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Certified that the Documents is admitted to registration. The endorsement sheets attached with this document are the Part at this document.

[Signature]
Addl. District Sub-Registrar
Asansol, Dist-Paschim Bardhaman

27 NOV 2025

GRN - 192025260359980258

E Query - 2003183102/2025

DEVELOPMENT & CONSTRUCTION AGREEMENT

THIS DEVELOPMENT & CONSTRUCTION AGREEMENT is made on this the 27th day of November, 2025,

By & Between:-

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[Signature]

FIRST PARTY / LAND-OWNER :

SRI JASWANT SINGH PAN NO: AQEPS5862A S/o Late Jarnail Singh residing at S.P. Mukherjee Road 1st Right Bye Lane Murgasol Asansol-713303,

ii) **SRI PRITHPAL SINGH Pan No: BBRPS4930E S/o Late Bhajan Singh** by faith - Sikh, by occupation - Business, residing at S.P.Mukherjee Road Murgasol Asansol.

herein after referred to and called as the "**FIRST PARTY / LANDOWNERS**" (which term or expression shall unless excluded or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

SECOND PARTY / DEVELOPER:

OMKARA INFRASTRUCTURES, Pan: AAHFO7356G a partnership Firm having its office at S.P.Mukherjee Road 1st Right by lane Murgasol Asansol 713303 the said Firm being represented by one of its partner **Mr. JASWANT SINGH, S/o Late Jarnail Singh, Pan: AQEPS5892A**, Citizen of India, by faith - Sikh, by occupation - Business, residing at S.P.Mukherjee Road 1st Right by lane Murgasol Asansol 713303 hereinafter called and referred to as the **DEVELOPER** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors - in - Office, heirs, executors, legal representatives, administrators and assigns) of the **SECOND PART**.

2. The term "Owners" shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, administrators, executors legal representatives, nominees and assigns.
3. The term "Developer" shall unless excluded by or repugnant to the subject or context be deemed to mean and include the Partners for the time being and their respective heirs, successors, administrators, executors legal representatives, nominees and permitted assigns.

4. **Definitions :**

The following terms and expressions shall in these presents have the respective meanings assigned to them herein below, unless the same by contrary to be repugnant to the subject or context:

- 4.1 **BUILDING** shall mean and include the blocks of multistoried building to be constructed by the Developer on the Premises so amalgamated in pursuance of this Development Agreement and in accordance with the sanctioned

Building plan sanctioned by the Asansol Municipal Corporation and as per the specifications mentioned in Schedule "B" hereto:

COMMON EXPENSES shall include all expenses for the management, maintenance and upkeep of the building, the Common Areas therein and the Premises and the expenses for Common Purposes of the Flat/Space Owners inclusive of the expenses mentioned in Schedule "C" hereto and shall be payable proportionately by the Flat/Space Owners periodically as maintenance charges:

- 4.3 **COMMON AREAS** shall mean and include the common portions to be made and erected for conveniently use by the Flat/Space Owners in common which are mentioned in Schedule "D" hereto:
- 4.4 **COMMON PURPOSES** shall include the purpose of managing and maintaining the Premises, the building and in particular the Common Areas rendition of services in common to the Flat/Space Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Flat/Space exclusively and the Common Areas in common.
- 4.5 **COVERED AREA** in relation in a Flat/Space shall mean, the Ground area covered immediately above the plinth level covered by the building but does not include the space covered by:

- a. Garden, Rockery, Well and Well structures, Plant Nursery, Water Pool, Swimming Pool (if uncovered), Platform round a Tree, Tank, Fountain, Bench, Chabutara with open top and unenclosed on sides by walls and the like;
- b. Drainage culvert, Conduit, Catch-pit, Gully-pit, chamber, Gutter and the like; and
- c. Compound wall, Gate, Slide/Swing door, Canopy, and areas covered by Chajja or similar Projections and Staircases which are uncovered and open at least on three sides and also open to sky.

But Such Flat/Space shall be covered by:

- a. Bed Room, Study Room, Hall, Living area, Drawing, Dining room, Kitchen, Balcony, Verandah, Toilet, Bath Room, Pantry, Store Room including proportionate area of the Stair, Lift, if any and the passage and lobby of the said floor stair;
 - b. Also are included thickness of the walls (external or internal), the columns and pillars (therein will be provided) That if any wall, column or pillar be common between two Flat/Space, then one-half of the area under such wall, column or pillar shall be included in each such Flat/Space.
- 4.6 **FLAT/SPACE/UNIT OWNER** shall according to the context, mean all Purchaser/s of different Flat/Space/Unit in the building and shall also include the Owners, Developer in respect of such Flat/Space which are retained and/or not alienated and/or not agreed to be alienated for the time being.

PREMISES /LAND shall mean **0.10acre**. be the same a little more or less **BASTU LAND** lying and situated at Mouza – Asansol, J.L. No. 35, appertaining to **Unit I** : L.R. Khatian No. 7251, L.R. Plot No. 1499 (Land measuring 0.05 acre more or less) and **Unit II** : L.R. Khatian No. 7252, L.R. Plot No. 1499 (Land measuring 0.05acre) under Police Station – Asansol South, within the Local Limits of Asansol Municipal Corporation , Additional District Sub Registrar, Asansol, District –Paschim Burdwan, Pin – 713303, morefully and particularly described in the Schedule "A" hereunder written.

- 4.8 **MUNICIPALITY/CORPORATION:** shall mean the Asansol Municipal Corporation and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the plan:
- 4.9 **PROPORTIONATE OR PROPORTIONATELY** shall mean the ratio between the covered area of the unit and the total constructed portion on the said Premises inclusive of the undivided share in the land comprised in the premises held by the Flat/ Space Owners:
- 4.10 **SANCTIONED BUILDING PLAN** :shall mean the new building plan to be sanctioned or any subsequently modified on exceptional or necessary reasons or "AS MADE" plan to be sanctioned by the Asansol Municipal Corporation at the cost of the Developer over the plot of lands:
- 4.11 **SUPER BUILT UP AREA** of a Flat/Space shall mean the area of a Flat/Space computed by adding an agreed fixed percentage.
- 4.12 **UNIT** shall mean the partly or wholly constructed Flat/Space in the building (which is agreed to be constructed by the Developer) and also include proportionate undivided share in Common Portions of the building and Premises whatsoever as the case may be.

5. **Owners' Allocations (as specified in Schedule 'B' below):**

The Developer agrees to allot the following Unit/s in the proposed building to the Owners as per the following specifications:

- (a) The Owners herein shall get and allot **40% (Forty) PERCENT** of the total constructed area of the proposed blocks of G+IV multi storied building to be constructed over the said land according to the sanctioned building construction plan from the concerned authority of Asansol Municipal Corporation includes all its floors, flats, shops, commercial spaces, stairs, lift, parking, together with proportionate share in the land of the Property/Property together with right to use and enjoy all Common Portions of the land and the building.

(b) Be it specifically settled between the parties that the first party shall get their said 40% constructed area i.e. as morefully specified in 'the Schedule 'B' below completed in all aspect.

6. **Developer's Allocations (as specified in Schedule 'C' below)::**

The Developer will get the entire remaining and / or balance **60% (Sixty) PERCENT** of the constructed area of the G+IV multi storied building which includes all its floors, stairs, lift, the ultimate roof except the portion allotted for the Owners of the building together with proportionate share in the land of the Property/Premises together with right to use and enjoy all Common Portions of the land and the G+IV multi storied building.

Background:

WHEREAS the Bastu Land measuring 10 Decimals on LR Khatian no: 7251, 7252 LR: Plot No: 1499 Mouza: Asansol JL: 35 belongs to **SRI JASWANT SINGH** and **SRI PRITHPAL SINGH** which they purchased vide deed no : 908/2024 registered in the office of ADSR , Asansol

AND WHEREAS **SRI JASWANT SINGH** and **SRI PRITHPAL SINGH** after such purchase got their name recorded in the L.R.Record of rights in L.R. Khatian No: 7251,7252 L.R. Dag No: 1499 of the said Mouza.

AND WHEREAS as per the recital as descried hereinabove, the said Owners became the sole and absolute Owners in respect schedule mentioned land and recorded their names in concerned B.L. & L.R.O. against the said lands and obtained Records of Right (Parcha) in their individual name and paying the khazna (revenue) to the Government according to their respective shares.

AND WHEREAS the said Owners herein being desirous of developing the aforesaid Property/Premises by raising blocks of multi-storied building thereon with residential but in absence of experience and stringency of finance the present said Owners is in search of better sufficiently experience and financially capable Developer who could do the needful construction over the aforesaid Properties/Premises as desired and expected.

AND WHEREAS the Developer herein being an experience and financially capable approached the said Owners herein to enter into an Agreement for Developing the aforesaid Property/Premises by constructing a blocks of multi-storied building with residential flats / commercial spaces etc on the aforesaid Property/Premises as mentioned in the scheduled hereunder written with the object of selling such flats. However, the Developer will start constructions after obtaining the new building plan sanctioned from the authority of Asansol Municipal Corporation.

8. Terms and Conditions :

NOW THESE PRESENTS WITNESSTH and the parties hereby agree as follows:

1. That the Agreement shall deemed to have commenced on the form the date of execution of this Agreement.
2. This Agreement for Development is being made on the express understanding that the Developer would comply with and/or cause compliance with all the statutory provisions in relation to such development and construction and for this purpose the expenses that might be incurred would be solely borne by the Developer.

That the Owners and Developer hereby declare that they have entered into this Agreement for Development purely as a contract/or joint venture basis, as nothing contained herein shall be deemed to constitute as partnership between them in any manner.

The Owners would handover vacant peaceful possession of the aforesaid Property/Premises to the Developer and entrust the absolute right and authority to work to develop the aforesaid Property/Premises in accordance with Sanctioned building Plan.

5. The Owners hereby give license and absolute possession to the Developer to enter upon the aforesaid Property/Premises with full right and authority with men and material and shall always co-operate with the developer to commence, carry on and complete development and construction thereon of the building in accordance with the Sanctioned building Plan and the particulars given in the Schedule hereto.
6. The Developer hereby agreed and undertakes to obtain all necessary and statutory sanctions and permissions for constructing a building with various Flat/Space on the aforesaid Property/Premises.
7. **HANDOVER OF DOCUMENTS** :- The First Party / Landowners shall hand over all necessary papers and documents such as Original Title Deeds, Chain Deed, Parcha, Khajna, Tax Receipt, Electricity Bill, Copy of the Voter ID Card, Copy of PAN Card of the Owners, etc. in respect of the aforesaid Property/Premises to the Developer within 1week of this agreement and the Developer will acknowledge those upon issuance of receipt.
8. **COMPLETION**:- Completing the G+IV multistoried Building Complex and making the units inhabitable in all respects within **thirty six (36) months** from the date of sanction of the Building Plan by the competent Authority of A.M.C., *subject to Force Majeure* and reasons beyond the control of the Developer (hereafter the "Completion Date") & after receiving all the necessary sanctions from all the competent authority like: ADDA, Fire, Forest, AMC, W.B. RERA, etc. which are Necessary to the construction of the new building. It is to be noted that the time shall/may be extended for **Force Majeure** described later on. However the Developer shall be allowed additional grace period of **06 (Six) months** after completion of the above mentioned period for completion of the building for applying for the Occupancy Certificate to the competent Authority subject to Force Majeure.
9. **POSSESSION** :- Immediately after executing this Agreement, the Owners shall hand over exclusive possession of the Said Property to the Developer (hereafter called the "Possession Date") and allow unhindered entry and or access to the Said Property to the men, servants and agents of the Developer there at, first for the purpose of measurement, soil testing and such other necessities connected with the Project, and thereafter for actually executing the Project.

The Owners hereby gives permission to the Developer to enter upon any agreement or contract for the purpose of development and construction of the Building. The Developer may obtain finance for the Project from any bank or financial institution and necessary documents in that regard shall be signed and executed by the Owner subject to however that under no circumstances the Owner shall create any charge, mortgage or any other lien in respect of the Owners Allocation.

0. The Owners shall however on request to the Developer sign and execute the applications plans and any other documents necessary in relation to the said development and construction and the costs and expenses thereof would be borne by the Developer.
11. The Developer shall be entitled to make advertisements, hung up advertisement boards upon the aforesaid Property/Premises and do such other things as may be required for the purpose of sale of Flat/Space in the Building without in any way prejudicing the interests of the Owners.
12. The Developer shall pay and discharge all taxes, rates and other levies on or in relation to the aforesaid Property/Premises and payable by the Owners from the date of execution of this Agreement for Development.
13. The Owners authorizing the Developer to exercise all the rights, powers, privileges and benefits of the Owners have, enjoy and possess over the aforesaid Property/Premises and the Developer shall not require and/or to obtain any further permission to exercise those rights, powers, privileges and benefits from the Owners.
14. That in case of death of any of the parties herein, the heirs and/or successors shall be bound by this Agreement for Development and continued with the terms and covenants of this Agreement for Development in place and stead of the deceased party/s.
15. The Owners agree to execute the necessary Power of Attorney in favour of the Developer, authorizing it to represent before any authority and to do all such acts and things that are necessary for development of the aforesaid Property/Premises and for the execution of this Agreement for Development and to obtain advance booking and/or entire consideration and registration of Deed of Conveyance in respect of prospective buyers for any Flat/ Space lying and situate in the Developer Allocation in the Building.
16. The Developer shall be at liberty to sell or allot Flat/Space lying and situate in the Developer Allocation in the Building over the aforesaid Property/Premises and to enter into agreements with the prospective Purchasers on such terms and conditions as the Developer might think fit and proper without affecting any right or interest of the Owners and for that no further consent is to be required from the Owners.
17. The Owners agrees to execute and register Deed of Conveyance or join as Vendor in the execution thereof in favour of the prospective Purchasers of Flat/Space lying and situate in the Developer Allocation in the Building over the aforesaid Property/Premises. The Owners shall have no right to claim any amount to execute and register Deed of Conveyance in respect of Flat/Space

lying and situate in the Developer's Allocation in the Building over the aforesaid Property/Premises save and except the Owner's Allocation as state herein above.

- The Stamp Duty and Registration Charges and all other charge in connection to execute and register Deed of Conveyance will be paid and borne by the intending Purchaser/s in respect thereof. The purchaser/s shall arrange for payment of Stamp Duty and Registration Charges and all other charges including the Advocate Fees in connection therewith. For the said purpose, the Developer shall have the exclusive authority to appoint Advocate who conduct the said agreement/s and/or conveyance/s, none other/s can be authorized.
19. That in the event the Owners without any valid and/or cogent reason decline or refuse to execute or register the Deed of Conveyance in favour of the prospective Purchasers of Flat/Space lying and situate in the Developer Allocation in the Building over the aforesaid Property/Premises, the developers covenant herein to get the execution and registration done through appropriate Court of Law.
 20. Thus the terms and conditions of this Agreement for Development may be amended or modified or altered by mutual consent in writing by the parties hereto.
 21. That save and except what are provided herein, the rights, interests and liabilities shall be governed by the law from time to time in force.
 22. That the Developer herein shall be entitled and empowered by the LandOwners herein that the Developer can amalgamate the schedule below property with the adjacent landOwners of the adjacent properties for development purpose. On that aspect, the Vendor/Owners herein always execute, sign, all such deeds, documents, application, affidavit, declaration, etc. and also co-operate with the Developer herein all times without any delay and/or question.
 23. On execution of this agreement for development, the Owners shall hand over the vacant and peaceful possession of the said property to the Developer and Developer shall thereafter be authorised to commence construction of buildings on the said land in accordance with the plans approved and/or sanctioned by the Asansol Municipal Corporations and take such steps as may be necessary or expedient and incidental to carry out the development of the said land at their own costs, expenses. For the said purpose, the Developer shall be entitled to appoint Architects, Engineers, Surveyors, Contractors, Agents and other personnel and shall be entitled to take all such steps as may be necessary or incidental for such development and construction work at their own costs and expenses.
 24. Immediately on the execution of these presents, the Owners herein shall execute a Development Power of Attorney in favour of the Developer or their Nominee(s) as may be desired by the Developer for the purpose of signing and/or executing all the applications, proceedings, plans, etc. to obtain necessary approval from the various authorities in connection with the

development to be submitted by the Developer on behalf of the Owners to the Competent Authority, Urban Land Ceiling, Asansol Municipal Corporation, ADDA or any other Government or Semi-Government authority in connection with the development so as to facilitate the development of the property hereby agreed to be developed by the Developer on behalf of the Owners. The Owners hereby agree that the said Power of Attorney shall not be, under any circumstances, revoked by the Owners as long as these presents subsist and remain binding upon the parties hereto. If the said Power of Attorney is revoked by the Owners and delay is caused in developing the property hereby agreed to be developed the consequences arising thereof shall be at the costs of the Owners alone.

25. It is agreed and undertaken by the Developer that they shall at their own costs and expenses persuade the matter with ADDA, Asansol Municipal Corporation or any other Govt or semi Govt Authority, Electric Supply Agency for the purpose of removing the reservation/restriction, if any and for the purpose of allotting the plots under the Scheme, etc. and under no circumstances, the Developer shall call upon the Owners to pay the costs of such actions.
26. The Owners shall render all assistance, co-operation and sign and execute or cause to be signed and executed all applications, plans, authorities and other writings as may be necessary or required to enable the Developer for development of the said plot and to obtain approval of the Asansol Municipal Corporation and Planning Authority to the Plans, designs and drawings for putting up building and structures and shall on the execution thereon execute a Power of Attorney in favour of the Developer or their Nominee/s to enable them to develop the said property.
27. The Developer shall not commence any work of development on the said property, unless the no objection and commencement certificate is issued by the State Government/Municipality in favour of the Owners.
28. That on and from the date of the Developer notifying the said blocks of buildings having been made ready for the occupation, the Owners and/or intending Purchaser/s shall make the payments and others to Developer the amount/s for the services, maintenance, installations, sinking fund and others and/or given to the Developer. The Developer shall deposit the said Sinking Fund with the Maintenance Company formed solely by the Developer upon its discretion at and after the deduction of the dues and outstanding of the Owners and/or different Purchaser/s as the case may be. The Owners and Purchaser/s hereby agree that the apportionment of such maintenance costs, charges and expenses as also the rates, taxes and outgoings shall be made by the Developer on the basis of the respective areas of the Unit/s, Residential/s, Office/s etc. in the said project and the same shall be made by the Developer on the basis of the respective areas of several Unit/s, Residential/s, Office/s etc. in the said project and the same shall be conclusive, final and binding. The said Maintenance Company shall be having a memorandum of agreement with the Developer for the performances of the works and affairs relating to the maintenance and others at and under the said project as and when the completion of the said development hereof shall take place.

Holding Organization and/or Maintenance Company shall mean and refer to any company, Association, Society to be constituted and formed for the purpose of maintenance and looking after new blocks of buildings after disposal of all saleable unit and areas and delivery of possession and execution of sale deed of all saleable units in the new building in favour of the respective purchasers/occupiers of the Developer's allocation as defined hereinabove. Such Holding Organisation and/or Maintenance Company shall be formed by the Developer exclusively and the same shall be functioned till the Developer thinks fit and proper.

30. That for any act, actions, activities, declarations, oaths, disputes on the part of the Owners if the said proposed project cannot be materialized by the Developer which is not for its acts, actions, activities, declarations, oaths, disputes, on that event the Owners bind themselves for demurrage charges as assessed by the Developer **plus** expenses for measurement of the entire plot of land, posting security, cost of construction of boundary walls of the entire building, expenses for conversion of land, expenses for plan sanction, Municipal affair expenses, legal expenses, documents, transport charges and so many other and/or various charges incurred by the developer for the purpose of development of the said property **plus** entire construction cost which will be assessed by the Developer for the building so constructed over the said property upto and/or till that period.
31. That the developer hereby authorize by the Owners herein and also empowered and got every right to assign the said job of construction work over the said property to any third party suitable to it and on that event, the Owners shall not raise any objection to that effect and agree with the Developer herein for causing such assignment.

9. **Covenants of the Owners:**

The Owners hereby covenant that:

- a) They have declared and confirmed that they are the only and absolute and sole Owners of the aforesaid Property/Premises exclusively belonged and in possession of themselves.
- b) They have good right, title and interest and full power absolute authority to execute this Agreement for Development with the Developer and the aforesaid Property/Premises is free from all encumbrances, liabilities etc, whatsoever:
- c) They hereby declares and confirms that the measurement of the aforesaid Property/Premises is in accordance with the Schedule hereto and is free from all encumbrances, attachment and liens whatsoever and there is no pending acquisition or requisition proceeding in respect thereof:
- d) They shall keep the Developer well and sufficiently save, harmless and indemnified from and against all manner of former encumbrances, liabilities, defect in right, title, interest, etc. whatsoever in respect of the aforesaid Property/Premises.

- e) The representation and covenants as mentioned hereinabove as well as Schedule all true and correct.
- f) Till date no legal proceeding or any other proceedings had been instituted or still pending in any Court of Law or in any where in relation to the title and possession concerning the said land.
- g) No dispute or difference exists between the various Owners of the said land and any other person concerning to or relating to the said land in any way whatsoever.
- h) Apart from the Owners herein none else have any right title interest or claim of whatsoever nature in the said land.
- i) No Notice or any proceeding is pending under the Public Demand Recovery Act and/or any other law for the time being in force in respect of the said land.
- j) No Agreement for Sale, Memorandum of Understanding or Mortgage or security or charges exists in respect of the said land or any part or portion thereof.
- k) The said land or any part or portion is not the subject matter of any requisition or acquisition proceedings of the land Acquisition Collector or Government or any other Public Authority or any other law for the time being in force or otherwise, nor the land Owners of the said land or their predecessor-in-interest receive such notices.
- l) The said land is free from all encumbrances charges liens and mortgage lispences Trust of whatsoever nature. That no mortgage or security is created against the said land at any financial institution/banks and the said land is free from all encumbrances.
- m) No Income Tax Recovery Proceedings or any other Recovery proceedings are pending against the Owners or their predecessors in interest.
- n) The Owners herein has clear marketable title of the said land free from all encumbrances charges liens and lispences.
- o) All the Owners are in peaceful possession of the said land.
- p) There is no bar or hindrance of the Developer to amalgamate the said lands in One holding nor there is any restriction under any State Law or by any notification to have the building plan sanctioned from the Asansol Municipal Corporation for proposed construction.
- q) The Owners duly completed the mutation in their name, paid the arrear taxes and recorded his name with Asansol Municipal Corporation as well as concerned Block Land and Land Reforms Officer.
- r) Shall at the costs and requests of the Developer, do execute all necessary documents as be reasonably required for construction of Building and to develop the aforesaid Property/Premises as per this Agreement for Development.

- s) Has not agreed, committed or entered into any Agreement for Sale, lease, sub lease, Mortgage, induct tenant or any other documents in respect of the Schedule mentioned aforesaid Property/Premises or any part thereof with any person or persons other than this Developer herein and they have not created any mortgage charges or any other encumbrances to any Bank or any Financial Institutions of the Schedule mentioned Property/Premises.
- t) Shall not do any act deed or thing whatsoever so that the Developer may be prevented from selling assigning or disposing of any part of the Developer Allocation of the proposed building or any work of construction.
- u) Shall always co-operate with the Developer and to sign and execute all necessary papers or documents necessary to transfer of the Developer Allocation hereby agreed
- v) Shall immediately on the execution of these presents, the Vendor herein execute a Power of Attorney in favour of the Developer or its Nominee(s) as may be desired by the Developer for the purpose of signing and/or executing all the applications, proceedings, plans, etc. to obtain necessary approval from the various authorities in connection with the development to be submitted by the Developer on behalf of the Owners to the Competent Authority, Asansol Municipal Corporation, Town Planning Authority or any other Government or Semi-Government authority in connection with the development so as to facilitate the development of the property hereby agreed to be developed by the Developer on behalf of the Owners.
- w) Shall not cancel and/or rescind this Agreement for Development and the Power of Attorney in any circumstances unless and until there will be clear discussion by and between the parties herein.
- x) Declare that there is no legal Bar or impediment to develop and to deal with the aforesaid Property/Premises.
- y) Shall pay common expenses along with other Flat/ Space Owners/s for their Unit proportionately to the Developer for common portions and common purposes till formation of the maintenance agency.
- z) Shall make out a clear and marketable title to the said property, hereditaments and premises agreed to be developed and ultimately to be conveyed free from reasonable doubts and all encumbrances and shall at his own costs and expenses get in all outstanding estates and clear all defects in the title and all encumbrances and claims on or to the said property including all claims by way of sale, exchange, mortgage, gifts, trust, hereditaments, possession.
- aa) Shall not in any way obstruct the development work to be carried out by the Developer and shall not do any act, matter or thing whereby the Developer will be prevented from carrying out the Development work envisaged under this Agreement.
- bb) All buildings to be constructed on the lands comprised under this Agreement and the dwelling units thereon will be in accordance with the

Scheme sanctioned by the Competent Authority or State Government under the provisions of prevailing Act and will be dealt with in accordance with the directions, if any, given by the Competent Authority or State Government while sanctioning the said scheme. If the Developer desire any variations in the said scheme, so as to provide dwelling units of larger sizes in the building to be constructed on the said land and/or to receive higher price for such dwelling units the Developer, shall be at liberty to make necessary application for the purpose to the authorities concerned at their own costs and the Vendor shall join the Developer in the said applications.

cc) That with the execution of these presents the Developer herein is handed over with the actual physical possession for its better demarcation and prospect, use, occupation, possession, management, preservation and enjoyment thereof. That the Developer herein after execution of this agreement, shall fix security / guard for the said property and also can erect security/guard room over the said property.

dd) That if the title of the Owners found defective in future or the land property shall be acquired by the Government and/or any Public Body, the Owners herein further undertake to demurrage charges as assessed by the developer plus expenses for measurement of the entire plot of land, posting security, cost of construction of boundary walls of the entire building, expenses for conversion of land, expenses for plan sanction, legal expenses, documents, transport charges and so many other and/or various charges incurred by the developer for the purpose of development of the said property plus entire construction cost which will be assessed by the Developer for the building so constructed over the said property upto and/or till that period.

ee) The Owners herein further undertake that the compensation for the acquisition so made by the Government and/or any Public Body from the Government and/or any Public Body may either be received by the Owners herein or their nominee/s at the option of the Developer herein and/or its nominee solely and exclusively and for the same the Owners herein shall be duty bound for all times to come to authorize the Developer herein and/or its nominee and for the same in law as deemed necessary. Such compensation shall be first adjusted towards the refund of the advance alongwith other expenses, costs, charges etc. incurred by the Developer together with the aforesaid interest unto and in favour of the Developer herein and/or its nominee/s and thereafter shall be appropriated and/or kept for the Owners herein as the case may be.

ff) The Developer shall retain further construction rights over the ultimate roof of the Building however, the ultimate roof of the Building at any given point of time shall be common for all the owners/occupiers of the Units of the Building at that point of time. If further construction over the roof of the building shall be carried out by the developer and the owner herein shall get a proportionate share from the said constructed area i.e. 40 % and expenses for getting further floor sanctioned i.e. sanction fees, penalty if any and misc expenses for the same will be shared equally between the owners and Developer herein. And the Owners also agree to pay 15 percent of the construction cost to the Developer herein for the said further construction.

gg) That the G+IV multistoried building/Project shall be consisting of various commercial shop rooms, residential units & garages as mutually decided & settled by & between the Parties.

10. DISPUTE RESOLUTION: In case of any dispute with respect to the interpretation of this agreement or on the rights and duties of the parties in terms of this agreement or any issue touching this agreement, the parties shall first attempt to resolve by conciliation. Such conciliation shall be attempted by each of the parties nominating a representative and them jointly working out conciliation between the parties. In case such conciliation fails to take place within 30 days then in that event the matter shall be referred to an arbitration of a Sole Arbitrator to be mutually appointed by both the parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 and the seat of the arbitration shall be at Calcutta.

11. TERMINATION: In case of termination of this agreement by the Owner, the Developer shall be entitled to the expenses and interest already made him in the execution of the project and in addition to the same 50% of the profit of the unsold area to be calculated at the prevalent market rate. However, in case the Developer terminates the agreement, then it shall not be entitled to claim any other sum except re-imbusement of actual expenses including interest. If the Owner decide to hand over the entire project to developer in that case the Owner shall be entitled to the expenses and interest already made them in the execution of the project and in addition to the same 50% of the profit of the unsold area to be calculated at the prevalent market rate.

12. INDEMNITY :

The Owners shall defend, indemnify and hold harmless the Developer from and against any claim, liability, demand, loss, expenses, damages, judgment or other obligation or right of action which may arise as a result of breach of this agreement by the Owners, misrepresentation by the Owners to the Developer of any of the representations contained herein, anything done or omitted to be done through the negligence contained herein, anything done or omitted to be done through the negligence or misconduct of the Owners or his representatives, employees or agents, action initiated/taken by statutory authorities with respect to the schedule property as a result of which the Developer's possession, work of construction and use of the schedule property is threatened/affected/hampered. The Owners shall also indemnify the Developer against any charges, encumbrances or other liabilities in respect of the Schedule property or pending litigation or acquisition proceeding against the schedule property which may arise in future.

13. FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a force majeure.

Force Majeure shall mean flood, earthquake, riot, war storm, civil commotion, strikes or from other acts beyond the control of the parties hereto.

Force Majeure shall include local affairs, AMC, or any other Govt. Office or officers and also West Bengal Municipal Act and/or Government Act if published after execution of this Agreement and in this regard the construction is held up, then the time of this agreement will be extended automatically.

14. JURISDICTION

Only Courts in the competent jurisdiction in the District of Paschim Burdwan shall have the jurisdiction to try and determine all actions, suits and proceedings arising out of these presents between the parties.

SCHEDULE "A" ABOVE REFERRED TO

Description of the entire property on or over which construction is to be made)

ALL THAT the piece and parcel of lands now treated as "BASTU" in total measuring about 0.10acre. be the same a little more or less 'BASTU' class of LAND lying and situated within the Local Limits of Asansol Municipal Additional District Sub Registrar Office - Asansol, District - Paschim Bardhaman, Pin - 713303, Mouza - Asansol, J.L. No. 35, the particulars of which are as follows :-

- a. Being L.R. Khatian No. 7251, corresponding to L.R. Plot No. 1499 (Land measuring 0.05 acre more or less).
- b. Being L.R. Khatian No. 7252, corresponding to L.R. Plot No. 1499 (Land measuring 0.05 acre more or less).

THE ENTIRE PROPERTY IS BUTTED AND BOUNDED AS FOLLOWS:

ON THE NORTH	:	Land of others
ON THE SOUTH	:	Land of others.
ON THE EAST	:	18Feet Municipal Road.
ON THE WEST	:	Land of others.

sent. Sil
(1 No. Mohishila Colony Road Bapukur)

-: SCHEDULE - "B" ABOVE REFERRED TO :-

(Land Owner's Allocation)

The LAND OWNERS shall get :

- (a) The Entire 2nd Floor within the proposed G+IV multi storied building.
- (b). The Entire 4th Floor within the proposed G+IV multi storied building
- (c) 4Nos: Four Wheeler Parking Space on the Ground Floor of the proposed G+IV multi storied building.
- (d) Shop No: 1 within the proposed G+IV multi storied building in the Ground floor.

-: SCHEDULE - "C" ABOVE REFERRED TO :-
(DEVELOPER'S Allocation Property)

All that land mentioned in the above 'A' schedule and super built up area including the covered area on each floor of the proposed building along with undivided proportionate shares of land (in short entire remaining constructed area and open parking space, Shops, Commercial areas except Landowner's Allocation) , including, but not restricted to the right of passage, drainage, garages, parking spaces, shops, offices, godown, common area & facilities, ultimate roof of the building, etc. under the proposed G+IV multi storied building as per Asansol Municipal Corporation's Sanctioned Building Plan, **except the Landowner's Allocation**, more fully specified in Schedule – B above, together with the right of passage.

SCHEDULE "D"
(Specification of Construction)

The Construction to be made and equipment fittings and fixtures to be installed and provided in proposed building shall of standard quality and shall confirmed to relevant India Standards of specification and according to the plans and specifications of the Architect and shall include the follows:

FOUNDATION : The foundation has been designed as reinforced cement concrete foundation, the details of which shall be finalized by the architect based on computerized load designing programmed, and as per relevant Indian Standard stipulation.

SUPERSTRUCTURES: The superstructure of the building has been designed as reinforced cement concrete framed structure with R.C.C. columns, beams and slabs based on computerized programmed and as per relevant Indian Standard stipulation.

3. **WALLS:** The external walls of the building shall be 200mm thick brick wall for outside and flat partition walls shall be 125mm and 75mm both to be bounded with proper cement mortar.

4. **FINISHES:** All internal surfaces shall be plastered with cement sand mortar and finished with Plaster of Paris/Putty. All external walls shall be plastered with cement sand mortar and shall be painted.

5. **FLOOR & SKIRTING:** All marbles/tiles flooring and skirting inside the rooms, Hall, Living Room, Drawing Room, Dining Room, kitchen, of the flat including verandahs, staircase etc. The skirting of four inches dado shall have marbles of standard make. Toilet Floor will be with Antiskid Tiles and inside wall of toilets up to 6' from floor level and shall have ceramic tiles of standard make. Kitchen counter shall be of black stone slab including SS Sink and shall have dado of 2' above the counters with ceramic tiles including the sink area.

6. **DOORS** : All door frames shall be made of SAL wood and shutters shall be made of wood thick hot pressed panel bounded flush door types including Main Door and all Toilet Door will be PVC Flash Door with frame including Standard fittings with Hash & Tower Bolt.

7. **Windows** will be provided aluminum Paneled (two or three tracks) with Smoke Grey Glass and M.S. flat Grill. Toilet Window will be MS Grill with Glass.

8. **SANITARY & TOILET FITTINGS:** There shall be with 4 nos. water delivery points including showers and Western Type Water closet of standard make will be used. All pipe lines shall be made of UPVC pipes with standard fittings. One Standard Basin with one (1nos) water delivery point will be provided.

9. **KITCHEN FITTINGS/FIXTURES:** The kitchen shall have works counter-Black Stone with slab top, SS sink, and one separate water arrangement for washing purposes on Sink Area.

10. **ELECTRICALS:** The electrical system shall consist of concealed with copper wiring with standard make cables. 16 (sixteen) electric points/switch including one main switch, one Isolator, one 16 amp. Power Point etc. will be provided in each flat but on request of purchasers more points against extra charges shall be provided.

11. **WATER SUPPLY:** There shall be deep tube-well, one overhead reservoir with Submersible pump as per the rule of the land.

PLUMBING AND SANITATION: Septic tank, sewerage line, open/covered and waste water drainage system shall be as per Indian standard specifications.

Apart from the aforesaid agreed specification if Owners/s or Landlords want to change or amend or added any specifications which should not disturbing the outside elevation of the Building or apart from Sanctioned Plan, that should be chargeable basis and the charges should be paid before the work or adjusted from the Agreed Consideration.

SCHEDULE "E"
(Common Expenses)

1. All costs of maintenance, operating replacing white washing painting, decorating, re-decoration re-building, lightening the common portions in the building including the outer walls.
2. The salary of all pensions employed for managing the common purposes including security personnel, sweepers, plumbers, electricians etc.
3. All charges and deposits for supplies of common utilities to co-Owners in common area.
4. Municipal tax, water tax and levies in respect of the Premises/Property and the building save those separately assessed.
5. Cost of formation and operation of the maintenance agency.
6. Cost of running, maintenance, repair and replacement of pump and other common portions and common areas including their license fees, taxes, and other levies if any.
7. Electricity charges for the electrical energy consumed for the operation of the common utilities to co-Owners in common area.
8. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
9. All other expenses, taxes, rates and other levies etc. as per deemed by the Developer to necessary or incidental or liable to be paid by the co-Owners is common including such accounts as the fixed for creating a fund for replacement, renovation, painting and/or repairing for the common portions.

SCHEDULE "F"
(Common Areas)

1. Common paths, passages, drive ways and main entrance to the premises of the new building.
2. Darwan's quarter (if any).

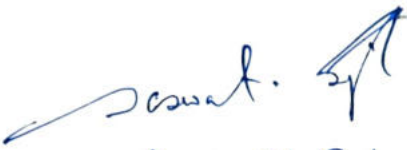
Handwritten signature

1. Community Hall (if any)
2. Common toilets (if any)
3. Boundary walls and main gate.
4. Drainage and sewerage and all pipes and other installations for the same.
5. Stair case, stair case landings and/or mid buildings on all floors of the new building
6. Lobbies of each floor of the new building including common portion of the roof.
7. Water pump, water pump room, water reservoir, water tank and all common plumbing installations (save only those as are exclusively with and for use of any unit) in respect of the new building.
8. Lift, Lift well, Lift room.

IN WITNESS WHEREOF the Parties have executed these presents before the A.D.S.R., Asansol on date, month and year mentioned in the outset.

WITNESSES:-

1. Joydev Choudhary
Sect-Asansol
Asansol

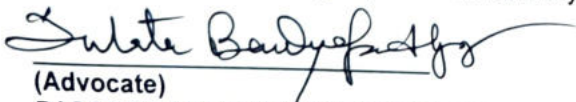

Prith Pal Singh
Signature of the first Party / Land Owners

2. Krishna Yadav
S/o - Murrea Yadav
Asansol

OMKARA INFRASTRUCTURES


Partner
Signature of the Developer

Drafted & Prepared by me as per Instruction, directions & documents provided by both the parties and explained the contents to both the Parties in Vernacular (Hindi & English) and Printed in my office.



(Advocate)

PASCHIM BARDHAMAN DISTRICT JUDGE'S COURT AT ASANSOL

Enrolment No.- F. 1568/1539/1999



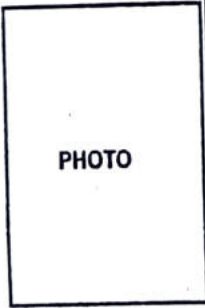
Prakash

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Prakash Singh

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Major Information of the Deed




I-2305-09142/2025	Date of Registration	27/11/2025
2305-2003183102/2025	Office where deed is registered	
25/11/2025 2:10:25 PM	A.D.S.R. ASANSOL, District: Paschim Bardhaman	
Name, Address Details Sulata Bandyopadhyay Asansol Court, Thana : Asansol, District : Paschim Bardhaman, WEST BENGAL, PIN - 713303, Mobile No. : 9333128694, Status :Advocate		
Additional Transaction		
Sale, Development Agreement or Construction		[4308] Other than Immovable Property, Agreement [No of Agreement : 1]
Market Value		
SetForth value		Rs. 95,45,450/-
Registration Fee Paid		
Rs. 10,010/- (Article:48(g))		Rs. 400/- (Article:E, E)
Remarks		

Land Details :




District: Paschim Bardhaman, P.S:- Asansol, Municipality: ASANSOL MC, Road: Mohisila Colony No 1, Road Zone : Road Width (12-19) – Road Width (12-19) , Mouza: Asansol, JI No: 35, Pin Code : 713303

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details	
L1	LR-1499 (RS :-1282)	LR-7251	Other Commercial Usage	Bastu	0.05 Acre	1/-	47,72,725/-	Width of Approach Road: 18 Ft.,
L2	LR-1499 (RS :-1282)	LR-7252	Other Commercial Usage	Bastu	0.05 Acre	1/-	47,72,725/-	Width of Approach Road: 18 Ft.,
TOTAL :					10Dec	2 /-	95,45,450 /-	
Grand Total :					10Dec	2 /-	95,45,450 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Jaswant Singh (Presentant) Son of Late Jarnil Singh Executed by: Self, Date of Execution: 27/11/2025 , Admitted by: Self, Date of Admission: 27/11/2025 ,Place : Office	 <small>27/11/2025</small>	 Captured <small>LTI 27/11/2025</small>	 <small>27/11/2025</small>

Mukherjee Road, 1st Right Bye Lane, Murgasol, City:- Asansol, P.O:- Ushagram, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303 Sex: Male, By Caste: Sikh, Occupation: Business, Citizen of: India Date of Birth: XX-XX-1XX4, PAN No.:: AQxxxxxx2A, Aadhaar No: 89xxxxxxxx9371, Status :Individual, Executed by: Self, Date of Execution: 27/11/2025 Admitted by: Self, Date of Admission: 27/11/2025, Place : Office










Name	Photo	Finger Print	Signature
Prith Pal Singh Son of Late Bhajan Singh Executed by: Self, Date of Execution: 27/11/2025 Admitted by: Self, Date of Admission: 27/11/2025, Place : Office	 27/11/2025	 LTI 27/11/2025	 27/11/2025

S.p.mukherjee Road, murgasol, City:- Asansol, P.O:- Ushagram, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303 Sex: Male, By Caste: Sikh, Occupation: Business, Citizen of: India Date of Birth: XX-XX-1XX1, PAN No.:: BBxxxxxx0E, Aadhaar No: 46xxxxxxxx8762, Status :Individual, Executed by: Self, Date of Execution: 27/11/2025 Admitted by: Self, Date of Admission: 27/11/2025, Place : Office



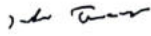
Developer Details :

SI No	Name, Address, Photo, Finger print and Signature
1	Omkara Infrastructures S.P.Mukherjee Road, 1st Right Bye Lane, Murgasol, City:- Asansol, P.O:- Ushagram, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303 Date of Incorporation: XX-XX-2XX1, PAN No.:: AAxxxxxx6G, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name, Address, Photo, Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td>Mr Jaswant Singh Son of Late Jarnail Singh Date of Execution - 27/11/2025, Admitted by: Self, Date of Admission: 27/11/2025, Place of Admission of Execution: Office</td> <td> Nov 27 2025 2:10PM</td> <td> LTI 27/11/2025</td> <td> 27/11/2025</td> </tr> </tbody> </table> <p>S.P.Mukherjee Road, 1st Right Bye Lane, Murgasol, City:- Asansol, P.O:- Ushagram, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth: XX-XX-1XX4, PAN No.:: AQxxxxxx2A, Aadhaar No: 89xxxxxxxx9371 Status : Representative, Representative of : Omkara Infrastructures (as Partner)</p>	Name	Photo	Finger Print	Signature	Mr Jaswant Singh Son of Late Jarnail Singh Date of Execution - 27/11/2025, Admitted by: Self, Date of Admission: 27/11/2025, Place of Admission of Execution: Office	 Nov 27 2025 2:10PM	 LTI 27/11/2025	 27/11/2025
Name	Photo	Finger Print	Signature						
Mr Jaswant Singh Son of Late Jarnail Singh Date of Execution - 27/11/2025, Admitted by: Self, Date of Admission: 27/11/2025, Place of Admission of Execution: Office	 Nov 27 2025 2:10PM	 LTI 27/11/2025	 27/11/2025						

Details :

Photo	Finger Print	Signature
	 Captured	
27/11/2025	27/11/2025	27/11/2025

Of Mr Jaswant Singh, Mr Prith Pal Singh, Mr Jaswant Singh

Transfer of property for L1

From	To. with area (Name-Area)
Mr Jaswant Singh	Omkara Infrastructures-5 Dec

Transfer of property for L2

SI.No	From	To. with area (Name-Area)
1	Mr Prith Pal Singh	Omkara Infrastructures-5 Dec

Land Details as per Land Record

District: Paschim Bardhaman, P.S:- Asansol, Municipality: ASANSOL MC, Road: Mohisila Colony No 1, Road Zone : (Road Width (12-19) – Road Width (12-19)), Mouza: Asansol, JI No: 35, Pin Code : 713303

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1499, LR Khatian No:- 7251	Owner:যশবন্ত সিং, Gurdian:জরনীল সিং, Address:নিজ , Classification:বাড়, Area:0.05000000 Acre,	Mr Jaswant Singh
L2	LR Plot No:- 1499, LR Khatian No:- 7252	Owner:প্রীতপাল সিং , Gurdian:ভজন সিং, Address:নিজ , Classification:বাড়, Area:0.05000000 Acre,	Mr Prith Pal Singh

Registration under section 60 and Rule 69.

Book - I

Number 2305-2025, Page from 241057 to 241087

230509142 for the year 2025.



Digitally signed by MANOJ KUMAR MANDAL
Date: 2025.12.05 15:59:04 +05:30
Reason: Digital Signing of Deed.

(Manoj Kumar Mandal) 05/12/2025
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ASANSOL
West Bengal.