
DATED THIS 27th DAY OF APRIL 2024

BETWEEN

SAKHI PALACE LLP OWNER

AND

SKYHILL TOWERS PRIVATE LIMITED DEVELOPER

DEVELOPMENT AGREEMENT

NISHANT KR. SARAF ADVOCATES

8, OLD POST OFFICE STREET,
2ND FLOOR, KOLKATA 700 001.

Phone: (033) 2262 3384

Email : nishantsaraf1976@gmail.com

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endorsement sheets attached to this document
are the part of this Document

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Additional Registrar
of Assurances II Kolkata



12.7 APR 2024

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made on this 27th day of APRIL, Two Thousand and Twenty - Four (2024).

BETWEEN

SAKHI PALACE LLP, (PAN: AEUFSS218Q), a Limited Liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at Plot 200, Block A, Bangur Avenue, Bangur, Kolkata 700055, Police Station Lake Town and Post Office- Bangur Avenue, represented by its designated partner MR. SANJAY BAGARIA, son of Ram Gopal Bagaria, (PAN: ADVPB4070D), (Aadhaar No. 9319 5152 9017), by Faith Hindu, by Occupation Business, by Nationality- Indian, hereinafter referred to as the "OWNER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office, administrators and assigns) of the ONE PART;

For SAKHI PALACE LLP

Partner

(SANJAY BAGARIA)

SKYHILL TOWERS PVT. LTD.

Nehal Tishya

Authorised Signatory/Director

40512

20 MAR 2024

No.....Rs. /- Date.....

Name:- B. C. LAHIRI

Advocate

Address:- Alipore Judge's Court, Kol-27
Alipore Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, Kol-27

Sender



5 J APR 2024

Registration of the document
is the duty of the Registrar
of Assurances II, Kolkata
and the Registrar of Assurances II, Kolkata
is responsible for the registration of the document



17/04/2024
SUBHANKAR DAS

AND

SKYHILL TOWERS PRIVATE LIMITED (having CIN: U70200WB2022PTC255513) and (PAN: ABICS9466Q) 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 Lake Town, Post Office Bangur, Kolkata – 700055, represented by one of its Director namely **Mr. Nehal Tulsyan** (PAN: BIPHT6447E) (Aadhar No. 5677 5882 7614) son of Ajay Kumar Tulsyan, residing at 105/1, Bidhannagar Road, Sun City Complex, Block-E, Police Station: Maniktala, Post Office Muchibazar, Kolkata- 700067, 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 Owner and the Developer are collectively referred to as the **“Parties”** and individually as the **“Party”**.

WHEREAS:

A. The Owner is seized and possessed of or otherwise well and sufficiently entitled to **All That** piece or parcel of land measuring about **2 (Two) Cottahs 14 (Fourteen) Chittacks 2 (Two) Sq. Ft.** little more or less along with two buildings lying and situated at being Plot No. 47 of Bangur Avenue, Block -'A' under Mouza - Shyamnagar, J.L. No. 32/20, (formerly Mouza - Krishnapur, J.L. No. 17) R.S. No. 180, Touzi No. 228 and 229, C.S. Plot No. 1278, Khatian No. 852 and 850, being municipal Holding No. 1884, under Ward No. 29 within the limits of South Dum Dum Municipality, Police Station Dum Dum, now Lake Town, District North 24 Parganas, West Bengal, Pin- 700055, 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 Owner herein morefully described in the **EIGHT SCHEDULE** hereinafter written.

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

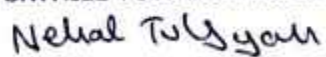
C. To ensure an integrated development the Owner herein have also approached the Developer for undertaking development of **Said Landas** described in the **First Schedule** and the Developer has agreed to develop **Said Land** on the terms and condition stated herein after;

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

For SAKHI FALACE LLP


Partner

SKYHILL TOWERS PVT. LTD.


Authorised Signatory/Director

ARTICLE I – DEFINITIONS

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

1.1 ADVOCATES – shall mean **Mr. 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 building sanction plan for construction of the building vide No. 1207 Dated 09.01.2024, obtained from the South Dum Dum Municipality and shall include modifications and/or additions and/or alterations thereto as may be necessary and/or required from time to time.

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.

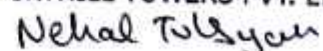
1.7 COMMON AREAS, FACILITIES AND AMENITIES – shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, Effluent Treatment Plant, Fire Fighting systems, 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

For SAKHI FALACE LLP


Partner

SKYHILL TOWERS PVT. LTD.



Authorised Signatory/Director

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

For SAKHI PALACE LLP



Partner

SKYHILL TOWERS PVT. LTD.

Nehal Talyan

Authorised Signatory/Director

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 3 Covered Car Parking in the Ground Floor, Flat "A" in the 1st Floor, **Entire Second, Third & Fourth 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 area in the Back side of the Gound Floor, Two Covered Car Parking in the Ground Floor, Flat "B" in the 1st Floor, **entire Fifth, 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 MARKETING - shall mean marketing, advertisement and promotion of the Project to be undertaken by the Developer.

1.18 OWNER & DEVELOPER - shall include their respective transferees.

For SAKHI FALACE LLP

Partner

SKYHILL TOWERS PVT. LTD.

Nehal Tulyan

Authorised Signatory/Director

1.19 **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.

1.20 **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.

1.21 **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.

1.22 **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.

1.23 **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.

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

1.25 **TITLE DEEDS** – shall mean the documents of title of the Owner in respect of the said Land mentioned in the **SEVENTH SCHEDULE** hereunder written.

1.26 **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.

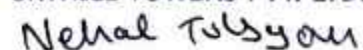
1.27 **TRANSFeree** - according to the context shall mean all the prospective or actual transferees who would agree to acquire or take on rent or lease or shall have acquired or taken on rent or lease any Unit in the Complex and for all unsold Unit and/or Units in the Owners' Allocation shall mean the Owners and for all unsold Unit and/or Units in the Developer's Allocation shall mean the Developer.

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

For SAKHI PALACE LLP


Partner

SKYHILL TOWERS PVT. LTD.



Authorised Signatory/Director

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

1.30 **"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.

1.31 **"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

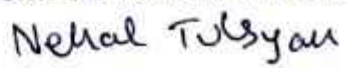
In this agreement save and except as otherwise expressly provided:-

- 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 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.

For SAKHI PALACE LLP


Partner

SKYHILL TOWERS PVT. LTD.


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ARTICLE III - TITLE INDEMNITIES AND REPRESENTATIONS

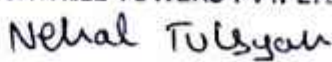
The Owner doth hereby declare and covenant with the Developer as follows:

- 3.1 That the Owner as the absolute Owner 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 Owner, 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 Owner to the knowledge of the Owner 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 Owner
- 3.5 The Owner has 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 Owner hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976 and the Owner 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.
- 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 Owner, 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 Owner shall be

For SAKHI FALACE LLP


Partner

SKYHILL TOWERS PVT. LTD.


Authorised Signatory/Director

responsible for obtaining permissions from the appropriate authorities for filling up the Tank/Doba if any situated on the said Land.

- 3.8 The Owner and the Developer both shall be responsible for any litigation related to the title of the Owner 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 Owner 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, lispendens, attachments and liabilities on the said Land/ or the Project nor shall the Owner do any act which may limit the Developer's sole and exclusive right to develop the said Land.
- 3.10 The Owner 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 Owner shall execute an 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 Owner 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. The Power of Attorney shall be revoked on the consent of both the parties.
- 3.12 The Owner 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.

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

- 3.14 The Developer has represented and warranted to the Owner that the Developer is carrying on business of construction and development of real estate and have sufficient infrastructure and expertise in this field.

For SAKHI PALACE LLP



Partner

SKYHILL TOWERS PVT. LTD.

Nehal Tulsyan

Authorised Signatory/Director

- 3.15 The Developer hereby undertakes to indemnify and keep indemnified the Owner 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.
- 3.16 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 delivery of physical possession of the Said Land to the Developer ("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 Owner 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 Owner 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 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 Owner 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,

For SAKHI FALACE LLP



Partner

SKYHILL TOWERS PVT. LTD.

Nehal Tulsyan

Authorised Signatory/Director

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 Owner 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 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 Owner 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 Owner) 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 Owner 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.

5.11 The Developer shall have right to modify the Sanction Plan as per its requirement and intimating the same to the Owner.

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 SAKHI PALACE LLP


Partner

SKYHILL TOWERS PVT. LTD.



Authorised Signatory/Director

ARTICLE VI - TITLE DEEDS

6.1 At the time of execution of this Agreement, the Owner shall hand over all the original title deeds in respect of the said Land against issuance of proper receipts by keeping it deposited with the Developer till completion of Project. The Developer shall produce the Title Deeds to the Owner when the Owner request the Developer for verification. 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 Owner 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 Ownershall, sign and execute all papers, documents, declarations, affidavits and other documentations required for modification of sanction plan and construction as and when required by the Developer on the request being made and the documents being made available to the Owner, if the Attorney holder is unavailable for the signing.

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 Owner's Allocation in favour of the Owner 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 Owner and/or their nominees.

ARTICLE VII - POSSESSION

7.1 Simultaneously with the execution of this Agreement, the Owner have allowed the Developer exclusive 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.,

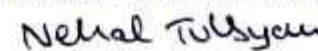
7.2 Upon sanction of the Building Plan, the Owner shall allow the Developer to commence and carry out and complete the construction of the proposed building on behalf of the Owner and the Developer as per the terms and conditions and as per the specifications as set out in these presents. All costs,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

7.3 The Owner 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. However the construction should be completed within 18 months and 6 months Grace Period from

For SAKHI FALACE LLP


Partner

SKYHILL TOWERS PVT. LTD.


Authorised Signatory/Director

the date of execution of the Development Agreement and Power of Attorney. During such period the Owner 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 Owner 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 Owner and shall be entitled to be in occupation of the said Land as and by way of an exclusive licensee of the Owner 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 Owner Allocation, in the proposed building is handed over to the Owner.

7.5 The Developer hereby undertakes and agrees to pay the Municipal tax, water and all other taxes as being paid by the Owner presently, from the time of its obtaining vacant possession of the said Land under this Agreement till the completion of the Project. The Owner 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 Owner and in this regard the Owner shall keep the Developer saved, harmless and indemnified against all such cost, charges and expenses.

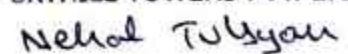
ARTICLE VIII -SPACE ALLOCATION:

- 8.1 The Developer shall be entitled to takeover Developer's Allocation and is hereby allotted the Developer's Allocation and the Owner shall be entitled to takeover Owner's Allocation and are hereby allotted the Owners' Allocation.
- 8.2 In marketing the said project, name and logo of the Developer will figure in all marketing materials.
- 8.3 The Developer shall also make over possession of the separate allocated area of the Owner, subject however to the Owner fulfilling its obligations as provided herein.
- 8.4 The Owner 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.
- 8.5 The Developer and Owner shall execute and register with the appropriate registering authorities Deeds of Conveyance or other document for

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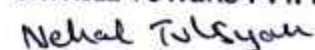
transferring and/or demising of any saleable space in the New Buildings as aforesaid unto and in favour of the intending purchasers/transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchasers/transferees as the case may be. For separate developer's allocations, the Owner 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.

- 8.6 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, 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 Owner and the parties hereby undertake to each other that neither of them shall deviate from the such restrictions stipulations, covenants, terms and conditions.
- 8.7 The Owner 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.
- 8.8 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 **FOURTHSCHEDULE** hereunder written for the Units to be acquired. If certain parts of Owner's allocation are retained by Owner then Owner will pay EDC as above to the Developers.
- 8.9 Extras and Deposits (EDC) shall be realized solely by the Developer from all the proposed buyers of the transferable areas including Owner Allocation.
- 8.10 As and from the date of service of notice of possession and/or the date from which the owner and the Developer mutually agreed for the transfer of possession of the Owner's allocation to the Owner, from such date of transfer of possession, the Owner 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,

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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.

- 8.11 Upon transfer of any part of the Owners Allocation in the building, the Owner 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.
- 8.12 If the Owner 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 Owner shall be liable to pay interest on the outstanding 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 Owner 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 Owner 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

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as may be applicable for allocation of the Owner' Allocation in terms of the Agreement shall be entirely on account of the Owner.

- 9.6 That the Developer shall obtain the completion certificate at its own cost.

ARTICLE X - OBLIGATIONS OF OWNER:

- 10.1 The Owner undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the said Land.
- 10.2 The Owner undertakes 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 Owner 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 Owner undertakes to obtain necessary permissions and clearances required under the Urban Land Ceiling Act and the West Bengal Land Reforms Act.
- 10.5 The Owner shall not do any act, deed or thing whereby the Developer may be rightfully prevented from discharging their functions under this Agreement.
- 10.6 The Owner hereby covenants not to cause any wrongful interference or hindrance in the construction and development of the Project.
- 10.7 The Owner hereby covenants 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 Owner hereby agrees and covenants 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:

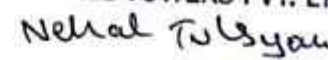
11.1 To enable the Developer to specifically perform its obligations arising out of this Agreement, the Owner hereby nominates, constitutes, appoints the Developer and persons nominated by the Developer to be the true and lawful attorneys of the Owner, to do, execute and perform all or any of the following 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

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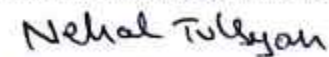
New Buildings in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.

- 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 Owner and required for the construction of the New Buildings but in no circumstances the Owner 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 Owner 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 / Deed of Conveyance / lease / rent of the Developer's Allocation along with 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 along with 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.

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- k) To accept any service of writ of summons or other legal process on behalf of and in the name of the Owner 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 such purpose to appoint any Solicitor, Advocate, Lawyer in the name and on behalf of the Owner 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.
- l) 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 Owner could do in person.

11.2 The Owner 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 Owner shall grant to the Developer and/or its nominees a registered Development Power of Attorney for the purpose of doing all acts required for the Project simultaneously on execution of this Agreement and the costs on account thereof shall be borne by the Developer.

11.4 Notwithstanding grant of the aforesaid Development Power of Attorney, the Owner 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:

- 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 Units under the Developers Allocation 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 Developer shall have representations from the Developer only. All decisions of the Developer shall be approved by the representatives of the

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Developer. The Developer shall meet at such intervals and on such occasions as may be mutually decided by the Parties.

- 12.3 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 the Developer Allocation.
- 12.4 All agreements with the intending buyers shall be entered into by the Developer for themselves as well as the constituted attorney of the Owner and the Owner shall grant such power to the Developer in the Power of Attorney to be executed in favour of the Developer by the Owner only for the Developers Allocation.

ARTICLE XIII- DEPOSIT

The Developer shall pay to the Owner a total deposit amount of **Rs. 30,00,000/- (Rupees Thirty Lacs)** only as adjustable/refundable security deposit which will be refunded by the Owner at the time of receiving its allocation and/or Completion Certificate in the project.

ARTICLE XIV - TIME FOR COMPLETION

The Developer shall endeavor to complete the Project within a period of 18 (Eighteen) Months with a further grace period of 6 (Six) months from the date all of execution of the Development Agreement and the Power of Attorney, subject to Force Majeure Events, Pandemic situation, and there being change in the applicable laws, building regulations, West Bengal building byelaws, 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 Owner in accordance with clause 8.7 above for taking over possession of the same (possession notice). On receipt of such notice the Owner shall within 15 (Fifteen) days thereafter take over possession of Owner's Allocation.

15.2 On and from the date of expiry of the possession notice (Possession Date), the Owner 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.

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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 Owner 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 therefor (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 Owner saved, harmless and indemnified of from and against any and all loss, damage or liability (whether

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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 Owner and the Developer shall indemnify from and against any and all loss, damage or liability (whether criminal or civil) 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 Owner 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 Owner 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.

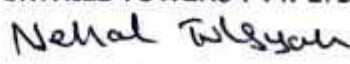
18.4 All the Agreements and the Deeds of Conveyance shall be as per a standard format to be drafted by the Developer's Advocates and Solicitors.

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

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other documents may be required to be signed or made by the Owners to which no specific provisions have been made herein, the Owner 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 Owner and by giving prior information.

18.6 Any notice required to be given by the Owner 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 Owner. 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 Owner if delivered by hand or sent by prepaid paid registered post and shall be deemed to have been served on the Owner by the Developer.

Provided that serving of notice by the Developer to any one of the Owner shall be deemed to be serving of valid notice to all the Owner and vice versa

18.7 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner 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 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 Owner 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

For SAKHI FALACE LLP



Partner

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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, Owner 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. Owner 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 Owner appointing the Developer as its Constituted Attorney, the Owner 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.

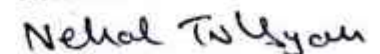
18.16 In the event of extension of the Project to further phases, the common facilities and infrastructure, ingress and egress shall be shared and made available to the Developer and/or ultimate transferees.

ARTICLE XIX-DISPUTE RESOLUTION

For SAKHI FALACE LLP


Partner

SKYHILL TOWERS PVT. LTD.


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- 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 Owner 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 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.
- 19.4 No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party.
- 19.5 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.
- 19.6 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 authorized representative of the waiving Party.
- 19.7 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

For SAKHI FALACE LLP

Partner

SKYHILL TOWERS PVT. LTD.

Nehal Tulsyan

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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 piece or parcel of land measuring about **2 (Two) Cottah, 14 (Fourteen) Chittack and 2 (Two) Sq. Ft.** little more or less along with two buildings one Two storied building measuring about 860 Sq. Ft. more or less on the ground floor and 860 Sq. Ft. more or less on the first floor, totaling 1720 Sq. Ft. And another four storied building measuring about 393 Sq. ft. more or less on the ground floor and 382 Sq. ft. more or less on the first floor and 1082 sq. ft. more or less on the second floor and 393 sq. ft. more or less on the third floor total measuring 2250 Sq. Ft. lying and situated at being Plot No. 47 of Bangur Avenue, Block -'A', being Municipal Holding no. 1884, under Ward No. 29 within the limits of South Dum Dum Municipality, under Mouza - Shyamnagar, J.L. No. 32/20, (formerly Mouza - Krishnapur, J.L. No. 17) R.S. No. 180, Touzi No. 228 and 229, C.S. Plot No. 1278, Khatian No. 852 and 850, Police Station Dum Dum, now Lake Town, District North 24 Parganas, West Bengal, Pin- 700055, which is shown in the plan annexed hereto and demarcated with colour "RED", butted and bounded as follows:

On the North : By Land of Other Plot;
On the South : By 20 ft. wide Road;
On the East : By Land of Other Plot;
On the West : By Land of Other Plot;

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

For SAKHI PALACE LLP

Partner

SKYHILL TOWERS PVT. LTD.

Nehal Tulyan

Authorised Signatory/Director

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:**

For SAKHI PALACE LLP

Partner

SKYHILL TOWERS PVT. LTD.

Nehal Tulgani

Authorised Signatory/Director

- **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 Three Covered Car Parking in the Ground Floor, Flat "A" on the 1st Floor, Entire Second, Third & Fourth 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 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 Back side of the Ground Floor, Two Covered Car Parking in the Ground Floor, Flat "B" on the 1st Floor, Entire Fifth, 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.

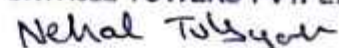
THE SIXTH SCHEDULE ABOVE REFERRED TO:
SPECIFICATIONS

- 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.

For SAKHI PALACE LLP


Partner

SKYHILL TOWERS PVT. LTD.



Authorised Signatory/Director

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.

For SAKHI FALACE LLP

Partner

SKYHILL TOWERS PVT. LTD.

Nehal Tolgyan

Authorised Signatory/Director

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.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:
TITLE DEEDS

1. Indenture dated 9th day of January, 1959 duly registered before Sub Registrar Cossipore Dum Dum and recorded in Book No. I, Volume No. 5, Pages 253 to 259, Being no. 142 for the year 1959,
2. Registered Deed of Conveyance dated 18.07.2023, which was registered before the A.D.S.R Bidhannagar and recorded in Book No. I, Volume No. 1504-2023, Pages from 73102 to 73131, Being No. 1816 for the year 2023,

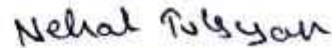
THE EIGHTH SCHEDULE ABOVE REFERRED TO:
TITLE OF THE OWNER

- 1) By an Indenture dated 9th day of January, 1959 duly registered before Sub Registrar Cossipore Dum Dum and recorded in Book No. I, Volume No. 5, Pages 253 to 259, Being no. 142 for the year 1959, the Amalgamated Development Limited had sold, transferred and conveyed All That the piece and parcel of land measuring about 2 (Two) Cottahs, 12 (Twelve) Chittacks and 2 (Two) Sq. Ft. little more or less lying and situated at being Plot No. 47 of Bangur Avenue, Block - 'A' under Mouza - Krishnapore, J.L. No. 17, R.S. No. 180, Touzi No. 228 and 229, C.S. Plot No. 1278, Khatian No. 852 within the limits of South Dum Dum Municipality, Police Station Dum Dum, now Lake Town, District 24 Parganas now North 24 Parganas to Sri Bijoy Mohan Chowdhury son of Kishori Mohan Chowdhury for the valuable consideration mentioned therein free from all sorts of encumbrances.
- 2) By the above said purchase said Sri Bijoy Mohan Chowdhury became the sole and absolute owner and seized and possessed of/or otherwise well sufficiently entitled to inter-alia All That piece and parcel of land measuring about 2 (two) Cottah, 12 (twelve) Chittacks and 2 (two) Sq. Ft. but as per physical measurement 2 (Two) Cottah, 14 (Fourteen) Chittacks and 2 (Two) Sq. Ft. little more or less lying and situated at being Plot No. 47 of Bangur Avenue, Block - 'A' under Mouza - Krishnapore, J.L. No. 17, R.S. No. 180, Touzi No. 228 and 229, C.S. Plot No. 1278, Khatian No. 852 within the limits of South Dum Dum Municipality, Police Station - Dum Dum, now Lake Town, District 24 Parganas now North 24

For SAKHI PALACE LLP


Partner

SKYHILL TOWERS PVT. LTD.



Authorised Signatory/Director

Parganas (the Said Plot) and enjoying the right title and interest thereof free from all sorts of encumbrances.

- 3) Said Bijoy Mohan Chowdhury recorded his name in respect of the Said Plot before South Dum Dum Municipality and being Holding No. 1050, Bangur Avenue, under Ward No. 29, Kolkata - 700055 and paid rates and taxes regularly to the concerned authority and constructed the building in the said Plot.
- 4) Said Bijoy Mohan Chowdhury died testate on 26.07.1979 by executing a Will dated 03.01.1974 (Said Will) in favour of his daughter-in-law Kundasree Chowdhury wife of Dilip Chowdhury in respect of the said Plot & building and after demise of Bijoy Mohan Chowdhury the said Kundasree Chowdhury obtained a Letter of Administration dated 30.11.1998 in respect of the Said Will from the District Judge of North 24 Parganas, Barasat vide Misc Case No. 476 of 1997.
- 5) By the above said manner said Kundasree Chowdhury, wife of Dilip Chowdhury became the sole and absolute owner of **All That** piece or parcel of land measuring about 2 (two) Cottah, 14 (fourteen) Chittacks and 2 (two) Sq. Ft. little more or less along with two buildings one two storied building measuring about 860 Sq. ft. more or less on the ground floor and 860 sq. ft. more or less on the first floor totaling 1720 Sq. Ft. and another Four storied building measuring about 393 Sq. ft. more or less on the ground floor and 382 sq. ft. more or less on the first floor and 1082 sq. ft. more or less on the second floor and 393 sq. ft. more or less on the third floor totaling measuring 2250 Sq. Ft. lying and situated at being Plot No. 47 of Bangur Avenue, Block -'A' under Mouza - Shyamnagar, J.L. No. 32/20, (formerly Mouza - Krishnapur, J.L. No 17) R.S. No. 180, Touzi No. 228 and 229, C.S. Plot No. 1278, Khatian No. 852 and 850, being municipal Holding no. 1050, Bangur Avenue, under Ward No. 29 within the limits of South Dum Dum Municipality, Police Station Dum Dum, now Lake Town, District North 24 Parganas, and enjoying the right, title and interest thereof free from all sorts of encumbrances, herein after referred to as the "**Said Land**".
- 6) Said Kundasree Chowdhury recorded her name in respect of the **Said Land** before South Dum Dum Municipality under Municipal Holding no. 1884, Bangur Avenue, under Ward No. 29 within the limits of South Dum Dum Municipality, Police Station - Dum Dum, now Lake Town, District North 24 Parganas, Kolkata - 700 055 and pay rates and taxes regularly before the concern authority.
- 7) By a registered Deed of Conveyance dated 18.07.2023, which was registered before the A.D.S.R Bidhannagar and recorded in Book No. I, Volume No. 1504-2023, Pages from 73102 to 73131, Being No. 1816 for the year 2023, the said Kundasree Chowdhury sold, transferred and conveyed **All That** the **Said Land** in favour of the **Yash Kansal** for the consideration mentioned therein, free from all encumbrances.
- 8) By a registered Deed of Conveyance dated 12.03.2024, which was registered before the A.R.A-II, Kolkata and recorded in Book No. I, Being No. 3411 for the

For SAKHI FALACE LLP

Partner

SKYHILL TOWERS PVT. L.

Nehal Tulyan

Authorised Signatory/Director

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

For SAKHI FALACE LLP

1. Mamij Choudhary
333, Santa Polly Green Park
1401-55

Partner

2. Sanjeet Mahato

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

Witness:

1. APUgra mally
8,000/Pass Office
9 Arret per - 1

SKYHILL TOWERS PVT. LTD.

Nehal Talyan
Authorised Signatory/Director

2. Sangeet Morhe to

Drafted by me, *Nishant Kr. Saraf*
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. 30,00,000/- (Rupees Thirty Lacs) Only** towards the Security Deposit in the manner mentioned below:

By several RTGS and NEFT from the IDFC First Bank, Lake Town Branch	Rs. 30,00,000/-
--	-----------------

(Rupees ThirtyLacs) Only

WITNESSES:

1. *May chandly*
333, Santa Pally Green Park
Kol-55
2. *Sanjeet Mahato*
8, old Post Office
Street Kol - I

For SAKHI PALACE LLP

✓ 
Partner

Signature of the Owner

SKYHILL TOWERS PVT. LTD.

Nehal Tulgani
Authorised Signatory/Director



For SAKHI FALACE LLP

Partner

SITE PLAN
SCALE - 1:100

SKYHILL TOWERS PVT. LTD.

Nehal Tulsyan
Authorised Signatory/Director

SPECIMEN FORM FOR TEN FINGERPRINTS



(SANJAY BAHARIA)

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Nehal Tolgyan

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



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



192024250029506138

GRN Details

GRN:	192024250029506138	Payment Mode:	SBI Epay
GRN Date:	27/04/2024 09:48:49	Bank/Gateway:	SBIePay Payment Gateway
BRN :	6174979888429	BRN Date:	27/04/2024 09:50:08
Gateway Ref ID:	411867473025	Method:	State Bank of India UPI
GRIPS Payment ID:	270420242002950612	Payment Init. Date:	27/04/2024 09:48:49
Payment Status:	Successful	Payment Ref. No:	2000922251/1/2024

[Query No**/Query Year]

Depositor Details

Depositor's Name: Mr Nehal Tulsyan
Address: 105/1, Bidhannagar Road, Suncity Complex, Block-e, Kolkata, P.O:- Muchibazar, P.S:-Maniktala, District:-Kolkata, West Bengal, India, PIN:- 700067
Mobile: 9875315117
EMail: satbirmahato@gmail.com
Period From (dd/mm/yyyy): 27/04/2024
Period To (dd/mm/yyyy): 27/04/2024
Payment Ref ID: 2000922251/1/2024
Dept Ref ID/DRN: 2000922251/1/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000922251/1/2024	Property Registration- Stamp duty	0030-02-103-003-02	20011
2	2000922251/1/2024	Property Registration- Registration Fees	0030-03-104-001-16	30021
Total				50032

IN WORDS: FIFTY THOUSAND THIRTY TWO ONLY.



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



270420242002950612

GRIPS Payment Detail

GRIPS Payment ID:	270420242002950612	Payment Init. Date:	27/04/2024 09:48:49
Total Amount:	50032	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	6174979888429	BRN Date:	27/04/2024 09:50:08
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr Nehal Tulsyan
Mobile: 9875315117

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250029506138	Directorate of Registration & Stamp Revenue	50032
Total			50032

IN WORDS: FIFTY 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-1902-05450/2024	Date of Registration	27/04/2024
Query No / Year	1902-2000922251/2024	Office where deed is registered	
Query Date	13/04/2024 1:38:08 PM	A R A - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SANTOSH RAUT NISHANT KR. SARAF ADVOCATES, 8,old Post Office Street, Kolkata,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8240280324, 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 : 30,00,000/-]		
Set Forth value	Market Value		
-	Rs. 1,25,21,749/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,111/- (Article:48(g))	Rs. 30,105/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P S:- Lake Town, Municipality, SOUTH DUM DUM, Road: Bangur Avenue, Block-A, Mouza: ShyamNagar, Premises No: 47, , Ward No: 029 JI No: 32, Pin Code : 700055

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-47 (RS :-)		Bastu	Bastu	2 Katha 14 Chatak 2 Sq Ft		98,41,999/-	Width of Approach Road: 20 Ft., ,Last Reference Deed No :1504-I -01816-2023
Grand Total :					4.7483Dec	0 /-	98,41,999 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1720 Sq Ft.	0/-	11,61,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 860 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No 1, Area of floor : 860 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					

S2	On Land L1	2250 Sq Ft.	0/-	15,18,750/-	Structure Type: Structure
Gr. Floor, Area of floor : 393 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 382 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 2, Area of floor : 1082 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 3, Area of floor : 393 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		3970 sq ft	0 /-	26,79,750 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SAKHI PALACE LLP Plot 200, Block A, Bangur Avenue, Kolkata, City:- Not Specified, P.O:- Bangur Avenue, P.S:-Lake Town, District:- North 24-Parganas, West Bengal, India, PIN:- 700055 , PAN No.: AExxxxxx8Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SKYHILL TOWERS PRIVATE LIMITED 35/1, BANGUR AVENUE, BLOCK-D, KOLKATA, City:- Not Specified, P.O:- Bangur Avenue, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700055 , PAN No.: ABxxxxxx6Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Representative Details :				
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Sanjay Bagaria Son of Ram Gopal Bagaria Date of Execution - 27/04/2024, , Admitted by: Self, Date of Admission: 27/04/2024, Place of Admission of Execution: Office	 Apr 27 2024 3:03PM	 Captured LTI 27/04/2024	 27/04/2024
Plot 200, Block A, Bangur Avenue, City:- Not Specified, P.O:- Bangur Avenue, 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.: adxxxxxx0d, Aadhaar No: 93xxxxxxxx9017 Status : Representative, Representative of : SAKHI PALACE LLP (as DESIGNATED PARTNER)				

Name	Photo	Finger Print	Signature
Mr NEHAL TULSYAN (Presentant) Son of AJAY KUMAR TULSYAN Date of Execution - 27/04/2024, , Admitted by: Self, Date of Admission: 27/04/2024, Place of Admission of Execution: Office		 Captured	
105/1, Bidhannagar Road, Suncity Complex, Block-e, Kolkata, City:- Not Specified, P.O:- Muchibazar, P.S:-Maniktala, District:-Kolkata, West Bengal, India, PIN:- 700067, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: Bxxxxxx7E, Aadhaar No: 56xxxxxxxx7614 Status : Representative, Representative of : SKYHILL TOWERS PRIVATE LIMITED (as DIRECTOR)	Apr 27 2024 3:04PM	LTI 27/04/2024	27/04/2024

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Santosh Raut Son of Mr A Raut 8, Old Post Office Street, City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001		 Captured	
	27/04/2024	27/04/2024	27/04/2024

Identifier Of Mr Sanjay Bagaria, Mr NEHAL TULSYAN

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	SAKHI PALACE LLP	SKYHILL TOWERS PRIVATE LIMITED-4.74833 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	SAKHI PALACE LLP	SKYHILL TOWERS PRIVATE MASKED Sq Ft
Transfer of property for S2		
Sl.No	From	To. with area (Name-Area)
1	SAKHI PALACE LLP	SKYHILL TOWERS PRIVATE MASKED Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S.- Lake Town, Municipality: SOUTH DUM DUM, Road: Bangur Avenue, Block-A,
 Mouza: ShyamNagar, Premises No. 47, , Ward No. 029 JI No. 32, Pin Code : 700055

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 47		Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 190205450 / 2024

On 27-04-2024

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 11:12 hrs on 27-04-2024, at the Office of the A.R.A. - II KOLKATA by Mr NEHAL TULSYAN .

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 1,25,21,749/-.

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

Execution is admitted on 27-04-2024 by Mr Sanjay Bagaria, DESIGNATED PARTNER, SAKHI PALACE LLP, Plot 200, Block A, Bangur Avenue, Kolkata, City:- Not Specified, P.O:- Bangur Avenue, 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: G P O, Thana: Hare Street, . City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 27-04-2024 by Mr NEHAL TULSYAN, DIRECTOR, SKYHILL TOWERS PRIVATE LIMITED, 35/1, BANGUR AVENUE, BLOCK-D, KOLKATA, City:- Not Specified, P.O:- Bangur Avenue, 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: G P O, Thana: Hare Street, . City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 30,105.00/- (B = Rs 30,000.00/- ,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 30,021/-.

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/04/2024 9:50AM with Govt. Ref No 192024250029506138 on 27-04-2024, Amount Rs: 30,021/-, Bank: SBI EPay (SBlePay), Ref. No. 6174979888429 on 27-04-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 20,011/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 40512, Amount: Rs. 100.00/-, Date of Purchase: 20/03/2024, Vendor name: S Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/04/2024 9:50AM with Govt. Ref No: 192024250029506138 on 27-04-2024, Amount Rs: 20,011/-, Bank: SBI EPay (SBlePay), Ref. No. 6174979888429 on 27-04-2024, Head of Account 0030-02-103-003-02

hrg
Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2024, Page from 248885 to 248927
being No 190205450 for the year 2024.



Digitally signed by SATYAJIT BISWAS
Date: 2024.05.16 11:39:08 +05:30
Reason: Digital Signing of Deed.

(Satyajit Biswas) 16/05/2024

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - II KOLKATA

West Bengal.

DATED THIS 27th DAY OF APRIL 2024

BETWEEN

SAKHI PALACE LLP OWNER

AND

SKYHILL TOWERS PRIVATE LIMITED DEVELOPER

DEVELOPMENT AGREEMENT

NISHANT KR. SARAF ADVOCATES
8, OLD POST OFFICE STREET,
2ND FLOOR, KOLKATA 700 001.
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