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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

P 578450

F 878450

Certified that this document is admitted to registration. The signature sheet and the endorsement sheets attached here with are the parts of this document.

*Subin Kumar Sam*

Registrar U/S 7 (2)  
of Registration Act  
1908 Paschim Medinipur

13 OCT 2020

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the <sup>12<sup>th</sup></sup> day of Oct....., 2020;

BETWEEN

(1) SRI SANJAY BHATTACHARYA son of Late Anadi Prasad Bhattacharjee @ Anadi Prasad Bhattacharya, by faith-Hindu, by Nationality-Indian, by Occupation-Retired Employee, a permanent resident of Inda, Vidyasagarpur, P.O: Inda, P.S: Kharagpur (Town), District: Paschim Medinipur, Pin: 721305, Kharagpur Municipal Ward No.2, at present residing at Gomti

CITYSHY CONSTRUCTION PRIVATE LIMITED  
*Shishir*  
DIRECTOR

CITYSHY CONSTRUCTION PRIVATE LIMITED  
*Soumitra*  
DIRECTOR

*Bhattacharya*

*S. Bhattacharya*

*Bhattacharya*

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12/10/2020  
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V.C. 192/20



CHS, F-2/2/3, Sector-08 B, Near St. Josheph Church, CBD Belapur, Navi Mumbai, Konkan Bhavan, Thane, Maharashtra, Pin: 400614, **PAN Card No: ADOPB7086L, Aadhaar No: 7673 9274 0106, (2) SRI CHANCHAL BHATACHARYA** Son of Late Anadi Prasad Bhattacharjee @ Anadi Prasad Bhattacharya, by faith-Hindu, by Nationality-Indian, by Occupation-Retired Employee, a permanent resident of Inda, Vidyasagarpur, P.O:Inda, P.S: Kharagpur (Town), District: Paschim Medinipur, Pin: 721305, Kharagpur Municipal Ward No:2, at present residing at 9/11, First Floor, Subhas Nagar, Subhas Nagar West, P.O:Tagore Garden, Sub-District: Rajouri Garden, District: West Delhi, State: Delhi, Pin:110027, **PAN Card No: AFPPB4567F, Aadhaar No: 9870 8014 5646, (3) SRI DEBA PRASAD BHATACHARJEE** Son of Late Anadi Prasad Bhattacharjee @ Anadi Prasad Bhattacharya, by faith-Hindu, by Nationality-Indian, by Occupation-Retired Employee, a permanent resident of Inda, Vidyasagarpur, P.O: Inda, P.S: Kharagpur (Town), District: Paschim Medinipur, Pin: 721305, Kharagpur Municipal Ward No:2, at present residing at 11-20-47/204 Badam Saroor Nagar Apartments, Huda Complex, Near Ramalayam Temple, Kothapet, Saroornagar, Rangareddi, Andhra Pradesh, Pin: 500035, **PAN Card No: ADGPB4482N, Aadhaar No: 8586 0578 8388**, hereinafter referred to as 'OWNERS' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives, nominees and assigns) hereinafter referred to as the "PARTY" of the **FIRST PART**.

CITYSKY CONSTRUCTION PRIVATE LIMITED

Suresh M. Chatterjee  
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED

Suresh M. Chatterjee  
DIRECTOR

Bhattacharya

Bhattacharya

Bhattacharya



- AND -

**CITYSKY CONSTRUCTION PRIVATE LIMITED**, A Company incorporated under the Companies Registration Act having its registered office situated at C/O: Sarbari Sarkar, Chittaranjan Enclav, F/No:-1C, Panchberia, P.O:Inda, P.S:Kharagpur (Town), District: Paschim Medinipur, Pin: 721305, West Bengal, **CIN No:U45202WB2020PTC236064, PAN No: AAICC5951D**, Duly represented by its Directors, (1)**SRI SANDEEP CHATTERJEE** Son of Swapan Chatterjee, resident of Chittaranjan Enclave, Flat No:1/F, Panchberia, Post Office:Inda, Police Station: Kharagpur (Town), District: Paschim Medinipur, Pin: 721305, by faith-Hindu, by Nationality-Indian, by Occupation-Business, **PAN No: AQBPC7653E, Aadhaar No:5241 1610 0070**, (2)**SRI ABHISHEK KHANDEKAR** Son of Ashok Kumar Khandekar, resident of Chittaranjan Enclave, Flat No:4/E, Panchberia, Post Office:Inda, Police Station: Kharagpur(Town), District: Paschim Medinipur, Pin: 721305, by faith-Hindu, by Nationality-Indian, by Occupation-Business, **PAN No: BXYPK6669K, Aadhaar No:6748 4766 8602**, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successor/successors in interest, legal representatives and/or assigns) of the **SECOND PART**.

WHEREAS the Owners are the exclusive owners of a Plot of land measuring 11.5 Decimals in District: Paschim Medinipur, P.O:Kharagpur, P.S:Kharagpur, S.R.O: Kharagpur, Mouza: Inda, Mahalla: Inda, Touji No:1254,

CITYSKY CONSTRUCTION PRIVATE LIMITED  
  
 DIRECTOR

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 DIRECTOR

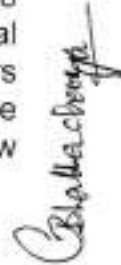
*Chatterjee*

*Khandekar*

*Chatterjee*

J.L.No:232, R.S. Khatian No.943,R.S. Plot No.61, measuring-8.5 decimals and in the same schedule R.S. Khatian No.939, R.S. Plot No.47, measuring-3 decimals, now being in L.R. Plot No: 394, L.R. Khatian No. 11116, measuring-2.87 decimals, in L.R. Plot No: 394, L.R. Khatian No.11117, measuring-2.87 decimals, in L.R. Plot No: 394, L.R. Khatian No.11118, measuring-2.88 decimals, in L.R. Plot No: 394, L.R. Khatian No.11119, measuring-2.88 decimals, total area-11.5 decimals, Kharagpur Municipal Ward No.2, Holding No.342/323, I/d No:3045, and a 50 years old house constructed thereupon measuring-1,000 square feet, classified as-Bastu, hereinafter referred to as the below scheduled property.

WHEREAS 9.5 decimals of land in the below scheduled property in R.S.Plot No.61, measuring-8.5 decimals of land belonged to Asraf Ali Khan son of Late Abdul Gani Khan, a resident of Panchberia, Pargana: Kharagpur, Police Station: Kharagpur, Sub-Registry Office: Kharagpur, District: Midnapore then now Paschim Medinipur who has been exercising right, title, interest and possession over the said 9.5 decimals of land in R.S. Plot No.61, R.S. Khatian No.943 and while in exercise of such right, title, interest and possession sold, transferred and conveyed the entire 9.5 decimals of land in R.S. Plot No.61, R.S. Khatian No. 943 to Sri Krishna Chandra Jar son of Late Haripada Jar, a permanent resident of Raghunathbari, P.O. Raghunathbari, P.S: Panskura, Sub-Registry Office: Panskura, District: Midnapore then now Purba Medinipur, residing at Panchberia, Rabindrapally, P.O: Kharagpur, Police Station: Kharagpur, Sub-Registry Office: Kharagpur, District: Paschim Medinipur by way of a Deed of Sale executed and registered in the Office of the Joint Sub-Registrar, Midnapore at Kharagpur on the 10<sup>th</sup> day of May, 1956 and duly entered in Book No.1, Volume No:28, Page No:233-236 being Deed





*Sunder M. Chatterjee**Abhishek*

No:1830 for the year 1955 and ever since the said Deed of Sale executed and registered in favour of Krishna Chandra Jar, he had been exercising right, title, interest and possession over the entire 9.5 decimals of land in R.S. Plot No.61, R.S.Khatian No.943. WHEREAS 3.5 decimals of land in R.S. Khatian No.939, R.S. Plot No:47 originally belonged to (1) Taj Ali Khan, (2) Raj Ali Khan, (3) Samsu Ali Khan, (4) Maimut Khan all sons of Late Musaheb Khan all residing at Panchberia, P.O: Kharagpur, P.S: Kharagpur (Town), District: Paschim Medinipur who sold, transferred and conveyed 3.5 decimals of land in R.S. Khatian No.939, R.S. Plot No.47 to Sri Krishna Chandra Jar son of Late Haripada Jar by way of a Deed of Sale executed and registered in the Office of Joint Sub-Registrar, Midnapore at Kharagpur on the 10<sup>th</sup> day of May, 1966 and duly entered in Book No.1, Volume No.29, Page No: 157 – 161 being Deed No:1831 for the year 1966 and thus by way of the said two Deeds of Sale executed and registered in favour of Sri Krishna Chandra Jar, he became the exclusive owner of 9.5 decimals of land in R.S. Khatian No.943, R.S. Plot No:61, and 3.5 decimals of land in R.S. Khatian No. 939, R.S. Plot No.47, total area measuring-13 decimals of land and has been exercising right, title, interest and possession over the said property and while in exercise of such right, title, interest and possession Krishna Chandra Jar sold, transferred and conveyed 8.5 decimals of land in R.S. Khatian No.943, R.S. Plot No.61 and 3 decimals of land in R.S. Khatian No.939, R.S. Plot No.47, total area measuring- 11.5 decimals to Anadi Prasad Bhattacharjee @ Anadi Prasad Bhattacharya Son of Late Sirish Chandra Bhattacharjee, then residing in Railway Bunglow No:177, South Side, P.O:Kharagpur, P.S: Kharagpur (Town), District: Paschim Medinipur by way of registered Deed of Sale executed and registered in his favour on the 28<sup>th</sup> day of February, 1979 and duly entered in Book No:1, Volume No:70, Page No:256 to 261 being Deed No.635 for the year 1979 and ever since then Anadi Prasad

*C. Bhattacharya**P. Prasad**Abhishek*

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*Sandeep M. Chaturvedi*  
 DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Sandeep M. Chaturvedi*  
 DIRECTOR

Bhattacharjee @ Anadi Prasad Bhattacharya Son of Late Sirish Chandra Bhattacharjee the father of the Owners being the predecessors-in-interest and the father of the present Owners has been exercising exclusive right, title, interest and possession over the below scheduled property and duly got his name recorded in the Records maintained by the Block Land & Land Reforms Officer, Kharagpur-1 and has been paying rent to the State of West Bengal through the Block Land & Land Reforms Officer and while in exercise of such right, title, interest and possession Anadi Prasad Bhattacharjee @ Anadi Prasad Bhattacharya Son of Late Sirish Chandra Bhattacharjee died on the 29<sup>th</sup> day of January, 2002 and his death has been duly recorded by the Registrar of Birth & Death, L.B. Nagar Municipality, R.R. District under the Provisions of the Registration of Birth & Death Act, 1969 vide Regn.No.89, dated: 31/01/2002 leaving behind him his widow wife **SMT. KAMALA BHATTACHARYA @ SMT. KAMALA BHATTACHARJEE** Wife of Late Anadi Prasad Bhattacharjee @ Anadi Prasad Bhattacharya and his sons being the Owners;(1) **SRI SANJAY BHATAACHARYA** son of Late Anadi Prasad Bhattacharjee @ Anadi Prasad Bhattacharya, (2) **SRI CHANCHAL BHATAACHARYA** Son of Late Anadi Prasad Bhattacharjee @ Anadi Prasad Bhattacharya & (3) **SRI DEBA PRASAD BHATAACHARJEE** Son of Late Anadi Prasad Bhattacharjee @ Anadi Prasad Bhattacharya as his surviving legal heirs herein and each of them thus became entitled to 1/4<sup>th</sup> share each in the below scheduled property of the deceased and while in exercise of such right, title, interest and possession the mother of the present owners **SMT. KAMALA BHATTACHARYA** Wife of Late Anadi Prasad Bhattacharjee @ Anadi Prasad Bhattacharya, at present residing at Gomti CHS, F-2/2/3, Sector-08 B, Near St. Josheph Church, CBD Belapur, Navi Mumbai, Konkan Bhavan, Thane, Maharashtra, Pin: 400614, duly got her name recorded in respect of her 1/4<sup>th</sup> share in the properties

*S. Bhattacharya*  
*S. Bhattacharya*

*S. Bhattacharya*

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Sudhakar Chatterjee*  
 DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Bhishak*  
 DIRECTOR

of the deceased in L.R. Plot No:394, L.R. Khatian No:11116, measuring-2.87 decimals and the Owners herein also got their names recorded in respect of their 1/4<sup>th</sup> share in the properties of the deceased, the Owner no:1 duly got his name recorded in L.R. Plot No:394, L.R. Khatian No:11117, measuring-2.87 decimals, the Owner no.2 duly got his name recorded in L.R. Plot No:394, L.R. Khatian No:11118, measuring-2.88 decimals and the Owner no.3 duly got his name recorded in L.R. Plot No:394, L.R. Khatian No:11119 measuring-2.88 decimals and the wife of the deceased Anadi Prasad Bhattacharjee @ Anadi Prasad Bhattacharya being 87(eighty seven years) old and suffering from various old age related physical disabilities and being almost confinement in bed has gifted her 1/4<sup>th</sup> undivided share in the below scheduled property duly recorded in her name in L.R. Plot No:394, L.R. Khatian No.11116, measuring-2.87 decimals of land to her sons being the Owners herein and for the said purpose of gifting duly executed a Power of Attorney favouring her eldest son being the Owner No.1 herein as her constituted attorney to execute a Deed of Gift in favour of her sons being the Owners herein and the said Power of Attorney was duly executed and registered in the Office of Joint Sub-Registrar, Thane-6 at Belapur(Mumbai), Maharashtra on the 24<sup>th</sup> day of June,2020 being Deed No.6-4514-2020 for the year 2020 authorising, constituting, appointing and nominating her son being the Owner No.1 herein as her constituted attorney to execute a Deed of Gift in favour of her sons being the Owner No:1 himself and her other two sons being the Owners no. 2 & 3 and accordingly the Constituted Attorney of Smt. Kamala Bhattacharya being the Owner No:1 herein duly executed a Deed of Gift in favour of himself and the Owners No:2 & 3 all being the Donees in the said Deed of Gift and the said Deed of Gift duly executed and registered in the Office of the District Sub-Registrar-1, Paschim Medinipur executed on the 25<sup>th</sup> day of September,2020 and registered on 28<sup>th</sup> day of September,

*P. Bhattacharya*  
*Bhattacharya*

*Bhattacharya*

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Sudesh Kumar*  
 DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Sudesh Kumar*  
 DIRECTOR

2020 duly entered in Book No:1, Volume No:1002-2020, Page from - 25711 to 25740 being Deed No:100201274 for the year 2020 and by way of the said Deed of Gift the Owners herein being the Donees in the said Deed of Gift became entitled to all the gifted properties being 2.87 decimals of land in L.R. Plot No:394, L.R. Khatian No:11116 and ever since the said Deed of Gift executed and registered in favour of the Owners herein the Owners became entitled to 1/3<sup>rd</sup> each in the below scheduled property and has been paying rent to the State of West Bengal through the Block Land & Land Reforms Officer-1 and while in exercise of such right, title, interest and possession the Owners herein duly sufficiently entitled to all that piece and parcel of land mentioned in the schedule below having the full right and authority to enter into this Development Agreement and hence this Agreement.

- (1) The First Part herein is the absolute **OWNER** of **ALL** **THAT** the piece and parcel of revenue free land measuring 11.5 Decimals in District: Paschim Medinipur, P.O: Kharagpur, P.S:Kharagpur, S.R.O: Kharagpur, Mouza: Inda, Mahalla: Inda, Touji No:1254, J.L. No:232, R.S. Khatian No.943,R.S. Plot No.61, measuring-8.5 decimals and in the same schedule R.S. Khatian No.939, R.S. Plot No.47, measuring-3 decimals, now being in L.R. Plot No: 394, L.R. Khatian No. 11116, measuring-2.87 decimals, in L.R. Plot No: 394, L.R. Khatian No.11117, measuring-2.87 decimals, in L.R. Plot No: 394, L.R. Khatian No.11118, measuring-2.88 decimals, in L.R. Plot No: 394, L.R. Khatian No.11119, measuring-2.88 decimals, total area-11.5 decimals, Kharagpur Municipal Ward No.2, Holding No.342/323, I/d No:3045, classified as-Bastu, hereinafter referred to as the below scheduled property, hereinafter referred to as the said **PROPERTY/**

*CPD/10/2020/1002*

*Sudesh Kumar*

*Sudesh Kumar*



CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Suresh Chetty*  
 DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Abhishek*  
 DIRECTOR

**PREMISES** (morefully described in the First Schedule hereunder written) and sufficiently seized & possessed of the said property free from all encumbrances, charges, liens, lispendence, attachment, trust, whatsoever and howsoever.

- (2) The First part approached the Developer herein to develop the said property and the Developer herein agreed to the same upon constructing a multi storied building thereon.
- (3) The OWNERS further confirmed that except the OWNERS herein there is none to claim in the said Property.
- (4) The First part will satisfy the Developer and /or its representatives regarding his absolute right title interest in the said property.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:**

**ARTICLE - I : REPRESENTATION AND ASSURANCES OF THE OWNER**

1. **BEFORE EXECUTION OF THIS AGREEMENT THE OWNER HAVE REPRESENTED AND ASSURED TO THE DEVELOPER AS FOLLOWS:-**
  - (i) That the said property is free from all encumbrances, charges, liens, lis-pendens, attachments whatsoever or howsoever;
  - (ii) That excepting the present OWNERS nobody has any right, title, interest, claim, demand,

*Suresh Chetty*  
*Abhishek*

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Sudhakar Kulkarni*  
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Shishir*  
DIRECTOR

whatsoever, or howsoever, into or upon the said property;

- (iii) That there is no notice or acquisition or requisition received or pending in respect of the said Property or any portion thereof;
- (iv) The OWNERS also assured that the said property does not fall under the Urban Land (Ceiling & Regulation) Act 1976;
- (v) The OWNERS have declared to the Developer that the OWNERS have a marketable title in respect of the said schedule below land situated thereon without any claim, right, title, interest of any person thereon or therein and the OWNERS have absolute right to enter into this agreement with the Developer and the OWNERS hereby undertake to indemnify and keep the Developer indemnified against any third party's claims actions and demands whatsoever with regard to the title and Ownership of the OWNERS ;
- (vi) There are no tenant/tenants in the said property and the OWNERS are enjoying uninterrupted physical and khas possession of the said property.
- (vii) The OWNERS shall handover the area of the said premises free from all types of encumbrances simultaneously with this Development Agreement.
- (viii) That the OWNERS have not entered into any agreement with any other person or

*Pratibha Chavan*  
*Pratibha Chavan*

*Pratibha Chavan*

person/company or companies in connection with the development/sale/transfer of his right, title, interest in respect of the said property or any portion thereof prior to execution of this Development Agreement.

**ARTICLE - II : REPRESENTATION AND ASSURANCES  
OF THE DEVELOPER**

- 2.1 The Developer has represented that the Developer has prima facie satisfied with regard to the title of the property. The Developer shall cause all necessary searches at its own costs with regard to the marketability of the title of the property and shall cause paper publication. However, the OWNERS hereby undertake to keep the Developer indemnified against all the third party's claims with regard to the title in respect of the said property and further undertake not to create any encumbrances on the premises or on any part thereof.
- 2.2 The Developer has received physical possession of the land lying and situated revenue free land measuring 11.5 Decimals in District: Paschim Medinipur, P.O:Kharagpur, P.S:Kharagpur, S.R.O: Kharagpur, Mouza: Inda, Mahalla: Inda, Touji No:1254, J.L.No:232, R.S. Khatian No.943,R.S. Plot No.61, measuring-8.5 decimals and in the same schedule R.S. Khatian No.939, R.S. Plot No.47, measuring-3 decimals, now being in L.R. Plot No: 394, L.R. Khatian No. 11116, measuring-2.87 decimals, in L.R. Plot No: 394, L.R. Khatian No. 11117, measuring-2.87 decimals, in L.R. Plot No: 394, L.R. Khatian No.11118, measuring-2.88 decimals, in L.R. Plot No: 394, L.R. Khatian No. 11119, measuring-2.88 decimals, total area-11.5 decimals,

Bhishak  
Bhishak

Bhishak

CITYSKY CONSTRUCTION PRIVATE LIMITED  
Sunder M. Gupta  
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
Bhishik  
DIRECTOR

Kharagpur Municipal Ward No.2, Holding No.342/323, I/d No:3045, classified as-Bastu, hereinafter referred to as the below scheduled property, hereinafter referred to as the below scheduled property.

**ARTICLE - III : DEFINITION**

3. In this Agreement unless there be something contrary or repugnant to the subject or context:-
- (i) **ADVOCATE** - shall mean SRI SUROJIT DUTTA, Advocate, Inda-Vidyasagarpur, P.O: Inda, P.S:Kharagpur(Town), District: Paschim Medinipur, Pin: 721305.
- (ii) **ARCHITECT** - shall mean such persons who may be appointed by the Developer for both designing and planning the building on the said land.
- (iii) **ASSOCIATION** - shall mean a society or Association to be promoted and formed by the Developer for maintenance of the said residential building.
- (iv) **PARKING SPACE** - shall mean the covered/ open space in the premises for parking of a medium sized motorcars.
- (v) **PREMISES/PROPERTY** - shall mean land measuring about piece and parcel of revenue free land measuring 11.5 Decimals in District: Paschim Medinipur, P.O:Kharagpur, P.S: Kharagpur, S.R.O:Kharagpur, Mouza: Inda, Mahalla: Inda, Touji No:1254, J.L.No:232, R.S. Khatian No.943,R.S. Plot No.61, measuring-8.5

S. B. Chattopadhyay  
B. Chattopadhyay

S. B. Chattopadhyay

CITYSKY CONSTRUCTION PRIVATE LIMITED  
Sunder V. Century  
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
Sunder V. Century  
DIRECTOR

decimals and in the same schedule R.S. Khatian No.939, R.S. Plot No.47, measuring-3 decimals, now being in L.R. Plot No: 394, L.R. Khatian No. 11116, measuring-2.87 decimals, in L.R. Plot No: 394, L.R. Khatian No.11117, measuring-2.87 decimals, in L.R. Plot No: 394, L.R. Khatian No.11118, measuring-2.88 decimals, in L.R. Plot No: 394, L.R. Khatian No.11119, measuring-2.88 decimals, total area-11.5 decimals, Kharagpur Municipal Ward No.2, Holding No.342/323, I/d No:3045, classified as-Bastu, hereinafter referred to as the below scheduled property, hereinafter referred to as the below scheduled property more fully described in the Schedule hereunder written delineated in the plan or map annexed hereto and border in red thereon.

- (vi) **OWNERS** - shall mean (1) **SRI SANJAY BHATTACHARYA** son of Late Anadi Prasad Bhattacharjee @ Anadi Prasad Bhattacharya, by faith-Hindu, by Nationality-Indian, by Occupation-Retired Employee, a permanent resident of Inda, Vidyasagarpur, P.O: Inda, P.S: Kharagpur (Town), District: Paschim Medinipur, Pin: 721305, Kharagpur Municipal Ward No:2, at present residing at Gomti CHS, F-2/2/3, Sector-08 B, Near St. Josheph Church, CBD Belapur, Navi Mumbai, Konkan Bhavan, Thane, Maharashtra, Pin: 400614, **PAN Card No: ADOPB7086L, Aadhaar No: 7673 9274 0106,** (2) **SRI CHANCHAL BHATTACHARYA** Son of Late Anadi Prasad Bhattacharjee @ Anadi Prasad Bhattacharya, by faith-Hindu, by Nationality-Indian, by Occupation-Retired Employee, a permanent resident of Inda,

C. Bhattacharya

S. Bhattacharya

S. Bhattacharya

Sandeep Chatterjee  
DIRECTORAbhishek  
DIRECTOR

Vidyasagarpur, P.O:Inda, P.S: Kharagpur (Town), District: Paschim Medinipur, Pin: 721305, Kharagpur Municipal Ward No:2, at present residing at 9/11, First Floor, Subhas Nagar, Subhas Nagar West, P.O:Tagore Garden, Sub-District: Rajouri Garden, District: West Delhi, State: Delhi, Pin:110027, **PAN Card No: AFPPB4567F, Aadhaar No: 9870 8014 5646, (3) SRI DEBA PRASAD BHATTACHARJEE** Son of Late Anadi Prasad Bhattacharjee @ Anadi Prasad Bhattacharya, by faith-Hindu, by Nationality-Indian, by Occupation-Retired Employee, a permanent resident of Inda, Vidyasagarpur, P.O: Inda, P.S: Kharagpur (Town), District: Paschim Medinipur, Pin: 721305, Kharagpur Municipal Ward No:2, at present residing at 11-20-47/204 Badam Saroor Nagar Apartments, Huda Complex, Near Ramalayam Temple, Kothapet, Saroornagar, Rangareddi, Andhra Pradesh, Pin: 500035, **PAN Card No: ADGPB4482N, Aadhaar No: 8586 0578 8388**, and their successors, legal representatives, executors, administrators and/or assigns.

- (vii) **DEVELOPER** - shall mean **CITYSKY CONSTRUCTION PRIVATE LIMITED**, A Company incorporated under the Companies Registration Act having its registered office situated at C/O: Sarbari Sarkar, Chittaranjan Enclav, F/No:-1C, Panchberia, P.O:Inda, P.S: Kharagpur (Town), District: Paschim Medinipur, Pin: 721305, West Bengal, **CIN No: U45202WB2020PTC236064, PAN No: AAICC 5951D**, Duly represented by its Directors, (1) **SRI SANDEEP CHATTERJEE** Son of Swapan

D. Bhattacharya Chittaranjan

S. Bhattacharya

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Sandeep Khaty*  
 DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Abhishek*  
 DIRECTOR

Chatterjee, resident of Chittaranjan Enclave, Flat No:1/F, Panchberia, Post Office: Inda, Police Station: Kharagpur (Town), District: Paschim Medinipur, Pin: 721305, by faith-Hindu, by Nationality-Indian, by Occupation-Business, PAN No: AQBPC7653E, Aadhaar No:5241 1610 0070, (2)SRI ABHISHEK KHANDEKAR Son of Ashok Kumar Khandekar, resident of Chittaranjan Enclave, Flat No:4/E, Panchberia, Post Office:Inda, Police Station: Kharagpur(Town), District: Paschim Medinipur, Pin: 721305, by faith-Hindu, by Nationality-Indian, by Occupation-Business, PAN No: BXYPK6669K, Aadhaar No:6748 4766 8602, which includes its successor/ successors in interest, legal representatives, executors, administrators.

- (viii) **MULTISTORIED RESIDENTIAL BUILDING** - shall mean the building to be constructed on the said land measuring 11.5 Decimals in District: Paschim Medinipur, P.O:Kharagpur, P.S: Kharagpur, S.R.O:Kharagpur, Mouza: Inda, Mahalla: Inda, Touji No:1254, J.L.No:232, R.S. Khatian No.943,R.S. Plot No.61, measuring-8.5 decimals and in the same schedule R.S. Khatian No.939, R.S. Plot No.47, measuring-3 decimals, now being in L.R. Plot No: 394, L.R. Khatian No. 11116, measuring-2.87 decimals, in L.R. Plot No: 394, L.R. Khatian No.11117, measuring-2.87 decimals, in L.R. Plot No: 394, L.R. Khatian No. 11118, measuring-2.88 decimals, in L.R. Plot No: 394, L.R. Khatian No.11119, measuring-2.88 decimals, total area-11.5 decimals, Kharagpur Municipal Ward No.2, Holding

*Chatterjee*

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CITYSKY CONSTRUCTION PRIVATE LIMITED  
Sandeep Kumar  
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
Ajay Mishra  
DIRECTOR

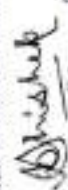
No.342/323, I/d No:3045, classified as-Bastu, hereinafter referred to as the below scheduled property is subject matter of this Development Agreement, hereinafter referred to as the below scheduled property, in accordance with the plan to be sanctioned by Kharagpur Municipality.

- (ix) **BUILDING PLAN** - shall mean the plan or plans of the proposed buildings to be prepared by the Architect to be appointed by the Developer and submitted by the Developer on behalf of the OWNERS to Kharagpur Municipality for obtaining sanction at the cost and efforts of the Developer for construction of multi-storied residential building to be constructed on the land measuring 11.5 Decimals in District: Paschim Medinipur, P.O: Kharagpur, P.S:Kharagpur, S.R.O: Kharagpur, Mouza: Inda, Mahalla: Inda, Touji No:1254, J.L.No:232, R.S. Khatian No.943,R.S. Plot No.61, measuring-8.5 decimals and in the same schedule R.S. Khatian No.939, R.S. Plot No.47, measuring-3 decimals, now being in L.R. Plot No: 394, L.R. Khatian No. 11116, measuring-2.87 decimals, in L.R. Plot No: 394, L.R. Khatian No.11117, measuring-2.87 decimals, in L.R. Plot No: 394, L.R. Khatian No. 11118, measuring-2.88 decimals, in L.R. Plot No: 394, L.R. Khatian No.11119, measuring-2.88 decimals, total area-11.5 decimals, Kharagpur Municipal Ward No.2, Holding No. 342/323, I/d No:3045, classified as-Bastu, hereinafter referred to as the below scheduled property and the same to be sanctioned by Kharagpur Municipality and shall include any

Balabhadra Das  
Bhadracharya

Bhadracharya





revised and/or amendment thereto and/or modification therein or caused to be made by the Developer with the consent of the OWNERS from time to time.




- (x) **OWNER'S ALLOCATION** – shall mean 35 % of the total constructed area comprising of G + 5 Building and thereafter in the same ratio in the event of any vertical expansion of the said G + 5 Building.

Refundable Security Deposit of Rs. 1,50,003/- (Rupees one lakh fifty thousand three) only repayable on possession of flat by 3 A/C Payee Cheques.

- (xi) **DEVELOPER'S ALLOCATION** - shall mean rest of the G + 5 Multistoried building and thereafter in the same ratio in the event of any vertical expansion of the said G + 5 Building being 65% of the built up area.

- (xii) **COMMON AREA AND FACILITIES**- shall mean staircase, pathways, right over the service area, corridor, drains, sanitary, water pipes, electric and telephone wiring, statutory fire fighting facilities, lift, lift shafts, corridors, passage ways, drive ways, entrance, motor





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*Sandeep Chatterjee*  
 DIRECTOR

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*Sandeep Chatterjee*  
 DIRECTOR

room, water pump room, water reservoir, overhead water tanks, generator room and facility whatsoever appurtenant to the said proposed multistoried residential building.

- (xiii) **LAND** – shall mean all those lands and ground consisting an area of about **ALL THAT** the piece and parcel of revenue free land measuring 11.5 Decimals in District: Paschim Medinipur, P.O:Kharagpur, P.S:Kharagpur, S.R.O: Kharagpur, Mouza: Inda, Mahalla: Inda, Touji No:1254, J.L.No: 232, R.S. Khatian No. 943,R.S. Plot No.61, measuring-8.5 decimals and in the same schedule R.S. Khatian No.939, R.S. Plot No.47, measuring-3 decimals, now being in L.R. Plot No: 394, L.R. Khatian No. 11116, measuring-2.87 decimals, in L.R. Plot No: 394, L.R. Khatian No. 11117, measuring-2.87 decimals, in L.R. Plot No: 394, L.R. Khatian No.11118, measuring-2.88 decimals, in L.R. Plot No: 394, L.R. Khatian No.11119, measuring-2.88 decimals, total area-11.5 decimals, Kharagpur Municipal Ward No.2, Holding No.342/323, I/d No:3045, classified as-Bastu, hereinafter referred to as the below scheduled property.

- (xiv) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the New Building/s and the said Premises and in particular the Common Areas and Installations and other common

*Sandeep Chatterjee*

*Sandeep Chatterjee*

*Sandeep Chatterjee*

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*Sundar V. Kulkarni*  
DIRECTOR

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*S. S. Mishra*  
DIRECTOR

purposes and rendition of services in common to the purchasers / holders of units therein.

(xv) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the New Building/s and the said Premises and in particular the common areas and installations, rendition of services in common to the purchasers / holders of units in the New Building/s, collection and disbursement of the common expenses and dealing with all matters of common interest of the purchasers / holders of units in the New Building/s.

*C. Bhatnagar*

(xvi) **UNITS** shall mean all the saleable spaces / constructed areas in the New Building/s, be the flats, apartments, capable of being independently and exclusively held used occupied and enjoyed and shall include the open terraces, if any attached to any unit/s.

*S. Bhatnagar*

(xvii) **SPECIFICATIONS** shall mean the general specifications and/or materials to be used for construction erection and completion of the OWNER's Allocation as more fully and particularly described in the **THIRD SCHEDULE** hereunder written.

*S. S. Mishra*

(xviii) **FORCE MAJEURE** shall mean and include the circumstances beyond the control of the Developer such as fire, explosion, earthquake, lightning, accumulation of rain water or any unforeseen weather condition, lockout, strike, go-slow, riots, civil disturbances, insurgency,

enemy action, war declared or undeclared, temporary or permanent interruption in the supply of utilities serving the project in connection with the work, injunction or orders of any government/ civic bodies/Kharagpur Municipality or any other authorities.

(xix) **NOTICE** shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4<sup>th</sup> day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties hereto.

(xx) **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multistoried buildings to purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act 1961 and the Transfer of Property Act.

(xxi) **DELIVERY OF POSSESSION** - Simultaneously with the execution of this Development Agreement, the OWNERS shall vacate and deliver, vacant possession of entirety of the said vacant land to the Developer so as to enable the Developer to proceed with the development of the said Premises in terms hereof and shall also handover all the Original Papers relating to the said Property.

*Bhattacharya*  
*Bhattacharya*

*Bhattacharya*

CITYSKY CONSTRUCTION PRIVATE LIMITED  
Sandeep Kumar  
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
Ajay Mishra  
DIRECTOR

(xxii) Words importing **singular** shall include **plural** and vice versa.

(xxiii) Words importing **masculine** gender shall include **Feminine** and **Neuter** genders **And** likewise words importing feminine gender shall include masculine and neuter genders **And** similarly words importing Neuter gender shall include masculine and feminine genders.

**ARTICLE - IV : INTERPRETATIONS**

**4. INTERPRETATIONS : In this Agreement (save to the extent that the context otherwise so requires):**

- (i) Any reference to any act of Parliament or legislature whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all rules, instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.
- (ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated in writing.
- (iii) A reference to a statutory provision shall include a reference to any modification or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.

Ajay Mishra  
DIRECTOR

Ajay Mishra  
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Sundern Kulkarni*  
 DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Abhishek*  
 DIRECTOR

- (iv) Any reference to this agreement or any of the provisions thereof shall include all amendments and modification made to this Agreement in writing from time to time.
- (v) The **Schedules** to this Agreement shall have effect and be construed as an integral part of this agreement.

**ARTICLE - V : DEVELOPER'S RIGHTS AND OBLIGATION**

**5.1 DEVELOPER'S RIGHTS :**

(a) The Developer shall cause a paper publication of this Development transaction in the newspaper and shall make necessary searches before the concerned authority and the OWNERS shall be liable to make marketable title of the said property.

(b) The OWNERS doth hereby permit and grant exclusive right to the Developer to develop the said Premises/Property by constructing New Building/s thereat in accordance with the plan as be sanctioned by the concerned authorities for mutual benefit and for the consideration and on the terms and conditions herein contained.

(c) That the OWNERS do hereby grant the exclusive right of development of the said property unto and in favour of the Developer with the intent and object that the Developer can get the necessary map or plan prepared by a duly authorized Architect for being submitted to the Kharagpur Municipality (hereinafter called as Municipality) for sanction and shall construct, erect and complete the Multistoried

*P. B. Bhatnagar*  
*C. B. Bhatnagar*

*A. Bhatnagar*

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*Sundararaman*  
DIRECTOR

CITYRAY CONSTRUCTION PRIVATE LIMITED  
*Abhishek*  
DIRECTOR

Residential Building on the said premises being complete in all respects in accordance with the plan to be sanctioned by the said MUNICIPALITY(including modification thereof) and specifications as provided in the Third Schedule written hereunder.

(d) The rights granted to the Developer to develop the said Premises shall not be revoked or terminated by the OWNERS so long the Developer is ready and willing to comply with its obligations herein contained and to act in terms of this agreement.

(e) Simultaneously with sanction of the Plan, the Developer shall undertake the work of construction thereat.

(f) It is recorded that the OWNERS have in the meantime deposited the original title deeds of the said Premises with the Developer inter alia for purposes related to plan sanction, approval of projects by banks / financial institutions etc., and other purposes with liberty to the Developer to deliver the same to banks / financial institutions etc. in case so required to enable the Developer for obtaining loans etc., from such banks / financial institutions etc. by creating charge or lien on the Developer's Allocation and shall also give a consent letter for property mortgage in favour of the Banks and financial institutions PROVIDED HOWEVER no financial liability shall be foisted upon the OWNERS in any manner whatsoever or on the OWNER 's Allocation.

(g) Immediately after delivery of possession of the said Premises by the OWNERS to the Developer, the Developer shall be entitled to start work at the said Premises (including foundation thereof).

*B. R. Srinivasan*  
*B. R. Srinivasan*

*Abhishek*

(h) The Developer shall prepare the plan for construction of Building/s at the said Premises in consultation with the OWNERS and shall apply to the concerned authorities for sanction of the same on behalf of the OWNERS.

(i) During preparation and sanction of the plan, the Developer shall endeavor to utilize maximum possible FAR (Floor Area Ratio)/FSI (Floor Space Index) available in respect of the said Premises.

(j) In case any permission or clearance or no objection of any authority be required for plan sanction, construction and development etc. [including clearances under the Urban Land (Ceiling & Regulation) Act, 1976], then the OWNERS shall render all assistance and co-operation to the Developer in obtaining the same.

(k) In case the OWNER make any request to the Developer in writing seeking structural / civil changes in the OWNER'S Allocation after sanction of the plan, then the OWNERS shall be liable for all costs and expenses in connection therewith.

(l) In case after sanction of the plan, any additional floor / storey / area is sanctioned by the concerned authorities, then the so constructed additional area shall be shared in the ratio as has been mentioned in the Owners Allocation in Para-X & Developer's Allocation in Para-IX.

(m) The sanction fee for sanction of the plan for the New Building/s shall be borne and paid by the Developer.

Sandeep M. Chaturvedi  
DIRECTOR

Sandeep M. Chaturvedi  
DIRECTOR



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*Sunder N. Chinnai*  
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED

*S. Srinivasan*  
DIRECTOR

(n) For the purposes connected with the preparation, submission and sanctioning of the plans, the OWNERS shall render all co-operation and assistance to the Developer in getting the premises surveyed and soil thereof tested and shall sign execute and deliver and submit all papers plans applications documents and other papers and documents, if available, relating to the said Premises as may from time to time be required of by the Developer and/or the Architects.

*S. Srinivasan*

(o) The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the New Building/s and obtaining inputs, utilities and facilities therein and the OWNERS agree to execute such papers and documents and do such other acts deeds and things as be reasonably required by the Developer therefor.

*S. Srinivasan*

*S. Srinivasan*

(p) For the purpose of construction of the New Building/s, the Developer shall be entitled to appoint engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staffs and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer. Staff and employees engaged by the Developer, if any, shall be the employees of the Developer and the OWNERS shall not in any way be liable or responsible for their salaries, wages, remuneration and any other statutory liabilities etc.

Sunder M. [Signature]

[Signature]

## 5.2 THE DEVELOPER SHALL BE ENTITLED :-

- a. To construct and complete the said multi-storied residential building in all respect in terms of this Agreement and in accordance with the plan to be sanctioned by the authorities concerned and as per the specifications mentioned in the Third Schedule within the specified time stated hereinabove.
- b. To enjoy, negotiate and enter into Agreement for Sale with buyers and accept advance and/or consideration money for the disposal of Developer's allocation as its may think fit and proper from all such person or persons of this choice, without any interference from the OWNERS.
- c. The Developer will be entitled to enter into an Agreement for Sale and/or transfer the respective share of its own allocation in the proposed building and for entering into such agreement with the prospective buyers the Developer shall be at liberty not to make the OWNERS as party to the said Agreements, provided, however, at the time of execution of the Deed of Conveyance the Constituted Attorney of the OWNERS shall represent the Owner to such Deed along with the Developer. It is, however, agreed between the parties hereof that the OWNERS shall not be required to join as party to the Agreement for Sale with the prospective buyers of the Developer's allocation as no consideration is received by the OWNERS with regard to the sale of Developer's allocation and for which the

C. Bhatkambhaya

D. Bhatkambhaya

[Signature]

CITYSKY CONSTRUCTION PRIVATE LIMITED  
 Director  
*Suman N. Mishra*

CITYSKY CONSTRUCTION PRIVATE LIMITED  
 Director  
*Abhishek*

OWNERS agree to grant a Power of Attorney to the Developer. It is further made clear that the OWNERS shall only be held liable for transferring the undivided proportionate share of land attributable to Developer's allocation.

**5.3 Developer's Obligation** – it shall be the responsibility and obligation of the Developer to comply with the terms and conditions as follows :-

- a) To obtain the sanctioned plan of the proposed building from the Kharagpur Municipality and/or such other statutory authority or authorities for the land measuring 11.5 Decimals in District: Paschim Medinipur, P.O:Kharagpur, P.S: Kharagpur, S.R.O:Kharagpur, Mouza: Inda, Mahalla: Inda, Touji No:1254, J.L.No:232, R.S. Khatian No.943,R.S. Plot No. 61, measuring-8.5 decimals and in the same schedule R.S. Khatian No.939, R.S. Plot No.47, measuring-3 decimals, now being in L.R. Plot No: 394, L.R. Khatian No. 11116, measuring-2.87 decimals, in L.R. Plot No: 394, L.R. Khatian No.11117, measuring-2.87 decimals, in L.R. Plot No: 394, L.R. Khatian No.11118, measuring-2.88 decimals, in L.R. Plot No: 394, L.R. Khatian No.11119, measuring-2.88 decimals, total area-11.5 decimals, Kharagpur Municipal Ward No.2, Holding No.342/323, I/d No:3045, classified as-Bastu, hereinafter referred to as the below scheduled property, hereinafter referred to as the below scheduled property and all such costs in regard to the said affairs will be carried by the Developer tentatively Ground + Five Storied Building or as per sanctioned plan.

*B. B. Bhatnagar*  
*B. Bhatnagar*

*B. Bhatnagar*

*Sandeep Kantoria*  
DIRECTOR

*Shishu*  
DIRECTOR

- b) Immediately after obtaining sanction plan, before delivery of possession of the said property it has been agreed between the parties that the OWNERS and the Developer shall duly demarcate their aforesaid respective allocations in the proposed building as mentioned hereto before by demarcating their respective portions with proper colour in the photo copy of the sanctioned plan and to be counter signed by the parties hereto.
- c) To commence the construction of the proposed building from the date of obtaining the sanction plan of the proposed building from the Kharagpur Municipality and to complete the construction of the proposed building within 30 (thirty) months from the date of delivery of possession simultaneously with this agreement provided however there shall be a gestation period of an additional 4(four)months and in the event of failure of the same the Developer shall be liable to pay a compensation of Rs. 50,000/- (Rupees fifty thousand)only per month.
- d) That within one year from the date of completion of the building, the Developer shall furnish not only the completion certificate issued by the Kharagpur Municipality but also the certificate of the structure engineers of the Architect about the structural stability of the aforesaid building and the Developer shall be responsible to rectify and/or remove any defect in the construction or any damages (due to any defective construction), if detected during the period of 1 year from the date of completion of

*D. B. Chatterjee*  
*Chatterjee*

*Chatterjee*

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Sudip Kumar*  
 DIRECTOR

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*Abhishek*  
 DIRECTOR

the building and handing over the OWNER'S allocation thereof.

- e) That the Developer shall construct and complete the said Multi-storied residential building as per sanctioned plan and specification as per third Schedule as already agreed upon and shall undertake full responsibility and the OWNERS shall not be responsible and shall be indemnified by the Developer for any incident or accident which may occur in the said premises due to its construction activities and/or faulty design and/or any other anomaly or defect or default whatsoever and the Developer shall keep the OWNERS fully indemnified at all times against any loss or damage which may be caused to the OWNERS or any one else due to any accident during construction or for unauthorized construction (if any) in deviation of the sanctioned plan and/or due to any other cause whatsoever.
- f) That in consideration to the Developer constructing the said building and the terms and conditions contained in this Agreement and the obligation to be fulfilled by the Developer, the Developer shall be entitled to demarcate the Developer's allocation on the sanction building plan.

*D. R. Bhatnagar*  
*Bhatnagar*

*Bhatnagar*

#### 5.4 The Developer further Agrees :

- a) To incur all costs, charges and expenses for obtaining the sanctioned plan of the building to be constructed at the aforesaid premises and

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*Sudesh Kumar*  
DIRECTOR

CITYKEY CONSTRUCTION PRIVATE LIMITED  
*Abhinav*  
DIRECTOR

also for any modification thereof and also to get the aforesaid plan duly sanctioned by the Kharagpur Municipality and any other Competent Authority.

- b) To get the said plan prepare and after due approval of the same by the OWNERS to submit the same to the Kharagpur Municipality and/or other authorities after completion of necessary searches and on OWNERS making out a marketable title in respect of the said property.
- c) To frame rules and regulations regarding the use of the respective allocation of the space of the OWNERS and Developer or their nominee or nominees of to form the Management Association and/or residential Building Association and/or Society for the ultimate Owner or OWNERS of the proposed building or buildings only with the written approval of the OWNERS and other residential building buyers.
- d) That subject to Force Majeure, the Developer shall handover the part of the constructed multi-storied residential building i.e. to the OWNER'S allocation within 30 (thirty) months from the date of delivery of possession of the said property by the OWNERS simultaneously with the execution of this agreement.
- e) That the entirety of the OWNER'S allocation shall be handed over by the Developer at a time and not in piecemeal manner subject to

*Chandra*

*Prateek*

*Prateek*

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*Sandeev Antony*  
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Abhishek*  
DIRECTOR

payment of all the Taxes, Deposits, other charges, as may be notified to the owner.

- f) The Developer shall construct the New Building/s in good substantial and workman like manner and use new and good quality of materials. The general specifications and/or materials to be used for construction erection and completion of the OWNER'S Allocation shall be as more fully and particularly described in the **THIRD SCHEDULE** hereunder written.
- g) It is agreed between the Parties that the design, specification, quality of construction / finishing materials used in Owners Allocation shall be at par with those used in the Developer's Allocation.
- h) The Developer shall be entitled to as well as obliged to apply for and obtain connections for water, electricity, drainage, sewerage and other inputs utilities and facilities from State and Central Government authorities and statutory or other body or bodies required for construction use and enjoyment of the New Building/s at its own costs and expenses either in the name of the Developer and/or the OWNERS and for that or otherwise to close down and have disconnected the existing connections etc.
- i) It is further agreed that if any financial liability is created during the construction of the buildings, the same shall be solely on the Developer and the OWNERS shall not be liable in any manner whatsoever.

*Chandraharan*

*Dr. B. S. S. S. S. S.*

*S. S. S. S. S.*

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Sandeep M. Chatterjee*  
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Shishir*  
DIRECTOR

- j) The Developer shall be solely responsible to look after, supervise manage and administer the progress and day to day work of construction of the proposed New Building/s and shall not violate any Municipal or other statutory rules and laws and abide by and observe the rules procedures and practices usually followed in making construction of New Building/s and shall indemnify the OWNERS for causing loss, if any, due to the action of the Developer.
- k) The Developer, while making construction of the New Building/s, shall ensure that there is no deviation from the Building Sanction Plan save those which are sanctionable or can be regularised subsequently and done with the consent of the Architects and the Developer shall keep the OWNERS indemnified against all actions suits proceedings costs charges expenses demands consequences in respect thereof.

*Chhatrasal Singh*

*Dr. Beant Singh*

*Shishir*

**ARTICLE -VI : OWNER 'S COVENANTS, RIGHTS AND OBLIGATIONS**

**6.1 OWNER 'S OBLIGATIONS :**

- a) The OWNERS shall be liable to pay all outgoing and all municipal taxes and charges uptill the delivery of vacant possession to the Developer.



CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Sunder N. Chatterjee*  
 DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Abhishek*  
 DIRECTOR

- b) The OWNERS shall take all steps for mutation of their names in the records of the Kharagpur Municipality in respect of the said property.
- c) Before taking possession of the Owner's Allocation, the OWNERS shall pay other Taxes in respect of the Owner's Allocation to the concerned authority through the Developer at the applicable rate.
- d) To sign and execute all necessary plans, papers, undertakings, affidavits, documents, declaration, deeds which may be required for obtaining any modification of the sanction plan of the proposed building and constructed of the proposed building in terms of this Agreement.
- e) To sign and execute all necessary papers, undertakings, affidavits, documents, declaration, deeds which may be required for obtaining loan help from the Bank and Financial Institutions in order to construct the said multi-storied building in the said property and has agreed to assign, mortgage the said property for the said purpose.
- f) To co-operate with the Developer for construction and completion of the multi-storied residential building at the said land measuring 11.5 Decimals in District: Paschim Medinipur, P.O:Kharagpur, P.S:Kharagpur, S.R.O: Kharagpur, Mouza: Inda, Mahalla: Inda, Touji No: 1254, J.L.No: 232, R.S. Khatian No.943, R.S. Plot No.61, measuring-8.5 decimals and

*Pradeep Kumar*

*Pradeep Kumar*

*Pradeep Kumar*

*Sandeep Kataria*  
DIRECTOR

*Shishir*  
DIRECTOR

in the same schedule R.S. Khatian No.939, R.S. Plot No.47, measuring-3 decimals, now being in L.R. Plot No: 394, L.R. Khatian No. 11116, measuring-2.87 decimals, in L.R. Plot No: 394, L.R. Khatian No.11117, measuring-2.87 decimals, in L.R. Plot No: 394, L.R. Khatian No.11118, measuring-2.88 decimals, in L.R. Plot No: 394, L.R. Khatian No.11119, measuring-2.88 decimals, total area-11.5 decimals, Kharagpur Municipal Ward No.2, Holding No.342/323, I/d No:3045, classified as-Bastu, hereinafter referred to as the below scheduled property.

- g) That the OWNERS shall execute necessary Deed of Conveyance in respect of the proportionate share of land attributable to the Developer's allocation in the proposed building in favour of the Developer or his nominee or nominees at any time after full completion of construction of the building and all consideration arising therefrom shall be on Developer's account and be appropriate by the Developer towards the cost of construction of the Owner's allocation thereof.
- h) To sign and execute all Agreement for Sale, deed of Conveyances in respect of the Developer's allocation and present the same before Registration authority for registration.

**6.2 THE OWNERS HAVE FURTHER AGREED AND COVENANT AS FOLLOWS :-**

- a) Not to sell, transfer, alienate or encumber his right over the said premises except his

*C. Bhattacharya*

*S. Bhattacharya*

*S. Bhattacharya*

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Sandeep Mittal*  
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Prakash*  
DIRECTOR

allocation as Owner's share in the proposed multi-storied residential building subject to such fulfilling the terms of this Agreement by such transfer.

- b) Not to cause any obstruction or interference in the construction, erection and completion of the multi-storied residential building on the said premises.
- c) To execute a Registered Power of Attorney appointing the Developer as his Constituted Attorney authorizing to execute Agreement for Sale, Deed of conveyance, Sale to intending Purchaser/s, sign and execute any relevant papers relating to the Sale Deed and to appear before the registration authority to complete the registration in respect of Developer's allocation aforesaid and/or constructed area of the proposed building including proportionate share of land and common rights and facilities attached thereto and the Developer shall be entitled to handover the possession of the Developer's allocation to the intending Purchaser/s. The Developer shall also be entitled to mortgage the Developer's allocation or portion thereof in terms of this presents for obtaining loan by the intending Purchaser/s and do all deeds and things necessary for completion of the project.
- d) The name of the apartment shall be at the discretion of the developer and the owners shall have no say in the said matter.

*Prakash*  
*Sandeep Mittal*

*Sandeep Mittal*

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Sandeep Kumar*  
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Abhishek*  
DIRECTOR

e) The OWNERS do hereby as and by way of negative covenants undertake to the Developer:

(I) Not to enter into any agreement for sale, lease, development or otherwise create any third party interest in the said Premises, or any part thereof without the consent in writing of the Developer, save and except the OWNER's Allocation in the said New building as herein mentioned.

(II) The Developer shall decide the selling rate of the said constructed area and the Owners shall not sell the Owner's Allocation to third Parties below the said selling rate.

(III) After allocation the owner have all the right to rent out/sale the allotted flats as a land owner's share.

f) The OWNERS agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the proposed New Building/s at the premises by the Developer and not to do any act deed matter or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the construction of the New Building/s or selling or otherwise transferring the Developer's Allocation and shall indemnify the Developer for all losses damages costs claims demands consequences suffered or incurred as a result thereof.

*Abhishek*

*S. Beant Chawla*

*Abhishek*

*Sunderesh Chetty*  
DIRECTOR

*Abhishek*  
DIRECTOR

- g) To enable the Developer to develop the said Premises, the OWNERS shall sign execute and deliver and produce all papers documents instruments writings plans affidavits title deeds etc., as be reasonably required by the Developer from time to time therefor.
- h) For smooth and expeditious construction and completion of the Building at the said Premises, the OWNERS shall not unduly interfere in the day to day work of construction.
- i) Before, during or after the construction of the new multistoried building, the OWNERS shall not interfere with the possession of the Developer in the said premises and shall remain with the Developer free from all types of encumbrances.

6.3 In the event of the new construction work being delayed and/or destroyed by earthquake, tempest or other act or God, Fire, Riots, Legal problems, Civil commotion or any other irresistible forces not caused by any act of the Developer and/or their workmen in that situation, the Developer shall not be treated as defaulter and not responsible for delayed construction beyond the period of 24 months.

6.4 That the said property is now free from all encumbrances as is declared by the OWNERS and during the construction work if any sort of legal complication as to the right, title and interest of the OWNERS shall appear over any encumbrances is found, the OWNERS shall be held responsible to answer and remove all such legal

*Pratibha Chetty*  
*Pratibha Chetty*

*Pratibha Chetty*

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*Sundeen Chetty*  
DIRECTOR

CITYRAY CONSTRUCTION PRIVATE LIMITED  
*Abhishek*  
DIRECTOR

complications / defects regarding his right, title and interest in the property at his own cost and expenses. The Developer shall not be made liable and/or responsible on all out of such unwarranted and unforeseen situation and shall not be held liable and/or responsible for delay so far in completion of the construction work. It is further agreed that the Developer shall extend all possible help to the OWNERS for sorting out any problem or defects, if any.

6.5 That the OWNERS hereby agrees and covenants with the Developer to not to violate or contravene any of the clause on this presents and the OWNERS do and keeps the Developer indemnified against all such claims and damages that may suffered by the Developer because of such violation and/or contraventions.

6.6 That the OWNERS do hereby declare that no suits/cases either Civil or Criminal and/or any other proceedings are pending in any Court of law in respect of the Schedule referred property and if so, the OWNERS shall be held liable to compound, compromise, withdraw, settled with the litigants as early as possible and thereby ensure the Developer for such removal of legal complications immediately.

6.7 The OWNERS do hereby agrees and covenants with the Developer to not to cause any interference or hindrance in the construction of the multi-storied building at the said entire property by the Developer.

6.8 The OWNERS shall execute further registered Power of Attorney in favour of the Developer to enable the Developer to undertake construction erection and completion of the said Project and such Power of Attorney shall remain in full force has agreed that the Developer shall be entitled to mortgage the entire land to the Bank or Financial Institution

*Abhishek*

*Sundeen Chetty*

*Abhishek*



for obtaining loan for smooth completion of the construction. The OWNERS shall also execute a registered Power of Attorney in favour of the Developer relating to sell Developer's Allocation of the property however shall not be financially responsible and/or able for any act done under the same. The said Power of Attorneys shall deemed to be a part of this Development Agreement and is backed by consideration of this agreement.

6.9 As and when called upon by the Developer, the OWNERS shall sign and execute the Plan, Drawings, Elevations, Sections, Forms, Applications and all other papers and instruments, verify and affirm required Affidavits and Declarations or otherwise as may be required from time to time for permissions, approvals, sanction, consent, quota, license, or otherwise relating to or arising out of construction, erection and completion of the said residential building at the said Premises or as may be required from time to time by the Developer, without any delay, refusal, claim or demand.

6.10 The OWNERS shall also provide the Developer and/or its authorized nominee with all appropriate powers as are or may be required in connection with construction, erection and completion of the building as well as for representing it before all concerned authorities including execution all relevant papers, documents, instruments, deeds, writing in accordance with law.

6.11 Till the date of delivery of vacant and peaceful possession of the said entire property and every part thereof to the Developer, all taxes, levies, impositions and outgoings relating to and arising out of each of the land shall be paid and borne by the OWNERS shown as outstanding as on the said date either determined and demanded for the said period and keep the Developer duly indemnified against all or any claim demand, certificate, liability, penalty, cost,

*C. Subhakaranga*

*P. Ramesh Babu*

*[Signature]*

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*Sandeep M. Gupta*  
DIRECTOR

CITYKAT CONSTRUCTION PRIVATE LIMITED  
*Shishir*  
DIRECTOR

for obtaining loan for smooth completion of the construction. The OWNERS shall also execute a registered Power of Attorney in favour of the Developer relating to sell Developer's Allocation of the property however shall not be financially responsible and/or able for any act done under the same. The said Power of Attorneys shall deemed to be a part of this Development Agreement and is backed by consideration of this agreement.

6.9 As and when called upon by the Developer, the OWNERS shall sign and execute the Plan, Drawings, Elevations, Sections, Forms, Applications and all other papers and instruments, verify and affirm required Affidavits and Declarations or otherwise as may be required from time to time for permissions, approvals, sanction, consent, quota, license, or otherwise relating to or arising out of construction, erection and completion of the said residential building at the said Premises or as may be required from time to time by the Developer, without any delay, refusal, claim or demand.

6.10 The OWNERS shall also provide the Developer and/or its authorized nominee with all appropriate powers as are or may be required in connection with construction, erection and completion of the building as well as for representing it before all concerned authorities including execution all relevant papers, documents, instruments, deeds, writing in accordance with law.

6.11 Till the date of delivery of vacant and peaceful possession of the said entire property and every part thereof to the Developer, all taxes, levies, impositions and outgoings relating to and arising out of each of the land shall be paid and borne by the OWNERS shown as outstanding as on the said date either determined and demanded for the said period and keep the Developer duly indemnified against all or any claim demand, certificate, liability, penalty, cost,

*Chhobha Chhobha*

*D. Beethabangla*

*Shishir*



CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Sundar Kumar*  
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Devinishetty*  
DIRECTOR

expense, prejudice or damages, if any incurred or suffered by the said Developer therefore.

6.12 The OWNERS shall not do any act deed or things whereby the Developer may be prevented from construction and completion of the said multi residential building provided the Developer acts in terms of this Agreement.

**ARTICLE - VII : SPACE ALLOCATION**

7.1 The OWNER's Allocation is detailed out in **PART - I** of the **SECOND SCHEDULE** hereunder written and the Developer's Allocation is detailed out in **PART - II** of the **SECOND SCHEDULE** hereunder written.

7.2 In lieu of the Developer constructing the New Building/s at its own costs (which includes, inter alia, the OWNER Allocation) and agreeing to allocate and deliver possession of the OWNER's Allocation therein to the OWNERS as stated herein, the Developer shall have the exclusive right to hold own use possess occupy enjoy sell transfer deal with and dispose of the Developer's Allocation together with proportionate undivided share in the land comprised in the said premises and also in the Common Areas and Installations and realise and appropriate all sale proceeds thereof absolutely and exclusively **PROVIDED HOWEVER**, the same shall not create any financial liability on the said premises or on the OWNERS and the Developer shall be solely responsible for the same and such action of the Developer shall be subject to successful completion of the project.

7.3 It is agreed by and between the parties herein i.e., the OWNERS and Developer that if the developer shall

*Chandrasekhar*

*Sundar Kumar*

*Devinishetty*

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*Sunder V. Kuttan*  
 DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Abhishek*  
 DIRECTOR

not make any construction including construction of any additional floor beyond the sanction plan, without proper permission of the OWNERS and should satisfy the OWNERS that the same is structurally secure and does not pose any risk to their residence.

#### ARTICLE-VIII- DELIVERY OF POSSESSION

- 8.1 The OWNERS shall demarcate the said property and shall hand over physical possession of the said premises/Property with the execution of this Agreement.
- 8.2 The Developer shall at its own costs cause all that may be necessary prior to construction of the said building which includes soil testing, structural design, boring, excavation of earth for the foundation of the building. The OWNERS shall not have no objection to the same and shall not any objection to the same.
- 8.3 The Developer hereby agrees to complete the construction of the building within 24 months from the date of receipt of vacant and khas possession of the said Premises in its entirety or the date of sanction building plan by the Kharagpur Municipality, whichever is later (hereinafter referred to as the said **SCHEDULED DATE OF COMPLETION**). The Developer shall not incur any liability for any delay in the delivery of the possession by reasons of FORCE MAJEURE. In any of the events of the FORCE MAJEURE, the Developer shall be entitled to corresponding extension of time for delivery of the said OWNER Allocation, however such extension shall be mutually agreed by and between the OWNERS and the Developer.

*Chaitanya*

*Chaitanya*

*Chaitanya*

CITYKEY CONSTRUCTION PRIVATE LIMITED  
Sundar V. Kulkarni  
DIRECTOR

CITYKEY CONSTRUCTION PRIVATE LIMITED  
Shrihari  
DIRECTOR

8.4 The Developer agrees not to deliver or permit to be delivered the Developer's Allocation until such time the notice in writing to take the possession of the OWNERS Allocation is delivered and/or caused to be delivered upon completion of the same as aforesaid. However it shall not deter the Developer from making delivery of possession of the Developer's Allocation to its prospective buyers if the OWNERS fail and/or neglect to take possession of the OWNER Allocation within 15 days from the date of issue of notice (hereinafter referred to as the said **DATE OF POSSESSION**).

*Chitra Manohar*

8.5 The Developer shall sign and execute the deed of conveyance or conveyances in favour of the nominee or nominees of the OWNERS at the cost of the nominee/s of the OWNERS.

*Pratishtha*

*Pratishtha*

**ARTICLE -IX- ARCHITECTS, ENGINEERS, ETC**

9.1 For the purpose of development of the said Premises the Developer alone shall be responsible to appoint the Architect for the said building and the certificate given by the Architect regarding the materials used for the purpose of construction erection and completion of the new building and also specification for the purpose of construction and/or workmanship and completion of the building shall be final conclusive and binding on the parties.

9.2 The decision of the Architect regarding the measurements, quality of the materials and also the specification for the purpose of construction will be final conclusive and binding on the parties.

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*Sunder K. Kulkarni*  
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Shrihari*  
DIRECTOR

**ARTICLE-X-INDEMNITY**

- 10.1 The Developer hereby agrees and covenants with the OWNERS not to assign its rights under this agreement in respect of the said Premises/Property, however it shall not in any way debar the Developer from selling and transferring its share and/or for viably exploiting the said New Building after providing OWNERS Allocation to the OWNERS in terms of this Agreement.
- 10.2 The OWNERS shall solely be responsible for due discharge of any liability occurring due to any act of omission and/or commission on the part of the OWNERS and shall always keep the Developer indemnified against all actions suits proceedings damages losses which may occur or take place because of any act deed matter or thing concerning the title of the said Premises/ Property.
- 10.3 It has been agreed by and between the parties hereto that in the event of any claim and/or encumbrance being invoked in respect of the said Premises/ Property or any part thereof by any third party due to any act, deed, matter or thing done and/or caused to be done and in any manner concerning the said Premises the entirety of all such claims, demands, losses, consequences shall entirely and exclusively be borne by the OWNERS herein and the Developer shall not be held liable nor responsible for bearing any consequence in respect thereof in any capacity thereof.
- 10.4 The Developer shall be fully responsible for any deviation or un-authorized construction or accident or mishap while making any construction and in no event the OWNERS shall incur any liability in

*C. B. Mohan Rao*

*D. B. Bhatnagar*

*[Signature]*

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*Sundern Kuttan*  
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Abhishek*  
DIRECTOR

respect thereof. The Developer shall indemnify and keep indemnified the OWNERS against all losses liabilities costs or third party claims actions or proceedings thus arising.

10.5 The OWNERS doth hereby agree and covenant with the Developer as follows:

i) Not to cause any interference or hindrance or obstruction in the construction of the proposed Buildings at the premises by the Developer and/or its agents.

ii) in case any permission or clearance is made mandatory by the government or any authority for the sales to be effected by the OWNERS as envisaged herein (as stated in the schedule of Developer's Allocation), which is to be obtained by the OWNERS, then the OWNERS shall have to obtain the same.

iii) to render all assistance and cooperation to the Developer in construction of the proposed Buildings, if so required and found necessary.

iv) not to do any act deed or thing whereby the Developer be prevented from selling transferring dealing with or disposing of the Developer's Allocation or any part thereof if done in terms of this Agreement.

v) not to let out, grant lease, sell, transfer, mortgage, charge or otherwise encumber nor agree to do so nor part with possession of the said premises or any part thereof as from the date hereof, it being clarified that nothing contained herein shall prevent the OWNERS to deal with and dispose of the

*C. Bhaskaran*

*D. R. Ramesh Kumar*

*S. S. Sathyanarayanan*

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*Sandeep Chaturvedi*  
DIRECTOR

CITYRAY CONSTRUCTION PRIVATE LIMITED  
*Shishir*  
DIRECTOR

OWNERS Allocation upon the same being allocated identified and demarcated.

vi) to join in as a Confirming Party, if required, in case any loan or financial assistance from any bank, financial institution etc., is taken by the Developer or by the buyers of the Developer's Allocation and shall execute all necessary documents PROVIDED HOWEVER no financial liability shall be foisted upon the OWNERS by execution of such documents.

10.6 The Developer doth hereby agree and covenant with the OWNERS as follows:

i) in case any permission or clearance is made mandatory by the government or any authority for the sales to be effected by the OWNERS in respect of the OWNER's Allocation, which is to be obtained by the Developer, then the Developer shall obtain the same.

ii) to join in as a Confirming Party, if required, in case any loan or financial assistance from any bank, financial institution etc., is taken by the OWNERS or by the buyers of the OWNER's Allocation and shall execute all necessary documents PROVIDED HOWEVER no financial liability shall be foisted upon the Developer by execution of such documents.

iii) not to do any act deed or thing whereby the OWNERS be prevented from selling transferring dealing with or disposing of the OWNER's Allocation or any part thereof if done in terms of this Agreement.

iv) not to let out, grant lease, sell, transfer, mortgage, charge or otherwise encumber nor agree to

*Chandra Shekhar*

*D. Prabhakar*

*Shishir Chaturvedi*

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*Sundar M. Sankar*  
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Bhishak*  
DIRECTOR

do so nor part with possession of the OWNER 's Allocation or any part thereof.

**ARTICLE-XI-TAXES MAINTENANCE ETC**

11.1 All municipal and all other rates and taxes and other dues and outgoings in respect of the said premises accruing due till handing over vacant possession of the said premises to the Developer shall be for and to the account of the OWNERS; those accruing after handing over possession of the said premises to the Developer till the date of the Developer offering possession of the OWNER's Allocation to the OWNERS shall be on account of the Developer and thereafter the OWNERS shall pay the rates and taxes in respect of the OWNER's Allocation only and the Developer shall pay the same in respect of the Developer's Allocation.

*Bhishak*  
*S. S. Sathyanarayanan*

*S. S. Sathyanarayanan*

11.2 The respective parties shall be liable to pay and bear all taxes rates and other services and other outgoing payable in respect of their respective Allocations from the said Date of Possession the OWNERS shall be deemed to have taken possession of the OWNER's Allocation for the purpose of making payment of the rates and taxes and common expenses and maintenance charges whether actual physical possession of the OWNER's Allocation is taken or not by the OWNER.

11.3 The OWNERS and the Developer shall from the Date of Possession of the OWNER's Allocation maintain their respective portions at their own costs in a good and tenantable repair and shall not do or suffer to be done anything in or to the said Premises and/or common areas and passages of the said New

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*Sundar K. Contractor*  
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
*Prakash*  
DIRECTOR

Building which may be against law or which will cause obstruction or interference to the user of such common area.

11.4 After the said New Building is completed and the OWNER's Allocation is delivered the Developer and the OWNER shall form an association of the OWNERS / occupants of the various flats in the said New Building with such rules and regulations as the Developer shall think fit and proper and the OWNERS and the Developer or its nominee/s shall be liable and agrees to make payment of the proportionate share of the maintenance charges payable in respect thereof of their respective areas.

*Prakash*

11.5 Until such time Association is formed the Developer shall continue to remain responsible for the maintenance and rendition of the common services subject however to the OWNERS making payment of the proportionate share of the maintenance charges and all other outgoing payable in respect thereof and unless the said maintenance charges are paid by the OWNERS the OWNERS shall not be entitled and hereby agrees not to avail of any of the services.

*S. Brattadwaraja*

11.6 The OWNERS shall be liable to pay charges for electricity in or relating to the OWNER's Allocation wholly and proportionately relating to common parts.

*S. Brattadwaraja*

**ARTICLE-XII- MUTUAL OBLIGATION**

12.1 The OWNERS and the Developer hereby agrees and covenants with each other not to violate or contravene any of the provisions of Rules applicable for construction of the said building or buildings at the said Premises/Property.



Sandeep Kumar  
DIRECTORSandeep Kumar  
DIRECTOR

- 12.2 The OWNERS and the Developer hereby agrees and covenants with each other not to do any act deed or thing whereby both of them are prevented from enjoying, selling, assigning and/or disposing of any of their respective allocation in the said New Building at the said Premises.
- 12.3 The OWNERS and the Developer hereby agrees and covenants with each other to join and confirm all documents of transfer relating to sale of the others allocation in the said New Building at the said Premises.
- 12.4 It is distinctly agreed and understood by and between the parties herein that according to the present statute and for the sake of convenience this agreement for development shall be registered at the cost of the developer.
- 12.5 It has been distinctly mutually agreed to and decided between the parties herein that all the original documents pertaining to the land shall remain in custody of Developers for which a further receipt from Developers to owners will be given.

Sandeep Kumar  
DIRECTORSandeep Kumar  
DIRECTOR**ARTICLE-XIII-BREACH AND CONSEQUENCES**

- 13.1 Subject to force majeure and also there is no restrain in the Kharagpur Municipality granting sanction of the plan, the Developer shall cause to have the plan in respect of the said New Building to be sanctioned from the Kharagpur Municipality within 6 months from the date hereof, failing which, the OWNERS may at their discretion be entitled to refer the breach to the

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*Sunderil K. Otsky*  
DIRECTOR

OITSKY CONSTRUCTION PRIVATE LIMITED  
*S. Srinivasan*  
DIRECTOR

Arbitrator who shall determine the consequences of the breach and the costs thereof.

- 13.2 In the event of either party to this agreement committing breach of any of their obligations under this Agreement the aggrieved party shall be entitled to refer the breach to the Arbitrator who shall determine the consequences of the breach and the costs.

**ARTICLE - XIV : MISCELLANEOUS**

- 14.1 All or any notice required to be served by any party to the other, shall, without prejudice to any other mode of service available, be deemed to have been served on the date of service if delivered by hand against due acknowledgement or on the sixth day from the date the same is sent by Registered post with Acknowledgement due at the address of the other.

*S. Srinivasan*

*S. Srinivasan*

*S. Srinivasan*

- 14.2 That after execution of this Agreement by the OWNERS with the Developer, the OWNERS shall not create any encumbrance and/or lien in respect of the property and the Developer's exclusive right for development of the property shall not in any way be affected.

- 14.3 The Developer will at its own cost and expenses arrange for all material to be used for construction, being the best quality available in the market, sound and well-seasoned, and also tools, implements, scaffolding whatsoever necessary for carrying out and/or completing the said work according to the said plans and specifications. Under no circumstances, the Developer will erect the building with inferior quality materials thereby endangering the safety and lives of the intending purchasers.

*Sunder N. Kutty*  
DIRECTOR

*Abhishek*  
DIRECTOR

- 14.4 The Owners covenants that they have not entered into Agreement for Sale, Development Agreement or any other deeds in respect of the said Property with the third parties.

**ARTICLE - XV : ARBITRATION & JURISDICTION**

- 15.1 The OWNERS and Developer hereto unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the District Court, to the extent reference to courts is permitted under the Arbitration and Conciliation Act, 1996. In case of any dispute or difference of any nature whatsoever arising between Parties in relation to this Agreement which cannot be amicably resolved within ninety (90) days of its occurrence, such dispute or difference shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being thereto in force. The arbitration shall be conducted by a sole arbitrator appointed by mutual consent of both the OWNERS and DEVELOPER. If the OWNERS and Developer have not mutually agreed on the appointment of the arbitrator, a request to the jurisdictional court for appointment of an arbitrator under sub-section (6) shall be applied for and the Arbitrator appointed by the court shall be binding on the OWNERS and Developer.
- 15.2 The Arbitrator shall have summary powers and will be entitled to set up his own procedure and the Arbitrator shall have power to give interim awards and/or directions.

*Beetabanya*  
*Beetabanya*

*Beetabanya*

- 15.3 The place of arbitration shall be at Kharagpur and the language will be English.
- 15.4 District Court having jurisdiction to entertain and try all actions suits and proceedings arising out of this agreement.

**FIRST SCHEDULE AS REFERRED TO ABOVE**

**ALL THAT** the piece and parcel of revenue free land measuring 11.5 Decimals in District: Paschim Medinipur, P.O:Kharagpur, P.S:Kharagpur, S.R.O: Kharagpur, Mouza: Inda, Mahalla: Inda, Touji No:1254, J.L.No:232, R.S. Khatian No.943,R.S. Plot No.61, measuring-8.5 decimals and in the same schedule R.S. Khatian No.939, R.S. Plot No.47, measuring-3 decimals, now being in L.R. Plot No: 394, L.R. Khatian No. 11116, measuring-2.87 decimals, in L.R. Plot No: 394, L.R. Khatian No.11117, measuring-2.87 decimals, in L.R. Plot No: 394, L.R. Khatian No.11118, measuring-2.88 decimals, in L.R. Plot No: 394, L.R. Khatian No.11119, measuring-2.88 decimals, total area-11.5 decimals, Kharagpur Municipal Ward No.2, Holding No.342/323, I/d No:3045, and a 50 years old house constructed thereupon measuring-1,000 square feet, classified as-Bastu, hereinafter referred to as the below scheduled property, hereinafter referred to as the below scheduled property, as morefully shown in sketch map annexed hereto and butted and bounded as under:

ON THE NORTH	:	House of Roy Family
ON THE SOUTH	:	12' wide Municipal Road
ON THE EAST	:	House of Bose Family
ON THE WEST	:	30' wide Municipal Road

S. Beutalanga

C. B. Debnath

S. Bhattacharya

**SECOND SCHEDULE AS REFERRED TO ABOVE  
(Space Allocation)**

**PART-I : OWNERS ALLOCATION**

**OWNER ALLOCATION** - shall mean 35 % of the total constructed area comprising of G + 5 Building and thereafter in the same ratio in the event of any vertical expansion of the said G + 5 Building.

Refundable Security Deposit of Rs. 1,50,003/- (Rupees one lakh fifty thousand three) only repayable on possession of flat by 3 A/C Payee Cheques.

**PART- II : DEVELOPER'S ALLOCATION**

**DEVELOPER'S ALLOCATION** - shall mean rest of the G + 5 Multistoried building and thereafter in the same ratio in the event of any vertical expansion of the said G + 5 Building being 65% of the built up area.

**THIRD SCHEDULE AS REFERRED TO ABOVE  
(GENERAL SPECIFICATION)**

**(Specifications for construction of the Building and  
Fittings and fixtures to be provided in the Unit)**

**a) Foundation & Column:**

Earthquake resistant reinforced construction and cement concrete footing SAIL, Multigrade Cement Ultratech.

*S. Prabhacharya*  
*C. Prabhacharya*

*S. Prabhacharya*

**b) Super Structure:**

Earthquake resistant reinforced construction and cement concrete framed structure with necessary concrete block work SAIL, Multigrade Cement Ultratech.

**c) Flooring:**

Living, Dining, Bedrooms & Internal passage for 2BHK flat: Marble/ Tiles Johnson(Vitrified).  
Living, Dining, Bedrooms & Internal passage for 2BHK flat: Vitrified tiles.  
Kitchen & Balconies: Marble/ Tiles.  
Common Lobby & Staircase: Kota stone with marble border.  
Toilet flooring: Anti Skid ceramic tiles.

**d) Kitchen:**

Floor: Marble/ Tiles  
Dado: Ceramic tiles 4 feet above the counter.  
Sink: Stainless Steel  
Counter: Covered semi modular type.  
Cooking platform: Green Marble on RCC Slab.  
Fittings: CP fittings of Premium brand.  
Water Supply: Concealed PVC Piping of Supreme/Oriplast system for water.

**e) Toilets (one commode type)**

Floor: Anti-skid (preferably porcelain).  
Dado: (preferably porcelain) tiles upto 7 feet.  
Fittings: CP Fittings of premium brand (Jaquar/ Marc/Cera).  
Sanitary Wares: White porcelain WC of European with porcelain Cistern(Premium Brand).  
Wash Basin: White Porcelain(Premium Brand).

CP Fittings of Premium brand

CP Fittings of Premium brand

Sandeep Mishra  
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
Sandeep Kumar  
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
S. S. Mishra  
DIRECTOR

Door: Internal side laminated flash door.  
Water Supply: Concealed PVC Piping system for hot & cold water(Supreme/Oriplast).

f) **Wall:**

Internal: Putty finish with emulsion paint of Asian/Berger.

Common Area: Plaster of paris finish.

External: Weather coat paint on white cement primer (Emulsion Paint).

g) **Windows:**

Tightly framed with MS Grill with aluminum power coated standard section casement with glass inserts in each shutter.

h) **Balcony, Staircase & Railings:**

SS Grill.

i) **Door:**

Frame: Aluminum Frames(heavy section).

Main Door: Preferably of good quality Teak Wood Designed finished with both side polished flash door with 8 lever mortise lock.

j) **Electric:**

Wiring: PVC concealed multi strand FRLS Copper wire.

Switch: Modular type Premium Brand on hard fiber sheet.

k) **Parking Space:**

Covered Parking Space inside the campus.

C. S. Mishra

S. S. Mishra

S. S. Mishra

CITYSKY CONSTRUCTION PRIVATE LIMITED  
Sunder Kumar  
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED  
Shishir  
DIRECTOR

**I) Electric Supply:**

Electric Supply for the flat is to be taken from the W.B.S.E.D.C.L. by the Flat Owner on application for individual meter as per rule.

**J) Common Meter for common amenities:**

An association of all the Flat Owners shall apply for and have meter for Common amenities viz. Lighting for Parking Area, Lift, Staircase, Lobbies, Roofs, Gate, Pump and all other Common Amenities.

**K) Lift:**

Automatic Stainless Steel Cabin Lift(Kone or similar other brand).

**IN WITNESS WHEREOF** the parties have set and subscribed their respective hands and seals on the day month and year first written above.

This is an Development Agreement and for the purpose of registration of this Agreement the District Sub-Registrar-1; Paschim Medinipur has valued the same under the Provisions of The West Bengal Stamp (Prevention of undervaluation of instrument) Rules, 1994 has assessed the Market Value of the said Property at Rs. ..../- vide Query Form No: 2001330628...../2020 dated: 12.10.20.... and hence Non Judicial Stamp Paper alongwith e-remittance are accordingly paid.

This Development Agreement consists of 56 (fifty six) pages including 1(one) number of Non-Judicial Stamp Paper of Rs.5,000/- only along with finger impression pages and e-remittance of Rs...../- towards Stamp Duty other than Registration Fee;

C. Bhattacharya

S. Bhattacharya

S. Bhattacharya



1) Bhattacharya 2) Shankar Das

3) Shankar Das  
Signature of Owners

CITYSKY CONSTRUCTION PRIVATE LIMITED

1) Surojit Dutta DIRECTOR 2) Ashis Sen DIRECTOR  
Signature of Developer

CITYSKY CONSTRUCTION PRIVATE LIMITED

DIRECTOR

WITNESSES:

- 1) Santosh Das  
 s/o Suren Das, vidyasagarpur  
 P.O - Inda Dist - Paschim Medinipur.
- 2) Partha Sen  
 s/o Late A.R. Sen  
 Inda Kharagpur  
 Dist - Paschim Medinipur.

DRAFTED BY ME:

Surojit Dutta  
 (SUROJIT DUTTA: ADVOCATE)  
 JUDGE'S COURT: MIDNAPORE.  
 ENROLLMENT NO: F/941/930/87.

COMPUTERISED BY ME:

Ashis Sen  
 (ASHIS SEN: KHARAGPUR).

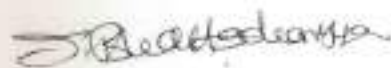
AS PER REGISTRATION ACT OF WEST BENGAL GOVERNMENT I/We,  
Owner(s)/ Developer(s) give my/our 10(ten) finger impressions of both hands.

**IMPRESSION OF LEFT HAND**

				
FIRST FINGER	SECOND FINGER	THIRD FINGER	FOURTH FINGER	FIFTH FINGER

**IMPRESSION OF RIGHT HAND**

				
FIRST FINGER	SECOND FINGER	THIRD FINGER	FOURTH FINGER	FIFTH FINGER



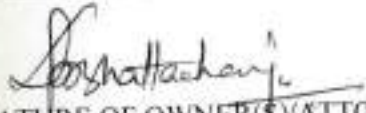
SIGNATURE OF OWNER(S)/DEVELOPER(S)

**IMPRESSION OF LEFT HAND**

				
FIRST FINGER	SECOND FINGER	THIRD FINGER	FOURTH FINGER	FIFTH FINGER

**IMPRESSION OF RIGHT HAND**

				
FIRST FINGER	SECOND FINGER	THIRD FINGER	FOURTH FINGER	FIFTH FINGER

  
SIGNATURE OF OWNER(S)/ATTORNEY(S)

**IMPRESSION OF LEFT HAND**

				
FIRST FINGER	SECOND FINGER	THIRD FINGER	FOURTH FINGER	FIFTH FINGER

**IMPRESSION OF RIGHT HAND**

				
FIRST FINGER	SECOND FINGER	THIRD FINGER	FOURTH FINGER	FIFTH FINGER

*C. Phalankar*

SIGNATURE OF OWNER(S)/ATTORNEY(S)

**IMPRESSION OF LEFT HAND**

				
FIRST FINGER	SECOND FINGER	THIRD FINGER	FOURTH FINGER	FIFTH FINGER

**IMPRESSION OF RIGHT HAND**

				
FIRST FINGER	SECOND FINGER	THIRD FINGER	FOURTH FINGER	FIFTH FINGER

*Sunder M. Cutler*

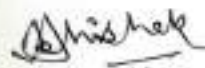
SIGNATURE OF OWNER(S)/DEVELOPER(S)

**IMPRESSION OF LEFT HAND**

				
FIRST FINGER	SECOND FINGER	THIRD FINGER	FOURTH FINGER	FIFTH FINGER

**IMPRESSION OF RIGHT HAND**

				
FIRST FINGER	SECOND FINGER	THIRD FINGER	FOURTH FINGER	FIFTH FINGER



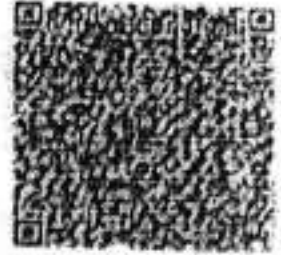
SIGNATURE OF OWNER(S)/DEVELOPER(S)



भारत सरकार  
Government of India



संजय भट्टाचार्य  
Sanjay Bhattacharyya  
जन्म वर्ष / Year of Birth : 1952  
पुरुष / Male



7673 9274 0106

आधार - सामान्य माणसाचा अधिकार

*S. Bhattacharyya*

स्थायी लेखा संख्या

/PERMANENT ACCOUNT NUMBER

ADOPB7086L

नाम /NAME

SANJAY BHATTACHARYYA

पिता का नाम /FATHER'S NAME

ANADI PRASAD BHATTACHARYYA

जन्म तिथि /DATE OF BIRTH

24-01-1952

हस्ताक्षर /SIGNATURE

*S. Bhattacharyya*

*K. Das*

आयकर आयुक्त, प.बं.-XI

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

*S. Bhattacharyya*



भारतीय अनादि प्रसाद प्राधिकरण  
Unique Identification Authority of India

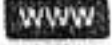
पत्ता S/O: अनादी प्रसाद भट्टाचार्या,  
गोमती सी एच एस एफ 2 2 \ 3  
सेक्टर 08 बी, सी बी डी बेलपुर, नवी  
मुंबई, ठाणे, कोंकण भवन, महाराष्ट्र,  
400614

Address: S/O: Anadi Prasad  
Bhattacharyya, Gomti CHS F 2 2 \ 3 Sector  
08 B, CBD, Belapur, Navi Mumbai, Thane,  
Konkan Bhavan, Maharashtra, 400614

7673 9274 0106

  
1947  
1800 300 1947

  
help@uidai.gov.in

  
www.uidai.gov.in

*S. Bhatnagar*





भारत सरकार  
Government of India



भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India

नामांकन क्रमांक / Enrollment No.: 0013/03024/02035

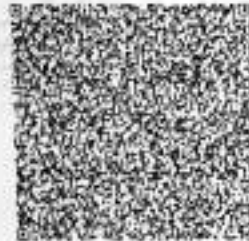
16/03/2012

To,  
चंचल भट्टाचार्य  
Chanchal Bhattacharya  
C/O A. P. Bhattacharya,  
9/11, 1st Floor,  
Subhash Nagar, VTC Subhash Nagar West,  
PO Tagore Garden, Sub District Rajouri Garden, District  
West Delhi,  
State: Delhi, PIN Code: 110027,  
Mobile: 9711544001

Ref: 26 / 26W / 5199 / 5412 / P



SB062330497FH



आपका आधार क्रमांक / Your Aadhaar No. :

**9870 8014 5645**

मेरा आधार, मेरी पहचान



भारत सरकार  
Government of India



चंचल भट्टाचार्य  
Chanchal Bhattacharya  
जन्म तिथि / DOB : 06/04/1960  
पुरुष / Male

*Chanchal Bhattacharya*

**9870 8014 5645**

16/03/2012

मेरा आधार, मेरी पहचान

आयकर विभाग  
INCOME TAX DEPARTMENT

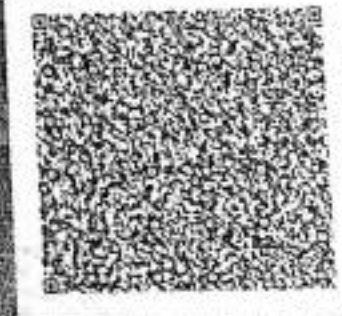


भारत सरकार  
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

AFPPB4567E



नाम / Name

GHANCHAL BHATTACHARYA

पिता का नाम / Father's Name

ANADI PRASAD BHATTACHARYA

जन्म तिथि / Date of Birth  
06/04/1960

हस्ताक्षर / Signature

23554



భారత ప్రభుత్వం  
GOVERNMENT OF INDIA



దేబ ప్రసాద్ భట్టాచార్జీ  
Deba Prasad Bhattacharjee

పుట్టిన సంవత్సరం/Year of Birth : 1950  
పురుషుడు / Male

8586 0578 8388



ఆధార్ - సామాన్యుని హక్కు



భారత విశిష్ట గుర్తింపు ప్రాధికార సంస్థ  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

చిరునామా: S/O అనాది ప్రసాద్  
భట్టాచార్జీ, 11-20-47/204 బాదాం  
సరూర్ నగర ఆప్టి. హుడా కాలనీస్,  
నెల్ రామలయం టెంపుల్, కోతపేట్,  
సరూర్ నగర్, రంగారెడ్డి, ఆంధ్రా ప్రదేశ్,  
500035

Address: S/O Anadi Prasad  
Bhattacharjee, 11-20-47/204  
Badam saroor negar aprta, Huda  
complex, Near ramalayam temple,  
Kothapet, Saroomagar,  
Rangareddi, Andhra Pradesh,  
500035



1947  
1800 115 1147



help@uidai.gov.in



www.uidai.gov.in



పా. బి.ఎ. నెం. 1947,  
బెంగళూరు-500001

*Deba Prasad Bhattacharjee*

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER  
ADGPB4482N



नाम /NAME  
DEBA PRASAD BHATTACHARJEE

पिता का नाम /FATHER'S NAME  
ANADI PRASAD BHATTACHARJEE

जन्म तिथि /DATE OF BIRTH  
10-12-1959

हस्ताक्षर /SIGNATURE

मुख्य आयकर अधिकारी, आंध्र प्रदेश  
Chief Commissioner of Income-tax, Andhra Pradesh



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ  
 ভারত সরকার  
 Unique Identification Authority of India  
 Government of India

ভালিকাভুক্তি নম্বর/ Enrolment No.: 2189/69452/54560

To  
 সন্দীপ চ্যাটার্জী  
 Sandeep Charterjee  
 S/O Swapan Chatterjee  
 CHITTARANJAN ENCLAVE FLAT NO-1/F  
 PANCHBERIA  
 Kharagpur (m)  
 Inda  
 Paschim Medinipur West Bengal - 721305  
 7001708793

Download Date: 18/03/2017

Generation Date: 09/03/2017

Signature valid



আপনার আধার সংখ্যা / Your Aadhaar No. :

**5241 1610 0070**

আমার আধার, আমার পরিচয়



ভারত সরকার  
 Government of India



সন্দীপ চ্যাটার্জী  
 Sandeep Charterjee  
 জন্মতারিখ/DOB: 11/10/1982  
 পুরুষ/ MALE

**5241 1610 0070**



আমার আধার, আমার পরিচয়

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SANDEEP CHATTERJEE

SWAPAN CHATTERJEE

11/10/1982

Permanent Account Number

AOBPC7653E

Signature



28122010

यह कार्ड के साथ / साथ ही प्रेषण किया जा रहा है।  
अपना पैसा सुरक्षित रखें, यह कार्ड को  
सुरक्षित रखें, सुरक्षित रखें,  
अपने अधिकार सुरक्षित रखें।  
बॉम्बे, पुणे - 411 005

If this card is lost / someone's lost card is found,  
please inform / return to:

Income Tax PAN Service Unit, NSDL,  
3rd Floor, Sappho's Chambers,  
Near Bazar Telephone Exchange,  
Basse, Pune - 411 005

Tel: 91-20-2721 8889, Fax: 91-20-2721 8881  
e-mail: [nsdl@nsdl.co.in](mailto:nsdl@nsdl.co.in)



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকার  
 ভারত সরকার  
 Unique Identification Authority of India  
 Government of India

প্রাধিকার নম্বর/ Enrolment No.: 2189/69452/54561

Generated On: 21/01/2018

Generated On: 21/01/2018

To  
 অভিষেক খান্দেকার  
 Abhishek Khandekar  
 S/O Ashok Kumar Khandekar  
 CHITTARANJAN ENCLAVE FLAT NO-4/E  
 PANCHBERIA  
 Kharagpur (m)  
 India  
 Paschim Medinipur West Bengal - 721305  
 9733817339



Signature valid



আপনার আধার সংখ্যা / Your Aadhaar No. :

**6748 4766 8602**

আমার আধার, আমার পরিচয়



ভারত সরকার  
 Government of India



অভিষেক খান্দেকার  
 Abhishek Khandekar  
 জন্মতারিখ/DOB: 21/01/1986  
 লিঙ্গ/ MALE

**6748 4766 8602**



আমার আধার, আমার পরিচয়

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

ABHISHEK KHANDEKAR

ASHOK KHANDEKAR

21/01/1986

Permanent Account Number

BXYPK6689K

  
Signature



PHOTO





भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

Enrollment No.: 1058/26089/06438

To  
Santosh Das  
S/O: Surendra Das  
VIDYASAGARPUR  
Kharagpur (m)  
India  
Paschim Medinipur Paschim Medinipur  
West Bengal 721305

12/09/2016

308820808

MA886208090FT



आपका आधार क्रमांक / Your Aadhaar No. :

**6379 5091 4276**

मेरा आधार, मेरी पहचान



भारत सरकार

Government of India



Santosh Das  
DOB : 22/05/1986  
Male



**6379 5091 4276**

मेरा आधार, मेरी पहचान

Santosh Das



Government of West Bengal  
Directorate of Registration & Stamp Revenue  
FORM-1564  
Miscellaneous Receipt

Visit Commission Case No / Year	1001000192/2020	Date of Application	12/10/2020
Query No / Year	10012001330628/2020		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Applicant Name of QueryNo	Mr S Dutta		
Stampduty Payable	Rs.10,071/-		
Registration Fees Payable	Rs.1,560/-		
Applicant Name of the Visit Commission	Mr Janmenjoy Das		
Applicant Address	kuikota midnapur		
Place of Commission	rabindra nagar midnapur		
Expected Date and Time of Commission	12/10/2020 7:00 PM		
Fee Details	J1: 250/-, J2: 200/-, PTA-J(2): 60/-, Total Fees Paid: 510/-		
Remarks			





Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE D.S.R. - I PASCIM MIDNAPORE, District Name :Paschim Midnapore

Signature / LTI Sheet of Query No/Year 10012001330628/2020

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Shri Sanjay Bhattacharyya Inda Vidyasagarpur, P.O:- Inda, P.S:- Kharagpur Town, District:-Paschim Midnapore, West Bengal, India, PIN - 721305	Land Lord			
2	Shri Chanchal Bhattacharya Inda Vidyasagarpur, P.O:- Inda, P.S:- Kharagpur Town, District:-Paschim Midnapore, West Bengal, India, PIN - 721305	Land Lord			
3	Shri Deba Prasad Bhattacharjee Inda Vidyasagarpur, P.O:- Inda, P.S:- Kharagpur Town, District:-Paschim Midnapore, West Bengal, India, PIN - 721305	Land Lord			

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Shri Sandeep Chatterjee Flat No- 1/F, Panchberia, P.O:- Inda, P.S:- Kharagpur Town, District:-Paschim Midnapore, West Bengal, India, PIN - 721305	Represent ative of Developer [Citysky Constructi on Private Limited ]			 12/10/2020
5	Shri Abhishek Khandekar Flat No-4/E, Panchberia, P.O:- Inda, P.S:- Kharagpur Town, District:-Paschim Midnapore, West Bengal, India, PIN - 721305	Represent ative of Developer [Citysky Constructi on Private Limited ]			 12/10/20
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Shri Santosh Das Son of Shri Surendra Das Inda Vidyasagarpur, P.O:- Inda, P.S:- Kharagpur Town, District:-Paschim Midnapore, West Bengal, India, PIN - 721305	Shri Sanjay Bhattacharyya, Shri Chanchal Bhattacharya, Shri Deba Prasad Bhattacharjee, Shri Sandeep Chatterjee, Shri Abhishek Khandekar			 12/10/20

(RABINDRANATH SAU)  
DISTRICT SUB-  
REGISTRAR

OFFICE OF THE D.S.R. - I  
PASCIM MIDNAPORE  
Paschim Midnapore, West  
Bengal



Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-202021-011445860-1

GRN Date: 13/10/2020 12:44:30

BRN: IK0ATELU19

Payment Mode Online Payment

Bank: State Bank of India

BRN Date: 13/10/2020 12:45:34

DEPOSITOR'S DETAILS

Name : sandeep Chatterjee  
Contact No. :  
E-mail :  
Address : Panchberia  
Applicant Name : Mr S Dutta  
Office Name :  
Office Address :  
Status of Depositor : Buyer/Claimants  
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 10

Id No. : 2001330628/10/2020  
(Query No./Query Year)

Mobile No. : +91 7478578365

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹ ]
1	2001330628/10/2020	Property Registration- Stamp duty	0030-02-103-003-02	5071
2	2001330628/10/2020	Property Registration- Registration Fees	0030-03-104-001-16	1560

In Words : Rupees Six Thousand Six Hundred Thirty One only

Total

6631

*Verified*

### Major Information of the Deed

Deed No :	I-1001-03283/2020	Date of Registration	13/10/2020
Query No / Year	1001-2001330628/2020	Office where deed is registered	
Query Date	12/10/2020 12:00:04 PM	1001-2001330628/2020	
Applicant Name, Address & Other Details	S Dutta Judges Court, Thana : Medinipur, District : Paschim Midnapore, WEST BENGAL, PIN - 721101, Mobile No. : 7478578365, Status : Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4310] Other than Immovable Property, Security Bond [Rs : 1,50,003/-], [4311] Other than Immovable Property, Receipt [Rs : 1,50,003/-]	
Set Forth value		Market Value	
Rs. 40,000/-		Rs. 75,83,400/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 10,071/- (Article:48(g))		Rs. 1,560/- (Article E, E, E, B, M(b), H)	
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: Paschim Midnapore, P.S.- Kharagpur Town, Municipality: KHARAGPORE, Road: Ward No 2, Mouza: INDA, JI No: 232, Pin Code : 721305

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-394 (RS :47,61 )	LR-11116	Commercial	Vastu	2.87 Dec	10,000/-	18,94,200/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L2	LR-394 (RS :47,61 )	LR-11117	Commercial	Vastu	2.87 Dec	10,000/-	18,94,200/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L3	LR-394 (RS :47,61 )	LR-11118	Commercial	Vastu	2.87 Dec	10,000/-	18,94,200/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L4	LR-394 (RS :47,61 )	LR-11119	Commercial	Vastu	2.88 Dec	10,000/-	19,00,800/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
<b>TOTAL :</b>					<b>11.49Dec</b>	<b>40,000 /-</b>	<b>75,83,400 /-</b>	
<b>Grand Total :</b>					<b>11.49Dec</b>	<b>40,000 /-</b>	<b>75,83,400 /-</b>	

**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Shri Sanjay Bhattacharyya (Presentant )</b> Son of Late Anadi Prasad Bhattacharjee Alias Bhattacharya Inda Vidyasagarpur, P.O:- Inda, P.S:- Kharagpur Town, District:-Paschim Midnapore, West Bengal, India, PIN - 721305 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADxxxxxx6L, Aadhaar No: 76xxxxxxxx0106, Status :Individual, Executed by: Self, Date of Execution: 12/10/2020 , Admitted by: Self, Date of Admission: 12/10/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 12/10/2020 , Admitted by: Self, Date of Admission: 12/10/2020 ,Place : Pvt. Residence
2	<b>Shri Chanchal Bhattacharya</b> Son of Late Anadi Prasad Bhattacharjee Alias Bhattacharya Inda Vidyasagarpur, P.O:- Inda, P.S:- Kharagpur Town, District:-Paschim Midnapore, West Bengal, India, PIN - 721305 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AFxxxxxx7F, Aadhaar No: 98xxxxxxxx5646, Status :Individual, Executed by: Self, Date of Execution: 12/10/2020 , Admitted by: Self, Date of Admission: 12/10/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 12/10/2020 , Admitted by: Self, Date of Admission: 12/10/2020 ,Place : Pvt. Residence
3	<b>Shri Deba Prasad Bhattacharjee</b> Son of Late Anadi Prasad Bhattacharjee Alias Bhattacharya Inda Vidyasagarpur, P.O:- Inda, P.S:- Kharagpur Town, District:-Paschim Midnapore, West Bengal, India, PIN - 721305 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADxxxxxx2N, Aadhaar No: 85xxxxxxxx8388, Status :Individual, Executed by: Self, Date of Execution: 12/10/2020 , Admitted by: Self, Date of Admission: 12/10/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 12/10/2020 , Admitted by: Self, Date of Admission: 12/10/2020 ,Place : Pvt. Residence

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Citysky Construction Private Limited</b> Chittaranjan Enclav, F/No-1C, Panchberia, P.O:- Inda, P.S:- Kharagpur Town, District:-Paschim Midnapore, West Bengal, India, PIN - 721305 , PAN No.:: AAxxxxxx1D, Aadhaar No: 54xxxxxxxx8785, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Shri Sandeep Chatterjee</b> Son of Swapan Chatterjee Flat No- 1/F, Panchberia, P.O:- Inda, P.S:- Kharagpur Town, District:-Paschim Midnapore, West Bengal, India, PIN - 721305, Sex: Male, By Caste: Hindu, Occupation: Private Service, Citizen of: India, , PAN No.:: AQxxxxxx3E, Aadhaar No: 52xxxxxxxx0070 Status : Representative, Representative of : Citysky Construction Private Limited (as Directors)
2	<b>Shri Abhishek Khandekar</b> Son of Ashok Kumar Khandekar Flat No-4/E, Panchberia, P.O:- Inda, P.S:- Kharagpur Town, District:- Paschim Midnapore, West Bengal, India, PIN - 721305, Sex: Male, By Caste: Hindu, Occupation: Private Service, Citizen of: India, , PAN No.:: BXxxxxxx9K, Aadhaar No: 67xxxxxxxx8602 Status : Representative, Representative of : Citysky Construction Private Limited (as Directors)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Shri Santosh Das</b> Son of Shri Surendra Das Inda Vidyasagarpur, P.O:- Inda, P.S:- Kharagpur Town, District:-Paschim Midnapore, West Bengal, India, PIN - 721305			
Identifier Of Shri Sanjay Bhattacharyya, Shri Chanchal Bhattacharya, Shri Deba Prasad Bhattacharjee, Shri Sandeep Chatterjee, Shri Abhishek Khandekar			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Shri Sanjay Bhattacharyya	Citysky Construction Private Limited-0.956667 Dec
2	Shri Chanchal Bhattacharya	Citysky Construction Private Limited-0.956667 Dec
3	Shri Deba Prasad Bhattacharjee	Citysky Construction Private Limited-0.956667 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	Shri Sanjay Bhattacharyya	Citysky Construction Private Limited-2.87 Dec

**Transfer of property for L3**

Sl.No	From	To. with area (Name-Area)
1	Shri Chanchal Bhattacharya	Citysky Construction Private Limited-2.87 Dec

**Transfer of property for L4**

Sl.No	From	To. with area (Name-Area)
1	Shri Deba Prasad Bhattacharjee	Citysky Construction Private Limited-2.88 Dec

**Land Details as per Land Record**

District: Paschim Midnapore, P.S:- Kharagpur Town, Municipality: KHARAGPORE, Road: Ward No 2, Mouza: INDA, JI No: 232, Pin Code : 721305

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 394, LR Khatian No:- 11116	Owner:কমলা ভট্টাচার্য, Gurdian:অনাদ প্রসাদ, Address:নিজ , Classification:বাড়, Area:0.02870000 Acre,	Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 394, LR Khatian No:- 11117	Owner:সঞ্জয় ভট্টাচার্য, Gurdian:অনাদ প্রসাদ, Address:নিজ , Classification:বাড়, Area:0.02870000 Acre,	Shri Sanjay Bhattacharyya



L3	LR Plot No:- 394, LR Khatian No:- 11118	Owner:চকল ভট্টাচার্য, Gurdian:অনাদ প্রসা, Address:নিজ , Classification:বাস্ত, Area:0.02880000 Acre,	Shri Chanchal Bhattacharya
L4	LR Plot No:- 394, LR Khatian No:- 11119	Owner:দেবপ্রসাদ ভট্টাচার্য, Gurdian:অনাদ প্রসা, Address:নিজ , Classification:বাস্ত, Area:0.02880000 Acre,	Shri Deba Prasad Bhattacharjee

**On 12-10-2020**

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

Presented for registration at 20:05 hrs on 12-10-2020, at the Private residence by Shri Sanjay Bhattacharyya , 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 75,83,400/-

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

Execution is admitted on 12/10/2020 by 1. Shri Sanjay Bhattacharyya, Son of Late Anadi Prasad Bhattacharjee Alias Bhattacharyya, Inda Vidyasagarpur, P.O: Inda, Thana: Kharagpur Town, , Paschim Midnapore, WEST BENGAL, India, PIN - 721305, by caste Hindu, by Profession Retired Person, 2. Shri Chanchal Bhattacharyya, Son of Late Anadi Prasad Bhattacharjee Alias Bhattacharyya, Inda Vidyasagarpur, P.O: Inda, Thana: Kharagpur Town, , Paschim Midnapore, WEST BENGAL, India, PIN - 721305, by caste Hindu, by Profession Retired Person, 3. Shri Deba Prasad Bhattacharjee, Son of Late Anadi Prasad Bhattacharjee Alias Bhattacharyya, Inda Vidyasagarpur, P.O: Inda, Thana: Kharagpur Town, , Paschim Midnapore, WEST BENGAL, India, PIN - 721305, by caste Hindu, by Profession Retired Person

Indetified by Shri Santosh Das, , , Son of Shri Surendra Das, Inda Vidyasagarpur, P.O: Inda, Thana: Kharagpur Town, , Paschim Midnapore, WEST BENGAL, India, PIN - 721305, by caste Hindu, by profession Business

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

Execution is admitted on 12-10-2020 by Shri Sandeep Chatterjee, Directors, Citysky Construction Private Limited (Private Limited Company), Chittaranjan Enclav, F/No-1C, Panchberia, P.O:- Inda, P.S:- Kharagpur Town, District:- Paschim Midnapore, West Bengal, India, PIN - 721305

Indetified by Shri Santosh Das, , , Son of Shri Surendra Das, Inda Vidyasagarpur, P.O: Inda, Thana: Kharagpur Town, , Paschim Midnapore, WEST BENGAL, India, PIN - 721305, by caste Hindu, by profession Business

Execution is admitted on 12-10-2020 by Shri Abhishek Khandekar, Directors, Citysky Construction Private Limited (Private Limited Company), Chittaranjan Enclav, F/No-1C, Panchberia, P.O:- Inda, P.S:- Kharagpur Town, District:- Paschim Midnapore, West Bengal, India, PIN - 721305

Indetified by Shri Santosh Das, , , Son of Shri Surendra Das, Inda Vidyasagarpur, P.O: Inda, Thana: Kharagpur Town, , Paschim Midnapore, WEST BENGAL, India, PIN - 721305, by caste Hindu, by profession Business

*Rabindranath Sau*

**RABINDRANATH SAU**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - I PASCIM**  
**MIDNAPORE**  
**Paschim Midnapore, West Bengal**

**On 13-10-2020**

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

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

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,560/- ( B = Rs 1,500/- ,E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,560/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/10/2020 12:45PM with Govt. Ref. No: 192020210114458601 on 13-10-2020, Amount Rs: 1,560/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0ATELU19 on 13-10-2020, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**


Certified that required Stamp Duty payable for this document is Rs. 10,071/- and Stamp Duty paid by Stamp Rs 5,000/- by online = Rs 5,071/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 8828, Amount: Rs 5,000/-, Date of Purchase: 05/10/2020, Vendor name: Suchismita Kar

2. Stamp: Type: Court Fees, Amount: Rs. 10/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/10/2020 12:45PM with Govt. Ref. No: 192020210114458601 on 13-10-2020, Amount Rs: 5,071/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0ATELUI9 on 13-10-2020, Head of Account 0030-02-103-003-02



**RABINDRANATH SAU**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - I PASCIM**  
**MIDNAPORE**  
**Paschim Midnapore, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1001-2020, Page from 71233 to 71316

being No 100103283 for the year 2020.



Digitally signed by RABINDRANATH SAU  
Date: 2020.10.13 14:44:13 +05:30  
Reason: Digital Signing of Deed.

*Rabindranath Sau*

**(RABINDRANATH SAU) 2020/10/13 02:44:13 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I PASCIM MIDNAPORE  
West Bengal.**

**(This document is digitally signed.)**

ক্রমিক নং 8828 তারিখ ১০.১০.২০২০ জেলা পশ্চিম মেদিনীপুর  
নাম City Sky Construction Private Limited  
স্বাক্ষর Panchbena  
পোঃ Inda স্থানাঙ্ক Map (T)

এস.ডি ও অফিস খড়্গ: পূর  
Suchismita Kar  
ভেভার গুচিস্মিতা কর

S. Bhattacharya V.C.T. No 441

S. Bhattacharya  
১০০০০/- = ১০০০০.০০  
Rs. Five thousand only

V.C.T. No 442

C. Bhattacharya

V.C.T. No 443

S. Bhattacharya

V.C.T. No 444

CITYSKY CONSTRUCTION PRIVATE LIMITED  
Sandeep Chatterjee  
DIRECTOR



V.C.T. No 445

CITYSKY CONSTRUCTION PRIVATE LIMITED  
Abhishek  
DIRECTOR

V.C.T. No 446

Registrar U/S 7 (2)  
of Registration Act  
1908 Paschim Medinipur

Santosh Das

S/o Suren Das  
Inda Vidyasagar Pur  
Dist Paschim Medinipur  
P.O. - 721305

12 OCT 2020