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Certified that the document is admitted to Registration. The endorsement sheet and Signature sheet is attached to this document are the part of this document

Adml. Dist. Sub-Registrar
TAMLUK

6 JUL 2023

DEVELOPMENT AGREEMENT

STATE-WEST BENGAL

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মোকাম- তামলুক, পূর্ব মেদিনীপুর

শ্রী M/S Overseal Engineering & Co.,

পাঠা বানা
Padumbagan
পূর্ব মেদিনীপুর

স্বাক্ষর :- হারুন আল রাসিদ

Handwritten signature: H A Rasid



Handwritten signature in green ink.

Addl. Dist. Sub-Registrar
TAMLUK

০৬ JUL ২০২০

DEVELOPMENT AGREEMENT

STATE WEST BENGAL

THIS DEVELOPMENT AGREEMENT is executed at Tamluk, Purba Medinipur on this 6th day of July, 2023 (Two Thousand and Twenty Three)

BETWEEN

SRI DEBABRATA DAS (Aadhaar No.-9826 4386 4222, PAN-BTOPD1071Q), son of Late Prabhangshu Bhusan Das, residing at Padumbasan, Ward No.-5, Tamralipta Municipality, P.O. & P.S.- Tamluk, Dist.- Purba Medinipur, Pin- 721636, by nationality-Indian, by faith-Hindu, by occupation-Cultivation, hereinafter called and referred to as the **“LAND OWNER”** (which expression shall, unless excluded by or repugnant to the context of this Deed, mean and include his heirs, legal representatives, administrators and executors) of the **“ONE PART”**;

AND

OVERSEAS ENGINEERING & CO (PAN- AAFO4508K), a partnership firm having its registered office at Razbari, Rajabazaar, Post Office & Police Station- Tamluk, District-Purba Medinipur, Pin- 721636, represented by the partners namely –

- 1. SRI ALAYENDRA NARAYAN ROY (AADHAAR NO-4513 2727 0636, PAN-AMFPR1861F)**, son of Late Manindra Narayan Roy, residing at Razbari, Rajabazaar, Post Office & Police Station- Tamluk, District-Purba Medinipur, Pin- 721636, by nationality-Indian, by faith-Hindu, by occupation-Business;
- 2. SRI MRIDUL ROY(AADHAAR NO- 6436 8345 7680, PAN- CMNPR8437H)**, son of Late Manindra Narayan Roy, residing at Razbari, Rajabazaar, Post Office & Police Station- Tamluk, District-Purba Medinipur, Pin- 721636, by nationality-Indian, by faith-Hindu, by occupation-Business;

hereinafter called and referred to as the **“DEVELOPER”** (which expression shall, unless excluded by or repugnant to the context of this Deed, mean and include it's successors, legal representatives, administrators and executors) of the **“OTHER PART”**;

WHEREAS the Land Owner herein is seized and possessed as a lawful & absolute owner of a piece & parcel of Bastu Land measuring an area of 7.565 decimals of L.R. 2161 corresponding to R.S. Plot Nos. 2/2920, 1834, 1836, R.S. Khatian No.-366 & 1110, L.R. Khatian No. 2032 of Mouza-Padumbasan, J.L. No. 144 under Police Station-Tamluk in the District-Purba Medinipur and recorded the same in his name in L.R.R.O.R. in L.R. Khatian No.-2032 and has been in possession peacefully by paying rent to the Government of West Bengal;

AND WHEREAS the Land Owner intended to develop the aforesaid property measuring more or less 7.565 decimals land fully and particularly mentioned in the SCHEDULE-"A" hereunder written by constructing multi-storied building thereon but due to insufficiency of fund, set up and man power, he could not materialize his desire;

AND WHEREAS the Land Owner was looking for a person /firm having experience in the construction of the building, who would develop the land as mentioned in the "Schedule-A" by constructing multi-storied building investing his own funds;

AND WHEREAS the Developer, coming to know the said intention of the Land Owner, approached to the Land Owner and agreed to invest funds for the purpose of development of the said land by constructing multi-storied building;

AND WHEREAS the Land Owner and the Developer after having several rounds of discussion have agreed that the Developer will develop the said land as mentioned in the "Schedule-A" for the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreeing upon by and between the parties hereto on the following terms and conditions.

ARTICLE - I : DEFINITIONS

The terms hereunder, unless excluded by or repugnant to the subject or context, shall mean the following;

- a. **LAND OWNER:** - **SRI DEBABRATA DAS**
- b. **DEVELOPER :-** **OVERSEAS ENGINEERING & CO**, represented by the partners namely-**SRI ALAYENDRA NARAYAN ROY & SRI MRIDUL NARAYAN ROY**
- c. **PREMISES/PROPERTY:-** 7.565 decimals of L.R. 2161 corresponding to R.S. Plot Nos. 2/2920, 1834, 1836, R.S. Khatian No.-366 & 1110, L.R. Khatian No. 2032 of Mouza-Padumbasan, J.L. No. 144 under Police Station-Tamluk in the District-Purba Medinipur
- d. **BUILDING:-** shall mean the G+4 storied building to be constructed by the Developer on the aforesaid land according to the project properly.
- e. **TITLE DEEDS:** shall mean all the documents of title relating to the said land and premises, which shall be handed over in original to the Developer at the time of execution of the agreement.
- f. **NEW BUILDING:** shall mean the multistoried building (G+ 4 storied) as per available sanctioned area, which is to be constructed over the said premises as per plan to be sanctioned by the concerned Authority.
- g. **COMMON AREA FACILITIES AND AMENITIES:** shall mean and include, corridors, stair ways, passage ways, drive ways, Common lavatories, tube well, overhead water tank, water pump and motor, roof and all other facilities which is to be attached with the proposed Building for better enjoyments of Apartment or as mutually agreed by and between the Land Owner and the Developer.

- h. **COVERED AREA:** shall mean the area covered with outer wall and constructed for the unit including fifty percent area covered by the common partition wall between two units and cent percent area covered by the individual wall for the unit plus proportionate area of stair/lobby/other facilities etc. It is applicable for individual unit.
- i. **SUPER BUILT UP AREA OF THE FLAT /UNIT /SPACE/ GARAGE:** shall mean and include the total covered area of the unit plus service area, over the aforesaid total covered area applicable for individual unit.
- j. **SALEABLE SPACE/ AREA:** shall mean the flat/ units/ Garage/ space in the building available for independent use and occupation after making due provision for common amenities and facilities for better enjoyment against consideration.
- k. **BUILDING PLAN:** shall mean such plan to be prepared by the Architect/Engineer/L.B.S. for the construction of the building and to be sanctioned by the Concerned Authority. Be it mentioned here that the Building Plan will be sanctioned in the name of the Land Owner at the cost of the Developer with such addition, alteration or modification as prescribed and/or made afterwards by the Developer from time to time through the Land.
- l. **LAND OWNER' ALLOCATION:** Shall mean the the flats and garages as mentioned in the "**SCHEDULE -B**" hereunder written.
- m. **DEVLOPERS'/PROMOTERS' ALLOCTION:** shall mean the remaining portion of saleable area after providing the Land Owner's allocation in the proposed multi-storied building to be constructed on the said land including proportionate share of the aforesaid land and common facilities and amenities, more fully and particularly described in the "**SCHEDULE -C**" hereunder written.

- n. **TRANSFER:** shall mean and include transfer by delivery of possession as per present customs or by any other means adopted by the Developer for effecting transfer of the proposed building or flat or garage or unit to the intending purchasers thereof against valuable consideration.
- o. **TRANSFEROR:-** The Land Owner herein.
- p. **TRANSFeree:** - The purchasers who will purchase flat/ space in the building from the developers.

ARTICLE - II: COMMENCEMENT & DURATION

This agreement shall be deemed to have commenced on and from the date of execution of this Agreement and thereafter sale out of all the flat/units/Garage/space to the intending purchasers and also after delivery of possession to the flat owners and Land Owner and after formation of the flat/unit Owner's Association, if required, this Development Agreement will come to an end.

ARTICLE - III: OWNER'S DECLARATION, RIGHTS AND RESPONSIBILITIES

- a. The Land Owner hereby declares that he is the absolute owner of the property mentioned in the "Schedule-A" and now seized and possessed of or otherwise well and sufficiently entitled thereto without any disturbance/hindrane in any manner whatsoever and the said property is free from all encumbrances, charges, attachments, acquisition or requisition whatsoever or howsoever and the Land Owner has good and marketable title over the said land.
- b. That the Land Owner hereby agrees that he will not grant lease, mortgage, charge or encumber the property mentioned in the

“Schedule-A” in any manner whatsoever during the existing/ substance of this agreement as well as during the construction of the building without prior written consent of the Developer and also undertake, for the betterment of the Project, to acquire and to produce all the relevant papers documents and copy of the order, if any, from the competent Authority Concerned.

- c. That the Land Owner hereby agrees to sign & execute Registered Development Power of Attorney and also all the petitions, Affidavit, Deeds, Plaints, written objection, proposed site plan, Building plan, Completion Plan, Deed of Amalgamation, Agreement for Sale and all other necessary documents in favour of the Developer or its nominated person or persons for betterment of the construction over the schedule land and betterment of project and also for the betterment of title over the property mentioned in the “Schedule-A” and the Land Owner also agrees to pay all the costs and expenses to keep the documents in up-to-date condition and for betterment of title of the property of the Land Owner herein.
- d. That the Land Owner shall be liable and responsible for litigation, if any arose due to defects on his part or with regard to title in respect of the land or any boundary dispute and if any restraining order comes into force due to the act of any third party or contagious land owner, then the Developer will be entitled to get cost of litigation from the Land Owner, which will be incurred by the developer during such litigation. Be it mentioned that if any type of litigation is found or arose due to any order of the competent court or any other competent authority concern, then the delay in respect of delivery of possession of the Land Owner’s allocation shall not be considered the delay on the part of the Developer.

- e. That the Land Owner hereby undertakes to deliver and/or handover all the Photocopy and/or Original Deeds and documents to the Developer at the time of execution of this Agreement and if the Original documents is not delivered in favour of the Developer, then produce all the Original documents, whenever called for production of the same by the Developer.
- f. That the Land Owner hereby giving exclusive license to the Developer to exploit the same as per terms and condition contained in this Agreement and hereby authorize the Developer to enter into agreement for sale, lease, transfer, mortgage and to dispose of the Developer's Allocation together with right to assignment of all the rights, title, interest of this agreement to any third party and the Land Owner will give necessary consent for betterment of this project without raising any objection to that effect save and expect the Land Owner's allocation as mentioned.
- g. The Land Owner hereby agrees to execute a Registered Development Power of Attorney in favour of the Developer or its nominated person or persons for the disposal/transfer of the Developer's Allocation and also for the purpose of addition, alteration, revision of the sanctioned building plan, Completion Plan for construction and completion of the work as per Agreement and also to sign on the Deed on or behalf of the Land Owner and to present the same before the District Registrar, Additional District Sub-Registrar or other Registrars, who has authority to register the Deed of transfer and other documents and if required Land Owner will put his signature on the Agreement for Sale, Deed of conveyance after delivery of possession of the Land Owner's allocation. It is also further agreed that for the purpose of betterment of the intending purchasers, if required, the Land Owner herein will join in

- the Deed of Conveyance as Land Owner for transfer the flats/garage/unit to the intending purchaser or purchasers.
- h. The Land Owner hereby undertakes not to do any act, deeds or things by which the Developer might be prevented from executing any Deed of Conveyance in favour of the intending purchaser or purchasers in respect of the Developer's Allocation.
 - i. That the Land Owner hereto without being influenced or provoked by anybody do hereby categorically declares that the Developer shall continue to construct the building exclusively in the name of the Developer or Development Firm and also by taking partner in the Firm at its own cost, arrangement and expenses as well as the Owner shall have no financial participation or involvement. The Developer shall handover the Land Owner's Allocation in completely habitable condition within 3 years from this date and such time shall be enhanced and extended in case of any force-majeure, acts of god or other reasons which is beyond control of the Developer.

**ARTICLE - IV: DEVELOPER'S RIGHTS,
OBLIGATION AND DECLARATION**

- a. The Developer hereby agrees to complete the multi-storied (G+4 storied) building over the property as per plan as sanctioned by the Concerned Authority with due modification or amendment of the sanction plan as made or caused to be made by the Architect /Engineer/L.B.S. of the Developer.
- b. The Developer hereby declares to take care of the local hazards or accident during the continuation of construction and the Land Owner shall have no liability to that effect.

- c. All applications, plans, papers and documents as may be required by the developer for the purpose of sanction of Plan, Revised plan, Addition or Alteration of the building plan, shall be submitted by the developer with due signature of the Land Owner or on behalf of the Land Owner as may be required and all costs, expenses and charges shall be paid by the developer and also for construction of the building thereon.
- d. The Developer hereby agrees to deliver possession of the Land Owner's allocation in the proposed new building within aforesaid stipulated period and if required, the Land Owner will further allow aforesaid stipulated period for delivery of possession of the Owner' allocation without claiming any damages. Be it pertinent to mention here that the Developer will obtain Completion Certificate, if any, at its own cost and photocopy of the same will be given to the Land Owner or occupiers of the units of the newly constructed building.
- e. That the notice for delivery of possession of the Owner' Allocation shall be delivered by the developer in writing or through the Advocate of the Developer either by Registered post or courier service or under certificate of posting or hand delivery with acknowledgement due card and the Land Owner is bound to take possession within 30 days from the date of service of this letter. If the Owner fails to take delivery of possession or neglected to do so, then it will be deemed that the Land Owner's allocation has already been delivered and the Developer shall be entitled to transfer the Developer's Allocation without any further notice.
- f. That the Owner shall have to clear all the dues if any due is caused due to extra work other than the specification of flat as mentioned in the schedule as mentioned below.

- g. That the Developer shall have every responsibility for the incidents occurred during the course of construction and the Owner shall have no responsibility for the same if the Land Owner do not interfere during the construction and after completion of the building and handover the same to the Owner and intending purchaser or purchasers. The Developer shall have no liability for any incident occurred in the said building for the act beyond the control of the Developer.

ARTICLE - V - CONSIDERATION & PROCEDURE

- a. In consideration of the construction of the Land Owner's Allocation in the building, the Developer is entitled to get remaining salable area of the building and proportionate share of the land and other easement rights as mentioned in the Developer's Allocation.
- b. That if the Developer fails to complete the construction work in respect of the owner's allocation within the stipulated period as stated above, and then the Land Owner shall have liberty to rescind this Agreement on payment of the cost and expenses incurred by the Developer.

ARTICLE - VI : DEALINGS OF SPACE IN THE BUILDING

- a. The Developer shall, on completion of the building put the Land Owner in undisputed possession in respect of the Land Owner's Allocation together with the right to enjoy the common facilities and amenities attached thereto.
- b. The Developer being the party of the Second Part shall be at liberty with exclusive rights and authority to negotiate for the sale of the flats or units or space together with right to proportionate share of land provided under the Developer's Allocation to any prospective purchasers before, after or in course of the construction work of the

said building at such consideration and on such terms and conditions as the Developer shall think fit and proper.

- c. The Developer shall, at its own costs, construct and complete the building at the said property strictly in accordance with the sanctioned plan and as may be recommended by the Architect/Engineer from time to time. The Developer shall, on completion of the building, obtain Completion Certificate from the Appropriate Authority concern, if any, at its own costs and expenses.
- d. That the developer shall install & erect standard pump set, overhead and underground reservoirs, electric wiring, sanitary fittings, and other facilities as are required to be provided in respect of building having self-contained apartment. Be it mentioned that the cost of electricity and other taxes in relation to the Land Owner's Allocation shall be paid by the Land Owner to the Developer. It is also mentioned that the Developer will fix the sale rate for flat, garages etc. for Developer's allocation without consultation of the Land Owner.

ARTICLE - VII : COMMON FACILITIES

- a. The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due on and from the date of execution of the agreement or before handing over the possession of the flats, all the flat owner will pay due according to his/her/their shares.
- b. As soon as the respective self-contained flat will be completed, the developer shall give written notice to the Land Owner requiring the Land Owner to take possession of the Land Owner's Allocation in the newly constructed building and after 30 days from the date of service of such notice and thereafter the Owner shall be exclusively responsible

for payment of taxes, dues, electric installation charges, electric charges and other public outgoings and impositions whatsoever payable in respect of the Owner' allocation.

c. The Land Owner hereby agrees that he shall keep the Developer indemnified against all claims, actions, demands, costs, charges and expenses and proceeding instituted by any third party or against the Land Owner and for the same the developer will be entitled to get damages.

d. The Land Owner or his agents or representatives or any third party of the Owner' behalf shall not do any act, deed or things wherein the developer shall be prevented from construction and completion of the said building or to sale out the flat/units/garage to the intending purchaser or purchasers. If the developer is prevented by any of the Owner without any reasonable and justified reason, then the Land Owner or his legal representatives shall be bound to indemnify the loss and pay damages with interest to the Developer.

ARTICLE-VIII : COMMON RESTRICTIONS

THE OWNER' ALLOCATION IN THE PROPOSED BUILDING SHALL BE SUBJECT TO THE SAME RESTRICTION AND USE AS IT IS APPLICABLE TO THE DEVELOPER'S ALLOCATION IN THE BUILDING WHICH ARE FOLLOWS: -

a. Neither party shall use or permit to be used of the respective allocation in the building or any portion thereto for carrying on any obnoxious illegal and immoral trade or activities nor use thereto for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.

- b. Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural addition or alteration therein without previous written consent from the owner, developer or from the competent authority in this behalf.
- c. Both the parties shall abide by all laws, bye laws, rules and regulations of the Government Statutory bodies and local bodies as the case may be and shall be responsible for any deviation or breach of any of the said laws and regulations;
- d. The respective allottees or their transferees shall keep the interior walls, sewers, drains pipe and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in good working conditions so as not to cause any damage to the building ;
- e. No party shall keep any goods/items at the corridors, staircase or other place of common use in the building and no hindrance shall be caused in any manner in the free movement of user in the corridors and other places of common use in the building.
- f. Neither party nor their transferees shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.
- g. Neither the parties nor their transferees shall permit any person to enter into Other's Allocation except for the purpose of repairing, maintaining, rebuilding cleaning, lighting and keeping in order and in good condition.

ARTICLE - IX: OWNER'S DUTY & INDEMNITY

- a. The Owner doth hereby agree and covenant with the Developer not to cause any interference or hindrance in any manner during the construction and throughout the existence of this agreement and if any such interference or hindrance is caused by the Land Owner or his heirs, agents, servants, representatives, the Land Owner will be liable to repay entire amount invested by the developer. It is also further agreed that if the developer is prevented for making construction due to any litigation cropped up or due to any restraining order passed by the competent court or any statutory body law or due to any boundary dispute amongst the contagious land Owner, then Owner will be liable to pay cost of litigation to the Developer, which will be incurred by the Developer.
- b. The Land Owner or his legal representatives herein will have no right or authority to terminate or determinate this agreement within the stipulated period for construction of the building as well as till the date of disposal of all the flats or units of garage as mentioned in the Developer's allocation without the violation of the terms and conditions of this Agreement. If tried to do so then the Owner shall pay firstly total market price of the constructed area together with interest & damages on investment to the Developer.
- c. That the Land Owner and his legal representatives hereby declare and undertake that upon the demise of the Land Owner, the legal heirs of the said Land Owner will step into the shoe of the Land Owner and also execute fresh Power of Attorney and also other required documents in favour of the Developer for the betterment of the project on the same terms and conditions mentioned herein.

ARTICLE - X : DEVELOPER'S DUTY

- a. That the Developer hereby agrees and covenants with the Land Owner not to do any act, deed or things whereby the Land Owner are prevented from enjoying, selling, disposing of the Land Owner's allocation in the building. The Developer shall obtain Completion Certificate or Occupancy Certificate, if any, from the Competent Authority at its own costs and expenses.
- b. The Developer hereby undertakes to keep the Land Owner indemnified against all third party claims and actions arising out of any sort of act or omissions of the Developer in relating to the construction of the said building. The developer shall not interfere in any manner whatsoever to the sale proceeds or otherwise with regard to the Land Owner's share or allocation and also not to claim any amount from the sale proceeds of the Land Owner's allocation.

ARTICLE - XI: MISCELLANEOUS

- a. The Land Owner and Developer hereto have entered into this agreement purely as a contract and under no circumstance this agreement shall be treated as partnership by and between the parties or an Association of persons.
- b. The building to be constructed by the developer shall be made in accordance with the specification more fully and particularly mentioned and described in the schedule annexed herewith which will be treated part of the agreement.
- c. The Land Owner shall not be responsible for any income tax, wealth tax, or any other taxes in respect of the Developer's Allocation and the Developer shall not be responsible to any kind of taxes in respect of Land Owner's Allocation.

- d. One or more supplementary agreement may be entered into between the parties for any other reason whatsoever.

ARTICLE - XII : FORCE MAJEURE

The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligation is prevented by the existing of "Force Majeure" and shall be suspended from obligations during the duration of the Force Majeure, which also includes non-availability of building materials or due to Government Notifications or against notification or rules and regulations of the other appropriate authority and also includes mass stopping of work in the locality against notification or rules and regulations of the appropriate authority.

ARTICLE - XIII: DISPUTES & ARBITRATION CLAUSE

Disputes or differences in relation to or arising out of or touching this agreement or the validity, interpretation, construction, performance, breach, or enforceability of this agreement, shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modification made from time to time. In this regard, the parties irrevocably agree;

- i. The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Land Owner.
- ii. The Place of arbitration shall be at Tamluk only.
- iii. The arbitral tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute. The interim / final award of the Arbitral Tribunal shall be binding on the parties.

iv. In connection with the aforesaid arbitration proceeding, only the District Judge, Purba Medinipur and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

**SCHEDULE - "A" ABOVE REFERRED TO
(DESCRIPTION OF PROPERTY)**

ALL THAT piece and parcel of piece and parcel of vacant BASTU LAND measuring more or less 7.565 decimals of L.R. 2161 corresponding to R.S. Plot Nos. 2/2920, 1834, 1836, R.S. Khatian No.-366 & 1110, L.R. Khatian No. 2032 of Mouza-Padumbasan, J.L. No. 144 under Police Station-Tamluk in the District-Purba Medinipur, which is butted and bounded as follows:

On the North: L.R. Plot No.-2163

On the South: 20' wide Panskura-Tamluk Bus Route

On the East: Office of Tamluk-Haldia Fisherman Society

On the West: Ration Shop of Bapi Mishra

**SCHEDULE-"B" ABOVE REFERRED TO
(LAND OWNER'S ALLOCATION)**

The Land Owner shall get 1 (one) garage & 6 (six) flats in the proposed G+4 storied building to be constructed over the land mentioned in the "Schedule-A" with the undivided proportionate share of land and other easement rights attributable thereto in the said Premises, which are as follows;

1. One Open Car Parking Space being No. 1 at the Ground Floor.

2. Flat No- 1A measuring more or less 1046 Sq. Ft. Super Build up Area at First Floor
3. Flat No-1B measuring more or less 674 Sq. Ft. Super Build up Area at First Floor
4. Flat No- 1C measuring more or less 805 Sq. Ft. Super Build up Area at First Floor
5. Flat No- 1D measuring more or less 834 Sq. Ft. Super Build up Area at First Floor.
6. Flat No- 3C measuring more or less 805 Sq. Ft. Super Build up Area at Third Floor.
7. Flat No- 4A measuring more or less 1046 Sq. Ft. Super Build up Area at Fourth Floor.

Be it mentioned here that the aforesaid measurement may vary depending upon the circumstances beyond the control of the Developer.

**SCHEDULE -"C" ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)**

Save and except the Land Owner's allocation, the Developer will be entitled to the rest portion of the total saleable area of the said proposed G+4 Storied building, along with the undivided proportionate share of land and common areas attributable thereto in the said Premises which are as follows;

1. Rest of the Garage & free spaces except Garage No. 1 at the Ground Floor.

2. Flat No- 2A measuring more or less 1046 Sq. Ft. Super Build up Area at Second Floor.
3. Flat No-2B measuring more or less 674 Sq. Ft. Super Build up Area at Second Floor
4. Flat No-2C measuring more or less 805 Sq. Ft. Super Build up Area at Second Floor
5. Flat No-2D measuring more or less 834 Sq. Ft. Super Build up Area at Second Floor
6. Flat No-3A measuring more or less 1046 Sq. Ft. Super Build up Area at Third Floor
7. Flat No-3B measuring more or less 674 Sq. Ft. Super Build up Area at Third Floor
8. Flat No-3D measuring more or less 834 Sq. Ft. Super Build up Area at Third Floor
9. Flat No-4B measuring more or less 674 Sq. Ft. Super Build up Area at Fourth Floor
10. Flat No-4C measuring more or less 805 Sq. Ft. Super Build up Area at Fourth Floor
11. Flat No-4D measuring more or less 834 Sq. Ft. Super Build up Area at Fourth Floor

Together with proportionate share of land as mentioned in the Schedule-A and other easement rights.

SCHEDULE - D :

SPECIFICATION OF CONSTRUCTION

- i. The building is on R.C.C. frame structure which rest on individual column
- ii. Flooring : Tiles
- iii. Windows: Full glazed steel window with M.S. grill
- iv. Doors : Quality Flush Door with Wooden frame
- v. Internal Finish to walls: Smooth finish with wall putty
- vi. External wall finish: Snowcem painting
- vii. No M.S. Grill to be provided at balcony except railing
- viii. Electric Wiring and fitting - concealed wiring lift.
- ix. Facilities of water supply to be provided for 24 hours.
- x. Lift facility

IN WITNESSED WHEREOF the parties to this deed, affix our respective hands on this deed on the day, month and year written above.

WITNESSES

Explained to the Executants and Signed, sealed and delivered by the parties in our presence

Signed, Sealed and delivered by the within names of parties hereunder

1. Subrata Das
S/O Sri Langshu Bhushan Das
Vill+P.O.- Radhaballavpur
P.S. Tamruk
Dist. Purba Medinipur.

Subrata Das
.....

Signatures of the Land Owner

2. Debabrata Roy
S/O:- Late Astosh Roy
Vill+P.O:- Daspur
P.S:- Daspur
Dist:- Paschim Medinipur

Aloumendra Narayan Das
Mridul Das
.....

Signatures of the Developer

Drafted by me

(As per the instructions of the Executants)



.....
(Sri Samir Kumar Maity)

Advocate

Judges' Court, Purba Medinipur

Enrollment No-WB/2806/1999

Bar Council of West Bengal

Typed by me.













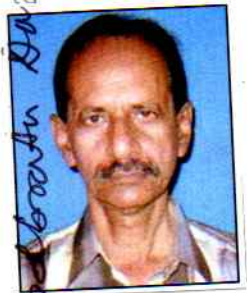
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Sri Soumya Mandal

Tamluk: Purba Medinipur

N.B.:- This Deed of Development Agreement has been written in 22 (twenty two) pages including 1 (one) stamp paper and contains the signature of 02 (two) witnesses. Additionally 2(two) pages have been inserted for the finger impressions & photos of the settlor, trustees as well as identifier.











LAND OWNER (SRI DEBABRATA DAS)- these finger impressions & photo are mine; *Debabrata Das*

	Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					



Sri Debabrata Das

DEVELOPER (OVERSEAS ENGINEERING & CO, partnership firm represented by SRI ALAYENDRA NARAYAN ROY)- these finger impressions & photo are mine; *Alayendra Narayan Roy*











	Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					



Sri Alayendra Narayan Roy

DEVELOPER (OVERSEAS ENGINEERING & CO, partnership firm represented by SRI MRIDUL ROY)- these finger impressions & photo are mine;

Mridul Roy











	Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					



Mridul Roy

IDENTIFIER (SRI SUKHENDU MONDAL)-these finger impressions & photo are mine;

Sukhendu Mondal

	Thumb	Index Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					



Sukhendu Mondal



Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192023240121281028

GRN Details

GRN:	192023240121281028	Payment Mode:	SBI Epay
GRN Date:	06/07/2023 12:59:26	Bank/Gateway:	SBIePay Payment Gateway
BRN :	8275006470515	BRN Date:	06/07/2023 12:59:46
Gateway Ref ID:	CHN0506979	Method:	State Bank of India NB
GRIPS Payment ID:	060720232012128101	Payment Init. Date:	06/07/2023 12:59:26
Payment Status:	Successful	Payment Ref. No:	2001727623/2/2023

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Shri Alayendra Narayan Roy
Address:	Rajabazar, Tamluk, Purba Medinipur, Pin-721636
Mobile:	9038366637
Period From (dd/mm/yyyy):	06/07/2023
Period To (dd/mm/yyyy):	06/07/2023
Payment Ref ID:	2001727623/2/2023
Dept Ref ID/DRN:	2001727623/2/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001727623/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	2040
2	2001727623/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	35
			Total	2075

IN WORDS: TWO THOUSAND SEVENTY FIVE ONLY.

PAID

Major Information of the Deed



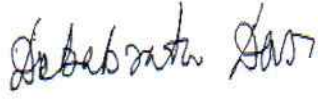
Deed No :	I-1103-04037/2023	Date of Registration	06/07/2023
Query No / Year	1103-2001727623/2023	Office where deed is registered	
Query Date	06/07/2023 7:34:11 AM	A.D.S.R. TAMLUK, District: Purba Midnapore	
Applicant Name, Address & Other Details	Sukhendu Mondal Village And Post Office-Nilkunthya,,Thana : Tamluk, District : Purba Midnapore, WEST BENGAL, PIN - 721627, Mobile No. : 9733336967, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 58,89,175/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,040/- (Article:48(g))	Rs. 35/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Purba Midnapore, P.S:- Tamluk, Municipality: TAMLUK, Road: Panskura Tamluk Road, Road Zone : (Maniktala -- Tamluk Thana) , Mouza: Padumbasan, JI No: 144, Pin Code : 721636

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2161 (RS :- 2/2920,183 4,1836)	LR-2032	Bastu	Bastu	7.565 Dec		58,89,175/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
Grand Total :					7.565Dec	0 /-	58,89,175 /-	



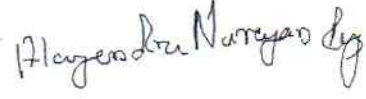
Land Lord Details :



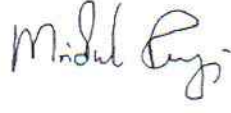
SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Shri Debabrata Das (Presentant) Son of Late Prabhangshu Bhusan Das Executed by: Self, Date of Execution: 06/07/2023 , Admitted by: Self, Date of Admission: 06/07/2023 ,Place : Office	 06/07/2023	 LTI 06/07/2023	 06/07/2023
Block/Sector: Padumbasan, City:- Tamluk, P.O:- Tamluk, P.S:-Tamluk, District:-Purba Midnapore, West Bengal, India, PIN:- 721636 Sex: Male, By Caste: Hindu, Occupation: Cultivation, Citizen of: India, PAN No.:: BTxxxxxx1Q, Aadhaar No: 98xxxxxxxx4222, Status :Individual, Executed by: Self, Date of Execution: 06/07/2023 , Admitted by: Self, Date of Admission: 06/07/2023 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	OVERSEAS ENGINEERING & CO Village:- Padumbasan, P.O:- Tamluk, P.S:-Tamluk, District:-Purba Midnapore, West Bengal, India, PIN:- 721636 PAN No.:: AAxxxxxx8K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Shri Alayendra Narayan Roy Son of Late Manindra Narayan Roy Date of Execution - 06/07/2023 , , Admitted by: Self, Date of Admission: 06/07/2023, Place of Admission of Execution: Office	 Jul 6 2023 3:37PM	 LTI 06/07/2023	 06/07/2023
Block/Sector: Razbati, Rajabazaar, City:- Tamluk, P.O:- Tamluk, P.S:-Tamluk, District:-Purba Midnapore, West Bengal, India, PIN:- 721636, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AMxxxxxx1F, Aadhaar No: 45xxxxxxxx0636 Status : Representative, Representative of : OVERSEAS ENGINEERING & CO (as Partner)				

Name	Photo	Finger Print	Signature
Shri Mridul Roy Son of Late Manindra Narayan Roy Date of Execution - 06/07/2023, , Admitted by: Self, Date of Admission: 06/07/2023, Place of Admission of Execution: Office	 Jul 6 2023 3:39PM	 LTI 06/07/2023	 06/07/2023
City:- Tamluk, P.O:- Tamluk, P.S:-Tamluk, District:-Purba Midnapore, West Bengal, India, PIN:- 721636, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: cmxxxxxx7h, Aadhaar No: 64xxxxxxx7680 Status : Representative, Representative of : OVERSEAS ENGINEERING & CO (as Partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Shri Sukhendu Mondal Son of Shri Prabhas Mondal Village:- Nilkunthya, P.O:- Tamluk, P.S:- Tamluk, District:-Purba Midnapore, West Bengal, India, PIN:- 721627	 06/07/2023	 06/07/2023	 06/07/2023
Identifier Of Shri Debabrata Das, Shri Alayendra Narayan Roy, Shri Mridul Roy			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Debabrata Das	OVERSEAS ENGINEERING & CO-7.565 Dec

Land Details as per Land Record

District: Purba Midnapore, P.S:- Tamluk, Municipality: TAMLUK, Road: Panskura Tamluk Road, Road Zone : (Maniktal -- Tamluk Thana) , Mouza: Padumbasan, JI No: 144, Pin Code : 721636

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2161, LR Khatian No:- 2032	Owner:দেবরত দাস, Gurdian:প্রভাংশু , Address:নিজ , Classification:বাস্তু, Area:0.06300000 Acre,	Shri Debabrata Das

Endorsement For Deed Number : I - 110304037 / 2023

On 06-07-2023

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

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

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

Presented for registration at 14:22 hrs on 06-07-2023, at the Office of the A.D.S.R. TAMLUK by Shri Debabrata Das ,Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 58,89,175/-

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

Execution is admitted on 06/07/2023 by Shri Debabrata Das, Son of Late Prabhangshu Bhusan Das, Sector: Padumbasan, P.O: Tamluk, Thana: Tamluk, , City/Town: TAMLUK, Purba Midnapore, WEST BENGAL, India, PIN - 721636, by caste Hindu, by Profession Cultivation

Identified by Shri Sukhendu Mondal, , Son of Shri Prabhas Mondal, P.O: Tamluk, Thana: Tamluk, , Purba Midnapore, WEST BENGAL, India, PIN - 721627, by caste Hindu, by profession Advocate

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

Execution is admitted on 06-07-2023 by Shri Alayendra Narayan Roy, Partner, OVERSEAS ENGINEERING & CO (Partnership Firm), Village:- Padumbasan, P.O:- Tamluk, P.S:-Tamluk, District:-Purba Midnapore, West Bengal, India, PIN:- 721636

Identified by Shri Sukhendu Mondal, , Son of Shri Prabhas Mondal, P.O: Tamluk, Thana: Tamluk, , Purba Midnapore, WEST BENGAL, India, PIN - 721627, by caste Hindu, by profession Advocate

Execution is admitted on 06-07-2023 by Shri Mridul Roy, Partner, OVERSEAS ENGINEERING & CO (Partnership Firm), Village:- Padumbasan, P.O:- Tamluk, P.S:-Tamluk, District:-Purba Midnapore, West Bengal, India, PIN:- 721636

Identified by Shri Sukhendu Mondal, , Son of Shri Prabhas Mondal, P.O: Tamluk, Thana: Tamluk, , Purba Midnapore, WEST BENGAL, India, PIN - 721627, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 35.00/- (E = Rs 35.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 35/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/07/2023 12:59PM with Govt. Ref. No: 192023240121281028 on 06-07-2023, Amount Rs: 35/-, Bank: SBI EPay (SBlePay), Ref. No. 8275006470515 on 06-07-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,040/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 2,040/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 235, Amount: Rs.5,000.00/-, Date of Purchase: 06/07/2023, Vendor name: Harun All Rasid

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/07/2023 12:59PM with Govt. Ref. No: 192023240121281028 on 06-07-2023, Amount Rs: 2,040/-, Bank: SBI EPay (SBlePay), Ref. No. 8275006470515 on 06-07-2023, Head of Account 0030-02-103-003-02



Kaushik Bhattacharya
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. TAMLUK
Purba Midnapore, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1103-2023, Page from 75540 to 75570

being No 110304037 for the year 2023.



Digitally signed by KAUSHIK
BHATTACHARYYA
Date: 2023.07.06 16:16:27 +05:30
Reason: Digital Signing of Deed.

(Kaushik Bhattacharya) 2023/07/06 04:16:27 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. TAMLUK
West Bengal.

(This document is digitally signed.)