

SOLD TO ......

ADDRESS ......

NICTOR MOSES & GO Solicitors & Advocates 6, Old Post Office Street Kolkata 700.001

CODE NO. (1067) LICENCED NO. 20 & 20A / 1973

ANJUSHREE BANERJEE L. S. VENDOR (6.S.) HIGH COURT, KOLKATA-??

13 MAR 2024

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





GRN Details			
GRN:	192024250423924248	Payment Mode:	SBI Epay
GRN Date:	27/02/2025 18:30:04	Bank/Gateway:	SBIePay Payment Gateway
BRN:	4367585163229	BRN Date:	27/02/2025 18:30:44
Gateway Ref ID:	0976196393	Method:	ICICI Bank - Corporate NB
GRIPS Payment ID:	270220252042392423	Payment Init. Date:	27/02/2025 18:30:04
Payment Status:	Successful	Payment Ref. No:	2000568861/4/2025
			[Query No/*/Query Year]

#### **Depositor Details**

\* Depositor's Name:

Mr DIPANJAN BHATTACHARJEE

Address:

PO AND PS BARANAGAR DIST 24 PGS NORTH

Mobile:

9830123540

EMail:

dipanjan@g2sinfraa.com

Period From (dd/mm/yyyy): Period To (dd/mm/yyyy):

27/02/2025 27/02/2025

Payment Ref ID:

2000568861/4/2025

Dept Ref ID/DRN:

2000568861/4/2025

Payment Details

l. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000568861/4/2025	Property Registration- Stamp duty	0030-02-103-003-02	75020
2	2000568861/4/2025	Property Registration-Registration Fees	0030-03-104-001-16	75020

IN WORDS: SEVENTY FIVE THOUSAND FORTY ONE ONLY. 75041

its Director Mr. Khilen Shah, (having PAN ADGPR7293D) son of Raman Shah, residing at 17/3 Ritchie Road, 1st Floor, Kolkata – 700 019, hereinafter referred to as the OWNER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors, successions-in-office and assigns of the respective companies) of the ONE PART

#### AND

Ground 2 Skye Ventures LLP (having PAN AATFG7216M) represented by its partner (1) Mukherjee Alliances Infotech Pvt. Ltd., having PAN AAJCM0985C, represented by its Director - Arindam Mukherjee, having PAN AFFPM1842J, son of Monoranjan Mukherjee, residing at 37 A Ballygunge Place, Kolkata - 700 019, (2) Ground 2 Skye Solutions LLP, having its registered office at 1/425, Gariahat Road, 7th Floor, Kolkata-700 068, having PAN AASFG3462C, represented by its partner Dipanjan Bhattacharjee, having PAN AIKPB3840P, son of Late Lokenath Bhattacharjee, residing at 84, B.T. Road, Kolkata - 700 090 and (3) Ratan Chakraborty, having PAN ACTPCO471A, son of Late Nalini Chakraborty, residing at 89, Manick Danga Road, P.O. Ghola, 24-Parganas (N), Kolkata - 743 170. hereinafter referred to as the **PROMOTER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners or such other person or persons who may be taken in or admitted for the benefit of the said partnership business and their respective heirs, administrators, legal representatives and assigns) of the OTHER PART;

#### WHEREAS:

- A. By virtue of several Deeds of sale one Prudential Estates Private Limited became fully seized and possessed of and/or otherwise well and sufficiently entitled to <u>ALL THAT</u> the piece and parcel of land containing an area of 37 Cottahs 12 chittacks 11 sq.ft. be the same a little more or less lying situate at Mouza Chanak, J.L. No.4, Touzi No.2998, C.S. Dag Nos. 82,83, 87, 88 and 89 R.S. Dag Nos.140/724, 137(P), 138, 139, 140, 141, 142, 143, Police Station Titagarh, District 24-Parganas (North) here under written (hereinafter referred to as the 'Said Entire Land').
- B. By a registered Development Agreement dated 25th March, 2019 made between Prudential Estates Pvt. Ltd., Owner of the One Part, Ground 2 Skye Ventures LLP, Promoter of the Other Part registered with the Additional Registrar of Assurances-IV, recorded in Book No. I, Volume No. 1904-2019, Being No. 03134 for the year 2019 the Promoter therein for the terms and conditions mentioned therein agreed to Develop the said entire land for construction of a multi storied residential cum commercial building thereon comprising of several self-contained units and car parking spaces and agreed to share revenue generated therefrom in the ratio of 37:63 between the Owner and the Promoter. ONNERS ALLOCATION REMAINS UNCHANCED
- C. A Power of Attorney dated 26th March, 2019 registered with Additional Registrar of Assurances-IV, in Book No. I, Volume No. 1904-2019, Being No. 03167 for the year 2019, was also executed by the said Prudential Estates Pvt. Ltd. empowering the Promoter to develop the Said Entire Land on their behalf.
- D. Subsequent to the execution of the said Development Agreement and Power of Attorney following events have occurred:

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- i) By a Supplemental Agreement dated 12th May, 2021 Ground 2 Skye Infrastructure LLP resigned as an outgoing partner and Ground 2 Skye Solutions LLP was inducted as an Incoming Partner to the LLP.
- ii) The parties herein have agreed to develop All that the 32 cottahs 8 chittacks 34 sq.ft. of land out of the Said Entire Land (hereinafter referred to as the 'Said Property'), more fully described in the Schedule hereunder written.
- iii) The Promoter herein has obtained sanctioned building plan being No.120/PS-GF/Plinth/B9 dated 31st January, 2022 for construction of a B+G+6 residential cum commercial multi-storied building namely Town Square', comprising of several residential, commercial spaces and car parking spaces, (Basement plus ground plus six) at the Said Property.
- iv) The Promoter has registered the Project under the provisions of the Act, 2016 with the West Bengal Real Estate Regulatory Authority under registration No.WBRERA/P/NOR/2024/0001750 dated 16.07.2024.
- v) A suit for Declaration and Injunction being T.S. No.478 of 2023 has been filed before the Ld. Civil Court Junior Division, 2<sup>nd</sup> Court, Barrackpore (said suit) in respect and the Said Property and the same is pending for adjudication. There is no existing order of injunction in respect of the Said Property.

- vi) All the tenants and occupiers of the Said Property have settled and vacated.
- vii) The parties herein have mutually decided to extend the timeline for completion of the Project and complete construction thereof within a period of 30 months from the date of execution of these presents.
- E. In the said circumstances it is impediment that the original Development Agreement be modified as follows.

NOW THEREFORE THIS AGREEMENT WITNESSETH THE MODIFIED TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT DEVOLUTION OF TITLE AND SCHEDULE OF SAID DEVELOPMENT AGREEMENT AS FOLLOWS:-

- 1. In page 2 line 12 "Ground 2 Skye Infrastructure LLP, (having PAN AAPFG2378Q)" to be replaced with "Ground 2 Skye Solutions LLP, a limited liability Partnership incorporated under the provisions of The Limited Liability Partnership Act 2008, having PAN-AASFG3462C".
- 2. a) In the definition portion of page no. 12 before the definition of 'ADVOCATES' the definition of 'ACT' to be inserted as follows:-
- "ACT shall mean The Real Estate (Regulation and Development)
  Act, 2016 and/or any other Act as may be applicable in West
  Bengal."
- b) In page no. 13, the definition of 'AUTHORITY' to be modified as follows:

"AUTHORITY- shall mean the West Bengal Real Estate Regulatory Authority established under the Real Estate (Regulation and Development) Act 2016."

In page no. 16 definition of PLAN to be modified as follows:-

"Plan - shall mean and include building plan being No.120/PS-GF/Plinth/B9 dated 31st January, 2022 sanctioned by the Barrackpore Municipality for construction of a B+G+6 residential cum commercial building together with all modifications and alterations thereto from time to time".

4. In page 18, definition of **SAID PROPERTY** to be modified as follows:-

"SAID PROPERTY- All that the land containing an area of 32 cottahs 8 chittacks 34 sq.ft. be the same a little more or less lying situate at Mouza-Chanak, J.L. No.4, C.S. Dag Nos.82, 83 and 89, R.S. and L.R. Dag Nos.140, 140/724(p), 141 and 142, R.S. Khatian Nos.242, 508 and 621, L.R. Khatian No.13179, subsequently numbered as 6(4) S.N. Banerjee Road, within Barrackpore Municipality, Ward No.21, P.S. Titagarh, Kolkata-700 120, 24 Parganas (North)".

5. Page no. 20 clause 3 paragraph (e) to be modified as follows:-

"The Owner represents that there are no litigation pending in respect of the Said property save and except T.S No.478 of 2023 pending before the Ld. Civil Court Junior Division, 2<sup>nd</sup> court, Barrackpore".

6. a) Page 22 paragraph clause 5.3 to be modified as follows:-

"The Promoter shall carry out and complete the development in respect of the "Said Property/Said Project land" and/or construction of the said building complex strictly in accordance with the plan sanctioned from the Barrackpur municipality and as per the relevant Municipal laws and building Rules relating to the development of immovable properties and/or construction of a residential-cumcommercial or commercial Building Complex and further strictly as per the provisions contained in these presents within a period of 30 months, from the date of execution of these presents, as mutually agreed between the parties."

Page No. 23 clause 6.3 to be modified as follows:-

"The said Residential cum commercial building complex shall be developed and constructed in accordance with the sanctioned Plan being no. 120/PS-GF/Plinth/B9 dated 31st January, 2022."

8. In page no. 24, clause No. 10.1, under the heading 'STEPS FOR DEVELOPMENT OF THE SAID PROPERTY" to be modified as follows:-

"The Promoter has registered the Project under the provisions of the West Bengal Real Estate Regulatory Authority under registration No.WBRERA/P/NOR/2024/0001750 dated 16.07.2024 issued by the authority and created their webpage with all available details".

Page 26 paragraph 11.2, to be modified as follows:-

"The Promoter shall complete the construction work within a period of 30 months, from the date of execution of these presents, as mutually agreed between the parties."

10. Page no. 32, clause no. 15.5 to be modified as follows:-

"The Promoter shall make all deposits as per section 4(2)-L-D of the Real Estate (Regulation and Development) Act 2016."

11. Page No. 35 clause No. 21.2 of the Development Agreement to be modified as follows:-

"The Promoter has registered the Project under the provisions of the Act, 2016 with the West Bengal Real Estate Regulatory Authority under registration No.WBRERA/P/NOR/2024/ 0001750 dated 16.07.2024".

12. Page No. 35 clause No. 21.3 of the Development Agreement to be modified as follows:-

"The Promoter shall conclude the development work in accordance with the plan sanctioned by the Barrackpore Municipality, in accordance with the layout and specifications as may be approved by the competent authorities within a period of 30 months, from the date of execution of these presents, as mutually agreed between the parties."

13. Page no. 36 Clause No. 21.8, to be modified as follows:-

"The Promoter shall complete the project within a period of 30 months, from the date of execution of these presents, as mutually agreed between the parties, subject to the provision of Force Majure.

14. Page no. 39 Clause No. 22.12, to be modified as follows:-

"If any term of this agreement is found to be contrary to the provisions of The Real Estate (Regulation and Development) Act, 2016 or any other similar Act which may come into force at any time hereafter, such provisions shall be modified by the parties by a supplementary agreement to make it compliant to the statutory provision."

15. Page no.43, the Schedule portion to be modified as follows:-

# THE SCHEDULE ABOVE REFERRED TO: SAID PROPERTY

"ALL THAT the land containing an area of 32 cottahs 8 chittacks 34 sq.ft. be the same a little more or less lying situate at Mouza-Chanak, J.L. No.4, C.S. Dag Nos.82, 83 and 89, R.S. and L.R. Dag Nos.140, 140/724(p), 141 and 142, R.S. Khatian Nos.242, 508 and 621, L.R. Khatian No.13179, subsequently numbered as 6(4) S.N. Banerjee Road, within Barrackpore Municipality, Ward No.21, P.S. Titagarh, Kolkata-700 120, 24 Parganas (North)butted and bounded as follows:-

On the North : Premises No. 56/1 and Road,

On the South : 25.43 wide S.N. Banerjee Road;

On the East : Premises No.7/5, 41(33) & 55/45;

On the West : R.S. & L.R. Dag No.140(p);

16. The Devolution Portion of the Development Agreement page 2 points no. 1 to 46 to be replaced with the followings:-

1. One Jamindar Gadadhar Mandal was fully seized and possessed of and or otherwise well and sufficiently entitled to All that the piece and parcel of land containing an area of 1 Bigha 7 cottahs 10 chittacks 15 sq.ft. be the same a little more or less along with messuages, tenements, hereditaments thereon lying

situate at Mouza-Chanak, J.L. No.4, Touzi No.2998, R.S. Dag Nos.140/724, 137 (part), 138, 139 and 143 (part), corresponding to C.S. Dag Nos.89, 88 and 87 under Khatian Nos.242, 443, 483, 508, R.S. No.39, Property No.5 and part of Property No.4, S.N. Banerjee Road (Previously Property No.3, S.N. Banerjee Road), P.S. Titagarh, District 24 Parganas (North) (hereinafter referred to as the Said First Property).

- 2. One Jaminder Gadadhar Mandal was also fully seized and possessed of and or otherwise well and sufficiently entitled to All that the piece and parcel of land containing an area of 1 Bigha 8 Cottahs 4 Chittacks and 27 sq.ft. be the same a little more less along with messuages, tenements, hereditaments and the three storied building thereon lying situate at Mouza-Chanak, J.L. No.4, Touzi No. 2998, R.S. No.39, R.S. Dag Nos.140, 141 and part of 142 corresponding to C.S. Dag No.89, 82 under khatian nos.242, 508 and 621, Property No.6 and part of Property No.4, S.N. Banerjee Road (previously 4, S.N. Banerjee Road), P.S. Titagarh, District 24 Parganas (North) (hereinafter referred to as the Said Second Property).
- 3. The said Gadadhar Mandal died intestate in 1940 leaving him surviving his three sons, Harendra Krishna Mandal, Tapendra Krishna Mandal and Ramendra Krishna Mandal and one grandson Saroj Kumar Mondal (son of Late Narendra Krishna Mandal, the predeceased son of Gadadhar Mandal) as his only legal heirs and representatives, who upon his death jointly became entitled to the said First and the said Second Property aggregating to an area of 2 Bighas 15 cottah 14 chittacks 42 sq.ft.

- 4. The said Harendra Krishna Mandal died intestate in the year 1955 leaving him surviving his two sons Asit Kumar Mandal and Nishit Kumar Mandal as his only legal heirs and representatives who upon his death jointly became entitled to undivided 1/4th share of the said Harendra Krishna Mandal and each of them became entitled to undivided 1/8th share in the said First Property as well as in the said Second Property.
- 5. The said Ramendra Krishna Mandal died intestate in the year 1974 leaving him surviving his widow Gita Rani Mandal, two sons Rupen Mandal, Rajen Mandal and three daughters Champa Pramanick, Chanda Saha and Santa Mandal, as the only legal heirs and representatives who upon his death jointly became entitled to undivided 1/4th share of Ramendra Krishna Mandal and each of them became entitled to undivided 1/24th share in the said First Property and as well as in the said Second Property.
- 6. The said Champa Pramanick died intestate in the year 1977 leaving him surviving his husband Aditya Pramanick and two sons Ajoy Pramanick and Anirban Pramanick, as his only legal heirs and representatives, who upon his death jointly became entitled to undivided 1/24th share of Champa Pramanick and each of them became entitled to undivided 1/72th share in the said First Property as well as in the said Second Property.
- 7. The Tapendra Krishna Mandal died intestate in the year 1985 leaving him surviving his son Pankaj Kumar Mandal and two daughters Menoka Shaw and Jharna Saha who upon his death jointly became entitled to undivided 1/4th share of

Tapendra Krishna Mandal and each of them became entitled to undivided 1/12<sup>th</sup> share in the said First Property as well as in the said Second Property. The wife of Tapendra Krishna Mandal predeceased him.

- 8. The said Saroj Kumar Mandal died intestate in the year 1997 leaving him surviving his widow Gouri Mandal, four daughters Bandana Shaw, Rita Mandal, Kabita Shaw, Kaberi Biswas and only son Sujit Kumar Mandal, as his only legal heirs and representatives, who upon his death jointly became entitled to undivided 1/4th share of Saroj Kumar and each of them became entitled to undivided 1/24th share in the said First Property as well as in the Second Property.
- 9. Thus the said Asit Kumar Mandal, Nishit Kumar Mandal, Gita Rani Mandal, Rupen Mandal, Rajen Mandal, Chanda Saha, Santa Mandal, Aditi Pramanick, Ajoy Pramanick, Anirban Pramanick, Pankaj Kumar Mandal, Menoka Shaw, Jharna Saha, Gouri Mandal, Bandana Shaw, Rita Mandal, Kabita Shaw, Kaberi Biswas and Sujit Kumar Mandal, jointly became seized and possessed of and or otherwise well and sufficiently entitled to All that the said First Property and the Said Second Property.
- 10. By virtue of several Deeds of Assignments the said Asit Kumar Mandal, Nishit Kumar Mandal, Gita Rani Mandal, Rupen Mandal, Rajen Mandal, Chanda Saha, Santa Mandal, Aditi Pramanick. Ajoy Pramanick, Anirban Pramanick, Pankaj Kumar Mandal, Menoka Shaw, Jharna Saha, Gouri Mandal, Bandana Shaw, Rita Mandal, Kabita Shaw, Kaberi Biswas and Sujit-Kumar Mandal, granted transferred conveyed

assigned and assured the Said First Property and the Said Second Property in favour of one Prudential Estates Private Limited (said Company) in consideration of allocation of proportionate fully paid up equity shares of the Said Company in their favour, the details of which are given below:-

Date	Parties Names	Deed details	Share of land
7.2.2000	Assignors: Pankaj		undivided
	Kumar Mandal, Menoka	District Sub-	11/24 <sup>th</sup>
	Shaw, Jharna Saha,	Registrar	share in
	Gita Rani Mandal,	120	the said
	Rupen Mandal, Chanda	recorded in Book	First
	Saha, Santa Mandal,	No.1, Volume No.	Property.
	Aditi Pramanick. Ajoy	48, pages- 387 to	
State 18	Pramanick and Anirban	408 being no.	-
peril i	Pramanick.	1802 for the 2003	
			2 " " E" E
	Assignee: Prudential	3 S	o ma
	Estates Private Limited,		4 - 1
7.2.2000	Assignors: Pankaj	Additional	undivided
	Kumar Mandal, Menoka	NAME OF TAXABLE PARTY O	11/24 <sup>th</sup>
	Shaw, Jharna Saha,		share in
	Gita Rani Mandal,	200-200	the said
	Rupen Mandal, Chanda	recorded in Book	Second
Α.	Saha, Santa Mandal,	Harmon Anna Anna Anna Anna Anna Anna Anna An	Property
	Aditi Pramanick, Ajoy		× =
	Pramanick and Anirban	being no. 1803	4.
	Pramanick	for the 2003	
	Assignee: Prudential	I o	

	Estates Private Limited,		-14,
29.3.2000	Assignors: Asit Kumar	Additional	undivided
	Mandal, Nishit Kumar	District Sub-	7/24 <sup>th</sup>
	Mandal and Rajendra	Registrar	share in
	Mandal	Barrackpur,	the said
		recorded in Book	First
	Assignee: Prudential	No.1, being no.	Property.
	Estates Private Limited,	- 4 0000	
29.3.2000	Assignors: Asit Kumar	Additional	undivided
1	Mandal, Nishit Kumar	District Sub-	7/24thsha
	Mandal and Rajendra	Registrar	re in the
	Mandal	Barrackpur,	said
	Assignee: Prudential	recorded in Book	Second
i j	Estates Private Limited,	No.1, Volume	Property
		No.49, being no.	
	-	1805 for the 2003	
2.3.2000	Assignors: Gouri	Additional	All that
3020	Mandal and Sujit	District Sub-	the
	Kumar Mandal	Registrar	undivided
	a sail to	Barrackpur,	$1/12^{th}$
	Assignee: Prudential	recorded in Book	share in
	Estates Private Limited,		
	Estates Private Limited,	No.1, volume no.	uic buic
ran i A	Estates Private Elimica,	49, pages 97 to	First
	Estates Private Emitted,		200000
	Estates Private Emitted,	49, pages 97 to	First
	Estates Private Limited,	49, pages 97 to 116 being no.	First
2.3.2001	Assignors: Gouri	49, pages 97 to 116 being no. 1807 for the year	First Property
2.3.2001		49, pages 97 to 116 being no. 1807 for the year 2003	First Property
2.3.2001	Assignors: Gouri	49, pages 97 to 116 being no. 1807 for the year 2003 Additional	First Property All that

	Assignee: Prudential	recorded in Book	share in
	Estates Private Limited	No.1, volume no.	the said
		49, being no.	Second
		1808 for the year	Property
		2003	
20.8.2001	Assignors: Kaberi	Additional	All that
	Biswas	District Sub-	the
*		Registrar	undivided
	Assignee: Prudential	Barrackpur,	1/24 <sup>th</sup>
	Estates Private Limited	recorded in Book	share in
18	11	No.1, volume no.	the said
9	, ,	49, being no.	Second
1 2		1809 for the year	Property
		2003	
20.8.2001	Assignors: Kaberi	Additional	All that
*	Biswas	District Sub-	the
Marine Committee		Registrar	undivided
	Assignee: Prudential	Barrackpur,	1/24 <sup>th</sup>
and the second	Estates Private Limited	recorded in Book	share in
1		No.1, being no.	the said
3	B 1	1810 for the year	First
a. 11	96 m I	2003	Property
20.8.2001	Assignor: Rita Mandal	Additional	All that
		District Sub-	the
	Assignee: Prudential	Registrar	undivided
	Estates Private Limited	Barrackpur,	1/24 <sup>th</sup>
		recorded in Book	share in
		No.1, Volume No.	
	The second secon		
		49, pages 159 to	LHSL

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	, , , , , , , , , , , , , , , , , , , ,	1811 for the year	
		2003	
20.8.2001	Assignor: Rita Mandal	Additional	All that
		District Sub-	the
	Assignee: Prudential	Registrar	undivided
	Estates Private Limited	Barrackpur,	1/24 <sup>th</sup>
	28	recorded in Book	share in
E 6		No.1, Volume No.	the said
		49, pages 179 to	Second
		198, being no.	Property
		1812 for the year	
	,	2003	
11.12.2001	Assignor: Kabita Shaw	Additional	All that
ĵ	1, a 4	District Sub-	the
	Assignee: Prudential	Registrar	undivided
	Estates Private Limited	Barrackpur,	1/24 <sup>th</sup>
		recorded in Book	share in
τ.		No.1, Volume No.	the said
		49, pages 199 to	Second
		216, being no.	Property
		1813 for the year	
	a North Control	2003	
11.12.2001	Assignor: Kabita Shaw	Additional	All that
	To got the sty.	District Sub-	the
	Assignee: Prudential	Registrar	undivided
	Estates Private Limited	Barrackpur,	1/24 <sup>th</sup>
		recorded in Book	share in
		No.1, Volume No.	the said
		49, pages 217 to	First
		238, being no.	
Programme (		200, being no.	Property

		1814 for the year	
		2003	
11.12.2001	Assignor: Bandana	Additional	All that
	Shaw	District Sub-	the
		Registrar	undivided
	Assignee: Prudential	Barrackpur,	1/24 <sup>th</sup>
	Estates Private Limited	recorded in Book	share in
i,	•	No.1, volume no.	the said
	-	49, pages 239 to	First
		256 being no.	Property
		1815 for the 2003	
11.12.2001	Assignor: Bandana	Additional	All that
	Shaw	District Sub-	the
-		Registrar	undivided
	Assignee: Prudential	Barrackpur,	1/24 <sup>th</sup>
9	Estates Private Limited	recorded in Book	share in
		No.1, volume no.	the said
	e e	49, pages 257 to	Second
200		278 being no.	Property
		1816 for the 2003	

- 11. Thus, the said Prudential Estates Private Limited became seized and possessed of All that the Said First and the Said Second Property.
- 12. At all material times, one Habib Khan was fully seized and possessed of and or otherwise well and sufficiently entitled to All that the piece and parcel of land containing an area of 10 Cottahs 10 Chittacks lying situate at Mouza-Chanak, R.S. Dag Nos.142 and 143, R.S. Khatian No.621 and 622, P.S. Titagarh, Ward No.21, 24 Parganas (North) comprised in 55 (old 45) and

- 55 (old 44) Pipe Road, 24 Parganas (North) (hereinafter collectively referred to as the Said Land)
- 13. The said Habib Khan died intestate leaving him surviving his two sons Mahmud Khan, Nasir Khan and two daughters, Kaniz Fatema and Mahmuda Begum as his only legal heirs and representatives, who upon his death jointly inherited and became entitled to the said land.
- 14. Pursuant to the Mohammedan law of inheritance, Mahmud Khan and Nasir Khan respectively became entitled to undivided 1/3<sup>rd</sup> share in the said land and the said Kaniz Fatema and Mahmuda Begum respectively became entitled to undivided 1/6<sup>th</sup> share in the said land.
- 15. The said Mahmuda Begum died intestate leaving him surviving her daughter Shahnaz Parveen, two brothers Mahmud Khan and Nasir Khan and sister Kaniz Fatema as her only legal heir and representative who upon her death became entitled to her undivided 1/6th share in the said land.
- 16. The said Mahmud Khan died intestate leaving him surviving his widow Akhtari Begum, three sons Sharif Khan, Nasim Khan and Abdullah Khan and three daughters Sultana Begum, Shaheen Begum alias Sahin Bilikis and Bagum Shamsha Ania alias ShamshaZamant Khanam who upon his death jointly became entitled to undivided 1/3<sup>rd</sup> share of Mahmud Khan in the Said land.
- 17. The said Nasir Khan also died intestate leaving him surviving his two sons Jamil Khan and Shakil Khan, who upon

his death jointly became entitled to undivided 1/3<sup>rd</sup> share of Nasir Khan in the said land.

- 18. The said Kaniz Fatema died intestate leaving him surviving her only son Khurshid Alam and two daughters Nasrin Shahnaz and Noor Jahan Begum as her only legal heirs and representative, who upon her death jointly became entitled to her undivided 1/6th share in the Said land.
- 19. The said Khurshid Alam died intestate leaving him surviving his only son Firoz Alam as his only legal heir and representative, who upon his death became entitled to the undivided share of Khurshid Alam in the Said Land.
- 20. The said Noor Jahan Begum by a oral Hebanama gifted and bequeathed her undivided share in the said land in favour of her son Md. Khalid Reza.
- 21. Thus, the said Nasrin Shahnaz, Firoz Alam and Khalid Reza jointly became entitled to undivided 1/6th share of Kaniz Fatema in the Said Land.
- 22. The said Akhtari Begum, Shareef Khan, Nasim Khan, Abdullah Khan, Jamil Khan, Shakil Khan, Sahanaz Parveen, Sultana Begum, Shaheen Begumalias Sahin Bilikis, Bagum Shamsha Ania alias Shamsha Zamant Khanam, Nasrin Shahnaz, Firoz Alam and Md. Khalid Reza jointly seized and possessed of and or otherwise well and sufficiently entitled to All that the Said Land).
- 23. By an oral Hiba the said Bagum Shamsha Ania alias Shamsha Zamant Khanam gifted and bequeathed her undivided

share in the said land in favour of her mother Akhtari Begum, brothers Sharif Khan, Nasim Khan and Abdullah Khan and sisters Sultana Begum and Saheena Begum.

- 24. By a registered Deed of Conveyance dated 23<sup>rd</sup> July, 2004 made between Akhtari Begum and others therein referred to as the Vendors of the One Part and Prudential Estates Private Limited therein referred to as the Purchaser of the Other Part and registered with the Additional district Registrar Barrackpur, Book No.1, Volume No.89, Pages 185 to 2010, Being No.3091 for the year 2006 the Vendor therein for the terms and conditions and for the consideration mentioned therein granted, transferred, conveyed, sold, assigned and assured unto and in favour of the Purchaser therein All that land containing an area of 5 cottahs 3 chittacks along with a tile shed structure thereon out of the said land.
- 25. By a registered Deed of Gift dated 10th December, 2010 made between the said Nasreen Shahnaz Begum, Firoz Alam, Khalid Raza and Sahanaz Parween therein jointly referred to as the Donors of the One Part and Sharif Khan, Nasim Khan, Abdullah Khan, Akhtari Begum, Sultana Begum, Shaheen Begum alias Sahin Bilikis, Jamil Khan and Shakil khan therein jointly referred to as the Donees of the other part and registered with the Additional Sub Registrar Barrackpore, being no. 12839 for the year 2010 the Donor therein out of their natural love and affection towards the Donees gifted transferred and conveyed All that their undivided share in the Said Land equivalent to an area of 1 cottah 7 chittacks 21 sq.ft. be the same a little more or less, unto and in favour of the Donee therein.

- 26. Thus, by way of the said Deed of Gift and by way of inheritance the said Sharif Khan, Nasim Khan, Abdullah Khan, Akhtari Begum, Sultana Begum alias Begum Qamar Sultana, Shaheen Begum alias Sahin Biliquis, Jamil Khan and Shakil khan jointly remained entitled to All that the land containing an area of 5 cottahs 7 chittacks out of the Said Land.
- 27. By a Deed of Partition dated 28th November, 2014 made between the said Akhtari Begum, Sharif Khan, Nasim Khan, Abdullah Khan, Begum Quamar Sultana, Begum Shahin alias Shahin Bilquis, therein jointly referred to as the First Parties of the First Part and Jamil Khan and Shakil Khan therein referred to as the Second Parties of the Second Part registered with the Additional District Sub Registrar Barrackpur, Being No.05590 for the year 2014 the parties therein partitioned the remaining land amongst themselves and thus the parties of the First Part became entitled to 2 cottahs 11 chittacks 35 sq.ft. of land and the said parties of the second part became entitled to All that the 2 cottahs 11 chittacks 10 sq.ft. of land out of the said remaining land.
- 28. By another registered Deed of Conveyance dated 13th December, 2014 Akhtari Begum, Sharif Khan, Nasim Khan, Abdullah Khan, Begum Quamar Sultana, Begum Shahin alias Shahin Bilquis therein jointly referred to as the Vendors of the One Part and Prudential Estates Private Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District of Assurances-II, Kolkata recorded in Book No.1, CD volume no. 76, pages 3566 to 3585 being no. 15309 for the 2014 the Vendors therein for the terms and conditions and for the consideration mentioned therein granted,

transferred, conveyed, sold, assigned and assured unto and in favour of the Purchaser All that the piece and parcel of Project land containing demarcated area of 2 cottahs 11 chittacks 35 sq.ft. out remaining 5 cottahs 7 chittacks of remaining land.

- 29. Thus the said Prudential Estates Private Limited became seized and possessed of and or otherwise well and sufficiently entitled to All that the land containing an area of 7 cottahs 14 Chittacks 35 sq.ft. of land lying situate at Mouza-Chanak, R.S. Dag Nos.142 and 143, R.S. khatian No.621 and 622, P.S. Titagarh, Ward No.21, 24 Parganas (North) comprised in 55 (old 45), Pipe Road, 54 (old 44), Pipe Road, Ward No.21, Barrackpore Municipality (hereinafter referred to as the said Third Property)
- 30. One Puspa Rani Dutta was fully seized and possessed of and or otherwise well and sufficiently entitled to all that the piece and parcel of Project land containing an area of 2 cottahs 10 chittacks lying situate at Mouza-Chanak, C.S. Dag No.137, Khanian No.623, J.L. No.4, Touzi No.2998 comprised in 57(46/1), Pipe Road, Ward No.21, P.O. Barrackpore, P.S. Titagarh, Barrackpur Municipality (hereinafter referred to as the Said Fourth Property).
- 31. By a registered Deed of Conveyance dated 13th March, 2003 made between the said Puspa Rani Dutta therein referred to as the Vendor of the One part and Prudential Estates Private Limited, the Owner herein and therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar Barrackpore, recorded in Book No.1, CD Volume No.22, Pages 303 to 316, Being No.0689 for the year 2004 the Vendor therein for the terms and conditions and for

the consideration mentioned therein granted transferred sold conveyed assigned and assured All that the Said Fourth Property unto and in favour of the Purchaser therein.

- 32. Thus the Owner herein became seized and possessed of and or otherwise well and sufficiently entitled to All that the said First, Second, Third and Fourth Property aggregating to an area of 66 cottahs 7 chittacks 42 sq.ft. approximately (hereinafter referred to as the Said Large Property). The aforesaid properties are adjacent and analogous to each other.
- 33. The Owner herein demarcated All that the 28 cottahs 11 chittacks 21 sq.ft. of land out of the Said Large Property for the purpose of developing the same separately, which was numbered as 4(2), S.N. Banerjee Road.
- 34. Subsequently, Prudential Estates Private Limited, the Owner herein entered into a Development Agreement dated 25<sup>th</sup> March, 2019 with the promoter herein to develop All that the remaining 37 cottahs 12 chittacks 11 sq.ft. of land out of the said Large property (hereinafter referred to as the 'Said Entire Land').
- 35. Now, the parties herein have agreed to develop All that the land containing an area of 32 Cottahs 8 chittacks 34 sq.ft. be the same a little more or less out of the Said Entire Land (hereinafter referred to as the 'Said Property'), subsequently numbered as 6(4) S.N. Banerjee Road, within Barrackpore Municipality, Ward No.21, P.S. Titagarh, Kolkata-700 120, more fully and particularly described in the schedule hereunder

written, for the purpose of constructing residential cum commercial multi-storied building complex thereon.

- 17. The parties hereby treat the instant agreement as a supplemental to the Development agreement dated 25th March, 2019 and save and except as mentioned above all the terms and conditions of the Development agreement shall remain unchanged and both the Development Agreement including this agreement shall be valid and binding upon the parties.
- 18. Any modifications and/or alterations of the instant agreement shall be made only in writing and signed by the parties herein.

# THE SCHEDULE ABOVE REFERRED TO: SAID PROPERTY

ALL THAT the land containing an area of 32 cottahs 8 chittacks 34 sq.ft. be the same a little more or less lying situate at Mouza-Chanak, J.L. No.4, C.S. Dag Nos.82, 83 and 89, R.S. and L.R. Dag Nos.140, 140/724(p), 141 and 142, R.S. Khatian Nos.242, 508 and 621, L.R. Khatian No.13179, subsequently numbered as 6(4) S.N. Banerjee Road, within Barrackpore Municipality, Ward No.21, P.S. Titagarh, Kolkata-700 120, 24 Parganas (North)butted and bounded as follows:-

On the North: Premises No. 56/1 and Road,

On the South : 25.43 wide S.N. Banerjee Road;

On the East : Premises No.7/5, 41(33) & 55/45;

On the West : R.S. & L.R. Dag No.140(p);

IN WITNESSES WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

AND

**<u>DELIVERED</u>** by the **Owner** of the FOR PRUDENTIAL ESTATES (P) LTD. First Part in the presence of: Sund Rum Pen. - 6. ald Pan. aphietc. Director Rallerta - 70001 Tarun Keman Dal. G, old Post Office St., Kolkatar Foo ool. SEALED GROUND 2 SKYE VENTURES LLP Arindam Muhary i bur **DELIVERED** by the **Promoter** of the Second Part in the presence of: **GROUND 2 SKYE VENTURES LLP** Taru keenar Del GROUND 2 SKYE VENTURES LLP

OC Puli Child

Designate Partner

Drafted by:

SIGNED,

SEALED

Alen Sailer Atasi Sarkar Advocate, High Court, Calcutta Enrollment No.WB/2393/2009 FOR MUKHERJEE ALLIANCES INFOTECH PVT. LTD.

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GROUND 2 SKYE SOLUTIONS LLP

For Managing Partner

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#### BETWEEN

Prudential Estates Pvt. Ltd. ... OWNER
AND

Ground 2 Skye Ventures LLP ... PROMOTER

## SUPPLEMENTARY AGREEMENT

VICTOR MOSES & CO. SOLICITORS & ADVOCATES 6, OLD POST OFFICE STREET KOLKATA - 700 001.

### Major Information of the Deed

Deed No:	I-1904-02880/2025	Date of Registration 28/02/20	025	
Query No / Year	1904-2000568861/2025	Office where deed is registered		
Query Date	25/02/2025 11:44:04 AM	A.R.A IV KOLKATA, District: Koll	kata	
Applicant Name, Address & Other Details	VICTOR MOSES AND CO 6, OLD POST OFFICE STREET, PIN - 700001, Mobile No. : 98306	Thana: Hare Street District: Kolkata Wi		
Transaction		Additional Transaction	The state of the s	
[0110] Sale, Development A	Agreement or Construction	[4308] Other than Immovable Propagreement [No of Agreement : 2]	erty,	
Set Forth value	A COMPANY OF THE PARTY OF	Market Value		
		Rs. 7,56,99,608/-		
Stampduty Paid(SD)	a. 《自身》,是是有一种。	Registration Fee Paid		
Rs. 75,120/- (Article:48(g))		Rs. 101/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urba area)			

#### Land Details:

 District: North 24-Parganas, P.S:- Titagarh, Municipality: BARRACKPORE, Road: S.N. BANERJEE ROAD, Mouza: Chanak, Premises No: 6, , Ward No: 021 Jl No: 4, Pin Code: 700120

Sch No	Number	200	Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	RS-140/724	RS-13179	Bastu	Bastu	32 Katha 8 Chatak 34 Sq Ft			Property is on Road
	Grand	Total:			53.7029Dec	0 /-	756,99,608 /-	

#### Land Lord Details:

SI No	Name,Address,Photo,Finger print and Signature
	PRUDENTIAL ESTATES PVT LTD  3A, Pollock Street, City:- Kolkata, P.O:- Radhabazar, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:-700001 Date of Incorporation:XX-XX-1XX6, PAN No.:: AAxxxxxx6K, Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

#### **Developer Details:**

SI No	Name, Address, Photo, Finger print and Signature
	Ground 2 Skye Ventures LLP  34, Chittaranjan Avenue, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700012 Date of Incorporation:XX-XX-2XX9, PAN No.:: AAxxxxxx6M,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

Signature Photo **Finger Print** Name Mr RATAN CHAKRABORTY Son of Late NALINI CHAKRABORTY Executed by: Self, Date of Rus Ohr. Execution: 28/02/2025 , Admitted by: Self, Date of Admission: 28/02/2025 ,Place : 28/02/2025 LTI 28/02/2025 28/02/2025

Son of Late NALINI CHAKRABORTY, 89, MANICK DANGA ROAD, City:-, P.O:- GHOLA, P.S:-Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 743170 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX5, PAN No.:: ACxxxxxx1A,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 28/02/2025, Admitted by: Self, Date of Admission: 28/02/2025, Place: Office

epresentative Details :							
SI Name,Address,Photo,Finger print and Signature							
1	Name	Photo	Finger Print	Signature			
	Mr Khilen Shah Son of Mr Raman Shah Date of Execution - 28/02/2025, , Admitted by: Self, Date of Admission: 28/02/2025, Place of Admission of Execution: Office		Captured	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1			
		Feb 28 2025 3:15PM	LTI 28/02/2025	28/02/2025 -Bullygunge, District:-South 24-			
	Citizen of: India, Date of Birth:XX-XX-1XX5 , PAN No.:: ADxxxxxx3D, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : PRUDENTIAL ESTATES PVT LTD (as DIRECTOR)  Name Photo Finger Print Signature						
2	Mr Arindam Mukherjee Son of Mr Monoranjan Mukherjee Date of Execution - 28/02/2025, , Admitted by: Self, Date of Admission: 28/02/2025, Place of Admission of Execution: Office		Captured	2-2- N			
		Feb 28 2025 3:16PM	LTI 28/02/2025	28/02/2025			
				GE, P.S:-Bullygunge, District:-South 24-			

Signature **Finger Print** Photo Name Mr Dipanjan Bhattacharjee (Presentant) Son of Late Lokenath Bhattacharjee Date of Execution -28/02/2025, , Admitted by: Self, Date of Admission: 28/02/2025, Place of Admission of Execution: Office 28/02/2025 LTI 28/02/2025 Feb 28 2025 3:16PM

84, B.T. Road, City:- Not Specified, P.O:- Baranagar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700090, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX7, PAN No.:: Alxxxxxx0P, Aadhaar No: 22xxxxxxxx5857 Status: Representative, Representative of : Ground 2 Skye Ventures LLP (as Ground 2 Skye Solutions LLP)

#### **Identifier Details:** Signature Finger Print Photo Name Mr SUJIT KUMAR ROY Son of Late MM ROY 6, OLD POST OFFICE STREET, City:a. Krun Bo Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:-700001 28/02/2025 28/02/2025 Identifier Of Mr Khilen Shah, Mr Arindam Mukherjee, Mr Dipanjan Bhattacharjee, Mr RATAN CHAKRABORTY

Trans	fer of property for L1	
SI No	From	To, with area (Name-Area)
1	PRUDENTIAL ESTATES PVT LTD	Ground 2 Skye Ventures LLP-53.7029 Dec

# Land Details as per Land Record

District: North 24-Parganas, P.S:- Titagarh, Municipality: BARRACKPORE, Road: S.N. BANERJEE ROAD, Mouza: Chanak, Premises No: 6, , Ward No: 021 Jl No: 4, Pin Code: 700120

Chanak,	Premises No: 6, , Ward No: 021 J	Details Of Land	Owner name in English
Sch No	Plot & Khatian Number		as selected by Applicant PRUDENTIAL ESTATES PVT LTD
L1	RS Plot No:- 140/724, RS Khatian No:- 13179		

#### Endorsement For Deed Number: 1 - 190402880 / 2025

#### On 28-02-2025

### 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 14:32 hrs on 28-02-2025, at the Office of the A.R.A. - IV KOLKATA by Mr Dipanjan Bhattacharjee ,.

# 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 7,56,99,608/-

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

Execution is admitted on 28/02/2025 by Mr RATAN CHAKRABORTY, Son of Late NALINI CHAKRABORTY, , 89, MANICK DANGA ROAD, P.O: GHOLA, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 743170, by caste Hindu, by Profession Business

Indetified by Mr SUJIT KUMAR ROY, , , Son of Late M M ROY, 6, OLD POST OFFICE STREET, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

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

Execution is admitted on 28-02-2025 by Mr Khilen Shah, DIRECTOR, PRUDENTIAL ESTATES PVT LTD, 3A, Pollock Street, City:- Kolkata, P.O:- Radhabazar, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by Mr SUJIT KUMAR ROY, , , Son of Late M M ROY, 6, OLD POST OFFICE STREET, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 28-02-2025 by Mr Arindam Mukherjee, Mukherjee Alliances Infotech Pvt. Ltd, Ground 2 Skye Ventures LLP, 34, Chittaranjan Avenue, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700012

Indetified by Mr SUJIT KUMAR ROY, , , Son of Late M M ROY, 6, OLD POST OFFICE STREET, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 28-02-2025 by Mr Dipanjan Bhattacharjee, Ground 2 Skye Solutions LLP, Ground 2 Skye Ventures LLP, 34, Chittaranjan Avenue, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700012

Indetified by Mr SUJIT KUMAR ROY, , , Son of Late M M ROY, 6, OLD POST OFFICE STREET, P.O: GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101.00/- (E = Rs 21.00/-, I = Rs 55.00/-, M(a) = Rs 21.00/-, M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 80.00/-, by online = Rs 21/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/02/2025 6:30PM with Govt. Ref. No: 192024250423924248 on 27-02-2025, Amount Rs: 21/-, Bank: SBI EPay ( SBIePay), Ref. No. 4367585163229 on 27-02-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 75,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 85194, Amount: Rs.100.00/-, Date of Purchase: 13/03/2024, Vendor name: A

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/02/2025 6:30PM with Govt. Ref. No: 192024250423924248 on 27-02-2025, Amount Rs: 75,020/-, Bank: SBI EPay (SBIPay), Ref. No. 4367585163229 on 27-02-2025, Head of Account 0030-02-103-003-02

Mohul Mukhopadhyay ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I Volume number 1904-2025, Page from 134950 to 134988

being No 190402880 for the year 2025.



Digitally signed by MOHUL MUKHOPADHYAY Date: 2025.03.08 15:28:37 +05:30 Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 08/03/2025 ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA West Bengal.

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