNER is the sole and absolute owner and have absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, existing structure 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").
- B. **AND WHEREAS** the First schedule property was originally belonged to Moamothanath Saha. After his demise First Schedule property was devolved upon his four sons namely Narayan Chandra Saha, Gurupada Saha, Dinabandhu Saha & Robindra Nath Saha.
- C. **AND WHEREAS** after the demise of Narayan Chandra Saha, his share was devolved upon his wife Umarani Saha, son Dhirendranath Saha and two daughters namely Kamalarani Saha & Nonitarani Sabui.
- D. **AND WHEREAS** all the legal heirs of Moamothanath Saha i.e. Umarani Saha, Son Dhiredranath Saha and two daughters namely Kamalarani Saha, Nonitarani Sabui, Gurupada Saha, Dinabandhu Saha & Robindranath Saha made partition by dint of a registered Deed of Partition being no. 1-6526 for 1978 at D.S.R. Burdwan.
- E. **AND WHEREAS** the said Umarani Saha, Son Dhirendranath Saha and two daughters namely Kamalarani Saha, Nonitarani Sabui as FIRST PARTY got the First Schedule property by dint of the said Deed of Partition being no. 6526 for 1978 of D.S.R. Burdwan, The said Umarani Saha, Dhirendranath Saha, Kamalarani Saha, Nonitarani Sabui had 1/4th Share over the First Schedule property.
- F. **AND WHEREAS** the said Umarani Saha & Nonitarani Sabui transferred their 2/4th share over the First schedule property in favour of Dhirendranath Saha by dint of a registered Deed of Gift being no. 8228 for 1986 of Burdwan Joint S. R.O.
- G. **AND WHEREAS** the said Kamalarani Saha transferred her 1/4th Share over the First Schedule property in favour of Dhirendranath Saha by dint of a registered Deed of Gift being no. 8848 for 1986 of Burdwan Joint S.R.O.
- H. **AND WHEREAS** the said Dhirendranath Saha got sixteen anhas share over the First schedule property. After the demise of Dhirendranath Saha, his share

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over the First schedule property was devolved upon his son Soumen saha and daughter Soma Saha. They had got $\frac{1}{2}$ share over the First schedule property.

- F. AND WHEREAS** the said Soma Saha transferred her $\frac{1}{2}$ Share in respect of the First Schedule mentioned property in favour of her brother Soumen Saha by dint of a registered Deed of Gift being no. 7637 for 2012 at A.D.S.R. Burdwan.
- F. AND WHEREAS** the present OWNER Soumen Saha as rightful owner and in possession to the extent of sixteen annas share over the First Schedule property has intimated his name in the office of B.L. & L.R.O. Burdwan and also in the office of Burdwan Municipality. His name is duly recorded in the being Khatian No. 16428 of Mouza Bahirsorbomongala and he is enjoying the First schedule property as rightful owner by paying revenues & taxes to the competent authorities.
- K. AND WHEREAS** there was a large portion of land with structure thereon being the First Schedule mentioned Property which was not maintained and which was more specifically described below and due to the passage of time the existing structure became old and dilapidated and the entire property being the First Schedule mentioned property is being depreciated and damaged due to non-maintenance and thereby the OWNER has taken decision to construct multistoried residential building inclusive of Commercial Units/Flats/Residential Units/Car Parking Spaces by constructing building/s and to develop the premises which is not being looked after by the OWNER due to his 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 commercial cum residential building inclusive of Commercial Units, Flats/Residential Units and Car Parking Spaces and to develop the premises.
- L. AND WHEREAS** the OWNER in order to construct of Commercial cum Residential building comprised of Multiple Commercial Units/Flats/ Residential Units/Car Parking Spaces and to develop the premises i.e. the property which is more specifically described in the First Schedule below, initiated to execute his plan and in that regard the OWNER got their proposed plan sanction and obtained Municipal Plan being Memo No. 393/E/VII-4 dated 04/08/2018 along with the Map of Plan bearing Regd. (Encl.) No. 383 dated 25/05/2018 with the permission to construct one Ground (G) Plus (+) Six (6)

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Tapan Nayak,
Partner

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Dibendu Choudhury,
Partner

WEBER CONSTRUCTION

Soumen Saha,
Partner

Started Commercial cum Residential Building consisting of several Flats and Parking Spaces. Subsequently, after obtaining the said Plan the OWNER tried to raise the construction over the said Landed Property as specifically detailed in the Schedule herein under and they intended to initiate the process of demolition of the existing structure in order to make the said Land vacant and subsequently demolished the entire structure but the OWNER afterwards found that the process of demolition has drained huge amount of money from their pockets and for such after completion of the entire demolition they stopped the process of development instantly and realized that the OWNER neither have the capacity nor have the ability both financially and technically and also nor have any experience nor has the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with commercial cum residential building cum commercial complex cum housing complex by erecting multistoried building/buildings along with commercial cum residential building cum commercial complex cum housing complex thereon Inclusive of Commercial Units/Flats/Residential Units/Car Parking Spaces.

- M. Subsequently, after obtaining the said Plan the OWNER tried to raise the construction over the said Landed Property as specifically detailed in the First Schedule herein under with the help and aid of other Firm/Concern and the said Firm/Concern initiated the process of Development on and over the said vacant Land but the OWNER and Firm/Concern due to certain unforeseen dilemma, mutually terminated their contractual relationship and subsequently the Owner realized that if he tries to carry on the development on his own then that would be draining huge amount of money from his pocket and for such he realized 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 commercial cum residential building cum commercial complex cum housing complex by erecting multistoried commercial cum residential building/buildings along with commercial cum residential building cum commercial complex cum housing complex thereon Inclusive of Shops, Flats and Car Parking Spaces.



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N. **AND WHEREAS** the **DEVELOPER** is itself is a highly reputed 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 **DEVELOPER** to develop the First Schedule properties as mentioned below. In response to that offer the **DEVELOPER** has accepted the said Offer and decided to raise construction as per the sanctioned plan as mentioned hereinabove by virtue of a Development Agreement cum Development Power of Attorney and the said Development Agreement cum Development Power of Attorney is hereby agreed between the Parties to be executed and registered on the following terms and conditions as stated below to develop the property with a project for construction of multistoried commercial cum residential building along with commercial cum residential complex inclusive of Shops, Offices, Flats/Residential 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 multistoried building/buildings along with residential building cum commercial complex cum housing complex inclusive of Shops, Offices, Residential Flats and Car Parking Spaces to be constructed as per the Architect's drawings/documents, duly approved by the Burdwan Municipality i.e., Burdwan Municipal Authority via its sanction Plan being Burdwan Municipality Sanctioned Plan being Memo No. 393/E/VII-1 dated 09/08/2018 along with the Map of Plan bearing Regd. (Encl.) No. 383 dated 25/05/2018 in order to construct the total G+6 (Six) Storied Building comprised with Shops, Offices, Residential 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 drawings/documents, duly approved by the Burdwan Municipality i.e., Burdwan Municipal Authority via its sanction Plan or amendment or modification of Plan in order to make such changes in the proposed Multi-Storied Building

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comprised with Shops, Offices, Residential Flats and Parking Spaces which is regarded as part and parcel of the said project, within the said premises and the said building is to be constructed by the manner and way with all specifications as stated in the **Third Schedule** of this Indenture.

- 1.3 OWNER:** shall mean **SRI SOUMEN SAHA**, Son of Late Dharendra Nath Saha, by faith Hindu, by nationality Indian, by occupation, Business & Enjoyment of the usufructs of the property, resident of 131, Nawabdost Kayam Lane, P.O. Burdwan, P.S. Bardhaman Sadar, Dist.- Purba Bardhaman, West Bengal, Pin - 713101 **PAN: AKCPS6195C;** and shall include his respective heirs, executors, administrators, representatives, transferees, assignees and nominees.
- 1.4 DEVELOPER:** shall mean "M/S WEBER CONSTRUCTION" (A Partnership Firm having been incorporated under the Partnership Act, 1932) having its Office at Khalul Bill Math, 1st Lane, Post Office: Bardhaman, Bardhaman Sadar, Burdwan, District:-Purba Burdwan, West Bengal, India, PIN - 713101; **PAN. AADFW2214K;** represented by its all Partners namely
- A. **SRI TAPAN NAYAK**, S/o Late Kalyan Kumar Nayak, by caste Hindu, by profession Business, resident of Ranisayar North, Burdighagan, Post Office: Bardhaman, P.S. Bardhaman Sadar, Burdwan, District:-Purba Bardhaman, West Bengal, India, PIN - 713101; **PAN: ADOPN7301E;**
- B. **SRI DIBHENDU CHOWDHURY**, S/o Sri Bibhutibhusan Chowdhury, by caste Hindu, by profession - Business, resident of 23 Kalna Road, Post Office: Bardhaman, Bardhaman, P.S. Bardhaman Sadar, Burdwan,

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District-Purba Bardhaman, West Bengal, India, PIN - 713101; PAN: AFLPC4228C; and

C. **SRI SOMENATH MALLICK**, S/o Sri Paresh Nath Mallick, by caste Hindu, by profession - Business, resident of Khalui Bill Math, 1st Lane, Post Office: Bardhaman, P.S. Bardhaman Sadar, Burdwan, District-Purba Bardhaman, West Bengal, India, PIN - 713101; PAN: ADRPM7736P; and shall include its respective legal heirs, successors, officers, managers, executors, administrators, representatives, transferees, assignees and nominees.

- 1.5 **COMMON FACILITIES:** shall include corridors, hall ways, drive ways, lifts, stairways, landings, water reservoir, pump room, passage-ways, drive-ways, generator space/room, community room, meter room, transformer, electrical sub-station and other spaces and facilities, whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the building/buildings and/or common facilities or any of them thereon as the case may be as stated in details in the **Fourth Schedule** of this Indenture.
- 1.6 **OWNER'S ALLOCATION:** shall mean the absolute right of the OWNER in regard to their respective share and amount of land as agreed upon to be developed by virtue of this agreement and in that regard the allocation of the OWNER will be 40% of the proposed building/buildings being the residential building cum commercial complex cum housing complex in relation to the construction according to the sanctioned plan of the Burdwan Municipality i.e. Memo No. 393/E/VII-4 dated 09/08/2018 along with the Map of Plan bearing Regd. (Encl.) No. 303 dated 25/05/2018 in order to construct the total G+6 (Six) Storied Building comprised with Shops, Offices, Residential Flats and Parking Spaces as per their respective share over land more specifically mentioned in the Schedule, i.e. the OWNER will altogether obtain the entitlement of the 40% in respect of the entire proposed building which they will retain and such shall compute and shall be limited to 40% allocation in the Parking Space Area on the Ground Floor of the said Building and 7 (Seven) Flats whereas out of the said allocation of Flats, amongst the all

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OWNER, the OWNER will obtain and retain the entire 5th (Fifth) Floor which as per the Plan would have been consisting of 4 (Four) Flats being Flat No. 5A, 5B, 5C and 5D and the OWNER will also obtain Flat No. 4A on the 4th (Fourth) Floor and the OWNER will also obtain Flat No. 1C and 1D on the 1st (First) Floor and the location and position of the said Flats has been depicted and described in the sanctioned plan of the Burdwan Municipality i.e., Memo No. 393/E/VII-4 dated 09/08/2018 along with the Map of Plan bearing Regd. (Encl.) No. 383 dated 25/05/2018 of the said Proposed multistoried Flat Building and along with the said aforesaid Flats the present OWNER will also obtain and retain 40% allocation in the Parking Space Area on the Ground Floor of the said Building and since OWNER has obtained Consideration Amount of Rs. 16,00,000/- (Rupees Sixteen Lakhs Only) from the DEVELOPER, the said OWNER will not be entitled to get and retain the any excess Constructed Spaces in respect of rest portion of the Building and the OWNER shall also not be entitled to retain and keep any area and allocation and allotment in the any other floor of the G+6 (Six) Storied Building but the DEVELOPER will have unfettered right to transfer cum sale cum convey the said rest portion in respect of the entire constructed space in the G+6 (Six) Storied Residential Building along with the entire DEVELOPER'S ALLOCATION in favour of any third person and for such the OWNER hereby unconditionally allows and empowers as well as authorize the Developer to sell the said rest portion except his allocated 40% allotment in respect of the said Proposed multi-storied Residential Building consisting of several Flats and Parking Spaces along with the entire DEVELOPER'S ALLOCATION in favour of any third person and the same is to be sold by the DEVELOPER in order to make adjustment of the forwarded consideration amount which is detailed in the Second Schedule of this Deed and for the such calculation, the OWNER is entitled to get 40% allocation in the Parking Space Area on the Ground Floor of the said Building and 7 (Seven) Flats in the said Proposed multi-storied Residential Building consisting of several Flats and Parking Spaces which is scheduled for construction according to the sanctioned plan of the Burdwan Municipality i.e., Memo No. 393/E/VII-4 dated 09/08/2018 along with the

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Map of Plan bearing Regd. (Encl.) No. 383 dated 25/05/2018 in order to construct the total G+6 (Six) Storied Building comprised with Shops, Offices, Residential Flats and Parking Spaces.

1.7 DEVELOPER'S ALLOCATION:

1.7.1 Shall mean the absolute right of the DEVELOPER in regard to 60% of the Total constructed portion of the proposed building/buildings being the residential building cum commercial complex cum housing complex in relation to the construction according to the sanctioned plan of the Burdwan Municipality i.e. Memo No. 393/E/VII-4 dated 09/08/2018 along with the Map of Plan bearing Regd. (Encl.) No. 383 dated 25/05/2018 in order to construct the total G+6 (Six) Storied Building comprised with Shops, Offices, Residential Flats and Parking Spaces in order to construct Multi-Storied Building comprised with Shops, Offices, Residential Flats and Parking Spaces as per their respective share over the entire **First Schedule** mentioned property including Car Parking/Garages and Shops, Offices, Residential Flats and Parking Spaces in all the floors **EXCEPT** the portion defined in the OWNER'S RETAINABLE ALLOCATION but shall have the right to sale the rest portion of Owner's Allocation to any prospective purchasers out of the remaining allocated portion of the Owner in order to make adjustment of the forwarded consideration money and the DEVELOPER will also get the entire DEVELOPER'S ALLOCATION in all other Floors 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, retain and also to sell the entire allocation of its as defined hereinabove.

1.7.2 Roof area which shall be the roof/roofs directly above the flat/flats and/or room/rooms including every right over the roof will be allotted in favour of the OWNER and DEVELOPER jointly; during the tenure of this Agreement, if the DEVELOPER obtains any further permission by way of Burdwan Municipality Sanctioned Plan or amendment or modification to make the said Roof Habitable and Usable, then the DEVELOPER may make such addition and modification and alteration

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and construction over the said roof of the said building which is to be constructed in accordance with the said Plan and the Developer shall have its allocation of 60% and the OWNER shall have their allocation of 40% inclusive of all right, title and interest in respect of such construction which means that the DEVELOPER will get and obtain 60% allocation and the OWNER will get and obtain 40% allocation from that particular construction and but the OWNER will directly not sale the said usable construction or will not directly do any documentation or will not execute any document and agreement for Sale and all such work will be done by them and the Developer jointly and the OWNER will take the Monetary Consideration in lieu of their shares from the said transaction.

- 1.7.3 Ground Floor Area and the Under Ground Floor Area which shall be the will be allotted in favour of the DEVELOPER and the OWNER jointly; 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 Ground Floor Area and the Under Ground Floor Area of the said building which is to be constructed in accordance with the said Plan then the DEVELOPER shall have its allocation of 60% inclusive of all right, title and interest in respect of such construction and the OWNER shall have their allocation of 40% inclusive of all right, title and interest in respect of such construction which means that the OWNER will get and obtain 40% allocation and the Developer will get and obtain 60% allocation from that particular floor or/and new construction but the OWNER will sale out the said allocated portion of 40% through the Developer in favour of the prospective purchasers along with the Allocation of the Developer and will simply take the share in the consideration amount and the OWNER will directly not sale the said area or will not directly do any documentation or will not execute any document and agreement for Sale and all such work will be done by their Power of Attorney Holder being the Developer on their behalf and the OWNER will take the Monetary Consideration in lieu of their shares from



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

- 1.8 **ARCHITECT:** shall mean any person or persons firm or firms appointed or nominated by the DEVELOPER as the Architect of the building at its/his own cost and sole responsibility, subject to approval of the owner.
- 1.9 **BUILDING PLAN:** shall mean the Burdwan Municipality Sanctioned Plan being Memo No. 393/E/VII-4 dated 09/08/2018 along with the Map of Plan bearing Regd. (Encl.) No. 333 dated 25/05/2018 in order to construct the total G+6 (Six) Storied Building comprised with Shops, Offices, Residential Flats and Parking Spaces 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 Municipal Authority in order to construct Multi-Storied Building i.e., G (Ground) + (Plus) VI (Six) Storied Building comprised with Shops, Offices, Residential Flats and Parking Spaces and shall include any amendments thereto or modifications thereof made or caused by the DEVELOPER which is duly sanctioned by the Burdwan Municipal Authority i.e., Burdwan Municipality.
- 1.10 **CONSTRUCTED SPACE:** shall mean the space in the G (Ground) + (Plus) VI (Six) Storied Building comprised with Shops, Offices, Residential Flats and Parking Spaces 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.



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Dishendra Choudhary
Partner

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Somnath Sahas
Partner

- 1.12 **CARPET AREA:** means the net usable floor area of an office or shop or 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 office or shop or flat or apartment.
- 1.13 **COVERED AREA:** shall mean the Plinth area of the said Residential Unit/ Flat/Commercial Unit/Office/Shops 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 as well as Commercial Unit / Flats /Shops / Offices then one - half of the area under such wall shall be included in each Residential Unit / Flat / Commercial Unit / Offices / Shops.
- 1.14 **UNDIVIDED SHARE:** shall mean the undivided proportionate share in the land attributable to the each Shops/Offices and Commercial Units / each Flat and Residential Unit / Parking Space comprised in the said Holding and the common portions held by and / or here in agreed to be sold to the respective Purchaser and also wherever the context permits.
- 1.15 **CO - OWNER:** shall according to its context mean and include all persons who acquire or agree to acquire Commercial Unit/Shops/Offices and Residential Unit/Flat/Parking space in the Building, including the Developer for the Commercial Unit/ Shops/Offices and Residential Unit/Flats/Parking Spaces not alienated or agreed to be alienated.
- 1.16 **OFFICE/SHOP/FLAT/UNIT:** shall mean the Commercial Unit/ Shop/Offices and Residential Unit/flats 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 Commercial Unit/ Shop/Offices and Residential Unit/flats in the Building/s and shall also include the Developer herein and the Owner herein in respect of such Commercial Unit/ Shop/Offices and Residential Unit/flats which are retained and/or not alienated and/or not agreed to be alienated of the time being.



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WEBER CONSTRUCTION
Dishant Choudhary

WEBER CONSTRUCTION
Somnath Mallik

- 1.17 **COMMON EXPENSES:** shall include all expenses to be incurred by the Co-owner for the maintenance, management and upkeep of the building in the said Holding for common purposes and also the charges to installation of Electricity.
- 1.18 **COMMON PURPOSES:** shall mean the purpose of managing and maintaining the building of the said Holding and in particular the common portions, collection and disbursement of common expenses for common portion and dealing with the matter of common interest of the Co-Owner relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common portions 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) (More or Less) over the built-up and/or the covered area of the Unit/Flat i.e. Residential Unit and Shall mean in context to a Commercial Unit/Shop/Office as the area of a Commercial Unit/Shop/Office computed by adding an agreed average but variable percentage between 25% (Twenty Five Percent) (More or Less) to 40% (Forty Percent) (More or Less) over the built-up and/or the covered area of the Commercial Unit/Shop/Office depending on the location and preferential and suitable side and such will be used and utilized only for the registration purpose in order to pay the Stamp Duty and Registration Fees to the Government of West Bengal as per its standing rules and regulations. Be it mentioned here that during the continuation of this Agreement if any new Rules in respect of any Law relating to Development and Real Estate including the WBHR 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 any Advocate appointed by the DEVELOPER who shall prepare all legal documentations regarding the development, construction, building, promotion and erection and sale, transfer, grant, conveyance, demise, devise and provide of the premise, its



Sameer Sahas
 Japan Nippon
 WFOE (Sole) IN CHARGE
 Dikanda Choudhary
 WEBER CONSTRUCTION
 Sameer Sahas

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 purchasers thereof although the same may not amount to a transfer in law.
- 1.22 **TRANSFEREE/INTENDING PURCHASER:** shall mean a person or persons to whom any space in the building/s has been transferred by the DEVELOPER including the rights of transfer to the fullest extent of the DEVELOPERS ALLOCATION and the OWNER'S ALLOCATION or any space in the building/s including the rights of transfer to the extent of the entire 100% share as defined and described in the Clause No. 1.6 and 1.7.
- 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 are 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.
- 2.3 That the DEVELOPER has borne the cost of demolishing, dismantling, disintegrating and dissolving the existing construction and has taken the possession of the vacant land in favour of them i.e., DEVELOPER provided that all the debris and rubbish has been retained by the DEVELOPER and has



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Tapan Nayak,
Partner

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Dibhendhu Chowdhury
Partner

WEBER CONSTRUCTION
Somen Mallik
Partner

been decided as the property of the DEVELOPER and the DEVELOPER has borne the cost and expense of the quarry 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 water & 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 "M/S WEBER CONSTRUCTION" (A Partnership Firm having been incorporated under the Partnership Act, 1932) having its Office at Khalui Bill Math, 1st Lane, Post Office: Bardhaman, Bardhaman Sadar, Burdwan, District:- Purba Bardwan, West Bengal, India, PIN - 713101; PAN: AADFW2224N; represented by its all Partners namely A) SRI TAPAN NAYAK, S/o Late Kalyan Kumar Nayak by caste Hindu, by profession Business, resident of Rantsayar North, Buribagan, Post Office: Bardhaman, P.S. Bardhaman Sadar, Burdwan, District:-Purba Bardhaman, West Bengal, India, PIN - 713101; PAN: ADOPN7301E; B) SRI DIBHENDU CHOWDRURY, S/o Sri Bibhutibhushan Chowdhury, by caste Hindu, by profession - Business, resident of 23 Kalna Road, Post Office: Bardhaman, Bardhaman, P.S. Bardhaman Sadar, Burdwan, District:-Purba Bardhaman, West Bengal, India, PIN - 713101; PAN: AFLPC4228G; and C) SRI SOMENATH MALLICK, S/o Sri Paresh Nath Mallik, by caste Hindu, by profession - Business, resident of Khalui Bill Math, 1st Lane, Post Office: Bardhaman, P.S. Bardhaman



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Sadar, Bardwan, District-Purba Bardhaman, West Bengal, India, PIN - 713101;
PAN: ADRPM7736P; 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 construction 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 has 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 or impositions of the said property due and payable to any statutory authority.
- 2.11 That neither any proceeding for acquisition of the said property or any portion thereof is pending nor any notice has been received in respect thereof.
- 2.12 That the said land is not a Debtor or Director 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, 1978 in respect of the said premises.
- 2.16 The OWNER hereby undertake to indemnify and keep indemnified the

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DEVELOPER from and against any and all actions, charges, suits, 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 breach of any of the said laws, 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 The DEVELOPER will be strictly barred and will have no right and/or no authority and/or no privilege to give and/or to make and/or to use and/or to keep the said property in any kind of mortgage and/or pledge and/or hypothecate and/or charge and/or concur in pledging and/or hypothecating



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Tafan Wagon
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Dibendu Choudhary
 WEBER CONSTRUCTION
Somnath Patel

and/or charging with, to or in favour of any Bank or Banks or any other financial institutions and/or individual and/or body may it be a juristic or non-juristic entity and will have no right and/or no authority and/or no privilege to execute and/or deliver any instruments and/or any deed of mortgage and/or charge and/or encumbrance, hypothecation and/or pawn and/or pledge and/or lien and/or trust receipt and/or to receive any consideration money and/or otherwise for such mortgage and/or charge and/or hypothecation and/or pawn and/or pledge and/or lien and/or the like.

ARTICLE III - COMMENCEMENT:

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 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 entod 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 make adjustment in respect of cost incurred by the DEVELOPER and the DEVELOPER will have sole right and authority and shall



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Somnath Saha

be entitled to receive the price cum consideration amount of any excess work including the additional and excess work in the Offices and Shops and 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 Owners 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 has 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 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.
- 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

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Dipendra Choudhary
Partner

WEBER CONSTRUCTION
Somnath Nathlich
Partner

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 The DEVELOPER is entitled to receive possession of the FIRST SCHEDULE mentioned property within 7 Days from the date of execution of this Deed and such possession shall be in continuance during the entire construction and selling process.
- 4.7 That if at the time of the execution of the deed the record of name of the property remains in the name of any other person except that of the OWNER or if any of the OWNER do have more than one Khatian in his/her name 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 as per the provision of WBLC Act and Rules and Doctrine of "One Man One Khatian" 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.
- 4.8 That if at the time of the execution of the deed the record of nature and character of the property remains in any nature other than as it recorded in the L.R.R.O.R then within 15 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to convert the nature and character of the property and to "Tamil" i.e. to incorporate and execute the said Conversion in the LRROR 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.
- 4.9 That if any sort of amalgamation or enamel is needed in regard to the First Schedule mentioned properties, then in that event within 15 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to amalgamate or enamel 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.
- 4.10 That if there any dispute regarding the Municipal Holding Number is present in regard to the First Schedule mentioned properties, then in that event

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Tapan N. Saha,
Partner

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Disobhan Chatterjee,
Partner

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Somenath Chatterjee,
Partner

within 15 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to rectify and obtain the proper Holding Number of the Property from the Burdwan Municipality by incorporating their names in the Records of Burdwan Municipality in respect of the Holding Mutation and Records 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 over the Photocopies of all original Title Deed and other papers and writings including the Photocopies of last paid up Municipality bills and the other Bills including Photocopies of 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 in their local custody so that the DEVELOPER or the Advocate of the DEVELOPER to make convenient inspection.
- 5.3 Subject to the provisions contained herein, the OWNER has 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 plans which has been sanctioned by the Burdwan Municipality and the OWNER through their constituted Power of Attorney holder namely "M/S WEBER CONSTRUCTION" (A Partnership Firm having been

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Tapan Nayak

WEGER CONSTRUCTION
Dibendu Choudhury
Partner

WEGER CONSTRUCTION
Somenath Mallick
Partner

(Incorporated under the Partnership Act, 1932) having its Office at Khalui Bill Math, 1st Lane, Post Office: Bardhaman, Bardhaman Sadar, Bardwan, District: Purba Bardwan, West Bengal, India, PIN - 713101; PAN: ARIPK2379J; represented by its all Partners namely A) SRI TAPAN NAYAK, S/o Late Kalyan Kumar Nayak, by caste Hindu, by profession Business, resident of Ranisayar North, Burirbagan, Post Office: Bardhaman, P.S. Bardhaman Sadar, Bardwan, District: Purba Bardhaman, West Bengal, India, PIN - 713101; PAN: ADOPN7301E; B) SRI DIBENDU CHOWDHURY, S/o Sri Bihutibhushan Chowdhury, by caste Hindu, by profession - Business, resident of 23 Kaina Road, Post Office: Bardhaman, Bardhaman, P.S. Bardhaman Sadar, Bardwan, District: Purba Bardhaman, West Bengal, India, PIN - 713101; PAN: AFLPC4228C; and C) SRI SOMENATH MALLICK, S/o Sri Parash Nath Mallick, by caste Hindu, by profession - Business, resident of Khalui Bill Math, 1st Lane, Post Office: Bardhaman, P.S. Bardhaman Sadar, Bardwan, District: Purba Bardhaman, West Bengal, India, PIN - 713101; PAN: ADRPM7736P, 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 Bardwan Municipality sanctioned plans. 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 Bardwan 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 and the entire project inclusive of selling out of all the Flats and Parking Spaces within 36 Months from the date of execution and registration of this Deed unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJOR/ FORCE MAJURE such as

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riots, flood, earthquake, act of God & other natural calamities and hindrances due to procedural delays and subject to force 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 not 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, even 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 Allocation and Portion of the Constructed Building within 36 Months from the date of execution and registration of this Deed of Development Agreement complete in all aspect along with all provision of water supply and electricity supply unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJDR/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 subject to Clause No. 6.2 and Clause 6.3 of this Agreement, if the DEVELOPER fails to carry out the project within the aforesaid time-frame and if the DEVELOPER fails to construct the proposed building within the stipulated time, then from that point of time and from that very moment only this agreement would be considered to have been terminated and frustrated without any notice and without any consent of the DEVELOPER and this Agreement along with its all ancillary and collateral power will cease and come to an end *ipso-facto* without any further document and the DEVELOPER hereby renders not to raise any objection in this regard in future either before any court and/or any other tribunal and/or any other statutory body and the OWNER will take possession over the entire property along with

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constructed building irrespective of allocated share and the DEVELOPER will be bound to vacate the premises without any objection instantly and moreover in such event the OWNER will keep and retain the entire consideration amount which was paid by the DEVELOPER in favour of the OWNER in pursuance of this Agreement and also shall take over the possession and ownership of the constructed portion of the building and by no means the DEVELOPER will have any right, title and interest to claim or ask such consideration and/or any reimbursement for the above said construction and if any claim is made then such claim will be invalid and negligible even in the eyes of law and also in all courts, forums and tribunals as well as before the Arbitrator.

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 **Third 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 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.
- 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 entitled to sell, transfer and/or otherwise deal with the OWNER'S ALLOCATION or Space i.e., the Retainable Space as per the Owner's Allocation or Space and on this regard it must be mentioned that the

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Bibek Choudhary
Partner

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Partner

necessary connections including water, electricity will be installed to the transferee from OWNER'S ALLOCATION only by the DEVELOPER where the cost and expenses of such installation must be incurred by the intending purchaser/transferee.

7.6 The common area/facilities shall be jointly owned by the OWNER and the DEVELOPER for the common use and enjoyment of owner's/developers allocation of space. Here it must be mentioned that OWNER will get and obtain 40% of the Total Constructed Portion of the proposed building/s cum commercial cum residential building complex but in respect of the aforesaid allotted share of entire 40% of the total Constructed Portion of the proposed building/s cum commercial cum residential building complex as per the sanctioned plan of the Burdwan Municipality as per his share over land more specifically mentioned in the First Schedule, i.e., the OWNER will obtain the entitlement of the 40% of the proposed building/buildings being the commercial cum residential building cum commercial complex cum housing complex in relation to the construction according to the sanctioned plan of the Burdwan Municipality i.e., Memo No. 393/E/VII-4 dated 09/08/2018 along with the Map of Plan bearing Regd. (Encl.) No. 383 dated 25/05/2018 in order to construct the total G+6 (Six) Storied Building comprised with Shops, Offices, Residential Flats and Parking Spaces as per their respective share over

393/E/VII-4 dated 09/08/2018 along with the Map of Plan bearing Regd. (Encl.) No. 383 dated 25/05/2018 in order to construct the total G+6 (Six)

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Dibhanda Choudhary
Partner

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Somendra Nath
Partner

Parking Space Area on the Ground Floor of the said Building and 7 (Seven) Flats whereas out of the said allocation of Flats, amongst the all OWNER, the OWNER will obtain and retain the entire 5th (Fifth) Floor which as per the Plan would have been consisting of 4 (Four) Flats being Flat No. 5A, 5B, 5C and 5D and the OWNER will also obtain Flat No. 4A on the 4th (Fourth) Floor and the OWNER will also obtain Flat No. 1C and 1D on the 1st (First) Floor and the location and position of the said Flats has been depicted and described in the sanctioned plan of the Burdwan Municipality i.e., Memo No. 393/B/VII-4 dated 09/08/2018 along with the Map of Plan bearing Regd. (Encl.) No. 383 dated 25/05/2018 of the said Proposed multistoried Flat Building and along with the said aforesaid Flats the present OWNER will also obtain and retain 40% allocation in the Parking Space Area on the Ground Floor of the said Building and since OWNER has obtained Consideration Amount of Rs. 16,00,000/- (Rupees Sixteen Lakhs Only) from the DEVELOPER, the said OWNER will not be entitled to get and retain the any excess Constructed Spaces in respect of rest portion of the Building and the OWNER shall also not be entitled to retain and keep any area and allocation and allotment in the any other floor of the G+6 (Six) Storied Building but the DEVELOPER will have unfettered right to transfer cum sale cum convey the said rest portion in respect of the entire constructed space in the G+6 (Six) Storied Commercial cum residential building along with the entire DEVELOPER'S ALLOCATION in favour of any third person and for such the OWNER hereby unconditionally allows and empowers as well as authorize the Developer to sell the said rest portion except his allocated 40% allotment, in respect of the said Proposed multi-storied Commercial cum residential building consisting of several Flats and Parking Spaces along with the entire DEVELOPER'S ALLOCATION in favour of any third person and the same is to be sold by the DEVELOPER in order to make adjustment of the forwarded consideration amount which is detailed in the Second Schedule of this Deed and for the such calculation, the OWNER is entitled to get 40% allocation in the Parking Space Area on the Ground Floor of the said Building and 7 (Seven) Flats in the said Proposed multi-storied Commercial cum residential building consisting of several Flats

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and Parking Spaces which is scheduled for construction according to the sanctioned plan of the Burdwan Municipality i.e. Memo No. 393/E/VII-4 dated 09/08/2018 along with the Map of Plan bearing Regd. (Encl.) No. 383 dated 25/05/2018 in order to construct the total G+6 (Six) Storied Building comprised with Shops, Offices, Residential Flats and Parking Spaces.

7.7 The DEVELOPER shall be entitled to sell or transfer or otherwise deal with the DEVELOPER'S allocated portion i.e. Total Constructed Portion along with all other areas and flats in the said Building including the remaining areas of the of the proposed building save and except the OWNER'S allocated portion i.e. 40% of the Total Constructed Portion as stated in the aforesaid Clause No. 1.7 of this Indenture which is not attached with the OWNER'S RETAINABLE ALLOCATION i.e. the aforesaid 7 (Seven) Flats and the 40% Area in the Covered Parking Space Lot in the proposed building and the DEVELOPER may let out, sale out, convey, transfer or any type of settlement in regard and respect to any Flat or Residential Unit and/or Car Parking Space/Garage with the third parties to the extent of entire constructed space i.e. the total constructed area of the all floors as stated in the aforesaid Clause No. 1.7 of this Indenture save and except the OWNER'S RETAINABLE ALLOCATION i.e. the aforesaid 7 (Seven) Flats and the 40% Area in the Covered Parking Space Lot in the proposed building 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 and for such calculation the DEVELOPER is hereby allotted to retain, hold, transfer, sale, convey and enjoy the entire G+6 (Six) Storied Building along with the entire DEVELOPER'S ALLOCATION save and except the OWNER'S RETAINABLE ALLOCATION i.e. the aforesaid 7 (Seven) Flats and the 40% Area in the Covered Parking Space Lot.

7.8 Both the OWNER and the DEVELOPER shall extend their best efforts in selling the constructed floor space at the maximum price; be it mentioned here that if the DEVELOPER fails to provide and give the aforesaid areas of the Flats which are to be allotted to the OWNER as per this Agreement and

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provides less quantum/area of the agreed area of the Flats then the DEVELOPER will be liable and duty bound to pay the said specific owner or to all the OWNER as the case may be the price of the said less area provided as per the prevailing market value as per the sale price of other flats in the same building but if the DEVELOPER allots and/or allocates any excess area/quantum of area of the said flats(s) then the OWNER individually or jointly will not be liable to pay any excess amount to the DEVELOPER.

- 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 60:40 and the Ground Floor and the Under-Ground Floor Right and Allocation will be devolved upon the DEVELOPER and OWNER jointly and together.
- 7.10 On completion of the building, but before giving possession, both the OWNER and the DEVELOPER will conduct a joint survey of the carpet area, covered/built-up area and 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'S ALLOCATION [Save and Except the said 7 (Seven) Flats and 40% Parking Space in the Total Parking Lot Area which are to be retained by the DEVELOPER to enter into any

building in future and until the OWNER agree to do so by executing and registering a New Registered Development Agreement and authorizing the

DEVELOPER by granting a New Development Power of Attorney.

ARTICLE 100 - COMMON FACILITIES

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Diandra Choudhry
Partner

WEBER CONSTRUCTION
Somers & Hallett
Partner

- 8.1 As soon as the building is completed, the DEVELOPER shall give written notice and Possession 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 possession certificate, the OWNER shall also be responsible to pay and bear and shall forthwith pay on demand to the DEVELOPER or to the flat owner's allocation or other entity/person specified hereinafter service charges for the common facilities in the building payable with respect to the OWNER'S ALLOCATION, and management of the common 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

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Tapan Niyogi

WEBER CONSTRUCTION
Dishant Choudhary
Partner

WEBER CONSTRUCTION
Somnath Mishra
Partner

premium and/or maintenance or repair, charges as the case may be.

ARTICLE IX - CONSIDERATION

- 9.1 That the OWNER are entitled to receive earnest consideration amount in lieu of certain areas from the "OWNER'S ALLOCATION" as defined in Clause 1.6 of this agreement from the DEVELOPER. The OWNER shall retain their undivided proportionate share or interest share or interest in his land of the said First Schedule mentioned property, in proportion to the area allotted to them as per OWNER'S ALLOCATION.
- 9.2 In consideration of the DEVELOPER agreeing to build and complete in all respect the OWNER'S ALLOCATION to the building at the said premises and since the OWNER hereby entitled to get the consideration amount specifically detailed in the **Second Schedule**, the OWNER who get the consideration amount are duty bound to make adjustment with the DEVELOPER in respect of the said consideration amount by allotting his proportionate share equivalent to the consideration amount in respect of the DEVELOPER at the time of booking of the parking spaces by the intending purchasers and the DEVELOPER by all virtue, in any and all consequence will be entitled to get that said share without any prejudice and the amount of total consideration amount as specified in the **Second Schedule** is adjustable at any and all time.
- 9.3 That OWNER jointly and together was entitled to get a total sum of Rs. 16,00,000/- (Rupees Sixteen Lakhs Only) and subsequently the Owner received the said agreed sum of Rs. 16,00,000/- (Rupees Sixteen Lakhs Only) [The payment process is specifically detailed in the **Second Schedule** of this Agreement] as the Earnest Consideration Amount of the Project which will be duly adjusted in favour of the DEVELOPER for realization of the said amount at the time of Booking of the Parking Spaces and also Selling Out of the Parking Spaces in respect of the other Flats and Units and Parking Spaces in the said Multi-storied Building which is detailed in the Clause No. 1.6 of this Agreement.

That the OWNER was entitled to get a sum of Rs. 16,00,000/- (Rupees Sixteen Lakhs Only) and has received the said amount [The payment

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Source Sale.

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Dibbendu Choudhary

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system is specifically detailed in the Second Schedule of this Agreement] as the Earnest Consideration Amount for Development of the entire proposed to be constructed building i.e., the G+6 (Six) Storied Commercial cum residential building save and except the retainable and agreed to be kept 7 (Seven) Residential Flats and 40% Covered Parking Space Area in the Ground Floor and the same amount will be duly adjusted in favour of the DEVELOPER for realization of the said amount at the time of Booking of the said constructed Spaces in respect of the said rest portion of the G+6 (Six) Storied Commercial cum Residential Building save and except the retainable and agreed to be kept Residential Flats and Roof Covered Parking Spaces in the Ground Floor of the OWNER as per this agreement and out of Rs. 16,00,000/- (Rupees Sixteen Lakhs Only) OWNER has already obtained and received Rs. 16,00,000/- (Rupees Sixteen Lakhs Only) from the DEVELOPER till the date of execution and registration of the this agreement in different instalments.

9.4 That in respect of the DEVELOPER'S ALLOCATION in respect of the Total Constructed Portion of the Building, the DEVELOPER shall receive the consideration price from the intending purchasers as per the agreed upon set forth consideration amount and schedule of payment, payable by the intending purchasers from the total Developer's Allocation and from the rest constructed portion of the building and that will be adjusted after receiving advance from the intending purchasers against each Shop, Office, 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 Commercial Unit, Flat/Residential Units and/or Garage/Car Parking Space at the time of Execution of the Deed of Conveyance.

ARTICLE X - TIME FOR COMPLETION:

10.1 The entire project inclusive of selling of all flats and parking spaces shall be completed within 36 months from the date of execution and registration of this Deed of Agreement for Development 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

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 Somnath Pathak Partner

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 construed 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 not be entitled to assign this agreement in favour of any Private Limited Company or a Partnership Firm or to any third party being an individual and/or juristic entity by any means.
- 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 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 as well as for any financial liability of the Developer either in his name or in the name of the present OWNER 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, any kind of boycott or strike, lock down, pandemic outbreak, procedural delay, constitutional and financial emergency and other legal emergency or any other act or commission beyond the control of the party affected thereby.
- 11.6 The DEVELOPER as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative

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Tapan Nayak.

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Dibendu Choudhury
PROJECT

WEBER CONSTRUCTION
Somnath Palit
Partner

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 require the authority of the OWNER and various applications and other documents may be required to be signed or made by the OWNER relating to which no specific provision has been made herein, the OWNER hereby authorizes the DEVELOPER to do all such acts, deeds, matters and things and undertakes, forthwith upon being required by the DEVELOPER in this behalf to execute any such additional powers or authorities as may be required by the DEVELOPER for the purpose as also undertakes to sign and execute all such additional applications and other documents as may be reasonably required for the purpose with prior approval of the OWNER and by giving prior information.
- 11.8 The DEVELOPER shall frame the rules and regulations regarding the user and rendition of common services till also the common restrictions, which have to be normally kept in the same till transfer of the ownership 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 till such period of formation of the Association/Society under the West Bengal Apartment Ownership Act, 1972 or similar such Act for the time being in force.
- 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.



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WEBER CONSTRUCTION
Tapan Nayak

WEBER CONSTRUCTION
Dibendu Choudhury

WEBER CONSTRUCTION
Somnath Saha

11.12 As and from the date of receipt of the completion certificate of the building from the Burdwan Municipality, the DEVELOPER and/or its transferees and the OWNER and/or his 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 its/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 till the date of handing over possession of the premises (for the commencement of work at the said premises) to the DEVELOPER by the OWNER.

11.15 That for the expenses in regard to preparation and registration of this present instrument, the DEVELOPER will bear the entire estimated expenses of this instrument and presently the expenses including the payable Stamp Duty as well as Legal Fees and also the Miscellaneous Fees for preparing, drafting and registering this indenture.

11.16 That the building and also Shops, Offices, Residential Flats are to be constructed as per the specification given in the Third Schedule mentioned hereunder.

ARTICLE XII - POWER OF ATTORNEY:

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



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Tajwan Nigam
 WEBER CONSTRUCTION
Dishendra Chandra
 WEBER CONSTRUCTION
Some small letters

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 to meet 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 buyer in respect of its allocated portion of the proposed multi-storeyed building on and over the First Schedule mentioned property.

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

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Tapan Nigam

WEBER CONSTRUCTION
Dibendra Choudhary
Partner

WEBER CONSTRUCTION
Soumen Saha
Partner

TO ALL TO WHOM THESE PRESENTS SHALL COME, THE OWNER, SRI SOUMEN SAHA, Son of Late Dhirendranath Saha, by faith Hindu, by nationality Indian, by occupation, Business & Enjoyment of the usufructs of the property, resident of 131, Nawabdot Kayam Lane, P.O. Burdwan, P.S. Bardhaman Sadar, Dist- Purba Bardhaman, West Bengal, Pin - 713101 PAN: AKCPS6195G SEND GREETINGS:-

WHEREAS the Executant/Executor 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 Executant/Executor of this Power of Attorney being the OWNER intended and proposed to develop the said First Schedule mentioned property construction and erecting and constructing new multi-storied building with flats and car parking spaces therein and to utilize the land to aid and support the process of construction of the multi-storied residential building inclusive of Shops, Offices Residential Flats 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, Executant/Executor 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 Executant/Executor of this Power of Attorney being the OWNER has 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 Executant/Executor of this Power of Attorney being the OWNER are hereby executing this Power of Attorney.

AND WHEREAS Executant/Executor of this Power of Attorney being the OWNER are currently unable to attend 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.

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WEBER CONSTRUCTION
Tapan Nayak
Partner

WEBER CONSTRUCTION
Dibendu Chowdhury
Partner

WEBER CONSTRUCTION
Soumen Saha
Partner

AND WHEREAS due to the physical ailments and other businesses Executant/Executor of this Power of Attorney being the OWNER frequently reside out of the town which clearly disable Executant/Executor of this Power of Attorney being the OWNER from appending their signature to various deeds, documents, consents and other instruments therefore Executant/Executor of this Power of Attorney being the OWNER appoint the DEVELOPER namely "M/S WEBER CONSTRUCTION" (A Partnership Firm having been incorporated under the Partnership Act, 1933) having its Office at Khalui Bili Math, 1st Lane, Post Office: Bardhaman, Bardhaman Sadar, Burdwan, District- Purba Bardhaman, West Bengal, India, PIN - 713101; PAN: AADFW2214K; represented by its all Partners namely A) SRI TAPAN NAYAK, S/o Late Kalyan Kumar Nayak, by caste Hindu, by profession Business, resident of Ranisayer North, Burirbagan, Post Office: Bardhaman, P.S. Bardhaman Sadar, Burdwan, District-Purba Bardhaman, West Bengal, India, PIN - 713101; PAN: ADOPN7301E; B) SRI DIBENDU CHOWDHURY, S/o Sri Dibhushan Chowdhury, by caste Hindu, by profession - Business, resident of 23 Kalnu Road, Post Office: Bardhaman, Bardhaman, P.S. Bardhaman Sadar, Burdwan, District-Purba Bardhaman, West Bengal, India, PIN - 713101; PAN: AFLPC4228Q; and C) SRI SOMEKATH MALLICK, S/o Sri Paresh Nath Mallik, by caste Hindu, by profession - Business, resident of Khalui Bili Math, 1st Lane, Post Office: Bardhaman, P.S. Bardhaman Sadar, Burdwan, District-Purba Bardhaman, West Bengal, India, PIN - 713101; PAN: ADRPM7736P; 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 Executant/Executor of this Power of Attorney being the OWNER and in the names of the Executant/Executor 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 Executant/Executor 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 NANELY: SRI SOUMEN SAHA, Son of Late Dhirendranath Saha, by faith Hindu, by nationality Indian, by occupation,

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Tapan Nayak
Partner

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Dibhenbu Chowdhury
Partner

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Somen Nath Mallik
Partner

Business & Enjoyment of the usufructs of the property, resident of 131, Nawabdost Kayam Lane, P.O. Burdwan, P.S. Bardhaman Sadar, Dist- Purba Bardhaman, West Bengal, Pin - 713101 PAN: AKCP56195C; Do hereby nominate constitute and appoint "M/S WEBER CONSTRUCTION" (A Partnership Firm having been incorporated under the Partnership Act, 1932) having its Office at Khalui Bill Math, 1st Lane, Post Office: Bardhaman, Bardhaman Sadar, Burdwan, District:- Purba Burdwan, West Bengal, India, PIN - 713101; PAN: AADFW2214K; represented by its all Partners namely A) SRI TAPAN NAYAK, S/o Late Kalyan Kumar Nayak, by caste Hindu, by profession Business, resident of Ransayar North, Baribagan, Post Office: Bardhaman, P.S. Bardhaman Sadar, Burdwan, District:-Purba Bardhaman, West Bengal, India, PIN - 713101; PAN: ADOPN7301E; B) SRI DIBHENDU CHOWDHURY, S/o Sri Bibhutibhushan Chowdhury, by caste Hindu, by profession - Business, resident of 23 Kalu Road, Post Office: Bardhaman, Bardhaman, P.S. Bardhaman Sadar, Burdwan, District:-Purba Bardhaman, West Bengal, India, PIN - 713101; PAN: AFLPC4228C; and C) SRI SOMENATH MALLICK, S/o Sri Parash Nath Mallick, by caste Hindu, by profession - Business, resident of Khalui Bill Math, 1st Lane, Post Office: Bardhaman, P.S. Bardhaman Sadar, Burdwan, District:-Purba Bardhaman, West Bengal, India, PIN - 713101; PAN: ADRPM7736P; to be his 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 his names viz.

1. To work, manage, control and supervise the management of all and administer the properties of the Executant/Executor of this Power of Attorney being the OWNER as mentioned in below.
2. To sign all letters (including the written consent of the Executant/Executor 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 Executant/Executor of this Power of Attorney being the Owner, assurances or any other instruments requiring the signature of the Executant/Executor of this Power of Attorney being the Owner.

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Tapan Mishra

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Rishendra Choudhary
Partner

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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 Executant/Executor of this Power of Attorney being the OWNER and to sign on giving acknowledgements receipt on behalf of the Executant/Executor 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 Executant/Executor of this 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 Executant/Executor of this Power of Attorney being the Owner, assurances or any other instrument requiring the signature of the Executant/Executor 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 Executant/Executor 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 Executant/Executor 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 Executant/Executor of this Power of Attorney being the Owner, assurances or any other instrument requiring the signature of the Executant/Executor 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 Executant/Executor of this Power of Attorney being the OWNER if necessary before all courts of law in any legal proceeding that may arise in consequence of the development of the said immovable property and for that purpose to engage and appoint any Solicitor or Advocate or Advocates or Counsel and to give instructions to them on

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Bishendu Choudhary

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Somesh Chatterjee

behalf of the Executant/Executor of this Power of Attorney being the OWNER for the purpose of conducting the litigations, if any, as the said attorney of the Executant/Executor 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, Memorandums 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 Executant/Executor of this Power of Attorney being the OWNER and to sign generally on behalf of any in OWNER' 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 Executant/Executor of this Power of Attorney being the OWNER is hereby authorized and empowered to appear before the Registrar or Sub-Registrar or Registrar of Deeds and Assurances or any other

in whatsoever the attorney of the Executant/Executor of this Power of Attorney being the OWNER shall lawfully do or purport to do or cause to be done, provided that the OWNER shall be bound to do or cause to be done...

AND I HEREBY AUTHORIZE the attorney of the Executant/Executor of this Power of Attorney being the OWNER shall lawfully do or purport to do or cause to be done...

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Dibhendri Choudhary

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Somnath Salun

said attorney of the Executant/Executor of this Power of Attorney being the OWNER shall be construed as being signed and/or executed by the Executant/Executor 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 Executant/Executor of this Power of Attorney being the Owner.
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, 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 Executant/Executor of this Power of Attorney being the OWNER as the lawful attorney of the Executant/Executor 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 Executant/Executor of this Power of Attorney being the OWNER and on behalf of the Executant/Executor 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 Executant/Executor of this Power of Attorney being the OWNER as the



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Tapan Nayak

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Dibendra Choudhary

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lawful attorney of the Executant/Executor of this Power of Attorney being the Owner.

14. To appear for and on behalf of the Executant/Executor 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 plaints, 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 Executant/Executor of this Power of Attorney being the Owner. And the Executant/Executor 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 Executant/Executor of this Power of Attorney being the OWNER shall lawfully do, execute, and perform or cause to be done executed or performed by virtue of power of attorney.
16. To appear and act in all the Courts, Criminal, Civil, Revenue Office, Block Land and Land Reform Office, District Registrar Office, Additional District Registrar Office, District Magistrate, Sub-Divisional Office, District Board or any other local authority.
17. To appoint an architect and to get the plan of the proposed building sanctioned by the 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

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Tapan Nayak

WEBER CONSTRUCTION
Bibha Chatterjee
Partner

WEBER CONSTRUCTION
Somnath Bhatia
Partner

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 multisectoral residential building inclusive of Shops, Offices, Residential Flats 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 employ contractors, architects, structural engineer, surveyors and other professionals as may be required in the construction of the building.
20. To enter into and sign and contract with the contractor or contractors for construction as well as contractors for labour and to sign such agreement.
21. To apply for and obtain permission for water supply, electricity supply, laying down drainage and for other amenities as are generally required for a building.
22. To pay any deposit and pay moneys required to be deposited with the 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 and to transfer defined and demarcated areas from DEVELOPER'S ALLOCATION.
24. To file or defend any suit on behalf of the Executant/Executor 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



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on behalf of the Executant/Executor 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.
- 26. 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.
- 27. 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.
- 28. To apply for the inspection of and to inspect any judicial records any records of any office or offices.
- 29. 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 Executant/Executor of this Power of Attorney being the OWNER are or may be party or any way interested.
- 30. To negotiate for sale of the Allocation made in favour of the DEVELOPER being the DEVELOPER's ALLOCATION in Clause No. 1.7 and also OWNER's ALLOCATION as per Clause No. 1.6 save and except the OWNER'S RETAINABLE ALLOCATION i.e., the aforesaid 7 (Seven) Flats and 40% Parking Space in the Total Parking Lot Area in the proposed building of this Registered Deed of Development Agreement in respect of the proposed construction to be made on and over the first schedule mentioned property and to settle the consideration amount in respect of DEVELOPER's ALLOCATION and also OWNER's ALLOCATION save and except the OWNER'S RETAINABLE ALLOCATION i.e., the aforesaid 7 (Seven) Flats and 40% Parking Space in the Total Parking Lot Area in the proposed building in respect of the proposed construction which is to be



Southern Savin.

Tafam Aragon.

WEBER CONSTRUCTION

Di'shendu Choudhary

WEBER CONSTRUCTION

Southern Savin

made in respect of the **First Schedule** mentioned property and to settle the consideration amount and to receive the consideration amount in respect of the Developer' Allocation as well as of the Developer's Allocation and to deposit the said amount in the Bank Accounts of the DEVELOPER.

31. To execute, sign and enter into an agreement for sale on behalf of the Executant/Executor of this Power of Attorney being the OWNER in respect of the Allocation made in favour of the DEVELOPER being the DEVELOPER'S ALLOCATION in Clause No. 1.7 and also OWNER'S ALLOCATION as per Clause No. 1.6 save and except the OWNER'S RETAINABLE ALLOCATION i.e., the aforesaid 7 (Seven) Flats and 40% Parking Space in the Total Parking Lot Area in the proposed building of this Registered Deed of Development Agreement in respect of the proposed construction to be made on and over the first schedule mentioned property and execute the agreement for sale by receiving the advance amount in respect of the Developer's Allocation and also Owner's Allocation save and except the OWNER'S RETAINABLE ALLOCATION i.e., the aforesaid 7 (Seven) Flats and 40% Parking Space in the Total Parking Lot Area in the proposed building and to appear before the registering authority and presenting the same & shall admit execution and registration in respect of the Developer's Allocation and also Owner's Allocation save and except the OWNER'S RETAINABLE ALLOCATION i.e., the aforesaid 7 (Seven) Flats and 40% Parking Space in the Total Parking Lot Area in the proposed building to receive the consideration amount on behalf of the OWNER as well as the DEVELOPER in respect of the Developer's Allocation and to deposit the said amount in the Bank Accounts of the DEVELOPER.
32. To sign, admit and execute and register the sale deed in favour of the prospective purchasers in respect of the Allocation made in favour of the DEVELOPER being the DEVELOPER'S ALLOCATION in Clause No. 1.7 of this Registered Deed of Development Agreement and also OWNER'S ALLOCATION as per Clause No. 1.6 save and except the OWNER'S



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W.S.

Tapan Waghmare

WEBER CONSTRUCTION

Pooja Choudhary
Partner

WEBER CONSTRUCTION

Somen Saini
Partner

RETAINABLE ALLOCATION i.e., the aforesaid 7 (Seven) Flats and 40% Parking Space in the Total Parking Lot Area in respect of the proposed construction to be made on and over the first schedule mentioned property and to receive consideration from them in respect of the Allocation made in favour of the DEVELOPER being the DEVELOPER's ALLOCATION in Clause No. 1.7 of this Registered Deed of Development Agreement and also OWNER's ALLOCATION as per Clause No. 1.6 save and except the OWNER'S RETAINABLE ALLOCATION i.e., the aforesaid 7 (Seven) Flats and 40% Parking Space in the Total Parking Lot Area in respect of the proposed construction to be made on and over the first schedule mentioned property 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 also OWNER's ALLOCATION save and except the OWNER'S RETAINABLE ALLOCATION i.e., the aforesaid 7 (Seven) Flats and 40% Parking Space in the Total Parking Lot Area 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 and/or DEVELOPER and to deposit the said amount in the Bank Accounts of the DEVELOPER.

33. To receive the entire amount of the consideration amount from the all purchasers and to receive the consideration amount on behalf of the OWNER and/or DEVELOPER in respect of the Allocation made in favour of the DEVELOPER being the DEVELOPER's ALLOCATION in Clause No. 1.7 of this Registered Deed of Development Agreement and also OWNER's ALLOCATION as per Clause No. 1.6 save and except the OWNER'S RETAINABLE ALLOCATION i.e., the aforesaid 7 (Seven) Flats and 40% Parking Space in the Total Parking Lot Area in respect of the proposed construction to be made on and over the first schedule mentioned property and to deposit the said amount in the Bank Accounts of the DEVELOPER except the money received for the Owner's Allocation in respect of its allocation and remaining amount of the said consideration

Sammir Sahu

Tafar Nigam

WEDER CONSTRUCTION
D. Bhandari Chaudhary

WEDER CONSTRUCTION
Sandeep K. Kothari

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.

- 34. To Register the agreement for Sale Deed and/or also Sale Deed in favour of the prospective purchasers in respect of the Allocation made in favour of the DEVELOPER being the DEVELOPER's ALLOCATION in Clause No. 1.7 of this Registered Deed of Development Agreement and also OWNER'S ALLOCATION as per Clause No. 1.6 save and except the OWNER'S RETAINABLE ALLOCATION i.e., the aforesaid 7 (Seven) Flats and 40% Parking Space in the Total Parking Lot Area in respect of the proposed construction to be made on and over the first schedule mentioned property in any Registering Office by representing the OWNER and by signing on their behalf and by admitting any document and deed on their behalf and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the owner/ executants and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount on behalf of the OWNER and/or the DEVELOPER for self.
- 35. To sign, admit and execute the sale deed in favour of the prospective purchasers in respect of the rest portion of the OWNER'S allocated 40% allotment in respect of the entire constructed area save and except the retainable and agreed to be kept 7 (Seven) Flats and 40% Parking Space in the Total Parking Lot Area in respect of the proposed construction from the OWNERS' ALLOCATION and also the Entire Constructed and Saleable Portion i.e., all the Flats in the Entire Building Inclusive of the Multiple Flats and Parking Spaces save and except the OWNER'S RETAINABLE ALLOCATION i.e., the aforesaid 7 (Seven) Flats and 40% Parking Space in the Total Parking Lot Area in respect of the proposed construction and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and

Sonnen Schein

WEBER CONSTRUCTION
Walter Neugebauer
Partner

WEBER CONSTRUCTION
D. Blende Choudhury
Partner

WEBER CONSTRUCTION
Somersall Stalder
Partner

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 and make adjustment by keeping the Second Schedule mentioned amount of money in their account in connection to making adjustment in respect of the advance money obtained and received by the OWNER in respect of the said rest portion of the OWNER'S allocated 40% allotment in respect of the entire constructed area save and except the retainable Space from the OWNERS' ALLOCATION and also the Entire Constructed and Saleable Portion i.e., all the Flats is the Entire Building inclusive of the Multiple Flats save and except the OWNER'S RETAINABLE ALLOCATION i.e., the aforesaid 7 (Seven) Flats and 40% Parking Space in the Total Parking Lot Area in respect of the proposed construction. Be it mentioned here that after making the adjustment and reimbursement, the DEVELOPER will deposit the rest amount of received to the Bank Account of the OWNER as the consideration money received out of the sale proceeds.

- 36. To deliver the possession in favour of the buyer on behalf of the Executant/Executor of this Power of Attorney being the Owner.
- 37. Generally to Act as the Attorney or Agent of the Executant/Executor of this Power of Attorney being the OWNER in relation to the matter aforesaid and all other matters in which the Executant/Executor of this Power of Attorney being the OWNER may be interested or concerned and on behalf of the Executant/Executor of this Power of Attorney being the OWNER to execute and to do all deeds, acts, or things as fully and effectual in all respect as the Executant/Executor 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,



Suman Sahu

Tapan Nayak

WEBER CONSTRUCTION
Dibendu Choudhary
Partner

WEBER CONSTRUCTION
Somesh Nath
Partner

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. In any event if the appointment of Sole Arbitrator is not possible then there will an Arbitration under 2 (Two) Arbitrators among whom 1 (One) shall be appointed by the OWNER and another 1 (One) shall be appointed by the DEVELOPER and if the said 2 (Two) Arbitrators thinks it fit and proper, then they will have liberty to appoint one Presiding Arbitrator/Umpire in respect of such Arbitration and in that event the award made and published in the said Arbitration Proceeding 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 but no suit filed and instituted by the OWNER shall lie in any Court unless and until the dispute has been referred to and disposed off by way of an Arbitration Proceeding and in all that events the Jurisdiction of the Court are expressly barred by virtue of operation of Arbitration and Conciliation Act but whereas the DEVELOPER in respect of violation of any condition of this Agreement may prefer to file and institute any civil suit or criminal case in any court of law and in that event the Jurisdiction of either the Civil or Criminal Court will not be barred and in this regard the parties with all free consent and full satisfaction with undertaking to not to raise any objection and claim in future, unconditionally accepts this point along with other points.

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

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

THE FIRST SCHEDULE ABOVE REFERRED TO

(Property Elements)



Soumen Saha

Tapan Nayak

WEBER CONSTRUCTION
Dibbedey Choudhury

WEBER CONSTRUCTION
Soumen Saha

Gurudasi Para Mahalla, within the jurisdiction of Burdwan Municipality, Office & P.S. Burdwan, Dist. Purba Bardhaman, in the State of West Bengal out of which the Land given for Development is measuring 9178.97 Sq. Ft. out of the said 0.220 Acres of landed property and the said property is demarcated and specifically portrayed in the Sanctioned Plan of the Burdwan Municipality being Municipal Plan Memo No. 393/E/VII-4 dated 09/08/2018 along with the Map of Plan bearing Regd. (Encls.) No. 383 dated 25/05/2018 with the permission to construct one Ground (G) Plus (+) Six (6) Storied Residential Building to be comprised with Commercial Units and Residential Flats and Parking Spaces.

AND THE SAID PREMISES IS BUTTED AND BOUNDED BY.

- In the North:** Frazer Avenue;
In the East: 42 Feet Gurudasi Para Municipal Road;
In the South: House of Pramanath Pal;
In the West: House of N. Paul & Khudiram Paul;

TOTAL AREA OF PROPERTY GIVEN FOR DEVELOPMENT AS PER THIS AGREEMENT:- 21.03 Decimals (A Little More or Less) i.e., 0.2103 Acres (A Little More or Less) i.e., 12.75 Kathas (A Little More or Less) i.e., 9178.97 Sq. Ft. (A Little More or Less) along with Structure thereon which is specifically demarcated and property delineated as per Burdwan Municipal Plan being Memo No. 393/E/VII-4 dated 09/08/2018 along with the Map of Plan bearing Regd. (Encls.) No. 383 dated 25/05/2018.

The Property is having Holding No. "41" of Ward No. 30, Mahalla - Gurudasi Para 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 REFERRED TO

(Details of Payment System of Consideration Amount)

OWNER received a sum of Rs. 16,00,000/- (Rupees Sixteen Lakhs Only) through Different Installments and Payment from the date of negotiation of the deal and finalization of the terms and conditions of this Development Agreement till the Month of March of 2020.

Total Earnest Consideration Amount:- Rs. 16,00,000/- (Rupees Sixteen Lakhs Only)

[NOTE: The Earnest Consideration Amount will be adjusted in favour of the Developer from the consideration of the Owner at the time of Booking of Shops, Offices, Flats and Parking Spaces and Registration of Shops, Offices, Flats and Car Parking Spaces/Garages].

Southern Gate

Tafan Nagar

WEBER CONSTRUCTION
Dibben Choudhary

WEBER CONSTRUCTION
Somnath Choudhary

THE THIRD SCHEDULE ABOVE REFERRED TO

(Construction of Flat, Shops, Office and Building Details)

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

MAIN WALLS & PARTITION WALLS:- 200 MM/250 MM Thick Cement Brick Work for Main Walls and 125 MM Thick and 75 MM Thick Cement brickwork (1:4) for Flat Separating Wall and Partition Walls inside the respectively,

FLOOR:- Marble/Vitrified Floor Tiles for All rooms, Balcony, Hall, Kitchen, Bath/Toilet, Lobby, Floor Passage, Stairs and also for the Commercial Section.

SKIRTING AND DADO:- Marble/Vitrified Tiles, 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. from 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:- Artificial or Original or Malaysian Wood or equivalent section for Door frame, Thick solid core Flush door or Metal Shutter or Grilled or Metal Gate. Main Door shutter for the Commercial Section will be made of quality Flush door or Metal Shutter or Grilled or Metal Gate.

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. in Flat. The Glasses of the windows will be Ground Glass or Frosted Glass.

Seema Son

Tafan Son

WEBER CONSTRUCTION
Sunderbhandy Choudhary
Proprietor

WEBER CONSTRUCTION
Sunderbhandy Choudhary
Proprietor

PAINTING:-

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

The external wall surfaces will be finished with snow-rem or equivalent cement based paint. All the wooden surfaces and the steel surfaces will be finished with necessary priming coat

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

HARDWARE FITTINGS AND FIXTURES:- In Residential Section all the hardware fittings will be of aluminium. The internal doors will have all the necessary locking arrangements like.

In Commercial Section all the Hardware fittings will be of aluminium. If there are any internal doors in the commercial units then such will have all the necessary locking arrangements. The Metal Shutter may be fixed as the main entrance to each Office/Shop.

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

RESIDENTIAL SECTION:-

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.

COMMERCIAL SECTION:-



Sonam Saha.

Tapan Nayak.

Dr. Bhendra Choudhary

WEBER CONSTRUCTION
Somnath Saha

All the electrical lines will be concealed with copper wires, with PVC conduit. Each Shopping cum Commercial Zone cum Area and/or Shop/Office/Commercial Unit will have required numbers of light points, Plug points, Fan Points and if necessary, with AC Point and other Points as per the Requirement of the Purchaser.

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.

In the Commercial Section the drainage line will be connected to the existing sewer line through the Master trap. Each Shopping cum Commercial Zone cum Area and/or Shop/Office/Commercial Unit 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 Tiles or marble. One basin with tap will be installed at Dining Hall in residential section.

In Commercial Area toilet will be common unless and otherwise requested or asked by the Shop/Office Purchaser and the common toilet will be provided with Indian Pan or European commode. Necessary taps will

Sommer Salu

WEBER CONSTRUCTION
Tafaw Negox
Partner

WEBER CONSTRUCTION
Diblenza Choto Shy
Partner

WEBER CONSTRUCTION
Soreen M. Hattich
Partner

be provided in the toilets and the floor will be of Anti Slid Tiles (Marbles to be given only as per specific request and extra price). One basin with tap will be installed at Toilet.

KITCHEN SPACE:-

In residential Section each Kitchen space will be provided with one cooking platform finished with one still sink with required water connections.

In Commercial Section at the request and demand of the Office/Shop Purchasers and with extra price pantry space will be provided with one cooking platform finished with one still sink with required water connections.

OVER HEAD TANK:-

P.V.C. or Concrete (for Residential Section) and P.V.C. or Concrete (for Commercial Section).

ADDITIONAL WORK:-

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

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Facilities and Common Parts)

1. Entrance and Exits to the Premises.
2. Stair Case,
3. Stair Case Landings,
4. Stair Head Room and Lobbies on all the floors of the New Building.
5. Passage for Entrance,
6. Passage to approach common areas,
7. Pump (Deep Tube Well)/Submersible Pump of adequate capacity to ensure round the clock).

Sonima Soni

WEBER CONSTRUCTION

Tafan Nigam
Partner

WEBER CONSTRUCTION

Dibhendu Choudhary
Partner

WEBER CONSTRUCTION

Somesh Pathak
Partner

8. Electric Meter & Electric Meter Space,
9. Electric/Utility room & Water Pump room
10. Septic Tanks,
11. Boundary Walls with Entrance Gate,
12. Water Harvest (If any),
13. Overhead Water Tank,
14. Transformer and space (If any),
15. Lift,
16. Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).
17. Lighting of the Common Portions.
18. Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
19. 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).
20. Such other parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the Units in common by the Co-Owner.

IN 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 31st of July, 2020.

Memo of Consideration cum Receipt

The **OWNER** hereby doth admit and confirm about **RECEIPT** and **RECEIVING** of and from the within named **DEVELOPER** the sum of total **Rs. 16,00,000/- (Rupees Sixteen Lakhs Only)** in different instalments through Different Payments till this Date as the total and full and final of the pre-settled earnest consideration amount.

[This Deed is prepared on 2 (Two) Stamp Paper, 56 (Fifty Six) Legal Papers and 2 (Two) Legal Papers containing the Finger Print and Photos of the Parties i.e. this Deed is prepared on and upon total 59 (Fifty Nine) Pages].

WITNESSES:-

1. Abhijit Ghosh
S/o- Ananta Ghosh
Bhabani Thakur Lane
P.O- Raybati, Burdwan
713104

Somen Sen

SIGNATURE OF THE OWNER

2. Sourav Ghosh
S.O. Bunder Gopal Chandra Dikhandi Choudhary
Bajepratapour Kalketa
Bh.

1. WEBER CONSTRUCTION
Tapan Nath
PARTNER

WEBER CONSTRUCTION
Chandran
PARTNER

3. WEBER CONSTRUCTION
Sourabh Nath
PARTNER











SEAL & SIGNATURE OF THE DEVELOPER

Received by me & kept in my Office













Notary Public
Address:
6 Acharya Dutt Judge Court
Sardar Nagar, No. 1/1985/1985-1
Computerized Typed by Me

S. S. Saha
S. S. Saha
Notary Public, Burdwan

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Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



SIGNATURE *Soumya Saha*

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Right Hand Impression	Thumb	Index	Middle	Ring	Little
					





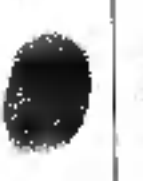







SIGNATURE **WEBER CONSTRUCTION**
Talwar Negor

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SIGNATURE

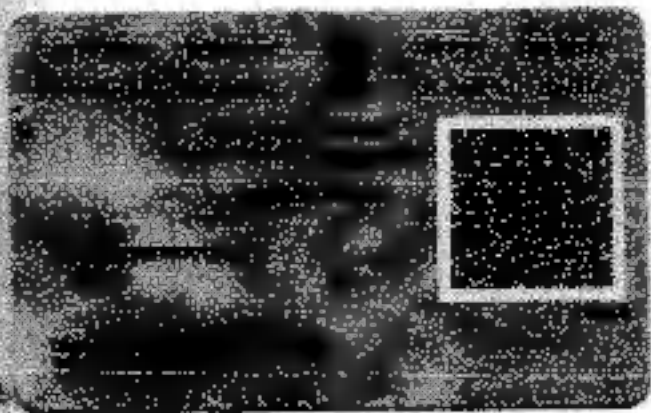
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Dibhen Choudhary
 PARTNER

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SIGNATURE

WEBER CONSTRUCTION
Somenath Pathak
 PARTNER



एक कार्ड के दो / तिस कार्ड पर कृपया जारी करने वाले अधिकारी को मुद्रित / दस्ता का ही प्रमाण प्रस्तुत करने (सही एवं सकारणी),
क.प.

कोठी इलाहाबाद,
दस्ता - 708 060.

In case this card is lost/found, kindly informers to the issuing authority :
Joint Commissioners of Income-tax (System & Technical),
P-7,
Charbagh, Lucknow,
Uttar Pradesh - 226 001.

स्थायी खाते संख्या / PERMANENT ACCOUNT NUMBER

AKCP58195C



एक नाम
SOURIN SAHA

एक पिता का नाम / FATHER'S NAME
INDRENDRA NATH SAHA

एक जन्म तिथि / DATE OF BIRTH
07-11-1965

एक हस्ताक्षर / SIGNATURE

Saha 501



एक नाम, कालिका

COMMISSIONER OF INCOME-TAX, KALKAJI

Sourin Saha

INCOME TAX DEPARTMENT

TAPAN NAYAK

KALYAN KUMAR NAYAK

4111076

Permanent Account Number

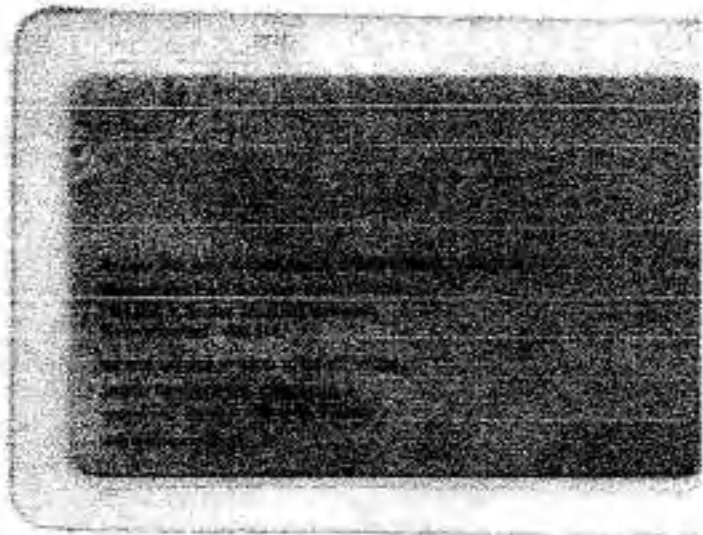
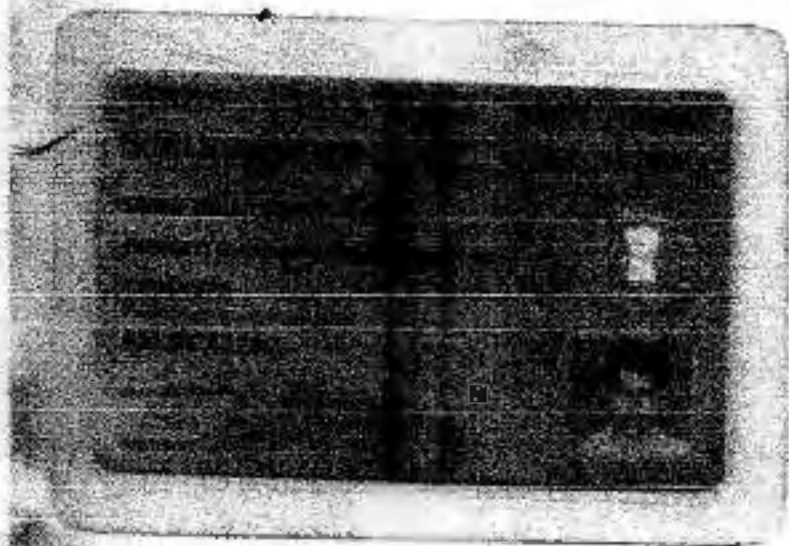
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Signature

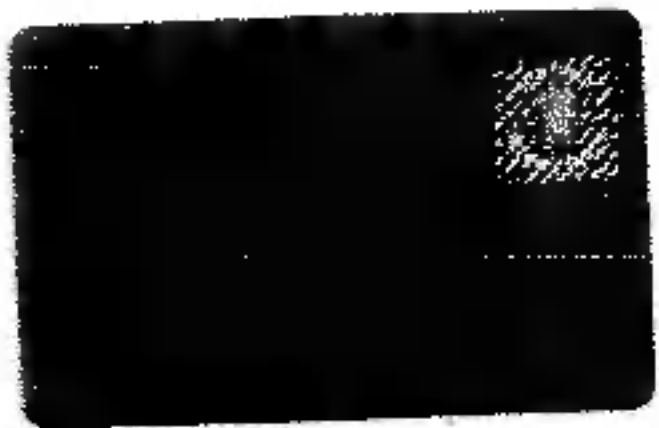
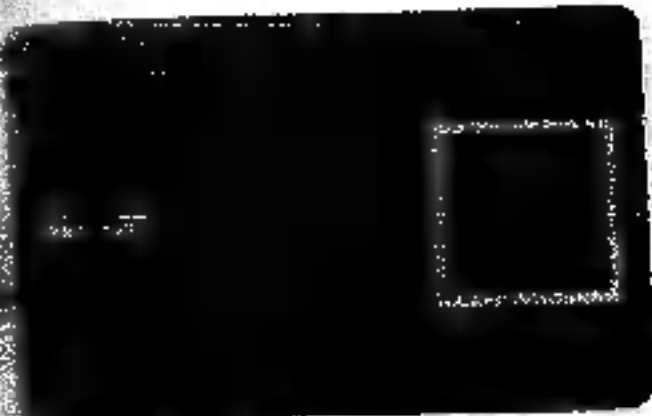
Signature



Tapan Nayak.



Dibendu Chowdhury



Somenath Mallick


 भारत सरकार
 Election Commission of India
 IDENTITY CARD

UWX1157411



निर्वाचक का नाम : अभिशेक घोष
 Elector's Name : ABHISHEK GHOSH
 निवासी का नाम : आनंद कुमार घोष
 Polling Station Name : Anand Kumar Ghosh
 लिंग/Sex : पुरुष
 जन्म तिथि/Date of Birth : 20/08/1997

UWX 1157411

धारा 17(1) के अंतर्गत जारी किया गया है।
 धारा 17(1) के अंतर्गत जारी किया गया है।

Address:
 SHADANG BHABHAN THAKUR
 VILL: SHYAMAL RUDR ES St. Rd,
 BANGORAMUKH, BARDHAMAN (SADAR),
 BURDWAN, PIN 713104

Date: 15/08/2019
 I am hereby authorized to sign on behalf of the
 Electoral Registration Officer for
 260 Bardhaman Urban Constituency

This is to certify that the above mentioned voter is
 eligible for the election and is entitled to vote.
 In case of change of address, please notify the
 Electoral Registration Officer for updating your name in the
 poll book. Change of address can be done by sending
 an application.

Abhishek Ghosh

Major Information of the Deed

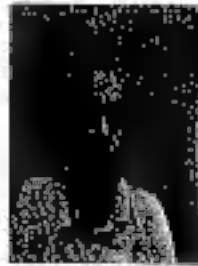

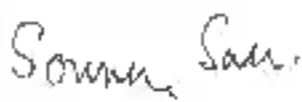
Deed No. :	1-0203-04927/2020	Date of Registration	09/09/2020
Query No / Year	0203-2000873165/2020	Office where deed is registered	
Query Date	29/07/2020 3:58:24 PM		0203-2000873165/2020
Applicant Name, Address & Other Details	Rajdeep Goswami Bardhaman Court, Thana : Bardhaman, District : Burdwan, WEST BENGAL, Mobile No. : 9002354575. Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 100/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4311] Other than Immovable Property, Receipt [Rs : 16,00,000/-]		
Set Forth value	Market Value		
	Rs. 1,71,32,500/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,061/- (Article:4B(g))	Rs. 16,021/- (Article:E, E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assessment slip.(Urban area)		

Land Details :

District: Burdwan, P.S.- Bardhaman, Municipality: BURDWAN, Road: Gurudaspara Road, Mouza: Bahirsarbamangala, JI No: 42, Pin Code : 713101

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-12112 (RS :-)	LR:16428	Bastu	Bastu	22 Dec		1,71,32,500/-	Width of Approach Road: 42 Ft., Adjacent to Metal Road.
Grand Total :					22Dec	0 /-	171,32,500 /-	

Land Lord Details :






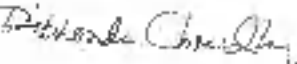
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr SOUMEN SAHA (Presentant) Son of Late Dhirendranath Saha Executed by: Self, Date of Execution: 31/07/2020 , Admitted by: Self, Date of Admission: 31/07/2020 ,Place : Office	 31/07/2020	 LTI 31/07/2020	 31/07/2020




131, Nawabdost Kayam Lane, P.O:- Burdwan, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AKxxxxxx5C,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 31/07/2020
 , Admitted by: Self, Date of Admission: 31/07/2020 ,Place : Office

Developer Details :



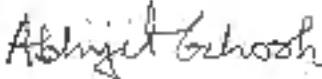
Sl No	Name,Address,Photo,Finger print and Signature
1	WEBER CONSTRUCTION Khalui Bill Malh, 1st Lane, P.O:- Burdwan, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101 , PAN No.:: AAxxxxxx4K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr TAPAN NAYAK Son of Late Kalyan Kumar Nayak Date of Execution - 31/07/2020, , Admitted by: Self, Date of Admission: 31/07/2020, Place of Admission of Execution: Office			
		Jul 31 2020 1:51PM	L1 31/07/2020	31/07/2020
	Ranisayar North, Burirbagan, P.O:- Burdwan, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx1E,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : WEBER CONSTRUCTION (as Partner)			
2	Name	Photo	Finger Print	Signature
	Mr DIBHENDU CHOWDHURY Son of Mr Bibhusbhusan Chowdhury Date of Execution - 31/07/2020, , Admitted by: Self, Date of Admission: 31/07/2020, Place of Admission of Execution: Office			
		Jul 31 2020 1:51PM	L1 31/07/2020	31/07/2020
	23 Kalna Road, P.O:- Burdwan, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx8C,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : WEBER CONSTRUCTION (as Partner)			

Name	Photo	Finger Print	Signature
Mr SOMENATH MALLICK Son of Mr Parash Nath Mallick Date of Execution - 31/07/2020, , Admitted by: Self, Date of Admission: 31/07/2020, Place of Admission of Execution: Office			
	31/07/2020 11:52PM	L1 31/07/2020	31/07/2020
Khatui Bili Math, 1st Lane, P.O:- Burdwan, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, , PAN No.: ADxxxxxx6P, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : WEBER CONSTRUCTION (as Partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Abhijit Ghosh Son of Mr Ananta Ghosh Bhabanathakurjane, Mithapukur, P.O:- Rajbati, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN- 713104			
	31/07/2020	31/07/2020	31/07/2020
Identifier Of Mr SOUMEN SAHA, Mr TAPAN NAYAK, Mr DIBHENDU CHOWDHURY, Mr SOMENATH MALLICK			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr SOUMEN SAHA	WEBER CONSTRUCTION-22 Dec

Land Details as per Land Record

District: Burdwan, P.S:- Bardhaman, Municipality: BURDWAN, Road: Gurudasipara Road, Mouza: Bahlsrabamangala, JI No: 42, Pin Code : 713101

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 12112, LR Khatian No:- 18428	Owner:সৌমেন সাহা ., Gurdian:বীরেন্দ্র সাহ, Address:মিড Classification:বারু, Area:0.22000600 Acre.	Mr SOUMEN SAHA

31/07/2020

Presentation(Under Section 52 & Rule 22A(3),46(1),W.B.Registration Rules,1982)

Presented for registration at 13:20 hrs on 31-07-2020, at the Office of the A.D.S.R. BURDWAN by Mr. SOUMEN SAHA, Executant

Certificate of Market Value(WB PUVI rule of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,71,32,500/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1982.)

Execution is admitted on 31/07/2020 by Mr SOUMEN SAHA, Son of Late Dharendra Nath Saha, 131, Nawabdost Kayam Lane, P.O: Burdwan, Thana: Bardhaman Sadar, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession Business

Identified by Mr Abhijit Ghosh, , Son of Mr Ananta Ghosh, Bhabanilhakurlane, Mithapukur, P.O: Rajbati, Thana: Bardhaman Sadar, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713104, by caste Hindu, by profession Others

Admission of Execution (Under Section 58, W.B. Registration Rules, 1982.) (Representative)

Execution is admitted on 31-07-2020 by Mr TAPAN NAYAK, Partner, WEBER CONSTRUCTION (Partnership Firm), Khalui Bill Math, 1st Lane, P.O:- Burdwan, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101

Identified by Mr Abhijit Ghosh, , Son of Mr Ananta Ghosh, Bhabanilhakurlane, Mithapukur, P.O: Rajbati, Thana: Bardhaman Sadar, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713104, by caste Hindu, by profession Others

Execution is admitted on 31-07-2020 by Mr DIBHENDU CHOWDHURY, Partner, WEBER CONSTRUCTION (Partnership Firm), Khalui Bill Math, 1st Lane, P.O:- Burdwan, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101

Identified by Mr Abhijit Ghosh, , Son of Mr Ananta Ghosh, Bhabanilhakurlane, Mithapukur, P.O: Rajbati, Thana: Bardhaman Sadar, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713104, by caste Hindu, by profession Others

Execution is admitted on 31-07-2020 by Mr SOMENATH MALLICK, Partner, WEBER CONSTRUCTION (Partnership Firm), Khalui Bill Math, 1st Lane, P.O:- Burdwan, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713101

Identified by Mr Abhijit Ghosh, , Son of Mr Ananta Ghosh, Bhabanilhakurlane, Mithapukur, P.O: Rajbati, Thana: Bardhaman Sadar, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713104, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 16,021/- (B = Rs 16,000/- .E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 16,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB -Online on 31/07/2020 11:52AM with Govt. Ref. No: 192020210050727001 on 31-07-2020, Amount Rs: 16,021/-, Bank: State Bank of India (SBIN0000001), Ref. No: IK0AQAMUB7 on 31-07-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,061/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 35,061/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 1877, Amount: Rs.5,000/-, Date of Purchase: 21/07/2020, Vendor name: M Dutta

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 31/07/2020 11:52AM with Govt. Ref. No: 192020210050727001 on 31-07-2020, Amount Rs: 35,061/-,

Bank: State Bank of India (SBIN0000001), Ref. No. IK0AQAMUB7 on 31-07-2020, 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

On: 09/08/2020

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 (c) of Indian Stamp Act 1899.



Kaushik Bhattacharya

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. BURDWAN

Burdwan, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered In Book - I

Volume number 0203-2020, Page from 112536 to 112607

being No 020304927 for the year 2020.



Digitally signed by KAUSHIK
BHATTACHARYA
Date: 2020.09.10 14:25:44 +05:30
Reason: Digital Signing of Deed.

(Kaushik Bhattacharya) 2020/09/10 02:25:44 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BURDWAN
West Bengal.



(This document is digitally signed.)