
DATED THIS 12th DAY OF FEBRUARY, 2024

BETWEEN

MR. KALIDAS KIRADOO & ORS.OWNERS

AND

SKYHILL PROJECTS PRIVATE LIMITED DEVELOPER

DEVELOPMENT AGREEMENT

NISHANT KR. SARAF ADVOCATES

8, Old Post Office Street

2nd Floor, Kolkata - 700001

(033) 2262 3384

Email: nishantsaraf1976@gmail.com

DATED THIS 12th DAY OF FEBRUARY, 2024

BETWEEN

MR. KALIDAS KIRADOO & ORS.OWNERS

AND

SKYHILL PROJECTS PRIVATE LIMITED DEVELOPER

DEVELOPMENT AGREEMENT

NISHANT KR. SARAF ADVOCATES

8, Old Post Office Street
2nd Floor, Kolkata - 700001

(033) 2262 3384

Email: nishantsaraf1976@gmail.com

01/25/2024

I - 1226/24

भारतीय गैर न्यायिक

दस
रुपयेTEN
RUPEES

रु.10

Rs.10



INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

94AB 469948

certified that the Document is admitted to
Registration The Signature Sheet and the
Dorsement sheets attached to this document
in the part of this Document

A.R.A.
IIIAdditional Registrar of
Assurances III Kolkata

22 FEB 2024

Additional Registrar
of Assurances III KolkataDEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made on this 12th day
of FEBRUARY, Two Thousand and Twenty Four (2024)

BETWEEN

(1) MR. KALIDAS KIRADU alias KALIDAS KIRADOO (PAN ASNPK4642B) (Aadhaar No. 4464 6232 3210), son of Late Shiv Narayan Kiradoo, (2) MR. UMESH KIRADU (PAN ASNPK4641C) (Aadhaar No. 6447 1435 4623), son of Mr. Kalidas Kiradu alias Mr. Kalidas Kiradoo, both residing at 1, Goenka Lane (Dhakka Patty) Opposite Shyam sree Market, P.O. Kalakar Street, P.S. Posta, Barabazar, Kolkata 700007, AND (3) ANANT KUMAR KIRADOO (PAN ASNPK4640D) (Aadhaar No. 8748 1094 0495), son of Mr. Kalidas Kiradoo, all by occupation Business, by faith Hindu, by Nationality Indian, residing at 1, Shiv Tolla Street (Dhakka Patty) Opposite Shyam Sree Market, P.O. Kalakar Street, P.S. Posta, Barabazar, Kolkata 700007, hereinafter collectively referred to as "THE OWNERS", (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and permitted assigns), of the ONE PART;

SKYHILL PROJECTS PVT. LTD.

Authorised Signatory/Director

कालीदास किराडू
Umesh Kiradoo
AK Kiradoo

NAME _____
ADD. _____
Rs. _____
- 8 FEB 2024
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1

Shanti K. Sarat. Address
8, Old Post Office Street,
2nd Floor Kolkata-700 001

8 FEB 2024
8 FEB 2024



Additional Registrar of
Assurances III Kolkata
22 FEB 2024

Stamp Vendor
(Gst) 569

AND

SKYHILL PROJECTS PRIVATE LIMITED (having CIN U70109WB2022PTC255556) and (PAN ABICS95558F) a company within the meaning of the Companies Act, 2013 having its registered office at 35/1 Bangur Avenue, Block-D, 35/1 Bangur Avenue, Block D, Police Station Laketown, Post Office Bangur, Kolkata - 700055, represented by its Directors **Mr. Dipak Kumar Bajaj**, (having PAN: ADXPB4655J and AADHAR 7914 7920 1890) son of Late Ramprasad Bajaj working for gain at 35/1 Bangur Avenue, Block -D, Police Station: Lake Town, Post Office Bangur, Kolkata- 700055, hereinafter referred to as "THE DEVELOPER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **OTHER PART**.

The Owners and the Developer are collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS:

A. The Owners are jointly seized and possessed of or otherwise well and sufficiently entitled to **All That** the piece and parcel of land measuring an area 03 (three) Cottahs 15 (fifteen) Chittacks 32 (thirty two) Sq. ft. be the same little more or less together with building standing there at lying and situated at Plot No. 63, Bangur Avenue, Block "D", Kolkata 700 055, being municipal Holding No. 1206, now 1206/A, within Ward No. 29 of South Dum Dum Municipality, comprised in part of C.S Dag No. 1307/1327, under C.S. Khatian No. 88, R.S. No. 180, Touzi No. 228 & 229, J.L. No. 17 of Mouza - Krishnapore (at present Mouza Shyamnagar, J.L. No. 32/20), Addl. District Sub Registrar office Bidhannagar Salt Lake City, Police Station Lake Town, in the District of North 24- Parganas, morefully and particularly described in the **FIRST SCHEDULE** hereunder written and shown in the map or plan annexed hereto and bordered with **Red** (hereinafter referred to as the **Said Land**). The description of the title of the owners herein morefully described in the **EIGHT SCHEDULE** hereinafter written.

B. The Owners herein have also decided to develop **Said Land** as described in the First Schedule and integrate the same with the object of a common development of the **Said Land**.

C. To ensure an integrated development the Owners herein have also approached the Developer for undertaking development of **Said Land** as described in the **First Schedule** and the Developer has agreed to develop **Said Land** on the terms and condition stated herein after;

NOW THIS AGREEMENT WITNESSETH and is hereby agreed by and between the Parties hereto as follows:

Dm

THE LIT. TRAIL



22 FEB 2024

ARTICLE 1 – DEFINITIONS

Unless in this Agreement there is something in the subject or context inconsistent therewith,

1.1 ADVOCATES – shall mean Nishant Kr. Saraf Advocate of 8, Old Post Office Street, 2nd Floor, Kolkata- 700001.

1.2 ARCHITECT – shall mean such person or persons who may be appointed by the Developer as the Architect for the Complex (defined below).

1.3 ASSOCIATION – shall mean any company incorporated under the Companies Act, 2013 or any Association or any Syndicate or a Committee or registered Society as may be formed by Developer for the Common Purposes (defined below) having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

1.4 BUILDING - shall mean the buildings to be constructed as per the Building Plan on the **Said Land** and shall include the parking and other spaces intended or means for the enjoyment of the building.

1.5 BUILDING PLAN - shall mean the plans for construction of the building to be submitted to the South Dum Dum Municipality for sanction and shall include any amendments thereto or modifications thereof made or caused by the Developer.

1.6 CAR PARKING SPACE – shall mean all the spaces in the portions at the basement or ground floor level, whether open or covered, of the Complex expressed or intended to be reserved for parking of motor cars/scooters.

1.7 COMMON AREAS, FACILITIES AND AMENITIES – shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, Effluent Treatment Plant, Fire Fighting systems, rain water harvesting areas and other facilities in the Complex, which may be decided by the Developer in its absolute discretion and provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Complex as are included in the **SECOND SCHEDULE** hereunder written.

1.8 COMMON EXPENSES – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the **THIRD SCHEDULE** hereunder written to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account

Dev

100-100-100



Additional Registrar of
Companies III Kolkata
22 FEB 2024

of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-Charge.

1.9 COMMON PURPOSES – shall mean and include the purpose of managing, maintaining and up keeping the Complex as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

1.10 COMPLEX/PROJECT – shall mean collectively the building or buildings with open areas to be constructed, erected and completed by the Developer in accordance with the Building Plan.

1.11 DATE OF COMMENCEMENT OF LIABILITY – shall mean the date on which Owners/transferees of the units take actual physical possession of their allocation after fulfilling all their liabilities and obligations in terms hereof or the date next after expiry of the period contained in the Completion Notice for taking over possession irrespective of whether Owners/transferees of the units take actual physical possession or not, whichever is earlier.

1.12 DEPOSITS/EXTRA CHARGES/TAXES – shall mean the amounts specified in the **FOURTH SCHEDULE** hereunder to be deposited/paid by Owners/transferees of the units or their respective transferees as the case may be to the Developer.

1.13 "DEVELOPMENT RIGHTS" shall refer to the right, power, entitlement, authority, sanction and permission to:

- (i) enter upon and take possession of the said Land for the purpose of development and construction of the Complex and to remain in such possession until the completion of the Project;
- (ii) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development and construction of the Project;
- (iii) to carry out all the infrastructure and related work/ constructions for the Project, (excluding leveling of the Land), water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations and all other common areas and facilities for the total built up area to be constructed on the Land as per the Building Plan;
- (iv) to launch the Project for booking, advances and/or sale of the Unit(s) (together with the undivided interests in the **Said Land**) and to exercise full, exclusive

Don

7



and irrevocable marketing, sale rights in respect of the super built up area on the **Said Land** forming the Project by way of sale, lease, license or any other manner of transfer or creation of third-party rights therein, and enter into agreements with such transferees, and on such marketing, leasing, licensing or sale, to receive proceeds as per the terms herein and give receipts and hand over ownership, possession, use or occupation of such super built up area on the **Said Land**;

- (v) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, leasing, licensing or sale of the super built up area comprised in the Project and to be constructed on the said Land as envisaged herein and appear before the jurisdictional Sub Registrar/Registrar towards registration of the documents and to admit execution and present such document for registration;
- (vi) manage the said Land and the built up areas and facilities/ common areas comprised in the project and constructed upon the said Land and/ or to transfer/ assign such right of maintenance to any third party and to retain all benefits, consideration etc. accruing from such maintenance of the Project;
- (vii) apply for and obtain any approvals in its name or in the name of the Owners, including any temporary connections of water, electricity, drainage and sewerage in the name of the Owners for the purpose of development and construction of the Project or for any other exploitation of the Development Rights in the Project; and
- (viii) generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights, as more elaborately stated in this Agreement;

1.15 DEVELOPER'S ALLOCATION - Shall mean the 50 % area of the Ground Floor and entire Third, Fourth & Fifth Floor, of the proposed G+7 storied buildings to be constructed on the said land & undivided share of Said land more fully and particularly described in **Part I** of the **FIFTH SCHEDULE** hereunder written.

1.16 OWNER'S ALLOCATION- Shall mean the 50 % area of the Ground Floor and entire Second, Sixth & Seventh Floor, of the proposed G+7 storied buildings to be constructed on the said land & undivided share of Said land, more fully and particularly described in **Part II** of the **FIFTH SCHEDULE** hereunder written.

1.17 JOINT ALLOCATION- shall mean Owners and Developer jointly entitled to the First Floor of the proposed G+7 storied buildings to be constructed on the said land & undivided share of Said land, more fully and particularly described in **Part III** of the **FIFTH SCHEDULE** hereunder written.

Dgn



Additional Registrar of
Assurances (R) Kolkata
22 FEB 2024

1.18 **MARKETING** - shall mean marketing, advertisement and promotion of the Project to be undertaken by the Developer.

1.19 **OWNER & DEVELOPER** - shall include their respective transferees.

1.20 **MAINTENANCE-IN-CHARGE** - shall mean and include such agency or any outside agency to be appointed by the Developer under this Agreement for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

1.21 **PROPORTIONATE OR PROPORTIONATELY** - according to the context shall mean the proportion in which the built up area of any Unit or Units may bear to the built-up area of all the Units in the Complex provided that where it refers to the share of the Owners in the Complex, and where it refers to the share of the Developer in the Complex.

1.22 **SALEABLE SPACE** - shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.

1.23 **SAID SHARE** - shall mean the undivided proportionate indivisible part or share in the said land attributable to either Party's allocation as in the context would become applicable.

1.24 **SIGNAGE SPACE** - shall include all signage and display spaces outside all Units/ spaces in the common areas of the commercial area, if any, and in the Complex and the exterior of the Buildings including the roofs, car parking area and the open areas of the Buildings as also the boundary walls surrounding the Complex as deemed fit by the Developer.

1.25 **SPECIFICATION** - shall mean the specification for the said Complex as mentioned in the **SIXTH SCHEDULE** hereunder written subject to minor alterations or modifications.

1.26 **TITLE DEEDS** - shall mean the documents of title of the Owners in respect of the said Land mentioned in the **SEVENTH SCHEDULE** hereunder written.

1.27 **TRANSFER** - with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storied building to purchasers thereof although the same may not amount to a transfer in law.

1.28 **TRANSFeree** - according to the context shall mean all the prospective or actual transferees who would agree to acquire or take on rent or lease or shall have acquired or taken on rent or lease any Unit in the Complex and for all unsold Unit

FOR LEFT LABEL

6



and/or Units in the Owners' Allocation shall mean the Owners and for all unsold Unit and/or Units in the Developer's Allocation shall mean the Developer.

1.29 **MASCULINE GENDER** - shall include feminine gender and vice versa.

1.30 **SINGULAR NUMBER** - shall include plural number and vice versa.

1.31 **"FORCE MAJEURE EVENTS"** shall mean flood, earthquake, riot, war, storm, tempest civil commotion, strike, lock out, pandemic, epidemic, prohibitory order and/or directions issued by the Court of competent jurisdiction, Municipal authority, Central or State Government or any other Local Body or Authority otherwise than due to default and/or negligence and/or violation of any law, rules and regulations by any of the Parties and/or its agents or sub-contractors, or employees or labourers and any act or commission beyond the control of the Party so prevented.

1.32 **"MARKETING COMMITTEE"** shall mean the committee to be formed by the Developer in accordance with this Agreement. It will consist of members from Developer Group.

ARTICLE II – INTERPRETATION

In this agreement save and except as otherwise expressly provided:—

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it



22 FEB 2024

for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.

- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

ARTICLE III - TITLE INDEMNITIES AND REPRESENTATIONS

The Owners doth hereby declare and covenant with the Developer as follows:

- 3.1 That the Owners as the absolute owners and are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All That the said LAND more fully described in the First Schedule.
- 3.2 That the said LAND is free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments and trusts of any nature whatsoever or howsoever nature.
- 3.3 That excepting the Owners, no one else have any right, title, interest, claim or demand whatsoever or howsoever over and in respect of the said LAND or any portion thereof.
- 3.4 That there is no attachment under the Income Tax Act or under any of the provisions of the Public Debt Recovery Act in respect of the said Land or any part thereof nor any proceedings in respect thereof is pending nor any notice in respect of any such proceedings have been received or served on the Owners to the knowledge of the Owners and further the said Land is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners
- 3.5 The Owners have the absolute right and authority to enter into this Agreement with the Developer in respect of their respective shares in the said Land agreed to be developed and none of them are suffering from any legal incapacity and is not subject to any insolvency proceedings.
- 3.6 No part and portion of the said Land is affected by the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 and none of the Owners hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976 and the Owners shall apply for and obtain necessary no objection certificate from the competent authority under the Urban Land (Ceiling & Regulations Act), 1976 at their own cost and expenses evidencing there being no excess vacant land within the meaning of the said Act in the entire Project.

DS



- 3.7 It is agreed and undertaken by the Developer that within 60 days from the Effective Date (defined below) they shall, at their own costs and expenses but with the assistance of the Owners, apply for conversion of the character and/or use of the Land to residential use under the West Bengal Land Reforms Act, 1955 and obtain such conversion and permission from such authority. If any Pond/Doba existing either physically or in a records then owners shall be responsible for obtaining permissions from the appropriate authorities for filling up the Tank/Doba if any situated on the said land.
- 3.8 The Owners shall be responsible for any litigation related to the title of the Owners to the said Land and shall bear all costs associated in that respect and shall, jointly and severally, be liable to the Developer to keep the Developer indemnified and harmless against any losses, claims, damages etc. the Developer may suffer in this regard.
- 3.9 The Owners shall not do not permit any one to do any act deed matter or thing which may affect the development, construction and marketability of the Complex or which may cause charge, encroachments, litigations, trusts, liens, dispendens, attachments and liabilities on the said Land/ or the Project nor shall the Owners do any act which may limit the Developer's sole and exclusive right to develop the said Land.
- 3.10 The Owners shall obtain and co-operate with the Developer in obtaining all certificates and /or other documents which may be required for the purpose of completing the registration of sale deeds or other deeds and /or for transferring the title for undivided share of the said Land attributable to the Developer's Allocation to itself and/or its nominees.
- 3.11 Simultaneously with the execution of this Agreement, the Owners shall execute an irrevocable Power of Attorney in favour of the Developer or its Nominee(s), as may be desired by the Developer, granting such powers as may facilitate the development of the Project. The Owners hereby agree that the said Power of Attorney shall not be, under any circumstances, revoked by them as long as this Agreement subsists and remain binding upon the Parties.
- 3.12 The Owners shall render all assistance, co-operation and sign and execute or cause to be signed and executed all applications, plans, authorities and other writings as may be necessary or required for development of the Project.
- 3.13 They shall not in any way obstruct the development work to be carried out and shall not do any act, matter or thing whereby the Developer will be prevented from carrying out the Development work envisaged under this Agreement.
- 3.14 If the Development be not completed due to any willful default on the part of the Owners, the Developer shall be entitled to specific performance of this Agreement.



2

The Developer doth hereby declare and covenant with the Owners as follows:

- 3.15 The Developer has represented and warranted to the Owners that the Developer is carrying on business of construction and development of real estate and have sufficient infrastructure and expertise in this field.
- 3.16 The Developer hereby undertakes to indemnify and keep indemnified the Owners from and against any and all actions, charges, liens, claims, encumbrances and mortgages or any third party possessory rights in the said Land arising out of or due to the negligence or non-compliance of any law, bye-law, rules and regulations of the concerned authorities as the case may be and shall attend to answer and be responsible for any deviation, omission, violation and/or breach of any of the said laws, bye-laws, rules and regulations or any accident in or relative to the construction of the building. All costs and charges in this regard shall be paid by the Developer.
- 3.17 All sanctions, constructions, completion and delivery of the new building complex/project shall be done by the Developer upon due compliance of all laws and with good workmanship and good quality materials and at the sole risk of the Developer.

ARTICLE IV – COMMENCEMENT

This Agreement shall commence or shall be deemed to have commenced on and with effect from the date of execution of this Agreement ("Effective Date").

ARTICLE -V – GRANT OF DEVELOPMENT RIGHTS

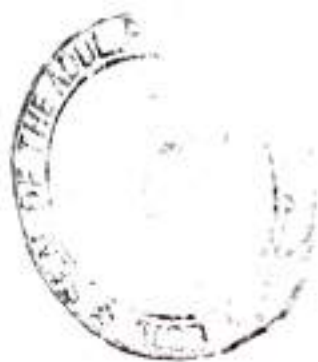
- 5.1 Subject to the terms and conditions contained in this Agreement, on and from the Effective Date, the Owners irrevocably and exclusively grant to the Developer and the Developer hereby acquires from the Owner, all the Development Rights in respect of the Said Land. The Parties agree that hereafter Project shall be implemented/ constructed/ developed by the Developer as per the terms contained in this Agreement. The Owners hereby agree not to disturb, interrupt or interfere with or commit any act or omission which would in any manner result in any detriment to the Development Rights of the Developer or delay or stoppage of the Project.
- 5.2 The Developer shall, at its costs and expenses, carry out the development and construction of the Project. Further the Developer shall, at its costs and expenses, obtain all requisite approvals for development and construction of the Project except approvals under the West Bengal Land Reforms Act, 1955 and the Urban Land (Ceiling and Regulation) Act, 1976.
- 5.3 The Developer shall prepare all applications, plans, undertakings, lay out plans, details, descriptions etc. that may be required for development and construction of the Project or for submission with any Government Authority for



6

obtainment of any approval and all detailing, master planning, zoning, lay out, building plan and all other details and specification for development and construction of the Project shall be prepared and finalized by the Developer.

- 5.4. The Owners further agree that on and from the Effective Date the Developer shall have the right to enter upon the said Land directly or through its affiliates, associates, nominees, agents, architects, consultants, representatives, contractors, and/ or assigns, to do all such acts and deeds required and/ or necessary for, exercising the Development Rights and for the implementation and development of the Project.
- 5.5. The Developer shall be entitled to structure the method of development of the said Land at its sole discretion.
- 5.6. The Developer shall at its own cost, submit the building plan or plans in the name of the Owners and Developer before the South Dum Dum Municipality and/or other Appropriate Government Authorities for sanction, permission, clearance or approval of the plans as may or shall be required for the construction of the building on the said Land. The Developer shall cause all such changes in the Building Plan as shall be required by the Government or any Authority aforesaid or to comply with any sanction, permission, clearance or approval as aforesaid and keep the Owners informed of all such developments.
- 5.7. Developer shall pay and bear all expenses for submission of plans, etc. and other like fees, charges and expenses required to be paid or deposited for sanction of the building plans for the building or otherwise to obtain sanction for the construction of a building thereon PROVIDED ALWAYS that the Developer shall be exclusively entitled to all refunds of any and all payments and/or deposits made by it.
- 5.8. Developer shall at its own costs and expenses be solely liable to do and comply with all acts deeds and things for obtaining all permissions and clearances (except permission envisaged in this Agreement to be obtained by the Owners) and no objection for construction and development of the Project including pollution, fire, Airport Authority, BSNL Authority, Promoter's Act etc. and Construction of the Building Complex Project and making the same fit for construction and habitation and marketing and warranty and defect liability for at least one year from the statutory completion certificates..
- 5.9. Developer shall appoint all engineers, staffs, contractors and Architects etc., at its own costs and risks without any obligations or liability upon the Owners in respect thereof.
- 5.10. Specifications for construction shall be as per the SIXTH SCHEDULE; provided that the same can be altered by the Developer in the interest of the Project in consultation with the Owners.



b

12

- 5.11 The Developer may construct the Building Complex and hand over possession of the Units in phases.
- 5.12 The Developer will be entitled to seek financing for the Project (Project Finance) from any Bank/Financial Institution (Banker). Such Project Finance can be secured on the strength of Developer's Allocation in the said Land and all construction work-in-progress/receivables to the extent pertaining to the Developer's Allocation. For this purpose, the Owners shall execute necessary documents, including a General Power of Attorney in favour of the Developer, and the Owners, if necessary, shall join as consenting parties (if required by the funding institution) to create a charge in favour of Bankers for availing such Project Finance. In this regard, the Developer shall indemnify the Owners against any claim arising out of such borrowings. In any event no charge shall be created on the Owners' Allocation.

ARTICLE VI - TITLE DEEDS

6.1 At the time of execution of this Agreement, the Owners shall hand over all the original title deeds in respect of the said Land by keeping it deposited with the Developer till completion of Project. Inspections and productions shall be made available as per requirement of the Developer. Upon formation of Association/Society/Company of transferees and sale of all areas in the Complex, the title deeds shall be handed over to the Association/Society/Company against covenant of production.

6.2 The Owners shall make out the marketable title in respect of the said land free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever.

6.3 The Owners shall, sign and execute all papers, documents, plans, declarations, affidavits and other documentations required for such sanction and construction as and when required by the Developer without any objection of whatsoever nature within 7 days of the request being made and the documents being made available to the Owners. In addition to the aforesaid, the Owners shall sign, execute and register a General Power of Attorney authorizing the Developer or its officers to act, do and perform all or any of the obligations of the Owners mentioned herein.

6.4 The deed or deeds of conveyance relating to the part of the said Land forming the Developer's Allocation shall be executed in favour of the Developer or its nominee(s) in such part or parts as the Developer shall require. The cost involved in doing so shall be borne by the Developer or its nominee(s). Similarly if required the Developer shall transfer the constructed spaces forming part of the Owners Allocation in favour of the Owners or their nominees by way of transfer of possession or by being transferor in the Deed of conveyances at the cost and expenses of the Owners and/or their nominees.



ARTICLE VII - POSSESSION

7.1 Simultaneously with the execution of this Agreement, the Owners have allowed the Developer exclusive and irrevocable right to enter the said Land, to develop the same by constructing or causing to be constructed new buildings and to take all steps in terms of this Agreement..

7.2 Upon sanction of the Building Plan, the Owners shall allow the Developer to commence and carry out and complete the construction of the proposed building on behalf of the Owners and the Developer as per the terms and conditions and as per the specifications as set out in these presents. All costs, charges and expenses incurred by the Developer for constructing and completing the said propose building shall be paid by the Developer.

7.3 The Owners shall allow the Developer to remain in occupation of the said Land for the purposes of construction and allied activities during the continuation of this Agreement and until such time the Project is completed in all respects. During such period the Owners shall not prevent the Developer or in any way interfere with its quiet and peaceful occupation of the said land except in such circumstances when the Owners have reasons to believe that the Developer and/or its Sub-Contractor are not carrying out their function in terms of the Agreement.

7.4 In as much as the construction on the said Land is concerned, the Developer shall act as the exclusive licensee of the Owners not revocable by the Owners under any circumstances, and shall be entitled to be in occupation of the said Land as and by way of an exclusive licensee of the Owners to carry out the construction of the proposed building, save and except that the Developer shall not be entitled to create any possessory right over the said Land which could be construed as transfer of the property within the meaning of the Transfer of property Act. The Developer shall not be entitled to use the said Land for any other purposes other than the purpose of construction, nor would be entitled to part with the said Land to anyone till the Owners Allocation, in the proposed building is handed over to the Owners.

7.5 The Developer hereby undertakes and agrees to pay the Municipal tax, water and all other taxes as being paid by the Owners presently, from the time of its obtaining vacant possession of the said Land under this Agreement till the completion of the Project. The Owners shall clear corporation tax, water tax and all other taxes prior to handing over of the said Land to the Developer. In the event if there is any case pending with regard to the mutation of the said Land the same shall be followed up by the Developer at the cost of the Owners and in this regard the Owners shall keep the Developer saved, harmless and indemnified against all such cost, charges and expenses.

ARTICLE VIII - SPACE ALLOCATION:

8.1

The D
he



Additional Registrar of
Assurances 113 113 113
22 FEB 2024

- 8.1 The Developer shall be entitled to takeover Developer's Allocation and is hereby allotted the Developer's Allocation and the Owners shall be entitled to takeover Owners' Allocation and are hereby allotted the Owners' Allocation.
- 8.2 The Developer will market its allocation either by itself or through any Marketing Agency appointed by it. The Owners shall retain its allocated space and in case they desire to sell any part or portion of their allocation prior to completion of the Project they may approach the Developer to sell the same through the Marketing Agency of Developer on the same terms as the Agency is selling space for the Developer.
- 8.3 In marketing the said project, name and logo of the Developer will figure in all marketing materials.
- 8.4 The price for sale or disposal of the spaces in the new building/s to be constructed by the Developer shall be decided by the Developer keeping in view the economics and market response of the project. None shall sell or market any Transferable Areas below such basic price.
- 8.5 All agreements, sale deeds and documents of transfer shall have both the owners and the developers as parties and signed by their respective authorized signatory.
- 8.6 The Developer shall also make over possession of the separate allocated area of the Owners, subject however to the Owners fulfilling their obligations as provided herein.
- 8.7 The owners shall be allotted the flats/units in proportion to their share of allocation in building coming up on the said land or as agreed between the parties hereto.
- 8.8 The Developer and Owners shall execute and register with the appropriate registering authorities Deeds of Conveyance or other document for transferring and/or demising of any saleable space in the New Buildings as aforesaid unto and in favour of the intending purchasers/transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchasers/transferees as the case may be. For separate developer's allocations, the Owners shall execute the deeds of conveyance in respect of the land share attributable to any completed unit forming part of the developer's allocation in any phase only upon delivery of the completed separate owner's allocation in such phase by the Developer to the Owner. For separate owner's allocation, the Developer shall if so required by the Owner join in as party to any agreement or deed in favour of the Transferees.
- 8.9 It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any areas in the New Buildings shall maintain uniformity in respect of the restrictions, stipulations,

Dm

6



covenants, terms and condition for the use and occupation thereof applicable to transferees together with amenities and facilities therein as are stipulated in this agreement or that would be drafted by the Developer's Advocates and vetted by the Owners and the parties hereby undertake to each other that neither of them shall deviate from the such restrictions stipulations, covenants, terms and conditions.

- 8.10 The Owners and the Developer agree to execute all such deeds and documents that may be required by their Purchasers of their respective allocation to enable them to obtain loan from Bank etc. without creating any liability or obligation upon them.
- 8.11 All the transferees including those under the Owner's Allocation shall pay to or deposit with the Developer the extras and deposits ("EDC") mentioned in the **FOURTH SCHEDULE** hereunder written for the Units to be acquired. If certain parts of Owner's allocation are retained by Owners then Owners will pay EDC as above to the Developers.
- 8.12 Extras and Deposits (EDC) shall be realized solely by the Developer from all the proposed buyers of the transferable areas including Owners Allocation.
- 8.13 The Owners shall punctually and regularly pay the said Rates to the concerned authorities or to the Developer or as otherwise specified by the Developer and shall keep the Developer indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered or incurred by the Developer as the case may be consequent upon a default by the Owners in this behalf.
- 8.14 As and from the date of service of notice of possession, the Owners shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer service charges for the common facilities in the building payable with respect to the Owner's Allocation the said charges and taxes, light and sanitation charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipment switchgear, transformers, generators, pump motors and other electrical and mechanical installations appliances and equipments, stairways, corridors, halls, passageways, lifts, shafts gardens parkways and other common facilities whatsoever PROVIDED THAT if additional insurance premium is required to be paid for the insurance of the building by virtue of any particular use and/or storage or any additional maintenance or repair is required by virtue thereof in the Owners Allocation or any part thereof, the Owner shall be exclusively liable to pay and bear the additional premium and/or maintenance or repair charges as the case may be.

Dm

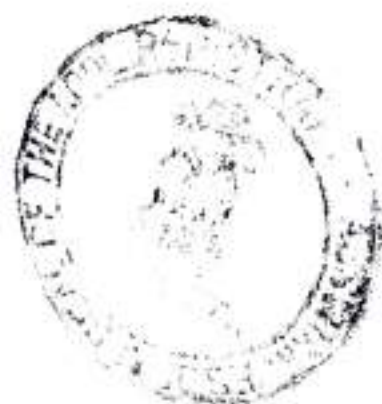
✓



- 8.15 Upon transfer of any part of the Owners Allocation in the building, the Owners shall give notice of transfer to the Developer and the transferee(s) shall subject to the other provisions hereof be responsible in respect of the space transferred to pay the said rates and the service charges for the common facilities.
- 8.16 If the Owners fail to pay any amount payable in respect of the said rates or service charges for the common facilities within 15 days of demand, in that behalf the Owners shall be liable to pay interest on the outstanding at the rate of 18% per annum for the period from the last due date of payment up to payment in full. The Developer will also collect the service charges for the common facilities from its nominee(s) till such time the Association is formed.

ARTICLE IX - OBLIGATIONS OF THE DEVELOPER:

- 9.1 Execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies.
- 9.2 The Developer shall be responsible for planning, designing development and construction of the Project with the help of professional bodies, contractors, etc.
- 9.3 The Developer has assured the Owners that they shall implement the terms and conditions of this Agreement strictly without any violation.
- 9.4 The Developer shall construct the Project at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Municipality and other authorities concerned as also to all the labourers, staff and employees engaged by it and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 9.5 All tax liabilities in relation to the construction, namely sales tax, works contract tax, GST and other dues shall be paid by the Developer subject to the condition that all statutory levies including Service Tax, and any other taxes as may be applicable for allocation of the Owners' Allocation in terms of the Agreement shall be entirely on account of the Owners.
- 9.6 The costs of marketing and publicity/advertisement campaigns shall be shared and borne by the Parties in proportionately as agreed herein but the marketing strategy, budget, selection of publicity material, media etc. shall be decided by the Developer.



9

7

ARTICLE X - OBLIGATIONS OF OWNERS:

- 10.1 The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the said Land.
- 10.2 The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 10.3 The Owners shall provide the Developer with any and all documentation and information relating to the said Land as may be required by the Developer from time to time.
- 10.4 The Owners undertake to obtain necessary permissions and clearances required under the Urban Land Ceiling Act and the West Bengal Land Reforms Act.
- 10.5 The Owners shall not do any act, deed or thing whereby the Developer may be prevented from discharging their functions under this Agreement.
- 10.6 The Owners hereby covenant not to cause any interference or hindrance in the construction and development of the Project.
- 10.7 The Owners hereby covenant not to transfer, grant lease, mortgage and/or charge the Land or any portions thereof save in the manner envisaged by this Agreement.
- 10.8 The Owners hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer is prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the constructed area or saleable area.

ARTICLE XI - POWERS AND AUTHORITIES:

11.1 To enable the Developer to specifically perform its obligations arising out of this Agreement, the Owners hereby nominate, constitute and irrevocably appoint the Developer and persons nominated by the Developer to be the true and lawful attorneys of the Owners, to do, execute and perform all or any of the following acts, deeds, matters and things with respect to the said land:

- a) To obtain permission or approval from the Planning Authorities and other authorities as may be required for the development and construction of the New Buildings in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.

Day



- b) To enter upon the said land with men and material as may be required for the purpose of development work and erect the New Buildings as per the Building Plans to be sanctioned.
- c) To appoint architects, contractors, sub-contractors consultants, and surveyors as may be required and to supervise the development and construction work of the New Buildings on the said land.
- d) To apply for modifications of the Building Plans from time to time as may be required.
- e) To apply for obtaining quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings but in no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials.
- f) To approach the concerned authorities for the purpose of obtaining permissions and service connections including water, sewerage and electricity for carrying out and completing the development of the said land.
- g) To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the New Buildings on the said land and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owners in connection therewith.
- h) After completion of the construction of the New Building, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the Planning Authorities.
- i) To enter into agreements for sale / lease / rent of the Developer's Allocation alongwith or without the corresponding undivided share in the said land, on such terms and conditions as the Developer may think fit and proper.
- j) To execute from time to time deeds of transfer of spaces comprised in the Developer's Allocation as well as Owners Allocation (if Owner is desired of selling its space) alongwith or without the corresponding undivided share in the said land, to receive consideration, rents, deposits therefor and present the above documents for registration and admit the execution of such documents before the appropriate authorities.
- k) To accept any service of writ of summons or other legal process on behalf of and in the name of the Owners and to appear in any court or authority as the Developer deem appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to development of the said land in any court or before any authority as the Developer may think fit and proper and for

11

7



Acquired from
University of the South Pacific
22 FEB 2024

such purpose to appoint any Solicitor, Advocate, Lawyer in the name and on behalf of the Owners or in the name of the Developer and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals etc., and any other document or documents in furtherance of the said objective. Provided always that this authority shall be available to and exercised by the Developer strictly only in cases where such litigation would touch or concern the development of the project on the said land.

- 1) To mortgage the Developer's Allocation in the new buildings to be constructed thereon, in favour of any Bank by deposit of title deeds of the said land (equitable mortgage) or by executing simple mortgage deed or creating English mortgage, to secure project finance required by the Developer and further to execute any further document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of title deeds, deliver the title deeds and to receive back the title deeds and further to acknowledge the debt and security in terms of Sections 18 and 19 of Limitation Act. Provided however the mortgage to be created by the Developer shall be limited to the Developer's Allocation and shall not extend to the allocation of the Owners and the loan so obtained shall only be utilised for this project and the Owners shall not be required to furnish any Guarantee for such loan.

- m) To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owners could do in person.

11.2 The Owners hereby ratify and confirm, and agree to ratify and confirm all acts, deeds and things lawfully done in the interest of the project by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.

11.3 Notwithstanding grant of the aforesaid powers and authorities, the Owners shall grant to the Developer and/or its nominees a registered General Power of Attorney for the purpose of doing all acts required for the Project simultaneously on the execution of this Agreement and the costs on account thereof shall be borne by the Developer.

11.4 Notwithstanding grant of the aforesaid General Power of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for the purpose of development of the said land within 7 (Seven) days of the request being made.

ARTICLE XII - MARKETING:



Additional Registrar of
Assurances, Government of Madhya Pradesh
22 FEB 2024

- 12.1 The Developer shall have the right and entitlement to market the Project in accordance with the policy and other decisions of the Developer and the Developer shall have the right to sell, transfer and otherwise dispose-off any Units and, or, spaces structures and other facilities comprised in the Project on such terms and conditions and at such price from time to time as may be decided by the Developer.
- 12.2 The price of the Units shall be fixed by the Developer and the same shall be revised on a periodical basis or as and when decided by the Developer, The Parties shall ensure that the advertising and marketing of the Project is carried out in a manner that is consistent with and not in derogation of or conflict with the decision of the Developer and any terms or provisions of this Agreement and the Applicable Laws.
- 12.3 The marketing costs, which include the advertisement and promotion costs of the Project, shall be shared by the Owners and the Developers in proportion to their respective allocations.
- 12.4 The Developer shall have representations from the Developer only. All decisions of the Developer shall be approved by the representatives of the Developer. The Developer shall meet at such intervals and on such occasions as may be mutually decided by the Parties.
- 12.5 The Developer shall be entitled to commence such marketing from the date when all approvals for development of the Project are in place and to accept advances, premia, booking amounts and other considerations from the intending transferees of both the Owners Allocation and the Developer Allocation from such date and subject to Clause 8.10 above, shall transfer the shares to the Owners relating the Owners Allocation.
- 12.6 All agreements with the intending buyers shall be entered into by the Developer for themselves as well as the constituted attorney of the Owners and the Owners shall grant such power to the Developer in the Power of Attorney to be executed in favour of the Developer by the Owners.

ARTICLE XIII- FORFEITED

- 13.1 The Developer shall pay to all the Owners a total deposit amount of Rs. 27,00,000/- (Rupees Twenty Seven Lacs) only as Forfeited.

ARTICLE XIV - TIME FOR COMPLETION

The Developer shall endeavor to complete the Project within a period of 30 (Thirty) Months with a further grace period of 6 (Six) months from the date all requisite approvals for commencement of construction and development of the Project are

Bar



obtained by the Developer, subject to Force Majeure Events, any delays owing to defaults of the Owners and there being no change in the applicable laws, building regulations, West Bengal building byelaws, parking regulations, height restriction, density, ground coverage, land acquisition, etc. or such other regulations which is impacting the planning/designing/execution of the Project. Any extension after the aforementioned period shall be mutually decided between the Parties.

ARTICLE XV-POST COMPLETION MAINTENANCE:

15.1 On completion of the Project, the Developer shall give a notice to the Owners in accordance with clause 8.7 above for taking over possession of the same (possession notice). On receipt of such notice the Owners shall within 15 (Fifteen) days thereafter take over possession of Owners Allocation.

15.2 On and from the date of expiry of the possession notice (Possession Date), the Owners shall be deemed to have taken over possession for the purpose of determination of liability and shall become liable and responsible for the payments of maintenance charges, Rates and taxes, land revenue, Municipal tax in the ratio of their respective allocations irrespective of the fact whether actual physical possession was taken or not.

15.3 The Parties and their respective nominees/transferees shall punctually and regularly pay the maintenance charges, Rates and taxes, land revenue, Municipal tax for their respective allocations to the concerned authorities/Maintenance in charge and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.

15.4 Till handing over of the Project to the Association the Developer shall be responsible for the management, maintenance and administration of the Complex or at its discretion appoint an agency to do the same. The Owners hereby agree to abide by all the rules and regulations to be framed for the management of the affairs of the Complex.

15.5 The Developer or the Agency to be appointed shall manage and maintain the Common Portions and services of the Complex and shall collect the costs and service charge there for (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the Complex, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments and all other expenses incurred for common purpose.

ARTICLE XVI-COMMON RESTRICTIONS:

✓



- 16.1 The Complex shall be subject to the restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the Complex.
- 16.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the Complex shall permit the agency to be appointed by the Developer and/or the Association, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.
- 16.3 It is agreed between the Parties that the Developer shall frame a scheme for the management and administration of the Complex and all the occupiers of the Complex shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the Complex.

ARTICLE-XVII - INDEMNITY:

- 17.1 The Developer shall indemnify and keep the Owners saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the Complex including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.
- 17.2 The Owners shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the said Land or any of their representations and the warranties being incorrect.
- 17.3 Each Party ("**Indemnifying Party**") shall indemnify and agrees to defend and to keep the other ("**Indemnified Party**") indemnified including its successors, officers, directors, agents and employees and save harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of whatsoever nature by reason of (i) the non-performance and non-observance of any of the terms and conditions of the Agreement by the Indemnifying Party; (ii) acts of negligence or intentional misconduct by the Indemnifying Party; (iii) breach of the provisions of this Agreement by the Indemnifying Party; (iv) any representation and warranty, express or implied, by the Indemnifying Party found to be misleading or untrue; and (v) failure by the Indemnifying Party to fulfill its obligations under any applicable law.

ARTICLE XVIII – MISCELLANEOUS

18.1 The Owners and the Developer have entered into this Agreement purely on the principal of exchange of the Owner's Allocation in the building to be constructed and completed by the Developer at its own cost against the undivided proportionate share of the Land attributable to the Developer's Allocation to be retained or sold to its nominees by the Developer in the said completed building. However, each Party shall keep the other indemnified from and against the same.

18.2 The Developer shall decide the name of the Complex.

18.3 The Owners and the Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a force majeure event with a view that obligation of the Party affected by the force majeure shall be suspended for the duration of the force majeure.

18.4 All the Agreements and the Deeds of Conveyance shall be as per a standard format to be drafted by the Developer's Advocates and Solicitors.

18.5 It is understood that from time to time to enable the construction and development of the Project by the Developer, various deeds, matters and things not herein specifically referred to may be required to be done by the Developer for which the Developer may require the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners to which no specific provisions have been made herein, the Owners hereby authorizes the Developer to do all such acts, deeds, matters and things and undertake forthwith upon being required by the Developer in this behalf to execute any such additional powers of authorities or a Power of Attorney as may be required by the Developer for the purpose and also undertake to sign and execute all such additional applications and other documents as may be required for the purpose with prior approval of the Owners and by giving prior information.

18.6 Any notice required to be given by the Owners shall be without prejudice to any other mode of service available deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post and shall be deemed to have been served on the Developer by the Owners. Similarly any notice required to be given by the Developer shall be without prejudice to any other mode of service available deemed to have been served on the Owners if delivered by hand or sent by prepaid paid registered post and shall be deemed to have been served on the Owners by the Developer.

Provided that serving of notice by the Developer to any one of the Owners shall be deemed to be serving of valid notice to all the Owners.

18.7 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said Land or any part thereof to the Developer or as creating any right, title or interest in respect thereof, in favour of the

Dei

Developer other than exclusive license to the Developer to commercially exploit the same in terms hereof.

18.8 As and from the date of completion of the Complex, the Developer and/or its transferee(s) and the Owners and/or their transferee(s) shall be liable to pay and bear proportionate charges on account of wealth and other taxes payable in respect of their respective spaces.

18.9 In the event of any liability of Service Tax or Works Contract or any other Tax liability which may arise or become payable on the Owners Allocation, the same would be payable by the owners or their nominees as the case may be to the Developer or to the respective authority directly.

18.10 If the Developer desires to register this Agreement they shall make payment of appropriate stamp duty and registration charges. The Owners shall however provide all co-operation to the Developer to do that including being present before the registering authorities as and when required by the Developer.

18.11 None of the Parties hereto shall do or cause to be done any act, deed or thing whereby the progress of construction of the Building(s) shall in any way be hindered or affected and if any of the Parties shall do or cause to be done any such act, deed or thing, then the Party doing so shall be liable to forthwith remove such hindrance or difficulty or obstructions or shall be liable to compensate the other Party for all losses and damages suffered by such other Party.

18.12 The Parties shall jointly constitute, organize and/or otherwise form or cause to be formed an association of the intending transferees of the Units. All costs, charges and expenses in constitution, formation, organization, management and operation of such association shall be borne by the respective intending transferees of the Units in the Building(s) in such proportion to be decided and determined jointly by the Parties. The intending transferees of the Units in the Building(s) shall become members of the said association as and when constituted. Until the formation of the association, Owners and Developer and/or the intending transferees of the Units in the Building(s) shall pay, bear and discharge all common expenses on account of maintenance and preservation of the Project proportionately. Owners and Developer shall make such arrangements and frame such rules and regulations for rendering of common services and maintenance of the Project.

18.13 Notwithstanding the Owners irrevocably appointing the Developer as its Constituted Attorney, the Owners shall be bound and liable to execute and register the Deed of Conveyance transferring undivided proportionate share of Land in favour of the intending transferees as and when called upon by the Developer.

18.14 The Parties have negotiated in good faith. It is the intent and agreement of the Parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under this Agreement in order to secure to themselves the mutual benefits created under this Agreement. The Parties

agree to execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement.

18.15 The Parties agree that in the event of any breach of the provisions of this Agreement, the Parties shall suffer irreparable harm and injury and damages would not be an adequate remedy and each of the Parties (at its sole discretion) shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court or arbitral forum of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have under this Agreement or at law or in equity, including without limitation a right for damages.

18.16 The Developer and its other associate companies are contemplating to purchase further land in contiguity to the said land which will be phase - 2 of the project wherein the owners herein shall not have any right whatsoever.

18.17 In the event of extension of the Project to further phases, the common facilities and infrastructure, ingress and egress shall be shared and made available to the Developer and/or ultimate transferees.

ARTICLE XIX – DISPUTE RESOLUTION

19.1 The Parties shall attempt in good faith to resolve any dispute, difference, conflict or claim arising out of or in relation to the Agreement through negotiations. If the dispute has not been settled through negotiation within fourteen (14) days from the date on which either Party has served written notice on the other of the dispute ("**Dispute Notice**") then the following provisions shall apply.

19.2 In the event of a dispute arising out of or in connection with the Agreement not being resolved in accordance with the above provisions, either Party shall be entitled to, by notice in writing ("**Arbitration Notice**") to the other Party, refer such dispute for final resolution by binding arbitration in accordance with the provisions the Arbitration and Conciliation Act, 1996 or any statutory enactment or modification thereunder and such arbitration shall be before three arbitrators, one to be appointed by Owners and the other to be appointed by Developer and the two arbitrators thereafter by mutual consent appoint Umpire and/or the third arbitrator. The venue of such arbitration shall be at Kolkata and the arbitration shall be conducted in English language. The award of the arbitrators shall be binding on the Parties.

19.3 The Parties hereby agree that until the award is given none of the Parties shall do any act deed or thing whereby the construction and development of the Project is in any way stopped or prevented provided the dispute is not relating

to the quality of the material being used and/or relating to violation of the statutory provisions and/or deviation from the Building Plan.

19.4 This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

19.5 No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party.

19.6 This Agreement shall not be assigned by the Parties except with the prior written consent of the other Party.

Provided that no such permission will be required in case the Agreement is assigned by the Developer in favour of any of its group companies.

19.7 No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.

19.8 If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

ARTICLE XX – JURISDICTION

Courts at Kolkata alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the Parties.

THE FIRST SCHEDULE ABOVE REFERRED TO

SAID LAND

All That the piece and parcel of land measuring an area 03 (Three) Cottahs 15 (Fifteen) Chittacks and 32 (Thirty Two) Sq. Ft. be the same little more or less together with three storied building total measuring about 4062 Sq. Ft. (admeasuring 1354 Sq. Ft., each floor) standing there at lying and situated at Plot No. 63, Bangur Avenue, Block "D", Kolkata 700 055, being municipal Holding No. 1206, now 1206/A, within Ward No. 29 of South Dum Dum Municipality, comprised in part of C.S Dag No. 1307/1327, under C.S. Khatian No. 88, R.S. No. 180, Touzi No. 228 & 229, J.L. No. 17 of Mouza - Krishnapore (at present Mouza Shyamnagar, J.L. No. 32/20), Addl.

District Sub Registrar office Bidhannagar Salt Lake City, Police Station Lake Town, in the District of North 24- Parganas, bordered in RED on the plan attached and butted and bounded as follows:

ON THE NORTH : 20' ft wide Road.
ON THE SOUTH : Plot No. 106.
ON THE EAST : Plot No. 64.
ON THE WEST : Plot No. 62.

THE SECOND SCHEDULE ABOVE REFERRED TO:
COMMON AREAS, FACILITIES AND AMENITIES

- 1) Staircase on all floors.
- 2) Staircase landing on all floors and roof of the top floor.
- 3) Lift and lift well of the building;
- 4) Common passage and lobby on the all floor.
- 5) Water pump , water pipes and others common plumb installation.
- 6) Electrical wiring, Meters and Fittings (excluding those as are installed for any particular unit).
- 7) Drainage and Sewers.
- 8) Water reservoir and overhead water tank,
- 9) Boundary Walls and main gate
- 10) Such other common part, areas , equipment, installation , fixture , fittings and space in or about the said building as are necessary for passage or for the use and occupancy of the flats in common and as are specified by the developer expressing to be the common portions after construction of the proposed building.

THE THIRD SCHEDULE ABOVE REFERRED TO:
COMMON EXPENSES

- 1) All cost of maintenance, operations, repairs, replacement services and white washing painting reconstructing decorating redecorating of all other common areas / parts its fixtures electrical wiring and equipments in under or upon the building enjoyment or used common by the occupiers of the building.
- 2) The Salaries and other expenses incurred for and payable to any person employed for common purpose including security, electrician, maintenance, against earthquake, damages, fire lighting mob violence, civil commotion etc. if insured.
- 3) Expenses for supplies of common utilities electricity water charges etc. payable to any concerned authorities and /or organization and payment of all

charges incidental thereto.

- 4) Sinking fund and other contributions.
- 5) Maintaining and operating the lifts.
- 6) Municipal and other rates and taxes and levies and all other outgoings save those which would be separately assessed and/of incurred in respect of any unit or portion of land.
- 7) Cost and establishment and operational charges of the developer of the Association of the co-owners society or private limited company relating to common purpose.
- 8) All such other expenses and outgoings as are deemed by the developer and/or the Association or co-operative society or private limited company to be necessary for on incidental thereto.
- 9) Electricity expenses for lighting all the common parts outer walls of the building and for operation of all the common area.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
DEPOSITS/EXTRA CHARGES/TAXES

- **Special Amenities/Facilities:** provision of any special amenities/facilities in the common portions and Development charges etc.
- **Up gradation of fixtures and fittings:** improved specifications of construction of the said complex over and above the Specifications described.
- **Common Expenses/Maintenance Charges/Deposits:** proportionate share of the common expenses/maintenance charges as may be levied.
- **Sinking Fund:**
- **Internal Layout Change:** any internal change made in the layout of the Owner's Allocation and/or up gradation of fixtures and fittings.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

Part – I
(Developers' Allocation)

All That the 50 % area of the Ground Floor and entire Third, Fourth & Fifth Floor, of the proposed G+7 storied buildings to be constructed on the Said Land & undivided share of Said land except Owner's Allocation **TOGETHER WITH** the undivided proportionate impartible part or share in the said s Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space.

Part - II
(Owners' Allocation)

All That the 50 % area of the Ground Floor and entire Second, Sixth & Seventh Floor, of the proposed G+7 storied buildings to be constructed on the Said Land & undivided share of Said land except Developer's Allocation **TOGETHER WITH** the undivided proportionate impartible part or share in the said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space.

Part - III
(Joint Allocation)

All That the Owners and Developer jointly entitled to the First Floor of the proposed G+7 storied buildings to be constructed on the Said Land **TOGETHER WITH** the undivided proportionate impartible part or share in the said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
SPECIFICATIONS

- 1) **STRUCTURE** : The building will be of R.C.C. structure as per design along with LIFT facility.
- 2) **WALL** : Outside wall 8" inches thick brick, inside wall 5" and 3" inches thick brick and toilets bathrooms wall 3" inches thick with sand and cement.
- 3) **PLASTER** : Both external and internal walls will be plastered on both sides with sand and cement.
- 4) **FLOOR FINISH** :
 - i) Bed rooms, living and dining room, kitchen , bathrooms & toilets will be finished with Tiles with 4 inches skirting.
 - ii) 5 ft. slab will be made with Black stone and Granite with 3 ft. tiles on the slab.
 - iii) Bathrooms & toilets are finished with tiles up to height of 6' ft.
- 5) **COLOUR** : Plaster with Putty finish in side wall.
- 6) **DOOR** : Main Door frame will be made by wood.
- 7) **WINDOW** : Aluminium frame sliding with Glass, Grill Fittings.
- 8) **Electrical Point and Fitting** : All electrical wiring will be concealed P.V.C. according to the sanction plan conducts and very good quality copper wire such as follows :

- a) Bed rooms
 - i) 2 light points
 - ii) 1 fan point
 - iii) 1 plug point (5amp)

- b) Dining room
 - i) 2 light points
 - ii) 1 fan point
 - iii) 1 plug point (5 amp) for TV
 - iv) 1 Power point (15 amp) for fridge
 - v) 1 plug point (5 amp)

- c) Kitchen
 - i) 1 light point
 - ii) 1 Exhaust point

- d) Balcony
 - i) 1 light point
 - ii) 1 plug point (15 amp)

- e) Toilet :
 - i) 1 light point
 - ii) 1 exhaust fan point
 - iii) 1 Geyser Point

- f) plumbing :
 - i) toilet , kitchen and wash basin water line fittings.
 - ii) Outside water line - PVC pipe
 - iii) Inside water line - PVC
 - iv) Inside water line will be concealed
 - v) all sanitary fittings are normal.

- g) Sanitary work :
 - i) Sanitary main line PVC pipe
 - ii) All sanitary fittings
- h) Water tank made of PVC.
- i) water pump : one good quality pump provided.

9) GROUND FLOOR LOBBY – Marble/vitrified tiles

10) STAIRCASE –Marble

11) ELECTRICAL – Concealed copper wiring. Semi modular switches of reputed brands.

12) LIFTS – Automatic Machine Room Less Lift.

Dm

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

TITLE DEEDS

1. Deed of Conveyance dated 18th May, 1961 registered in the office of the Sub Registrar Cossipore Dum Dum, in Book No.I, Volume No.66, Pages 88 to 97, Being No.4025 for the year 1961.
2. Deed of Release dated 30 August, 1967 and registered in the office of the Sub-Registrar, Cossipore, Dum Dum, in Book No. I, Volume No. 104, Pages 252 to 255, Being No.7608 for the year 1967.
3. Deed of Gift dated 5th August, 2014, registered in the office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, CD Volume No.50, Pages 2255 to 2269, Being No. 10284 for the year 2014.
4. Deed of Gift dated 12th November, 2014, registered in the office of the Additional Registrar of Assurances-II, Kolkata, in Book No.1. CD Volume No.67, Pages 3836 to 3851, Being No.13684 for the year 2014.
5. Deed of Partition dated 13th November, 2014 and registered at the office of the Additional Registrar of Assurances-II, Kolkata in Book No. I, CD Volume No.67, Pages 4094 to 4120, Being No. 13701, for the year 2014.
6. Deed of Conveyance dated 3rd May 2017, registered in the office of Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2017 Pages from 138786 to 138822 Being No. 190404024 for the year 2017.
7. Deed of Amalgamation dated 16th June 2017, registered in the office of Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2017 Pages from 207223 to 207247, Being No. 190405917 for the year 2017.
8. Deed of Conveyance dated 22nd May 2019, registered in the office of Additional Registrar of Assurances-II, Kolkata, recorded in Book No. I, Volume No. 1902-2019, Pages from 73790 to 73828, Being No. 190202017 for the year 2019.

THE EIGHTH SCHEDULE ABOVE REFERRED TO:

TITLE OF THE OWNERS

WHEREAS by a Deed of Conveyance dated 18th May, 1961 made between Amalgamated development Limited therein referred to as the Vendor of the One Part and (Smt.) Sudha Arora, therein referred to as the Purchaser of the Other Part and registered in the office of the Sub Registrar Cossipore Dum Dum, recorded in Book No. I, Volume No.66, Pages 88 to 97, Being No.4025 for the year 1961, the said Amalgamated Development Limited for and in consideration therein mentioned, sold,

transferred and conveyed unto and to the said (Smt.) Sudha Arora All That the piece and parcel of Mourashi Mokorari land hereditaments and Premises measuring an area 3(three) Cottahs 15(fifteen) Chittacks 32(thirty two) Sq. ft be the same little more or less situate lying at and being Plot No.63, Bangur Avenue, Block D, within the limits of South Dum Dum Municipality and comprised in part of C.S Dag No. 1307/1327, recorded in C.S. Khatian No.88 in Mouza-Krishnapur, J.L. No.17, under P.S Lake Town (formerly Dum Dum), R.S. No. 180, Touzi Nos. 228 & 229, in the then District of 24 Parganas, absolutely and forever (The Said Plot).

AND WHEREAS on Revisional Survey Settlement, the land comprised in C.S Dag No. 1307/1327, recorded in C.S Khatian No.88 in Mouza-Krishnapur, J.L. No. 17, P.S Lake Town (formerly Dum Dum) has since been transferred to Mouza-Shyamnagar, P.S. Dum Dum (now Lake Town) due to division of Mouza - Krishnapur and the said C.S. (Plot) Dag No. 1370/1327, under C.S. Khatian No.88, J.L No. 17 was changed and renumbered.

AND WHEREAS by a Deed of Release dated 30th August, 1967 and registered in the office of the Sub-Registrar, Cossipore, Dum Dum, recorded in Book No. I, Volume No. 104, Pages 252 to 255, Being No.7608 for the year 1967, the said (Smt.) Sudha Arora declared that she had purchased the Said Plot in Benami as Benamder of her husband, Mohan Sarup Arora who is the actual Owner of the Said Plot and by the said Deed of Release, she released, freed and transferred the Said Plot in favour of her husband, Mohan Sarup Arora, the actual owner who paid the entire price or consideration for the purchase of the Said Plot including all costs and incidental expenses for such purchase.

AND WHEREAS the said Mohan Sarup Arora in the manner hereinabove recited became the sole and absolute owner of the Said Plot being Plot No.63, Bangur Avenue, Block D, Kolkata-700055, P.S. Lake Town (formerly Dum Dum) in the District of 24 Parganas at present North 24 Parganas and subsequently got his name mutated in the records of South Dum Dum Municipality as sole owner of the Said Plot and paid rates and taxes in his name as owner of the Said Plot numbered as Municipal Holding No. 585 at present Municipal Holding No. 1206, Bangur Avenue within ward No. 29, (formerly Ward No. 22) of South Dum Dum Municipality.

AND WHEREAS the said Mohan Sarup Arora thereafter constructed a building on the Said Plot in terms of the sanctioned building plan issued by South Dum Dum Municipality, being Plan No.758 in the month of March, 1968.

AND WHEREAS the said Mohan Sarup Arora, died intestate on 29th October, 2004, leaving behind him surviving his widow namely, Smt. Sudha Arora and two sons namely (1) Amit Arora and (2) Rohit Arora as his only legal heirs heiress and legal representatives in respect of Said Plot & Building, each having inherited undivided 1/3rd share therein.

AND WHEREAS the said Amit Arora, died intestate on 12th April 2008, leaving behind him surviving his mother namely, Smt. Sudha Arora, his widow namely Smt.

DM

Mamta Arora, his only son namely, Shivam Arora and his only daughter namely, Miss Stuti Arora as his only legal heirs heiresses and legal representatives in respect of his share in the said Plot and Building, each having inherited undivided $1/12^{\text{th}}$ share therein.

AND WHEREAS in the event aforesaid, the said Smt. Sudha Arora, Rohit Arora, Smt. Mamta Arora, Shivam Arora and Miss. Stuti Arora became seized and possessed of and/or otherwise well and sufficiently entitled as the joint and absolute owner of **All That** the Said Plot and Building and hereinafter for the sake of brevity Said Plot and Building collectively referred to as "the **Said Land**".

AND WHEREAS by a Deed of Gift dated 5th August, 2014, made between (Smt.) Sudha Arora as the Donor of the One Part and Rohit Arora as the Donee of the Other Part and registered in the office of the Additional Registrar of Assurances-II, Kolkata in Book No. 1, CD Volume No.50, Pages 2255 to 2269, Being No. 10284 for the year 2014, the said Smt. Sudha Arora in consideration of natural love and affection towards her younger son Rohit Arora gifted transferred and conveyed by way of gift unto and to the said Rohit Arora, her undivided $1/6^{\text{th}}$ (one-sixth) share or part out of her $5/12^{\text{th}}$ (five-twelfth) share or part in All That the Said Land, absolutely and forever.

AND WHEREAS by a Deed of Gift dated 12th November, 2014, made between Smt. Sudha Arora as the Donor of the One Part and Smt. Mamta Arora, Shivam Arora and Miss. Stuti Arora as the Donees of the Other Part and registered in the office of the Additional Registrar of Assurances-II, Kolkata in Book No. 1, CD Volume No.67, Pages 3836 to 3851, Being No.13684 for the year 2014, the said Smt. Sudha Arora in consideration of natural love and affection towards daughter-in-law, Smt. Mamta Arora (elder son's wife), grandson, Shivam Arora (elder son's son) and granddaughter, Miss Stuti Arora (elder son's daughter) gifted transferred and conveyed by way of gift unto and to the said Smt. Mamta Arora, Shivam Arora and Miss Stuti Arora, her undivided $1/4^{\text{th}}$ (one-fourth) share or part out of her $5/12^{\text{th}}$ (five-twelfth) share or part in All That the Said Land, absolutely and forever.

AND WHEREAS in the events aforesaid, the said Rohit Arora, (Smt.) Mamta Arora, Shivam Arora and Miss Stuti Arora became seized and possessed of and/or otherwise well and sufficiently entitled as the joint and absolute owners of All That the Said Land.

AND WHEREAS by a Deed of Partition dated 13th November, 2014 and registered at the office of the Additional Registrar of Assurances-II, Kolkata in Book No.1 CD Volume No.67, Pages 4094 to 4120, Being No. 13701, for the year 2014, the said Rohit Arora, Smt. Mamta Arora, Shivam Arora and Miss Stuti Arora amicably partitioned the Said Land in the manner therein mentioned.

AND WHEREAS by a Deed of Conveyance dated 3rd May 2017 made between (1) Mr. Robut Arora (2) Smt. Mamta Arora, (3) Shivam Arora, and (4) Miss Stuti Arora therein referred to as Vendors of the One Part and Destiny Infraspac Private Limited

Don

therein referred to as Purchaser of the Other Part and registered in the office of Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2017, Pages from 138786 to 138822, Being No. 190404024 for the year 2017, the said (1) Mr. Rohit Arora (2) Smt. Mamta Arora, (3) Shivam Arora, (4) Stuti Arora, for the consideration therein mentioned, granted sold transferred and conveyed unto and to the said Destiny Infraspace Private Limited, All That the Said Land, absolutely and forever free from all encumbrances whatsoever.

AND WHEREAS thereafter said Destiny Infraspace Private Limited executed a Deed of Amalgamation dated 16th June 2017, registered in the office of Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2017 Pages from 207223 to 207247, Being No. 190405917 for the year 2017 in respect of the Said Land in the manner therein mentioned.

AND WHEREAS by a Deed of Conveyance dated 22nd May 2019, registered in the office of Additional Registrar of Assurances-II, Kolkata, recorded in Book No. I, Volume No. 1902-2019, Pages from 73790 to 73828, Being No. 190202017 for the year 2019, said Destiny Infraspace Private Limited for the consideration therein mentioned, granted sold transferred and conveyed unto and to the (1) **MR. KALIDAS KIRADOO**, son of Late Shiv Narayan Kiradoo, (2) **MR. UMESH KIRADU**, son of Mr. Kalidas Kiradu alias Mr. Kalidas Kiradoo, and (3) **ANANT KUMAR KIRADOO**, son of Mr. Kalidas Kiradoo, All That the Said Land, absolutely and forever free from all encumbrances whatsoever.

AND WHEREAS by the above said purchase said **MR. KALIDAS KIRADOO**, **MR. UMESH KIRADU** and **ANANT KUMAR KIRADOO** jointly become the absolute owners of the Said Land and mutated their names in the record of the South Dum Dum Municipality under Holding no. 1206/A in respect of the Said Land.

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

SIGNED, SEALED and DELIVERED by the within named **OWNERS** at Kolkata in the presence of:

कलदास किरदू.
Umesh Kiradu
AK Kiradoo

Witness:

1. [Signature]

2. [Signature]

At 12/1/19

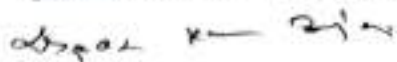
Ajush Kiradoo

2.

1, Dacca Pally Shibtalba Street
Kolkata 700007

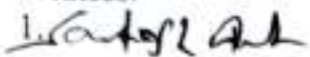
SIGNED, SEALED and DELIVERED by
the within named **DEVELOPER** at Kolkata
in the presence of:

SKYHILL PROJECTS PVT. LTD.



Authorised Signatory/Director

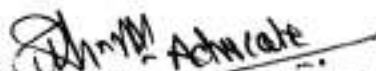
Witness:



Ayush Kishore

3.

Drafted by me,

 Advocate

Mr. Nishant Kr. Saraf, Advocate, Enrolment No. F-314/2002.

M/s. Nishant Kr. Saraf Advocates

8, Old Post Office Street,

2nd Floor, Kolkata 700 001.

Phone : (033) 22623384 / 9830235574

Email: nishantsaraf1976@gmail.com

MEMO OF CONSIDERATION

RECEIVED from the within named Developer the sum of **Rs. 27,00,000/- (Rupees Twenty Seven Lacs) Only** towards the Security Deposit in the manner mentioned below:

Dated	Cheque No.	Bank	Amount (Rs.)	Issued to
23-11-2023	000171	ICICI BANK	RS. 2,01,000/-	Kali Das Kiradoo
01-12-2023	1392577110	ICICI BANK	RS. 6,99,000/-	Kali Das Kiradoo
01-12-2023	1392589617	ICICI BANK	RS. 9,00,000/-	Anant Kr. Kiradoo
01-12-2023	1392582363	ICICI BANK	RS. 9,00,000/-	Umesh Kiradu

Total 27,00,000/-

(Rupees Twenty Seven Lacs) Only

WITNESSES:

1. Santos K. K.

2. Ajush Kiradoo

अनंत कृष्ण किराडू
Umesh Kiradoo
A.K. Kiradoo

Signature of the Owners

50-0 ROAD

SKYHILL PROJECTS PVT. LTD.

Authorized Signatory, Director

Conc. Kanda
A. K. K. K.

Revenue GRIPS eChallan



192023240381395818



GRN Details

GRN:	192023240381395818	Payment Mode:	SBI Epay
GRN Date:	12/02/2024 12:53:22	Bank/Gateway:	SBIePay Payment Gateway
BRN :	5919013555619	BRN Date:	12/02/2024 13:02:39
Gateway Ref ID:	IGAQVRPFG2	Method:	State Bank of India NB
GRIPS Payment ID:	120220242038139580	Payment Init. Date:	12/02/2024 12:53:22
Payment Status:	Successful	Payment Ref. No:	2000379461/2/2024

[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr DIPAK KUMAR BAJAJ

Address: 35/1, Bangur Avenue, Block D, P.O:- Bangur, P.S:-Lake Town, District:- North 24-Parganas, PIN:- 700055, West Bengal, India,

Mobile: 9831911843

Email: dkbajaj555@gmail.com

Period From (dd/mm/yyyy): 12/02/2024

Period To (dd/mm/yyyy): 12/02/2024

Payment Ref ID: 2000379461/2/2024

Dept Ref ID/DRN: 2000379461/2/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000379461/2/2024	Property Registration- Stamp duty	0030-02-103-003-02	40011
2	2000379461/2/2024	Property Registration- Registration Fees	0030-03-104-001-16	27021
Total				67032

IN WORDS: SIXTY SEVEN THOUSAND THIRTY TWO ONLY.



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



120220242038139580

GRIPS Payment Detail

GRIPS Payment ID:	120220242038139580	Payment Init. Date:	12/02/2024 12:53:22
Total Amount:	67032	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	5919013555619	BRN Date:	12/02/2024 13:02:39
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

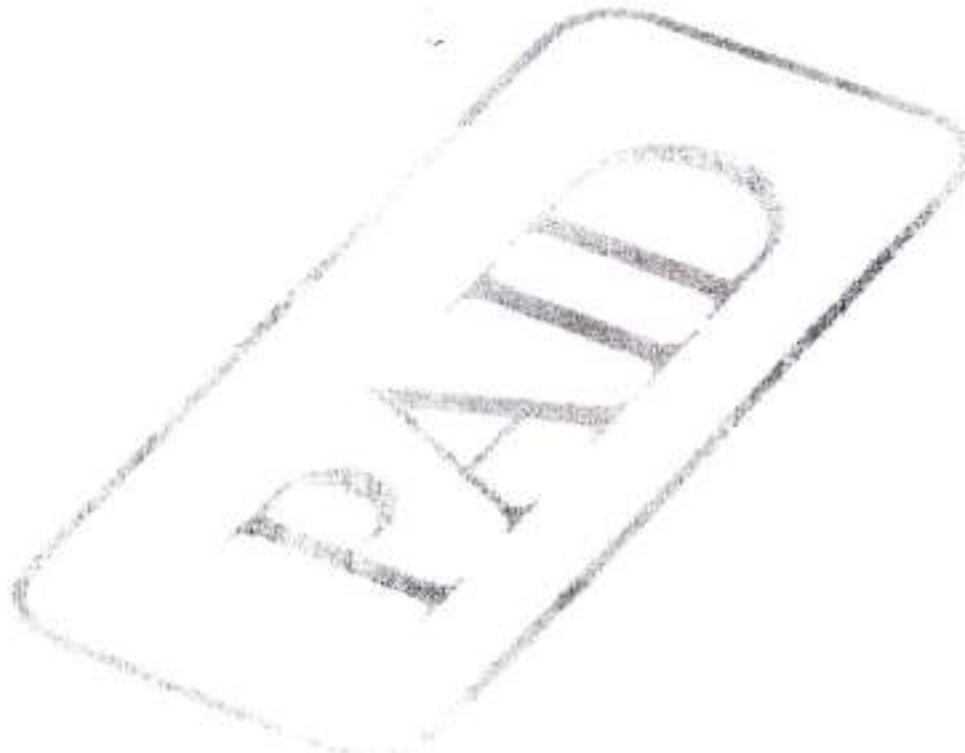
Depositor's Name: Mr DIPAK KUMAR BAJAJ
Mobile: 9831911843

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240381395818	Directorate of Registration & Stamp Revenue	67032
Total			67032

IN WORDS: SIXTY SEVEN THOUSAND THIRTY TWO ONLY.

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



Major Information of the Deed

Deed No :	I-1903-01226/2024	Date of Registration	22/02/2024
Query No / Year	1903-2000379461/2024	Office where deed is registered	
Query Date	10/02/2024 12:38:10 PM	A.R.A. - III KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SANTOSH RAUT M/S. NISHANT KR. SARAF ADVOCATES, 8, OLD POST OFFICE STREET, 2ND FLOOR, KOLKATA, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830653195, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 27,00,000/-]		
Set Forth value	Market Value		
	Rs. 1,70,91,258/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 40,021/- (Article 48(g))	Rs. 27,105/- (Article E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip. (Urban area)		

Land Details :

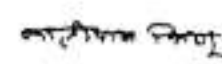
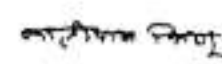
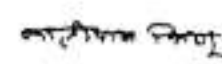
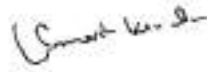
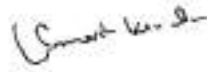
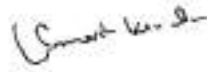
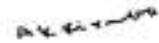
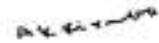
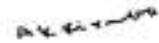
District: North 24-Parganas, P.S:- Lake Town, Municipality: SOUTH DUM DUM, Road: Bangur Avenue, Block-D, Mouza: ShyamNagar, Premises No: 63, . Ward No: 029 JI No: 32, Pin Code : 700055

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-1307/1327	RS-88	Bastu	Bastu	3 Katha 15 Chatak 32 Sq Ft		1,36,18,248/-	Width of Approach Road: 20 Ft.,
Grand Total :					6.5702Dec	0/-	136,18,248 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Set forth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	4062 Sq Ft.	0/-	34,73,010/-	Structure Type: Structure
Gr. Floor, Area of floor : 1354 Sq Ft., Residential Use, Tiles Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1354 Sq Ft., Residential Use, Tiles Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 2, Area of floor : 1354 Sq Ft., Residential Use, Tiles Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		4062 sq ft	0/-	34,73,010 /-	

Land Lord 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 Kalidas Kiradoo, (Alias: Mr Kalidas Kiradu) Son of Late Shiv Narayan Kiradoo Executed by: Self, Date of Execution: 12/02/2024 , Admitted by: Self, Date of Admission: 22/02/2024 ,Place : Office </td> <td>  </td> <td>  Captured </td> <td>  </td> </tr> <tr> <td>22/02/2024</td> <td></td> <td>LTI 22/02/2024</td> <td>22/02/2024</td> </tr> </tbody> </table> 1, Goenka Lane Dhakka Party Opposite Shyam Sree Market, City:- Not Specified, P.O:- Kalakar Street, P.S:-Posta, District:-Kolkata, West Bengal, India, PIN:- 700007 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: asxxxxxx2b, Aadhaar No: 44xxxxxxxx3210, Status :Individual, Executed by: Self, Date of Execution: 12/02/2024 , Admitted by: Self, Date of Admission: 22/02/2024 ,Place : Office	Name	Photo	Finger Print	Signature	Mr Kalidas Kiradoo, (Alias: Mr Kalidas Kiradu) Son of Late Shiv Narayan Kiradoo Executed by: Self, Date of Execution: 12/02/2024 , Admitted by: Self, Date of Admission: 22/02/2024 ,Place : Office		 Captured		22/02/2024		LTI 22/02/2024	22/02/2024
Name	Photo	Finger Print	Signature										
Mr Kalidas Kiradoo, (Alias: Mr Kalidas Kiradu) Son of Late Shiv Narayan Kiradoo Executed by: Self, Date of Execution: 12/02/2024 , Admitted by: Self, Date of Admission: 22/02/2024 ,Place : Office		 Captured											
22/02/2024		LTI 22/02/2024	22/02/2024										
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Umesh Kiradu Son of Mr Kalidas Kiradu Executed by: Self, Date of Execution: 12/02/2024 , Admitted by: Self, Date of Admission: 22/02/2024 ,Place : Office </td> <td>  </td> <td>  Captured </td> <td>  </td> </tr> <tr> <td>22/02/2024</td> <td></td> <td>LTI 22/02/2024</td> <td>22/02/2024</td> </tr> </tbody> </table> 1, Goenka Lane Dhakka Party Opposite Shyam Sree Market, City:- Not Specified, P.O:- Kalakar Street, P.S:-Posta, District:-Kolkata, West Bengal, India, PIN:- 700007 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: asxxxxxx1c, Aadhaar No: 64xxxxxxxx4623, Status :Individual, Executed by: Self, Date of Execution: 12/02/2024 , Admitted by: Self, Date of Admission: 22/02/2024 ,Place : Office	Name	Photo	Finger Print	Signature	Mr Umesh Kiradu Son of Mr Kalidas Kiradu Executed by: Self, Date of Execution: 12/02/2024 , Admitted by: Self, Date of Admission: 22/02/2024 ,Place : Office		 Captured		22/02/2024		LTI 22/02/2024	22/02/2024
Name	Photo	Finger Print	Signature										
Mr Umesh Kiradu Son of Mr Kalidas Kiradu Executed by: Self, Date of Execution: 12/02/2024 , Admitted by: Self, Date of Admission: 22/02/2024 ,Place : Office		 Captured											
22/02/2024		LTI 22/02/2024	22/02/2024										
3	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Anant Kumar Kiradoo Son of Mr Kalidas Kiradoo Executed by: Self, Date of Execution: 12/02/2024 , Admitted by: Self, Date of Admission: 22/02/2024 ,Place : Office </td> <td>  </td> <td>  Captured </td> <td>  </td> </tr> <tr> <td>22/02/2024</td> <td></td> <td>LTI 22/02/2024</td> <td>22/02/2024</td> </tr> </tbody> </table> 1, Shiv Tolla Street(dhakka Patty) Opposite Shyam Sree Market, City:- Not Specified, P.O:- Kalakar Street, P.S:-Posta, District:-Kolkata, West Bengal, India, PIN:- 700007 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: asxxxxxx0d, Aadhaar No: 87xxxxxxxx0495, Status :Individual, Executed by: Self, Date of Execution: 12/02/2024 , Admitted by: Self, Date of Admission: 22/02/2024 ,Place : Office	Name	Photo	Finger Print	Signature	Mr Anant Kumar Kiradoo Son of Mr Kalidas Kiradoo Executed by: Self, Date of Execution: 12/02/2024 , Admitted by: Self, Date of Admission: 22/02/2024 ,Place : Office		 Captured		22/02/2024		LTI 22/02/2024	22/02/2024
Name	Photo	Finger Print	Signature										
Mr Anant Kumar Kiradoo Son of Mr Kalidas Kiradoo Executed by: Self, Date of Execution: 12/02/2024 , Admitted by: Self, Date of Admission: 22/02/2024 ,Place : Office		 Captured											
22/02/2024		LTI 22/02/2024	22/02/2024										

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Skyhill Projects Private Limited 35/1 Bangur Avenue, Block- D., City:- Not Specified, P.O:- Bangur, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700055 , PAN No.:: abxxxxxx8f,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr><tr><td>Mr Dipak Kumar Bajaj (Presentant) Son of Late Ramprasad Bajaj Date of Execution - 12/02/2024, , Admitted by: Self, Date of Admission: 22/02/2024, Place of Admission of Execution: Office</td><td> Feb 22 2024 12:19PM</td><td> Captured L1: 22022024</td><td> 22022024</td></tr></table>	Name	Photo	Finger Print	Signature	Mr Dipak Kumar Bajaj (Presentant) Son of Late Ramprasad Bajaj Date of Execution - 12/02/2024, , Admitted by: Self, Date of Admission: 22/02/2024, Place of Admission of Execution: Office	 Feb 22 2024 12:19PM	 Captured L1: 22022024	 22022024
Name	Photo	Finger Print	Signature						
Mr Dipak Kumar Bajaj (Presentant) Son of Late Ramprasad Bajaj Date of Execution - 12/02/2024, , Admitted by: Self, Date of Admission: 22/02/2024, Place of Admission of Execution: Office	 Feb 22 2024 12:19PM	 Captured L1: 22022024	 22022024						
35/1 Bangur Avenue, Block D, City:- Not Specified, P.O:- Bangur, P.S:-Lake Town, District:-North 24- Parganas, West Bengal, India, PIN:- 700055, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: adxxxxxx5j, Aadhaar No: 79xxxxxxxx1890 Status : Representative, Representative of : Skyhill Projects Private Limited (as DIRECTOR)									

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Santosh Raut Son of Mr A Raut 8 Old Post Office Street,, City:- Not Specified, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001		 Captured	
	22/02/2024	22/02/2024	22/02/2024

Identifier Of Mr Kalidas Kiradoo, Mr Umesh Kiradu, Mr Anant Kumar Kiradoo, Mr Dipak Kumar Bajaj

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Kalidas Kiradoo	Skyhill Projects Private Limited-2.19007 Dec
2	Mr Umesh Kiradu	Skyhill Projects Private Limited-2.19007 Dec
3	Mr Anant Kumar Kiradoo	Skyhill Projects Private Limited-2.19007 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Kalidas Kiradoo	Skyhill Projects Private Limited-1354.00000000 Sq Ft
2	Mr Umesh Kiradu	Skyhill Projects Private Limited-1354.00000000 Sq Ft
3	Mr Anant Kumar Kiradoo	Skyhill Projects Private Limited-1354.00000000 Sq Ft

Endorsement For Deed Number : I - 190301226 / 2024

On 22-02-2024

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)
Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)
Presented for registration at 11:57 hrs on 22-02-2024, at the Office of the A.R.A. - III KOLKATA by Mr Dipak Kumar Bajaj .

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 1,70,91,258/-

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

Execution is admitted on 22/02/2024 by 1. Mr Kalidas Kiradoo, Alias Mr Kalidas Kiradu, Son of Late Shiv Narayan Kiradoo, 1, Goenka Lane Dhakka Party Opposite Shyam Sree Market, P.O: Kalakar Street, Thana: Posta, Kolkata, WEST BENGAL, India, PIN - 700007, by caste Hindu, by Profession Business, 2. Mr Umesh Kiradu, Son of Mr Kalidas Kiradu, 1, Goenka Lane Dhakka Party Opposite Shyam Sree Market, P.O: Kalakar Street, Thana: Posta, Kolkata, WEST BENGAL, India, PIN - 700007, by caste Hindu, by Profession Business, 3. Mr Anant Kumar Kiradoo, Son of Mr Kalidas Kiradoo, 1, Shiv Tolla Street(dhakka Patty) Opposite Shyam Sree Market, P.O: Kalakar Street, Thana: Posta, Kolkata, WEST BENGAL, India, PIN - 700007, by caste Hindu, by Profession Business
Indetified by Mr Santosh Raut, ., Son of Mr A Raut, 8 Old Post Office Street,, P.O: GPO, Thana: Hare Street, 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 22-02-2024 by Mr Dipak Kumar Bajaj, DIRECTOR, Skyhill Projects Private Limited, 35/1 Bangur Avenue, Block- D,, City:- Not Specified, P.O:- Bangur, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700055

Indetified by Mr Santosh Raut, ., Son of Mr A Raut, 8 Old Post Office Street,, P.O: GPO, Thana: Hare Street, 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 27,105.00/- (B = Rs 27,000.00/-, E = Rs 21.00/-, I = Rs 55.00/-, M(a) = Rs 25.00/-, M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 27,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 12/02/2024 1:02PM with Govt. Ref. No: 192023240381395818 on 12-02-2024, Amount Rs: 27,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 5919013555619 on 12-02-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 40,011/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 257332, Amount: Rs.10.00/-, Date of Purchase: 08/02/2024, Vendor name: SURANJAN MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 12/02/2024 1:02PM with Govt. Ref. No: 192023240381395818 on 12-02-2024, Amount Rs: 40,011/-, Bank: SBI EPay (SBIEPay), Ref. No. 5919013555619 on 12-02-2024, Head of Account 0030-02-103-003-02



Samar Kumar Pramanick
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2024, Page from 47995 to 48041

being No 190301226 for the year 2024.



Digitally signed by SAMAR KUMAR PRAMANICK
Date: 2024.02.29 13:16:00 +05.30
Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 29/02/2024
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.