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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

*[Signature]*  
District Sub-Register-III  
Alipore, South 24-parganas

17 JAN 2025

**DEVELOPMENT AGREEMENT**

Made and executed at Kolkata on this .....17<sup>th</sup>.....day of January, 2025.

**By and between**

1. **MSMT. RUPALI DUTTA**, having pan number **CAPPD5597N**, Aadhar card number **6660 0102 6613** daughter of Late Parimal Dutta, by faith- Hindu, by Nationality- Indian, by occupation - Teacher, residing at Fuleswar, Howrah, West Bengal, P.S. Uluberia P.O, Fuleswar West - Bengal - 711316.

15 JAN 2025

4768  
 NO.....DATE.....RS. 10/ SKYARE DEVELOPERS PVT. LTD.  
 NAME.....  
 ADDRESS 98A/B B.D RD 10261  
 ALIPORE JUDGES COURT  
 A. K. SAMAJPATI  
  
 VENDOR SIGNATURE



DISTRICT REGISTRAR-III  
 SOUTH 24 PGS. ALIPORE  
 17 JAN 2025

*Olif. Datta  
 w/o late P. Datta  
 Alipore Judge  
 W. M. 27*

2. **SMT. SONALI DUTTA ( BISWAS)** , having pan number **BGXPB6544G**, Aadhar card number **8566 1028 8325** daughter of Late Parimal Dutta, by faith- Hindu, by Nationality- Indian, by occupation – House wife, residing at 149/3, Becharam Chatterjee Road, P.S, Parnasree P.O. Behala, Kolkata - 700034

3. **SRI. PANKAJ DUTTA** , having pan number **BWYPD6972K**, Aadhar card number **9243 1166 1392** son of Late Parimal Dutta, by faith- Hindu, by Nationality- Indian, by occupation – retired, residing at Dutta Villa, 34, Brajamani Debya Road, P.S. Thakurpukur, P.O Sarsuna, Kolkata - 700061 hereinafter called and referred to as the “**LAND OWNER/ OWNER**” (which expression shall unless excluded by or repugnant to the context or the subject be deemed to mean and include their legal heirs, successors, successors-in-interest, executors, administrators, nominees, legal representatives and assigns) of the **FIRST PART.**

**AND**

**M/S SKYARE DEVELOPERS (P) LIMITED**, CIN of the company U45309WB2016PTC217164, having pan number **AAXCS4676E** a company formed under companies Act 1956, amended from time to time and having its office at 98A/3, Brojomoni Debya Road, Police Station Thakurpukur, Kolkata - 700061 represented by its director **SRI. PRODOS KUMAR ADHIKARI** having pan number **ARNPA8234A** , Aadhar number 7646 7445 4866 mobile number 98741 56510 son of Sri. Provat Kumar Adhikari, residing at 259, Kalitalla Road, Police Station Garfa, Kolkata - 700078, hereinafter referred to as the



DISTRICT SUB-REGISTRAR-III  
SOUTH 24 PGS. ALIPORE  
17 JAN 2025

**'DEVELOPER'** (which terms shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors-in-office, representative, executors, administrators and assigns) of the **OTHER PART.**

Now therefore this agreement witnesses and it is hereby expressly agreed by and between the parties as follows: -

Unless in these presents there is something in the subject or context inconsistent with:

1. **"SAID BUILDING"** shall mean a multi storied building to be constructed at Premises No.134, Brojomoni Debya Road, P.S. Sarsuna, Kolkata-700061, under the Kolkata Municipal Corporation, Ward No.126 consisting of several units or flats in the different floors and car parking spaces and shops on the ground floor of the said building etc with necessary additional structures like common toilets etc. as may be decided mutually by the Land Owner and the Developer but in accordance with the Sanctioned Plan to be approved by The Kolkata Municipal Corporation for construction of the said building and shall include the other common spaces intended for the buildings to be enjoyed by the occupants on such terms as may be agreed with them.
2. **"LAND OWNER/ OWNER"** shall mean Smt. Sonali Dutta, Smt. Rupali Dutta (Biswas) And Sri.Pankaj Dutta their legal heirs, nominees, legal representatives, successors, administrators, executors, successor-in-interests and assigns.

3. **“DEVELOPER”** shall mean M/s. Skyare Developers (P) Ltd., having its office at 98A/3, Brojomoni Debya Road. Police Station Thakurpukur, Kolkata 700061 represented by its director Sri. Prodos Kumar Adhikari and include its heirs, legal representatives, successors-in-interest, successors-in-office, executors, administrators and assigns.
  
4. **“PURCHASER/S”** shall mean,
  - a) In case of individual his/her heirs, legal representative, successors, administrators, executors, successor-in-interest and assigns.
  - b) In case of company - its successors, successors in office and assigns.
  - c) In case of partnership firm - the present partners of the said firm and such other person or persons who may be taken in or admitted as partner(s) of the said firm and their respective heirs, legal representative, successors, administrators, executors, successor-in-interest and assigns.
  - d) In case of Hindu undivided family - the co-partners of the said HUF and their respective heirs, legal representatives, successors, administrators, executors, successor-in-interest and assigns.
  - e) In the event of more than two intending Purchasers - that in that event each of the intending Purchasers shall be entitled to an independent and distinct share or interest into or upon the said unit or flat.
  
5. **“Said PROPERTY/ PREMISES”** shall mean the ALL THAT piece and parcel of bastu land measuring an area 4 (Four) Cottahs 10 (Ten) Chittaks 0 (zero) sq.ft. be the same a little together with structure having brick

wall and R.T shed standing thereon covering 120 sq.ft. lying or situate in the district 24- Parganas (South), Police station Thakurpukur comprised in L.O.P No.25, C.S. Plot No.6(P) in Mouza Paschim Barisha J.L. no.19, P.S. Thakurpukur Premises Number 134, Rajamani Debya Road Assessee Number 411260201340 within the municipal limits of Ward No. 126 of the Calcutta Municipal Corporation, TOGETHER WITH all sorts of easement rights over the common passage / Road and other benefits, facilities, advantages and appurtenances thereto and which is more fully and particularly described in the First Schedule hereinafter written.

6. **“PLAN”** shall mean the Building Plan to be sanctioned by the Kolkata Municipal Corporation for construction of the proposed Building in the said Premises.
7. **“SUPER BUILT UP AREA”** shall mean the covered area of the flat and Proportionate share of common areas comprised in the said Building i.e. stair case, lobby, stair landings, under ground and overhead water tank etc.
8. **“COVERED AREA”** shall mean built up area measured at floor level of any flat taking the external dimension of the flat including the built up area for balconies, loft and Verandahs (save walls separating one flat from other).
9. **“OWNER’S ALLOCATION”** shall mean shall mean **ALL THAT** one flat comprising 750 sqft super built up area on the First Floor, 3 shops measuring 120 sqft , 70 sqft and 70 sqft all built up area on the ground floor of the proposed multi storied building as per Building Sanction Plan

sanctioned from the Kolkata Municipal Corporation together with the undivided proportionate share of right, title and interest of the land particularly mentioned in the Schedule "A" on which the Building is constructed and also together with undivided proportionate share of right, title and interest of the land comprised in the said building and right to enjoy the common areas, facilities and amenities as available or to be available in the said premises along with the Owners' right to sell, transfer, let out or deal with or self use or in any manner deal with the same as the owner thereof and a non refundable amount of Rs.60,00,000/- (Sixty Lakh) only, payable as follows:

A) At the time of signing this present	Rs.3,00,000/-
B) 30 days from the date of the Development Agreement	Rs.12,00,000/-
C) After obtain the building sanction plan	Rs.15,00,000/-
D) After completion of the 1st Floor Casting	Rs.15,00,000/-
E) At the time of possession.	Rs.15,00,000/-

**"DEVELOPER'S ALLOCATION"** shall mean-

All That the entire constructed floor/ flat area of each floor of the proposed multi-storied building to be constructed as per Sanction Plan to be sanctioned by the Kolkata Municipal Corporation, together with undivided, un-demarcated proportionate share of land underneath the said building in the said Premises and undivided and impartible proportionate share in Common Parts, amenities and facilities and all easement rights for ingress and egress thereto etc and the said Developer's Allocation is more

fully and particularly described in the Third Schedule hereunder written save and except what is allocated to the Owners duly mentioned in point number 9 of this present and morefully described in the second schedule hereunder written.

11. **“COMMON PARTS / PORTIONS”** shall mean the areas and spaces provided and/or reserved in the said land and/or in the said Building for common use and enjoyment of the occupiers/co-owners of the various units/flats of the said building proposed to be constructed in accordance with the scheme, which are fully described in the Fourth Schedule hereunder written.
12. **“COMMON EXPENSES AND MAINTENANCE”** shall mean the common expenses to be paid/ borne and or to be contributed by the intending purchaser/s, Owners/ occupiers in the flats in proportion to the area for rendition of common services and maintenance.
13. **“TECHNICAL SPECIFICATION”** shall mean the specifications of the construction of the building proposed to be constructed on the said Land, which is morefully and particularly described in the ANNEXURE hereunder enclosed.
14. **“SINGULAR”** shall include plural and vice versa.

And

15. **“MASCULINE”** shall include feminine and vice versa.

### COMMENCEMENT

This Agreement is commenced and /or shall be deemed to have been commenced on and from the date of execution of this Agreement and shall continue for the period of construction in terms of this Development Agreement and with such modification which has been agreed upon by and between the parties from time to time.

### OWNER'S TITLE

#### **WHEREAS**

1. At all material times and for all intents and purpose 1) Sri. Parimal Dutta 2) Sri. Subimal Dutta 3) Sri. Sunirmal Dutta 4) Smt. Manjula Dutta 5) Sri. Amalendu Dutta 6) Sri. Sukhendu Dutta 7) Smt. Sulata Dutta were the recorded owners and possessors in respect of ALL THAT piece and parcel of bastu land measuring an area 4 (Four) Cottahs 10 (Ten) Chittaks 0 (zero) sq.ft. be the same a little together with structure having brick wall and R.T shed standing thereon covering 120 sq.ft. lying or situate in the district 24- Parganas (South), Police station Thakurpukur comprised in L.O.P No.25 C.S. plot no.6(P) in Mouza Paschim Barisha J.L. no.19, P.S. Thakurpukur Premises Number 134, Brajamani Debya Road Assessee Number 411260201340 within the municipal limits of Ward No. 126 of the Calcutta Municipal Corporation, TOGETHER WITH all sorts of easement rights over the common passage / Road and other benefits, facilities, advantages and appurtenances thereto and which is more fully and particularly described in the First Schedule hereinafter written, vide a registered Deed of Gift dated 29th January 1988, which was duly registered in the office of the Additional District Registrar South 24 Parganas Alipore and recorded in Book number -I, Volume number - I, Pages from 9 to 12, Being number 3 for

the year 1988, where in the Government of West Bengal was the Donor and the owners named 1) Sri. Parimal Dutta 2) Sri. Subimal Dutta 3) Sri. Sunirmal Dutta 4) Smt. Manjula Dutta 5) Sri. Amalendu Dutta 6) Sri. Sukhendu Dutta 7) Smt. Sulata Dutta were the Donee under the Refugee Rehabilitation Scheme.

2) After such deed of Gift and while in possession the said Owners mutated their name in the record of Kolkata Municipal corporation being assessee number 411260201340 and was paying taxes regularly.

3) While in Such possession Owner number 2) Sri. Subimal Dutta died intestate on 26.04.1988 as bachelor leaving back owners 1) Sri. Parimal Dutta 2) Sri. Sunirmal Dutta 3) Smt. Manjula Dutta 4) Sri. Amalendu Dutta 5) Sri. Sukhendu Dutta and 6) Smt. Sulata Dutta as his legal heirs who inherited his share in undivided 1/6th share each as per Hindu Succession Act.

4) While in Such possession Owner number 1) Sri. Parimal Dutta died intestate on 02.02.2000 leaving his wife Smt. Pratima Dutta, son Sri. Pankaj Dutta, two Daughters Smt. Sonali Dutta and Smt. Rupali Dutta as his legal heirs who inherited his undivided 1/6th share as per Hindu Succession Act.

5) While in Such possession Owner number Sri. Sunirmal Dutta died bachelor intestate leaving back owners 1) Smt. Manjula Dutta 2) Sri. Amalendu Dutta 3) Sri. Sukhendu Dutta 4) Sri. Sulata Dutta and legal heirs of late Parimal Dutta 5) Smt Pratima Dutta , 6) Sri. Pankaj Dutta 7) Smt. Sonali Dutta and 8) Smt. Rupali Dutta as his legal heirs who inherited his share in undivided shares as per Hindu Succession Act. ✓

6) While in Such possession Owner number Smt. Manjula Dutta died without marrying intestate leaving back owners 1) Sri. Amalendu Dutta 2) Sri. Sukhendu Dutta 3) Smt. Sulata Dutta and legal heirs of late Parimal Dutta 4) Smt Pratima Dutta , 5) Sri. Pankaj Dutta 6) Smt. Sonali Dutta and 7) Smt. Rupali Dutta

as his legal heirs who inherited his share in undivided shares as per Hindu Succession Act.

7) While in Such possession Smt. Pratima Dutta died intestate on 14.05.2011 leaving back her legal heirs son Sri. Pankaj Dutta, two Daughters Smt. Sonali Dutta and Smt. Rupali Dutta who inherited her undivided share in undivided 1/3rd share each as per Hindu Succession Act.

8) While in Such possession Owner number 5) Sri. Amalendu Dutta died bachelor intestate on 14.01.2019 leaving back owners SriSukhendu Dutta, Smt. Sulata Dutta and legal heirs of owner 1) Late Parimal Dutta, Sri. Pankaj Dutta Smt. Sonali Dutta and Smt. Rupali Dutta as his legal heirs who inherited his share in undivided share as per Hindu Succession Act.

9). While in Such possession Owner Smt. Sulata Dutta died unmarried intestate on 16.01.2019 leaving back owners Sri. Sukhendu Dutta and legal heirs of owner late Parimal Dutta Sri. Pankaj Dutta, Smt. Sonali Dutta and Smt. Rupali Dutta as her legal heirs who inherited his share in undivided share as per Hindu Succession Act.

9.While in Such possession Owner number 6) Sri. Sukhendu Dutta died bachelor intestate on 26.03.2019 leaving back legal heirs of owner 1) Late Parimal Dutta, Sri. Pankaj Dutta Smt. Sonali Dutta and Smt. Rupali Dutta as his legal heirs who inherited his share in undivided as per Hindu Succession Act thereby making them 100 percent owners of the Schedule mentioned property.

10. That the Owner herein for the purpose of Development of their premises but due to their paucity of fund they wish to appoint an eminent Developer to develop the said property for construction in their said Property a building consisting of several flat/s and spaces therein at the cost of the Developer as per scheme or plan made by him.

14. The Developer herein knowing the proposal of Land Owner has agreed to take over the said Development work on Premises No.134, Rajamani Debya Road, P.S Thakurpukur, Kolkata - 700061 as per terms and conditions written herein with acceptance of the Owner herein in joint venture project and hence this Agreement is being made between them.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS-**

That this Agreement is commenced and /or shall be deemed to have been commenced on and from the date of execution of this Agreement and shall continue for the period of construction in terms of this Development Agreement and with such modification which has been agreed upon by and between the parties from time to time.

**TERMS AND CONDITIONS**

1. That the Development shall be made in Joint Venture project between the Land Owner and Developer herein in the manner mentioned below.
2. That the time for completion of Development work will be 24 (Twenty) months from the date of sanction of building Plan.
3. The Developer is to sanction the plan within 06 months from the date of execution this agreement and immediately thereafter is to handover a certified copy of the plan to the owners

4. After sanction of the plan the Developer in consultation with the owners, will demarcate the owners allocation in the new building and thereby a supplementary agreement along with the plan is to be notarised with the concerned authority.
5. That the Developer shall be entitled to all the constructed area (as per Sanction Plan) in each floor of the new building save and reserving the Owner's Allocation thereon, which is morefully and particularly described in the Second Schedule hereunder written and shall be referred to as Owner's Allocation.
6. That during Development the Land Owner shall be entitled to receive booking money in respect of their allocated flats, shops/ units as stated in the Second Schedule hereunder written in the proposed building from the intending buyers/ purchasers, with all co-operation from the Developer as and when required.
7. That during Development the Developer also shall be entitled to receive booking money in respect of it's/ his allocated flats/ units as stated in the Third Schedule hereunder written in the proposed building from the intending buyer/s with all co-operation from the Owners in the proposed building.
8. ACCESS FOR OWNERS TO THE SITE- The Owners and / or their representatives shall at all reasonable times be entitled to appoint architects/engineer whose duty shall be to act solely on behalf of the Owners to look after the construction work and owner's allocation under the direction of the

Owners and the Developer but the said representative should not interfere with the construction work, in case of any irregularity or application of inferior quality of materials if found, it should be brought into the knowledge of the Developer and the same should be regularised as per this present and sanction plan.

9. That after handing over the possession of land owners allocation the Developer shall be entitled to handover possession of his allocation and to get it's Flats registered in favour of it's intending buyer, in the proposed building and the Land Owner thereafter without claiming any further amount from the Developer shall sign, execute and confirm the said Sale and other transactions joining therein as Vendor or Confirming Party.

10. That for the purpose of construction and erection of the said building, the Land Owners hereby appointed, authorized and empowered the Developer for/and on behalf of/and on account of the Owner with standard materials as shall be approved by the Land Owner's and the Developer's Architect of the proposed Building for the time being and the decision of the Architect regarding the quality of materials shall be final and binding on the Developer and the Developer will not raise any objection in this regard or make recommendation.

11. That the proposed building shall be constructed in accordance with the Sanction Plan duly approved by the Developer and Land Owner and finally sanctioned by the Kolkata Municipal Corporation with such variations, modifica-

tions or alterations as may be deemed fit and proper by the Developer or the Architect and the Owner.

12. That the Owner herein declares and represents that they has absolute & indefeasible right, title and interest to said property/ premises and has a marketable title and interest to enter into this agreement with the Developer.

13. That the Owner herein also declare that the original title deeds and relevant documents shall be handed over to the Developer after execution of this Agreement with all relevant documents such as mutation certificate/ tax bill, tax clearance certificate etc. for search of Owner's title in the said Premises.

14. All expenses and liabilities for construction of the proposed building in the said premises shall be borne by the Developer only.

15. That the Developer undertakes to construct the Building and to pay any damages, penalties and/or compounding fees payable to the authority if impose.

16. That it is hereby further agreed by and between the parties herein that the period for completion of Development work only may be extended in case of force-mejeure i.e. natural calamity such as floods, earth - quake, riot, shortage of raw materials in the open market.

That The Developer with its own Fund shall Naben His Name of The owner with and BL & LRO and shall also Pay Ancur khawna and all apen Tax out of His own Fund And owners shall have No Liability .

17. The Owner hereby agrees and covenants with the Developer not to sell, let out, grant lease, mortgage, encumber, and/or charge the said Premises during

Sanjay Datta

construction work except receiving booking amount for flat from intending purchasers in respect of their allocation.

18. That the Developer hereby undertakes to resolve any problems which may arise in relation to the above construction and the Owners will not be held responsible for any such issues whatsoever.

19. The Owner undertakes that during the continuance of this agreement they will not enter into any Development agreement with any third party in respect of the said lands or any portion thereof.

20. That the Owner shall execute a registered General Power of Attorney in favour of the Developer or its representative so that the Developer shall act before any registering authority/ authorities to construct such flat building thereon, to negotiate with the intending purchaser/purchasers of flat/flats to fix - up the price of the flat/ flats at its own discretion and receive the booking money or advance payment/full consideration of the flat/flats and spaces therein and also to appear before any registration authority/ authorities for registration of the said flat /flats or spaces together with the undivided proportionate share of land of the said premises in favour his nominee/nominees or respective buyer/ buyers in respect of the Developer's Allocation therein, and to sign all relevant documents required to to get the sanctioned building plant from the office of the Kolkata Municipal Corporation.

21. If the Developer neglects or fails to complete the construction within stipulated period without any force- majeure (flood, earthquake, mob, strike etc

and natural calamity) in that event the Owner shall be entitled to claim Rs.20,000/- only p.m. till handing over of owner's allocation as liquidated damages from the Developer on account of loss/damage of the Land and premises thereon.

22. That the Developer shall have exclusive right to construct the building on the said land at its own cost without any hindrances or obstruction from the Owner or any person claiming through them. The type of construction, specification and good standard materials to be used and the detail design of the Building shall be only as per choice of the Developer and Land Owner.

23. That immediately after the said Building is ready and fit for habitation with the availability of water and electric connection as per sanction plan (and in this regard the decision of the Architect and the Developer for the time being shall be final and binding) the Developer shall serve a notice on the Owner and within 15 days from the date of such notice the Owners shall be present to receive the Owners Allocation and shall be liable to sign any Deed and Agreements for sale, conveyance and transfer of any Flat / space/ spaces / unit under Developer's Allocation in the new building and the said Premises in favour of Developer and or persons nominated by the Developer.

24. That the Developer shall be liable to and agrees to pay the municipal tax and all other outgoings payable till the date of Development Agreement and till the date of actual delivery of possession to the Owners.

25. That the Developer hereby agrees with the Owner to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's Actions with regard to the development of the said Building.
26. The Developer hereby declares that under no circumstances they will create any mortgage by way of securing the original title deed of the said land, and the developer will handover all the original deeds and documents of the said land upon completion of the building and selling the the developers allocation to the owners association of the said building to be constructed.
27. The Developer will provide an alternative rented accommodation of 2bhk flat measuring 750 sqft or pay monthly rent @ Rs.7,000/- (Seven Thousand) to Sri. Pankaj Dutta from the day of his sifting from the schedule mentioned premises till hi is handed over the physical possession of 1st Floor 750 sqft flat in the newly constructed building.

#### COMPLETION AND POSSESSION

- 1) The Developer shall complete the Construction of the said building within 24 months from the date of sanction of building plan from the Kolkata Municipal Corporation subject to the conditions mentioned herein and the building sanction should be obtained within 6 months from this present.
- 2) The decision of the Architects regarding the quality of materials used shall be final. The flat shall for all purposes be deemed to be completed as far as the said flat is internally completed with the fixtures and fittings affixed

thereto as mentioned in the Fifth Schedule hereto and the Developer provides reasonable egress and ingress thereto and water connection therein.

- 3) All the decisions of the Architects of both sides, Land Owner and the Developer regarding all measurement for Owner's allocated portion shall be final.
- 4) The Building shall be deemed to have been completed as and when the same is made fit for habitation in the view of the Architect of both the parties that is Owners and the Developers.
- 5) Immediately after the said Building is complete ready and fit for habitation as per the sanction plan (and in this regard the decision of the Architect and the Developer for the time being shall be final and binding) the Developer shall serve a notice on the Owner and within 15 days from the date of such notice (hereinafter called THE DATE OF POSSESSION) the Owner shall be deemed to have taken physical possession of their Unit/ Flat/spaces.
- 6) From the date of possession, the Owner and other occupiers shall be liable to and agree to pay and contribute the proportionate share of municipal rates, multi storied building tax and other taxes, maintenance and service charges and all other outgoings 'payable presently or which may be imposed or levied in future in respect of the said Flat and proportionately for the whole building and premises regularly and punctually.

- 7) That upon completion of the building the Developer will mutate the share of the Owners in their favour and the certificate of mutation will be handed over to the Owners, the cost of such mutation will be borne by the Owner.
- 8) Developer will arrange to get the completion certificate from the Kolkata Municipal Corporation within 9 months from the date of possession of the Owners.

#### RESTRICTIONS AND OTHER OBLIGATION

- A) The Developer hereby agrees with the Owner as follows: -
  - i) Not to part with the possession and/or deliver physical possession of the Developer's Allocation or any portion thereof unless possession of the Owner's Allocation is delivered to the Owner, provided however it will not prevent the Developer from entering into any agreement for sale to deal with the Developer's Allocation in respect of Developer's share of Allocation.
  - ii) Not to do any act, deed or thing whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of and of the Owner's Allocation in the building at the said premises after getting possession thereof.
  - iii) To keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's Actions with regard to the development of the said Building.
- B) The Owner hereby agree and covenant: -

- i) Not to cause any interference or hindrance in the construction of the said Building at the said premises except they found that Developer is not maintaining proper specification or they are deviating from the sanction Plan/Scheme.
- ii) Not to let out, grant, lease, mortgage and/or charge the said premises or any portion thereof without the consent in writing of the Developer during the period of construction.
- iii) To make out a clear and marketable title to the said property, hereditaments and premises agreed to be developed and ultimately to be conveyed free from reasonable doubts and all encumbrances and shall at their own costs and expenses get in all outstanding estates and clear all defects in the title and all encumbrances and claims and or to the said Property including all claims by way of sale, exchange, mortgages, gifts, trusts, possession and or otherwise.
- iv) To keep the Developer indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Owner's Actions with regard to the title and development of the said Building.
- v) To pay the charges for installation of the separate electric meter in respect of Owners allocation in their name as per C.E.S.C rules.

NOTICE

All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 7th day of the date the same has been delivered for dispatch to the postal authority by registered post with acknowledgment due at the last known address of the parties hereto.

ARBITRATION

All disputes and differences between the parties hereto regarding the construction in interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be first referred to the arbitration of any person nominated by the parties herein and the same shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act, 1996 [previously the Indian Arbitration Act, 1940] or any statutory enactment or modification thereunder.

JURISDICTION

Courts at Calcutta alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of this Agreement. That this Agreement is made in duplicate and after execution and signing one is retained by the Land Owner and other with Developer.


FIRST SCHEDULE OF PROPERTIES

(Description of the said Land/ Premises)

SCHEDULE OF THE PROPERTY REFERRED TO ABOVE


ALL THAT piece and parcel of bastu land measuring an area 4 (Four) Cottahs 10 (Ten) Chittaks 0 (zero) sq.ft. be the same a little together with structure having brick wall and R.T shed standing thereon covering 120 sq.ft. lying or situate in the district 24- Parganas (South), Police station

Thakurpukur comprised in L.O.P no.25 C.S.plot no.6(P) in Mouza Paschim Barisha J.L. no.19, P.S. Thakurpukur Premises Number 134, Rajamani Debya Road Assessee Number 411260201340 within the municipal limits of Ward No. 126 of the Calcutta Municipal Corporation, TOGETHER WITH all sorts of easement rights over the common passage / Road and other benefits, facilities, advantages and appurtenances thereto butted and bounded in the manner following :-

On the North : Colony Road 

On the South : 16 feet wide KMC Road

On the East : L.O.P - 28.

On the West : Colony Road. 

SECOND SCHEDULE ABOVE REFERRED TO: -

(Owner's Allocation)

**“OWNER’S ALLOCATION”** shall mean shall mean **ALL THAT** one flat comprising 720 sqft super built up area on the First Floor, 3 shops measuring 120 sqft , 70 sqft and 70 sqft all super built up area on the ground floor of the proposed multi storied building as per Building Sanction Plan sanctioned from the Kolkata Municipal Corporation together with the undivided proportionate share of right, title and interest of the land particularly mentioned in the Schedule “A” on which the Building is constructed and also together with undivided proportionate share of right, title and interest of the land comprised in the said building and right to enjoy the common areas, facilities and amenities as available or to be available in the said premises along with the Owners’ right to sell, transfer, let out or

deal with or self use or in any manner deal with the same as the owner thereof and a non refundable amount of Rs.60,00,000/- (Sixty Lakh) only, payable as follows:

- |   |                |
|---|----------------|
| A) At the time of signing this present                | Rs.3,00,000/-  |
| B) 30 days from the date of the Development Agreement | Rs.12,00,000/- |
| C) After obtain the building sanction plan            | Rs.15,00,000/- |
| D) After completion of the building structure.        | Rs.15,00,000/- |
| E)At the time of possession.                          | Rs.15,00,000/- |

THIRD SCHEDULE ABOVE REFERRED TO: -

(Developer's Allocation)

Shall mean- All That the entire of the total constructed floor/ flat area of each floor of the proposed multi-storied building to be constructed Premises No. 134 Brajamani Debya Raod, Kolkata - 700061, as per Sanction of the Building Plan from the K.M.C. and completed as per specification annexed herein, together with undivided, un-demarcated, proportionate share of the land underneath the said building in the said premises and undivided and impartible proportionate share in the common parts, amenities and facilities and all easement rights for ingress and egress thereto etc, **save and except what is allowed to the Owners duly mentioned in Second Schedule written above.**

FOURTH SCHEDULE ABOVE REFERRED TO: -

(Description of Common Parts and Portions)

- a) Installations in the said Building. b) Main entrance and all entrances and exits of the premises c) Corridors. d) Staircase and Stair Landings. e) Landings. f)

Passages. g) Ways h) Courtyards i) Common Sewerage & drainage system. j) Water Pump and distribution common pipes, pump room k) Boundary walls l) Overhead & Underground Reservoir. m) Common roof or topmost roof of the building. n) Common Service line and o) Lift and Lift machine room if installed p) Common Toilet q) Caretaker's/ Drivers Room, Such other common parts, areas, equipments, installations, fixtures, electrical wirings, fittings and spaces in or about the said Building as are necessary for passage to or use and occupancy of the respective unit/s in common and as are specified by the Developers expressly to be common parts after construction of the said Building.

#### FIFTH SCHEDULE ABOVE REFERRED TO:

#### SPECIFICATION OF BUILDING

- a) SITE ADDRESS : 134, Rajamani Debya Road, Kolkata - 61.
- b) STRUCTURE : RCC
- c) WALL : "A" Class Brick (All partition walls should be made 5"-3" thickness.
- d) FINISH : Inside plaster of paris outside weather coat paint.
- e) BATHROOM : Glazed tiles up to 6 feet height, provision for hot & cold water in one bathroom C. P. & sanitary fittings from standard company. (both English)
- f) FLOORING : Marble/Vitrified Tiles, Marble flooring in bath room & Kitchen.
- g) DOORS : Panel wooden doors including entrance door.

- h) .KITCHEN : Kitchen platforms will be made from granite stone and glazed tiles upto 2 feet height.
- i) WINDOWS : Sliding Aluminium windows.
- j) ELECTRICITY : Concealed copper wire, C.E.S.C. meter on cost.
- k) WATER : Water supply from Kolkata, Municipal Corporation.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seals on the Day, Month and Year first above written.

Signed, Sealed and Delivered by the

Land Owner/ Owner abovenamed at Kolkata

in the presence of :

1. *Seemita Mishra*  
add. Rampur (M)  
Gobindapur,  
KOL - 700141

*Rupali Dutta*  
*Sonali Biswas*  
*Pankaj Datta*

---

Signature of the Land Owner

SKYARE DEVELOPERS PVT. LTD.

*Pradeep Kumar Acharya*

DIRECTOR

2. *Samiir Shaw*  
54, R. K. Sarani  
Bachula - Kolkata - 700060

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Signature of the Developer

### MEMO OF CONSIDERATION

Received of and from the within named DEVELOPER within mentioned the sum of Rs.3,00,000/- (Rupees Three Lakhs) only as non refundable advance amount as Part of Owner's allocation and as per terms of this Development Agreement for construction at K. M. C. Premises No. 134, Rajamani Debya Road, Kolkata- 700061, as per memo below.

	Paid by	Cheque No.	Dated.	Drawn on Bank/ Branch	Amount (Rs)
1.	798	17.01.2025	BOB Silpara Branch	Rs.1,00,000/-	
2.	799	17.01.2025	BOB Silpara Branch.	Rs.1,00,000/-	
3.	800	17.01.2025	BOB Silpara Branch.	Rs.1,00,000/-	
<b>Total</b>				<b><u>Rs 3,00,000/-</u></b>	

We say We received

Witnesses-

1. *Sumita Misra*  
Add: Parkpur (N)  
Gosindapur,  
KOL- 700141

*Rupali Dutta*  
*Sonali Biswas*  
*Pankaj Datta*

Signature of Owner/Owners

2. *Samin Shaw*  
54, R. K. Sarani  
Batala-Kolkata-700060

Drafted By Me:-

*Ratan Dev. Datta*  
*Advocate*  
*208/277/83*  
*2 No. per criminal court*  
*Kolkata-27*

SPECIMEN FORM FOR TEN FINGER PRINTS



Rupali Dutta

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



Sonali Biswas

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



Pankaj Datta

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



Pradeep Kumar Adhikari

Pradeep Kumar Adhikari	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

### Major Information of the Deed

Deed No :	I-1603-00881/2025	Date of Registration	17/01/2025
Query No / Year	1603-2000151976/2025	Office where deed is registered	
Query Date	16/01/2025 3:53:50 PM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	JOY BISWAS Alipore Judges Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9903476152, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 3,00,000/-]		
Set Forth value	Market Value		
	Rs. 46,43,003/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 3,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :







District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Brojomony Debya Road, , Premises No: 134, , Ward No: 126 Pin Code : 700061

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	4 Katha 10 Chatak		46,25,003/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>				<b>7.6313Dec</b>	<b>0 /-</b>	<b>46,25,003 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	120 Sq Ft.	0/-	18,000/-	Structure Type: Structure
Floor No: 1, Area of floor : 120 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Thatched, Extent of Completion: Complete					
<b>Total :</b>		<b>120 sq ft</b>	<b>0 /-</b>	<b>18,000 /-</b>	



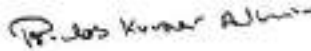


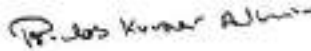


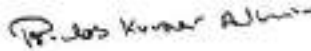
**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Mrs Rupali Dutta, (Alias: Rupali Mondal)</b> Daughter of Late Parimal Dutta Executed by: Self, Date of Execution: 17/01/2025 , Admitted by: Self, Date of Admission: 17/01/2025 ,Place : Office		 Captured	Signature Rupali Dutta
	17/01/2025	LTI 17/01/2025	17/01/2025	
Fuleswar Howrah, City:- Not Specified, P.O:- Fuleswar, P.S:-Howrah, District:-Howrah, West Bengal, India, PIN:- 711316 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India Date of Birth:XX-XX-1XX0 , PAN No.:: caxxxxxx7n, Aadhaar No: 66xxxxxxxx6613, Status :Individual, Executed by: Self, Date of Execution: 17/01/2025 , Admitted by: Self, Date of Admission: 17/01/2025 ,Place : Office				
2	<b>Name</b> <b>Mrs Sonali Biswas, (Alias: Sonali Dutta)</b> Daughter of Late Parimal Dutta Executed by: Self, Date of Execution: 17/01/2025 , Admitted by: Self, Date of Admission: 17/01/2025 ,Place : Office		 Captured	Signature Sonali Biswas
	17/01/2025	LTI 17/01/2025	17/01/2025	
149/3, Becharam Chatterjee Road, City:- Not Specified, P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India Date of Birth:XX-XX-1XX7 , PAN No.:: bgxxxxxx4g, Aadhaar No: 85xxxxxxxx8325, Status :Individual, Executed by: Self, Date of Execution: 17/01/2025 , Admitted by: Self, Date of Admission: 17/01/2025 ,Place : Office				
3	<b>Name</b> <b>Mr Pankaj Dutta</b> Son of Late Parimal Dutta Executed by: Self, Date of Execution: 17/01/2025 , Admitted by: Self, Date of Admission: 17/01/2025 ,Place : Office		 Captured	Signature Pankaj Dutta
	17/01/2025	LTI 17/01/2025	17/01/2025	
34, Brajamani Debya Road, City:- Not Specified, P.O:- Sarsuna, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700061 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India Date of Birth:XX-XX-1XX5 , PAN No.:: bwxxxxxx2k, Aadhaar No: 92xxxxxxxx1392, Status :Individual, Executed by: Self, Date of Execution: 17/01/2025 , Admitted by: Self, Date of Admission: 17/01/2025 ,Place : Office				



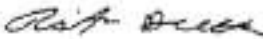
**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>SKYARE DEVELOPERS PRIVATE LIMITED</b> 98A/3, Brojomoni Debya Road, City:- Not Specified, P.O:- Thakurpukur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700061 Date of Incorporation:XX-XX-2XX6 , PAN No.:: AAxxxxxx6E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature											
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr Prodos Kumar Adhikari (Presentant)</b>                      Son of Mr Provat Kumar Adhikari                      Date of Execution - 17/01/2025, , Admitted by: Self, Date of Admission: 17/01/2025, Place of Admission of Execution: Office                 </td> <td>   <small>Jan 17 2025 3:02PM</small> </td> <td>   <small>L1 17/01/2025</small> </td> <td>   <small>17/01/2025</small> </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	<b>Mr Prodos Kumar Adhikari (Presentant)</b> Son of Mr Provat Kumar Adhikari Date of Execution - 17/01/2025, , Admitted by: Self, Date of Admission: 17/01/2025, Place of Admission of Execution: Office	 <small>Jan 17 2025 3:02PM</small>	 <small>L1 17/01/2025</small>	 <small>17/01/2025</small>	259, Kalitala Road, City:- Not Specified, P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX6 , PAN No.:: aRxxxxxx4A, Aadhaar No: 76xxxxxxxx4866 Status : Representative, Representative of : SKYARE DEVELOPERS PRIVATE LIMITED (as Director)		
Name	Photo	Finger Print	Signature									
<b>Mr Prodos Kumar Adhikari (Presentant)</b> Son of Mr Provat Kumar Adhikari Date of Execution - 17/01/2025, , Admitted by: Self, Date of Admission: 17/01/2025, Place of Admission of Execution: Office	 <small>Jan 17 2025 3:02PM</small>	 <small>L1 17/01/2025</small>	 <small>17/01/2025</small>									

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mrs Rita Dutta</b> Wife of Late P DUTTA Alipore Judges Court, City:- Not Specified, P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	 <small>17/01/2025</small>	 <small>17/01/2025</small>	 <small>17/01/2025</small>
Identifier Of Mrs Rupali Dutta, Mrs Sonali Biswas, Mr Pankaj Dutta, Mr Prodos Kumar Adhikari			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mrs Rupali Dutta	SKYARE DEVELOPERS PRIVATE LIMITED-2.54375 Dec
2	Mrs Sonali Biswas	SKYARE DEVELOPERS PRIVATE LIMITED-2.54375 Dec
3	Mr Pankaj Dutta	SKYARE DEVELOPERS PRIVATE LIMITED-2.54375 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mrs Rupali Dutta	SKYARE DEVELOPERS PRIVATE LIMITED-40.00000000 Sq Ft
2	Mrs Sonali Biswas	SKYARE DEVELOPERS PRIVATE LIMITED-40.00000000 Sq Ft
3	Mr Pankaj Dutta	SKYARE DEVELOPERS PRIVATE LIMITED-40.00000000 Sq Ft

**Endorsement For Deed Number : I - 160300881 / 2025**

**On 17-01-2025**

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

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

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

Presented for registration at 14:22 hrs on 17-01-2025, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr Prodos Kumar Adhikari ,.

**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 46,43,003/-

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

Execution is admitted on 17/01/2025 by 1. Mrs Rupali Dutta, Alias Rupali Mondal, Daughter of Late Parimal Dutta, Fuleswar Howrah, P.O: Fuleswar, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711316, by caste Hindu, by Profession Others, 2. Mrs Sonali Biswas, Alias Sonali Dutta, Daughter of Late Parimal Dutta, 149/3, Becharam Chatterjee Road, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession Others, 3. Mr Pankaj Dutta, Son of Late Parimal Dutta, 34, Brajamani Debya Road, P.O: Sarsuna, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by Profession Others

Indetified by Mrs Rita Dutta, , Wife of Late P DUTTA, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 17-01-2025 by Mr Prodos Kumar Adhikari, Director, SKYARE DEVELOPERS PRIVATE LIMITED (Private Limited Company), 98A/3, Brojomoni Debya Road, City:- Not Specified, P.O:- Thakurpukur, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700061

Indetified by Mrs Rita Dutta, , Wife of Late P DUTTA, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 3,053.00/- ( B = Rs 3,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 3,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/01/2025 9:17AM with Govt. Ref. No: 192024250361257121 on 17-01-2025, Amount Rs: 3,021/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 2035729289 on 17-01-2025, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 7,011/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 4768, Amount: Rs.10.00/-, Date of Purchase: 15/01/2025, Vendor name: A K SAMAJPATI

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/01/2025 9:17AM with Govt. Ref. No: 192024250361257121 on 17-01-2025, Amount Rs: 7,011/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 2035729289 on 17-01-2025, Head of Account 0030-02-103-003-02



**Debasish Dhar**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - III SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2025, Page from 25152 to 25185

being No 160300881 for the year 2025.



*Dhar*

Digitally signed by Debasish Dhar  
Date: 2025.01.17 17:17:43 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 17/01/2025

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.