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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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Whereas the Documents  
or Admitted to Registration the  
Signature Sheet and the Endr-  
osements attached with this  
Documents are the Part of the  
Document

A D & R. Durgapur  
Durgapur

27 MAR 2023

### DEVELOPMENT AGREEMENT

|              |   |                    |
|--------------|---|--------------------|
| Dist.        | : | Paschim Bardhaman. |
| Mouza        | : | Kaliganj.          |
| P.S.         | : | New-township.      |
| Area of Land | : | 4 Katha.           |

(Signature)

This Development Agreement is made and presented before the  
Office of the ADSR Durgapur on this the 27<sup>th</sup> Day of March,  
2023.

**THAT HAS ENTERED INTO BETWEEN: -**

**MRS MITHU GUHA** Wife of Mr Ajay Guha, by faith: Hindu, by Occupation: Housewife, Citizen of India and being the Resident of Tetikhola, City:- Durgapur, P.O:- Araah, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212; hereinafter Referred to as the **OWNER / VENDOR** (Which Expression Shall unless otherwise Excluded by or Repugnant to the Context be Deemed to mean and include each of their Heirs, Legal Representatives, Executors, Administrators and/or Assigns ) of the **FIRST PART.**

**A N D**

**SKY HOMES INFRA**, a partnership firm presently having its Office at B Block, Amrita Green View Housing Pvt. Ltd., Bamunara, City:- Durgapur, P.O:- Bamunara, P.S:- Kanksa, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212; represented by one of its Partner, viz., **MR AYAN BANERJEE** Son of Mr Biswajit Banerjee, by faith-Hindu, Citizen of India, by occupation-Business, resident of BanerjeeGoswami Para, Bamunara, City:- Durgapur, P.O:- Bamunara, P.S:-Kanksa, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212 ; hereinafter called and referred to as the **DEVELOPER** (which Expression shall unless otherwise Excluded by or Repugnant to the Context be deemed to mean and include its Successors, Successors-in-Interest and/or Assigns) of the **SECOND PART.**

**WHEREAS** the present vendor is now the absolute owner of the said schedule below property being a land as the present vendor / owner is in uninterrupted ownership, possession and enjoyment of the schedule property as the said land was been purchased by the aforestated vendor from Smt Urmila Das, Sri Dipak Kumar Das and Sri Ajay Kumar Das vide Deed Being No.: I-04052 for the year 2008 registered before the Office of the ADSR at Durgapur. Also in recent times, a Deed of Declaration has been executed among the parties to rectify a mistake in a schedule land more-fully detailed therein entered among them vide Deed Being No.: I-02612 for the year 2023 registered before the Office of the ADSR at Durgapur. AND, as such recorded her name before the Office of the BL&LRO, Faridpur-Durgapur (now Addl. Faridpur Durgapur) in LR Khatian No.: 913; of which and until now the present vendor is in uninterrupted possession and ownership having every unfettered right, title, interests over the schedule premises thereon and paying taxes and levies thereon & is free from all such encumbrances, liens and appendages thereto and without any interferences, objection or interruption from anybody having permanent, heritable and transferrable right, title and interest therein as they became the owner(s) of the land and forming part of the R.S Plot No.: 1445 & 1446 more-fully described in the schedule hereto.

**WHEREAS** the First Party(s) as aforementioned is the absolute and lawful owner of the said immovable property as schedule below and since then she / they're in absolute, lawful, peaceful, physical possession and occupation over the same without any kind of let, hindrance or disturbances from any corner; of which the said property was entered in the name(s) of the First Party in the records of the landlord, the State and which has being exercising all acts of ownership over said landed property without any disturbances from any corner and by the payment of due land revenue for the said property to the Landlord the State and obtain receipts thereof in its own name and have been occupying the said landed property by exercise of all acts of ownership thereto.

**AND WHEREAS** the first party(s) is desired to get the aforesaid landed property developed into a Multi-storied Building complex constructed thereon through any Sincere, Responsible and Reputed Builder and the Second Party after having come to

know of such intentions of the First party; approached the First Party and therefore the First party(s) agreed to the proposal of the Second Party with regard to the development & construction of the proposed Multi-storied Building complex upon the said below schedule landed property.

**AND WHEREAS** the desire to develop the First schedule property by construction of a multi-storied building complex(s) up to the maximum limit of floor consisting of so many flats, unit(s), complex(s), and parking space(s), space(s), etc. as per plan approved by the Zila Parishad / Jemua Gram Panchayat Authority and/or P&RD and other competent authority(s) but the owners / vendors, of not having sufficient funds for the development and construction work and for the said reason the First Party(s) is in search of a Developer for the said development and construction work and as such & after prolong discussion between the party(s) assign and appoint the second party(s) as Developer(s) to develop and construct the said property forming into a residential complex(s).

**AND WHEREAS** While in peaceful enjoyment of the scheduled property, the said Owners being Desirous of Developing the said Scheduled Plot of Land and Construct a Multi-storied Building thereon in accordance with the Sanctioned Building Plan through an Efficient, Experienced & Financially-sound Developer. Accordingly, the said Owners have Approached & Expressed their Desire to the said Developer, being M/s. **SKY HOMES INFRA**, a Competent, Financially Sound and Experienced in Civil Construction Work having Reputation in this regard, for Development & Construction of the Proposed Multi-storied Building Consisting of Several Self-contained Residential Flats Spaces and Car Parking Spaces (C.P.S.) on the said Premises.

**AND WHEREAS** upon the aforesaid Representation of the said Owners and subject to Verification of the Title of the Owners concerning the said Premises, the Developer has Agreed to Develop the said Premises Constructing a Multi-storied Building Comprising of Several Flats Spaces and Car Parking Spaces on the said Premises in accordance with the Sanctioned Building Plan and as per Specifications at the Cost and Responsibility of the said Developer.

**NOW THIS INDENTURE WITNESSETH AND IS AGREED AMONG THE PARTIES AND THEREFORE REDUCED IN WRITING AS HERETO:**

**I - OWNER(S) / VENDOR(S) / & DEVELOPER(S):** - Shall mean names and details as envisaged above as First and Second Party thereto.

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- (a) **"PREMISES"** shall mean and more-fully described as in schedule hereto which is presently under New-township P.S., Mouza: Kaliganj, Dist. – Paschim Bardhaman.
  - (b) **"BUILDING"** shall mean the Multi-storied Building consisting of several Self-contained Residential Flats / Apartments / Car Parking Spaces and other Service Areas, Common Areas, Stairs, Staircases, etc. to be constructed with the maximum Floor Area Ratio (F.A.R.) available or permissible under the rules and regulations by the said Developer upon the Scheduled Premises according to Sanctioned Plan from the competent authority.
  - (c) **"COMMON AREAS AND FACILITIES"** shall mean and include Corridors, Stairs, Staircases, Passages, Driving-ways, Pump-Room, Tube-well, Underground Reservoir, Overhead Water-tank, Water-pump-motor and other Facilities which may be mutually agreed among the Parties hereto and as may be required for the

Establishment, Location, Enjoyment, Provisions, Maintenance and/or Management.

- (d) **INTERNAL DEVELOPMENT WORKS** means roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting, provision for community buildings and for treatment and disposal of sewage and sullage water, solid waste management and disposal, water conservation, energy management, fire protection and fire safety requirements, social infrastructure such as educational health and other public amenities or any other work in a project for its benefit, as per sanctioned plans.
- (e) **APARTMENT / UNIT** whether called block, chamber, dwelling unit, flat, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or a plot of land, used or intended to be used for any residential use such as residence, or for carrying on any business, occupation, profession or trade, or for any other type of used ancillary to the purpose specified.
- (f) **"UNDIVIDED SHARE"** shall mean the Undivided & Impartible Proportionate Share in the Land Attributable to any Flat(s)/Apartments/ Spaces/Car Parking Spaces of the proposed Multi-storied Residential Building as aforesaid.
- (g) **"ARCHITECT"** and **"ENGINEER"** shall mean any Professional and/or Expert Person or Firm appointed or nominated by the said Developer as the 'Architect' / Engineer for the Proposed Multi-storied Building to be constructed on the said Premises of the Owners.
- (h) **"BUILDING PLAN"** shall mean the Plan for the Purposes of Construction of the proposed Multi-storied Residential Building to be Sanctioned by the Zila Parishad / G.P. / P&RD / Appropriate Authority in the name of the owners at the cost of the said developer and shall include such renewal or revival or amendments thereto and/or modification thereof made or caused by the said developer in consonance albeit with the Landowner taking in loop the Appropriate Authority.
- (i) **"TRANSFER"** with grammatical variations shall mean and include the Transfer by Possession or by any other means Adopted for Effecting what is understood as a Transfer of Flat/Space with Ownership in the Proposed Multi-storied Building to the Intending Purchaser(s) or Nominee(s) of the said Developer from the Allocation of the said Developer.
- (j) **"FORCE MAJEURE"** shall mean Flood, Earthquake, Riot, Storm, Tempest, Civil Commotion, Strike, Lock-out or pandemic or price hike of materials, any other Acts or Commissions beyond the Control of the Party Affected thereby.
- (k) **"COMMON EXPENSES"** shall mean and include all Expenses to be Incurred for the Maintenance, Management, Up-keeping, Security, Administration of the Proposed Multi-storied Building and in particular the Common Areas and Installations and other Common Purposes and Rendition of Services in common to the Occupiers.
- (l) **"ADVOCATE & LAW FIRM"** shall mean AR & Associates, a registered legal firm established at Durgapur represented by one of its Managing Partner cum Advocate Mr. Rakesh Chakraborty, practicing Ld. Advocate of Durgapur Court,

Dist.: – Paschim Bardhaman, as paneled Advocate of the Developer for Drafting of all Agreements, Sale-Agreements, Sale-Deeds, and Registration thereof and all Legal Matters relating thereto and also for Legal Advices.

(m) **“VACANT POSSESSION”** shall mean the Delivery of Peaceful Vacant Possession by the Lawful Owners in favour of the said Developer on or before the Commencement of the Construction of the Proposed Multi-storied Building or at the time of execution of this agreement or as soon as the Appropriate Authority Requires the same for the Purpose of Sanctioning the Building Plan.

(n) **“OWNERS’ ALLOCATION AND CONSIDERATION”** shall mean and include, of the Proposed Multi-storied Residential Building on the said Land/Premises in all respects by the said Developer according to the said Sanctioned Plan as hereto : -

i) **Allocation to the stated Vendor as per the said Plan and as per her area of land: 32% (Thirty-two) percent of the Saleable area of such sanctioned and approved Plan from the G.P. / Zilla Parishad / P&RD or from such competent authority(s)** from the stated development works of such construction area over the said premises and as per sanctioned and approved Plan together with undivided, impartible and proportionate interest over the said landed property of the said proposed residential building allocated in the schedule earmarked in **Schedule “B”** as hereto.

ii) In consideration of the Vendor(s) having appointed the Second Party(s) as Developers of the said property and the Vendor(s) agreeing to allow the Developers to appropriate themselves the profits arising from the said development as is hereinafter provided. On execution of these presents the Vendor(s) shall handover the vacant and peaceful possession of the said property to the Developers for the purpose of development. As acknowledged by the Vendor(s), the Developer(s) has paid a sum of **Rs.1,00,000/- (Rupees One Lakh)** as lump sum amount vide Cheque No.: 066554 at Axis Bank dated 24.03.2023; and Rs.3,84,000/- to be paid as lump-sum at the time of execution of Development POA as Security Deposit which will be adjustable or refundable against the stated area allocation as stated above in the later part being delivered in a manner.

1.1 **“DEVELOPER’S ALLOCATION”** Shall mean the entire proposed multi-storied building except the said aforestated owner’s part with such maximum floors as being sanctioned and approved by the Zila Parishad / Panchayat and/or competent authority(s) together with undivided, impartible and proportionate interest unto the said land.

(o) **“WORD IMPORTING SINGULAR”** shall include Plural and vis-à-vis.

## 2. **THE SAID OWNERS DECLARE AS FOLLOWS :-**

(a) That the said Owners have good Right, Title and Interest in the Scheduled Premises and are fully possessed of and/or well & sufficiently entitled to the said Premises.

(b) That the said Premises is Free from all Encumbrances, Charges, Lis-pendens, Leases, Occupancy Right, Acquisition, Requisition, Liens,

Attachment, Trust, Claims, Demands and Liabilities whatsoever or howsoever.

- (c) Save and Except the said Owners, No other Person has any Right, Title, Interest in the said Premises or any part thereof as Licensee, Mortgagee, Purchaser or otherwise. However, there is no minor interested in the said property and hence the question of obtaining the sanction from the competent Court / authority(s) relating to minor's interest along and with the said property does not even arise.
- (d) That the Vendors hereby declare that no notice from Government or any other body or authority or under the Panchayat Act or Land Acquisition Act or The Defence of India Act or under any other legislative enactments, Government Ordinances, Order or Notification (including any notice for acquisition or requisition of plots or any part thereof) has been received by or served upon them or any other person/s interested therein nor is the said plot or any part thereof included in any intended or publishes scheme of improvement of the Municipal, Government body or Public Body or authority.
- (e) That the Vendor hereby authorize the Developers to sign banking documentations regarding bank finance and other requisite formalities and execute applications, writings, undertakings for amalgamation, layout, sub-division, building plans and other assurances and submit the same to the Municipal / Panchayat and Public authorities and to obtain commencement certificate, etc. for obtaining different types of applications and other proformas. It is also agreed that all the costs, charges and expenses to be incurred in pursuance of this clause save and except as provided otherwise in this Agreement shall be borne and paid by the Developers. The Second Party shall be entitled to mortgage the subject noted landed property to avail bank finance and First Party hereby admits that he/they shall have no-objection in this regard in any manner.
- (f) To execute necessary documents and present the same before the appropriate authority for formation of Association under the provisions of West Bengal Apartment Ownership Act, 1972, Real Estate (Regulation and Development) Rules and/or RERA.
- (g) Save and Except with the said Developer herein, the said Owners or either of them have never executed any Agreement for Sale or otherwise Transfer of the Premises or any part thereof or any Power of Attorney or any other Documents concerning & pertaining to the said Premises or any part thereof in favour of any other Person or have otherwise dealt with the said premises or any part thereof nor has accepted any earnest money or any such consideration thereof from any other Person or Persons.
- (h) The said Owners have No Difficulty in Complying with all other Obligations here under.

**3. THE SAID OWNERS AND THE SAID DEVELOPER DO HEREBY DECLARE AND COVENANT AS HERETO :-**

- i) That the said Owners hereby hand-over the vacant possession of the Plot as Detailed in Schedule-A Free from all encumbrances and grant exclusive

right to the said developer to undertake the construction of the proposed multi-storied building in accordance with the Building Plan to be sanctioned by the Appropriate Authority.

- ii) The Developer(s) prior to the execution of this agreement already examined and satisfied about the title deeds, various plans including building plan and all other relevant and necessary documents and has also made all essential and appropriate enquiries and has accepted the specifications of the materials to be used and measurements, dimension and designs and drawings and boundaries of the said Project/Buildings/Apartments and after been satisfied about the same entering into this agreement and have no objection thereof.
- iii) That the said Developer has agreed to develop and improve the said property ready for construction of the proposed multi-storied building at its own cost and expenses after executing these presents with the said owners.
- iv) That all Applications, Plans and other Documents, as may be Required by the Developer for the purposes of obtaining necessary sanction of the building plan and/or its alterations/modifications/variations of the building plan to be sanctioned by the appropriate authority shall be prepared and submitted by the said developer for and in the name of the said owners at the developer's own cost and expenses, and if any alterations/modifications/revival for making further plan for the proposed multi-storied building are required, the said developer shall sit with the owner and make the alteration final and for that purpose, then the said owner shall put his/their necessary signatures.
- v) That the Owners of the said premises, more particularly described in the schedule-A hereunder written, have agreed to allow the said developer for preparing the scheduled land by doing preliminary developmental work to improve the same to make it fit for the purposes of initial survey, taking correct measurement and for the construction of the multi-storied residential building consisting of several flats & parking spaces as per sanctioned building plan and as per specifications on the said premises or part thereof.
- vi) After signing of this Development Agreement, the Owner(s) of the aforesaid premises will empower any or all of the representative of the said developer company by executing a Registered Development Power of Attorney except the Owner's Allocation to Do, Act, Execute, Perform the necessary activities for the purposes of the said development and construction of the proposed multi-storied residential building upon the scheduled premises as per building plan and specifications and to enter into sale agreements with the intending purchasers in respect of the flats / spaces / car parking spaces, etc. under the said developer's allocation and/or to receive any amount of earnest money or advance towards consideration in respect of the said developer's allocation only out of the total sanctioned area of the proposed multi-storied residential building and also empowering him / them to sell the said flats / car parking spaces, etc. under the said developer's allocation on behalf of the owners by executing and presenting the Deed of Sale / Agreement to Sale before the A.D.S.R., Durgapur for Registration.



- vii) That for the Purpose of getting the Building Plan Sanctioned, the said Owner and Developer, if required, shall Sign all Applications, Petitions, Affidavit, Drawings, Sketches and for getting such alternative or modified plan or further plan to be sanctioned by the Authority and represent & appear, before the concerned authority and in their names and on their behalf in connection with all of the matters as aforesaid and in such circumstances, the owner shall extend their assistances, co-operations and signatures as and when necessary, to the developer for the interest of the proposed multi-storied residential building.
- viii) That the Developer shall construct the proposed multi-storied residential building on the said premises at its own cost in accordance with law and also as per building plan and during the construction and after construction, the said developer shall arrange to sell the constructed areas, being the said developer's allocation, together with undivided and impartible proportionate share in land and other common rights to the intending purchasers and shall receive part or full consideration money from the sale of the constructed areas of the proposed multi-storied residential building, being the said developer's allocations, to be erected at the cost of the said developer and for the same.
- ix) The Developer shall have the Right to Look-after, Manage, Supervise, Conduct and Do all and every Acts, Deeds, Matters and Things necessary for the purposes of developing and improving the said premises in order to make it perfect in all respects for construction of a multi-storied residential building complex thereon in accordance with the building plan and the owners shall have no-objection whatsoever in respect thereof at any time in future.
- x) The Proposed Multi-storied Residential Building shall be constructed in accordance with the sanctioned building plan and/or sanctioned modified building plan if the developer construct the proposed building in deviation of the sanctioned building plan and/or the sanctioned modified building plan and in such event, if the authority adopts any legal steps against the owners, the owners shall have no obligation to the effect.
- xi) In the event of the demise of any of the owners during the subsistence of these presents, the legal heirs of the demised owner shall sign, execute all or any papers and/or documents as may be required by the said developer for completion of the said multi-storied residential building being the subject matter of this agreement and shall always act and do all the necessary acts and things which the owners are under obligation to do under these presents at all material times without any hindrance or demur.
- xii) The Developer shall, at its own cost, construct and complete the proposed multi-storied residential building at the said premises in accordance with building plan and conforming to the specifications as mentioned as per the said Schedule hereunder written and as may be recommended by the architect from time to time appointed for the purposes and it is hereby clearly understood that the decision of the architect regarding the quality of the materials shall be final and binding on the parties hereto.



- xiii) That the Developer shall Install at the said Building on the said Premises a Water Storage Reservoir, Electric Wiring and Installations of other Facilities as are Required to be Provided in the Proposed Multi-storied Residential Building to be Constructed for Sale of Flats & parking spaces therein on Ownership basis, as mutually Agreed.
- xiv) That the said Developer shall make, build, construct, supervise and carry-out all the acts through the contractor and/or sub-contractors in such manner as thought fit and proper by the said developer for such construction of the proposed multi-storied residential building according to the building plan to be sanctioned by the authority and as per schedule specifications on the said premises.
- xv) That the said Developer are authorized by the owners in so far as it is necessary to apply for and obtain temporary connections of drainage, sewerage and/or other facilities, if required for the purposes of construction of the proposed multi-storied residential building.
- xvi) That from the date of making-over possession of the said premises to the developer, the rates and taxes and all other outgoings in respect of the said premises shall be borne and paid by the developer till completion & handing-over of the Flats/Spaces to the Prospective Buyers and the Owners; and the Developer will assist the Buyers to form an association or society for smooth running of the entire premises.
- xvii) That the Owners and the Developer shall abide-by all the terms and conditions of this agreement and shall extend necessary co-operation and put their best efforts to make the proposed project a successful and model one.
- xviii) That the owners hereby declare that the premises, as mentioned in the schedule-A hereunder written, has good and clear marketable title and the owners also hereby undertake to indemnify and to keep the said developer indemnified from and against any third party claim, action and demand whatsoever. The owners shall settle the local dispute & difference if any arises during the construction of the proposed building.
- xix) The owners shall not interfere with the construction work of the proposed multi-storied residential building by the said Developer, but the owners have every right to inspect the construction at any point of time till completion of the construction work.
- xx) The Time for Completion of the Proposed Multi-storied Residential Building is scheduled at 36 (thirty-six) Months with a grace period of 06 (six) Months and shall commence w.e.f. the date of sanction of the plan of the proposed multi-storied residential building by the appropriate authority. The time for completion may be extended for such further period as may be required due to force majeure.
- xxi) That the Owners will be responsible for any kind of dispute if any, arises due to any act or deed related to the title of the scheduled premises or predecessor-in-title of the said property.



- xxii) That the Owners shall have No-Objection in respect of the purchase of the flats &/or parking spaces &/or spaces by the intending purchasers out of the developer's allocation and if those flats &/or parking spaces &/or spaces are sold and financed through any such financial institutions or Banks viz., SBI, Indian Bank, PNB, HDFC, LIC, HFL or any other Financial Organizations; and the Developers shall be free to execute any agreement(s) either Sale or otherwise with such intending purchaser(s) or with the Banker(s) if required taking the details of stated Owner(s) in loop.
- xxiii) That likewise, the Developer shall have No-Objection in respect of the purchase of the flats, spaces &/or parking spaces by the intending purchasers out of the Owner's allocation and if those flats &/or parking spaces are sold and financed through any such financial institutions or Banks viz., SBI, Indian Bank, PNB, HDFC, LIC, HFL or any other Financial Organizations; and likewise the Owner(s) shall be free to execute any agreement(s) either Sale or otherwise with such intending purchaser(s) or with the Banker(s) if required, citing the details of stated Developer(s), being made a confirming Party thereof to such proposed agreement to sale. And, in that sense the Owner(s) could take the said amount so received from the intending purchaser(s) against such proposed Unit(s) in his account; and the Developer(s) shall not have any objection thereon in relation to the sale proceeds of the said area.
- xxiv) That the Owners shall have no claim on the sale proceeds of the said constructed area in the proposed multi-storied building other than the owners' allocation in the proposed multi-storied residential building, as described in the schedule, which shall rightfully belong to the developer in consideration of its investment and endeavour in erecting the proposed multi-storied residential building on the said scheduled premises as mentioned in the Schedule-A hereinafter written below.
- xxv) That the Owners shall have no right to object to the price to be claimed by the said developer from its intending purchaser or purchasers in respect of the constructed areas in the proposed multi-storied residential building other than the owners' allocation and vice-versa as mentioned in the Schedule hereinafter written below.
- xxvi) That the Owners have No Objection on being Treated as Owners of the Flats to be Constructed as Described in the Schedule-B hereafter written below even under the West Bengal Apartment Ownership Act XVI of 1972 subject to all subsequent Amendments and/or the Developer taking all necessary Steps towards Registering the aforesaid Construction comprising of several Self-contained Flats and parking spaces under the West Bengal Apartment (Regulation of Construction and Transfer) Act XVIII, 1979. The Cost of Maintenance and Taxes and Rates shall be borne by the Owners proportionately with the Developer or their Assignees as per the Rules and Bye-Laws to be prepared for the Purposes.
- xxvii) That the said Developer shall Complete the Owners' Flats in the proposed Multi-storied Residential Building Described in the Schedule-B hereunder written below Complete in all respects including Electrical Fittings and Fixtures, Fixing of Flash Doors and Windows, Plumbing Works, Parish Work in the Inside Wall etc. as per the Building Plan and Scheduled



Specifications and shall Deliver Possession of the same to the Owners within a Month or two from the Date of Completion of the same.

- xxviii) That the developer shall institute, conduct or prosecute any suit or legal proceedings in the name of the owners and vice-versa that may be found necessary to be filed against the adjoining owners of the said premises and/or any person or persons in connection with the said premises or promotion thereof and the proposed multi-storied residential building to be constructed thereon and also shall defend any suit or proceedings on behalf of the owners and shall give necessary instructions on behalf of the owners, and the owners shall sign the Vakalatnama, plaint, petition, affidavits and other pleadings and papers that may be required to be filed in connection with such suits and proceedings and shall verify and affirm the same and do all other acts, deeds, matters and things as may be necessary for proper conduct thereof and preserving the best interest of both the owners and the developer herein.
- xxix) That each term of this agreement is the consideration for the other and failure to comply with the terms and conditions of this agreement by either of the parties hereto shall be cause of action for the other party to file a suit for specific performance of the said contract and all the costs and consequences for the same shall be borne by the defaulting party.

**4. IT IS FURTHER AGREED AMONG THE OWNERS AND DEVELOPER AS FOLLOWS:-**

- i) That as soon as the proposed multi-storied residential building is completed, the said developer shall give notice to the owners requiring the owners to take possession of the owners' allocation and/or can sale to such intending purchaser(s) in the proposed multi-storied residential building and after 30 (thirty) days from the date of service of such notice and at all times thereafter the owners shall be exclusively responsible for payment of rates & taxes, duties and other public outgoings and impositions whatsoever, payable in respect of the owners' allocation, provided that the said rates to be apportioned on pro-rata basis with the saleable spaces in the proposed multi-storied residential building if they are levied on the said building as a whole.
- ii) That the Owners and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities and keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly and indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default made by either of them.
- iii) That as and from the date of service of notice of possession, the owners or such intending purchaser(s) / allottee out of the said owner's allocation will also be responsible to pay and bear the service and maintenance charge for the common facilities in the constructed building payable with respect to the owners' allocation, and such charges are to include proportionate share of premium for the insurance of the said constructed building, water, fire and scavenging charges and taxes, light, sanitation, repair and renewal, charges for bill collection and management of the common facilities,

renovation, replacement and maintenance charges and expenses for the said building and of all common wiring, pipes, electrical and mechanical installations, appliances and equipment, stairways, corridors, passageways, gardens, parkways and other facilities whatsoever as may be mutually agreed from time to time, provided that if any additional insurance premium, costs and expenses by way of and for maintenance are required to be incurred for the said building by virtue of any particular use and/or in the accommodation within the owners' allocation or any part thereof, the owners shall be exclusively liable to pay and bear and reimburse such additional costs and expenses to the developer.

- iv) That neither party shall use or permit to be used the respective allocations in the proposed building or neither any portion thereof for carrying-on any illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance, annoyance or hazard to the other purchasers/occupiers of the apartments of the proposed building.
- v) That neither party shall make any structural alteration in their respective allocations without the previous consent of the other provided, however, such alteration shall always be made with the approval of the appropriate authority as may be required for the purpose.
- vi) That both the parties shall abide-by all statutory rules and regulations, bye-laws etc. as the case may be and shall be responsible for any deviation, violation and/or breach of any of the said Laws, Bye-laws, Rules and Regulations.
- vii) That neither Party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and either party shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.
- viii) That neither Party shall throw or accumulate any rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the proposed building or in the compounds, corridors or any other portion or portions of the proposed building.

**5. THE OWNERS HEREBY AGREES AND COVENANT WITH THE DEVELOPER AS FOLLOWS :-**

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- i) Not to do any act, deed or thing whereby the developer may be prevented from selling, assigning and/or disposing of any of the developer's allocated portions in the proposed building at the said premises.
  - 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 said developer during the period of construction.
  - iii) To remain bound to execute all agreements for sale or transfer concerning the said developer's allocation and shall remain bound to execute a development power of attorney empowering the said developer or developer's agent to execute all such agreements for sale or transfer for

and on behalf of the owners concerning the said developer's allocation of the proposed building at the said premises.

- iv) To hand-over the original documents, file of the owners in respect of the said premises to the developer at the time of execution of these presents.
- v) That the Owner has offered the total area of land thereon for development and construction of a multi-storied building complex consisting of flats / apartments, spaces, parking spaces and such spaces, etc. provided wherein that as and when required, then amalgamating combine and merger of any and/or the adjacent such plots of land with schedule below plots. Moreover and most importantly, the Vendor(s) hereby authorizes and grants NOC to the Developer that they can amalgamate any land adjacent thereto with the land as below schedule for the sake of the proposed project; and declare further that by doing so neither the share of the stated development shall change nor the Vendor shall object and/or shall raise any such objection thereto for such amalgamation, and shall not affect the allocated share of the stated vendor hereof.

6. **THE SAID DEVELOPER DOTH HEREBY AGREE AND COVENANTS WITH THE OWNERS AS FOLLOWS :-**

- i) To appoint architect for the proposed multi-storied residential building and take necessary sanction of the building plan from the authority as per permissible rules and obtain maximum sanctioned area of the proposed building.
- ii) Not to violate or contravene any of the provisions or rules applicable to construction of the proposed building.
- iii) Not to do any act, deed or thing whereby the owners are prevented from enjoying, selling, assigning and/or disposing of any of the owners' allocation in the said building at the said premises.
- iv) Not to Part with Possession of the Developer's Allocation or any Portion thereof unless possession of the owners' allocation is delivered to the owners, however, it will not prevent the developer from entering into any agreement for sale or to deal with the developer's allocation.
- v) Wherefore, it is also noted hitherto that the developer shall not acquire any right, title or interest in the said land/premises until and unless the deeds of transfer(s) / Sale is/are executed by the owners and such owners shall agree to ratify all acts and things lawfully done by the developer; i.e., as it is needless to mention that **NO OWNERSHIP OF THE SAID PROPERTY IS HEREBY TRANSFERRED IN FAVOUR OF THE DEVELOPER HEREIN VIDE THIS DOCUMENT.**

7. **MUTUAL COVENANTS AND INDEMNITIES :-**

- i) The Owners hereby agree and undertake that the developer shall be entitled to the said construction and shall enjoy its allocated areas without any interference or disturbances provided the developer performs and fulfills all the terms and conditions herein contained and/or on its part to be observed and performed.

- ii) That the Owner has offered the total area of land thereon for development and construction of a multi-storied building complex consisting of flats / apartments, parking spaces and such spaces, etc. provided wherein that as and when required, then amalgamating combine and merger of any and/or the adjacent such plots of land with schedule below plots. Moreover and most importantly, the Vendor(s) hereby authorizes and grants NOC to the Developer that they can amalgamate any land adjacent thereto and/or any plots of land into the land of the stated Vendor herein as schedule below for the sake of the proposed project.
- iii) The Owners and the Developer hereby declare that they have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construe as a partnership between them in any manner nor shall the parties hereto constitute an association of persons.
- iv) Immediately upon obtaining vacant possession of the said premises from the owners, the developer shall be entitled to demolish the existing building (if any) and all salvage materials and debris arising therefrom shall belong only to the developer.
- v) Any notice required to be given by either of the parties to the other of them shall, without prejudice to any other mode of service available, be deemed to have been served if delivered by-hand and duly acknowledged or sent by pre-paid registered post with acknowledgement due to the last-known or recorded address of the party concerned.
- vi) The Developer and the Owners shall mutually frame scheme for the management and administration of the proposed building and/or common parts thereof and agree to abide-by all the rules and regulations to be framed by any society/association and/or any other organization who will be in-charge of such management of the affairs of the proposed building and/or common parts thereof.
- vii) Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said premises or any part thereof to the said developer by the owners or as creating any right, title or interest in respect thereof in favour of the said developer other than an exclusive license in favour of the said developer to do the acts and things expressly provided herein as also in the power of attorney to be given for the purpose provided, however, the said developer shall be entitled to raise fund from any bank or banks and vice-versa with respect to the schedule below property and to contract such building over the said premises of the Owners.
- viii) As the Developer shall be in liberty to take the sale proceeds of such intending purchaser credited to their account and also can raise demand with the said bankers / such other banking institution; likewise the owner(s) is also authorized to do the same of their respective allocation thereof.
- ix) That the Developer shall not make the Owner responsible for any business loss and/or any damages etc. or due to failure on the part of the Developer to correctly construct the Flats and/or to deliver correctly the same to the

intending purchasers and in such cases the Developer shall be the entire responsibility; needless to mention that the Owner(s) shall in every way assist the Developer.

- x) As and from the date of completion of the proposed building, the said developer and/or its transferees shall each be liable to pay and bear the proportionate charges on account of rates and taxes and other statutory liabilities payable in respect of their respective spaces.

#### 8. LIQUIDATED DAMAGES & PENALTY :-

- i) The parties hereto shall not be considered to be liable for non-performance of any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the force majeure conditions i.e. flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act or commission beyond the control of the parties hereto.
- ii) If due to any willful act on the part of the said developer, the construction and completion of the proposed building is delayed, then in that event the developer shall be liable to pay such loss or damages to the owners as shall be determined by the arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996.
- iii) In the event of the owners committing breach of any of the terms and conditions herein contained or delaying in delivery of possession of the said premises as herein before stated, the said developer shall be entitled to payments of and the owners shall be liable to pay such loss and damages as shall be determined by the arbitration to be conducted in accordance with the Arbitration & Conciliation Act, 1996 provided, however, if such delay shall continue for a period of 3 (three) months, then in that event, in addition to any other right which the said developer may have against the owners, the said developer shall be entitled to sue the owners for specific performance of this agreement or to rescind this agreement and claim refund of all the moneys paid and/or incurred by the said developer and such losses and damages which the said developer may suffer.
- iv) In the event, the said Developer is prevented from proceeding with the construction work during the continuance of such construction or prevented from starting the construction by any act on the part of the owners or owners' agents, servants, representatives or any person claiming any right under the owners, then and in that case, the said developer shall have the right to claim refund of all sums, if any, paid by the said developer to the owners in the meantime and shall also be entitled to claim loss and damages which the said developer may suffer but the said developer's right to sue for specific performance of contract shall remain unaffected.
- v) That the Landowners / Vendors having had executed this Agreement in favour of the said mentioned above Developers(s) for smooth execution of all such required works in relation to plan sanction, NOC etc. that is to be or is been sanctioned by Panchayat, P&RD, ADDA, BL&LRO, FIRE Dept., and/or other concerned authority(s). Moreover, any and/or all of the

partners or their representative can submit and/or receive such relevant paper(s) and attend any such hearing in connection with the said landed property(s) on behalf of us (all the Landowners / Vendors as stated above) to ADDA, BL&LRO, FIRE Dept., and/or other concerned authority(s).

**9. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**10. ARBITRATION:**

All disputes or differences whatsoever arising between the parties hereto touching the construction, meaning, operation or effect of this contract or relating to the contract or breach thereof shall be settled by arbitration by sole arbitrators, be the Ld. Advocate himself who has drafted the deed to the difference in accordance with or subject to the provision of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof for the time being in force. The award shall be final and binding on the parties and the costs of arbitration shall be borne by the parties equally.

**11. VIII- CANCELLATION: -**

The Owner(s) / Vendor(s) has every right to cancel and/or rescind this indenture after 24 (twenty-four) months with a grace period of 6 (six) months from the date of ground breaking ceremony; if the developer fails / neglects to construct such stages of work over the said property due to their willful default. Furthermore, it is expressly mentioned and broached that the Developer(s) has also every right to cancel and/or rescind this agreement if the Landowners / First Party fails or neglect to resolve any land related problem (if any) in relation to the said schedule property.

**12. JURISDICTION OF THE COURT:**

The Sub-Div. Court at Durgapur shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

**THE SCHEDULE ABOVE REFERRED**  
**DESCRIPTION OF THE LAND**

**ALL THAT** Piece and Parcel of the Plot of Land measuring an area of 6.6 Decimal or 4 **Katha** be the same a little more or less under the nature and character as Danga situated under the jurisdiction of Jemua Gram Panchayat, P.S.: New-township, within Mouza: Kaliganj, J.L. No.: 83(110) over Khatian No.: 634,635,636,637, **LR Khatian No.: 913**

within A.D.S.R. Office and Sub-division at Durgapur, District: Paschim Bardhaman, West Bengal, India expounded under the following heads:

RS Plot No.: 1445, LR Plot No.: 1816 admeasuring an area being 2 Katha;  
RS Plot No.: 1446, LR Plot No.: 1817 admeasuring an area being 2 Katha;

Being delivered to the aforesaid Developer for construction of multi-storied residential complex(s) by the Vendor(s) which is **Butted and Bounded as hereto:-**

|              |                          |
|--------------|--------------------------|
| On the North | RS Plot No.: 1442, 1463. |
| On the South | 8 ft" wide Pucca Road    |
| On the East  | RS Plot No.: 1462.       |
| On the West  | RS Plot No.: 1443.       |

It is hereby declared that the full names, colour passport size photographs and finger prints of each finger of both the hands of Owner(s) / Vendor(s) and Developers are attested in the additional pages in this the Development Agreement being No. 1 (a) and therefore these shall be treated as part of this Legal Document.

**IN WITNESS WHEREOF** the Owner / Vendor and Developer(s) hereto have set their hands on being aware of such legal terminology on this Day, Month and Year aforesaid and as such explained this indenture in vernacular before all parties and thereafter have affix and formulated their respective signatures after satisfaction with full of mental and physical competencies.

**SIGNED, SEALED & DELIVERED**

**IN PRESENCE OF: -**

**WITNESS:**

1. *parameswar Banerji*  
*S/o. Rasamay Banerji*  
*Durgapur Cantt*  
*Dgp-713216*

*Mithu Gaha*  
**SIGNATURE OF FIRST PARTY**  
**OWNER / VENDOR**

2. *Ajoy Gaha*  
*Bijoy Gha*  
*7 ATE KHOLA*  
*DURGA PURA 12*

**SKY HOMES INFRA**  
*Ayan Banerjee*  
*Partners*  
**SIGNATURE(s) OF SECOND PARTY**  
**DEVELOPER**

Drafted by me & computerized at my Office as per requisition, proforma, information received and such stipulations from the Vendor(s) and Developer(s); Read-over, Made-over, Explained and Interpreted to each one of the party(s) in Mother-tongue until unmitigated contentment to this Document.

*[Signature]*  
**RAKESH CHAKRABORTY**  
*Advocate*  
**Durgapur Court**  
**Member, Durgapur Bar Assn.**  
**Reg. No.-WB/1006/2013**



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



192022230350223658

GRN Details

|                        |                     |                     |                         |
|------------------------|---------------------|---------------------|-------------------------|
| GRN:                   | 192022230350223658  | Payment Mode:       | SBI Epay                |
| GRN Date:              | 27/03/2023 10:14:51 | Bank/Gateway:       | SBlePay Payment Gateway |
| BRN :                  | 4041805403832       | BRN Date:           | 27/03/2023 10:15:06     |
| Gateway Ref ID:        | 230861155558        | Method:             | HDFC Retail Bank NB     |
| GRIPS Payment ID:      | 270320232035022364  | Payment Init. Date: | 27/03/2023 10:14:51     |
| Payment Status:        | Successful          | Payment Ref. No:    | 2000793817/1/2023       |
| [Query No*/Query Year] |                     |                     |                         |

Depositor Details

|                           |                                                                       |
|---------------------------|-----------------------------------------------------------------------|
| Depositor's Name:         | Mr RAKESH CHAKRABORTY                                                 |
| Address:                  | Office: Unit No.: 2/8, 2nd Floor, Suhatta Mall, City Centre, Durgapur |
| Mobile:                   | 9474777815                                                            |
| Email:                    | advocaterakesh88@gmail.com                                            |
| Period From (dd/mm/yyyy): | 27/03/2023                                                            |
| Period To (dd/mm/yyyy):   | 27/03/2023                                                            |
| Payment Ref ID:           | 2000793817/1/2023                                                     |
| Dept Ref ID/DRN:          | 2000793817/1/2023                                                     |

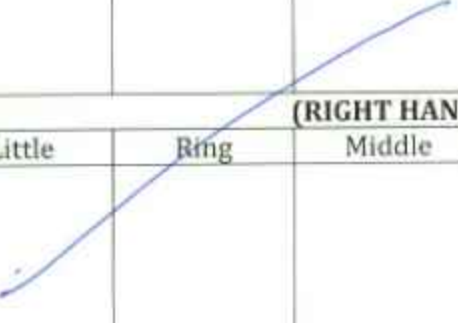
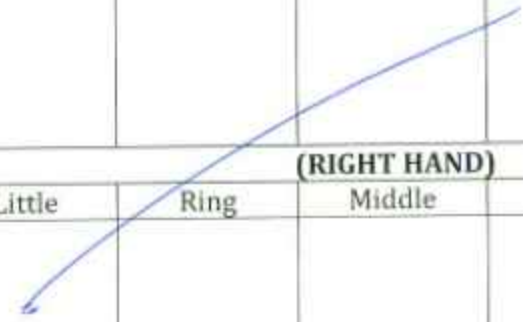
Payment Details

| Sl. No. | Payment Ref No    | Head of A/C Description                  | Head of A/C        | Amount (₹) |
|---------|-------------------|------------------------------------------|--------------------|------------|
| 1       | 2000793817/1/2023 | Property Registration- Stamp duty        | 0030-02-103-003-02 | 11         |
| 2       | 2000793817/1/2023 | Property Registration- Registration Fees | 0030-03-104-001-16 | 4854       |
| Total   |                   |                                          |                    | 4865       |

IN WORDS: FOUR THOUSAND EIGHT HUNDRED SIXTY FIVE ONLY.

Under Rule 44A of the I.R. Act, 1908.

**SPECIMEN FORM FOR TEN FINGER PRINTS**

| Signature of the Executants                                                                         | (LEFT HAND)                                                                          |                                                                                     |                                                                                     |                                                                                       |                                                                                       |
|-----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
|                                                                                                     | Little                                                                               | Ring                                                                                | Middle                                                                              | Fore                                                                                  | Thumb                                                                                 |
| <br>Methu Gaha     |     |    |    |    |    |
|                                                                                                     | (RIGHT HAND)                                                                         |                                                                                     |                                                                                     |                                                                                       |                                                                                       |
|                                                                                                     | Little                                                                               | Ring                                                                                | Middle                                                                              | Fore                                                                                  | Thumb                                                                                 |
|                                                                                                     |     |    |    |    |    |
| Signature:- Methu Gaha                                                                              |                                                                                      |                                                                                     |                                                                                     |                                                                                       |                                                                                       |
| <br>Ayan Banerjee |    |   |   |   |   |
|                                                                                                     | (RIGHT HAND)                                                                         |                                                                                     |                                                                                     |                                                                                       |                                                                                       |
|                                                                                                     | Little                                                                               | Ring                                                                                | Middle                                                                              | Fore                                                                                  | Thumb                                                                                 |
|                                                                                                     |   |  |  |  |  |
| Signature:- Ayan Banerjee                                                                           |                                                                                      |                                                                                     |                                                                                     |                                                                                       |                                                                                       |
| Signature of the Executants                                                                         | (LEFT HAND)                                                                          |                                                                                     |                                                                                     |                                                                                       |                                                                                       |
|                                                                                                     | Little                                                                               | Ring                                                                                | Middle                                                                              | Fore                                                                                  | Thumb                                                                                 |
|                                                                                                     |  |                                                                                     |                                                                                     |                                                                                       |                                                                                       |
|                                                                                                     | (RIGHT HAND)                                                                         |                                                                                     |                                                                                     |                                                                                       |                                                                                       |
| Signature of the Executants                                                                         | (LEFT HAND)                                                                          |                                                                                     |                                                                                     |                                                                                       |                                                                                       |
|                                                                                                     | Little                                                                               | Ring                                                                                | Middle                                                                              | Fore                                                                                  | Thumb                                                                                 |
|                                                                                                     |  |                                                                                     |                                                                                     |                                                                                       |                                                                                       |
|                                                                                                     | (RIGHT HAND)                                                                         |                                                                                     |                                                                                     |                                                                                       |                                                                                       |
| Signature of the Executants                                                                         | (LEFT HAND)                                                                          |                                                                                     |                                                                                     |                                                                                       |                                                                                       |
|                                                                                                     | Little                                                                               | Ring                                                                                | Middle                                                                              | Fore                                                                                  | Thumb                                                                                 |
|                                                                                                     |  |                                                                                     |                                                                                     |                                                                                       |                                                                                       |
|                                                                                                     | (RIGHT HAND)                                                                         |                                                                                     |                                                                                     |                                                                                       |                                                                                       |
| Signature:-                                                                                         |                                                                                      |                                                                                     |                                                                                     |                                                                                       |                                                                                       |

জেলা- পশ্চিম বর্ধমান থান্ডিয়ান নং- ৯১৩

[ ২৩০২১১০ ]



মোজা- কালীগঞ্জ জে.এল.নং- ১১০

খানা- নিউটাউন দুর্গাপুর

(১) রাজস্ব- ০.০০ টাকা

(২) জমির পরিমান(এ)- ০.০৬০০

(৩) মোট দাগের সংখ্যা- ২

|         | (৪) অগ্রস্বত্বের দখলকারের বিবরণ | (৫) স্বত্ব | (৬) মন্তব্য |
|---------|---------------------------------|------------|-------------|
| নাম-    | মিঠু গুহ                        | রায়ত      |             |
| স্বামী- | অজয়                            |            |             |
| ঠিকানা- | নিজ                             |            |             |

(৭) অগ্রস্বত্বের নিজ দখলীয় জমি

| দাগ নং                      | জমির প্রেনী | মন্তব্য | দাগের মোট পরিমান(এ) | দাগের মধ্যে অগ্রস্বত্বের অংশ | দাগের মধ্যে অগ্রস্বত্বের জমির অংশের পরিমান |        |
|-----------------------------|-------------|---------|---------------------|------------------------------|--------------------------------------------|--------|
|                             |             |         |                     |                              | একর                                        | হেক্টর |
| ১৮১৬                        | ডাঙ্গা      |         | ০.১৫০০              | ০.২২০০                       | ০.০৩০০                                     |        |
| ১৮১৭                        | ডাঙ্গা      |         | ০.২৩০০              | ০.১৪৩৪                       | ০.০৩০০                                     |        |
| মোট দাগের সংখ্যা- দুই মাত্র |             |         |                     |                              |                                            |        |

Certified to be true copy u/s 76 of Indian Evidence Act,1872 (Act 1 of 1872)

Fees Received : Application Fee : Rs. 10, Authentication Fee : Rs. 10 x 1, Total fee : Rs. 20, Copy No.:2092

(Live Data As On 25/03/2023,14:07:39)

জে.এল.নং (J.L.No.): 110 থানা (P.S.): মিউনিসিপাল দূর্গাপুর

সাবেক দাগ নং  
RS PlotNo.

1446

হাল দাগ নং  
LR PlotNo.

1817

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(Live Data As On 25/03/2023,14:06:04)

জে.এল নং (J.L.No.): 110 থানা (P.S.): নিউটাউন দুর্গাপুর

সাবেক দাগ নং  
RS PlotNo.

1445

হাল দাগ নং  
LR PlotNo.

1816



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### Major Information of the Deed

|                                                              |                                                                                                                                                                                                                                                                                                |                                                |            |
|--------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|------------|
| Deed No :                                                    | I-2306-02757/2023                                                                                                                                                                                                                                                                              | Date of Registration                           | 27/03/2023 |
| Query No / Year                                              | 2306-2000793817/2023                                                                                                                                                                                                                                                                           | Office where deed is registered                |            |
| Query Date                                                   | 24/03/2023 3:23:57 PM                                                                                                                                                                                                                                                                          | A.D.S.R. DURGAPUR, District: Paschim Bardhaman |            |
| Applicant Name, Address & Other Details                      | RAKESH CHAKRABORTY<br>BAR ASSOCIATION AT DURGAPUR, DURGAPUR COURT, CITY CENTRE, DURGAPUR<br><br>OFFICE : 2/8 SUHATTA MALL, 2ND FLOOR, CITY CENTRE, BESIDE ADSR DURGAPUR, Thana : Durgapur, District : Paschim Bardhaman, WEST BENGAL, PIN - 713216, Mobile No. : 9474777815, Status : Advocate |                                                |            |
| Transaction                                                  | Additional Transaction                                                                                                                                                                                                                                                                         |                                                |            |
| [0110] Sale, Development Agreement or Construction agreement | [4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 4,84,000/-]                                                                                                                                                         |                                                |            |
| Set Forth value                                              | Market Value                                                                                                                                                                                                                                                                                   |                                                |            |
|                                                              | Rs. 12,47,400/-                                                                                                                                                                                                                                                                                |                                                |            |
| Stampduty Paid(SD)                                           | Registration Fee Paid                                                                                                                                                                                                                                                                          |                                                |            |
| Rs. 5,011/- (Article:48(g))                                  | Rs. 4,854/- (Article:E, E, B)                                                                                                                                                                                                                                                                  |                                                |            |
| Remarks                                                      |                                                                                                                                                                                                                                                                                                |                                                |            |

### Land Details :

District: Paschim Bardhaman, P.S:- New Township, Gram Panchayat: JEMUA, Mouza: Kaliganj, JI No: 110, Pin Code : 713212

| Sch No | Plot Number          | Khatian Number | Land Proposed | Use ROR | Area of Land  | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details                                          |
|--------|----------------------|----------------|---------------|---------|---------------|-------------------------|-----------------------|--------------------------------------------------------|
| L1     | RS-1445              | RS-636         | Vastu         | Danga   | 2 Katha       |                         | 6,23,700/-            | Width of Approach Road: 8 Ft., Adjacent to Metal Road, |
| L2     | RS-1446              | RS-634         | Vastu         | Danga   | 2 Katha       |                         | 6,23,700/-            | Width of Approach Road: 8 Ft., Adjacent to Metal Road, |
|        |                      | <b>TOTAL :</b> |               |         | <b>6.6Dec</b> | <b>0 /-</b>             | <b>12,47,400 /-</b>   |                                                        |
|        | <b>Grand Total :</b> |                |               |         | <b>6.6Dec</b> | <b>0 /-</b>             | <b>12,47,400 /-</b>   |                                                        |

**Land Lord Details :**

| SI No                                                                                                                                                                                                                                                                                                                                                                                      | Name,Address,Photo,Finger print and Signature                                                                                                                                                  |                                                                                   |                                                                                   |                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| 1                                                                                                                                                                                                                                                                                                                                                                                          | Name                                                                                                                                                                                           | Photo                                                                             | Finger Print                                                                      | Signature                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                            | <b>Mrs Mithu Guha</b><br><b>(Presentant)</b><br>Wife of Mr Ajay Guha<br>Executed by: Self, Date of Execution: 27/03/2023<br>, Admitted by: Self, Date of Admission: 27/03/2023 ,Place : Office |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                | 27/03/2023                                                                        | LTI<br>27/03/2023                                                                 | 27/03/2023                                                                          |
| Tetikhola, City:- Durgapur, P.O:- Araah, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: atxxxxxx6l, Aadhaar No: 22xxxxxxxx7153, Status :Individual, Executed by: Self, Date of Execution: 27/03/2023<br>, Admitted by: Self, Date of Admission: 27/03/2023 ,Place : Office |                                                                                                                                                                                                |                                                                                   |                                                                                   |                                                                                     |

**Developer Details :**

| SI No | Name,Address,Photo,Finger print and Signature                                                                                                                                                                                                                                                            |  |  |  |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| 1     | <b>Sky Homes Infra</b><br>B Block, Amrita Green View Housing Pvt. Ltd., Bamunara, City:- Durgapur, P.O:- Bamunara, P.S:-Kanksa, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713212 , PAN No.: aexxxxxx7g,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                                                                             |
|                                                                                                                                                                                                                                                                                                                                       | <b>Mr Ayan Banerjee</b><br>Son of Mr Biswajit Banerjee<br>Date of Execution - 27/03/2023, , Admitted by: Self, Date of Admission: 27/03/2023, Place of Admission of Execution: Office |  |  |  |
|                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                       | Mar 27 2023 5:11PM                                                                  | LTI<br>27/03/2023                                                                   | 27/03/2023                                                                            |
| Goswami Para, Bamunara, City:- Durgapur, P.O:- Bamunara, P.S:-Kanksa, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: dsxxxxxx3h, Aadhaar No: 97xxxxxxxx8561 Status : Representative, Representative of : Sky Homes Infra (as Partner) |                                                                                                                                                                                       |                                                                                     |                                                                                     |                                                                                       |

**On 27-03-2023**

**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 12:29 hrs on 27-03-2023, at the Office of the A.D.S.R. DURGAPUR by Mrs Mithu Guha ,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 12,47,400/-

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

Execution is admitted on 27/03/2023 by Mrs Mithu Guha, Wife of Mr Ajay Guha, Tetikhola, P.O: Araah, Thana: Durgapur, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713212, by caste Hindu, by Profession House wife

Indetified by Mr Parameswar Bauri, , Son of Mr Rasamay Bauri, Durgapur Court, P.O: City Centre, Thana: Durgapur, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713216, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 27-03-2023 by Mr Ayan Banerjee, Partner, Sky Homes Infra (Partnership Firm), B Block, Amrita Green View Housing Pvt. Ltd., Bamunara, City:- Durgapur, P.O:- Bamunara, P.S:-Kanksa, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713212

Indetified by Mr Parameswar Bauri, , Son of Mr Rasamay Bauri, Durgapur Court, P.O: City Centre, Thana: Durgapur, , City/Town: DURGAPUR, Paschim Bardhaman, WEST BENGAL, India, PIN - 713216, by caste Hindu, by profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 4,854.00/- ( B = Rs 4,840.00/- ,E = Rs 14.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 4,854/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/03/2023 10:15AM with Govt. Ref. No: 192022230350223658 on 27-03-2023, Amount Rs: 4,854/-, Bank: SBI EPay ( SBIEPay), Ref. No. 4041805403832 on 27-03-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 5,011/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 11/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2944, Amount: Rs.5,000.00/-, Date of Purchase: 27/03/2023, Vendor name: SOMNATH CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/03/2023 10:15AM with Govt. Ref. No: 192022230350223658 on 27-03-2023, Amount Rs: 11/-, Bank: SBI EPay ( SBIEPay), Ref. No. 4041805403832 on 27-03-2023, Head of Account 0030-02-103-003-02

*Santanu Pal*

**Santanu Pal**

**ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. DURGAPUR  
Paschim Bardhaman, West Bengal**

**Identifier Details :**

| Name                                                                                                                                                                                                 | Photo                                                                             | Finger Print                                                                      | Signature                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <b>Mr Parameswar Bauri</b><br>Son of Mr. Rasamay Bauri<br>Durgapur Court, City:- Durgapur, P.O:-<br>City Centre, P.S:-Durgapur, District:-<br>Paschim Bardhaman, West Bengal, India,<br>PIN:- 713216 |  |  |  |
|                                                                                                                                                                                                      | 27/03/2023                                                                        | 27/03/2023                                                                        | 27/03/2023                                                                          |
| Identifier Of Mrs Mithu Guha, Mr Ayan Banerjee                                                                                                                                                       |                                                                                   |                                                                                   |                                                                                     |

**Transfer of property for L1**

| Sl.No | From           | To. with area (Name-Area) |
|-------|----------------|---------------------------|
| 1     | Mrs Mithu Guha | Sky Homes Infra-3.3 Dec   |

**Transfer of property for L2**

| Sl.No | From           | To. with area (Name-Area) |
|-------|----------------|---------------------------|
| 1     | Mrs Mithu Guha | Sky Homes Infra-3.3 Dec   |

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 2306-2023, Page from 46669 to 46696

being No 230602757 for the year 2023.



Digitally signed by SANTANU PAL  
Date: 2023.03.28 16:05:56 +05:30  
Reason: Digital Signing of Deed.

*(Santanu Pal)*

(Santanu Pal) 2023/03/28 04:05:56 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. DURGAPUR  
West Bengal.

(This document is digitally signed.)

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