

DEVELOPMENT AGREEMENT CUM DEVELOPMENT POWER OF ATTORNEY

ACCITIONAL DISTRICT SUB-Registres:

0 4 AUG 2023 #

THIS DEED OF AGREEMENT FOR DEVELOPMENT

AND

DEVELOPMENT POWER OF ATTORNEY

IS MADE ON THIS 4- LLDAY OF AUGUST TWO THOUSAND TWENTY-THREE (2023)

04 AUG 2023

BETWEEN

9213 01.8:23 GHAR HOUSING LLP KOI- 700036 TO SOOOF.

বৰ্ষান টোলাটী ১নং ইয়াশল বাহিদ তালিব ইয়াশল তেতাম সম্ভাৱ আচিহাৰী জেলা অৰু আলালগু (বৰ্ষমান) লাইলোল নং - ১/২০০৪-০৫

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PRODIP KUMAR MEHERA (PAN. AEIPM6911L), (Aadhaar No: 7165-7586-0877)

s/o – Late Murary Mall Mehera, by Nationality Indian, by faith Hindu, by occupation Pensioner, residing at- Atmabas B C Road, Uttar Fatak, P.S- Burdwan Sadar P.O- Rajbati Dist- Purba Bardhaman, Pin- 713104; and

DILIP KUMAR MEHERA (PAN. AFPPM6476G) (Aadhaar No : 2364-0780-2329)

s/o – Late Murari Mall Mehera, by Nationality Indian, by faith Hindu, by occupation Business, residing at- Atmabas, B C Road, Uttar Fatak, P.S- Burdwan Sadar P.O-Rajbati Dist- Purba Bardhaman, Pin- 713104; hereinafter called and referred as the OWNERS (which express or shall unless excluded their respective heirs, Executor, administrators, legal representative and assigns) of the party of the FIRST PART.

And

M/S GHAR HOUSING LLP (PAN-AAQFG0128F), (A Limited Liability Partnership having been incorporated under the Limited Liability Partnership Act, 2008) having its Regd. Office at 227B, B.T. Road, P.O. & P.S- Baranagar, Kolkata-700036, being represented by one of its Designated Partner namely,

BISHWANATH GHAR (PAN- AHGPG5523P)

(Aadhaar No-3612-6547-0774)

Son of Late Bhriguram Ghar, by faith- Hindu, by Citizen Indian by Occupation Business, residing at FRAV- 29 Ulhas Mini Township, P.O. Joteram P.S. Burdwan Sadar Dist. Purba Burdwan – 713104, herein after called the DEVELOPER (which express or shall unless excluded his and each of his respective heirs, Executor, administrators, legal representative and assigns) of the party of the SECOND PART.

AND WHEREAS C.S. and R.S. Plot No: 7234 originally belonged to Lala Niroja Prosad Nandey s/o Lala Atma Prasad Nandey whose name was duly recoded in both the C.S. and R.S. Record of Rights vide both C.S. and R.S. Khatian No- 783 who while enjoying and possessing the property executed a Will on 02.02.1972 and registered the same

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on 24.09.1973 before the Office of the District Sub Registrar, Burdwan vide Regd. Will No: 64 of 1973 .

AND WHEREAS after the demise of Lala Niroja Prosad Nandey , both of his daughters namely Surja Rani Mehera and Sabita Rani Barman (Nandey) being the Executors of the said Will filed the Will Case No: 85 of 1974 before the Ld. Court of District Delegate , Burdwan to obtain the Probate of the same and the Ld. Court was pleased to grant the Probate of the Last Will of Lala Niroja Prosad Nandey to both the Executors namely Surja Rani Mehera and Sabita Rani Barman (Nandey) on 07.01.1975 and as such 11.00 Decimals of C.S. and R.S. Plot No: 7234 of the scheduled property got devolved upon Surja Rani Mehera and 10.50 Decimals of C.S. and R.S. Plot No: 7234 of the scheduled property got devolved upon Sabita Rani Barman (Nandey) as per the last wish of the Testator namely Lala Niroja Prosad Nandey .

AND WHEREAS while enjoying and possessing the property both Surja Rani Mehera and Sabita Rani Barman (Nandey) sold out an area of 2.34 Decimals of C.S. and R.S. Plot No: 7234 in favour of one Smt. Madhabi Sen and Subrata Kumar Dey by virtue of a Regd. Deed of Sale being No: 364 of 2004 dated 11.03.2004 and registered before the Office of the District Sub Registrar, Burdwan and thereafter the total area of the C.S. and R.S. Plot No: 7234 came down to 19.16 Decimals from 21.50 Decimals.

AND WHEREAS while enjoying and possessing the property Sabita Rani Barman (Nandey) @ Sabita Rani Barman (Nandey) daughter of Lala Niroja Prosad Nandey wife of Late Gopal Lal Barman died intestate on 13.06.2009 as subsequently Surja Rani Mehera being her sister and the only legal heir became owner of her share of the property as per the provisions of the Hindu Law of Inheritance and subsequently Surja Rani Mehera duly mutated her name in the L.R. Record of Rights for the entire 19.16 Decimals of C.S. and R.S. Plot No: 7234 which was

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renumbered as L.R.Plot No. 8235 and L.R.Plot No. 8236 vide L.R. Khatian No: 14596 under one man one Khatian.

AND WHEREAS while enjoying and possessing the property Surja Rani Mehera daughter of Lala Niroja Prosad Nandey wife of Late Murari Mall Mehera died intestate and subsequently both of her sons namely Prodip Kumar Mehera and Dilip Kumar Mehera being her only legal heirs became owners of the property in equal share as per the provisions of the Hindu Law of Inheritance.

AND WHEREAS Prodip Kumar Mehera and Dilip Kumar Mehera being the present OWNERS duly mutated their names in the L. R. Record of Rights and got their names mutated in the L.R. Khatian Nos. 20800 and 20801 under one man one khatian.

AND WHEREAS to make a proper utilisation of the First Schedule mentioned property the OWNERS have taken decision to construct a multi-storeyed Residential building inclusive of Flats/Residential and Car Parking Spaces thereon and by constructing building/s and to develop the premises which is not being looked after by the OWNERS as they are not that experienced in this field of Development and Construction of multi-storeyed buildings and also due their occupational dilemma and thereby the OWNERS have taken decision to construct the multi-storeyed Residential building inclusive of Flats/Residential Units and Car Parking Spaces and to develop the said premises.

AND WHEREAS the OWNERS neither have the capacity nor have the ability both financially and technically and also nor have any experience nor have the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with multi-storeyed Residential building cum housing complex inclusive of Flats/Residential/Units and Car Parking Spaces.

AND WHEREAS the DEVELOPER is itself is a Limited Liability Partnership Firm having more good-will, respect in the sector of development and promoting and

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experience, knowledge and skill to develop the same and the OWNERS are particularly with high expectation and respect towards this Limited Liability Partnership Firm from its previous experiences placed an offer to the DEVELOPER to develop the First Schedule property as mentioned below and in response to that offer the DEVELOPER has accepted on the following terms and conditions as stated below to develop the property with a project for construction of a multi-storied building for Residential purpose inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities.

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

- 1.1 PREMISES: Premises shall mean the premises with land as stated in the First Schedule of this agreement.
- 1.2 BUILDING/S: Building shall mean the proposed multistoried Residential building cum housing complex inclusive of Flats/Residential/Units and Car Parking Spaces to be constructed as per the Architect's drawings/documents, to be duly approved by the Burdwan Municipality I.e., Burdwan Municipal Authority via its sanction Plan 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 OWNERS: OWNERS shall mean:

PRODIP KUMAR MEHERA (PAN. AEIPM6911L), (Aadhaar No: 7165-7586-0877)

s/o – Late Murary Mall Mehera, by Nationality Indian, by faith Hindu, by occupation Pensioner, residing at- Atmabas B C Road, Uttar Fatak, P.S- Burdwan Sadar P.O- Rajbati Dist- Purba Bardhaman, Pin- 713104; and

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DILIP KUMAR MEHERA (PAN. AFPPM6476G) (Aadhaar No : 2364-0780-2329)

s/o – Late Murari Mall Mehera, by Nationality Indian, by faith Hindu, by occupation Business, residing at- Atmabas B C Road, Uttar Fatak, P.S- Burdwan Sadar P.O-Rajbati Dist- Purba Bardhaman, Pin-713104; and shall include their respective Heirs, Executors, Administrators, Representatives, Transferees, Assignees and Nominees.

1.4. DEVELOPER: Developer shall means:

M/S GHAR HOUSING LLP. (PAN-AAQFG0128F), (A Limited Liability Partnership having been incorporated under the Limited Liability Partnership Act, 2008) having its Regd. Office at 227B, B.T. Road, P.O. & P.S- Baranagar, Kolkata-700036, being represented by one of its Partner namely,

BISHWANATH GHAR (PAN- AHGPG5523P) (Aadhaar No-3612-6547-0774)

Son of Late Bhriguram Ghar, by faith- Hindu, by Citizen Indian by Occupation Business, residing at FRAV- 29 Ulhas Mini Township, P.O Joteram P.S Burdwan Sadar Dist. Purba Burdwan – 713104 and shall include its respective legal heirs, successors, officers, managers, Executor, administrators, representatives, transferees, assignees and nominees;

- 1.5 COMMON FACILITEIS: Common Facilities shall include corridors, hall ways, drive ways, lifts, stairways, landings, water reservoir, pump room, passage-ways, drive-ways, generator room, community room, electrical sub-station and other spaces and facilities, whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the building/buildings and/or common facilities or any of them thereon as the case may be as stated in details in the Third Schedule of this Indenture.
- 1.6 OWNERS' ALLOCATION: Owners' Allocation shall mean the absolute right of the OWNERS in regard to their respective share and amount of land as agreed

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upon to be developed by virtue of this agreement and in that regard the allocation of the OWNERS shall be 37 % of the total constructed proposed building/buildings being the Residential building cum housing complex in relation to the construction according to the sanctioned plan of the Burdwan Municipality as per their share over land more specifically mentioned in the First Schedule, i.e., the OWNERS shall altogether obtain the entitlement of the 37 % in respect of the entire proposed building; Here it must be mentioned that the OWNERS shall obtain 37 % allocation in the Parking Area, whereas save and except the said Owners' Allocation, the OWNERS shall not sale any other Unit/Flat/Parking Space or will not do any documentation or shall not execute any document and agreement for Sale in respect of any other flats and parking spaces and all such work will be done by their Power of Attorney Holder on their behalf and shall not receive any consideration money in respect of the remaining flats and parking spaces save and except the allocated flats and parking spaces (if any out of 37 % of Owners' Allocation) 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 DEVELOPER Company and the Developer Company namely GHAR HOUSING LLP. (PAN-AAQFG0128F), (A Limited Liability Partnership having been incorporated under the Limited Liability Partnership Act, 2008) having its Regd. Office at 227B, B.T. Road, P.O. & P.S-Baranagar, Kolkata-700036, being represented by one of its Designated Partner namely, BISHWANATH GHAR (PAN- AHGPG5523P) (Aadhaar No-3612-6547-0774) Son of Late Bhriguram Ghar, by faith- Hindu, by Citizen Indian by Occupation Business, residing at FRAV- 29 Ulhas Mini Township, P.O Joteram P.S Burdwan Sadar Dist. Purba Burdwan - 713104 as the duly constituted Power of Attorney Holder and Authorized Agent(s) of the OWNER will deal with any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank and will receive the Money/Consideration Amount from all such persons or institutions.

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1.7.1. DEVELOPER'S ALLOCATION: Developer's Allocation shall mean the 1.7 absolute right of the DEVELOPER in regard to 63 % of the total constructed portion

of the proposed building/buildings being the Residential building cum housing complex in relation to the construction according to the sanctioned plan of the

Burdwan Municipality in order to construct Multi-Storied Building comprised with

Residential Flats and Parking Spaces as per its respective share over the entire First Schedule mentioned property including Car Parking/Garages and Flats/Residential

Units and Parking Spaces in all the floors EXCEPT the portion defined in the

OWNER'S ALLOCATION but except what has been specifically mentioned and

defined as OWNERS' ALLOCATION the DEVELOPER will have exclusive right to

enjoy as per its entitlement and will have all right, title and interest by virtue of this

Agreement to hold and also to sell the entire Developer's Allocation as defined

hereinabove.

1.7.2 Roof area which shall be the roof directly above the flat/flats and/or room/rooms including every right over the roof, 37% of the Roof Area will be allotted in favour of the OWNERS and rest 63 % of the Roof Area will be allotted in favour of the DEVELOPER's Company; and during the tenure of this Agreement, if the DEVELOPER obtains any further permission by way of Burdwan Municipality Sanctioned Plan, then the DEVELOPER may raise construction over the said roof of the said building which is to be constructed in accordance with the said Plan and the OWNERS shall have 37% Allocation in respect of right, title and interest of such further construction (if any) and the DEVELOPER Company shall have 63 % Allocation in respect of right, title and interest of such further construction (if any) and be it mentioned here that the OWNERS shall not directly sale the said Unit/Flat/Parking Space or shall not directly do any documentation or shall not execute any document and agreement for Sale and all such work will be done by their Power of Attorney Holder being the Developer Company namely GHAR HOUSING LLP. (PAN-AAQFG0128F), (A Limited Liability Partnership having been

Office at 227B, B.T. Road, P.O. & P.S- Baranagar, Kolkata-700036, being represented by one of its Designated Partners namely, BISHWANATH GHAR (PAN-AHGPGS523P) (Aadhaar No-3612-6547-0774) Son of Late Bhriguram Ghar, by faith-Hindu, by Citizen Indian by Occupation Business, residing at FRAV-29 Ulhas Mini Township, P.O. Joteram P.S. Burdwan Sadar Dist, Purba Burdwan – 713104 on their behalf and the OWNERS shall take the Monetary Consideration 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 DEVELOPER and the DEVELOPER as the duly constituted Power of Attorney Holder and Authorized Agent of the OWNERS and 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 the present OWNERSS admit and agree and declare not to raise any objection whatsoever in this regard in future.

incorporated under the Limited Liability Partnership Act, 2008) having its Regd.

1.7.3 Ground Floor Area and the Under Ground Floor Area, 37% of the Ground Floor Area and the Under Ground Floor Area including the Basement / Parking will be allotted in favour of the OWNERS and rest 63 % of the Ground Floor Area and the Under Ground Floor Area including the Basement / Parking will be allotted in favour of the DEVELOPER Company; 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 including the Basement / Parking of the said building which is to be constructed in accordance with the said Plan, then the DEVELOPER may raise construction over the said Ground Floor Area and the Under Ground Floor Area including the Basement / Parking of the said building which is to be constructed in accordance with the said building which is to be constructed in accordance with the said Plan and the OWNERS shall have 37% Allocation in respect of right, title and interest of such

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further construction including the Basement / Parking (if any) and the DEVELOPER Company shall have 63 % Allocation in respect of right, title and interest of such further construction including the Basement / Parking (if any) and be it mentioned here that the OWNERS shall not directly sale the said Unit/Flat/Parking Space or shall not directly do any documentation or shall not execute any document and agreement for Sale and all such work will be done by their Power of Attorney Holder being the Developer Company namely GHAR HOUSING LLP. (PAN-AAQFG0128F), (A Limited Liability Partnership having been incorporated under the Limited Liability Partnership Act, 2008) having its Regd. Office at 227B, B.T. Road, P.O. & P.S-Baranagar, Kolkata-700036, being represented by one of its Designated Partner namely, BISHWANATH GHAR (PAN-AHGPG5523P) (Aadhaar No-3612-6547-0774) Son of Late Bhriguram Ghar, by faith- Hindu, by Citizen Indian by Occupation Business, residing at FRAV- 29 Ulhas Mini Township, P.O Joteram P.S Burdwan Sadar Dist. Purba Burdwan - 713104 on its behalf and the OWNERS shall take the Monetary Consideration but not directly from any person and/or the intending purchaser(s) and/or the Financial Institution and/or 8ank but all such payment are to be taken by the DEVELOPER and the DEVELOPER as the duly constituted Power of Attorney Holder and Authorized Agent of the OWNERS and 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 the present OWNERS admit and agree and declare not to raise any objection whatsoever in this regard in future.

- 1.8 ARCHITECT: Architect shall mean any person or persons firm or firms appointed or nominated by the DEVELOPER as the Architect of the building at his own cost and sole responsibility, subject to approval of the OWNERS.
- 1.9 BUILDING PLAN: Building Plan shall mean the sanctioned plan of Burdwan Municipality and also the other plan/plans for construction of the building, duly approved by the OWNERS with an option to leave out and to transfer by way of gift

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a strip of land in favour of Burdwan Municipality on the front attached with the access road to fulfill the required criteria of existing Municipal Building Rules for maintaining the Floor Area Ratio (FAR) and submitted by at the costs of the DEVELOPER to the Burdwan Municipality in order to construct Multi -Storied Building comprised with Residential Flats and Parking Spaces and shall include any amendments thereto or modifications thereof made or caused by the DEVELOPER which is duly sanctioned by the Burdwan Municipality.

- 1.10 CONSTRUCTED SPACE: Constructed Space shall mean the space in the building available for independent use and the occupation including the space demarcated for common facilities.
- 1.11 SALEABLE SPACE: Saleable Space means, any space in the Building and/or any unit/flat and/or parking space in the aforesaid Building except OWNERS'S ALLOCATION which will be available for independent use and occupation after making due provision for common facilities and the spaces required therefore.
- 1.12 CARPET AREA: Carpet Area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- 1.13 COVERED AREA: Covered Area shall mean the Plinth area of the said Residential Unit/Flat/Parking Space including the Bathrooms and Balconies and also thickness of the walls and pillars which includes proportionate share of the Plinth area of the common portions PROVIDED THAT if any wall be common between Two Residential Unit / Flats / Parking Space then one half of the area under such wall shall be included in each Residential Unit / Flat.
- 1.14 UNDIVIDED SHARE: Undivided Share shall mean the undivided proportionate share in the land attributable to each Flat and Residential Unit /

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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 OWNERS: Co OWNERS shall according to its context mean and include all persons who acquire or agree to acquire Residential Unit / Flat / Parking space in the Building, including the Developer for the Residential Unit / Flats / Parking Spaces not alienated or agreed to be alienated.
- 1.16 FLAT/UNIT: Flat/Unit shall mean the Residential Unit/flat and / or other space or spaces intended to be built and or constructed and / or the covered area capable of being occupied. It shall also mean that according to the context, mean all Purchaser/s and/or intending Purchaser/s of different Residential Units/Flats in the Building/s and shall also include the Developer herein and the OWNERS herein in respect of such Residential Units/Flats which are retained and/or not alienated and/or not agreed to be alienated of the time being.
- 1.17 COMMON EXPENSES: Common Expenses shall include all expenses to be incurred by the Co OWNERS 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: 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 OWNERSS relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively.
- 1.19 SUPER BUILT-UP AREA: Super Built-Up Area shall mean as per the Definition of Law in force and Order issued by the Government.



- 1.20 DEVELOPER'S ADVOCATE: Developer's Advocate shall mean any Advocate as suggested, decided and appointed by the Developer who shall be preparing all the legal documents regarding the development, construction, building, promotion and erection and sale, transfer, grant, conveyance, demised, devise and provide of the premise, its parts and parcels and the Building's and the
- 1.21 TRANSFER: With its grammatical variations shall include a transfer by and/or of possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storeyed building/s to purchasers thereof although the same may not amount to a transfer in law.

Unit/s/Flat/s therein, including the Deed of Conveyance/s thereof.

- 1.22 TRANSFEREE/INTENDING PURCHASER: Transferee/Intending Purchaser shall mean a person or persons to whom any space in the building/s has been transferred by the DEVELOPER including the rights of transfer to the fullest extent of the DEVELOPERS ALLOCATION or any space in the building/s has been transferred by the OWNERS including the rights of transfer to the extent of his own share as defined and described as the OWNERS'S ALLOCATION.
- 1.23 MASCULINE GENDER: Masculine Gender shall include feminine gender and vice versa.
- 1.24 SINGULAR NUMBER: Singular Number shall include plural number and vice versa.

ARTICLE II - TITLE INDEMNITIES AND REPRESENTATIONS:

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

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- 2.1 That the OWNERS is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the said premises as mentioned in the First Schedule below.
- 2.2 That the said premises is free from all encumbrances, charges, liens, lispendenses, acquisitions, requisitions, attachments and trusts whatsoever or howsoever nature and if such is not still then the OWNERS hereby unconditionally undertake to make the said First Schedule mentioned property free form all encumbrances, charges, liens, lis-pendenses, acquisitions, requisitions, attachments and trusts whatsoever or howsoever nature within Three Months from this very date of execution of this Agreement.
- 2.3 That the DEVELOPER will bear all the cost of demolishing, dismantling, disintegrating and dissolving the existing construction (if any) and will take the possession of the vacant land in favour of the DEVELOPER provided that all the debris and rubbish will be retained by the DEVELOPER and shall be its property and the DEVELOPER will bear the cost and expense of the query of earth or soil for the purpose of setting up the foundation.
- 2.4 That the DEVELOPER will bear all expenditure and cost of all necessary and essential materials and equipment which will be required for the purpose of construction of the said building premises and the OWNERS will co-operate with the DEVELOPER in all aspects except Financially.
- 2.5 That the OWNERS by self or through his 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.



- 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 and drainage and other imputes and facilities and for other necessities required for which purpose the OWNERS hereby agree upon to execute a Power of Attorney through this indenture in favour of the DEVELOPER Company being represented by one of its Designated Partner namely, BISHWANATH GHAR (PAN- AHGPG5523P) (Aadhaar No-3612-6547-0774) Son of Late Bhriguram Ghar, by faith- Hindu, by Citizen Indian by Occupation Business, residing at FRAV- 29 Ulhas Mini Township, P.O Joteram P.S Burdwan Sadar Dist. Purba Burdwan - 713104 being one of the Partner of the a Limited Liability Partnership Firm namely GHAR HOUSING LLP. (PAN-AAQFG0128F), (A Limited Liability Partnership having been incorporated under the Limited Liability Partnership Act, 2008) having its Regd. Office at 2278, B.T. Road, P.O. & P.S-Baranagar, Kolkata-700036, whereas such power or authority to be executed by a Registered Power of Attorney and/or a Power of Attorney within a registered Development Agreement as required by the DEVELOPER to sign by the OWNERS all such application as to be require for the purpose and in connection with the construct of the proposed building/s and to sell flats and car parking spaces with share in land.
- 2.7 That except the OWNERS no one else has 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 On behalf of the OWNERS, the DEVELOPER out of its own cost shall pay all revenue and taxes to the competent authority till the transfer of the flat or space premises and execution and registration of the said Deeds of Transfer/Sale to the Intending Purchaser or Transferee.
- 2.9 The OWNERS have absolute right and authority to enter into the agreement with the DEVELOPER in respect of his title in the said premises agreed to be developed.



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- 2.10 That there is no arrear of taxes and / or other levies of impositions of the said property due and payable to any statutory authority.
- 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.
- That the said land is not a Debottor or Pirottor or Wakf or Minor's 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 or the said property as contemplated in these present.
- 2.15 The OWNERS 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 OWNERS hereby undertake to indemnify and keep indemnified the DEVELOPER from and against any and all actions, charges, llens, 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 i.e., Burdwan Municipal Authority or Government or local bodies including the Municipality as the case may be by the OWNERS and shall attend to answer and be responsible for any deviation, omission, commission, negligence, violation and/or branch 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 and OWNERS'S ALLOCATION shall be entirely borne by the Developer or its nominee or nominees. Here it must be mentioned that the OWNERS 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 OWNERS in respect of the OWNERS'S ALLOCATION.

- 2.17. The OWNERS hereby undertakes to empower the DEVELOPER to place the Original Title Deed(s) and related documents of right title OWNERS ship of the scheduled property before Financial Institution and/or Bank, etc for the purpose of creation of charge or to mortgage or whatsoever at the time of obtaining any loan or financial assistance or whatsoever in connection with the development of this project. The Developer shall provide the Loan Repayment/Clearance Certificate to the Owners from the Financial Institution and/or Bank after completion of the project.
- 2.18 That during the continuance of this Agreement the OWNERS shall not in any way cause any impediment or obstruction whatsoever in the construction or development of Multi-storeyed building in the said First Schedule mentioned Property and hereunder, empowers the DEVELOPER to take up the construction work of the new building as per the sanctioned plan of Burdwan Municipality.
- 2.19 In case of failure to give open and clear possession in favour of the DEVELOPER by the OWNERS and in that event if the DEVELOPER face any financial loss to that effect the OWNERS shall liable for all such consequences.

ARTICLE III - COMENCEMENT:

3.1 This agreement shall commence or shall be 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 OWNERS hereby grant an 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 multi-storeyed building thereon by way of the said new construction which has to be done according to the sanctioned plan of Burdwan Municipality i.e., Burdwan Municipal Authority by-laws, rules and regulations and not otherwise.
- 4.2 The OWNERS have approved/will approve and signed/will sign the said ARCHITECT'S DRAWINGS, which have been SUBMITTED/or will be SUBMITTED to the various statutory bodies, including the Burdwan Municipality i.e., Burdwan Municipal Authority by the DEVELOPER in the name of the OWNERS, and/or the same is/will be awaiting SANCTION/APPROVAL from the Burdwan Municipality i.e., Burdwan Municipal Authority, 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 OWNERS, 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 OWNERS 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, with a right to mortgage and with a sale right including a right to enter into agreement with the prospective/ intending purchaser and to receive 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 OWNERS of the said premises, but otherwise at the cost and expenses of the DEVELOPER only and the DEVELOPER shall pay and bear the EXPENSES for submission of Architects drawings/documents and other like fees, charges and expenses, required to be paid or deposited for SANCTION of the said project design and construction thereon provided always that the DEVELOPER shall be exclusively entitled to all REFUNDS of any and all payments and/or deposits and made by it in that account.
- 4.6 After getting free and vacant possession of the said premises, demolition of the existing building/structures on the said premises (which will be done by the DEVELOPER or at the cost of the DEVELOPER) and removal of the debris shall be the responsibility and at the cost of the DEVELOPER only, provided, however, that the debris, salvage and materials arising there from shall belong solely to the DEVELOPER and the OWNERS by any and all means will be barred from the right to claim to the same.
- 4.7 That if at the time of the execution of the deed the record of name of the property remains in the name of any other person except that of the OWNERS then within 15 days from the execution of the deed, the OWNERS will be duty bound to take all initiatives to mutate the name in his name without any further delay and in this respect the DEVELOPER will simply cooperate.
- 4.8 That if at the time of the execution of the deed the record of nature and character of the property remains in any nature other than as it recorded in the L.R.R.O.R then within 15 days from the execution of the deed, the OWNERS will be duty bound to take all initiatives to convert the nature and character of the property without any further delay and in this respect the DEVELOPER will simply cooperate.

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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 OWNERS will be duty bound to take all initiatives to amalgamate or enamel the property without any further delay and in this respect the DEVELOPER will simply cooperate.

ARTICLE V - TITLE DEEDS:

- 5.1 Immediately after the execution of this agreement the OWNERS shall hand over the Original Title Deed with related documents and other papers and writings including the last paid up Municipality Tax Receipts and the other Bills including Revenue / Rent Receipts 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 through its Directors or/and representatives and/or nominee/nominees or the transferees of the OWNERS and the DEVELOPER itself shall be entitled for detailed inspection of the original Title Deed(s) of the OWNERS and thereafter the OWNERS shall unconditionally handover the custody of the original Title Deed(s) to the DEVELOPER permanently for the purpose of inspection of the said Title Deed(s) as and when required by any Government Authority and/or Competent Authority and/or Financial Institution and/or Bank, etc at the time of loan sanctioning in favour of the prospective purchaser(s) of the Flat(s) and Parking Space(s) and whatsoever.
- 5.3 Subject to the provisions contained herein, the OWNERS 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.



The deed of conveyance or deeds of conveyance in favour of the Purchasers 5.4 shall be executed by the OWNERS through the DEVELOPER as their Power of Attorney Holder 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:

As per the plan which is sanctioned / will be sanctioned by the Burdwan 6.1 Municipality the OWNERS by themselves or through their constituted Power of Attorney holder, i.e, the Developer Company namely GHAR HOUSING LLP. (PAN-AAQFG0128F), (A Limited Liability Partnership having been incorporated under the Limited Liability Partnership Act, 2008) having its Regd. Office at 227B, B.T. Road, P.O. & P.S- Baranagar, Kolkata-700036, being represented by one of its Designated Partner namely, BISHWANATH GHAR (PAN- AHGPG5523P) (Aadhaar No-3612-6547-0774) Son of Late Bhriguram Ghar, by faith- Hindu, by Citizen Indian by Occupation Business, residing at FRAV- 29 Ulhas Mini Township, P.O. Joteram P.S. Burdwan Sadar Dist. Purba Burdwan - 713104 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 of the premises in the possession of the OWNERS. The construction will be in accordance with the Burdwan Municipality i.e., Burdwan Municipal Authority sanctioned plan. The OWNERS shall allow the DEVELOPER's purposes of construction and allied activities during the continuation of this agreement and till the completion of the proposed Building in all respects. During such period the OWNERS shall not prevent the DEVELOPER of the said premises from constructing the building and utilization the land for the process of construction of the Multi-Storied Residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary

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facilities and amenities in accordance with the plans sanctioned by the Burdwan Municipality.

- In as much as the construction on the said premises is concerned the DEVELOPER shall act as licensee of the OWNERS and shall be entitled to be in occupation of the said premises as and by way of licensee of the OWNERS to carry out the construction of the proposed building and utilize the land for the process of construction of the Multi- Storied Residential Building inclusive of Units and Car Parking Spaces by constructing building and Flats/Residential pathway and driveway and area of ingress and egress and other necessary facilities and amenities which is to be completed within 60 months from the date of Plan Sanction by the Authority of Burdwan Municipality or from the date of RERA Registration which ever is later, 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 and utilization of the land for the process of construction of the Multi-Storied Residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities in accordance with the sanctioned plan if such usage of the said property is collaterally or parallelly connected with the said construction work.
- 6.3 The continuation of the term of the project is 60 months from the date of Plan Sanction by the Authority of Burdwan Municipality or from the date of RERA Registration (if applicable) which ever is later. The OWNERS or any of their agent/s or any other representative/s shall 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 and shall continue to do so till the last transfer of Residential Unit/Flat.

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ARTICLE VII - SPACE ALLOCATION

- 7.1 The DEVELOPER represents and declares that the proposed building shall be constructed with building materials, as may be deemed fit and proper by the DEVELOPER only and no one else but the said building is to be constructed by the manner and way with all specifications as stated in the Second Schedule of this Indenture.
- 7.2 The DEVELOPER shall be exclusively and absolutely ENTITLED to the DEVELOPER'S ALLOCATION as defined in Clause 1.7 of this agreement. The OWNERS shall be exclusively and absolutely ENTITLED to the OWNERS' ALLOCATION as defined in Clause 1.6 of this agreement.
- 7.3 The DEVELOPER shall be exclusively and absolutely entitled to sell, transfer and/or otherwise deal with the DEVELOPER'S allocation of space, except the vacant space, e.g. lawn or/and driveway or/and garden, etc., the transfer of which is prohibited under Rules of Burdwan Municipality i.e., Burdwan Municipal Authority as well as West Bengal Municipal Act.
- 7.4 In consideration of the DEVELOPER'S ALLOCATION having constructed the building at its own costs, the DEVELOPER shall be entitled to the total super built up space in the said building including common parts and areas.
- 7.5 The OWNERS shall be entitled to sell, transfer and/or otherwise deal with ONLY OWNERS' Allocation or space at all and/or in any circumstances and on this regard it must be mentioned that the necessary connections including water, electricity will be installed to the transferee in respect of the whole building only by the DEVELOPER where the cost and expenses of such installation must be incurred by the intending purchaser/owners/transferee.

The DEVELOPER shall be entitled to sell or transfer or otherwise deal with 7.7 the DEVELOPER'S allocated portion as stated in the aforesaid Clause No. 1.7 of this Indenture which is not attached with the OWNERS' ALLOCATION 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 Developer's Share as stated in the aforesaid

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Clause No. 1.7 of this Indenture and the OWNERS shall have no right over the said floors/units/flats except in regard to their own Allocation and they by any or/and all means and also are debarred from claiming any right, title, and interest in the near and remote future.

- Both the OWNERS and the DEVELOPER shall extend their best efforts in 7.8 selling the constructed floor space at the maximum price.
- In so far as the roof right is concerned, it will be allotted on the same 7.9 proportion of 37 % share in favour of OWNERS' ALLOCATION and rest 63 % share in favour of the DEVELOPER'S ALLOCATION barring the common facilities attached with the roof such as water tanks, antenna etc. In other words the entire Roof Right along with the Ground Floor and the Under-Ground Floor Right will be devolved upon the OWNERS and DEVELOPER proportionately with 37 % allocation for the OWNERS and 63 % allocation for the DEVELOPER.
- 7.10 On completion of the building, but before giving possession, both the DEVELOPER along with the OWNERS will conduct a survey of the super built up space/area in their respective allocation to ascertain the actual measurement of the area/space in their respective allocations.
- 7.11 That the DEVELOPER shall alone have the right to allocate flats and parking spaces to the intending purchasers from the DEVELOPER'S ALLOCATION (63 % of the entire construction). The OWNERS shall have right whatsoever to enter into any agreement personally with the intending purchasers for sale of OWNER's Allocation Only (37 % of the entire construction), which to be constructed by the DEVELOPER over the land owned by the First Part (OWNERS) and the DEVELOPER will have the right to construct further floors in the said proposed building in future if the DEVELOPER obtains further permissions from Burdwan Municipality with the modifications of the Building Sanction Plan (if required) to construct more floors and in that event the OWNERS will have no right to appoint any

new Developer except for this existing DEVELOPER. Owner will have no right to raise any objection over existing construction. Moreover, Owners will be entitled to get 37 % of the said proposed new constructed Floors and the Developer will be entitled to get 63 % of the said proposed new constructed Floors if the DEVELOPER obtains further permissions from Burdwan Municipality in future.

ARTICLE VIII - COMMON FACILITIES:

- 8.1 As soon as the construction of the building will be completed the DEVELOPER shall give written notice cum Completion Certificate to the OWNERS requiring the OWNERS to take possession of their share of allocation in the building and as from the 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 OWNERS 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 OWNERS on this behalf in respect of their proportionate share of the said rates.
- 8.3 As and from the date of receipt the completion certificate, the OWNERS shall also be responsible to pay and bear and shall forthwith pay on demand to the DEVELOPER or to the FLAT OWNERS'S ALLOCATION or other entity/person specified hereinafter service charges for the common facilities in the building payable with

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respect to the OWNERS'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 OWNERS's allocation or any part thereof the OWNERS shall be exclusively liable to pay and bear the additional premium and/or maintenance or repair, charges as the case may be.

ARTICLE IX - CONSIDERATION

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

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Portion of the Building, the DEVELOPER'S ALLOCATION of the Total Constructed Portion of the Building, the DEVELOPER shall receive the earnest amount from the prospective/ intending purchasers as per the agreed upon consideration amount and schedule of payment, payable by the prospective/ intending purchasers and that will be adjusted after receiving advance from the prospective/ intending purchasers against each Flat and/or Car Parking Space at the time of execution of Agreement of Sale and the same will/may also be adjusted from the consideration amount of the Flat/Residential Units and/or Garage/Car Parking Space at the time of Execution of the Deed of Conveyance.

ARTICLE X - TIME FOR COMPLETION:

10.1 The building shall be completed within 60 months from the date of Plan Sanction by the Authority of Burdwan Municipality or from the date of RERA Registration whichever is later unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJOR/ FORCE MAJURE such as riots, flood, earthquake, act of God & other natural calamities and hindrances due to procedural delays and subject to force majeure.

ARTICLE XI - MISCELLANEOUS:

- 11.1 The OWNERS and the DEVELOPER have entered into this agreement purely on principal to principal basis and nothing stated therein shall be deemed or constructed as a joint venture between the OWNERS and the DEVELOPER nor shall the OWNERS and the DEVELOPER in any manner constitute an association of persons.
- 11.2 The DEVELOPER shall be entitled to assign this agreement in favour of any Private Limited Company or a Partnership Firm provided that the present Director or Share Holder of the DEVELOPER COMPANY must be the Director or Share Holder of the said proposed Private Limited Company or must be the Partner of the

proposed Limited Liability Partnership (LLP) Firm and in that event this agreement would be considered to have been executed between the OWNERS and the said Private Limited Company or the Limited Liability Partnership (LLP) Firm, and the terms and conditions contained herein shall be applicable to the said assignee.

- 11.3 All dealings to be made by the DEVELOPER in respect of the construction of the building and development of the same 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 OWNERS but any such dealings shall not create or foster in any manner any financial, civil and/or criminal liability of the OWNERS and the OWNERS will not be liable in any case or circumstance in respect of the said project to any Third Party including the Purchaser/Customers.
- 11.4 The DEVELOPER shall be entitled to enter into separate contracts or agreements in its name with building contractors, architects, and others for carrying out the development at the risk and costs of THE DEVELOPER.
- 11.5 FORCE MAJEURE shall mean riot, war, tempest, civil commotion strike, or any other act or commission beyond the control of the party affected thereby.
- 11.6 The DEVELOPER as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a FORCE MAJEURE with a view that obligation of the party affected by the FORCE MAJEURE shall be suspended for the duration of the FORCE MAJEURE.
- 11.7 It is understood that from time to time to enable the construction of the building by the DEVELOPER, various deeds, matters and things not herein

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Specifically referred to may be required to be done by the DEVELOPER for which the DEVELOPER may require the authority of the OWNERS and also various applications and other documents may be required to be signed or made by the OWNERS relating to which no specific provision has been made herein, the OWNERS hereby authorizes the DEVELOPER to do all such acts, deeds, maters 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 OWNERS and by giving prior information.

- 11.8 The DEVELOPER shall frame the rules and regulations regarding the user and rendition of common services and also the common restrictions, which have to be normally kept in the same and transfer of the ownership flats.
- 11.9 The OWNERS and DEVELOPER hereby agree to abide by all the rules and regulations of such management Society/Association/holding organization and hereby give their its consent to abide by the same.
- 11.10 Any notice required to be given by the DEVELOPER shall be without prejudice to any other mode of service available be deemed to have been served on the OWNERS 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 OWNERS 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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11.12 As and from the date of receipt of the completion certificate of the building the DEVELOPER and/or its transferees and the OWNERS and/or their transferees shall be liable to pay and bear proportionate charges on account of all other taxes payable in respect of their respective spaces.

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

11.14 The OWNERS shall pay and bear all property taxes and other dues and outgoings in respect of the said premises accruing and due as and from the date of handing over possession of the premises (for the commencement of work at the said premises) to the DEVELOPER by the OWNERS until delivery and/or the completion certificate of possession of the OWNERS allocation in the proposed building.

ARTICLE XII - DEVELOPMENT 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 Developer's Allocated Share in respect of the multi-storied building on and over the First Schedule mentioned property and to settle the consideration amount and to receive the consideration amount by its own in regard to its share and to deposit the said amount in the Bank Accounts of the DEVELOPER; to enter into an agreement for sale on behalf of the Executants/Executors of this Power of Attorney being the OWNERS and execute the agreement for sale by receiving the advance amount and if required, to appear before the registering authority and presenting the same & shall admit execution and registration and to receive the consideration amount in respect of its allocated portion of the proposed multi- storeyed building on and over the First Schedule mentioned property and to deposit the said amount in the Bank Accounts of the Developer; to execute the sale deed in favour of the prospective purchasers and to receive consideration from

them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the Owners/ 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 multistoreyed 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 its portion of the proposed multistoreyed building on and over the First Schedule mentioned property and to deposit the said amount in the Bank Accounts of the DEVELOPER in respect of its allocation and remaining amount of the said consideration amount of the remaining flats and parking spaces are to be adjusted by the DEVELOPER being the Power of Attorney Holder in lieu of the expenses and investment the DEVELOPER incurred and made as per the terms and conditions of this Agreement; to deliver the possession in favour of the 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 OWNERS is required, hence for the said reason the OWNERS 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 of DEVELOPER'S ALLOCATION as well for other associated and ancillary Purpose is being executed on the following effects.

TO ALL TO WHOM THESE PRESENTS SHALL COME, THE OWNERS,

PRODIP KUMAR MEHERA (PAN. AEIPM6911L), (Aadhaar No: 7165-7586-0877) s/o — Late Murary Mall Mehera, by Nationality Indian, by faith Hindu, by occupation Pensioner, residing at-Atmabas, B C Road, Uttar Fatak, P.S- Burdwan Sadar P.O- Rajbati Dist- Purba Bardhaman, Pin- 713104; and

DILIP KUMAR MEHERA (PAN. AFPPM6476G) (Aadhaar No: 2364-0780-2329)
s/o – Late Murari Mall Mehera, by Nationality Indian, by faith Hindu, by occupation
Business, residing at- Atmabas, B C Road, Uttar Fatak, P.S- Burdwan Sadar P.ORajbati Dist- Purba Bardhaman, Pin- 713104, SEND GREETINGS:-

WHEREAS the Executants/Executors of this Power of Attorney is the OWNERS of the immovable property consisting of a plot of land and which is more particularly described in First Schedule hereunder written.

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

AND WHEREAS in connection to such proposal, Executants/Executors of this Power of Attorney being the OWNERS hereby execute this Development Agreement being this Indenture in favour of the Developer only for Development and Construction of the said project over the First Schedule mentioned land and in the said Agreement the Executants/Executors of this Power of Attorney being the OWNERS 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

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of Attorney and for the same purpose Executants/Executors of this Power of Attorney being the OWNERS are hereby executing this Power of Attorney.

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

AND WHEREAS due to the physical ailments and other businesses Executants/Executors of this Power of Attorney being the OWNERS frequently reside out of the town which clearly disable Executants/Executors of this Power of Attorney being the OWNERS from appending our signature to various deeds, documents, consents and other instruments therefore Executants/Executors of this Power of Attorney being the OWNERS appoint the Developer Company namely GHAR HOUSING LLP. (PAN-AAQFG0128F), (A Limited Liability Partnership having been incorporated under the Limited Liability Partnership Act, 2008) having its Regd. Office at 227B, B.T. Road, P.O. & P.S. Baranagar, Kolkata-700036, being represented by one of its Designated Partner namely , BISHWANATH GHAR (PAN-AHGPG5523P) (Aadhaar No-3612-6547-0774) Son of Late Bhriguram Ghar, by faith-Hindu, by Citizen Indian by Occupation Business, residing at FRAV- 29 Ulhas Mini Township, P.O Joetram P.S Burdwan Sadar Dist. Purba Burdwan - 713104 as the Attorney or Agent of the Executants/Executors of this Power of Attorney being the OWNERS with full power to construct proposed new building/apartments by developing the same in the First Schedule mentioned land and thereafter stated on the behalf of the Executants/Executors of this Power of Attorney being the OWNERS and in the names of the Executants/Executors of this Power of Attorney being the OWNERS and which the said Attorney has agreed to do and the same hereby been executed in regard to the terms to which Executants/Executors of this Power of Attorney being the OWNERS agreed upon as per the Agreement for Development.

Contract

NOW KNOW ALL MEN BY THESE PRESENTS THAT, EXECUTANTS / EXECUTORS OF THIS POWER OF ATTORNEY BEING THE OWNERS NAMELY:

PRODIP KUMAR MEHERA (PAN. AEIPM6911L), (Aadhaar No: 7165-7586-0877)

s/o - Late Murary Mall Mehera, by Nationality Indian, by faith Hindu, by occupation Pensioner, residing at- Atmabas B C Road, Uttar Fatak, P.S- Burdwan Sadar P.O- Rajbati Dist- Purba Bardhaman, Pin- 713104; and

(Aadhaar No : 2364-0780-2329) DILIP KUMAR MEHERA (PAN. AFPPM6476G)

s/o - Late Murari Mall Mehera, by Nationality Indian, by faith Hindu, by occupation Business, residing at- Atmabas B C Road, Uttar Fatak, P.S- Burdwan Sadar P.O-Rajbati Dist- Purba Bardhaman, Pin- 713104; do hereby nominate constitute and appoint the Developer Company namely M/S GHAR HOUSING LLP. (PAN-AAQFG0128F), (A Limited Liability Partnership having been incorporated under the Limited Liability Partnership Act, 2008) having its Regd. Office at 227B, B.T. Road, P.O. & P.S- Baranagar, Kolkata-700036, being represented by one of its Designated Partner namely , BISHWANATH GHAR (PAN- AHGPG5523P)(Aadhaar No-3612-6547-0774) Son of Late Bhriguram Ghar, by faith- Hindu, by Citizen Indian by Occupation Business, residing at FRAV- 29 Ulhas Miril Township, P.O. Joteram P.S. Burdwan Sadar Dist. Purba Burdwan - 713104; to be their true and lawful Attorney with full authority and power to do and execute all acts, deeds and things mentioned below from and on behalf of them and in their names viz.

- To work, manage, control and supervise the management of all and 1. administer the properties of the Executants/Executors of this Power of Attorney being the OWNERS as mentioned in below.
- To sign all letters (including the written consent of the 2. Executant/Executor of this Power of Attorney being the OWNERS to the developer or prospective buyers/intending purchasers or agreements with such prospective

buyers /intending purchasers) deeds, documents consents, applications, receipts and discharges for moneys received on the behalf of the Executants/Executors of this Power of Attorney being the OWNERS, assurances or any other instruments requiring the signature of the Executants/Executors of this Power of Attorney being the OWNERS.

- 3. To appear before the Burdwan Municipality and to do all acts deeds and things in relation to the completion of mutation in the names of the Executants/Executors of this Power of Attorney being the OWNERS and to sign on giving acknowledgements receipt on behalf of the Executants/Executors of this Power of Attorney being the OWNERS.
- authorities aforesaid, the Attorney of the Executants/Executors of this Power of Attorney being the OWNERS shall be entitled to present and/or to acknowledge any of the various deeds, documents, consents, applications, receipts and discharges for moneys received on behalf of the Executants/Executors of this Power of Attorney being the OWNERS, assurances or any other instrument requiring the signature of the Executants/Executors of this Power of Attorney being the OWNERS before the Registrar, Notary, Oath, Commissioner or other public authorities as if the same was duly executed by the Executants/Executors of this Power of Attorney being the OWNERS and to do and performall or any other acts, deeds and things in connection therewith, as may be necessary or expedient if such registration or presentation shall be necessary as fully and effectually as could be done by the Executants/Executors of this Power of Attorney being the OWNERS personally.
- 5. To receive for safe custody various deeds, documents, consents, applications, receipts and discharges for moneys received on behalf of the Executants/Executors of this Power of Attorney being the OWNERS, assurances or any other instrument requiring the signature of the Executants/Executors of this

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Power of Attorney being the OWNERS and signed by him under this present and hand over the same for safe custody.

- OWNERS if necessary before all courts of law in any legal proceeding that may arise in consequence of the development of the said immovable property and for that purpose to engage and appoint any Solicitor or Advocate or Advocates or Counsel and to give instructions to them on behalf of the Executants/Executors of this Power of Attorney being the OWNERS for the purpose of conducting the litigations, if any, as the said Attorney of the Executants/Executors of this Power of Attorney being the OWNERS shall think fit and proper to do so, whether as plaintiff or defendant, or as appellant or respondent as the case may be.
- 7. To sign verify and affirm by affidavit, if the occasion so arises, of all plaints written statements, petitions, Memorandum of Appeal, Stay Applications and all other legal document for the purpose of filing the same in Court and to give all necessary instructions for the due prosecution or the defense of such litigation of the said immovable property specifically mentioned in the First Schedule hereinafter.
- 8. For the aforesaid purpose 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 above mentioned documents usually to be done by the Executants/Executors of this Power of Attorney being the OWNERS and to sign generally on behalf of any in their names including the approval of the said document or documents which the prospective / intending purchasers of the flats may require if necessary and for that purpose the said Attorney of the Executants/Executors of this Power of Attorney being the OWNERS are hereby authorized and empowered to appear before the Registrar or Sub-Registrar or Joint-Registrar or Registrar of Assurances or any other registering authority officer of officers as occasioned shall or may require AND

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thereby ratify and confirm and agree to ratify and confirm and agree to whatsoever the Attorney of the Executants/Executors of this Power of Attorney being the OWNERS shall lawfully do or purport to do or cause to be done by virtue of these presents and the Executant/Executor of this Power of Attorney being the OWNERS further agree and undertake that all the signatures executed by them on any indentures or deeds or documents or applications or receipts or discharges of money received on behalf of the Executants/Executors of this Power of Attorney being the OWNERS or any other instrument requiring our signature in connection with and all acts, deeds and things in connection therewith and lawfully done by the said Attorney of the Executants/Executors of this Power of Attorney being the OWNERS shall be construed as being signed and/or executed by the Executants/Executors of this Power of Attorney being the OWNERS and/or done by themselves.

- 9. To leave out and to transfer by way of gift a strip of land in favour of Burdwan Municipality on the front attached with the access road to fulfil the required criteria of existing Municipal Building Rules for maintaining the Floor Area Ratio (FAR) of the Building Plan being the sanctioned plan of Burdwan Municipality and also the other plan/plans for construction of the building as submitted by the DEVELOPER and at the costs of the DEVELOPER before the Burdwan Municipality in order to construct Multi -Storled Building comprised with Residential Flats and Parking Spaces and shall include any amendments thereto or modifications thereof made or caused by the DEVELOPER which is duly sanctioned by the Burdwan Municipality.
- 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 labors, contractors, job-men, technicians and engineers for such purpose and to enter into contracts for the same in the name of the Executants/Executors of this Power of Attorney being the OWNERS.

- To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration.
- 12. To enter into, make sign, execute and register and do all such things, contracts, agreements, receipts, deeds, payment assignments, transfers, conveyances, mortgages, releases, assurances, instruments, notices and things and may be in the opinion of the said Attorney is necessary, usual or convenient for the exercise of any of the power herein conferred on the said Attorney.
- To prepare building plan, design work and to put signature on behalf of 13. the Executants/Executors of this Power of Attorney being the OWNERS as the lawful Attorney of the Executants/Executors of this Power of Attorney being the OWNERS in the building plan drawings and other allied necessary papers and apply for the sanction of building plan and deposit all fees to the concerned authority in the name of the Executants/Executors of this Power of Attorney being the OWNERS and on behalf of the Executants/Executors of this Power of Attorney being the OWNERS in connection with the building plan or necessary modify the building plan and regularize the modification or changes and sign in the modified plan all papers, documents, affidavits declaration & register boundary declaration, splayed corner, and strip of land relating thereto and receive the same from the said Burdwan Municipality or any other competent authority against acknowledgement receipt on behalf of the Executants/Executors of this Power of Attorney being the OWNERS as the lawful Attorney of the Executant/Executor of this Power of Attorney being the OWNERS.
- 14. To appear for and on behalf of the Executants/Executors of this Power of Attorney being the OWNERS 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,

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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 Executants/Executors of this Power of Attorney being the OWNERS and the Executants/Executors of this Power of Attorney being the OWNERS do hereby ratify, agree and undertake to ratify and conform all acts deeds the Attorney of the Executants/Executors of this Power of Attorney being the OWNERS 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 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.

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- 19. To develop and construct proposed building on the said plot and to utilize the land for the process of construction of the Multi Storied Residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities as per the sanctioned plan and according to specifications and other requirements of the Burdwan Municipality and for the purpose to imply contractors, architects, structural engineer, surveyors and other professionals as may be required in the construction of the building.
- To enter into and sign and contract with the contractor or contractors for construction as well as contractors for labour and to sign such agreement.
- 21. To apply for and obtain permission for water supply, electricity supply, laying down drainage and for other amenities as are generally/required for a building.
- 22. To pay any deposit and pay moneys required to be deposited with the Burdwan Municipality and other authorities for getting the plans sanctioned and for getting any water or electric and other conveniences necessary and to withdraw such deposit which are refundable.
- 23. To pay all the taxes to the concern authority relating to the said property until the completion of the building.
- 24. To file or defend any suit on behalf of the Executants/Executors of this Power of Attorney being the OWNERS regarding the First Schedule mentioned property and sign, verify plaints, written statements, petitions, objections, memorandum of appeal and petitions, objection and application of all kinds and to file it in any Court of law such as any Civil Court, Criminal Court, Tribunal or any of the office or offices and to depose on behalf of the Executant/Executor of this Power of Attorney being the OWNERS.

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- To appoint any Advocate, Agent or any other legal practitioner or any 25. person legally authorized to do any act.
- To compromise, compound or withdraw cases or to confess judgment 26. and to refer case to arbitration.
- To file and receive back any documents, to deposit money by challan or 27. receipt and to withdraw money from any Court, cases or from any office or offices and to grant proper acknowledgment receipt.
- To accept service of any summons, notice, writ issued by any court and 28. to represent in such court of Civil, Criminal or Tribunal or before any office whatsoever.
- To apply for the inspection of and to inspect any Judicial records any 29. records of any office or offices.
- To enter into, make, sign, seal, execute, deliver, acknowledge, perform 30. all engagements, contracts, agreements, deeds, declarations, bonds, assurances and other documents, papers, writings and things that may be necessary or proper to be entered into, made, signed, sealed, executed, delivered, acknowledged and performed for any of the purposes of this present or to or in which the Executants/Executors of this Power of Attorney being the OWNERS is or may be party or any way interested.
- To Pledge or Hypothecate or Mortgage or Charge or Concur in pledging 31. or hypothecating or mortgaging or charging or whatsoevers, to or in favour of any Bank or Banks or any other Financial Institutions Body, at the time of obtaining any loan or financial assistance or whatsoever in connection with the development of this project by placing of the Title Deed(s) and related Title Documents subject to such conditions as the Attorney may think fit whatsoever in connection with the development of this project and for that purpose to sign execute and deliver all the

instrument and deed of mortgage, charge, encumbrance, hypothecation, pawn, pledge, lien, and trust receipt and to receive the consideration money or otherwise for such mortgage, charge, hypothecation, pawn, pledge, lien and the like.

- 32. To negotiate for sale of the First Schedule mentioned property and to settle the consideration amount and to receive the consideration amount on behalf of the Owners in respect to the Developer's Allocation and to deposit the said amount in the Bank Accounts of the DEVELOPER.
- 33. To execute, sign and enter into an agreement for sale on behalf of the Executants/Executors of this Power of Attorney being the Owners in respect of the of the Developer's Allocation and execute the agreement for sale by receiving the advance amount in respect of the Developer's Allocation and to appear before the registering authority and presenting the same and shall admit for execution and registration in respect of the Developer's Allocation and to receive the consideration amount on behalf of the Owner in respect to Developer's Allocation and to deposit the said amount in the Bank Accounts of the DEVELOPER.
- Jintending purchasers in respect of the Developer's Allocation and to receive consideration from them in respect of the Developer's Allocation and to present for registration all such documents as may be necessary in favour of prospective / intending purchasers and admit execution thereof on behalf of the owners / executants in respect of the Developer's Allocation and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount on

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behalf of the owner in respect to Developer's Allocation and to deposit the said amount in the Bank Accounts of the DEVELOPER.

- from the Purchaser(s) and/or from any Financial Institution and/or Bank and/or Investor (individual or Juristic Entity) for selling of the flats and parking spaces from all the purchasers and to receive the consideration amount on behalf of the owner in respect of the Developer's Allocation and to keep and retain the said amount to relmburse and to make adjustment 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.
- 36. To Register the agreement for Sale Deed and/or also Sale Deed in favour of the prospective/intending purchasers in respect of the DEVELOPER'S ALLOCATION before any Registering Office by representing the OWNERS and by signing on his behalf and by admitting any document and deed on their behalf and to receive consideration from the prospective/intending purchasers and to present for registration all such documents as may be necessary in favour of prospective/intending purchasers and to admit execution thereof on behalf of the owners / executants and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount on behalf of the OWNERS and to deposit the said amount in the Bank Accounts of the DEVELOPER.
- 37. To deliver the possession in favour of the prospective/intending purchasers on behalf of the Executants/Executors of this Power of Attorney being the OWNERS.
- 38. Generally to Act as the Attorney or Agent of the Executants/Executors of this Power of Attorney being the OWNERS in relation to the matter aforesaid

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

ARTICLE XIII - ARBITRATION:

13.1 In case of any dispute difference or question arising between the parties with regard to the interpretation meaning or scope of this agreement or any rights and liabilities of the parties under the agreement or out of the agreement or in any manner whatsoever concerning this agreement and same shall be referred to arbitration under the provisions of The Arbitration Act, 1996 and/or statutory modification or enactment thereto under one sole Arbitrator who will be elected by the both the PARTIES and the award made and published by sole Arbitrator shall be final and binding on the parties hereto.

ARTICLE XIV - JURISDICTION:

14.1 Burdwan Court calone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties. The Stamp Duty over the value assessed by A.D.S.R, Burdwan has been paid duly by the Party to the SECOND PART. The photos, finger prints, signatures of OWNERS, the Director of the DEVELOPER Company are annexed herewith in separate sheets all of which will be treated as the part of this deed.

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THE FIRST SCHEDULE ABOVE REFEREED TO

(Property Details)

All that piece and parcel of the vacant land situated at District : Dist- Purba Bardhaman, P.S: Burdwan & Mouza- Burdwan, J.L No- 30, Class: Bastu, bearing Holding No: 47 & 48 Within Ward No- 29 on locality /Street B.C.Road of Burdwan

Municipality,			1		509
C.S & R.S.	C.S. & R.S. Khatian No.	L.R. Plot No.	L.R. Khatian No.	Area	Class
Plot No.		8235	20800	5.50 Decimals	Bastu
7234	783		20801	5.50 Decimals	Bastu *
7234	783	8235		4.08 Decimals	
7234	783	8236			
	100	8236		4.08 Decimals	
7234	783	0230		19.16 Decimals	

Along with a covered area of 3000 Sq Ft. in each floor i.e, 6000 Sq Ft in Total of an

150 years old dilapidated II-storied building, which is butted and bounded on the :

NORTH:

Residential House of Mr. Roy & Others

SOUTH:

Residential House of Mr. Gadia & Others

EAST:

Residential House of Mr. Roy & Others

WEST:

18 Feet Wide Metal Road.

TOTAL AREA OF LAND GIVEN FOR DEVELOPMENT:

19.16 Decimals or 11 Cottahs 09 Chataks 36 Sq Feet (A Little More or Less) THE SECOND SCHEDULE ABOVE REFEREED TO

(Construction of Flat and Building Details)

Reinforced Cement Concrete (RCC) Framed Structure, BUILDING STRUCTURE: MAIN WALLS & PARTITION WALLS: - 200 MM/250 MM Thick Cement Brick / Fly Ash Work for Main Walls and 125 MM Thick and 75 MM Thick Cement brick / Fly Ash or AAC Block (1:4) for Flat Separating Wall and Partition Walls inside the respectively FLOOR:

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

SKIRTING AND DADO:-

Tiles, the height not to be exceeded 150 MM High and the Dado Not Exceeding 200 MM High (For Toilet Glazed Titles will be used up to a height of 6 Ft. form Skirting).

PLASTERING:-

Plastering to external walls will be of 20 MM. thick in 1:5 Cement, Sand and Mortar.

Plastering to internal walls will be 15 MM thick in 1:6 Cement, Sand and Mortar and

Ceiling will be 10 MM thick in 1:4 Cement, Sand and Mortar.

WOODWORK AND JOINERY:-

100 MM X 50 MM. Malaysian Sal Wood or equivalent section for Door frame, 32 mm. Thick solid core Flush door, Thickness of the shutter will be 32 mm. Main Door shutter for the OWNERS will be made of quality Flush door.

M. S. GRILL WORKS:-

All windows will be aluminium framed with necessary hardware fittings. The grill - works for the windows will be completely separately fixed. The balcony balustrades (if any) will be M.S. Flat. The Glasses of the windows will be Ground Glass or Frosted Glass.

PAINTING:-

All the internal wall surfaces and the ceiling will be finished with Putty. The external wall surfaces will be finished with snow-cem or equivalent cement based paint. All the wooden surfaces and the steel surfaces will be finished with enamel paint after necessary priming coat.

FINISHING WORKS FOR GROUND FLOOR:-

The Parking areas will be finished with neat cement finish.

HARDWARE FITTINGS AND FIXTURES:-

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

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FOR GITAR HOUSING LLP

ELECTRICAL WORKS:-

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

Each Bed Room Two light points, One Plug point, One Fan Point.

Living Room cum Dinning Space Two Light Points, One 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 including electrical point for the same will also be provided in one toilet.

WATER SUPPLY & DRAINAGE:-

One overhead water tank (PVC) will be provided. The required capacity of pump will be installed for storage of water in the overhead water reservoir/tank (PVC).

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

TOILET FITTINGS & FIXTURES:-

Each toilet will be provided with one shower, one European commode. Necessary taps will be provided in the toilets and the floor will be of cut pieces marble (1'6"X 1'6"). One basin with tap will be installed at Dining Hall.

KITCHEN SPACE: -

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

OVER HEAD TANK: -

P.V.C.

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

THE THIRD SCHEDULE ABOVE REFEREED TO

[Common Facilities and Common Parts]

- Entrance and Exits to the Premises.
- 2. Stair Cases,
- 3. Stair Case Landings,
- Stair Head Room and Lobbies on all the floors of the New Building.
- 5. Passage for Entrance,
- Passage in between different blocks,
- Pump (Deep Tube Well of adequate capacity to ensure round the clock),
- Electric Meter & Electric Meter Space,
- 9. Common Room,
- 10. Electric/Utility room, Water Pump room, Generator Room (if any),
- 11. Septic Tanks,
- 12. Boundary Walls with Entrance Gate,
- 13. Overhead Water Tank (PVC)
- Transformer and space (if any),
- 15. Lift/s (if any),
- Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).
- Lighting of the Common Portions.
- Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
- 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, equipment, 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-owners.

IN WITNESSES WHEREOF, the OWNERS, the DEVELOPER COMPANY being represented by one of its DIRECTOR and WITNESSES after knowing the purpose and meaning of this Deed, made over and read over to them by the witnesses in their mother tongue and after satisfaction they put their signatures in good health and Two Thousand Twenty Three. Day of open mind on this

WITNESSES

Prodip kumar meher

1. Ludy Mehro

B.C. Road, UTTAR PHATAK, BURDWAN - 713104 West Bengal

Dilig Kuman Makera

SIGNATURES OF BOTH THE OWNERS

2. Sayan Ghar FRAV-29, ULHAS MINITOWNSHIP, BURDWAN- 713104, WB.

FOR GHAR HOUSING LLP PARTNER PARTNER

Swarup Sarkar 86 Southan Larkon Staff Quartos B Walney - 7-13101 SIGNATURE OF THE DESIGNATED PARTNER ON

BEHALF OF THE DEVELOPER COMPANY

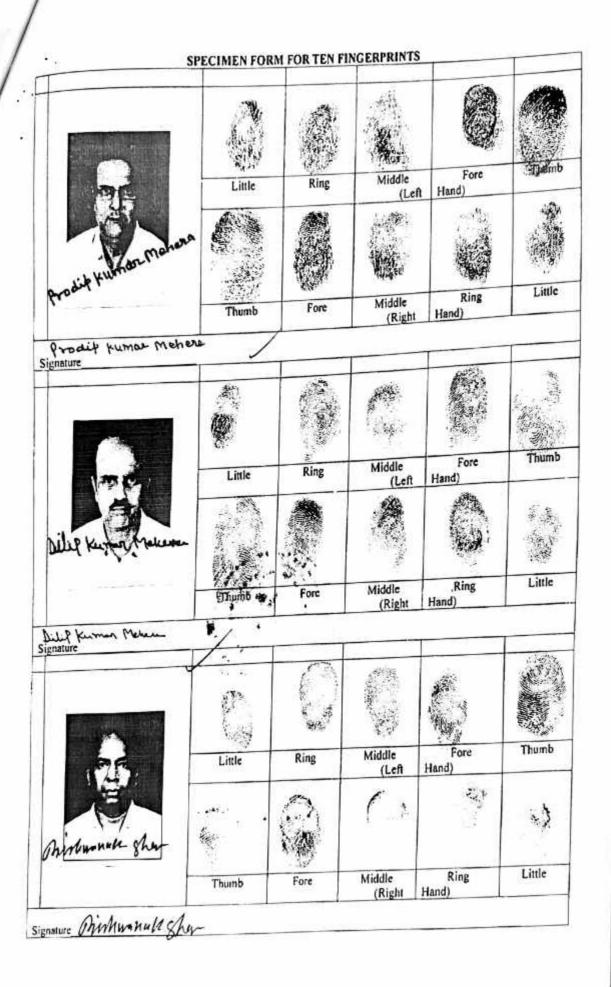
Drafted by me

Sumit Ranjon Bhadra

ounil- Laujan Blindy.

LLM, Advocate

Hon'ble Calcutta High Court, Kolkata Enrolment No: W.B- 612 of 2003





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ROW WE WIR FATHER'S NAME MURARY MALL MEHERA

PRODIP KUMAR MEHERA

क्रम क्रिकि (DATE OF BIRTH 31-12-1957

FRANK , SIGNATURE Prochit Kuman Mahum Chicleso

COMMISSIONER OF INCOME TAX, W.B. XI

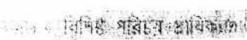
Prodit Kumas mehera

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Joint Commissioner of Income-tax(Systems & Technical),
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সংখ্যা / Your - - - - - No. :

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– সাধারণ মানুষের অধিকার



ভারত সরকার Government of India

the gar latte Prodip Kumar Mehera कि_क - बुक्ती बन त्यासा Father Murary Mail Menera PREFEX | DOB 31/12/1957 TER / Male



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– সাধারণ মানুষের অধিকার







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- आधाः पतिष्ठस्यतः त्रमानः, नाशतिकस्यतः त्रमानः नयः।
- भतिष्ठत्यतः प्रमान अनमाप्रेम प्रमानीकतन द्वाता नारु कळ्न ।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online .
- এইটার সারা দেশে মানা।
- আধার ভবিষাতে সরকারী ও বেসরকারী পরিষেবা গ্রাম্ভির সহায়ক হবে।
- Addnaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .



ভাৰতীয়ং বিশিষ্ট পোইছৰ প্ৰাৰ্থকরৰ Unique Identification Authority of India

ঠিকানা: তেলালাঃ C/O, আমাৰ্কাৰ, বী গী প্ৰক, টব্ৰম ফটক, বৰ্ধমান - ১. বুখান মাজবাড়ি, বৰ্মমান, পদ্মি বস, Rejbar, Bardohaman, Wasi 713104

Address: C/O., Almabas, B C Road, Ultar Sengal, 713104

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Prodip Kumar Mehera



भारत सरकार

Government of India

Enrollment No.: 2706/30047/02554

To
Disp Kumar Mehera
SiO Muran Mali Mehera
B C ROAD UTTAR FATAK
Barddhaman (m)
Burdwan Rajban
Barddhaman Barddhaman
Wesi Bengal 713104
9233836424



आपका आधार क्रमांक / Your Aadhaar No. :

2364 0780 2329

मेरा आधार, मेरी पहचान



SHITCH HICKORY

Dilip Kumar Mehera DOB : 01/01/1965 Male



2364 0780 2329

मेरा आधार, मेरी पहचान

Dilip Kuman Mehere

AFPPM6476G

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DILIP KUMAR MEHERA

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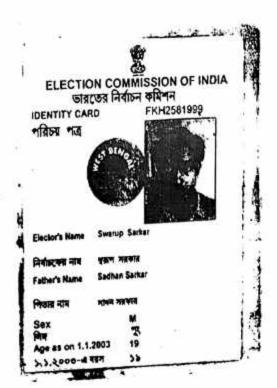
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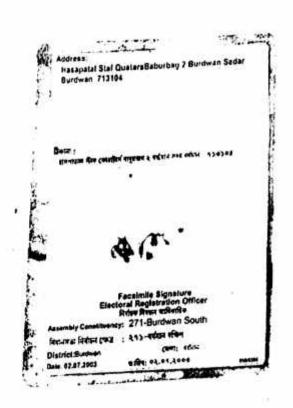
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DILLY KINNER MALLINE

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

Dilil Kumar Mahare





Swarys Sayles

GHAR°



Reference : GHLLP/	Date :

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING BY THE DESIGNATED PARTNERS OF GHAR HOUSING LIP ON 03/08/2023 AT 11.00 A.M. AT REGISTERED OFFICE - AT 227B. B T ROAD., KOLKATA - 700036, WB.

It was decided unanimously by the Designated Partners, Mr. Bishwanath Ghar and Mrs. Sutapa Ghar of the GHAR HOUSING LLP that a Development Agreement Cum Development Power of Attorney shall be executed with Mr. Prodip Rumar Mehera, and Mr. Dilip Kumar Mehera.

RESOLVED THAT the consent of the directors are hereby accorded to authorize Mr. BISHWANATH GHAR for signing of documentation related to Development Agreement Com Development Power of Attorney, Agreements, Registrations, Deed or Conveyance, Sign, Execute and Arrange to file, whether physically or digitally, the forms, returns, agreements, applications, statement, undertakings, attidavit, declarations and any other agreements as may be required to be submitted, for and on behalf of the LIMITED comments as may be required to be submitted, for and on behalf of the LIMITED LIABILITY PARTNERSHIP named "GHAR HOUSING LLP" to any other state or Central Government Bodie's, Registration Authorities and in compliance with the applicable provisions of The LLP Act 2008 and rules & regulations are made there under.

FURTHER RESOLVED THAT a copy of this resolution be given to the appropriate authority and any other as may be required under the seal and signatures of the Designated Partners of the Limited Liability Partnership as and when necessary.

CERTIFIED TRUE COPY

For GHAR HOUSING LLP

FOR GHAR HOUSING LLP

PARTNER

PARTNER

FOR GHAR HOUSING LLP

Sutapa Shar

Major Information of the Deed

	Major Informatio	n of the Deed		
39		- 10000		
Deed No:	1-0203-06376/2023	Office where deed is registered Office where deed is registered		
Query No / Year	0203-2001890523/2023	A.D.S.R. Bardhaman, District: Purba Bardhama		
uery Date 25/07/2023 12:58:38 AM		A.D.S.R. Bardhameri, C.		
Applicant Name, Address & Other Details	SUMIT BHADRA 254 ARVIND PALLY,Thana : Ba , District : Purba Bardhaman, WE Status :Advocate	1900 Prof. 1800 Prof.		
Transaction [0110] Sale, Development Agreement or Construction agreement		Additional Transaction [4002] Power of Attorney, General Power of Attorney [Rs : 100/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 1]		
	1000	Market Value		
Set Forth value				
Rs. 50/-		Pegistration Fee Paid		
Stampduty Paid(SD)		Rs. 21/- (Article:E, E, E)		
Rs. 75,060/- (Article:48(g))	say / FIETY only) from the applicant for issuing the assembly		
Remarks	Received Rs. 50/- (FIFTY only area)	Rs. 21/- (Article:E, E, E) Ny) from the applicant for issuing the assement slip.(Urba		

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: B.C. Road, Mouza: Burdwan, , Ward No: 29, Holding No:47 and 48 JI No: 30, Pin Code: 713104

Distr No: 2	ict: Purba Ba 29, Holding N	0.47 0110			713104 Area of Land	SetForth (In Ps.)	Value (In Rs.)	Other Details
Sch	Plot N	Khatian Number	Proposed	ROR	5,5 Dec	10/-	91,19,999/-	Width of Approach Road: 18 Ft.,
No L1	Number LR-8235 (RS:-7234)	LR-20800	Bastu	Bastu	5.5 Dec			Adjacent to Metal Road,
(KS:-1234	(KS :-1201)			-		10/-	91,19,999/-	Width of Approac
L2 LR-	LR-8235 (RS:-7234)	(RS:-783\0	Bastu	Bastu	5.5 Dec	10/-		Road: 18 Ft., Adjacent to Metal Road,
	(1.0					10/-	67,65,381/-	Width of Approach
L3 LR-8236	LR-8236 (RS:-7234)	LR-20800, (RS:-783\0	Bastu	Bastu	4.08 Dec			Road: 18 Ft., Adjacent to Metal Road,
	V.STSS CO.	j				10/-	67,65,381/-	Width of Approach
L4 LR-82 (RS:	LR-8236 (RS :-7234)		Bastu	Bastu	4.08 Dec	101-		Adjacent to Metal Road,
		1			19.16Dec	40 /-	317,70,760 /-	
\dashv		TOTAL:			19.16Dec	40 /-	317,70,760 /-	
\dashv	Grand	Total:			19.10060		11	

h St	etails : ructure etails	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
On La	and L1, L2, L3, L4	6000 Sq Ft.	10/-	24,30,000/-	Structure Type: Structure

Gr. Floor, Area of floor : 3000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 150 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 3000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 150 Years, Roof Type: Pucca, Extent of Completion: Complete

Total: 6000 sq ft 10 /- 24,30,000 /-

0	Name,Address,Photo,Finger	Photo	Finger Print	Signature
1	Name	TOTAL STATE OF THE PARTY OF THE		
1	Mr Prodip Kumar Mehera (Presentant) Son of Late Murary Mall Mehera Executed by: Self, Date of Execution: 04/08/2023 , Admitted by: Self, Date of			Presis some mehone
	Admission: 04/08/2025 /		LTI	64/08/2023
	: Office	04/08/2023	0.4108/2023	11
	District:-Purba bar Borson	Citizen of: Ind	id, PAIL TOTA	Rajbati, P.S:-Bardhaman 04 Sex: Male, By Caste: Hindu, xxxx1L, Aadhaar No: of Execution: 04/08/2023
	District:-Purba bar Borson	Citizen of: Ind dividual, Execu Admission: 04	id, PAIL TOTA	of Execution: 04/06/2025
	Occupation: Retired Person, 71xxxxxxxx0877, Status :Ir , Admitted by: Self, Date of	Citizen of: Ind	id, PAIL TOTA	of Execution: 04/06/2025
2	Occupation: Retired Person, 71xxxxxxxxx0877, Status :Ir, Admitted by: Self, Date of Name Mr Dilip Kumar Mehera Son of Late Murary Mall Mehera Executed by: Self, Date of Executed by: Self, Date of Execution: 04/08/2023	Citizen of: Ind dividual, Execu Admission: 04	id, PAIL TOTA	of Execution: 04/06/2025 Office Signature
2	Occupation: Retired Person, 71xxxxxxxx0877, Status :Ir, Admitted by: Self, Date of Name Mr Dilip Kumar Mehera Son of Late Murary Mall Mehera Executed by: Self, Date of Executed by: Self, Date of	Citizen of: Ind dividual, Execu Admission: 04	id, PAIL TOTA	of Execution: 04/06/2025

Atmabas B. C. Road, Uttar Fatak, City:- Not Specified, P.O:- Rajbati, P.S:-Bardhaman, District:-Purba Bardhaman, West Bengal, India, PIN:- 713104 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx6G, Aadhaar No: 23xxxxxxxx2329, Status:Individual, Executed by: Self, Date of Execution: 04/08/2023, Admitted by: Self, Date of Admission: 04/08/2023, Place: Office

SI	Name,Address,Photo,Finger print and Signature
No	Diatrict - North 24-Parganas
	GHAR HOUSING LLP 227 B, B. T. Road, Kolkata, City:- Not Specified, P.O:- Baranagar, P.S:-Baranagar, District:-North 24-Parganas West Bengal, India, PIN:- 700036, PAN No.:: AAxxxxxxx8F, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

SI	Name,Address,Photo,Finger	ure	Signature	
No 1	Name	Photo	Finger Print	1M. S
	Mr Bishwanath Ghar Son of Late Bhriguram Ghar Date of Execution - 04/08/2023, , Admitted by: Self, Date of Admission: 04/08/2023, Place of Admission of Execution: Office	G.	LTI	0408/2023
	F-100-100-0	p, City:- Not Spo Vest Bengal, Inc	ecified, P.O:- Jotram dia, PIN:- 713101, Se No.:: AHxxxxxxx3P, A DUSING LLP (as dev	i, P.S:-Bardhaman ex: Male, By Caste: Hindu, Aadhaar No: 36xxxxxxxx0774 Statu veloper)

Identifier Details :	Photo	Finger Print	Signature
Name	Tone - 14 (57010 / 5/94 0.5)	+3	
Mr Swarup Sarkar Son of Mr Sadhan Sarkar Staff Quarters, City:- Not Specified, P.O:- Burdwan, P.S:-Bardhaman District:-Purba Bardhaman, West	a		J- v 2
Bengal, India, PIN:- 713101		04/08/2023	04/08/2023
Identifier Of Mr Prodip Kumar Mehera,	04/08/2023	04/00/2020	u. Char

Transf	er of property for L1	
	From	To. with area (Name-Area)
1	Mr Prodip Kumar Mehera	GHAR HOUSING LLP-5.5 Dec
Transf	er of property for L2	了。2011年,在1915年2月1日 1916年 1
-	From	To. with area (Name-Area)
1	Mr Dilip Kumar Mehera	GHAR HOUSING LLP-5.5 Dec
Transi	fer of property for L3	- 36 THE
· · · · · · · · · · · · · · · · · · ·	From	To. with area (Name-Area)
1	Mr Prodip Kumar Mehera	GHAR HOUSING LLP-4.08 Dec
Trans	fer of property for L4	
	From	To. with area (Name-Area)
1	Mr Dilip Kumar Mehera	GHAR HOUSING LLP-4.08 Dec
Trans	fer of property for S1	A STATE OF THE TAX AND AND AND ADDRESS OF THE PARTY OF TH
	From	To. with area (Name-Area)
1	Mr Prodip Kumar Mehera	GHAR HOUSING LLP-3000.00000000 Sq Ft
2	Mr Dilip Kumar Mehera	GHAR HOUSING LLP-3000.00000000 Sq Ft

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: B.C. Road, Mouza: Burdwan, , Ward No: 29, Holding No:47 and 48 Jl No: 30, Pin Code: 713104 Land Details as per Land Record

29,	Purba Bardhaman, P.S:- Bardon Holding No:47 and 48 Jl No: 30, Plot & Khatian	Pin Code : 713104 Details Of Land	as selected by Applicant	
ich No	Number	Owner:প্রদীপ কুমার মেহেরা,	Mr Prodip Kumar Mehera	
_1	LR Plot No:- 8235, LR Khatian No:- 20800	Owner:এপাৰ সুৰাম বিধেয়ন, Gurdian:মুরামী মল মেহেরা, Address:নিজ , Classification:বাস্ত, Area:0.05500000 Acre,		
			Mr Dilip Kumar Mehera	
L2	LR Plot No:- 8235, LR Khatian No:- 20801	Owner:দিনীপ কুমার মেহেরা, Gurdian:মুরারী মল মেহেরা, Address:নিজ , Classification:বাস্ত, Area:0.05500000 Acre,	Mohora	
_3	LR Plot No:- 8236, LR Khatian No:- 20800	Owner:প্রদীপ কুমার মেংরা, Gurdian:মুরারী মল মেংরা, Address:নিজ , Classification:বাস্ত, Area:0.04080000 Acre,	Mr Prodip Kumar Mehera	
	acac LD Khatian	Owner:দিলীপ কুমার মেহেরা,	Mr Dilip Kumar Mehera	
L4	LR Plot No:- 8236, LR Khatian No:- 20801	Gurdian:মুরারী মল মেহেরা, Address:নিজ , Classification:বাস্ত, Area:0.04080000 Acre,		

Endorsement For Deed Number : I - 020306376 / 2023

On 04-08-2023

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

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

Presented for registration at 12:20 hrs on 04-08-2023, at the Office of the A.D.S.R. Bardhaman by Mr. Prodip Kumar Mehera, one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) Execution is admitted on 04/08/2023 by 1. Mr Prodip Kumar Mehera, Son of Late Murary Mall Mehera, Atmabas B. C.

Purba Bardhaman, WEST BENGAL, India, PIN - 713104, by caste Hindu, by Profession Retired Person, 2. Mr Dilip Kumar Mehera, Son of Late Murary Mall Mehera, Atmabas B. C. Road, Uttar Fatak, P.O. Rajbati, Thana: Bardhaman

, Purba Bardhaman, WEST BENGAL, India, PIN - 713104, by caste Hindu, by Profession Business Indetified by Mr Swarup Sarkar, , , Son of Mr Sadhan Sarkar, Staff Quarters, P.O: Burdwan, Thana: Bardhaman

, , Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Others

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

Execution is admitted on 04-08-2023 by Mr Bishwanath Ghar, developer, GHAR HOUSING LLP (LLP), 227 B, B. T. Road, Kolkata, City:- Not Specified, P.O:- Baranagar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India,

Indetified by Mr Swarup Sarkar, , , Son of Mr Sadhan Sarkar, Staff Quarters, P.O. Burdwan, Thana: Bardhaman , Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Others

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/08/2023 9:24PM with Govt. Ref. No: 192023240155576658 on 03-08-2023, Amount Rs: 21/-, Bank: SBI EPay (SBIePay), Ref. No. 4148199592229 on 03-08-2023, Head of Account 0030-03-104-001-16

Certified that required Stamp Duty payable for this document is Rs. 75,060/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 70,060/-

1. Stamp: Type: Impressed, Serial no 9213, Amount: Rs.5,000.00/-, Date of Purchase: 01/08/2023, Vendor name:

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/08/2023 9:24PM with Govt. Ref. No: 192023240155576658 on 03-08-2023, Amount Rs: 70,060/-, Bank: SBI EPay (SBIePay), Ref. No. 4148199592229 on 03-08-2023, Head of Account 0030-02-103-003-02

Son.

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2023, Page from 172501 to 172566 being No 020306376 for the year 2023.



Digitally signed by SANJIT SARDAR Date: 2023.08.10 16:04:17 +05:30 Reason: Digital Signing of Deed.

Son.

(Sanjit Sardar) 2023/08/10 04:04:17 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. Bardhaman West Bengal.

Checked by

1 6 AUG 2023



Certified to be a True Copy

1 6 AUG 2023

(This document is digitally signed.)