

81. 2258/05

I-7236/2025



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

M 586073

Handwritten signature in green ink, circled.

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

Handwritten signature in green ink, circled.

Add. District Sub-Registrar  
Asansol, Dist-Paschim Bardhaman

08 SEP 2025

**DEVELOPMENT AGREEMENT**

GRN No. : 19-202526-025584390-8.

Query No. : 2002531295/2025.

THIS AGREEMENT is made on this the 08<sup>th</sup> day of September, 2025.

Handwritten signature in black ink.

42/1

স্মারক নং ২৬৩ তারিখ ৮.৯.২০১৯

স্থান: আসনোল

ক্রম: \_\_\_\_\_

স্বাক্ষর: ড. বি. এম. মোরাদ আলী

সংসদসভার সচিবালয় নং ২/৮৯ ২০/৯/২০১৯ তারিখ

সংসদসভার টেলিফোন কক্ষ

স্বাক্ষরিত - স্বাক্ষরিত কি.  
সিইসি

বিজ্ঞপ্তি



Addl. District Sub-Registrar  
Asansol, Dist-Paschim Bardhaman

08 SEP 2019

1. **Date** : 08.09.2025.
2. **Nature of Document** : Development Agreement.
3. **Parties** : (Collectively the following, which shall include their respective successors-in-interest)

**Landowners/Owners** : (1) **Mrs. SUPRITI BANERJEE**, (PAN : ARWPB1283B) wife of Mr. Chandranath Bandyopadhyay, by faith Hindu, by nationality Indian, residing at Laldighi Para, Suri, P.O. & P.S.- Suri, District: Birbhum, Pin :-731101, West Bengal, (2) **Mrs. SUKLA CHAKRABORTY**, (PAN : ALJPC2056L) daughter of Late Magaram Chakraborty, by faith Hindu, by nationality Indian, residing at Kalitala Para, Debipur, P.O & P.S.- Memari, District: Purba Bardhaman, PIN :- 713146, West Bengal, (3) **Miss. BITHIKA CHAKRABORTY**, (PAN : BEHPC6113C) daughter of Mr. Shankar Chakraborty, by faith Hindu, by nationality Indian, residing at Kalitala Para, Dcbipur, P.O & P.S.- Memari, District :- Purba Bardhaman, PIN :- 713146, West Bengal, AND (4) **Mrs. MOULI MUKHERJEE**, (PAN : AXUPM4793P) daughter of Mr. Kalidas Mukherjee, by faith Hindu, by nationality Indian, residing at Balijuri, P.O. :- Laudoha, P.S.- Faridpur, District :- Paschim Bardhaman, Pin :- 713385, West Bengal, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective successors and legal heirs) of the **First Part**;

**AND**

- 3.1 Developer** : **ODEUM PROPERTIES LLP**, (Pan :- AAJFO0283A) (LLPIN ACH-1500) a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, having its principal place of business and/or registered office at 378/51, Brij Bihari Residency, Ground Floor, G.T. Road, Beside A.G. church School, Kumarpur, Asansol, P.S. Asansol (South), Dist. Paschim Bardhaman, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective successors and assigns) represented by its Designated Partners **1. SRI CHANDAN KUMAR AGARWAL**, (Pan :- AHOPA0211C) son of Nirmal Kumar Agarwal, by faith Hindu, by occupation Business, by citizenship Indian, resident of Amba Complex, 2<sup>nd</sup> Floor, Near Telephone Exchange, Samiran Roy Road, Asansol, P.O.- Asansol, P.S.- Asansol South, Dist:- Paschim Bardhaman, Pin:- 713301, AND **2. MD. KALIMUDDIN**, (Pan :- APKPK4193F) son of Mohammad Moinuddin, by faith Muslim, by occupation Business, by citizenship

*Chandanyu*  
ACK

Indian, resident of Hazi Nagar, Railper, Asansol, P.O.- Asansol, P.S.- Asansol, Dist:- Paschim Bardhaman, Pin:- 713302, of the **Second Part**;

**3.2 Developer's Guarantor : MD. KALIMUDDIN**, (Pan :- APKPK4193F) son of Mohammad Moinuddin, by faith Muslim, by occupation Business, by citizenship Indian, resident of Hazi Nagar, Railper, Asansol, P.O.- Asansol, P.S.- Asansol, Dist:- Paschim Bardhaman, Pin:- 713302, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective successors and legal heirs) of the **Third Part**;

(The expression "**Owner**" and "**Developer**" and "**Developer Guarantor**" shall, hereafter, collectively, be referred to as the "**Parties**" and individually as a "**Party**")

#### **4. Subject Matter of Agreement :**

**4.1** This Agreement set forth the terms and conditions with respect to and pertaining to the grant of the development rights by the Owner with respect to the premises as morefully described in the **First Schedule** hereunder written (collectively the "**Said Premises**") in favour of the Developer, the nature of the building/complex to be developed and completed by the Developer (in the manner specified in this Agreement) on the Said Premises by construction of one or more ready to use residential / commercial building(s) on the Said Premises (the "**Project**") and the respective rights and obligations of the Parties.

**4.2** For construction of the Project on the Said Premises, the Parties shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish the purposes of this Agreement.

**4.3** If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled by the Parties, then save and except any other rights the Parties may have against the other under this Agreement or in law, the Parties shall meet explore and agree to any alternative solutions, if there be any, depending upon the changed circumstances, but keeping in view the spirit and objectives of this Agreement. In case, however, the parties failed to find an alternate solution then the parties may mutually decide to terminate this

*Amulya  
AOK*

agreement and upon such termination the consequences of termination as mentioned in clause no. 19 of this agreement shall follow.

## 5. Background :

- 5.1 The Owner is well and sufficiently entitled to the Said Premises described in the **First Schedule** hereunder written (the "**Said Premises**").
- 5.2 The Developer is, interalia, engaged in the business of real estate development and is having sufficient financial and other resources to take up development of the Said Premises.
- 5.3 The Developer's Guarantor is one of the shareholders / Designated Partner/Director of the Developer and has agreed to become a party to this Agreement to secure the interest of the Owner in the Development of the Project and/or otherwise ensuring the due performance of this Agreement by the Developer.
- 5.4 The Owner being desirous of developing the Said Premises approached the Developer to develop the Said Premises and the Developer has agreed to do so and the Developer's Guarantor has agreed to guarantee the Developer commencing and completing such development on the terms and conditions mentioned hereinafter.

## 6. Representations And Warranties :

- 6.1 At or before the execution of this Agreement, the assurances made by the Owner to the Developer and the Developer's Guarantor are stated hereinafter :
- i. That the Owner is the title holder/and is in possession of the entirety of the Said Premises described in the **First Schedule** hereunder written.
  - ii. That the Owner has a clean and marketable title to the Said Premises free from all encumbrances, mortgages, charges, liens, lispendence, acquisitions, requisitions, attachments, trusts, debuttars, wakfs, alignments, vesting, family dispute, whatsoever or howsoever as per details given in the **Third Schedule** hereunder written. In the event of there being any defect in title of the Owner to the Said Premises, the Owner shall cure and/or remedy the same at the Owner's own costs and expenses.

*Signature*  
of the

**iii.** That the Owner has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

**iv.** That the Owner has not created any third-party interest of any nature, whatsoever, and/or has not entered into any other agreement for sale, transfer lease and/or development in respect of the Said Premises or any part or portion thereof which is in force.

**v.** That the Owner is fully empowered to enter into this agreement with the Developer for development of the Said Premises.

**vi.** That the Owner has already paid and/or shall pay all the rates taxes and other impositions and/or outgoings including the electricity charges and other utility charges upto the date of execution of Memorandum of Understanding dated 08.11.2023.

**vii.** That the Said Premises is not a subject matter of any co-lateral security and has not been given as security to any person/ entity whatsoever concerning any transaction or obligation of any nature whatsoever.

**viii.** That the Owner confirms the ingress to and egress from the Said Premises is unconditionally and absolutely available for all purposes from the main road and the Owner has not entered into any arrangement or agreement of any nature with any Person and/or third party which in any manner restricts the ingress and/or egress to the Said Premises from the road and may give rise to any dispute for access.

**6.2** At or before the execution of this Agreement the assurances made by the Developers also by the Developer's Guarantor to the Owner are stated hereinafter:

**i.** That the Developer as also the Developer's Guarantor, has examined the marketability of the Title of the said Premises and fully satisfied with the absolute right of the Owners.

**ii.** That the Developer is carrying on business of construction and development of real estate and has the necessary infrastructure and expertise in this field as also the financial capacity to successfully undertake and complete the development of the Said Premises by constructing thereon ready-to-use building of such heights and / or

*Shamshul*  
*At*

storied as maybe permissible under the law with such amenities and facilities as may be agreed.

**iii.** That the Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

**iv.** That it shall provide funds to undertake and complete the development of the said plot as per the terms of this Agreement.

**v.** That the Developer make timely payments of all taxes, cesses, duties, levies and charges and all applicable statutory dues as per applicable law payable by the Developer for the development of the said plot as per the terms and conditions of this Agreement.

**vi.** That the obligations and duties of the Developer herein contained shall not in any way prejudiced by any corporate action of the Developer and/or by any amalgamation of the Developer with any affiliate or other company and this agreement shall continue to be in force and will continue to be performed by the company to whom the obligations of the Developer under this agreement if transferred and the Developer's Guarantor hereby assures and guarantees that the obligations of the Developer shall be honored even in such eventuality.

**vii.** That the responsibilities of the Developer herein contained shall not be evoked and/or modified at any time during the subsistence of this Agreement.

**viii.** That the Developer hereby undertake to indemnify and keep the Owners and its directors, officers, authorized representatives, employees indemnified against all and any loss, damage, costs, liabilities, obligations, demands, fines charges and expenses suffered, arising out of, or which may arise out of (i) any misrepresentation or any breach of any representation or warranty of the Developer contained in this Development agreement (ii) any material breach of or non-compliance with any covenant or any other term of this Development Agreement and (iii) any claims, demands, suits, litigation and proceeding of any nature in respect of and arising on account of such non-compliance by the developer, (iv) failure on the part of the Developer to make payment of mortgage amount/Instalments/Interest or any other payment related to construction finance being raised by the Developer.

*Chandrasekar*  
20/11/2017

**ix.** That the Developer has satisfied itself as to the title of the Owner subject, however, to the condition that in the event of there being any defect in title of the Owner it shall be the obligation and responsibility of the Owner to cure and/or remedy the same exclusively at its own costs and expenses.

**x.** That The Developer shall be responsible and answerable to the municipal, police, fire and other authorities for, any query, clarification, demand or requisition which they or any of them may require from time to time, at the time of sanction or at any time thereafter during and after development, for all matters and purposes in connection with the development of the said plots at their own cost and expenses, provided however, that the Owners will render all assistance and cooperation in this regard.

**xi.** That the Developer shall subject to the terms hereof, have no difficulty in complying with its obligations as mentioned hereunder.

**It Has Now Been Agreed By and Between The Parties Hereto** as follows :

**7. Agreement :**

Relying upon the representations and warranties as above and believing the same to be true and on the faith thereof and in pursuance of the understanding by and between the Parties herein, the Developer has agreed to undertake the development of a new building(s) on the land of the Said Premises with the assistance of the Developer's Guarantor and also to commercially exploit the Said Premises on the terms as recorded hereunder.

**8. Definitions:**

**8.1 Architect** shall mean the qualified architect appointed from time to time by the Developer with the consent and concurrence of the Owners for development of the Said Premises.

**8.2 Association/Maintenance Organization :** shall mean any Association / maintenance organization caused to be formed by the Developer for the common purposes and maintenance of the Common Areas and Installations of the New Building having such rules regulations and byelaws as be deemed proper and necessary and / or as provided under relevant laws for the time being in force.

*Amal Kumar  
AG*

- 8.3 Carpet Area** shall mean the net usable floor area of any Unit excluding the area covered by the external walls, areas under service shafts, exclusive balcony or varandah area, if any, and exclusive open area within any Unit but includes the area covered by the internal partition walls of any Unit.
- 8.4 Commencement Date** shall mean the date of execution of this agreement.
- 8.5 Completion** shall mean the end of the period including the grace period or extension of such period, if any, as mentioned in Clause 10.3 hereunder written.
- 8.6 Common Areas And Installations** shall mean and include the land of the Said Premises, as also the corridors, passages, passage-ways, staircase, stairways, exits, entrance, pump house, overhead water tank, water pump and motor, common lavatories, lift, lift-chute etc. as also all similar installations and facility of the proposed New Building at the Said Premises meant and intended for the common use and enjoyment of all the proposed co-owners of the Units in the New Building.
- 8.7 Common Expenses** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations to be contributed and borne proportionately by all the co-owners of the Units in the New Building at the Said Premises.
- 8.8 Consents** shall mean the no-objection certificates, sanctions and all other consents, licenses, Registrations, permissions and approvals (whether statutory or otherwise) necessary or required for development of the Said Premises.
- 8.9 Construction Cost** shall mean and include all costs of construction and development of the New Building on the Said Premises as per the Specifications mentioned in the **Second Schedule** hereunder written, and shall include amounts as mentioned in clause 8.9.1 below and/or costs to be paid towards statutory fees and expenses to be incurred for obtaining all Sanction, Consents and/or permission and/or clearances, all of which shall be payable extra and has to be considered and/or be deemed to be part of construction cost and all of which shall be arranged and/or incurred by the Developer. The Construction Cost to be

*Amulya*  
A & I

incurred by the Developer as mentioned in this Clause 8.9 above will, interalia, include the following :

- i. The proper costs of investigations, surveys, and tests in respect of soil, drains, structures, foundations and utilities.
- ii. The proper costs to be incurred and/or payable to Architect, surveyors, engineers, quantity surveyors or others engaged in respect of the development.
- iii. All rates, water rates, or any other outgoings or impositions (excluding interest and penalties in nature) lawfully assessed in respect of the Said Premises or on the Owner or occupiers of it in respect of the development and all costs of maintaining and repairing the development in so far as in all such cases the responsibility therefore is not assumed by or recoverable from any third party.
- iv. All other sums properly expended or incurred by the Developer in relation to carrying out the Completion of the Development.

**8.10 Development** shall mean all demolition and clearance operations on the Said Premises and all excavation and other construction / reconstruction work for the Development of the Said Premises to be commenced and completed in its entirety and not in phases unless so mutually agreed upon by and between the Parties hereto in accordance with the Plan and the provisions of this Agreement.

**8.11 Developer's Entitlement** shall mean 62% (Sixty Two percent) of the demarcated constructed area of the Project and/or the New Building which will comprise of and/or include in the New Building including 62% of the demarcated car parking spaces with proportionate locational advantage attributable to such entitlement of space specifically mentioned in sixth schedule herein below. Over and above the aforesaid demarcated allocated portion, the Developer shall also be entitled to collect Club membership fees and other charges etc. from the prospective customers/buyers for its 62% allocation.

**8.12 Interest Free Refundable Security Deposit (IFRSD):** Shall mean the sum of Rs. 5,00,00,000/- (Rupees Five Crore Only) paid by the Developer to the Owner in the manner as per the details mentioned in the Fourth Schedule hereunder written. It has further been agreed

*Amended  
Page*

between the parties that the said security deposit of Rs.5,00,00,000/- (Rupees Five Crore Only) will be refunded after any deduction, if any, by the Owners in the manner as stated herein after –

A) Rs.2,50,00,000/- shall be refunded within two months from the date of submitting application for completion certificate from the Appropriate Authority.

B) Balance sum of Rs.2,50,00,000/- shall be refunded after 90 days from the date of obtaining the completion certificate from the Appropriate Authority.

In case the Owners are unable to refund the said sum within the stipulated time as mentioned herein before, in such case the aforesaid amount shall be adjusted from the area of the Owners allocated portion at the then market rate to be calculated on the basis of the last sale of any unit of the landowners's allocated portion in the aforesaid project.

**8.13 Maintenance deposits/Sinking fund:** Shall mean the sinking fund(s) and/or the maintenance deposit(s) of any and every nature whatsoever which will be taken and/or be collected by the Developer from all the intending Purchasers of all the Units within the New Building which shall be kept in deposit by the Developer in a separate account and shall, in due course, be handed over and/or be accounted for (after adjusting all dues of the Developer) to the Association/Maintenance Organization.

**8.14 Marketing Costs** shall mean all towards advertisement, brokerage, commission, marketing and promotional costs etc. to be incurred by the Developer for the Project.

**8.15 New Building** shall mean and include the proposed new building(s) to be constructed and completed at the Said Premises.

**8.16 Owner's Entitlement** shall mean 38% (Thirty Eight percent) of the constructed area of the project and/or new building which will comprise of and/or include in the New Building, which is to be constructed and completed in the aforesaid project, which included 38% of the total built-up area and 38% of the Car Parking Space with proportionate locational advantage attributable to such entitlement of space specifically mentioned in seventh schedule herein below. Over and above the aforesaid demarcated allocated portion, the Owners shall also be entitled to collect Club membership fees or other charges etc. from the prospective buyers/customers for its 38% allocation

*Chandrasekhar  
A. A. L.*

- 8.17 Said Premises** shall mean the property more fully described in the **First Schedule** hereunder written or parts thereof as the context so permits.
- 8.18 Plan** shall mean the plan sanctioned by the Municipal authorities concerned vide building permit no SWS-OBPAS/1101/2025/0497 dated 15/07/2025 and shall include such modifications and/or alterations and/ or revalidations as may be necessary and/or required from time to time and so permitted by the concerned authorities.
- 8.19 Parking Spaces** shall mean the covered, as also the open spaces in the said Project whereat four-wheeler/two-wheeler(s) can be parked.
- 8.20 Project** shall mean the Development of the Said Premises by erection, construction / re-construction and Completion of the New Building at the Said Premises for commercial exploitation.
- 8.21 Units** shall mean various saleable spaces / constructed areas in the proposed New Building, be it units, flats, shops, offices, godown's, showrooms, servant quarters, Parking Spaces, roof(s) exclusively attached to any unit and so sanctioned or any other area capable of being independently held used occupied enjoyed and transferred for valuable consideration under the relevant laws and shall include the spaces / varandah's attached to any unit/s together with the rights appurtenant thereto.
- 8.22 Title Deeds** shall mean and include the documents of title of the Owner, in respect of the Said Premises.
- 8.23 Transferees** shall mean all the prospective or actual buyers, who may agree to purchase any Unit in the New Building and for all unsold Units, the Developer and the Owner respectively as may be so allocated between them.

## 9. Rules Of Interpretation:

Unless there is something in the subject or context inconsistent therewith:

- 9.1** Any reference to a clause or schedule shall be a reference to a clause or schedule in this Agreement. The schedules shall have effect and deemed to be construed as an integral part of this agreement.

*Amal Singh*  
A.S.

- 9.2** The clause titles or headings appearing in this Agreement are for reference only and shall not affect the construction thereof.
- 9.3** Words imparting singular shall include plural and vice versa.
- 9.4** Words imparting masculine gender shall include Feminine and Neuter genders - likewise words imparting feminine gender shall include masculine and neuter genders and similarly words imparting Neuter gender shall include masculine and feminine genders.
- 9.5** All presumptions which may arise in law at variance with the express provisions of this Agreement shall stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties under this agreement.
- 9.6** Any reference to a statute, statutory provision or subordinate legislation (whether or not specifically named herein) shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.
- 9.7** Any reference to this Agreement or any of the provisions thereof includes all amendments and modifications made to this Agreement in writing from time to time in force.
- 9.8** If any period is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day. If any time limit pursuant to the provisions of this Agreement falls on a day that is not a business day (i.e., a day on which licensed banks are not open for business) then that time limit shall be deemed to only expire on the next business day.
- 9.9** Any reference to writing shall include printing, typing, photocopy scanning and/or any other means of reproducing words in visible form.

*Handwritten signature*

- 9.10** The terms "hereof", "hereby", "hereto", "hereunder" and similar terms shall refer to this Agreement as a whole.
- 9.11** Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 9.12** Any reference to a Party is to a party to this Agreement.
- 9.13** Any reference to singular includes plural and vice-versa.
- 9.14** Words and phrases have been defined either under the Definition clause and/or by putting them within brackets. Where a word is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.

#### **10. Appointment/Commencement And Completion:**

- 10.1** The Owner for the purpose of the Development of the Said Premises hereby appoints the Developer along with the Developer's Guarantor with the right to execute the Project in accordance with and in terms of this Agreement and the Developer and the Developer's Guarantor hereby accepts the said appointment by the Owner.
- 10.2** This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the Commencement Date.
- 10.3** Subject to the fulfillment of the obligations of the Owner under this Agreement and subject to the incidents of Force Majeure mentioned hereunder, the Development of the Project on the Said Premises by construction of the New Building shall be completed by the Developer with the assistance of the Developer's Guarantor at the Developer's own costs and expenses within a period of 48(Forty Eight) months (with a grace period of 6 (Six) months) to be calculated from the date of obtaining permission from any other authority including RERA authority. In case the Developer is unable to complete the construction of the proposed building within the stipulated period in such case over and above the forfeited pecuniary consideration amount, the Owners shall be entitled to cancel this agreement and appoint other Developer or Developers for construction of the same and the applicable provisions under clause 19 shall be applicable .

*Amended*  
*Ad*

**10.4** Subject to clause 10.3 above and clause 19 herein below, this Agreement shall otherwise remain in full force and effect until such time the Development work of the Project on the Said Premises is completed by the Developer with the consent and concurrence of the Owners within the stipulated period in terms of this agreement in all respect and/or the Developer's and landowner's Entitlement is fully realized from the sale proceeds received from the allottees of all such Units and/or the possession of the Units is taken over by the intending allottees and/or retained by the Developer/Landowners as unsold Units, as the case maybe, and the deeds of transfer are duly made and/or executed and registered by the Parties in favour of the intending Transferees and such time the management & affairs of the New Building is to be handed over to the Association / Maintenance Organization of the owners of the Units in the proposed New Building at the Said Premises.

**10.5** The agreement and the rights of the Developer and owners shall remain valid and subsisting at all times unless cancelled in accordance with the terms of this agreement.

**11. Development and management of the Said Premises:**

**11.1** The Developer shall provide its financial and other required resources, skill and expertise without creating any financial or other liability on the owners for the purpose of undertaking Development of the Project on the Said Premises by construction of the New Building upon the land of the Said Premises and to incur costs and expenses for the time being in respect of the Development of the Said Premises in terms hereof.

**11.2** Regular day to day management will be done by the Developer.

**11.3** All Critical and key decisions shall be taken by the Developer with the consent and concurrence of the Owners. The fixation of selling price etc. shall also be done by the Developer with the consent and concurrence of the Owners. It shall, however, be as per the prevailing market rates.

**11.4** The Developer will construct a modernized entry gate at the project as mutually agreed upon.

*Amal Singh*  
A.S.

- 11.5** The construction of Owners Entitlement will be done simultaneously with the Developers Entitlement with same quality and specification of materials and on failure of which this agreement will be null and void.
- 11.6** The Developer will arrange for advertisement in the entire area through print and digital media such as newspaper, hoardings, banners, online advertising, video advertising, meeting with the customers etc. and will incur all the expenditure towards the same at the cost of Developer. The owner will be only liable for brokerage charges incurred for selling of owners allocation, if any being sold by the brokers appointed by the developers.
- 11.7** The Developer shall commence construction expeditiously and construct, erect and complete at its own cost and within the time contained herein, the proposed buildings on the said plots in accordance with the plan as sanctioned by the Asansol Municipal Corporation and as may be modified from time to time, and/or other appropriate authorities concerned and also within the stipulated timeframe as mentioned in this agreement and in accordance with time bound Work Schedule as described in the **Fifth Schedule** hereunder written to be constructed according to material specifications as described in the **Second Schedule** hereunder written.
- 11.8** The Developer shall abide by all laws, bye-laws rules and regulations of the appropriate Government and local bodies relating to development of the said plots and to be observed by it in favour of this Agreement and shall attend to and be responsible for any deviation violation and/or breach of any of the said laws, byelaws, rules and regulations. The Developer hereby agrees to keep the land Owners saved harmless and indemnified against all punitive actions, loss, damage, accidents, mishaps, liabilities, fines, penalties, compensation costs charges and expenses, resulting due to omission, non-compliance, lapses or violations of any law, bye-law, rules and regulations concerning the development of the said plot and any accident or mishap arising out of faulty design, construction or workmanship and arising as a result of the acts and omissions of the Developer

## **12. Developer's rights and obligations:**

The Developer for the purpose of Development and Completion of the Project in terms of this Agreement is hereby authorized and shall be

*Amal Kumar*  
*As*

entitled to as well as be obliged to do act and perform the works as mentioned below and the Owner shall grant a registered power of attorney to the nominees of the Developer for carrying out the following works.

- 12.1 To prepare and finalize the plan of the aforesaid project with due approval of the Owners for submitting the same to the Asansol Municipal Corporation as early possible from the date of execution of this Agreement at its own costs and expenses.
- 12.2 To commence construction of the proposed building within two months from the date of obtaining RERA certificate and the aforesaid time shall also be treated as essence of the contract.
- 12.3 To cause, if required, survey and soil testing of the land at the Said Premises.
- 12.4 To cause modifications rectifications and revalidation of the Plan sanctioned for the Development of the Project on the Said Premises subject to the consent of the land owners
- 12.5 To appoint and/or put in place its own professional team for causing Development and Completion of the Project on the Said Premises in consent of the land owner.
- 12.6 To demolish the existing building/structures (if any) at the Said Premises and to dispose of and clear the debris of the same from the Said Premises. All proceeds/revenue from the sale/disposal of the debris shall, be shared between the Developer and owners at the said rate of 62:38.
- 12.7 To install and/or cause to be installed electricity, water and drainage facility (in case it doesn't exist) to the Said Premises for carrying out the Development of the Project on the Said Premises.
- 12.8 To serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services.
- 12.9 To construct and complete all such building and/or buildings so sanctioned for construction and Development by the concerned

*Amulya*  
*AK*

authority(ies) at its own costs and expenses, but subject, however, to the terms and conditions, as stated in this agreement.

- 12.10** To calculate, assess and determine and/or cause to be calculated the Carpet Area of the Units of the proposed New Building at the Said Premises in consultation with the Architect.
- 12.11** To comply and/or procure compliance with all conditions attaching to the building permission and any other permissions which may be granted during the course of Development.
- 12.12** To comply or procure compliance with all statutes and any enforceable codes of practice of the concerned municipal and/or other authorities affecting the Said Premises or the Development thereof.
- 12.13** To market the Said Premises under the joint name of the Developer and landowner specifically as Balaka Residency as land owners and Odeum Properties LLP as the Developer.
- 12.14** To advertise the Project on the Said Premises and to fix the name thereof and in this regard the Owner shall be deemed to have given its consent to the Developer to publish appropriate notices/advertisements of the impending Development of the Said Premises in the leading newspapers.
- 12.15** To regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction erection and Completion of the said New Buildings on the Said Premises.
- 12.16** To remain solely liable and/or responsible for all acts deeds matters and things for undertaking construction of the said New Building in accordance with the Plan within the scheduled timeline under this Agreement and to pay perform and observe all the terms conditions covenants and obligations on the part of the Developer to be paid performed and observed.
- 12.17** Upon obtaining all the Consents for the Development of the Project on the Said Premises and upon getting vacant possession of the existing structures (if any) at the Said Premises, to cause to be demolished the existing building and/or structures standing (if any) on the Said Premises at the cost of the Developer, dispose-off the debris and proceed diligently to execute and complete the Development of the Project on the

*Amalika*  
A.E.

Said Premises in a good and workmanlike manner with good quality materials as may be recommended by the Architect and/or with such specifications as mentioned in **Second Schedule** hereto.

- 12.18** It has been clearly agreed between the parties that save and except the Developer's allocation of the aforesaid building, the Developer shall not be entitled to create any charge or mortgage or encumber the remaining share or owner allocation of the aforesaid property with any financial institution or bank nor shall fasten the Owners of the First Part for any financial liability. The intending/prospective customer/s of unit/s shall also be entitled to obtain home loan from any financial institutions /banks by mortgaging their respective units.
- 12.19** That on completion of the building, the Developer shall furnish to the landowners not only the completion certificate issued by the Asansol Municipal Corporation but also the certificate of the structural engineers of the Architect about the structural stability of the aforesaid building and the Developer shall be responsible for rectify and/or remove any defect in the construction or any damages (due to any defective construction), if detected during the period of five years from the date of completion of the building and handing over the Owners' allocation thereof and/or for the period as mentioned in Real Estate (Regulation and Development) Act, 2016 (RERA Act).
- 12.20** That The Developer will not transfer and/or assign the benefit of this Development Agreement or any portion thereof without the consent in writing of the Owners.
- 12.21** That the time stipulations as mentioned in several clauses of this Agreement shall be the essence of the contract.
- 12.22** The Developer shall have the right to deal with the Developer's allocated portion in the proposed buildings including transfer of the proportionate share of land corresponding to the said Developer's allocation thereof and for which the Owners shall grant a Power of Attorney to the Developer interalia empowering the Developer for dealing with its allocated portion including the proportionate share of land corresponding thereto.
- 12.23** Since it has been agreed between the parties that in the aforesaid project there will be a club meant for occupants of the said project having all the facilities of a modern club including the swimming pool,

*Amulya,*  
AOL

multi-gym, space for standard quality restaurant, ceremony hall including hall for having conference for the members of their guests including the community members to be formed by the Owners' Association on completion of the aforesaid project. Over and above the same there has also been agreed that all other facilities and/or amenities and/or any other facilities for the community shall be provided in the said club, which however, will be governed and guided by a committee to be elected amongst the Owners of the respective flats and/or other commercial units, if any.

- 12.24** To keep the Owner saved harmless and indemnified from and against all losses claims suits and proceedings caused due to or arising out of any act of omission and commission on the part of the Developer for the purpose of and in course of the Development of the Project on the Said Premises.
- 12.25** That by executing and registering this Development Agreement the title of the Owner's over the schedule property does not transfer in favour of the Developer.

### **13. Owner's rights and obligations:**

- 13.1** The Owner hereby agrees and covenants with the Developer that the Owner, (within six months from the date of signing of the Agreement) shall:

**i.** Allow the Developer to enter upon the Said Premises for the purpose of Development and construction of the Project thereon.

Provided however that, nothing contained herein shall be construed as delivery of possession in part performance of any agreement of sale under 53-A of the transfer of property Act, 1882 or section 2(47)(v) of the income tax act 1961. The possession of the project land handed over to the Developer shall be in accordance with and for the purpose of development and construction of the project and other rights and entitlements as set forth in this agreement.

**ii.** Sign all papers and documents, as may be required, to enable the Developer to procure the No Objection Certificate/permission for Development / redevelopment of the Said Premises and/or to procure No Objection Certificate (NOC), if required, and/or so applicable from all concerned authorities.

*Amal Singh*  
AS

**13.2** The Owner hereby further agrees and covenants with the Developer that the Owner shall subject to the Developer complying with its obligations as contained in this agreement:

- i.** Not cause any interference and/or hindrance in the Development of the Project on the Said Premises.
- ii.** Not do any act, deed and/or thing whereby the Developer may be prevented and/or deprived from its right and entitlements under this Agreement or subsequent hereto.
- iii.** render all possible assistance to the Developer to enable the Developer to obtain their consents for the Development of the Said Premises.
- iv.** render and extend all reasonable co-operation, help and assistance to the Developer for the successful Completion of the Development of the Project on the Said Premises.
- v.** grant and/or execute, a General Power-of-Attorney in favour of the Developer or its nominee or authorized person, to do and perform necessary acts deeds and things necessary and/or for works required to be done for the purpose of the Development of the Project on the Said Premises and also for the purpose of execution of agreement to sell of the Units/saleable spaces with intending buyers on Ownership basis or otherwise in the Proposed New Building at the Said Premises only for the Developer's Entitlement as specifically mentioned in sixth schedule herein.
- vi.** grant and/or execute, a irrevocable General Power-of-Attorney in favour of the Developer or its nominee or authorized person, for the purpose of the signing/execution of the deeds of conveyance of the constructed spaces only for the Developer's Entitlement/Allocation within the new building at the said Premises as specifically mentioned in sixth schedule herein until and unless the landowners entitlements as specifically mentioned in seventh schedule herein which has been fully constructed, meets all legal and regulatory requirements, and is ready for occupancy are handed over to land owners.
- vii.** sign and execute necessary applications, affidavits, undertakings and other documents as necessary/required from time to time for the purpose to be submitted to the concerned departments / authorities for

*Amal Singh*  
A.S.

the Development of the Project on the Said Premises (notwithstanding the grant of the aforesaid powers of attorney)

**viii.** not do anything in contravention / violation of this Agreement.

**13.3** It has been agreed between the parties that the original Title Deed in respect of the aforesaid property shall remain with the Owners on condition that as and when required by the Developer, the Owners shall produce the said Decds to the Developer or its nominee or nominees for its inspection.

#### **14. Commercial Terms:**

**14.1** The sale proceeds and/or sale consideration to be received on account of the sale value of the Developer's Entitlement shall, be received by the Developer and will be retained by the Developer in terms of this Agreement **and provided always** that the sinking fund(s) and/or the maintenance deposit(s) of any and every nature whatsoever which will be taken and/or be collected by the Developer from all the intending Purchasers of all the units within the New Building shall be kept in deposit by the Developer in a separate bank account and shall, in due course, be handed over and/or be accounted for (after adjusting all dues of the Developer) to the Association/Maintenance Organization.

**14.2** Sales of the flat/units of the Developer's Allocation are to be managed, by the sales agencies/consultants/developer's marketing team to be appointed by the Developer in this regard.

#### **15. Distribution Of Revenue of Extra Construction if any:**

In case the Project becomes eligible for any extra construction, as a result of any existing scheme or change in the government norms or regulations and the Developer is interested in availing such extra construction, then, and in such event, the Developer shall at the cost and incidental expenses of the Developer, will get sanction of the concerned authority for making such extra/additional construction and the revenue arising out of such extra construction shall be shared between Developer and the Owner as per existing ratio as 62:38.

*Amulya  
Ade*

**16. Tax Liability:**

The Parties shall be liable to make payment of their respective tax liabilities of any and all nature. The Owner shall, however, bear the entire municipal rates and taxes in respect of the Said Premises up to the date of Memorandum of understanding dated 08.11.2023 and thereafter, the municipal tax liability will be deemed to be part of the Construction Cost till the Completion of the Project.

**17. Force Majeure:**

The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if prevented by any one or more of any of the following Force Majeure events:

- i. is beyond the reasonable control and not arising out of the fault of the party claiming Force Majeure, and/or
- ii. such party claiming Force Majeure has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, and/or
- iii. has a material adverse effect on the Project.

Events of Force Majeure shall mean acts of God or natural disasters, inclement weather, flood, lightning, earthquake, cyclone, epidemic, pandemic, order of lockdown, Government Order and/or advisory and/or circular imposing full or partial restriction on movement under Disaster Management Act, 2005 or under any other law fire or exceptionally adverse weather conditions affecting the implementation of the development and construction activities, strikes or boycotts any judgment or order of any Court or statutory authority provided such judgment or order of any court or any statutory authority is not arising out of any fault of the Owner, civil commotion, boycott or political agitation revocation or refusal to renew or grant without valid cause any consent or approval required provided, however, that Force Majeure will not include (i) refusal and/or non granting of any approval etc. for reasons attributable to the Developer without any fault of the Owner, (ii) delay and/or suspension of work due to non-payment of any statutory or government fee or any labour dues or other dues by the Developer required for the development, (iii) workers agitation due to non-payment

*Amal Kumar*  
AK

by the Developer of the workers dues, (iv) illegal activities due to failure and/or neglect of the Developer in ensuring security within the site.

#### **18. Scheme for Maintenance:**

- 18.1** After Completion of the New Building at the Said Premises the Developer with the consent and concurrence of the owners shall cause the formation of an Association/ Maintenance Organization for the purpose of management of the Common Areas And Installation and/or for Common Expenses of the Said New Building at the Said Premises and for the Common Purposes and the Owner shall cooperate with the Developer fully and shall also sign all documents and papers necessary for this purpose. All the Transferees of Units/saleable spaces in the New Building at the Said Premises shall be required to become member of such Association / Maintenance Company and shall pay proportionately or wholly, as the case may be, their respective share of maintenance charges at the rate as may be fixed by the Association / Maintenance Organization.
- 18.2** Until formation of such Association/Maintenance Organization, the Developer shall look after the maintenance work of the New Building at the Said Premises and all the Transferees of Units/saleable spaces in the New Building at the Said Premises shall pay proportionate maintenance charges to the Developer.
- 18.3** All deposits (sinking fund, maintenance deposit, corpus deposit, if any) shall be received by the Developer at the first instance and shall be transferred to the Association /Maintenance Organization on its formation.

#### **19. Default/Termination:**

- 19.1** If the plan for construction and development of the New Building on the Said Premises is got sanctioned and approved from RERA authority but due to any reason other than force majeure the Developer fails and/or neglects to start the construction and development work within 45 days from the date of such sanction and approval from RERA authority then, and in such event, the Owner will be entitled to get a sum of Rs. 15,00,000 ( Rupees Fifteen Lakh only) as agreed quantified liquidated damages per month for the first three months of such failure and/or neglect of the Developer and in case of such failure and/or neglect of the

*Amalika*  
*File*

Developer continuing beyond the said period of 3 (three) months then, and in such event, and after the expiry of such time period of 3 months, the Owner shall be entitled to terminate this Agreement and in case the Owner terminates this agreement then, and in such event, the Owner shall deduct 10% of the IFRSD and the amount remaining thereafter shall be refunded to the Developer by the Owner within 90 days from the date of such termination.

**19.2** If at any time hereafter, it shall appear that any of the Parties hereto have failed to carry out its obligations under this Agreement, within the stipulated time frame, if any, specified in this Agreement then, and in such event, the Party which may allege the default shall bring the same to the notice of the other Party in writing for giving the other Party reasonable opportunity of 30 days, from the date of receipt of the notice in writing, to remedy the breach and in case the Party who is alleging default is not satisfied with the explanation, then, and in such event, the Party not at fault shall be entitled to rectify the fault of the defaulting party either on its own or through any agency as may be so decided by the Party not at fault, at the costs and expenses of the Party in default. The Party alleging default shall also be entitled to claim all losses and damages suffered by them from the defaulting Party without prejudice to other rights hereunder and in such case the matter shall be referred to the Commercial Court.

**19.3** In case the Developer fails and/or neglects and/or do not take effective steps to execute the work of construction of the New Building and/or the Project at the Said Premises for a continued period of six months even after the sanction of the plans and having already started the construction in terms of the said sanctioned plan then, and in such event, this agreement shall automatically stand cancelled and the Owners shall, immediately, within 24 hours of such cancellation of this Agreement, intimate in writing (with a copy of such intimation to the Developer on email or by post, as the case may be) and to the bankers of the Project so appointed by the Developer to immediately stop all banking operations whatsoever till further notice from the Owners. There will be no banking operations from the said RERA Account of the Project till settlement of all refundable amounts to the Owners as per clause 19.5 below is completed. The Developer, within 24 hours of receiving the said intimation from the Owners for stoppage of RERA account, shall handover all necessary and/or required architectural and structural drawings, plans, and copy of executed agreement for sale of

*Amal Singh*  
AZ

said Project which would be required to enable the Owners to complete and/or cause to be completed through another developer, as the case may be, the construction of the remaining portions of the New Building. It is also agreed that the Owners, after intimating in writing the cancellation of this agreement to the Developer, shall take physical possession and/or shall be deemed to have taken possession of the Said Premises along with the constructions made by the Developer till then thereon and the Owners shall be at liberty, without any further reference to the Developer to appoint another developer/entity to complete the remaining work of construction of the Project at the Said Premises in the manner and within the time frame as the Owners may deem fit and proper and/or so mutually agree with the new developer/entity.

- 19.4** In the circumstances as mentioned in 19.4 above, the Owners shall, however, **(i)** refund an amount to be calculated and/or ascertained @ 60 % of the costs and expenses incurred/made by the Developer till the date of termination of this Development Agreement. The determination and/or ascertainment of the costs and expenses incurred/made by the Developer shall be calculated by taking reference of the then latest applicable W.B. State Public Works Department (SPWD) rates for all such works. and **(ii)** refund the IFRSD after deduction @ 10% of such IFRSD without any interest therein. It is further agreed that from out of the amounts refundable to the Developer as mentioned in '(i)' and (ii) above the Owners will deduct on account of the following, **(a)** amount of the sale consideration realized by the Developer from allottees against the Developer's Entitlement, **(b)** estimated amount of penal interest(which would be required to be paid to the allottees of units of both the Owners Entitlement as also of the Developer's Entitlement) due to the delay which would occur in handing over of possession of flats/units arising out of the failure and/or neglect of the Developer to proceed with the development of the Project as per this Agreement, **(c)** estimated amount or penal charges, fees and interest to any government authority including RERA authority which would be required to be paid for violation by the Developer of the terms of this Agreement and **(d)** estimated amounts, If any, which would be payable, (due to the exit of the Developer from the Project on the Said Premises for the circumstances mentioned in 19.4 above) due to the cancellation of the agreement(s) for sale executed and registered by and between the Owners, the Developer and the allottee till then and due to such cancellation allottees are not being given credit by the concerned

*Amal Singh*  
*AS*

registrar for the stamp duty and the registration charges paid by the allottee at the time of execution and registration of new agreement(s) for sale and/or the deed(s) of conveyance/sale in favour of such allottees and/or due to the reason of the allottee being required to pay full stamp duty and registration charges on such agreement(s) for sale/deed(s) of conveyance.

- 19.5** It is further agreed that if in case it is found that after all such deductions as mentioned in (a) to (d) of clause 19.4 above, the amounts to be deducted as deduction are more than the total amount payable to the Developer towards refund then, and in such event, the Developer shall be liable to pay such excess amount within 30 days from the date of the demand by the Owners. Such payment will be made by the Developer from the Developer's own means and resources and/or from project RERA Account.
- 19.6** The refund as mentioned in 19.5 above shall be made by the Owners only after the new developer/entity is appointed by the Owners and only after such new developer/entity takes over the remaining construction of the Project on the Said Premises. Once the construction is taken up by the new developer/entity, then, and in such event, the refund as mentioned in 19.5 above shall be gradually made from out of only 30% of the total receipts both from the existing allottees of flats/units already agreed to be sold by the Developer and/or also from the new allottees of the remaining flats/units till such time the entirety of the amount refundable to the Developer is completed.
- 19.7** Neither Party shall be in default in the performance of any of its duties or obligations hereunder, if prevented by Force Majeure, provided however that such affected Party has given notice to this effect to the other Party.

## **20. Assignment:**

The Developer hereby agree and covenant with the Owner not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the prior consent in writing of the Owner and any assignment or transfer without such prior written consent shall result in termination of this Agreement at the option of the Owner and make the Owner entitled to claim for damages and compensation from the Developer. Notwithstanding the above, the Owner shall, at all times, be entitled to

*Handwritten signature/initials*

entrust and assign the Owner's rights, title and/or interests under this Agreement to anybody only after obtaining prior consent in writing from the Developer and only after ensuring that the rights of the Developer under this Agreement are not prejudicially affected.

## 21. Indemnity:

**21.1 By the Developer:** The Developer in addition to what is mentioned in clause 12 above shall be fully responsible for any deviation or unauthorized construction or accident or mishap while making any construction and in no event the Owner shall incur any liability in respect thereof. In this regard, the Developer hereby indemnifies and agrees to keep indemnified the Owner against all losses, liabilities, costs or third-party claims actions or proceedings thus arising. The Developer hereby further indemnifies and agrees to keep the Owner saved, harmless and indemnified of, from and against any and all losses, damages or liabilities (whether criminal or civil) suffered by the Owner in relation to the Project and/or to the Development and/or to the construction of the Project and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules, regulations or bye-laws or arising out of any accident or otherwise.

**21.2 By the Owner:** The Owner hereby agree to be responsible for all actions, suits, proceedings, claims etc., if any, which may be suffered by the Developer in relation to any defect in title of the Owner to the Said Premises and/or any encumbrance or liability whatsoever thereon, including any act of neglect or default of the Owner. In case the Developer is constrained and/or compelled to incur any expenditure for perfecting the title of the Owner whatsoever then, and in such event the Owner will reimburse all such expenses to the Developer and/or the Developer shall be entitled to deduct such amount from the payments to be made to the Owner.

*Shankar*  
AZ

**22. Miscellaneous:****22.1 Relationship Of The Parties**

i. This Agreement does not create nor shall it in any circumstances be taken as having created a partnership between the Parties.

ii. All contracts and agreements entered into by the Developer pursuant to this Agreement shall be contracts or agreements between the Developer as principal and the respective third parties and the Owner shall have no obligation or liability under them.

**22.2 Non-Waiver:** Any delay tolerated and/or indulgence shown by any of the Parties in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of the respective Party.

**22.3 Entire Agreement:** This Agreement supersedes all document and/or writing and/or correspondence exchanged between the Parties hereto. Any addition alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the Parties unless the same is recorded in writing and signed by the Parties herein.

**22.4 Legal Fees:** The fees payable to the Advocate for all documents for and in connection with the execution and Development of the Project on the Said Premises shall be borne and paid by the Developer and the Owner shall not be liable to pay anything on this account.

**22.5 Notices:** Notices, demands or other communications required or permitted to be given or made hereunder shall be deemed to have been duly given or served on it if sent either by Speed Post or Registered Post at their respective addresses mentioned herein before or at such other contact details as the Parties may inform from time to time by notice in writing to each other.

**22.6 Time Is of Essence:** Time shall be the essence as regards the provisions of this Agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement in writing between the parties be substituted for them.

*Amal Kumar*  
*AK*

- 22.7 Partial Invalidity:** If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 22.8 Legal Advice:** Each Party has taken and shall take their own legal advice with regard to this agreement and/or for all acts to be done in pursuance whereof and the other Party shall not be responsible for the same.
- 22.9 Authorized Possessor:** Nothing in this Agreement shall be construed as a demise or assignment or conveyance in law of the Said Premises or any part thereof to the Developer by the Owner or as creating any right, title or interest therein in favour of the Developer except to allow and/or permit the Developer to develop the Project on the Said Premises jointly with the Owner in terms of this Agreement.
- 22.10** Over and above the terms and conditions as mentioned herein, all other terms and conditions of this Development Agreement, however, shall be governed by the Real Estate (Regulation and Development) Act, 2016 (RERA ACT) and the same shall be binding upon the parties.
- 22.11** The costs and charges for installation of transformer will be shared between the Landowners and the Developer at 38:62 ratio subject to verification of quotation, actual bills and payment receipts and pre approval from the our engineer.
- 22.12** If there is/are any changes/alteration in final saleable area (Flat area, area for Servant quarter, Car parking space and other utilities etc.) that will be shared between land Owners and developers in same proportion i.e. 38:62 ratio.
- 23. Dispute Settlement And Jurisdiction:** In the event of any disputes or differences between the Parties arising out of or incidental or in relating to or arising in connection with this Agreement or any part thereof, the Parties shall try to resolve or amicably settle the same through mutual discussions, negotiations, mediation by common friends and the courts at Asansol including the commercial court has all jurisdiction try all disputes.

*Amalendu*  
AS

**THE FIRST SCHEDULE ABOVE REFERRED TO****(SAID PREMISES)**

**ALL THAT** the piece and parcel of "Bastu" Land measuring Total an Area **1.75 Acres (One Acres Seventy Five Decimals) more or less**, lying situated at R.S. Plot No.- **1746**, corresponding to L.R. Plot No.- **1049**, under L.R. Khatian No.- **2971**, Area of Land in this Khatian **.4375 Acres or 43.75 Decimal**, L.R. Khatian No.- **2961**, Area of Land in this Khatian **.4375 Acres or 43.75 Decimal**, L.R. Khatian No.- **2970**, Area of Land in this Khatian **.4375 Acres or 43.75 Decimal**, L.R. Khatian No.- **2962**, Area of Land in this Khatian **.4375 Acres or 43.75 Decimal**, Together with more than **5 years old** Tin shaded single storied Residential building thereon, being Total Constructed Area is **100 Sq. Ft.** in Ground Floor, made of **Cemented Floor**, within Mouza **Narsamuda**, included within limits of **Asansol Municipal Corporation, P.S.- Asansol (South)**, J.L No.- **9**, District : **Paschim Bardhaman.**

- ON THE NORTH: Genexx Exotica Residential Project,  
 ON THE EAST: Genexx Exotica Residential Project,  
 ON THE WEST: 30'-0" wide Surya Sen Park Road and vacant land,  
 ON THE SOUTH: individual residential plotted developments,

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(SPECIFICATIONS FOR CONSTRUCTION)****Specifications :**

- A. Structure:** External walls - 8" to 10" brickwork combined with stylish elevations, cladding and finished with high-quality exterior paint.
- B. Flooring:** Vitrified / ceramic tiles in all floor area of the flats.
- C. Stairs:** Marble/granite tiles in staircase, lobby and common areas.
- D. Doors:** Flush doors with accessories.
- E. Windows:** Aluminum window

Subsidiary Bareilly

*Amalendu*  
*APZ*

**F. Kitchen:**

Flooring - Ceramic Tiles

Counter - Black Granite 6' ft long including sink area.

Sink - Stainless Steel

Dado - Ceramic Tiles (2 feet above counter).

**G. Toilet:** Concealed pipeline using standard materials, ceramic tiles dado, tiled flooring, CP fittings of superior brands.

**H. Elevators:** Lift of leading brand.

**I. Electricals :** Concealed copper wiring, sufficient light and power points in the kitchen, television point in living, telephone points in living / dining rooms, gyser point in all bathroom, A/C point in master bedroom.

**THE THIRD SCHEDULE ABOVE REFERRED TO  
(DEVOLUTION OF TITLE)**

- A.** By a sale deed dated 24<sup>th</sup> January 2017 by and between United Spirits Limited, therein referred to as the vendor of the one part and (1) Mrs. Supriti Banerjee, wife of Chandran Nath Banerjee, (2) Ms. Mouli Mukherjee, daughter of Mr. Kalidas Mukherjee, (3) Mrs. Shukla Chakraborty, daughter of late Magaram Chakraborty and (4) Ms. Bithika Chakraborty, daughter of Mr. Shankar Chakraborty, therein collectively referred to as the purchasers of the other part, the vendor therein, for the consideration mentioned in the said deed sold to the purchasers therein, ALL THAT the property morefully mentioned in the said deed and also morefully mentioned in the First Schedule written hereinabove and pursuant thereto the purchasers therein became the joint of the property so purchased by the purchasers under the said deed and the purchasers therein came to be in possession of the said property free from all encumbrances.

*Amal Kumar*  
Ad

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

The IFRSD (i.e., the Interest Free Refundable Security Deposit) amounting to **Rs 5,00,00,000/- (Rupees Five Crores)** only is paid by the Developer or the person on behalf of the developer to the Owner, for the Said Premises in the manner as follows:

a. Rs. 5,00,00,000/- (Rupees Five Crores Rupees Only) paid till the signing of this Agreement and the handing over the possession of the Said Premises in terms of this agreement by the Developer or the person on behalf of the developer which the Owner do hereby as also in the "Receipt" herein below admit and acknowledge to have received.

Amulya  
Adk

## DEVELOPERS' ENTITLEMENT (Sixth Schedule)

BLOCK NO.	FLOOR MKD.	FLAT MKD./S.Q. MKD.	TYPE OF FLAT	FLAT BUILT UP AREA (SQ. FT.)	SERVANT QUARTER'S AREA (SQ. FT.)	DEVELOPER'S FLAT AREA (SQ.FT.)	DEVELOPER'S SERVANT QUARTER'S AREA (SQ. FT.)
TOTAL	GROUND	UTILITY-1	-	-	65	To be mutually decided later	
		UTILITY-2	-	-	83		
		UTILITY-3	-	-	88		
		UTILITY-4	-	-	84		
		UTILITY-5	-	-	65		
		UTILITY-6	-	-	83		
		UTILITY-7	-	-	88		
		UTILITY-8	-	-	84		
	TOTAL						
TOWER - 1	1ST	B	3BHK	1020	-	1020	-
	2ND	A	3BHK	1111	94	1111	94
		B	3BHK	1020	-	1020	-
		C	3BHK	1020	-	1020	-
		D	3BHK	1026	-	1026	-
		E	3BHK	1111	120	1111	120
		G	2BHK	681	-	681	-
	3RD	B	3BHK	1020	-	1020	-
	4TH	A	3BHK	1111	94	1111	94
		B	3BHK	1020	-	1020	-
		C	3BHK	1020	-	1020	-
		D	3BHK	1026	-	1026	-
		E	3BHK	1111	-	1111	-
		F	3BHK	1220	120	1220	120
		G	2BHK	681	-	681	-
	5TH	A	3BHK	1111	-	1111	-
		C	3BHK	1020	-	1020	-
	6TH	A	3BHK	1111	94	1111	94
		B	3BHK	1020	-	1020	-
		C	3BHK	1020	-	1020	-
		D	3BHK	1026	-	1026	-
		E	3BHK	1111	-	1111	-
		F	3BHK	1220	120	1220	120
		G	2BHK	681	-	681	-
	7TH	D	3BHK	1026	-	1026	-
		E	3BHK	1111	-	1111	-
	8TH	A	3BHK	1111	94	1111	94
		B	3BHK	1020	-	1020	-
		C	3BHK	1020	-	1020	-
		D	3BHK	1026	-	1026	-
		E	3BHK	1111	-	1111	-
		F	3BHK	1220	120	1220	120
G		2BHK	681	-	681	-	

*Handwritten signature and initials.*

# DEVELOPERS' ENTITLEMENT (Sixth Schedule)

BLOCK NO.	FLOOR MKD.	FLAT MKD./S.Q. MKD.	TYPE OF FLAT	FLAT BUILT-UP AREA (SQ. FT.)	SERVANT QUARTER'S AREA (SQ. FT.)	DEVELOPER'S FLAT AREA (SQ.FT.)	DEVELOPER'S SERVANT QUARTER'S AREA (SQ. FT.)	
TOWER - 2	9TH	C	3BHK	1020	-	1020	-	
		D	3BHK	1026	120	1026	120	
	10TH	A	3BHK	1111	94	1111	94	
		B	3BHK	1020	-	1020	-	
		C	3BHK	1020	-	1020	-	
		E	3BHK	1111	-	1111	-	
		F	3BHK	1220	120	1220	120	
		G	2BHK	681	-	681	-	
	TOTAL				1190	42053	1190	
	TOWER - 2	15TH	B	3BHK	1020	94	1020	94
			C	3BHK	1020	-	1020	-
			D	3BHK	1026	-	1026	-
			E	3BHK	1111	120	1111	120
2ND		A	3BHK	1111	94	1111	94	
		E	3BHK	1111	-	1111	-	
3RD		A	3BHK	1111	94	1111	94	
		B	3BHK	1020	-	1020	-	
		C	3BHK	1020	-	1020	-	
		D	3BHK	1026	-	1026	-	
		E	3BHK	1111	-	1111	-	
		F	3BHK	1220	120	1220	120	
		G	2BHK	681	-	681	-	
4TH		B	3BHK	1020	-	1020	-	
		G	2BHK	681	-	681	-	
5TH		A	3BHK	1111	94	1111	94	
		B	3BHK	1020	-	1020	-	
		C	3BHK	1020	-	1020	-	
		D	3BHK	1026	-	1026	-	
		E	3BHK	1111	-	1111	-	
		F	3BHK	1220	120	1220	120	
		G	2BHK	681	-	681	-	
6TH		C	3BHK	1020	120	1020	120	
	G	2BHK	681	-	681	-		
7TH	A	3BHK	1111	94	1111	94		
	B	3BHK	1020	-	1020	-		
	C	3BHK	1020	-	1020	-		
	D	3BHK	1026	-	1026	-		
	E	3BHK	1111	-	1111	-		
	F	3BHK	1220	120	1220	120		
	G	2BHK	681	-	681	-		
8TH	D	3BHK	1026	-	1026	-		
	A	3BHK	1111	94	1111	94		

*Chandrababu Prasad*

# DEVELOPERS' ENTITLEMENT (Sixth Schedule)

BLOCK NO.	FLOOR MKD.	FLAT MKD./S.Q. MKD.	TYPE OF FLAT	FLAT BUILT UP AREA (SQ. FT.)	SERVANT QUARTER'S AREA (SQ. FT.)	DEVELOPER'S FLAT AREA (SQ.FT.)	DEVELOPER'S SERVANT QUARTER'S AREA (SQ. FT.)	
	9TH	B	3BHK	1020	-	1020	-	
		C	3BHK	1020	-	1020	-	
		D	3BHK	1026	-	1026	-	
		E	3BHK	1111	-	1111	-	
		F	3BHK	1220	120	1220	120	
		G	2BHK	681	-	681	-	
	10TH	E	3BHK	1111	-	1111	-	
		F	3BHK	1220	120	1220	120	
		G	2BHK	681	-	681	-	
		TOTAL			1404	42595	1404	
	<b>GRAND TOTAL</b>					<b>2594</b>	<b>84648</b>	<b>2594</b>

Types of Parking	Sl No. of Parking	Total No. of Parking	Developer's Share	Developer's Parking Position Number
Dependent Cover	2, 3, 5, 6, 7, 8, 9, 10, 14, 15, 18, 17, 19, 16, 20, 21, 22, 23, 26, 27, 32, 33, 41, 42, 43, 44, 48, 49, 51, 54, 52, 53, 54, 55, 56, 57, 58, 57	30	23	5, 9, 10, 24, 27, 32, 33, 41, 42, 43, 44, 48, 49, 51, 54, 52, 54, 55, 56, 56, 57, 57
Independent Cover	1, 4, 11, 12, 13, 24, 25, 28, 29, 30, 31, 34, 35, 36, 37, 38, 39, 40, 45, 46, 47, 55, 59, 61, 62, 63, 64, 65, 66, 70	32	20	24, 25, 31, 34, 25, 30, 45, 46, 47, 58, 59, 61, 62, 63, 65, 64, 65, 70, 69
Open Dependent Parking	11, 16, 27, 34, 35, 37, 72, 73, 36, 61, 62, 33, 54, 65, 66, 67	16	10	47, 48, 70, 71, 72, 73, 31, 61, 66, 67, 7, 8, 10, 11, 72, 13, 14, 15, 16, 17, 18, 19, 21, 21, 22, 31, 32, 33, 34, 35, 36, 37, 38, 39, 41, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 51, 52, 57, 63, 66, 70, 71, 72, 73, 50, 73, 75, 76, 81
Open Independent Parking	Exclude Open Dependent Parking	31	15	8, 12, 20
MUDP		23		
		197	118	

*Handwritten signature and initials*

# LANDOWNERS' ENTITLEMENT (Seventh Schedule)

BLOCK NO.	FLOOR MKD.	COVERED PARKING AREA (SQ.FT.)	FLAT MKD./S.Q. MKD.	TYPE OF FLAT	FLAT BUILT UP AREA (SQ. FT.)	SERVANT QUARTER'S AREA (SQ. FT.)	OWNER'S FLAT AREA (SQ.FT.)	OWNER'S SERVANT QUARTER'S AREA (SQ. FT.)	
TOTAL	GROUND	23774	UTILITY-1	-	-	65	To be mutually decided later.		
			UTILITY-2	-	-	83			
			UTILITY-3	-	-	88			
			UTILITY-4	-	-	84			
			UTILITY-5	-	-	65			
			UTILITY-6	-	-	83			
			UTILITY-7	-	-	88			
			UTILITY-8	-	-	84			
	TOTAL	23774							
TOWER-1	1st		C	3BHK	1020	-	1020	-	
			D	3BHK	1026	-	1026	-	
			E	3BHK	1111	94	1111	94	
	3RD		A	3BHK	1111	94	1111	94	
			C	3BHK	1020	-	1020	-	
			D	3BHK	1026	-	1026	-	
			E	3BHK	1111	-	1111	-	
			F	3BHK	1220	120	1220	120	
			G	2BHK	681	-	681	-	
	5TH		A	3BHK	1111	94	-	94	
			B	3BHK	1020	-	1020	-	
			D	3BHK	1026	-	1026	-	
			E	3BHK	1111	-	1111	-	
			F	3BHK	1220	120	1220	120	
	7TH		A	3BHK	1111	94	1111	94	
			B	3BHK	1020	-	1020	-	
			C	3BHK	1020	-	1020	-	
			F	3BHK	1220	120	1220	120	
			G	2BHK	681	-	681	-	
	9TH		A	3BHK	1111	94	1111	94	
			B	3BHK	1020	-	1020	-	
			E	3BHK	1111	-	1111	-	
			F	3BHK	1220	120	1220	-	
			G	2BHK	681	-	681	-	
	10TH		D	3BHK	1026	-	1026	-	
		TOTAL				950	25605	830	
		2ND		B	3BHK	1020	-	1020	-
				C	3BHK	1020	-	1020	-
D				3BHK	1026	-	1026	-	
F				3BHK	1220	120	1220	120	
G				2BHK	681	-	681	-	
	4TH		A	3BHK	1111	94	1111	94	
			C	3BHK	1020	-	1020	-	
			D	3BHK	1026	-	1026	-	

*Handwritten signature*  
A4

TOWER - 2

		E	3BHK	1111	-	1111	-	
		F	3BHK	1220	120	1220	120	
6TH		A	3BHK	1111	94	1111	94	
		B	3BHK	1020	-	1020	-	
		D	3BHK	1026	-	1026	-	
		E	3BHK	1111	-	1111	-	
		F	3BHK	1220	-	1220	-	
8TH		A	3BHK	1111	94	1111	94	
		B	3BHK	1020	-	1020	-	
		C	3BHK	1020	-	1020	-	
		E	3BHK	1111	-	1111	-	
		F	3BHK	1220	120	1220	120	
		G	2BHK	681	-	681	-	
10TH		A	3BHK	1111	94	1111	94	
		B	3BHK	1020	-	1020	-	
		C	3BHK	1020	-	1020	-	
		D	3BHK	1026	-	1026	-	
	<b>TOTAL</b>				<b>736</b>	<b>26283</b>	<b>736</b>	
<b>GRAND TOTAL</b>					<b>23774</b>	<b>1586</b>	<b>51888</b>	<b>1566</b>

Type of Parking	Sr. No. of Parking	Total No. of Parking	Owner's Share	Owner's Parking Portion Number
Department Cover	2, 3, 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 21, 22, 23, 26, 27, 30, 33, 41, 42, 43, 44, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59	38	10	2, 3, 5, 7, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23
Independent Cover	1, 4, 11, 12, 13, 24, 25, 26, 28, 31, 34, 35, 36, 37, 38, 39, 40, 45, 47, 49, 50, 53, 55, 59	32	12	1, 4, 11, 12, 13, 24, 25, 26, 27, 31, 34, 35, 36, 37, 38, 39, 40
Open/Dependent Parking	7, 16, 27, 42, 70, 71, 72, 73, 75, 81, 82, 85, 86, 87, 88, 97	16	6	7, 16, 27, 42, 70, 71, 72, 73, 75, 81, 82, 85, 86, 87, 88, 97
Open Independent Parking	Except Open/Dependent Parking	01	3	6, 7, 16, 27, 42, 70, 71, 72, 73, 75, 81, 82, 85, 86, 87, 88, 97
M.C.P.		00	7	1, 2, 7
		87	36	

*Chandrasekhar*  
*1/2/2*

IN WITNESS WHERE OF both Parties named above signed and executed this **DEED OF DEVELOPMENT AGREEMENT** on this 08<sup>th</sup> the day of September, 2025.

**WITNESSES :**

1. Manoj Kumar Agarwal  
S/o Late Raj Kumar Agarwal  
Shrisitimayur, Asansol, P.O. - Ramkri  
Shanar mansion, W.B. - 713305

1. Subeeti Banerjee

2. Sukla Chakraborty

3. Bilika Chakraborty

4. Mouli Mukherjee

Signature of the "OWNERS"/"FIRST PARTY"

ODEUM PROPERTIES LLP

Charda Agarwal  
DESIGNATED PARTNER

ODEUM PROPERTIES LLP

Md. Helimuddin  
DESIGNATED PARTNER

Signature of the "DEVELOPER"/"SECOND PARTY"

2. Ranish Chakraborty,  
S/o. Sri Bisindra Nath  
Chakraborty,  
Rd. - Vill. & P.O. - Chh. K. Dighai,  
P. S. - Hingra,  
Dist. - Paschim Medinipur,  
Pin. - 751326,

Prepared by me as per instruction of the Parties and readover and explained the content to the Parties & printed in my office.

Ayan Ranjan Mukherjee  
(Ayan Ranjan Mukherjee)  
Advocate, Asansol Court.  
Enrolment No. WB/1072/2009.

A Sheet containing the finger prints of both hands of the Parties herein along with their self attested photograph is attached with this Deed is to be treated as part of this Deed.

Chakraborty  
Ad

Left Hand

Thumb



Right Hand


Thumb



Littlefinger to forefinger



Forefinger to Littlefinger




Finger Print attested by me: *Supriya Banerjee*




Left Hand

Thumb




Right Hand


Thumb



Littlefinger to forefinger



Forefinger to Littlefinger




Finger Print attested by me: *Sukla Chakraborty*




Left Hand

Thumb




Right Hand


Thumb



Littlefinger to forefinger



Forefinger to Littlefinger

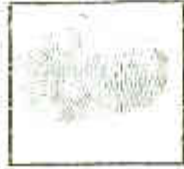


Finger Print attested by me: *Bithika Chakraborty*




Left Hand

Thumb




Right Hand


Thumb



Littlefinger to forefinger

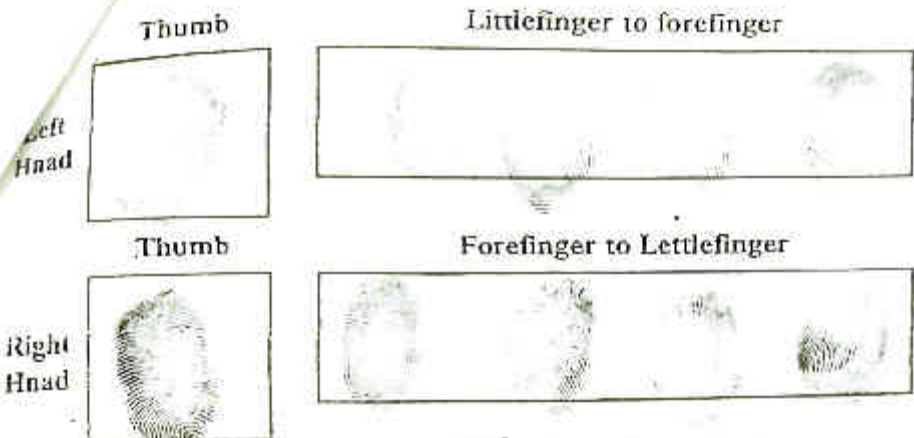


Forefinger to Littlefinger

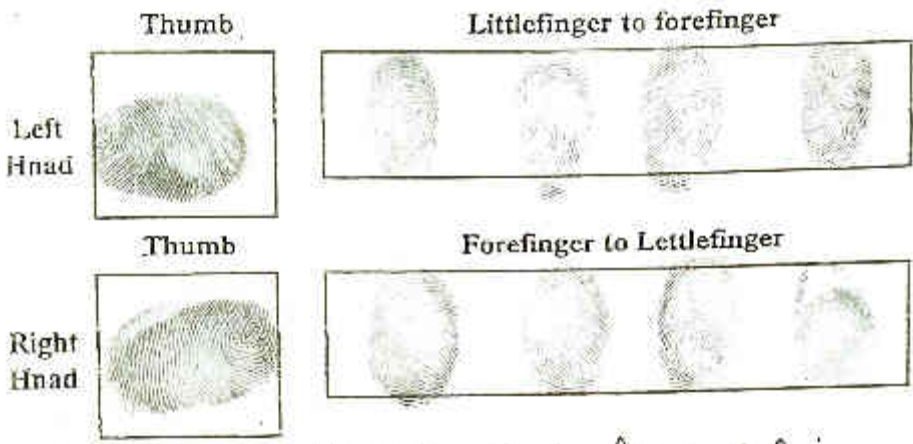


Finger Print attested by me: *Mouli Mukherjee*

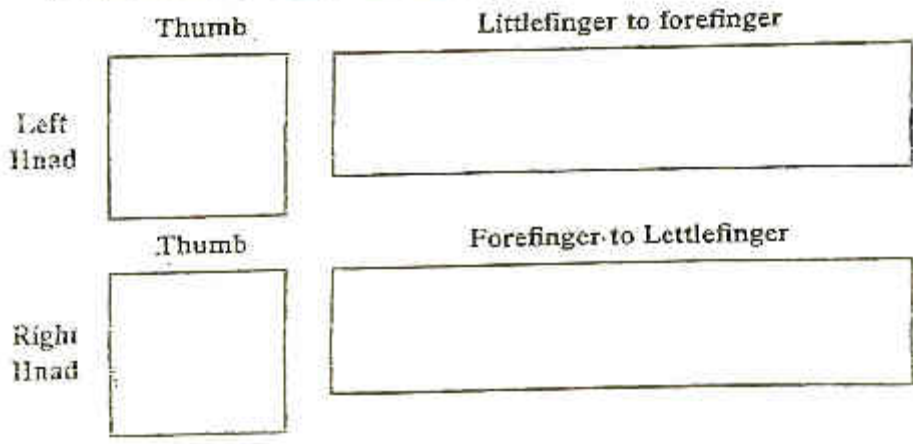




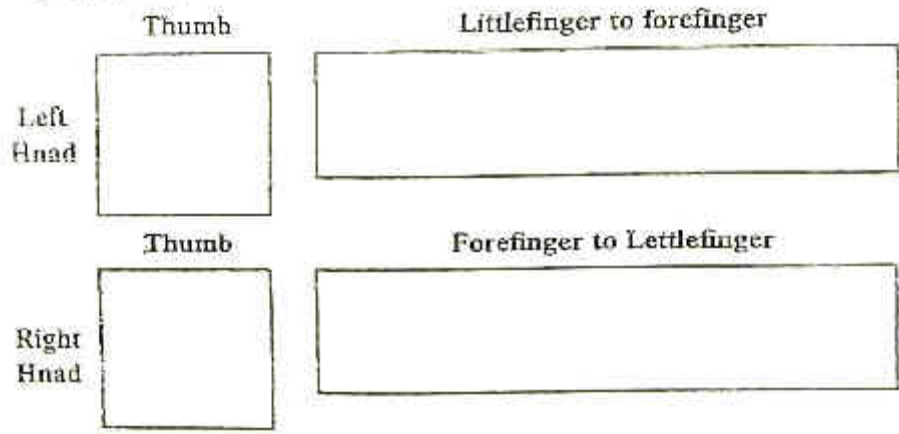
Finger Print attested by me: *Chaudan Agarwal*



Finger Print attested by me: *N. S. Velimuldu*



Finger Print attested by me:



Finger Print attested by me:



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



192025260255843908

GRN Details

GRN:	192025260255843908	Payment Mode:	SBI Epay
GRN Date:	08/09/2025 13:41:22	Bank/Gateway:	SBIPay Payment Gateway
BRN :	3356561896955	BRN Date:	08/09/2025 13:41:56
Gateway Ref ID:	252517348175	Method:	HDFC Bank - Retail NB
GRIPS Payment ID:	080920252025584389	Payment Init. Date:	08/09/2025 13:41:22
Payment Status:	Successful	Payment Ref. No:	2002531295/2/2025

[Query No\*/Query Year]

Depositor Details

Depositor's Name: Mr Odeum Properties LLP  
Address: G T Road, Beside A G Church School, Asansol-713304  
Mobile: 9647074140  
Period From (dd/mm/yyyy): 08/09/2025  
Period To (dd/mm/yyyy): 08/09/2025  
Payment Ref ID: 2002531295/2/2025  
Dept Ref ID/DRN: 2002531295/2/2025

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002531295/2/2025	Property Registration- Stamp duty	0030-02-103-003-02	70011
2	2002531295/2/2025	Property Registration- Registration Fees	0030-03-104-001-16	500400
			<b>Total</b>	<b>570411</b>

IN WORDS: FIVE LAKH SEVENTY THOUSAND FOUR HUNDRED ELEVEN ONLY.



## DETAILS OF IDENTIFIER WITH PHOTO

(শনাক্তকারীর সচিত্র বিবরণ)

1. NAME (নাম) ..... Manoj Kumar Agarwal .....
2. FATHER / HUSBAND NAME  
(পিতা / স্বামীর নাম) ..... Late Raj Kumar Agarwal .....
3. OCCUPATION (পেশা) ..... Business .....
4. PERMANENT ADDRESS (স্থায়ী ঠিকানা) .....
- VILLAGE / TOWN (গ্রাম) ..... Barnal .....
- POST OFFICE (পোস্ট অফিস) ..... Ram Krishna Mission .....
- POLICE STATION (থানা) ..... Barnal ..... PIN ..... 713305 .....
- DISTRICT (জেলা) ..... PASCHIM BARDHAMAN ..... STATE (রাজ্য) ..... WEST BENGAL .....
5. RELATIONSHIP WITH SELLER / BUYER (দলিলের বিক্রেতা / দাতাগণের সহিত সম্পর্ক) ..... himself .....
6. AADHAR NO. .... 3072 6936 4689 .....
- PAN .....
- EPIC NO. ....

আমি (শনাক্তকারী) ..... অত্র দলিলের (Query No.)

..... বিক্রেতা / দাতা গণকে শনাক্ত করিলাম।

I, Manoj Kumar Agarwal as identifier identifying the executants of the concerned deed  
(Query No.) ..... 20025 3189 5/2025 .....

ছবি সহ দশ আঙ্গুলের টিপ ছাপ

LEFT HAND						
RIGHT HAND						

Manoj Kumar Agarwal  
Identifier Signature  
(শনাক্তকারীর স্বাক্ষর)

### Major Information of the Deed

Deed No :	I-2305-07236/2025	Date of Registration	08/09/2025
Query No / Year	2305-2002531295/2025	Office where deed is registered	
Query Date	07/09/2025 8:11:55 PM	A.D.S.R. ASANSOL, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	Ayan Ranjan Mukherjee Vill.- Chhotodighari, Thana : Asansol, District : Paschim Bardhaman, WEST BENGAL, PIN - 713326, Mobile No. : 9647074140, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 5,00,00,000/-]		
Set Forth value	Market Value		
	Rs. 8,16,96,724/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,011/- (Article:48(g))	Rs. 5,00,400/- (Article:E, E. B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :



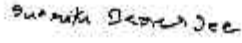


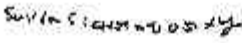
District: Paschim Bardhaman, P.S.- Asansol, Municipality: ASANSOL MC, Road: Surya Sen Park Road, Mouza: Narsamuda, JI No: 9, Pin Code : 713304



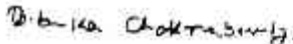


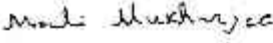
Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1049 (RS :-1746)	LR-2971	Bastu	Bastu	0.4375 Acre		2,04,16,681/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L2	LR-1049 (RS :-1746)	LR-2961	Bastu	Bastu	0.4375 Acre		2,04,16,681/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L3	LR-1049 (RS :-1746)	LR-2970	Bastu	Bastu	0.4375 Acre		2,04,16,681/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L4	LR-1049 (RS :-1746)	LR-2962	Bastu	Bastu	0.4375 Acre		2,04,16,681/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
		<b>TOTAL :</b>				<b>175Dec</b>	<b>0 /-</b>	<b>816,66,724 /-</b>
		<b>Grand Total :</b>				<b>175Dec</b>	<b>0 /-</b>	<b>816,66,724 /-</b>

**Structure Details :**

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3, L4	100 Sq Ft.	0/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tin Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>100 sq ft</b>	<b>0 /-</b>	<b>30,000 /-</b>	

**Land Lord Details :**










Sl No	Name, Address, Photo, Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	<b>Smt Supriti Banerjee</b> Wife of Shri Chandranath Bandyopadhyay Executed by: Self, Date of Execution: 08/09/2025 , Admitted by: Self, Date of Admission: 08/09/2025 ,Place : Office	 08/09/2025	 LTI 08/09/2025 Captured	 08/09/2025
Laldighi Para, Suri, City:- Not Specified, P.O:- Suri, P.S:-Suri, District:-Birbhum, West Bengal, India, PIN:- 731101 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India Date of Birth: XX-XX-1XX5 , PAN No.:: ARxxxxxx3B, Aadhaar No Not Provided by UIDAI, Status : Individual, Executed by: Self, Date of Execution: 08/09/2025 , Admitted by: Self, Date of Admission: 08/09/2025 ,Place : Office				
2	<b>Smt Sukla Chakraborty</b> Daughter of Late Magaram Chakraborty Executed by: Self, Date of Execution: 08/09/2025 , Admitted by: Self, Date of Admission: 08/09/2025 ,Place : Office	 08/09/2025	 LTI 08/09/2025 Captured	 08/09/2025
Kalitala Para, Debpur, City:- Not Specified, P.O:- Memari, P.S:-Memari, District:-Purba Bardhaman, West Bengal, India, PIN:- 713146 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India Date of Birth: XX-XX-1XX6 , PAN No.:: ALxxxxxx6L, Aadhaar No Not Provided by UIDAI, Status : Individual, Executed by: Self, Date of Execution: 08/09/2025 , Admitted by: Self, Date of Admission: 08/09/2025 ,Place : Office				

3	Name	Photo	Finger Print	Signature
	<b>Smt Bithika Chakraborty (Presentant)</b> Daughter of Shri Shankar Chakraborty Executed by: Self, Date of Execution: 08/09/2025 , Admitted by: Self, Date of Admission: 08/09/2025 ,Place : Office		 Captured LTI 08/09/2025	 08/09/2025
Kalitala Para, Debipur, City:- Not Specified, P.O:- Memari, P.S:-Memari, District:-Purba Bardhaman, West Bengal, India, PIN:- 713146 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India Date of Birth:XX-XX-1XX6 , PAN No.:: BExxxxxx3C,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 08/09/2025 , Admitted by: Self, Date of Admission: 08/09/2025 ,Place : Office				
4	Name	Photo	Finger Print	Signature
	<b>Smt Mouli Mukherjee</b> Daughter of Shri Kalidas Mukherjee Executed by: Self, Date of Execution: 08/09/2025 , Admitted by: Self, Date of Admission: 08/09/2025 ,Place : Office		 Captured LTI 08/09/2025	 08/09/2025
Balljuri, City:- Not Specified, P.O:- Laudoha, P.S:-Faridpur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713385 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India Date of Birth:XX-XX-1XX4 , PAN No.:: AXxxxxxx3P,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 08/09/2025 , Admitted by: Self, Date of Admission: 08/09/2025 ,Place : Office				



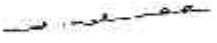
**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>ODEUM PROPERTIES LLP</b> 378/51, Brij Bihari Residency, Ground Floor, City:- Asansol, P.O:- Asansol, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713304 Date of Incorporation:XX-XX-2XX4 , PAN No.:: AAxxxxxx3A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative




**Representative Details :**

Sl 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> <b>Shri Chandan Kumar Agarwal</b>            Son of Nirmal Kumar Agarwal            Date of Execution - 08/09/2025, , Admitted by: Self, Date of Admission: 08/09/2025, Place of Admission of Execution: Office         </td> <td></td> <td>             Captured            LTI            08/09/2025         </td> <td>             08/09/2025         </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	<b>Shri Chandan Kumar Agarwal</b> Son of Nirmal Kumar Agarwal Date of Execution - 08/09/2025, , Admitted by: Self, Date of Admission: 08/09/2025, Place of Admission of Execution: Office		 Captured LTI 08/09/2025	 08/09/2025
Name	Photo	Finger Print	Signature						
<b>Shri Chandan Kumar Agarwal</b> Son of Nirmal Kumar Agarwal Date of Execution - 08/09/2025, , Admitted by: Self, Date of Admission: 08/09/2025, Place of Admission of Execution: Office		 Captured LTI 08/09/2025	 08/09/2025						

Amba Complex, 2nd. Floor, City:- Asansol, P.O:- Asansol, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713301, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX6 , PAN No.:: AHxxxxxx1C,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : ODEUM PROPERTIES LLP (as DESIGNATED PARTNER)

2	Name	Photo	Finger Print	Signature
	<b>Md Kalimuddin</b> Son of Mohammad Moinuddin Date of Execution - 08/09/2025, , Admitted by: Self, Date of Admission: 08/09/2025, Place of Admission of Execution: Office	 <small>Sep 8 2025 4:19PM</small>	 Captured <small>LTI 08/09/2025</small>	 <small>08/09/2025</small>
Hazi Nagar, Pailper, City:- Asansol, P.O:- Asansol, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713302, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX1 , PAN No.:: APxxxxxx3F,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : ODEUM PROPERTIES LLP (as DESIGNATED PARTNERS)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Shri Manoj Kumar Agarwal</b> Son of Late Raj Kumar Agarwal Shrislinagar, City:- Asansol, P.O:- Ramkrishna Mission, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713305	 <small>08/09/2025</small>	 Captured <small>08/09/2025</small>	 <small>08/09/2025</small>
Identifier Of Smt Supriti Banerjee, Smt Sukla Chakraborty, Smt Bithika Chakraborty, Smt Mouli Mukherjee, Shri Chandan Kumar Agarwal, Md Kalimuddin			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Smt Supriti Banerjee	ODEUM PROPERTIES LLP-0.4375 Acre
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Smt Sukla Chakraborty	ODEUM PROPERTIES LLP-0.4375 Acre
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Smt Bithika Chakraborty	ODEUM PROPERTIES LLP-0.4375 Acre
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Smt Mouli Mukherjee	ODEUM PROPERTIES LLP-0.4375 Acre
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Smt Supriti Banerjee	ODEUM PROPERTIES LLP-25.00000000 Sq Ft
2	Smt Sukla Chakraborty	ODEUM PROPERTIES LLP-25.00000000 Sq Ft
3	Smt Bithika Chakraborty	ODEUM PROPERTIES LLP-25.00000000 Sq Ft
4	Smt Mouli Mukherjee	ODEUM PROPERTIES LLP-25.00000000 Sq Ft

### Land Details as per Land Record

District: Paschim Bardhaman, P.S:- Asansol, Municipality: ASANSOL MC, Road: Surya Sen Park Road, Mouza: Narsamuda, JI No: 9, Pin Code : 713304

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1049, LR Khatian No:- 2971	Owner:সুপ্রীতি বানার্জী, Gurdian:চেলম , Address:বিল , Classification:বস, Area:0.43750000 Acre,	Smt Supriti Banerjee
L2	LR Plot No:- 1049, LR Khatian No:- 2961	Owner:সুলা চক্রবর্তী, Gurdian:সংসারম চক্রবর্তী, Address:কালীজনা গড়া,লেবীপুর গাওঁ ও বন (সমসী:৭১৩১৪৬ পূর্ব বর্ধমান, Classification:বস, Area:0.43750000 Acre,	Smt Sukla Chakraborty
L3	LR Plot No:- 1049, LR Khatian No:- 2970	Owner:বীথিকা চক্রবর্তী, Gurdian:বস , Address:বিল , Classification:বস, Area:0.43750000 Acre,	Smt Bithika Chakraborty
L4	LR Plot No:- 1049, LR Khatian No:- 2962	Owner:মৌলী মুখার্জী, Gurdian:কপিনাস মুখার্জী, Address:আশিকুড়ী,নাজিরাহা কালীগঞ্জ ৭১৩৩৩৫, Classification:বস, Area:0.43750000 Acre,	Smt Mouli Mukherjee

**Endorsement For Deed Number : I - 230507236 / 2025**

**On 08-09-2025**

**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 15:01 hrs on 08-09-2025, at the Office of the A.D.S.R. ASANSOL by Smt. Bithika Chakraborty . one of the Executants.

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 8,16,96,724/-

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

Execution is admitted on 08/09/2025 by 1. Smt Supriti Banerjee, Wife of Shri Chandranath Bandyopadhyay, Laldighi Para, Suri, P.O: Suri, Thana: Suri, , Birbhum, WEST BENGAL, India, PIN - 731101, by caste Hindu, by Profession Others, 2. Smt Sukla Chakraborty, Daughter of Late Magaram Chakraborty, Kalitala Para, Debipur, P.O: Memari, Thana: Memari, , Purba Bardhaman, WEST BENGAL, India, PIN - 713146, by caste Hindu, by Profession Others, 3. Smt Bithika Chakraborty, Daughter of Shri Shankar Chakraborty, Kalitala Para, Debipur, P.O: Memari, Thana: Memari, , Purba Bardhaman, WEST BENGAL, India, PIN - 713146, by caste Hindu, by Profession Others, 4. Smt Mouli Mukherjee, Daughter of Shri Kaldas Mukherjee, Balijuri, P.O: Laudoha, Thana: Faridpur, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713385, by caste Hindu, by Profession Others

Identified by Shri Manoj Kumar Agarwal, , Son of Late Raj Kumar Agarwal, Shristinagar, P.O: Ramkrishna Mission, Thana: Asansol, , City/Town: ASANSOL, Paschim Bardhaman, WEST BENGAL, India, PIN - 713305, by caste Hindu, by profession Business

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

Execution is admitted on 08-09-2025 by Md Kaimuddin, DESIGNATED PARTNERS, ODEUM PROPERTIES LLP (LLP), 378/51, Brij Bihari Residency, Ground Floor, City:- Asansol, P.O:- Asansol, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713304

Identified by Shri Manoj Kumar Agarwal, , Son of Late Raj Kumar Agarwal, Shristinagar, P.O: Ramkrishna Mission, Thana: Asansol, , City/Town: ASANSOL, Paschim Bardhaman, WEST BENGAL, India, PIN - 713305, by caste Hindu, by profession Business

Execution is admitted on 08-09-2025 by Shri Chandan Kumar Agarwal, DESIGNATED PARTNER, ODEUM PROPERTIES LLP (LLP), 378/51, Brij Bihari Residency, Ground Floor, City:- Asansol, P.O:- Asansol, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713304

Identified by Shri Manoj Kumar Agarwal, , Son of Late Raj Kumar Agarwal, Shristinagar, P.O: Ramkrishna Mission, Thana: Asansol, , City/Town: ASANSOL, Paschim Bardhaman, WEST BENGAL, India, PIN - 713305, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 5,00,400.00/- ( B = Rs 5,00,000.00/- ,E = Rs 400.00/- ) and Registration Fees paid by , by Cash Rs 0.00/-, by online = Rs 5,00,400/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/09/2025 1:41PM with Govt. Ref. No: 192025260255843908 on 08-09-2025, Amount Rs: 5,00,400/-, Bank: SBI EPay ( SBlePay), Ref. No. 3356561896955 on 08-09-2025, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,011/- and Stamp Duty paid by . by Stamp Rs 5,000.00/-, by online = Rs 70,011/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 283, Amount: Rs.5,000.00/-, Date of Purchase: 08/09/2025, Vendor name: B DAWN

2. Stamp: Type: Court Fees, Amount: Rs. 10.00/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/09/2025 1:41PM with Govt. Ref. No: 192025260255843908 on 08-09-2025, Amount Rs: 70,011/-, Bank: SBI EPay ( SBlePay), Ref. No. 3356561896955 on 08-09-2025, Head of Account 0030-02-103-003-02



**Manoj Kumar Mandal**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. ASANSOL**  
**Paschim Bardhaman, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 2305-2025, Page from 199454 to 199504  
being No 230507236 for the year 2025.



Digitally signed by MANOJ KUMAR MANDAL  
Date: 2025.09.11 17:23:45 +05:30  
Reason: Digital Signing of Deed.

(Manoj Kumar Mandal) 11/09/2025  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. ASANSOL  
West Bengal.