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भारतीय गैर न्यायिक

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Rs. 100

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ONE HUNDRED RUPEES



भारत INDIA

INDIA NON JUDICIAL

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

AF 783417

Noting that the Document is submitted in compliance with the provisions of the Registration Act, 1908 and the rules thereunder, the Registrar has accepted the Document for registration. The Signature Sheet and the Endorsement sheets attached to the Document are the part of this Document.



Additional Registrar of Assurances, Kolkata

22 NOV 2023

JOINT DEVELOPMENT AGREEMENT

This 'JOINT DEVELOPMENT AGREEMENT' made at Kolkata on this the 22nd day of November, Two Thousand And Twenty Three (2023) A.D

For SKYGLAZE REALCON LLP

Authorised Signatory

Wishal

[Signature]

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13 SEP 2023

No. ₹ 100/- Date

Name :

Address :

Vendor :

Alipore Collectorate, 24 Pgs. (South)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, KOI-27

SANJAY KUMAR JAIN
ADVOCATE
HIGH COURT, CALCUTTA



ADDITIONAL REGISTRAR
OF REAL ESTATE, KOI KATA
13 SEP 2023

Identified by me:

SANJAY KUMAR JAIN
ADVOCATE
HIGH COURT, CALCUTTA

YGLAZE REALCON LLP

Authorised Signatory

Director

BETWEEN

1) **MR. PRAKASH TEKRIWAL**, son of Mr. Amaram Agarwal, aged about - 62 years, Holding PAN : AALPT9624Q, Aadhaar No. - 556616611179 AND 2) **MR. WRISHAB TEKRIWAL**, son of Mr. Prakash Tekriwal, aged about - 30, years, Holding PAN : AQVPT4095R, Aadhaar No. - 910070674233, both by Nationality - India, by Faith - Hindu, by Occupation - Business, presently residing at Faradevi House, Shukla Colony, Hinoo, Ranchi - 834 002, P. S. - Doranda, P. O. - GPO, Bhalkhand, hereinafter, jointly, called and referred to as the '**FIRST PARTY/OWNERS**' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, successors, legal representative, administrators and assigns) of the **ONE PART**

AND

M/S. SKYGLAZE REALCON LLP (LLPIN ACD-8999), Holding PAN : AFDPS6681P, a Limited Liability Partnership, incorporated under the provisions of the 'Limited Liability Partnership Act' 2008, having its Registered Office at 145, Surat Bose Road, Kolkata - 700026, P. S. - Tollygunge, P. O. Kalighat and represented by its Authorised Signatory/ Partner **MR. SHEKHAR MEHTA**, son of Mr. Sumer Chand Mehta, holding PAN: AFBPM5025R, Aadhaar No. - 922492308009, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, presently residing at 12, Sunny Park, P. O. - Ballygunge, P. S. - Garuhat, Kolkata - 700 019, West Bengal hereinafter, referred to as the '**SECOND PARTY/DEVELOPER**' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **OTHER PART**

WHEREAS:

A) In this Agreement the First Party/Owners and the Second Party/Developer wherever the context so permits are collectively referred to as the 'Parties' and individually as a 'party'.

B) RECITAL

WHEREAS One Smt. Aarti Ghosh, wife of Shri Sudhir Ghosh & Shri Subhrajit Ghosh, son of Shri Sudhir Ghosh, jointly, became the absolute owners in respect of Plots of land, situate and lying at Mouza - Elachi, Pargana - Magura, J.I. No. 70, under (1) R. S. Dag No. 1684, R. S. Khatian Nos. 154 corresponding to L. R. Dag No. 1708, L. R. Khatian No. - 1263 & 1264, measuring area about **19 Kattah**, more or less and under (2) R. S. Dag No. 1685, R. S. Khatian

For SKYGLAZE-REALCON LLP

Authorised Signatory

No. 6277

ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
22 NOV 2023



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Page No.

No. 621 corresponding to L. R. Dag No. 1709, L. R. Khatian No. - 1263 & 1264 admeasuring area about **07 Kattah 04 Chittak 12 Square Feet**, more or less, under P.S. - Sonarpur, District 24 Parganas South, West Bengal under Rajpur Sonarpur Municipality Ward No. 026 in pursuance to purchase by virtue of a Deed of Conveyance registered at the office of A. D. S. R. Sonarpur, registered in Book No. - I, Volume No. - 31, written in Pages from 19 to 28, being Deed No. 1740 for the year 2003.

AND FURTHER WHEREAS said Smt. Arati Ghosh, wife of Shri Sudhir Ghosh & Shri Subhrajit Ghosh, son of Shri Sudhir Ghosh, while enjoying, jointly, their right title interest and possession in respect of the said Plots of land admeasuring area about **26 Kattah 04 Chittak 12 Square Feet**, mutated their names before B. L. & L. R. O., Sonarpur and they have been paying their Khajana regularly in respect of the said plots of land.

AND FURTHER WHEREAS said Smt. Arati Ghosh, wife of Shri Sudhir Ghosh & Shri Subhrajit Ghosh, son of Shri Sudhir Ghosh, while enjoying their right title interest and possession in respect of the said Plots of land, situate and lying at Mouza - Elachi, Pargana - Magura, J.L. No. 70, under (1) R. S. Dag No. 1684, R. S. Khatian Nos. 154 corresponding to L. R. Dag No. 1708, L. R. Khatian No. - 1263 & 1264, admeasuring area about **19 Kattah**, more or less and under (2) R. S. Dag No. 1685, R. S. Khatian No. 621 corresponding to L. R. Dag No. 1709, L. R. Khatian No. - 1263 & 1264, admeasuring area about **07 Kattah 04 Chittak 12 Square Feet**, more or less, under P.S. - Sonarpur, District 24 Parganas South, West Bengal under Rajpur Sonarpur Municipality Ward No. 026, sold conveyed and transferred unto and in favour of Mr. Prakash Tekriwal, son of Mr. Atmaram Agrawal and Mr. Wrishab Tekriwal, son of Mr. Prakash Tekriwal, owners herein by virtue of a Deed of Conveyance registered at the office of A. D. S. R. Sonarpur, registered in Book No. - I, CD Volume No. - 29, written in Pages from 4877 to 4891, being Deed No. 12109 for the year 2010.

WHEREAS One Shri Sudhir Ghosh, son of Late Kaykul Ghosh, became the absolute owners in respect of Plots of land, situate and lying at Mouza - Elachi, Pargana - Magura, J.L. No. 70, under (1) R. S. Dag No. 1685, R. S. Khatian Nos. 238 corresponding to L. R. Dag No. 1703, L. R. Khatian No. - 159, admeasuring area about **04 Kattah 14 Chittak** more or less, under P.S. - Sonarpur, District 24 Parganas South, West Bengal under Rajpur Sonarpur Municipality Ward No. 026 by virtue of inheritance and a Deed of Partition dated 10.11.2009, registered at the office of A.D.S.R. - Sonarpur, being Deed No. 11130 for the year 2009.

For SKYGLAZE REALCON LLP

 Authorised Signatory

ADDITIONAL REGISTRAR
OF ASSURANCES-1, KOLKATA
22/01/2023

For SKYGLAZE REALCON LLP



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Director

AND FURTHER WHEREAS said Shri Sudhir Ghosh, son of Late Kanailal Ghosh, while enjoying his right title interest and possession in respect of the said Plot of land admeasuring area about **04 Kattah 14 Chittak** more or less, mutated his name before B. L. & L. R. O., Sonarpur and he has been paying his Khajana regularly in respect of the said plot of land

AND FURTHER WHEREAS said Shri Sudhir Ghosh, son of Late Kanailal Ghosh, while enjoying his right title interest and possession in respect of the said Plot of land, situate and lying at Mouza - Elachi, Pargana - Magura, J.L. No. 70, under (1) R. S. Dag No. 1683, R. S. Khatian Nos. 238 corresponding to L. R. Dag No. 1703, L. R. Khatian No. 159, admeasuring area about **04 Kattah 14 Chittak** more or less, under P. S. - Sonarpur, District 24 Parganas South, West Bengal under Rajpur Sonarpur Municipality Ward No. 026, sold conveyed and transferred (imp) and in favour of Mr. Prakash Tekriwal, son of Mr. Atmaram Agarwal and Mr. Wrihab Tekriwal, son of Mr. Prakash Tekriwal, owners herein by virtue of a Deed of Conveyance registered at the office of A. D. S. R. Sonarpur, registered in Book No. - I, CD Volume No. - 29, written in Pages from 4862 to 4876, being Deed No. 12110 for the year 2010.

AND FURTHER WHEREAS One Shri Tapan Ghosh, son of Late Subol Ghosh and Shri Rabin Ghosh Late Subol Ghosh, jointly, became the absolute owners in respect of Plot of land, admeasuring area about 07 Kattah 04 Chittaks 10 Square Feet, more or less, situate and lying at Mouza - Elachi, Pargana - Magura, J.L. No. 70, under R. S. Dag No. 1603, R. S. Khatian Nos. 361, under P. S. - Sonarpur, District 24 Parganas South, West Bengal under Rajpur Sonarpur Municipality Ward No. 026 by virtue of a Deed of Settlement dated 11.10.1991, registered at the office of A. D. S. R. Sonarpur, recorded in Book No. - I, Volume o. 123, written in Pages from 326 to 331 being Deed No. 6922 for the year 1991

AND FURTHER WHEREAS said Shri Tapan Ghosh, son of Late Subol Ghosh and Shri Rabin Ghosh Late Subol Ghosh, while enjoying their right title interest and possession in respect of the said Plot of land admeasuring area about 07 Kattah 04 Chittaks 10 Square Feet., mutated their names before B. L. & L. R. O., Sonarpur and they have been paying their Khajana regularly in respect of the said plot of land.

AND FURTHER WHEREAS One Shri Tapan Ghosh, son of Late Subol Ghosh and Shri Rabin Ghosh Late Subol Ghosh, while enjoying their right title interest and possession in respect of the

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OF ASSURANCES-1, KOLKATA
22 NOV 2023

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said Plot of land admeasuring area about **07 Kattah 04 Chittaks 10 Square Feet**, sold conveyed and transferred unto and in favour of Mr. Prakash Tekriwal, son of Mr. Amaram Agarwal and Mr. Wrihash Tekriwal, son of Mr. Prakash Tekriwal, owners herein by virtue of two separate Deeds of Conveyance (1) being Deed No. 04108 for the year 2023 registered at the office of D. S. R. - II, Sonarpur, registered in Book No. - I, Volume No. - 1602 - 2023 written in Pages from 126606 to 126627 for area about **05 Kattah 04 Chittaks 10 Square Feet**, more or less, AND (2) being Deed No. 04109 for the year 2023 registered at the office of D. S. R. - II, Sonarpur, registered in Book No. - I, Volume No. - 1602 - 2023 written in Pages from 126696 to 126717 for area about **02 Kattah** more or less.

AND FURTHER WHEREAS thus by virtue of aforesaid four nos. Deeds of conveyance, Mr. Prakash Tekriwal, son of Mr. Amaram Agarwal and Mr. Wrihash Tekriwal, son of Mr. Prakash Tekriwal, owners herein, became the owners in respect of Plots of Land measuring altogether **38 Kattah 06 Chittaks 22 Square Feet**, more or less and they have been enjoying their right, title interest and possession in respect of the said Plots of land situate and lying at Mouza - Elachi, Pargana - Magraunder P. S. - Sonarpur, District 24 Parganas South, West Bengal under Rajpur Sonarpur Municipality Ward No. 026 and while enjoying their right title interest and possession in respect of the said Plots of land, they have got the said plots of land mutated with the B. L. & L. R. O. authority and they have been paying their Khajana in respect of the said plots regularly.

AND WHEREAS it has been agreed by and between the Parties that the said Premises will be developed by the Developer whereby the developer have become entitled to undertake construction of new building/s at the said premises comprising of various self-contained residential/commercial flats units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other.

AND WHEREAS the Owners have agreed to grant the exclusive right of development in respect of their entire share or interest into or upon the said Premises unto and in favour of the Developer herein with the intent and object that the Developer shall be entitled to undertake construction of new building's at the said Premises subject to the terms and conditions hereinafter appearing.

for SKYGLAZE REALCON LLP

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ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
23 NOV 2023



For SKYGLAZE REALCON LLP

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NOW THEREFORE IN CONSIDERATION OF THE ABOVE RECITALS AND THE MUTUAL COVENANTS AND PROMISES HEREIN CONTAINED THE PARTIES HAVE AGREED as follows:

ARTICLE I - DEFINITIONS

1.1 In this agreement unless the context so permits the following expressions shall have the meanings assigned to them as under:

- i) **ARCHITECT** shall mean such person or persons, firm or firms, who may be appointed by the Developer for designing and planning of the said Project.
- ii) **BUILT-UP AREA:** The built-up area for the said Unit or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and 100% (one hundred percent) the area covered by all other external walls of the such Unit/Balcony and in case any open terrace is attached to any Unit and granted to the Allottee then 50% (fifty percent) built-up area of the Open Terrace shall also be included in the Built-up Area of such Unit.
- iii) **"CARPET AREA"** shall mean the net usable floor area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony verandah/open terrace area.
- iv) **CONSENTS** shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, completion use and occupation of the Development.
- v) **DEVELOPMENT AGREEMENT** shall mean this Agreement.
- vi) **DEVELOPER** shall mean the said M/S. SKYGLAZE REALCON LLP, having its Registered office at 145, Sarat Bose Road, Kolkata - 700026 and shall mean and include its legal representatives, executors, administrators, successor and/or successors in office/interest and assigns.
- vii) **DEVELOPER'S SHARE** shall mean and include ALL THAT 65% (SIXTY FIVE PERCENT) of the of the total sanctioned area in the new building to be

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OF ASSURANCE, KOLKATA
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constructed at the said property and shall comprise various Flats/ Shops/ Offices and/or constructed spaces and any other saleable rights and constructed spaces together with 65 % (Sixty Five Percent) undivided share in the land comprised in the said property and also in the top roof of the building and also in the common areas and installations attributable to the units comprised in the Developer's Allocation together with 65 % (Sixty Five Percent) share in the open/ covered car parking spaces in the property to belong exclusively and absolutely to the Developer.

- viii) **DEVELOPER'S OBLIGATIONS** shall mean the obligations assumed by the Developer, brief details will appear from the Second Schedule hereunder written.
- ix) **DEVELOPMENT COSTS** shall mean the amounts to be incurred by the Developer for undertaking development of the Premises, brief details of which will appear from the Third Schedule hereunder written.
- x) **OWNERS'S SHARE** shall mean and include ALL THAT 35% (THIRTY FIVE PERCENT) of the of the total sanctioned area in the new building to be constructed at the said property and shall comprise various Flats/ Shops/ Offices and/or constructed spaces and any other saleable rights and constructed spaces together with 35 % (Thirty Five Percent) undivided share in the land comprised in the said property and also in the top roof of the building and also in the common areas and installations attributable to the units comprised in the Owner's Allocation together with 35 % (Thirty Five Percent) share in the open/ covered car parking spaces in the property to belong exclusively and absolutely to the Owners.
- xi) **END USERS** shall mean the various persons who shall acquire a Flat/Unit in the said new building to be constructed at the said premises.
- xii) **REVENUE** shall mean the revenue generated consequent to sale and transfer of the various flats units apartments constructed spaces and car parking spaces on account of Developer's share, forming part of the development.
- xiii) **PROJECT** shall mean the proposed new building to be constructed on the said Premises in accordance with the plan.
- xiv) **PLAN** shall mean the plan to be sanctioned by the Zilla Parishad, Municipal/ Panchayat authorities and all other authorities concerned and shall include any modifications made thereto from time to time and sanctioned by the authorities concerned.

For SKYGLAZE REALCON

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ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
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For SKYGLAZE REALCON EMI



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- xv) **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Quantity Surveyors, Mechanical and/or Electrical Engineers, Surveyors and/or such other professional engaged and/or contracted by the Developer from time to time.
- xvi) **OWNERS** shall mean the Parties hereto of the First Part and shall mean and include their legal heirs, successors, legal representative, administrators and assigns.
- xvii) **SERVICES** shall mean the supply to and the installations on the Premises of electricity, water, gas, telecommunications, lavatories, drainage and other services.
- xviii) **SPECIFICATIONS** shall mean may be recommended by the recognized licensed holder 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 materials shall be final and binding on the parties hereto morefully and particularly described in the fourth schedule herein below.
- xix) **SUPER -BUILT-UP AREA** according to the context shall in relation to the said Unit or any other unit in the new building mean and include the covered/plinth/built-up area of such unit and include the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such unit and if any open terrace is attached to any unit and transferred by the vendor with such unit then the area of such open terrace, Proportionate share of the area of the common areas and installations, Overhead water tank, Underground water reservoir, Septic tank, Lift machine room, Plumbing ducts, Boundary wall, etc.

ARTICLE II - INTERPRETATIONS

2.1 In this Agreement:

2.1.1 **Covenants** - where any part to this Agreement for the time being comprises of two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising the party jointly and severally

A covenant expressed to be made with more than one party is a covenant made separately with each of those parties.

For SKYGLAZE REALCON LLP


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Gender and number - Words importing one gender include all other genders, words importing the singular includes the plural and vice versa.

- 2.1.3 **Headings** - The clause, paragraphs and schedules headings do not form part of this document and are not to be taken into account in its construction or interpretation.
- 2.1.4 **Reference to statutes** - unless expressly stated to the contrary any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under that statute and any general reference to a statute includes any regulations or orders made under that statute.
- 2.1.5 **Interpretation of 'this Development Agreement'** - where the context so allows, the expression "this Development Agreement" includes any documents supplemental to or collateral with this document or entered into in accordance with this document.
- 2.1.6 **Reference to clauses and schedules** -any reference in this document to a clause, sub-clause, paragraph, sub paragraphs or Schedules without further designation is to be construed as a reference to the clause, sub clause, paragraph, sub Paragraphs or Schedules to this document so numbered.

ARTICLE III - REPRESENTATIONS AND WARRANTIES BY THE OWNERS

- 3.1 At or before the execution of this Agreement the Owners have assured and represented to the Developer as follows:
- i) **THAT** the Owners are legally competent to enter into this agreement and that there is no legal bar or impediment in the Owners entering into this agreement.
 - ii) **THAT** there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976 comprised in the Premises.
 - iii) **THAT** no part or portion of the said Premises is subject to any notice or acquisition and/or requisition.

For SKYGLAZE REALCON LLP


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ADDITIONAL REGISTRAR
OF ASSURANCE - KOLKATA
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iv) THAT all municipal rates taxes and other outgoings payable in respect of the said premises has been paid and/or shall be paid by the Owners upto the date of execution of this agreement

v) THAT this agreement has been duly approved by the shareholders of the Owners

3.2 Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has agreed to enter into this agreement and to undertake development of the said Premises

ARTICLE IV - ASSURANCES AND WARRANTIES BY THE DEVELOPER

4.1 At or before the entering into this Agreement the Developer has asserted and represented to the Owners as follows:

- i) THAT the Developer is legally competent to enter into this agreement and that there is no legal bar or impediment in the Developer entering into this agreement
- ii) That the Developer has adequate financial resources to undertake the development of the said Premises
- iii) That the Developer has an experienced professional team at its command comprising of Engineers, skilled workers and other professionals who are competent to undertake the development of the said Premises

4.2 Relying on the aforesaid representations and believing the same to be true the Owners have agreed to allow the Developer to undertake the development of the said Premises subject to the terms and conditions hereinafter appearing

ARTICLE V - COMMENCEMENT AND DURATION

5.1 This agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution of this 'Joint Development Agreement' (hereinafter referred to as the **COMMENCEMENT DATE**)

For SKYGLAZE REALCON LLP

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ADDITIONAL REGISTRAR
OF ASSURANCES-1 KOLKATA
22 NOV 2023



For SKYGLAZE REALCON LLP


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- 5.2 Unless terminated in the manner as hereinafter appearing this Agreement shall remain in full force and effect until the said Project is completed in all regards.

ARTICLE VI - GRANT OF DEVELOPMENT RIGHT

- 6.1 It has been agreed by and between the parties hereto that subject to the terms and conditions herein contained the Owners have agreed to grant the exclusive right of development to the extent of its right title interest into or upon the said Premises unto and in favour of the Developer herein and in connection therewith the Developer shall perform and observe its obligations set out in the Second schedule hereunder written.

ARTICLE VII - LICENSE

- 7.1 Immediately after execution of this Agreement or so soon thereafter, the Developer and/or any person authorised by it shall be entitled to enter upon the said Premises and at the cost of the Developer shall be entitled to and is hereby authorised:
- i) To cause the lands forming part of the said premises to be surveyed
 - ii) To undertake soil testing
 - iii) To undertake other preliminary works for the purpose of undertaking development of the said Premises

- 7.2 It is hereby made expressly clear that the possession of the said Portion is not being given nor intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act 1972 read with Section 2 (47)(v) of the Income Tax Act 1961 and possession of the said Portion shall always continue to remain vested with the Owners during the continuance of this agreement. However, the Owners shall give the symbolic possession of the property to the Developer for performing the construction activities on the said property.

ARTICLE VIII - PERMISSIONS

- 8.1 For the purpose of undertaking development of the said Premises, the Developer shall be entitled to apply for and obtain all permissions consents approvals and/or consents which are needed and/or required and the Owners agrees and undertake to sign and execute deeds documents and instruments as may be necessary and/or required from time to time, and the owners shall also execute registered general Power of Attorney in favour of the developer for the purpose of construction work in the said scheduled mentioned property and to undertake all necessary searching and obtain clearance, if required, from

For SKYGLAZE REALCON LLP

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For SKYGLAZE REALCON LLP

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appropriate government authorities like Zilla Parishad, Gram Panchayat authorities, Fire Department, Microwave, Urban Land Ceiling Department, Land Acquisition Department, Kolkata Municipal Corporation, B.L. & L.R.O., KMDA, Microwaves, Airport Authority, Metro rail Authority, BSNI and such other/concerned to the satisfaction of the developer. And the owners shall produce all such documents as found necessary to facilitate the above process.

- 8.2 The Developer shall be entitled to and the Owners hereby consents to the Developer modifying and/or altering the said Plan in accordance with the prevailing building rules so long as such modification and/or alteration is beneficial for the said project.

This Agreement shall not operate or be deemed to operate as a demise of the Portion or any part thereof and the Developer or any person claiming through or under it shall not be entitled to any estate, right, title or interest in respect of the Portion until such time the development is completed.

- 8.3 The Developer shall be entitled to obtain the Construction Finance from any bank and/ or financial institution for construction and completion of the said project and the Owner shall extend their full cooperation for the same including the mortgage of the title deeds of the said land. On or before completion of the project, it shall be responsibility of the developer to repay the said loan into its entirety and shall obtain the 'No dues Certificate' from the bank.

ARTICLE IX - PROFESSIONAL TEAM AND BUILDING CONTRACTOR

- 9.1 The Developer shall take all necessary action to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the Building Contract, any sub-contracts or agreements with the Developer and the appointments of the members of the Professional Team and the Developer shall itself diligently observe and perform its obligations under the same.

- 9.2 The Developer shall, at the request of the Owner, co-operate in any manner reasonably requested by the Owner in taking proceedings against the Building Contractor and any of the Professional Team.

ARTICLE X- SANCTION PLAN

- 10.1 The developer shall upon receiving vacant possession of the said land, after all the due compliances from the Owner's part, i. e; Mutation with B. L. & L. R. O. and/ or Municipal Authorities, U.L.C Clearance, etc; obtain the building plan to be sanctioned by the Zilla Parishad

For SKYGLAZE REALCON LLP

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and/or Manager
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and/or Municipal Panchayat within a period of 8 months from the date of sanction of vacant and pending permission (with a grace period of further 3 months) and the Developer shall take all necessary steps and meet all the requirements of the Zilla Parishad, Municipal Panchayat authorities and bear the cost of the sanction fee and other charges including the Architects' fee for the said plan. However it is agreed that the Owner shall bear for any fees, cost, charges, expenses incurred by the Developer for obtaining the U.C. Clearance from U.C. Department, if any.

ARTICLE XI - THE DEVELOPMENT

- 11.1 After obtaining the Sanction Plan from the Zilla Parishad, Rajshahi Municipalities or so soon thereafter the Developer shall immediately commence and proceed diligently to execute and complete the Development,
- in a good and workman-like manner with such materials and/or specifications as may be recommended by the Architects free from any latent or inherent defect (whether of design, workmanship or materials) and
 - in accordance with the Approved Plans, the Planning Permission and all planning permissions which may be granted for the Development, the consent, any relevant statutory requirements and building regulations, the recommendations any statutory or other competent authority and the provisions of this Agreement.

ARTICLE XII - TOTAL DEVELOPMENT COSTS

- 12.1 The Developer shall incur all development costs including all costs, fees and expenses wholly and exclusively expended or incurred by the Developer, including, without limitation, the items listed in the Third Schedule hereinafter written.

ARTICLE XIII - CONSTRUCTION AND COMPLETION

- 13.1 The Developer shall immediately after the obtaining the Sanction Plan duly sanctioned by the authorities concerned or so soon thereafter shall be entitled to commence the work of construction of the said Project (hereinafter referred to as the **START DATE**)
- 13.2 Unless prevented by circumstances beyond the control of the Developer the said Project shall be constructed erected and completed in all regards within a period of 42 months from the date of sanction of building plan by the Zilla Parishad, Municipal and/or Gram Panchayat authorities with a grace period of 9 months (hereinafter referred to as the **COMPLETION**

FOR SIGNED HEREON

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For SKYGLAZE REALCON LLP

DATE) and time for completion is and shall always be treated as the essence of the contract. A certificate of completion issued by the Architect shall be satisfactory condition for the above.

13.3 In addition to the above, the Developer shall not be treated in breach of the performance of obligations, if the Developer is prevented from proceeding with the work of construction by the circumstances under Force Measure as hereinafter stated.

13.4 The Developer shall cause the New Building to be constructed erected and completed with good quality materials and/or specifications as is normally used in construction as specified in the Fourth Schedule hereunder.

13.5 The Developer hereby undertakes to keep the Owners indemnified against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the said Premises and/or in the matter of construction and/or for any defect therein.

13.6 In the event of any accident or mishap taking place during construction whether due to negligence or otherwise of the Developer, the Architect or their labourers or contractors, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claims thereof or there from.

13.7 The Developer shall use its commercially reasonable efforts to accomplish the timely completion of the project in accordance with the approved plans and specifications and the time schedule for such completion.

13.8 The Developer shall use its commercially reasonable efforts to facilitate the construction and completion of the project in a good and workmanlike manner and / or cause the project to be equipped with all necessary and appropriate fixtures, equipments and articles of personal property and shall construct erect and complete the said project in accordance with the plans which may be sanctioned by the concerned authorities.

ARTICLE XIV - DEVELOPER'S WARRANTIES AND ACKNOWLEDGEMENT

14.1 The Developer warrants and represents to the Owners that the said new building to be constructed at the said Premises shall be fit for the purpose for which it is to be used; and the Premises is fit for the carrying out of the Development.

For SRYGLAZE REAL CON LLP

Authorised Signatory

ADDITIONAL REGISTRAR
DEPARTMENT OF REGISTRATION
BANGALORE
22/01/2023

FOR SKYGLAZE REALCON LLP

 Authorised Signatory

ARTICLE XV - MARKETING AND AREA SHARING

- 15.1 It has been agreed between the parties hereto that the various flats units apartments constructed spaces and car parking spaces forming part of the Owner's and Developer share hereinafter appearing shall be sold and transferred respectively by the Owner and Developer in favour of the end users for their respective allocations.
- 15.2 In consideration of the above and in further consideration of the mutual covenants herein contained and in further consideration of the Developer having agreed to incur all costs charges and expenses for undertaking development of the said Premises (hereinafter referred to as the CONSTRUCTION COSTS).
- 15.3 It has been agreed that the entirety of the development will be sold and transferred by the Owners and Developer for their own respective allocation in the manner as hereinafter for their respective allocation of Flats, shops, car parking Area, Store Room, etc. allotted to each of them and the Developer shall be entitled to sell and convey for its own allocation of **65% (SIXTY FIVE PERCENT)** of the saleable area (hereinafter referred to as the **DEVELOPER'S SHARE**) and the **35 % (THIRTY FIVE PERCENT)** of the owner's allocation shall be sold by the Owner for their own allocation (hereinafter referred to as the **OWNER'S SHARE**).
- 15.4 It is also hereby agreed that Extra Charges collected from the purchasers of units in the proposed project and also for the units allocated to the Owners for their 35% Share (on account of the installation of Generator, transformer, legal charges, sinking fund and maintenance deposit or any other account that the Developer may choose to impose and collect in respect of maintenance and upkeep of the project) shall accrue to the Developer only and the Owners shall not have claim over the said amount, so collected.
- 15.5 The said Receipts on account of sale of units for the Developer's allocation will be deposited by the Developer in a separate account to be opened with a nationalized bank or any other bank, preferably RERA account.
- 15.6 Each of the Owners and the Developer shall be liable to make payment of any amount which may become payable on account of GST and other statutory outgoings which may become payable on account of their respective shares.
- 15.7 The Owners shall also be liable to pay GST, as applicable and as per prevailing rates, to the Developer for the said 35% area allocated to them at the time of handing over the units to them.

For SKYGLAZE REALCON LLP

Authorised Signatory

ADDITIONAL REGISTRAR
OF ASSURANCES - KOLKATA
22 NOV 2023



For SKYGLAZE REALCON LLP

Authorised Signatory

- 15.8 The Books of accounts and other related papers relating to the said Project shall be kept by the Developer at its office at 145, Sant Bose Road, Kolkata - 700 026 or at such other place as the Developer in its absolute discretion may deem fit and proper and the Owners or any person authorised by it shall be entitled to take inspection of such books of accounts upon giving adequate notice to the Developer.

ARTICLE XVI - EXTRA PAYMENTS

16.1 The Developer shall be entitled to receive, realize and collect from each of the end users various amounts on account of:

- i) proportionate share of CESC Transformer charges/HT Services;
- ii) proportionate share of Generator connection to the flat;
- iii) proportionate share on account of recreational facilities to be provided for in the said housing project for the benefit of the flat Owners;
- iv) Any amount which may become payable in accordance with Rule 25 of KMC Act for flats forming part of the Owner's Allocation;
- v) Such charges as may be determined for formation of the Holding Organisation and/or Association of Flat owners;
- vi) By way of maintenance charges;
- vii) By way of municipal rates;
- viii) Sinking Fund;
- ix) Legal Charges payable to the Advocate.

hereinafter referred to as the EXTRA PAYMENTS

16.2 The said Extra Payments shall not form part of the Gross receipts and the unadjusted amount shall be made over by the Developer to the Holding Organisation upon its formation.

ARTICLE XVII - MAINTENANCE OF THE COMMON PARTS AND PORTIONS FORMING PART OF THE SAID PROJECT

17.1 The Developer shall be entitled to frame necessary rules and regulations for the purpose of regulating the uses of the various Flats units, apartments and Car Parking spaces forming part of the said project and each of the persons intending to and/or acquiring a Flat unit, apartment and Car Parking space in the said project shall be liable and agrees to observe

For SKYGLAZE REALCON LLP

Authorized Signatory

ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
22 NOV 2023



For SKYGLAZE REALCO LLP

[Signature]
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such rules and regulations as shall be framed from time to time and shall also be liable to contribute the (proportionate share on account of the maintenance charges to the Developer/FMC) till such time the Holding Organization is formed.

ARTICLE XVIII- HOLDING ORGANISATION

18.1 After completion of the said Project or so soon thereafter the Developer shall cause a Society/Syndicate/Association/Company to be formed for the purpose of taking over of the maintenance and management of the common parts and portions and also for the purpose of rendition of the common services and each of the persons acquiring Flats, units, apartments and Car Parking spaces in the said new building and/or project shall be bound to become a member of such Holding Organisation.

18.2 The Developer undertakes to hold the sinking fund collected from intending purchasers and be liable to transfer the same in favour of the Society/Syndicate/Association/ Company as and when the same is formed and becomes functional.

18.3 In the event of the control of the common parts and portions and the obligation of rendition of common services being entrusted by the Developer to any Facility Management Company (hereinafter referred to as the MANAGEMENT COMPANY) each of the persons acquiring a Flat/Unit/Apartment and Car Parking spaces in the said new building and/or project shall be liable to make payment of the proportionate share of the maintenance charges to such Management Company without raising any objection whatsoever or howsoever.

ARTICLE XIX - TITLE DEEDS

19.1 Original Title Deeds of the Property in respect of the below mentioned schedule property, original title deeds will be held by the Developer.

ARTICLE XX- FORCE MAJEURE

20.1 The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions herein below:

- (i) Fire
- (ii) Natural calamity
- (iii) Terrorist

For SKYGLAZE REALCON LLP

Authorised Signatory



ADDITIONAL REGISTRAR
OF ASSURANCES - KARNATAKA
22 MAY 2023

For SKYGLAZE REALCON LLP.

Authorised Signatory

- iv) Local problem and/or local disturbance.
- v) Any prohibitory order from the court, Kolkata Municipal Corporation and other authorities
- vi) Any other unavoidable circumstances beyond control of the Developer

ARTICLE XXI - OWNER'S OBLIGATIONS

21. The Owners have agreed:

- i) To co-operate with the Developer in all respect for development of the said Property as well as for the borrowing of funds from any bank and/or financial institution for the construction and completion of the project, in terms of this agreement.
- ii) To sign and execute all deeds documents and instruments as may be necessary and/or required from time to time as may be necessary and/or required to enable the Developer to undertake construction of the said Project in accordance with the Plan which may be sanctioned.
- iii) The Owner will execute a 'Registered Power of Attorney' in favour of the Developer or its nominee and/or nominees to enable the Developer to do all acts deeds and things which are necessary and/or required towards construction work and the Owner shall also execute a General Power of Attorney in favour of the Developer or its nominee and/or nominees for implementation and/or giving effect to this Agreement

ARTICLE XXII (DEVELOPER' INDEMNITY)

22.1 The Developer hereby undertakes to keep the Owners indemnified and indemnify the Owners against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said Project.

22.2 The Developer hereby undertakes to keep the Owners indemnified and indemnifies the Owners against all actions suits costs, proceedings and claims that may arise out of the Developer's action with regard to the development of the said Premises and/or in the matter of construction of the said Project and/or for any defect therein.

22.3 If any accident or mishap takes place during construction until completion of the Project whether due to negligence or otherwise any act of the Developer, the Architect or their

FOR SKYGLAZE REALCON LLP


Authorised Signatory



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ADDITIONAL REGISTRAR
OF ASSURANCES-2, KOLKATA
22 NOV 2023

For SKYGLAZE REALCON LLP

[Signature]
Authorized Signatory

labourers or contractors, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claim thereof or therefrom.

ARTICLE XXIII - BREACHES

23.1 None of the parties shall be entitled to cancel and/or rescind this agreement and in the event of any default by any of the parties (hereinafter referred to as the DEFAULTING PARTY) the other party shall be entitled to sue the Defaulting Party for specific performance of this agreement and for other consequential reliefs.

ARTICLE XXIV - NEGATIVE COVENANTS

24.1 The Owners as and by way of negative covenants have assured and covenanted with the Developer as follows:

- i) Not to sell transfer alienate and/or encumber the said premises.
- ii) Not to create any interest of any third party into or upon the said plot of land Owned by the Owners hereto or any part or portion thereof.
- iii) Not to do any act deed or thing which may be contrary to or in violation of any of the terms and conditions herein contained.
- iv) To do all acts deeds and things as may be necessary and/or required from time to time.

ARTICLE XXV - MISCELLANEOUS

25.1 TAXES - The parties agree and assure each other that each of the parties will make payment of their respective share on account of Service Tax, GST, if applicable, and all other statutory outgoings and have agreed to keep each other saved harmless and fully indemnified in this regard.

25.2 RELATIONSHIP OF THE PARTIES -

- (i) This Agreement does not create nor shall it in any circumstances be taken as having created a partnership between the parties.
- (ii) All contracts and agreements entered into by the Developer pursuant to this Agreement shall be contracts or agreements between the Developer as principal

FOR SKYGLAZE REALCON LLP

Authorised Signatory

ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA

22 NOV 2023



For SKYGLAZE REALCON LLP

Authorised Signatory

and the respective third parties and the Owners shall have no obligation or liability under them except to sign and execute such deeds, documents and instruments for the purpose of conferring a legal title.

- (iii) The owners may purchase additional plot of land adjoining to the existing scheduled premises. The developer shall develop such additional land on the same terms and conditions agreed herein. And the additional areas constructed shall be the part of the same project.

25.3 ENTIRE AGREEMENT - this agreement supersedes all document and/or writing and/or correspondence exchanged between the parties hereto. Any addition, alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties.

25.4 ADDRESS FOR SERVICE

25.4.1 A notice to the Owners shall be delivered or sent to the Owners at its addresses given in this Agreement or given in any notice given by the Owners to the Developer.

25.4.2 A notice to the Developer should be delivered or sent to the Developer at the address of the Developer given in this Agreement or given in any notice given by the Developer to the Owners.

25.4.3 All notice, demands or other communications required to be given shall be in writing and delivered personally or sent by prepaid first class post with recorded delivery or to such other address or by an Email, as any party may from time to time duly notify to the others.

25.5 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.

25.6 Time shall be the essence as regards the provisions of this Agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement between the parties be substituted for them.

For SKYCLAZE REALCON LLP

Authorised Signatory

ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
22 NOV 2023

For SKYGLAZE REALCON LLP

Authorised Signatory

- 25.7 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 25.8 Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.
- 25.9 All municipal rates (taxes and other outgoings including Khazana (hereinafter referred to as the RATES & TAXES) payable in respect of the said Property upto the date of execution of the said Agreement shall be paid borne and discharge by the Owners and thereafter it shall be the obligation and responsibility of the Developer to make payment of all municipal rates and taxes till completion of the said housing project.
- 25.10 The Agreement (together with schedules, if any) the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.
- 25.11 This agreement shall be binding on the parties hereto and their respective successors and assigns.
- 25.12 In the event of any ambiguity or discrepancy between the provisions of this agreement and the articles, then it is the intention that the provisions of this agreement shall prevail and accordingly the parties shall exercise all voting rights and other rights and powers available to them so as to give effect to the provisions of this Agreement and shall further, if necessary procure any required amendment to the Articles.
- 25.13 Nothing contained in this agreement shall be deemed to constitute a partnership between the parties hereto nor shall constitute any party the agent of the other for any purpose.
- 25.14 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

ARTICLE XXVI- REFUNDABLE ADVANCE

- 26.1 The developer shall pay to each and every owner a sum of Rs. 5,00,000/- (Rupees Five Lacs Only) i.e. altogether a sum of Rs. 10,00,000/- (Ten Lac Only) to both the Owners in total.

SKYGLAZE REALCON LLP

Authorised Signatory



ADDITIONAL REGISTRAR
OF ASSURANCES - KOLKATA
22 NOV 2023

For SKYGLAZE REALTY LTD

Authorized Signatory

its interest free **Refundable Advance** within 90 (Ninety Days) from the date of execution of this agreement besides their share of 35% (Thirty Five Percent) of the saleable area. This refundable advance amount shall be refunded by the Owners to the Developer upon obtaining the Completion Certificate from the authorities concerned, by the Developer, upon completion of construction of the building premises.

ARTICLE XXVII – DISPUTE RESOLUTION AND JURISDICTION

- 27.1 The parties as far as possible shall amicably try and resolve all disputes and differences which may arise. However, in the event of any such disputes and/or differences being incapable of being resolved amicably then and in that event the parties shall refer such disputes and differences to the sole arbitration of a person in whom both parties have full trust and confidence and the Sole Arbitrator shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force.
- 27.2 The Arbitrator shall have summary power and shall be entitled to lay down their own procedure.
- 27.3 The Arbitrator shall be entitled to pass interim awards and/or directions.
- 27.4 The parties hereto assure and covenant with each other that they have full trust and confidence in the Arbitrators and agree to abide by all their directions and/or awards and not to challenge or dispute the same in any manner whatsoever.
- 27.5 Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents.

THE FIRST SCHEDULE ABOVE REFERRED TO

For SKYGLAZE REALCON LLP

Authorised Signatory

ADDITIONAL REGISTRAR
OF ASSURANCES - KOLKATA
23 NOV 2023



For SKYGLAZE REALTOR. P

Authorised Signatory

ALL THAT Piece and Parcel of land admeasuring 38 Kattah 06 Chittaks 22 Square Feet mentioned in detail herein below:

R.S. DAG NOS.	R.S. KHATTAN NOS.	L. R. DAG NOS.	L. R. KHATTAN NOS.	LAND AREAS
1694	154	1708	1263, 1264	19 Kattah
1685	621	1709	1263, 1264	07 Kattah 04 Chittak 12 Sqft.
1683	238	1703	159	04 Kattah 14 Chittak
1603	361	1628	1129, 1130	05 Kattah 04 Chittaks 10 Sqft.
1603	361	1628	1129, 1130	02 Kattah
Total				38 Kattah 06 Chittaks 22 Square Feet

Situate lying at Mouza - Elsch, Pargana - Magura, J.L. No. 70, Kolkata- 700 151, P.S. Sonarpur, District 24 Parganas South, under Rajpur Sonarpur Municipality ward No. 026, West Bengal, together with all easement rights, quasi-easement, appurtenances, appendages and right ways, water connection, Telephones lines, sewer, drain, surface and/or overhead/beneath of the soil thereto and bounded and bounded as follows :- (adjacent to Ram Chandra Dey Street)

ON THE NORTH : Part of Land under R. S. Dag No. 1702, 1691, 1602

ON THE SOUTH : Part of Land under R. S. Dag No. 1683, 1682, 1632 & 50 Ft. Wide Dr. B. C. Roy Road.

ON THE EAST : Land under R. S. Dag No. 1686

ON THE WEST : Part of Land under R. S. Dag No. 1632, 1683

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated bounded bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO

For SKYGLAZE REALTY

Authorized Signatory



[Handwritten signature]
REGISTRAR
KOSOVA
03

For SKYGLAZE REALCON LLP

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Authorised Signatory

DEVELOPER'S OBLIGATIONS

The Developer shall be entitled to and is hereby authorized:

- i) To apply for and obtain all consents, approvals, sanctions and/or permissions as may be necessary and/or required for undertaking development of the said Premises.
- ii) To take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Premises or any adjoining or neighbouring Properties and which need to be diverted for undertaking the development work.
- iii) To install all electricity, gas, water, telecommunications, and surface and foul water drainage to the Premises and shall ensure that the same connects directly to the mains.
- iv) To serve such notice/notices and enter into such agreement/agreements with statutory undertakers or other companies as may be necessary to install the services.
- v) To give all necessary or usual notices under any statute affecting the demolition and clearance of the Premises and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Premises and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the Owners from and against all costs, charges, claims, actions, suits and proceedings.
- vi) To remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- vii) To remain responsible for any accident and/or mishap caused by any act of the Developer while undertaking development of the said Premises in accordance with the Plan which may be sanctioned by authorities concerned and has agreed to keep the Owners and each one of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.

FOR SKYGLAZE REALCON LLP

Authorised Signatory



ADDITIONAL REGISTRAR
OF ASSURANCES - KOLKATA
22 NOV 2023

For SKYGLAZE REALCON LLP

[Signature]
Authorised Signatory

- viii) To comply and/or procure compliance with all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
- ix) To comply or procure compliance with, all statutes and any enforceable codes of practice of the Zilla Parishad, Panchayat authorities or other authorities affecting the Property or the development.
- x) To take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Premises.
- xi) To incur all costs, charges and expenses for the purpose of constructing, erecting and completing the warehouses and other structures in accordance with the Plan to be sanctioned by the authorities concerned.
- xii) To make proper provision for security of the said Project Property during the course of development.
- xiii) To not to allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Premises or any part or portion thereof.
- xiv) To not expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction, erection and completion of the said project.
- xv) To remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the warehouses and other structures in accordance with the Plan which may be sanctioned and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed.


THE THIRD SCHEDULE ABOVE REFERRED TO

(TOTAL DEVELOPMENT COSTS)

For SKYGLAZE REALTY, LL

Authorized Signatory




ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
22 NOV 2023

FOR SKYGLAZE REALCON LLP


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The Developer shall be responsible for incurring :

- i) The proper costs of obtaining planning permissions in respect of the development (including fees of the architects surveyors or consultants relating thereto) together with planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature.
- ii) The proper costs of investigations, surveys, and tests in respect of soil, drains, structures and rights of light.
- iii) The proper costs to be incurred and/or payable to architects, surveyors, engineers, quantity surveyors or others engaged in respect of the development.
- iv) The proper costs and expenses payable to for marketing and/or selling the Development including any advertising, research and other marketing costs.
- v) All rates, water rates, or any other outgoings or impositions lawfully assessed in respect of the property or on the Owners or occupiers of it in respect of the Development and all costs of maintaining and repairing the Development in so far as in all such cases the responsibility therefore is not assumed by or recoverable from any third party.
- vi) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development.
- vii) All proper costs and interests and other finance costs payable by the Developer for undertaking development.

For SKYGLAZE REALCON LLP

Authorised Signatory


ADDITIONAL REGISTRAR
OF ASSURANCE, KOLKATA
22 NOV 2023

For SKYGLAZE REALCON LLP

Authorised Signatory

FOURTH SCHEDULE**(SPECIFICATIONS)****• Structure:**

RCC Foundation as per Geotechnical Engineer's recommendation

Walls & Finishing

- Internal - 5 $\frac{1}{3}$ " AAC Blocks/Brickwork wall with POP.
- External - 8" AAC Blocks/Brickwork walls plastered with high quality weather coat paint

Floors

- Entrance Lobby - Elegantly designed with tiles
- Floor Lobby - Ceramic tiles
- Flat interiors - Vitrified tiles
- Master Bedroom - Vitrified tiles

Toilets

- Floor - Ceramic tiles
- Wall - Ceramic tiles up to dado height
- Concealed hot and cold-water pipe system in shower and Basin
- White Sanitary ware of reputed brand
- Chrome plated Fittings of reputed brand

Kitchen

- Counter Table with Granite top and Stainless-steel sink
- Ceramic tiles up to 2 (two) feet above the counter

Door:

Good quality flushed door

Windows:

Sliding aluminum windows with white glass panel

Elevator:

For SKYGLAZE REALCON LLP

Authorised Signatory



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ADDITIONAL REGISTRAR
OF ASSURANCES-I KOLKATA
22 NOV 2023

For SKYGLASS REFINCON LLP

[Handwritten Signature]
Authorised Signatory

Adequate elevators by reputed makers.

Electrical Installations

- Concealed copper wiring with Modular switches
- Adequate light and power points
- Standard main Distribution Box (DB)
- TV / Telephone points
- AC point in all bedrooms



ADDITIONAL REGISTRAR
OF ASSURANCES - I, KOLKATA
22/01/2023

For SKYGLAZE REALCON LLP

Authorized Signatory

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

SIGNED AND DELIVERED BY THE OWNERS & DEVELOPER at Kolkata in the presence of :

WITNESSES

Akash Singh
2B, Hansh Chatterjee Street
Kolkata - 700 025

Debnali Sengupta
11/1, Landmark Tower
Kolkata - 700 025



SIGNATURE OF OWNERS



SIGNATURE OF DEVELOPER

Drafted by me on the basis of information furnished by the Parties herein.



Surjy Kumar Jain,
Advocate
High Court, Calcutta
Enrollment No. WS-444/2005

For SKYGLAZE REALCON LLP


Authorized Signatory



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
27/10/2023

For SRY/CL/...

Authorized Signatory

DATE: 22ND DAY OF NOVEMBER 2023

JOINT DEVELOPMENT AGREEMENT

BETWEEN

MR. PRAKASH TEKRIWAL &
MR. WRISHAB TEKRIWAL
-----CO-OWNERS

&

M/S. SKYGLAZE REALCON LLP
-----PROMOTER/DEVELOPER

RESIDENTIAL PROJECT AT:

MOUZA - FLACHI

P.S - SONARPUR

UNDER : RAJPUR SONARPUR MUNICIPALITY

of SKYGLAZE REALCON LLP

Authorised Signatory

For SKYCLAZE REALTOR LLC


Authorized Signatory

SPECIMEN FORM FOR TEN FINGERPRINTS



PHOTO

Wushong

Left Hand	Thumb	Index Finger	Middle Finger	Ring Finger	Pinky
Right Hand	Thumb	Index Finger	Middle Finger	Ring Finger	Pinky
Left Hand	Thumb	Index Finger	Middle Finger	Ring Finger	Pinky
Right Hand	Thumb	Index Finger	Middle Finger	Ring Finger	Pinky
Left Hand	Thumb	Index Finger	Middle Finger	Ring Finger	Pinky
Right Hand	Thumb	Index Finger	Middle Finger	Ring Finger	Pinky
Left Hand	Thumb	Index Finger	Middle Finger	Ring Finger	Pinky
Right Hand	Thumb	Index Finger	Middle Finger	Ring Finger	Pinky

FOR SKYGLAZE REALCON LLP

Authorized Signatory



ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
22 OCT 2023

For SKYGLAZE REALCON LLP

Authorised Signatory



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



GRN Details

GRN:	192023240290222768	Payment Mode:	SBI Epay
GRN Date:	21/11/2023 17:51:16	Bank/Gateway:	SBIePay Payment Gateway
BRN:	1816295451432	BRN Date:	21/11/2023 17:52:13
Gateway Ref ID:	202332565334442	Method:	State Bank of India New PG CC
GRIPS Payment ID:	211120232029022275	Payment Init. Date:	21/11/2023 17:51:16
Payment Status:	Successful	Payment Ref. No:	2002838124/1/2023 <small>(Query - see Query Tool)</small>

Depositor Details

Depositor's Name: Mr SANJAY KUMAR JAIN
 Address: EDEN GROUP, 17/1, LANSDOWNE TERRACE, KOLKATA - 700026
 Mobile: 9051222000
 Period From (dd/mm/yyyy): 21/11/2023
 Period To (dd/mm/yyyy): 21/11/2023
 Payment Ref ID: 2002838124/1/2023
 Dept Ref ID/DRN: 2002838124/1/2023

Payment Details

Sl No	Payment Ref No	Head of A.C. Description	Head of A.C.	Amount (₹)
1	2002838124/1/2023	Property Registration- Stamp Duty	0030-03-103-003-02	75029
2	2002838124/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	11
Total				75041

IN WORDS: SEVENTY FIVE THOUSAND FORTY ONE ONLY.

SKYGLAZE REALCON LLP

Authorised Signatory



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



011120232029022275

GRIPS Payment Detail

GRIPS Payment ID:	211120232029022275	Payment Init. Date:	21/11/2023 17:51:16
Total Amount:	75041	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI EPay
BRN:	1816295451432	BRN Date:	21/11/2023 17:52:13
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr SANJAY KUMAR JAIN
Mobile: 9051222000

Payment (GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240290222768	Directorate of Registration & Stamp Revenue	75041
Total			75041

IN WORDS: SEVENTY FIVE THOUSAND FORTY ONE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-ch. an from the pages below.



For SKYGLAZE REALCON LLP

Authorised Signatory



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
27 NOV 2023

OF SKYGLAZE REALCON LLP

 Authorised Signatory



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



221120231029100444

GRIPS Payment Detail

GRIPS Payment ID:	221120231029100444	Payment Init. Date:	22/11/2023 11:27:14
Total Amount:	10001	No of GRN:	1
Bank Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	9723792806218	BRN Date:	22/11/2023 11:28:17
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr Sanjay Jain
Mobile: 9051222000

Payment (GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	9723792806218	Directorate of Registration & Stamp Revenue	10001
Total			10001

IN WORDS: TEN THOUSAND ONE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.

Authorised Signatory

ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
22/01/2023

For SKYGLAZE REALCON LLP

Authorized Signatory



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



192023240291004458

GRN Details

GRN:	192023240291004458	Payment Mode:	SBI Epay
GRN Date:	22/11/2023 11:27:14	Bank/Gateway:	SBIePay Payment Gateway
BRN:	9723792806218	BRN Date:	22/11/2023 11:28:17
Gateway Ref ID:	332694169833	Method:	State Bank of India UPI
GRIPS Payment ID:	221120232029100444	Payment Init. Date:	22/11/2023 11:27:14
Payment Status:	Successful	Payment Ref. No:	2002838124/6/2023

(Please do not Carry Cash)

Depositor Details

Depositor's Name:	Mr Sanjay Jain
Address:	17, L. Lansdowne Terrace, Kolkata - 700026
Mobile:	9051222000
Period From (dd/mm/yyyy):	22/11/2023
Period To (dd/mm/yyyy):	22/11/2023
Payment Ref ID:	2002838124/6/2023
Dept Ref ID/DRN:	2002838124/6/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002838124/6/2023	Property Registration- Stamp duty	0030-03-103-001-02	
2	2002838124/6/2023	Property Registration- Registration Fees	0030-03-104-001-16	10000
Total				10001

IN WORDS: TEN THOUSAND ONE ONLY.

For SKYGLAZE REALTY LLP

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Authorised Signatory



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
22 NOV 2023

For SKYGLAZE REALCON LLP



Authorised Signatory

Major Information of the Deed

Deed No.:	1-1901-09646/2023	Date of Registration:	22/11/2023
Query No./Year:	1901-2002838124/2023	Office where deed is registered:	
Query Date:	20/11/2023 4:42:38 PM	AJRA - TKOENATA, District: Kolkata	
Applicant Name, Address & Other Details:	SANJAY KUMAR JAIN HIGH COURT, CALCUTTA Thana: Hind Street, District: Kolkata, WEST BENGAL, PIN: 700 001, Mobile No: 9091444035 Status: Advocate		
Transaction:	Additional Transaction:		
(B110) Sale, Development Agreement or Construction agreement:	(4106) Other than Immovable Property Agreements (No. of Agreement: 2), (4311) Other than Immovable Property Receipt (Rs. 10,00,000/-)		
Set Forth Value:	Market Value		
Rs. 1,00,004/-	Rs. 3,66,63,875/-		
Stamp Duty Paid (SD):	Registration Fee Paid:		
Rs. 78,127/- (Article 46G):	Rs. 10,105/- (Article E, E, D)		
Remarks:	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assessment slip/Litiation area)		

Land Details:

District: South 24 Parganas, P.O.: Sonarpur, Municipality: RAIPUR SONARPUR, Road: RAMCHANDRA DEY STREET, Malda, Each, Ward No: 029, J. No: 78, Pin Code: 700151

Sch. No.	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
1.1	LR-1700 (RS -)	LR-1-53	Bastu	Bastu	15 Katha	1,00,000/-	1,05,19,092/-	Width of Approach Road: 50 Ft.
1.2	LR-1708 (RS -)	LR-1263	Bastu	Bastu	7 Katha 4 Chatak 12 Sq Ft	1/-	70,82,140/-	Width of Approach Road: 50 Ft.
1.3	LR-1703 (RS -)	LR-159	Bastu	Bastu	4 Katha 14 Chatak	1/-	47,51,609/-	Width of Approach Road: 50 Ft.
1.4	LR-1628 (RS -)	LR-1129	Bastu	Bastu	5 Katha 4 Chatak 10 Sq Ft	1/-	43,51,050/-	Width of Approach Road: 50 Ft. Bardabri
1.5	LR-1625 (RS -)	LR-1129	Bastu	Bastu	2 Katha	1/-	19,46,375/-	Width of Approach Road: 50 Ft.
TOTAL					63.3692Dec	1,00,004/-	3,66,63,875/-	
Grand Total:					63.3692Dec	1,00,004/-	3,66,63,875/-	

Land Lord Details

Sl. No.	Name, Address, Photo, Finger print and Signature			
	Name	Photo	Finger Print	Signature
	Mr Prakash Tekriwal Son of Mr. Atmalam Address: Executive Via, Self, Gate of Execution: 22/11/2023 Admitted by: Self, Date of Admission: 22/11/2023, Place: Office		 Captured	
	(Address: House, Shukla Colony, Jhansi, City: Not Specified, P.O.: GPO, P.S.: DORANDA, District: Raebareilly, Jharkhand, India, PIN - 834002 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.: xxxxxxxx4q, Aashhar No. 5xxxxxxx179, Status: Individual, Executed by: Self, Date of Execution: 22/11/2023, Admitted by: Self, Date of Admission: 22/11/2023, Place: Office)			
	Mr Vinshab Tekriwal Son of Mr. Prakash TEKRIWAL Admitted by: Self, Date of Execution: 22/11/2023 Admitted by: Self, Date of Admission: 22/11/2023, Place: Office		 Captured	
	(Address: House, Shukla Colony, Jhansi, City: Not Specified, P.O.: GPO, P.S.: DORANDA, District: Raebareilly, Jharkhand, India, PIN - 834002 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.: xxxxxxxx5R, Aashhar No: 9xxxxxxx4233, Status: Individual, Executed by: Self, Date of Execution: 22/11/2023, Admitted by: Self, Date of Admission: 22/11/2023, Place: Office)			

Developer Details

Sl. No.	Name, Address, Photo, Finger print and Signature
	SKYGLAZE REALCON LLP 1st, SANKU BOSE ROAD, KOLKATA, City: Not Specified, P.O.: KALIGHAT, P.S.: LAXI, District: South 24 Parganas, West Bengal, India, PIN - 700025, PAN No.: AxxxxxxP, Aashhar No Not Provided by IIDA, Status Occupation: Executed by: Representative

OF SKYGLAZE REALCON LLP

Authorised Signatory

Representative Details :

Sl No.	Name Address Photo Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr SHEKHAR MENTA (Present) Son of Mr SUMER CHAND MENTA Date of Execution: 22/11/2023, Admitted by: Self, Date of Admission: 22/11/2023, Place of Admission of Execution: Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td>22/11/2023</td> <td>22/11/2023</td> <td>22/11/2023</td> <td></td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr SHEKHAR MENTA (Present) Son of Mr SUMER CHAND MENTA Date of Execution: 22/11/2023, Admitted by: Self, Date of Admission: 22/11/2023, Place of Admission of Execution: Office				22/11/2023	22/11/2023	22/11/2023	
Name	Photo	Finger Print	Signature										
Mr SHEKHAR MENTA (Present) Son of Mr SUMER CHAND MENTA Date of Execution: 22/11/2023, Admitted by: Self, Date of Admission: 22/11/2023, Place of Admission of Execution: Office													
22/11/2023	22/11/2023	22/11/2023											
12, SURY PARK, KOLKATA, City: Not Specified, P.O. BALLYGUNGE, P.S. Gariahat, District: South 24 Parganas, West Ben., India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India. PAN No.: AFXXXXXSR, Aadhaar No. 83XXXXXXK009 Status: Representative. Representative of SKYGLAZE REALCON LLP (as AUTHORISED SIGNATORY)													

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SANJAY KUMAR JAIN Son of: Mr. D. JAIN HIGH COURT, CALCUTTA, City: Kolkata, P.O. GPO, P.S. Hare Street, District: Kolkata, West Bengal, India, PIN - 700001			
	22/11/2023	22/11/2023	22/11/2023

Identifier Of Mr Prakash Tewari, Mr Vishal Tewari, Mr SHEKHAR MENTA

For SKYGLAZE REALCON LLP
 Authorised Signatory

Endorsement For Deed Number : F - 190109848 / 2023

On 22-11-2023

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

Admissible under rule 27 of West Bengal Registration (Rule, 1962 duly stamped under schedule 'A', Article number - 45 of Indian Stamp Act 1972

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

Presented for registration at 11:50 hrs. on 22-11-2023, at the Office of the A.R.A. - I KOLKATA by Mr. SHEKHAR MEHTA

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. 106,53,875

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

Execution is admitted on 22/11/2023 by 1. Mr. Prakash Tekriwal, Son of Mr. Amaram Agarwal, Tarade, House, Shukla Colony Block, P.O. GPO, Thana DURGANDA, Ranchi, JHARKHAND, India, PIN - 831002, by caste Hindu, by Profession Business, 2. Mr. Vishal Tekriwal, Son of Mr. Prakash TEKRIWAL, Tarade, House, Shukla Colony/1000, P.O. GPO, Thana DURGANDA, Ranchi, JHARKHAND, India, PIN - 834002, by caste Hindu, by Profession Business Inherited by Mr. SANJAY KUMAR JAIN, Son of Late D. JAIN, HIGH COURT, CALCUTTA, P.O. GPO, Thana Hare Street, City/Town KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 22-11-2023 by Mr. SHEKHAR MEHTA, AUTHORISED SIGNATORY, SKYGLAZE REALCON LLP (LLP), 145, SARAT BOSE ROAD, KOLKATA, City - Not Specified, P.O. - KALIGHAT, P.S. - Lake, District - South 24 Parganas, West Bengal, India, PIN - 700026

Identified by Mr. SANJAY KUMAR JAIN, Son of Late D. JAIN, HIGH COURT, CALCUTTA, P.O. GPO, Thana Hare Street, City/Town KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs. 10,105.00/- (B) + Rs. 10,000.00/- (E) + Rs. 21.00/- (L) + Rs. 55.00/- (M1) + Rs. 25.00/- (M2) + Rs. 4.00/- (N) and Registration Fees paid by Cash Rs. 54,000/-, by online = Rs. 10,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 21/11/2023 5:52PM with Govt. Ref. No. 192023240290222768 on 21-11-2023, Amount Rs. 21A, Bank: SBI EPay (SBIPay), Ref. No. 1816295451432 on 21-11-2023, Head of Account 0030-03-104-001-16
Online on 22/11/2023 11:28AM with Govt. Ref. No. 192023240291004458 on 22-11-2023, Amount Rs. 10,000/-, Bank: SBI EPay (SBIPay), Ref. No. 9723792806218 on 22-11-2023, Head of Account 0030-03-104-001-16


Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs. 100,000/-, by online = Rs. 75,021/-

Description of Stamp

Stamp Type: Impressed, Serial No. 5564, Amount: Rs. 100,000/-, Date of Purchase: 13/09/2023, Vendor Name: Subhanur Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 21/11/2023 5:52PM with Govt. Ref. No. 192023240290222768 on 21-11-2023, Amount Rs. 75,020/-, Bank: SBI EPay (SBIPay), Ref. No. 1816295451432 on 21-11-2023, Head of Account 0030-02-103-003-02
Online on 22/11/2023 11:28AM with Govt. Ref. No. 192023240291004458 on 22-11-2023, Amount Rs. 1A, Bank: SBI EPay (SBIPay), Ref. No. 9723792806218 on 22-11-2023, Head of Account 0030-02-103-003-02


Pradipta Kishore Guha
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 50 and Rule 69,
Registered in Book - I
Volume number 1901-2023, Page from 417916 to 417959
being No 190109646 for the year 2023.



Digitally signed by PRADEPTA KISHORE GUHA
Date: 2023.12.11 12:59:10 +05:30
Reason: Digital Signing of Good

(Pradipta Kishore Guha) 11/12/2023
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal

For SKYGLAZE REALCON LLP

Authorised Signatory

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2023, Page from 126696 to 126717

being No 160204109 for the year 2023.



Digitally signed by Suman Basu
Date: 2023.03.24 12:40:37 -07:00
Reason: Digital Signing of Deed.

For SKYGLAZE REALCON LLP

(Suman Basu) 2023/03/24 12:40:37 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -II SOUTH 24-PARGANAS
West Bengal.

Authorised Signatory

(This document is digitally signed.)