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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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26/04/23

Certified that the Document is Admitted for
Registration.
The Signature Sheets and the Endorsement
Sheets attached herewith are the parts of
this Document.

[Signature]

Addr. District Sub-Registrar Kharagpur.

26 APR 2023

Anamika Das

DEVELOPMENT AGREEMENT

THIS Development Agreement is made on this 26th day of
April, 2023,

[Signature]

CITYSKY CONSTRUCTION PRIVATE LIMITED

[Signature]
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED

[Signature]
DIRECTOR



Anamika Das

Anamika Das

BETWEEN

Mrs. ANAMIKA DAS, wife of **Mr. Subir Kumar Das**, by faith-**Hindu**, by Nationality-**Indian**, by Occupation- **House wife**, resident at **Purba Inda, Jafala Road, Near Satish Mistanna Bhandar, Ward No- 01, P.O.- Inda, P.S.- Kharagpur (Town), Dist- Paschim Medinipur, Pin No- 721305, State- West Bengal, PAN No- CLJPD0718G, Aadhaar No- 2464 3208 5051**, hereinafter referred to as "**OWNER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, representatives and assigns) of the **FIRST PART.**



CITYSKY CONSTRUCTION PRIVATE LIMITED

DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED

DIRECTOR



Sandeep Chatterjee



Abhishek Khandekar

AND

"CITYSKY CONSTRUCTION PRIVATE LIMITED" PAN No- **AAICC5951D**, a company incorporation under Section 8 of the Companies Act 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014, having its registered office at **C/O- Sarbari Sarkar, Chittaranjan Enclave, F/ No- 1C, Panchberia, P. O.- Inda, P.S.- Kharagpur (Town), District- Paschim Medinipur, Pin No- 721305, State- West Bengal** Represented by its Directors
(1) Mr. SANDEEP CHATTERJEE, son of Mr. Swapan Chatterjee, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at Chittaranjan Enclave, Flat No- 1/F, Panchberia, P. O.- Inda, P.S.- Kharagpur (Town), District- Paschim Medinipur, Pin No- 721305, Aadhaar No- 524116100070, Pan No- AQBPC7653E.
(2) Mr. ABHISHEK KHANDEKAR, son of Mr. Ashok Kumar Khandekar, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at Chittaranjan Enclave, Flat No- 4/E, Panchberia, P. O.- Inda, P.S.- Kharagpur (Town), District- Paschim Medinipur, Pin No- 721305, Aadhaar No- 674847668602, Pan No- BXYPK6669K hereinafter referred to as **"THE DEVELOPER"** (which expression shall unless excluded by or repugnant to the context or meaning thereof shall mean and include its successors-in-interest/ office and/or permitted assigns) of the **SECOND PART.**

Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED

Abhishek Khandekar
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED

Sandeep Chatterjee
DIRECTOR

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NOW THE FIRST PART HAS MADE REPRESENTATION TO THE DEVELOPERS AS FOLLOWS.

A. WHEREAS the land measuring **10.50** Decimal in R.S. Plot No- **635 & 636** under R.S. Khatian No- **153** within Mouza- **Inda**, J.L. No- **232** under P.S.- **Kharagpur (Town)**, Dist- **Paschim Medinipur** and more land previously belonged to **Smt. Prativa Sundari Dasi**, wife of Late Abani Bhushan Das an while she was in possession over the schedule property alongwith other properties, she transferred the schedule property alongwith other properties to her son **Debkumar Das**, son of Late Abani Bhushan Das through registered deed of "Nirupan Patra", vide Deed No- **3144**, dated- **25.10.1971** registered at A.D.S.R. Office Kharagpur by "GA" Schedule and being recorded in Book No- **I**, Volume No- **48**, Pages from **28** to **39**. being No- **3144** in the year of **1971** and by virtue of that Nirupan Patra Deed said **Debkumar Das** became the absolute owner of the schedule property alongwith other properties and subsequently he recorded his name in the present L.R.R.O.R. Settlement record under L.R. Khatian No- **6049** and the R.S. Plot No- **635 & 636** converted to L.R. Plot No- **4811 & 4812** and by virtue of that Nirupan Patra Deed and L.R. Record said **Debkumar Das** became the absolute owner of the schedule property alongwith other properties and while he was in possession over the said schedule property alongwith other properties, he died intestate leaving behind him, his widwod wife **Smt. Shyamali Das** and two son and daughter namely **Sri Subir Kumar Das & Smt. Sisirkana Dey**, wife of Sri Tapan Kumar Dey as his sole body of legal heirs and successors as per Hindu Succession Act. and thereby they inherited the said schedule property alongwith other properties in equal share left by their deceased husband / father **Late Debkumar Das**.

AND WHEREAS said **Smt. Shyamali Das, Subir Kumar Das & Smt. Sisirkana Dey** while was in jointly peaceful possession over the said

Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED
DIRECTOR
Shyamali Das

CITYSKY CONSTRUCTION PRIVATE LIMITED
DIRECTOR
Sandeep Chatterjee

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schedule property alongwith other properties, said **Smt. Shyamali Das & Smt. Sisirkana Dey** jointly transferred their 2/3rd share to their son / brother namely **Subir Kumar Das** through registered deed of Gift, vide Deed No- **499**, dated- **25.01.2019** registered at D.S.R.- 1 Paschim Medinipur and by virtue of that Gift deed and inheritance said **Subir Kumar Das** became the absolute owner of the schedule property alongwith other properties and subsequently he recorded his name in the present L.R.R.O.R. Settlement Record under L.R. Khatian No- **10058** and by virtue of that Gift deed, inheritance and L.R. Record said **Subir Kumar Das** became the absolute owner of the schedule property alongwith other properties and while he was in possession over the said schedule property alongwith other properties, he transferred **05** Decimal land in R.S. Plot No- **635**, L.R. Plot No- **4811 & 5.50** Decimal land in R.S. Plot No- **636**, L.R. Plot No- **4811** both plots are under L.R. Khatian No- **10058** within Mouza- **Inda**, J.L. No- **232** under P.S.- **Kharagpur (Town)**, Dist- **Paschim Medinipur** to his wife **Mrs. Anamika Das** (the instant owner) through registered deed of Gift, vide Deed No- **4877**, dated- **11.07.2022** registered at D.S.R.- 1 Paschim Medinipur and subsequently the instant owner **Anamika Das**, wife of Mr. Subir Kumar Das recorded her name in the present L.R.R.O.R. Settlement record under L.R. Khatian No- **12525** and by virtue of that gift deed and L.R. Record instant owner **Anamika Das**, wife of Mr. Subir Kumar Das became the absolute owner of the schedule property with absolute possession with right, title, interest over the same by paying rent at the Shresta of State of West Bengal and she has valid right, title, interest and peaceful possession over the same.

Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED
DIRECTOR
Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED
DIRECTOR
Sandeep Maiti

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- B** The first Part "**OWNER**" desirous of getting the "**Said Premises**" developed through the Second part "**Developers**" by way of construction of multi-storied building subject to sanctions being obtained from the Kharagpur Municipality and/or such other appropriate authority/ authorities.
- C.** The First Part represented to the Second Part that they are the absolute Owner of the "**Said Premises**" and there is no legal impediment for them to enter into this Agreement for Joint Venture.
- D.** The First Part, herein confirm that so far as he is aware, there is no demand of any amount by any recovery officer of any other statutory authorities against the said premises or the said premises is not affected by any certificate order of any court or authorities, The first part, further states that the said premises is not affected by any scheme or notice or prohibitory order or notice of acquisition or requisitions, She further declares that the said premises is not charged or mortgaged nor the same is charged for payment of any amount under any order of statutory bodies and the said property is free from all encumbrances whatsoever.
- E.** That the right title and interest of the Owner in the said premises save as stated hereinabove is free from all encumbrances and Owner have a marketable title to the same as on date of signing this agreement.
- F.** That the Owner have not entered into any Agreement for Sale, Lease, Development or otherwise for transfer and/ or development of the said premises mentioned hereinabove or any part or portion thereof in favour of anyone other than in favour of the proposed Developer herein.

Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED
Dishesh
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED
Sandeep Katti
DIRECTOR

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- G.** That the Owner is fully and sufficiently entitled to deal with and cause development of the said premises mentioned hereinabove except of the tenants and thus entering into this Agreement.
- H.** The Owner shall not be liable for any income Tax, Service Tax, GST or any other Taxes in respect of Developer's allocation and the Developer shall have to make the same and keep the Owner indemnified and reimbursed against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The Owner shall not also be liable for meeting any obligations towards the labour/ workman/ employees relating to the construction/ project. In case any liability arises in respect of developer's allocation on the owner, developer will indemnify or reimburse the Owner for the same.

Anamika Das

THE DEVELOPER HEREIN REFERRED TO AS SECOND PART HAS REPRESENTED TO THE FIRST PART AS FOLLOWS.

- A. WHEREAS** the Second Part is a Development Company and has financial capacity and technical skill, experience, and expertise to construct the proposed building and/ or develop the side landed property The Second Part has been rendered incapable of constructions and developing any property by any court, tribunal and statutory body either in the past or at the time of entering into this agreement. The Second possesses all necessary Trade license and other permission and is also authorized by the law of this land to enter this Joint Venture Agreement and develop the said premises by demolishing the existing structure.

CITYSKY CONSTRUCTION PRIVATE LIMITED
Sobhishobh
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED
Sandeep Katti
DIRECTOR

AND WHEREAS the Second part agree or develop the said premises on the basis of such representations made by the first same to be true and relying upon the same.



B **AND WHEREAS** the First Part herein have agreed to allow the Second Part and the second Part has agreed to develop the said premises on joint venture basis at its cost & expenses by constructing a **G + 4** storied building on the "**Said Premises**" and the owner shall be entitled to **33%** of the total constructed area of the building.

C. **AND WHEREAS** the Second Part has perused the title deeds and other documents relating to the premises and has also inspected the site and is prima facie satisfied with title of the property.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

ARTICLE- I

DEFINITIONS.

A. IN THIS AGREEMENT UNLESS IT IS CONTRARY OR CONTEXT THE FOLLOWING WORDS AND OR EXPRESSIONS SHALL MEAN AS FOLLOWS.

- i.** "**OWNER**" shall mean the Owner above named being with **Mrs. ANAMIKA DAS**, wife of **Mr. Subir Kumar Das**, by faith-**Hindu**, by Nationality-**Indian**, by Occupation- **House wife**, resident at **Purba Inda, Jafala Road, Near Satish Mistanna Bhandar, Ward No- 01, P.O.- Inda, P.S.- Kharagpur (Town), Dist- Paschim Medinipur, Pin No- 721305, State- West Bengal, PAN No- CLJPD0718G, Aadhaar No- 2464 3208 5051** and her heirs, executors, administrators, successors, legal representatives.

Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED
Dishishere DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED
Sandeep Chhtri. DIRECTOR



- ii. **“DEVELOPER”** shall mean **“CITYSKY CONSTRUCTION PRIVATE LIMITED”** PAN No- **AAICC5951D**, a company incorporation under Section 8 of the Companies Act 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014, having its registred office at **C/O- Sarbari Sarkar, Chittaranjan Enclave, F/ No- 1C, Panchberia, P. O.- Inda, P.S.- Kharagpur (Town), District- Paschim Medinipur, Pin No- 721305, State- West Bengal** Represented by its Directors (1) **Mr. SANDEEP CHATTERJEE, son of Mr. Swapan Chatterjee, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at Chittaranjan Enclave, Flat No- 1/F, Panchberia, P. O.- Inda, P.S.- Kharagpur (Town), District- Paschim Medinipur, Pin No- 721305, Aadhaar No- 524116100070, Pan No- AQBPC7653E. (2) Mr. ABHISHEK KHANDEKAR, son of Mr. Ashok Kumar Khandekar, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at Chittaranjan Enclave, Flat No- 4/E, Panchberia, P. O.- Inda, P.S.- Kharagpur (Town), District- Paschim Medinipur, Pin No- 721305, Aadhaar No- 674847668602, Pan No- BXYPK6669K**
- iii. **“SAID PREMISES”** shall mean ALL THAT piece and parcel of Bastu land of **10.50 Decimals** and which is fully described in the aforesaid Parts of this Development Agreement also described in the First Schedule hereunder written on which the new proposed building as to be constructed. The Developer has measuring the area and is satisfied with the measurement thereof.
- iv. **“ARCHITECT”** shall mean **SOUNAK KUMAR DAS. C/o Saibal Ghosh, 1/123 Naktala, NSC Bose Road, Near Naktala Post Office, Kolkata- 700047, as the Architect for the project after examining Architect's good track record and reputation for such project by the Developer.**

Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED
Abhishek
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED
Sounak Kumar Das
DIRECTOR

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- v. **"BUILDING PLAN"** shall the proposed maps or plans as to be sanctioned by the Kharagpur Municipality and its subsequent modification/ amendment in the said plans which is to be sanctioned by the developer. The building shall be for commercial as well as residential use.
- vi. **"NEW BUILDING"** shall mean a **G + 4** storied building, including shop and car parking space atc., to be constructed and completed in the said premises by the Developer at its cost and expenses in accordance with the building plan to be sanctioned by the Kharagpur Municipal in pursuance hereof on the land described hereinabove.
- vii. **"OWNERS ALLOCATION"** shall mean **33%** of the total constructed area of the building.

TOGETHER WITH undivided proportionate share of the land and the proportionate common areas including roof. It is clarified that all the rest area, i.e. **67%** of the total constructed area of the building shall belong to the Developer, including roof, staircase which shall be common to other occupiers/ Owners, subject to sanction of plan by the Kharagpur Municipality.

- vii. **"DEVELOPER'S ALLOCATION"** shall mean **67%** rest flats in the floor and the rest common parking area in the ground floor of the premises of the constructed area and/ or built up area and/ or Super built-up area excluding the Owner allocation, **TOGETHER WITH** undivided proportionate common to other occupier/ Owner in the said building.

Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED
DIRECTOR

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- viii. **“COMMON EXPENSES”** shall means and include all expenses to be incurred by the Unit Owner for the management and maintenance of the building and the premises after obtaining possession/occupancy certificate from the Builder or owner, which is to be obtained at the cost and effort of the Developer.
- ix. **“COMMON PORTIONS, FACILITIES & AMENITIES”** shall mean all the common areas and installations comprised in the new building and the premises, including, staircase, lobbies, passages, path ways, boundary walls, service areas and other facilities, which may be mutually agreed upon by and between the parties in writing as required for the establishment, location, enjoyment, provisions maintenance and/ or management of the building.
- x. **“PROJECT”** shall mean the entire work of development from demolition of the existing structure, sanction of plane, constructions and completion of building in complete and finished condition, obtaining of occupancy certificate and completion of essential services like water, sewerage and electricity and handing over possession to the Owner, which shall be at the entire cost of the Developer save and except which are specifically agreed herein.
- xi. **“PROPORTIONATE BUILDING SHARE”** with all its cognate variations shall mean such ratio the covered area of any unit or units be in relation to the entire area in the new building.
- xii. **“UNIT”** shall mean any flat or other covered area or shops in the new building, which is capable of being exclusively owned, used and. or enjoyed by the respective Unit Owner and which is not the common portions.

Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED
Dishesh
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED
Sandeep Kulkarni
DIRECTOR



- xiii. **“UNIT OWNERS”** shall mean any person who acquires holds and/ or owns any unit in the new building as per agreed terms primarily and shall include the Owner and the Developer, for the units held by them.
- xiv. **“COMPLETION TIME”** The building shall be completed within **30 (thirty) Months** form the date of this Agreement, and whichever is later subjected to a grace period of another **06 (six) months**.
- xv. **“SOCIETY”** shall mean the Society or Association to be formed for the purpose of maintenance of the new building and the premises and for collecting and defraying the common expenses provided that until such Association is formed the Developer shall be entitled to manage and/ or maintain the new building and the premises and to collect the common expenses as mutually agreed upon by the Owner and the Developer. The Developer shall take initiative to form an association/ society within one year from the date of obtaining Completion Certificate.
- xvi. **“SPECIFICATIONS”** shall mean the specifications for completing the new building as stated in the **SECOND SCHEDULE** hereto.
- xvii. **“ADVOCATE”** to the project shall mean **Mr. Koushik Kar, Advocate, Judge’s Court, Midnapore.**
- xiii. **“TRANSFEREE”** shall mean the unit Owners, person, firm, limited company, and association of persons to whom any flat or space in the building shall be transferred.

Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED

Diprishi Das
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED

Sandeep Kumar
DIRECTOR

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ARTICLE- II

COMMENCEMENT.

1. *This agreement shall be in force from the date of signing hereof.*
2. *This Agreement shall continue till full performance hereof by the Owner and the Developer. However, in case of any dispute, termination, non-performance, or substantial breach of this contract, the parties will go for Arbitration as given hereunder.*

ARTICLE- III

DEVELOPER'S PRIMARY OBLIGATION.

1. *The Developer will incur all expenses and other out goings relating to the land for setting right the papers.*

ARTICLE- IV

DEVELOPER'S RIGHT & REPRESENTATION.

1. *The Owner hereby grant, subject to what has been hereunder provided, exclusive right to the Developer to develop the said premises and construct the new building at the said premises in accordance with the new plan or plans as to be sanctioned by the Kharagpur Municipality and/ or by any other appropriate authority with or without any amendment and/ or modification in the manner stated above.*
2. *The Owner hereby empowers and authorizes the Developer to do this project in connection with the said property as described in the schedule hereunder written such as to sell or any kind of transfer of the Developer's Allocation through registered deeds and to take water or electric connection therein and also to execute any document, declaration or affidavit the interest of the project etc. to appoint different type of*

Anamika Das

Devinshree
DIRECTOR
CITYSKY CONSTRUCTION PRIVATE LIMITED

Sudesh Kulkarni
DIRECTOR
CITYSKY CONSTRUCTION PRIVATE LIMITED

professional men, to appoint advocate, to receive part or full consideration money on the Developer's Allocation, to negotiate any matter for the said property etc. and for the same The Owner shall execute and register a separate General Power of Attorney in favour of the Developer and this power shall remain in force till the completion of registration only in respect of the Developer's Allocation in favour of the intending Purchasers.

3. All applications, plans and other papers and documents, as may be requires by the Developer for obtaining necessary sanction of plan/ revise plan from the Kharagpur Municipality, shall be prepared and submitted by the Developer on behalf of the Owner at the cost and expenses of the Developer, and the Owner shall sign and execute all such plans and applications, other papers and documents as and when necessary, and the Developer shall pay and bear all fees charges and expenses as required to be paid of deposited for obtaining sanction of plan and development of the said premises including Architect's fees/ any other statutory fees etc. and the Owner shall have no responsibilities to bear any cost whatsoever.

4. Save and except the Owner allotted portion, the Developer shall have full right to execute any agreement for sale in respect of the Developer's allocation. However, in the agreements for sale, this Development Agreement shall be recited and there shall also be a clause stating that the Owner shall not be responsible for any money received by the Developer either himself or through Power of Attorney pursuant to the Agreement for sale, as the same shall be realized by the Developer without reference to the Owner.

Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED
DIRECTOR

Handwritten initials/signature.

5. *The Developer shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a G + 4 storied building thereon in accordance with the building plan to be sanctioned by the concerned Kharagpur Municipality.*
6. *That the Developer shall install in the said building at its own costs pump operated water connection through water lines in each floors/flats, water storage tanks, overhead water reservoir with suitable pump, electric wiring and installations other electrical things and also other facilities as are required to be provided in the new building constructed for sale of the flats therein on ownership basis and as mutually agreed upon.*

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Anamika

ARTICLE- V

DEVELOPER'S OBLIGATIONS.

1. *Immediately after the execution of this Agreement, the developer shall at its own cost and expenses prepare or cause to be prepared a plan for construction and erection of a new building at the said premises, and the Developer shall submit the same before the Kharagpur Municipality for sanction with prior consent of the Owner.*
2. *The Developer shall deliver to the Owner one copy each of all the sanctioned plans & drawings certified by the Developer to be true copy and also deliver to the Owner copies of all papers and documents that are to be submitted by the Developer to the Kharagpur Municipality or any other authority for the purpose of development and construction of the building.*

CITYSKY CONSTRUCTION PRIVATE LIMITED

Shishir
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED

Sandeep
DIRECTOR

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3. *The Developer shall use and/ or cause to be used good building materials as shall be specified by the licensed building surveyor or registered Architect of the Building PROVIDED HOWEVER proportion and quality of such materials shall confirm to the accepted standard of Specification and the building rules regulations and/ or order in force for the time being.*
4. *The building shall be erected, constructed and completed by the Developer as the specification provided in Second Schedule hereunder written and all flat/ units as well as common areas and facilities shall consist of and be provided with such materials, fixtures, fittings and facilities, under any circumstances, irrespective of any ground of whatsoever, the Developer shall not be entitled to claim or demand any payment of whatsoever nature from the Owner in respect of erection, construction and completion of the said Owner allocated portion/ portions or for any part of the building, as the entire building as also the entire project shall be at the cost and expenses of the Developer.*
5. *The Developer shall construct and complete the Building under its direct supervision and control as per the sanctioned plan and with the best workmanship and like manner and shall comply with all statutory provisions, regulations, building rules and statutory stipulations from time to time to be imposed or as would be made applicable.*
6. *All costs, charges, fees levies, imposition, statutory payments, taxes and expenses of whatever name called for erections, construction and completion of the said building its materials, fittings and fixtures in all respect, including connections of water, sewerage, electricity in accordance with law and other amenities for the building shall be paid and borne by the respective unit Owners.*

Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED

Dishank
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED

Sandeep K. Mittal
DIRECTOR



7. *The Developer shall be responsible and liable for payment of and/or meeting all costs, charges, fees, levies and expenses of the building materials, workman, labours contractors and all permissions, license, quota as and other requirement for erections, construction and completion of the building in totality. The Developer shall, at its own costs and expenses cause for progress of erection, construction and ultimate completion of the Building within the time specified hereinabove.*

8. *While dealing with and/ or entering into any Agreements and/ or dealing with commitments relating to the Developer's allocated portion or any part thereof, the Developer shall fully comply with, observe, fulfill and perform the requirement under the law and ensure fulfillment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter.*

9. *In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever, including injury and/or damage to any person or persons or property of or any loss of life, the Developer shall be solely liable and responsible for the same and the consequences arising therefore in all respect and shall at all point of time keep the Owner indemnified for the same and all consequences. It is specifically agreed and understood that the Owner shall not be responsible and/or liable either for any act of negligence or mode and manner of construction, defects, deviations, damages or any proceedings if initiated by any person(s) and/or authority relating to and or arising out of erection, construction or completion of the said newly proposed building or any part thereof. All actions, suits, claims, proceedings and consequences, prosecuted and compiled with and faced by the Developer at its own costs and expenses and the Developer shall keep the Owner indemnified from all or any loss, damages, cost and consequences, suffered or incurred there from.*

Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED
Dy. Director

CITYSKY CONSTRUCTION PRIVATE LIMITED
Sudip Chatterjee
DIRECTOR



10. Notwithstanding anything contained or stated herein, all labours, workers, supervisors and other employees or persons by whatever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be employed by the Developer, the Owner shall not be responsible or liable for meeting any obligations in any manner whatsoever. In case the Owner becomes responsible or liable on any account relating to labour, workman, etc. Developer will indemnify/ reimburse the Owner there for.
11. The Developer shall be solely responsible for and make and pay all payments, wages, dues, contributions, entitlements contractual and/or statutory obligations and requirements of the workman, supervisors, workers, labours, employees, architects and others by wherever me called or described, appointed, deputed or engaged or required or put on site for the erections, construction and completion of the said newly proposed building and every part thereof and the Owner shall under no circumstances be deemed to be the employer and no responsibility and/or liability will shift upon the Owner indemnified from all or any claim, damages, payments, costs and consequences suffered or incurred there form.
12. The Developer shall be duty bound to complete the Owner allocated portion in all respect with all fixtures fittings and installations including domestic water and sewerage, electricity connections as well as common areas and facilities and make the same fully habitable for use within the said **30 Months** from the date of execution of this agreement and unless prevented by Force Majeure for which an additional period of **06 months** is allowed.

Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED
Dhishesh DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED
Sandeep K. H. DIRECTOR

13. That the Developer shall make correspondence or negotiation or advertise for sale of the residential/ commercial units of developer allocation to any third part/ parties at such price to be determined by the Developer at its own discretion.

ARTICLE- VI

OWNER'S OBLIGATIONS.

1. The Owner shall sign and execute all plans, drawings, specification, elevations, forms, applications and all other papers and verify and affirm required affidavits other declarations as may be required from time to time for all or any permissions, consent, sanction or licenses required under the law in connection with or relating to or arising out of construction, erection and completion of the said building or as may be required from time to time in accordance with law in order to expedite/ facilitate the process for obtaining necessary clearances with all spending cost involved whatsoever. In case any liability arises to the Owner on account of execution of such documents, the Developer shall sufficiently re-imburse and/ or indemnifies the Owner within one month from the knowledge of such.
2. The Owner shall deliver vacant peaceful possession of the land/ premises to the Developer on signing of this agreement and prepare the Plan of the proposed building to be sanctioned by the Kharagpur municipality authorities.
3. The Owner shall provide the Developer with appropriate Power of Attorney to develop the property, out of which one to be registered and another to be notarized, which relate to couple of interest and as are or may be required in connection with sanction, construction, erection

Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED

Abhinav
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED

Sandeep
DIRECTOR

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completion of the newly proposed building and to appear for and represents the Owners before all authorities concerned and to make sign and execute applications, declarations and other relevant papers and documents to appropriate authorities for obtaining all quotas, entitlements, permits, licenses, and other allocations of building materials and/or for temporary and permanent connections of water, sewerage and electricity or as may be required from time to time, in accordance with law concerning negotiations for transfer of flats to the intending purchasers thereof and all cost and expenses on that respect shall be born by the Developer and in this respect the Owner shall appoint **Mr. SANDEEP CHATTERJEE, son of Mr. Swapan Chatterjee & Mr. ABHISHEK KHANDEKAR, son of Mr. Ashok Kumar Khandekar, Directors of "CITYSKY CONSTRUCTION PRIVATE LIMITED"**, the Developer herein, as their Attorney to do all the works at B.L. & L.R.O. Office, MKDA Office, WBSEDCL Office, Kharagpur Municipality Office etc. and do the all acts, deeds and things for completion of the newly proposed building at the aforesaid premises. it is clarified that the Owner will be obliged to transfer proportionate share of land to the intending purchasers.

Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED
ABHISHEK KHANDEKAR
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED
Sandeep Chatterjee
DIRECTOR

4. The Developer shall be entitled to transfer of Developer's Allocation but cannot give possession to any flat purchaser till full performance of the agreement on the part of the Developers is made and will give possession to the flats purchases only upon full completions of the Owner Allocation with the Occupancy Certificate.
5. The Owner will not raise any objection for the ingress to and egress out from the premises and for the car parking spaces and for use of the common passage, common areas, staircase, roof, and all other common facilities by the Co-Owner of the proposed building.

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6. *The Owner will not enter into any contract for sale, lease or tenancy or any construction agreement of the land or the said premises or charges or in favour of or with any person or persons after execution of these presents.*
7. *The Owner will pay the proportionate maintenance charges, electricity charges for use of electricity for lighting of the common areas, for payment of the watch and wards staffs and other incidental relating to the benefits of the said new building and such charges will be mutually agreed upon until an association/ society is formed by all the Co-Owner of the flats/ units in the new building.*

Anamika Das

ARTICLE- VII

OTHER PROVISIONS.

1. *in the event the Owner is desirous of having any additional or special type of fittings other than that provided hereunder written in their allocated portion or any part thereof, the Developer shall have the same duly provided subject to the costs, charges and expenses for the said fittings and fixtures shall be separately paid and borne by the Owner immediately on demand by the Developer. However to be more specific at Developer's cost the Owner shall be entitled to the items mentioned in the specification more fully described in the Second Schedule hereunder written along with other necessary amenities.*
2. *The land upon which the said building shall be erected and constructed and appurtenant thereto as also the common areas facilities to be provided for and/or at the said building shall always remain common im- portable and undivided whereas the Owner shall be at liberty to deal with their allocated portions together with the undivided proportionate part or share of the land as well as the common areas and facilities as stated*

CITYSKY CONSTRUCTION PRIVATE LIMITED

Abhishek
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED

Sandeep Kulkarni
DIRECTOR

[Handwritten signature]

above. The Developer shall similarly be entitled to deal with its allocated portion together with the undivided proportionate part or share of the land as well as common areas and facilities in accordance with law. The roof of the building will be common to all the Co-Owner of the flats/units.

3. The Owner shall be entitled to deal with, sell, transfer and grant, lease and/or in any manner dispose of the Owner allocation for which no further consent of the Developer shall be required and the Owner will be entitled to receive, realized and collect all sale proceeds, issues and profits arising there from. The Developer shall be liable to deliver the allocation to the Owners or their transferee or nominee or nominees.
4. The format of the Draft Indenture of Conveyance, that may be required to be executed and registered by the Owner unto and in favour of the Developer and/or its nominees in respect of and/or any part thereof shall be prepared by the Developer's Advocate and to be approved/ revised by the Owner and the Owners shall only execute indenture of Conveyance (s) unto and in favour of the Developer and/or its nominee or nominees at Developer's or nominees cost as the case may be subject to the terms and conditions provided herein. All cost and expenses including stamp duty, incidentals, registration cost therefore shall be borne and paid by the Developer.
5. subject to the above restrictions and conditions contained herein the Developer shall be entitled to enter into any contract or agreement relating to its allocated portion or any part thereof on such terms and conditions and stipulations it may deem fit and proper in accordance with law and in term of this contract and the Owner shall confirm the agreement, unto and in favour of the said nominee or nominees of the Developer and cause the same to be registered in accordance with law and admit such execution

Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED

Shishobh
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED

Sandeep Mittal
DIRECTOR

registration provided however, all costs, charges and expenses of the required value of stamp duty, registration costs or incidental thereto be paid and borne by the Developer and/or its nominee or nominees as the case may be. It is clarified that the Owner will only be liable to transfer proportionate imposable share in the land in respect of Developer's Allocations.

ARTICLE- VIII

COMMON OR RESPECTIVE OBLIGATIONS.

1. On and from the date of handing over the Owner allocated portion in the new building in accordance with law, the Owner as well as the Developer shall comply with and/or ensure compliance with the under mentioned requirements and restrictions, without any default:-
 - A. To pay punctually and regularly for their respective allocations all rates, taxes, levies, fees charges, impositions and outgoing to the concerned authorities or otherwise as may be payable.
 - B. To pay punctually and regularly their respective proportionate part or share of service charges for the common areas and facilities and until formation and registration of the said premises under provisions of the West Bengal Apartment Ownership Act. and the rules framed there under or any other act as desired and decided by the co-owner, the Developer shall be entitled to collect service charges and provide the required services thereof.
 - C. To abide by all laws, rules and regulation and order or the enactments of the Government and/or local bodies or otherwise issued and/ or imposed upon in accordance with law, as the case may be, and shall attend to and

Anamika Das

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DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED


DIRECTOR



answer and be responsible for any deviation, violation and/ or breach thereof in any manner for their work and obligations keeping the Owner fully indemnified from all respect.

- D. To abide by the statutory provisions of West Bengal Municipal Act. (Kharagpur Municipality) and the West Bengal Town & Country Planning Act 1971 (M.K.D.A) and any violations of the statutory provisions vy the Developer the Developer shall at their risk and cost.

ARTICLE- IX

MISCELLANEOUS.

1. This Agreement shall always be treated as an agreement of joint development by and between the parties. The Owner and the Developer have entered into this Agreement purely as a **CONTRACT** and nothing constitute as Partnership between the Owner and the Developer or and Association or person or an agency agreement. Nothing in these presents, shall be construed as a sale, demise or assignment or construed as a sale, demise or assignment or construed as a sale, demise or assignment or conveyance in lieu of the said premises or any part thereof to the Developer by the Owner or as creating any right title or interest in respect thereof in favour of the Developer other than an exclusive permission and right in favour of the Developer to develop the said property subject to the terms and conditions of these presents.
2. The Owner shall handover possession to the Developer along with the right of the development in respect of the said premises by virtue of this presents and/or in pursuance thereof shall not be obstructed or disputes or challenged or disturbed by the Owner provided the Developer is carrying on with the project in terms of this agreement.

Anamika Das

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Director

CITYSKY CONSTRUCTION PRIVATE LIMITED

Director



3. *It is understood that from time to time to facilitate the construction of the building by the Developer, various act, deeds, matters and things not herein specified may be required to be lawfully done, executed and performed and for which the Developer shall require adequate powers and authorities from shall provide all required now and authorities unto and in favour of the Developer as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be required from time to time in accordance with law provided that those acts, deeds, matters and things do not in any way infringe or prejudice the right of the Owner and/or be contrary to the terms and stipulations contained in these presents or against the spirit thereof, keeping the Owner, the Owner fully indemnified in all respect.*
4. *Handing over possession of the specified flats and car parking space, if any to the Owner shall be deemed to have been made after connection of new water supply, electricity and sewer line of the Owner allocation are completed in all respects as per specification and after obtaining completion/ occupancy certificate from the Kharagpur Municipality or any other authority or authorities by the Developer upon a notice to the Owner by registered post along with communication by telephone. The date of occupation by the Owner shall be after a fortnight of the letter deemed to have reached the Owner.*
5. *That handing over possession of the Owner allocation the developer shall remain liable for rectifying all defects and works of proper of any fittings, fixtures connections services or otherwise therein for a period of **3 months** from the date of handing over such possession of the Owner allocation but subject to natural wear and tear as applicable.*

Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED

Debashree
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED

Sandeep Kuttan
DIRECTOR

6. *It is clarified that all work of development of both the Developer's and Owner Allocation, shall be done by the Developer at Developer's own costs and expenses. The consideration towards the Owner for the project herein shall be the constructions costs of the Owner area to be incurred by the Developer.*
7. *All municipal current taxes with arrears and other outgoings in respect of the said premises up to this date shall be borne and paid by the Developer on behalf of the Owner which will be adjusted on/before completion of the project. At the expiry of **30 (thirty) days** from the date of service to the Owner a notice of the Developer regarding completion and handing over to the Owner of the Owner allocation under the terms of this agreement, the liability of the Developer to pay the municipal taxes and other liabilities in respect of the Owner allocation would cease.*
8. *Within six month from the date of the completion of the project the Developer will assist and co-operate the Owner and the other unit Owner to form an association or body of flats Owner to be formed for the upkeep, maintenance and management of the premises and the cost of such formation and incidentals thereto shall be borne by the individual flat Owner and the Developer or their respective nominees (unit Owner) according to their proportionate right.*
9. *Till such time the association or body is not formed, the premises shall be managed and maintained jointly by the Owner & Developer and the cost thereof as mutually agreed upon by the Developer and Owner would be borne and paid by the Developer or their nominees in proportionate share. The Owner herein and the Developer shall as such as may be duly agree upon the rules and regulations for such management and maintenance.*

Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED
Dishank
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED
Sandeep K. Mittal
DIRECTOR



10. The certificate of the Architect relating to completion of construction development shall be final after obtaining Kharagpur Municipality's completion/occupancy certificate.
11. The notice of completion issued by the Developer along with Kharagpur Municipality's occupancy certificate shall be sent to the Owner by hand service intimating that the Owner area is completed in the manner stated hereinabove and is ready for delivery after obtaining the completing or occupancy certificate of the concerned or municipal authorities and new water & sewerage connection to deliver the Owner area to the Owner under this agreement.
12. For the purpose of sale and/or transfer of allocation of the Developer of the Owner no further consent of the other party shall be required and this Agreement by itself shall be treated as such consent provided the terms of the agreement are fully complied with.
13. The Certified copy of Title deeds and other documents relating to the aforesaid property shall be delivered to the Developer and cannot be mortgaged and shall be made available for inspection to the intending purchasers of the Developer's Allocations at all reasonable time during the continuance of this project and also thereafter. Upon completion of the project the xerox copy of title deeds and other documents shall be delivered to the Association that shall be formed for the management of the new building.
14. If required Developer shall execute and register all documents to perfect the title of the Owner of the Owner allocation. registration fees and Stamp duty, In this case shall be borne and paid by the Developer.

Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED

Dishank
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED

Sandeep Chatterjee
DIRECTOR

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15. *Time is the essence of this contract.*
16. *If the project is delayed owing to any order or injunction of any Court or statutory body or authority, the Developer shall be liable for such delay. Cost and expenses of all litigations and proceedings shall be borne and paid by the Developer. However, for any suit or proceeding relating to title of the land the Owner shall be responsible. In such an event the time frame for completion of the project would be suitably extended.*
17. *It is further clarified that the Developer shall have no right title or interest in the Owner allocation.*

ARTICLE- X

FORCE MAJEURE.

The parties hereto shall not be considered to be liable for any obligations herein to the extent that the performance of the relative obligations prevented by the existence of the "FORCE MAJEURE" which shall mean and include flood, earth quake, riot, war, storm, tempest, civil commotion, strike, lock out, general labour unrest, and/or any other acts or commission inquiry beyond the control of the Developer affected thereby and also non-availability of suspended from the obligation during the duration of the "FORCE MAJEURE", Financial constraint shall not be considered a force majeure. Any incapacity on the Developer's part shall also not be considered force majeure. In case of occurrence of force majeure, the Developer within seven days shall give a notice of delay thereof in order to obtain the benefit of such delay.

Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED
Dhishesh DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED
Sandeep K. Mittal DIRECTOR

ARTICLE- XI

ARBITRATION.

All disputes and differences between the parties arising out of and/or the meaning, construction or import of this agreement or their respective rights and liabilities as per this agreement shall be referred to the arbitration of two Arbitrators each to be appointed by the parties. In case of disagreement between the Arbitrators it shall be referred to an umpire who shall be appointed before the start of the proceeding and whose decision shall be final and binding on the parties and this clause shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act 1996 and its statutory modifications and/or enactments thereof force from time to time.

Anamika Das

ARTICLE- XII

DEFAULT CLAUSE.

In the event the Developer fails to complete the said proposed building within the said stipulated period of **30 (thirty) months** from the date of execution of this agreement and subjected to a grace period of another **06 (six) months** for reason beyond the control of the Developer or on account of force majeure as per Force Majeure clause mentioned above.

CITYSKY CONSTRUCTION PRIVATE LIMITED

Abhishek
DIRECTOR

ARTICLE- XIII

EXTRA CLAUSE.

That the Developers will arrange alternative accommodation within the same locality fro the owner from the date of starting of the constructional work upto the date of handover owner's allocation in the newly constructed multi storied building and the Developer will bear the expenses for shifting charge and rent per month for that purpose for the owner.

CITYSKY CONSTRUCTION PRIVATE LIMITED

Sandeep
DIRECTOR


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THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the property which is the subject matter of the Development Agreement and General power of Attorney)

ALL THAT piece and parcel of Raiyati Satta land total measuring **10.50** decimals be the same or a little more or less lying and situated in R.S. Plot No- **635**, L.R. Plot No- **4811**, Measuring of an Area- **05** Decimal **AND** R.S. Plot No- **636**, L.R. Plot No- **4811**, Measuring of an Area- **5.50** Decimal both plots are under R.S. Khatian No- **153**, L.R. Khatian No- **12525** in Mouza- **Inda**, J.L. No- **232** Under P.S.- **Kharagpur (Town)**, Addl. Sub- Registry Office at **Kharagpur** in the District of **Paschim Medinipur** of the Kharagpur Municipal Ward No- **01**, **Holding No- 551/360** be the same or a little more or less on it bounded by:

Anamika Das

ON THE NORTH:- 18 ft. wide Municipal Road and Drain.

ON THE SOUTH:- Land of R.S. Plot No- 633.

ON THE EAST:- Rest land of R.S. Plot No- 635 & 636 (Gopal Chandra Das).

ON THE WEST:- Land of R.S. Plot No- 534 (Dulal Chakraborty).

CITYSKY CONSTRUCTION PRIVATE LIMITED

Debashree
DIRECTOR

MEASUREMENT

ON THE NORTH:- 50 ft. 06 inch.

ON THE SOUTH:- 50 ft. 00 inch. + 10 ft. 00 inch.

ON THE EAST:- 89 ft. 00 inch.

ON THE WEST:- 69 ft. 00 inch.

CITYSKY CONSTRUCTION PRIVATE LIMITED

Sudip Chatterjee
DIRECTOR

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SCHEDULE OF OWNER'S ALLOCATION

33% of the total constructed area of the building.

COMMON RIGHTS AND FACILITIES

Stair-case, common passage, water lines and water electricity main line and its wiring, land and boundary wall, fixtures and fittings vacant spaces, roof and mummy roof, stair, main gate and entrance, proportionate land, pump and motor, septic tank, water reservoir and water tank.

IN WITNESS WHEREOF the parties have put their respective signature hereto the day, month and year first above written.

SCHEDULE OF WORK

(SPECIFICATION OF THE BUILDING CONSTRUCTION)

Construction to be made and equipments, fittings and fixtures to be made and provided in the building shall be of standard quality and according to the plans and advice of the architect and include the following:-

- A. Number of Floors:** Ground plus Four Storied building.
- B. General:** The building shall be R.C.C. framed structured design of Architect with good quality M.S. rods and according to sanctioned Building Plan.
- C. Brick Work: 200mm.** Thickness Brick work shall be done on outside walls with First class bricks in Cement-sand Mortar (1:6) 125mm/75mm (ISI marked). Thick inside partition walls between the Flats with first class bricks wall be done in Cement-sand Mortar (1:4) as necessary.

Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED

Director

CITYSKY CONSTRUCTION PRIVATE LIMITED

Director



D. Flooring Skirting: All room, verandah and kitchen will be laid vitrified tiles or marble, Granite Kitchen slab in kitchen and upto 2ft height Glazed tiles over kitchen slab. In toilets ceramic tiles floor and dado upto 6 ft height.

E. Plastering: The outer side, inner side and the ceiling plaster of the building will be of standard thickness and plaster of Paris to be provided in bed room, living rooms, toilet, kitchen, and verandah.

F. Painting: All internal surfaces to be plastered with cement sent mortar and finished with putty punning. All external walls to be plastered with waterproof cement send. Mortar and painted with cement paint.

G. Doors: Door Frames shall be of Steel angles & Doors shall be **32mm** thick with oxidized steel hinges and tower bolts, doors, stoppers, Standard make mortise lock.

H. Windows: Shall be of sliding Aluminum windows with glass panels and integrated **M.S. Grills**.

I. Toilets and Kitchen

Toilet:

i) European White Commode with Cistern, one tap and commode shower of Standard make.

ii) Shower Wash basin with two taps of Standard make shall be provided.

iii) Mixture Tap.

Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED
Anamika Das
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED
Sandeep Kumar
DIRECTOR

Kitchen:

One sink, two taps of Standard make, granite stone kitchen shelf.

J. Stair case room

and Railings: Staircase room will be provided as per design and sanctioned plan **M.S. Railings** from ground floor to top floor with height upto **2'-6"**.

K. Electrical Installations:

- i) Three light points, one fan point and two plug point in drawing/dinning space (one 15amp plug point).
- ii) One fan point, two light points and two plug points in bed room (one 15 amp plug point).
- iii) Two light points in toilet and kitchen and two 15 amp plug points in toilet and kitchen each.
- iv) Concealed wiring with ISI Copper wire will be provided. (all switchess & sockets to be of Standard make).
- v) Developer shall be install a Transformer for electric supply of the project flat.

L. Extra Work:

All extra work other than the standard specification shall be entertained by the Developer and charged at a rate as would be decided by the Building before starting of the said extra work. No outside contractor will be allowed to execute the said extra work till the possession of the flat in question is handed over to the Owner. entire payments towards such extra work shall have to be made in full before proceeding with the said extra work and any cost of such extra work shall not be adjusted in the event the Owner changing the specification as shall be provided by Developer.

Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED
Dhishob
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED
Sandeep Mathur
DIRECTOR

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All materials used for the construction is subjected to approval of the architect and far as practicable confirm to established engineering specifications of all the local materials and confirming to Indian Bureau of standard specification.

N. Water supply:

i) Overhead reservoir (PVC) will be provided at the top floor of the building through Boring/ Kharagpur Municipality, Water Supply.

ii) Connected internal lines as necessary in kitchen toilet and suitable electrical pump to deliver water to overhead reservoir from ground floor reservoir.

iii) Roof treatment shall be done as per standard practice by the Developer and the roof cannot be used for bathing, washing of clothes and/or utensils by any of the flat Owner.

O. Lift:

Lift provided for the all Flat Owner.

O. General Clause:

The Owner evidenced by writing can also rise question about the standard and quality of the materials used during construction subjected to the B.S.I.S. Specification or C.P.W.D./ P.W.D. Manuals

Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED


DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED


DIRECTOR

IN WITNESS WHEREOF The party have put their respective signature hereto the day, month and year first above written.



Witnesses :

1. Suleir Kumar Das
S/o - Late Delekumar Das
East Inda, Jofale Road
ward NO - 01
near Satish Misfanna Bhandas
Kharaypur - 721305

2. Raju Das
S/o - Late Manmatha Nath Das
vill - Inda Bamunpara
P.o - Inda Kharaypur
Dist - Panchim Medini pur
Pin - 721305

Drafted By :

Koushik Kar

Koushik Kar

Advocate

Enrolment No- **F- 839/1109 of 2014**

Judge's Court, Midnapore

Type By:

Mithun Karan

Mithun Karan

This Development Agreement consists of **35** pages including **1** number of Non- Judicial Stamp Paper, along with **1** pages of fingers impression of the Land Owners, Developer has been annexed hereto, forming part of the Deed.

CITYSKY CONSTRUCTION PRIVATE LIMITED
Sandip Mukherjee
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED
Anamika Das
DIRECTOR

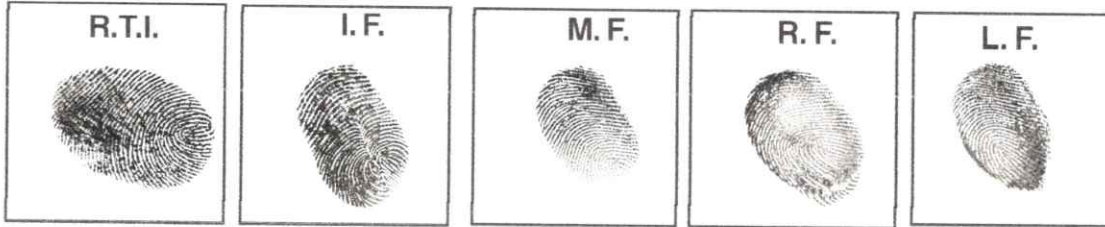
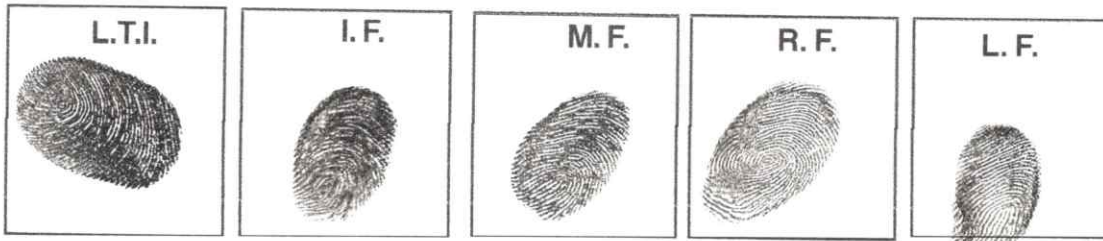
Anamika Das

Anamika Das

CITYSKY CONSTRUCTION PRIVATE LIMITED
Anamika Das
DIRECTOR

CITYSKY CONSTRUCTION PRIVATE LIMITED
Sandip Mukherjee
DIRECTOR

THUMB IMPRESSION

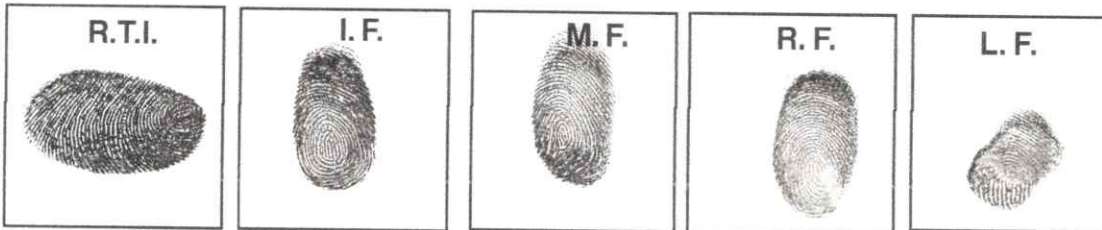
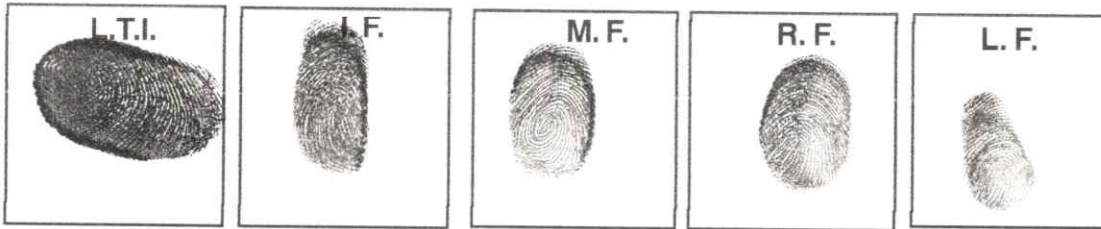


CITYSKY CONSTRUCTION PRIVATE LIMITED

Souvik Chatterjee
DIRECTOR

SIGNATURE

THUMB IMPRESSION

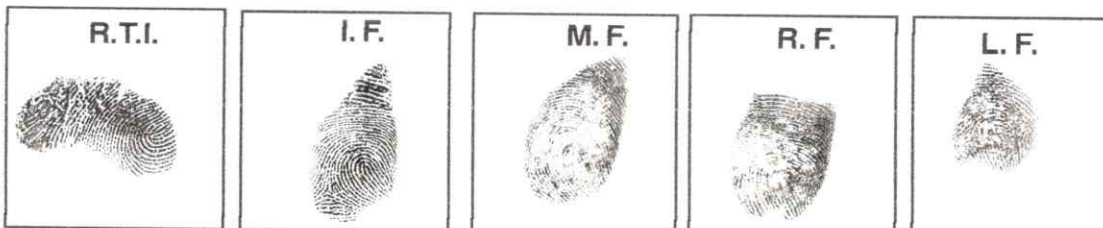
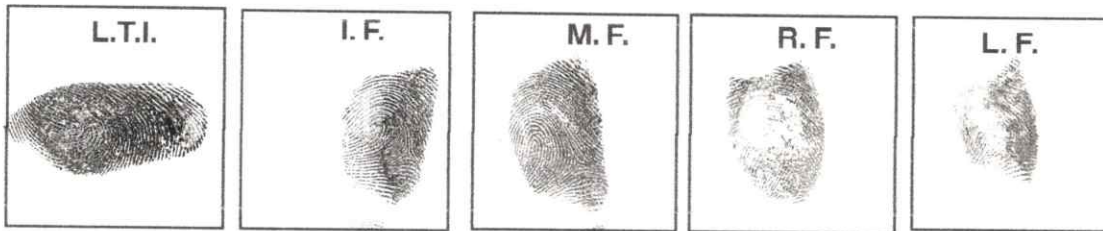


CITYSKY CONSTRUCTION PRIVATE LIMITED

Abhishek
DIRECTOR

SIGNATURE

THUMB IMPRESSION



Anamika Das

SIGNATURE

Major Information of the Deed



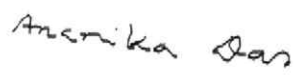
Deed No :	I-1010-03426/2023	Date of Registration	26/04/2023
Query No / Year	1010-2000890266/2023	Office where deed is registered	
Query Date	05/04/2023 12:33:28 PM	A.D.S.R. KHARAGPUR, District: Paschim Midnapore	
Applicant Name, Address & Other Details	Koushik Kar Inda,Thana : Kharagpur Town, District : Paschim Midnapore, WEST BENGAL, PIN - 721305, Mobile No. : 9614179969, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 3], [4308] Other than Immovable Property, Agreement [No of Agreement : 3]		
Set Forth value	Market Value		
	Rs. 19,84,500/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,110/- (Article:48(g))	Rs. 56/- (Article:E, E, E)		
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 1, Mouza: INDA, JI No: 232, Pin Code : 721305

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-4811 (RS :- 635,636)	LR-12525, (RS:-153\0)	Vastu	Kala Soyem	10.5 Dec		19,84,500/-	Width of Approach Road: 18 Ft.,
Grand Total :					10.5Dec	0 /-	19,84,500 /-	




Land Lord Details :



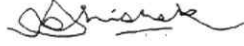
SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs Anamika Das (Presentant) Wife of Mr Subir Kumar Das Executed by: Self, Date of Execution: 26/04/2023 , Admitted by: Self, Date of Admission: 26/04/2023 ,Place : Office	 26/04/2023	 LTI 26/04/2023	 26/04/2023
Purba Inda, Jafala Road, Near Satish Mistanna Bhandar, Ward No- 01, City:- Kharagpore, P.O:- Inda, P.S:-Kharagpur Town, District:-Paschim Midnapore, West Bengal, India, PIN:- 721305 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: CLxxxxxx8G, Aadhaar No: 24xxxxxxxx5051, Status :Individual, Executed by: Self, Date of Execution: 26/04/2023 , Admitted by: Self, Date of Admission: 26/04/2023 ,Place : Office				

Developer Details :




SI No	Name,Address,Photo,Finger print and Signature			
1	CITYSKYCONSTRUCTION PRIVATE LIMITED C/O- Sarbari Sarkar,Chittaranjan Enclave, F/No-- 1c, Panchberia, City:- Kharagpore, P.O:- Inda, P.S:-Kharagpur Town, District:-Paschim Midnapore, West Bengal, India, PIN:- 721305 , PAN No.:: aaxxxxxx1d,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Sandeep Chatterjee Son of Mr Swapan Chatterjee Date of Execution - 26/04/2023, , Admitted by: Self, Date of Admission: 26/04/2023, Place of Admission of Execution: Office	 Apr 26 2023 11:43AM	 LTI 26/04/2023	 26/04/2023
Chittaranjan Enclave, Flat No- 1/F, Panchberia, City:- Kharagpore, P.O:- Inda, P.S:-Kharagpur Town, District:-Paschim Midnapore, West Bengal, India, PIN:- 721305, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AQxxxxxx3E, Aadhaar No: 52xxxxxxxx0070 Status : Representative, Representative of : CITYSKYCONSTRUCTION PRIVATE LIMITED (as Partner)				

Name	Photo	Finger Print	Signature
Mr Abhishek Khandekar Son of Mr Ashok Kumar Khandekar Date of Execution - 26/04/2023, , Admitted by: Self, Date of Admission: 26/04/2023, Place of Admission of Execution: Office			
	Apr 26 2023 12:06PM	LTI 26/04/2023	26/04/2023
Chittaranjan Enclave, Flat No- 4/E, Panchberia, City:- Kharagpore, P.O:- Inda, P.S:-Kharagpur Town, District:-Paschim Midnapore, West Bengal, India, PIN:- 721305, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BXxxxxxx9K, Aadhaar No: 67xxxxxxxx8602 Status : Representative, Representative of : CITYSKYCONSTRUCTION PRIVATE LIMITED (as Partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Pulak Dey Son of Late Bablu Dey Haripur, City:- , P.O:- Benapur, P.S:- Kharagpur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721301			
	26/04/2023	26/04/2023	26/04/2023
Identifier Of Mrs Anamika Das, Mr Sandeep Chatterjee, Mr Abhishek Khandekar			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mrs Anamika Das	CITYSKYCONSTRUCTION PRIVATE LIMITED-10.5 Dec

Land Details as per Land Record

District: Paschim Midnapore, P.S:- Kharagpur Town, Municipality: KHARAGPORE, Road: Ward No 1, 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:- 4811, LR Khatian No:- 12525	Owner:অনামিকা দাস, Gurdian:সুবীর , Address:নিজ , Classification:কাল সোয়েম, Area:0.10500000 Acre,	Mrs Anamika Das

On 26-04-2023

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

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

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

Presented for registration at 11:24 hrs on 26-04-2023, at the Office of the A.D.S.R. KHARAGPUR by Mrs Anamika Das ,Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 19,84,500/-

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

Execution is admitted on 26/04/2023 by Mrs Anamika Das, Wife of Mr Subir Kumar Das, Purba Inda, Jafala Road, Near Satish Mistanna Bhandar, Ward No- 01, P.O: Inda, Thana: Kharagpur Town, , City/Town: KHARAGPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721305, by caste Hindu, by Profession House wife

Indetified by Mr Pulak Dey, , Son of Late Bablu Dey, Haripur, P.O: Benapur, Thana: Kharagpur, , Paschim Midnapore, WEST BENGAL, India, PIN - 721301, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 26-04-2023 by Mr Sandeep Chatterjee, Partner, CITYSKYCONSTRUCTION PRIVATE LIMITED (Partnership Firm), C/O- Sarbari Sarkar,Chittaranjan Enclave, F/No-- 1c, Panchberia, City:- Kharagpure, P.O:- Inda, P.S:-Kharagpur Town, District:-Paschim Midnapore, West Bengal, India, PIN:- 721305

Indetified by Mr Pulak Dey, , Son of Late Bablu Dey, Haripur, P.O: Benapur, Thana: Kharagpur, , Paschim Midnapore, WEST BENGAL, India, PIN - 721301, by caste Hindu, by profession Law Clerk

Execution is admitted on 26-04-2023 by Mr Abhishek Khandekar, Partner, CITYSKYCONSTRUCTION PRIVATE LIMITED (Partnership Firm), C/O- Sarbari Sarkar,Chittaranjan Enclave, F/No-- 1c, Panchberia, City:- Kharagpure, P.O:- Inda, P.S:-Kharagpur Town, District:-Paschim Midnapore, West Bengal, India, PIN:- 721305

Indetified by Mr Pulak Dey, , Son of Late Bablu Dey, Haripur, P.O: Benapur, Thana: Kharagpur, , Paschim Midnapore, WEST BENGAL, India, PIN - 721301, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 49.00/- (E = Rs 49.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 56/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/04/2023 10:55AM with Govt. Ref. No: 192023240028931648 on 26-04-2023, Amount Rs: 56/-, Bank: SBI EPay (SBlePay), Ref. No. 2420789613715 on 26-04-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,060/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 110/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 1864, Amount: Rs.5,000.00/-, Date of Purchase: 26/04/2023, Vendor name: Debabrata Bhanja

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/04/2023 10:55AM with Govt. Ref. No: 192023240028931648 on 26-04-2023, Amount Rs: 110/-, Bank: SBI EPay (SBlePay), Ref. No. 2420789613715 on 26-04-2023, Head of Account 0030-02-103-003-02



Bhim Charan Maity
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. KHARAGPUR
Paschim Midnapore, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1010-2023, Page from 65284 to 65325
being No 101003426 for the year 2023.



Digitally signed by BHIM CHARAN
MAITY
Date: 2023.04.26 16:24:22 +05:30
Reason: Digital Signing of Deed.

(Bhim Charan Maity) 2023/04/26 04:24:22 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. KHARAGPUR
West Bengal.

(This document is digitally signed.)

ক্রমিক নং 1864 নং 5500/- টাকা মাত্র
তারিখ 26-04-2023 কোর্ট পশ্চিম মেদিনীপুর
জে. এ. প্রী Mrs. Anamika Das.
সং Purbalinda.
পোঃ Inda. থানা - খড়গপুর
রাজ্য
ভেতার প্রী

5500 x 12 5500/-
(Five thousand only)

শ্রী ব্রজেন ব্রজ
খড়গপুর, এ, ডি, এস, আর, অফিস



[Handwritten signature]

Addl. Dist. S'ch-Registrar
Kharagpur, Paschim Medinipur
26 APR 2023