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Certifies that the document as specified in registration and signature sheets and the endorsement is attached with the document and is a part of this document.

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*[Signature]*  
 District Sub-Registrar  
 Alipore, South 24 Parganas

**THIS DEVELOPMENT AGREEMENT** made this **11<sup>th</sup>** day of **October TWO THOUSAND AND TWENTY ONE BETWEEN**

Development Agreement

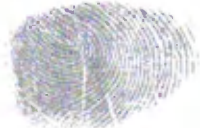
Development Agreement

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SAPI DAS (Advocate)  
ALIPORE POLICE STATION  
KOLKATA-700 015

*100*

*Sumit Kumar Singh*



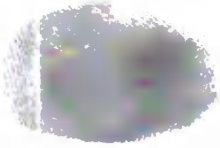
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PS GROUP REALTY PVT. LTD.

*Sumit Kumar Singh*  
Director / Authorized Signatory

*Shob*

INDUSURI GHOSH  
LICENSED STAMP VENDOR  
KOLKATA REGISTRATION OFFICE



*10983*

PS HOLDINGS PVT. LTD.

*Anshu Jais*  
Director / Authorized Signatory



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Skies Enclave LLP

*Sumit Kumar Singh*  
Partner / Authorized Signatory



DISTRICT STAMP REGISTRATION OFFICE  
KOLKATA

23 DEC 2021

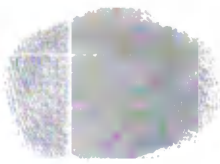
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**(1) PS GROUP REALTY PRIVATE LIMITED (PAN AABCP5390E)** a company having been incorporated in accordance with the provisions of the Companies Act 1956, as extended by the Companies Act 2013, having its registered office situated at No. 1002 E.M Bypass Road, Police Station – Pragati Maidan, Post Office – Dhapa, Kolkata – 700 105, represented by its Director **Mr. Surendra Kumar Dugar [Income Tax PAN ACUPD1317K] [Aadhar No. 8876 4445 8052] [ Mobile No. 98311 76210]**, son of late J M Dugar, working for gain at 1002 E.M Bypass Road, Police Station – Pragati Maidan, Post Office – Dhapa, Kolkata – 700 105 AND

**(2) RASHI HOLDINGS PVT. LTD. (PAN AABCR3440D)** a company having been incorporated in accordance with the provisions of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at `Anusuya', 3<sup>rd</sup> Floor, 62/7, Ballygunge Circular Road, Police Station- Ballygunge, Post Office - Ballygunge, Kolkata 700 019, represented by its Director **Mr. Abhishekh Jain [Income Tax PAN: AFRPJ2840P] [Aadhar No. 358306269955] [ Mobile No. 98304-78981]**, son of Sri Subhash Chand Barjatya, working for gain Anusuya', 3<sup>rd</sup> Floor, 62/7, Ballygunge Circular Road, Police Station- Ballygunge, Post Office - Ballygunge, Kolkata 700 019, hereinafter collectively referred to as **THE OWNERS** (which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include their respective successors in office/interest and assigns) of the **ONE PART**

**AND**

**SKIES ENCLAVE LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 1002, E M Bypass, Kolkata – 700 105, represented by its partners **(1) Mr. Surendra Kumar Dugar [Income Tax PAN ACUPD1317K] [Aadhar No. 8876 4445 8052] [ Mobile No. 98311 76210]**, son of late J M Dugar, working for gain at 1002 E.M Bypass Road, Police Station – Pragati Maidan, Post Office – Dhapa, Kolkata – 700 105 and **(2) Mr. Abhishekh Jain [Income Tax PAN: AFRPJ2840P]**

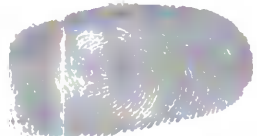


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**Skies Enclave LLP**

*Ashish Jain*

**Partner / Authorized Signatory**



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*Jaganmali Pandey*  
*S/o Gur ki Pandey*  
*Chowk (Nai Bloy)*  
*Gr. No 149*

DISTRICT SUB REGISTRAR  
SONAPATNA

23 DEC 2021

*Serial*

**[Aadhar No. 358306269955] [ Mobile No. 98304-78981]**, son of Sri Subhash Chand Barjatya, working for gain Anusuya', 3<sup>rd</sup> Floor, 62/7, Ballygunge Circular Road, Police Station- Ballygunge, Post Office - Ballygunge, Kolkata 700 019 hereinafter referred to as **THE DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the partners for the time being of the said partnership business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said partnership firm or such other persons and/or persons who may carry on the business of the said partnership firm and their respective heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART**.

**WHEREAS :**

- A. The Owners are the absolute and lawful owners of the property more fully described in **Part-I First Schedule** hereto which was purchased by the Owners (hereinafter referred to as "the said Premises").
- B. The particulars of the title of the said premises is more fully described in **Part – II of the First Schedule** hereto (hereinafter referred to as "the **Devolution of Title**").
- C. The Owners being desirous of causing the said Property to be developed have approached the Developer to undertake development of the said Property whereby it has been agreed by and between the parties hereto that the said Property will be undertaken for development by way of joint venture whereby the Owners will make available the said Property for the purpose of development and the Developer will bring in its skill, knowledge, expertise and also provide necessary finances for the purpose of undertaking development of the said Premises subject to the terms and conditions hereinafter appearing.
- D. The parties are desirous of recording the same, in writing





DISTRICT SUB-INSPECTOR  
SOUTH ZONE  
23 DEC 2021

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

**ARTICLE I – DEFINITIONS**

Unless in these presents there is something in the subject or context inconsistent therewith.

- 1.1 **ARCHITECT** - shall mean Agarwal & Agarwal or any person or persons or firm or firms appointed or nominated by the Developer as the Architect(s) of the building.
- 1.2 **BUILDING** - shall mean commercial building to be constructed as the plan approved by the Owners on the said premises and as per the prevailing market conditions and shall include the parking and other spaces intended or means for the enjoyment of the building.
- 1.3 **BUILDING PLAN** - shall mean the plans for construction of the commercial building duly approved by the Kolkata Municipal Corporation
- 1.4 **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, Fire Fighting systems and other facilities in the building, 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 building.
- 1.5 **COMMON EXPENSES** – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas,



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SOUTH MYSORE, ALIPORE  
23 DEC 2021



Facilities and Amenities and for rendition of common services in common to the intending buyers and all other expenses for the Common Purpose including those to be contributed, borne, paid and shared by the intending buyers Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

1.6 **CONSENTS** shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, completion use and occupation of the Development and the New Building and/or Buildings.

1.7 **COMMON PURPOSES** – shall mean and include the purpose of managing, maintaining and up keeping the Building as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the Co-transferees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Co-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.

1.8 **DEVELOPER** shall mean **SKIES ENCLAVE LLP.**

1.9 **DEVELOPER'S ALLOCATION** shall mean ALL THAT the 50% of the total saleable area of the new building comprised of several units including the car parking spaces TOGETHER WITH the undivided proportionate share in all common parts and portions including the roof as also the common facilities and amenities AND TOGETHER WITH the undivided proportionate share in the land comprised in the said premises attributable thereto and the same as provided in Article IX hereunder



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SOUTH 24 P.O.S., BANGALORE  
23 DEC 2024

- 1.10 **OWNERS' ALLOCATION** shall mean ALL THAT the 50% of the saleable area of the new building and the same comprised of several units including car parking spaces TOGETHER WITH the undivided proportionate share in all common parts and portions including the roof as also the common facilities and amenities AND TOGETHER WITH the undivided proportionate share in the land comprised in the said premises attributable thereto and the same as provided in IX hereunder.
- 1.11 **DEPOSITS** – shall mean the various amounts to be deposited by the various intending purchasers and the Owners to be ultimately made over and/or held by the Holding Organisation.
- 1.12 **JOINT VENTURE AGREEMENT** shall mean this agreement
- 1.13 **PLAN** shall mean the plan bearing No. 2020080052 dated 14/01/2021 which has been sanctioned by the authorities concerned for construction of Ground plus (G+7) new commercial building
- 1.14 **ADDITIONAL CONSTRUCTION** shall mean such further construction or constructions as may be permitted by Kolkata municipal Corporation consequent to modification of the Plan sanctioned by Kolkata municipal Corporation
- 1.15 **PREMISES** - shall mean the **Premises No 43A, Sarat Bose Road, Kolkata – 700 020** containing by admeasurement approx. **13 Cottahs 12 Chittacks and 43 sq.ft** (more fully and particularly mentioned and described in **Part-I of the FIRST SCHEDULE** hereunder written).
- 1.16 **ALLOCATION-** shall mean the saleable space and car parking space to be shared between the Owners and the Developer in the ratio as mentioned in the Developer's Allocation and Owner's Allocation.



DISTRICT SUPERVISOR  
SCHOOL DISTRICT NO. 1  
23 DEC 2024

- 1.17 **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.
- 1.18 **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-storeyed building to purchasers thereof although the same may not amount to a transfer in law.
- 1.19 **ULTIMATE BUYERS** shall mean the various persons acquiring the various Office spaces, constructed spaces and car parking spaces forming part of the development
- 1.18 **TRANSFeree** - shall mean a person to whom any space in the building has been transferred.
- 1.19 **MASCULINE GENDER** - shall include feminine gender and vice versa.
- 1.20 **SINGULAR NUMBER** - shall include plural number and vice versa.

## **ARTICLE II - TITLE INDEMNITIES AND REPRESENTATIONS**

- 2.1 At or before entering into this Agreement the Owners and each one of them have covenanted and assured the Developer as follows:
- i) THAT the Owners are the sole and absolute owners of the said Property and excepting the owners nobody else has any right title interest claim or demand into or upon the said Property or any part or portion thereof.



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SOUTH 24 PWS, ALAMEDA  
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- ii) THAT the said Property is free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever and the Owners have a marketable title in respect thereof save and except Title Suit No.72 of 2019 in the Court of the Learned 4<sup>th</sup> Civil Judge (Junior Division) at Alipore filed by the Tenant Mr. Shyam Mukherjee
- iii) THAT the Owners are in khas possession of the entirety of the said Property.
- iv) THAT there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976.
- v) THAT the various structures, sheds and building constructed at the said property are in existence for the last more than 50 years.
- vi) THAT no part or portion of the said Property is subject to any notice of acquisition and/or requisition and/or road widening.
- vi) 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 premises or any part thereof nor any proceedings in respect thereof is pending nor any notice in respect of any such proceedings have been received or served on the Owners to the knowledge of the Owners.
- vii) THAT the Owners are legally competent to enter into this agreement
- viii) THAT the Owners are not carrying on any manufacturing activities on and from the said Property

2.2 Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has agreed to enter into this agreement and to part with the amounts as hereinafter stated. It is hereby



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SOUTH 24 PARGANAS  
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made expressly clear that in the event of there being any defect in title, it shall be the obligation and responsibility of the Owners to remedy and/or cure the same at their own cost and shall keep the Developer and its partners and each one of them saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs.

### **ARTICLE III – COMMENCEMENT AND DURATION**

- 3.1 The Owners and the Developer had agreed for development of the said Property from 30th day of July 2021
- 3.2 Subject to what is hereinafter appearing this agreement shall remain in full force and effect until such time the said new building intended to be undertaken in terms of this agreement is fully completed in all respects.

### **ARTICLE IV – GRANT OF DEVELOPMENT RIGHT**

- 4.1 In consideration of the mutual covenants on the part of the Developer herein to be paid performed and observed and in further consideration of the Developer having agreed to undertake development of the said Property the Owners and each one of them have agreed to grant the exclusive right of development in respect of the said Property unto and in favor of the Developer herein to enable the Developer to undertake development of the said Property by constructing a new commercial building and/or buildings thereon in accordance with the plan sanctioned by the authorities concerned and in this regard the Developer is hereby authorized and shall be entitled to :



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SOUTH DISTRICT, BANGALORE

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- i) to obtain all consents approvals and/or permissions as may be necessary and/or required for undertaking development of the said Property
- ii) take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the premises or any adjoining or neighboring premises and which need to be diverted as a result of the Development.
- iii) install all electricity and other connections.
- iv) serve such notices and enter into such agreements with statutory undertakers or other companies as may be necessary to install the services.
- v) give all necessary or usual notices under any statute affecting the demolition and clearance of the premises and the development, give notices to all water, electricity and other statutory authorities as may be necessary in respect of development of the said Property and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the Owners indemnified from and against all costs charges claims actions suits and proceedings.
- vi) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.



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SOUTH DISTRICT, ALIFORE

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- vii) remain responsible for any accident and/or mishap taking place while undertaking construction and completion of the said new building and/or buildings in accordance with the said Plan sanctioned by authorities concerned and has agreed to keep the Owners and each one of them saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.
- viii) comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
- ix) comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipal and/or other authority or other authorities affecting the Property or its development.
- x) take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Property.
- xi) incur all costs charges and expenses for the purpose of constructing erecting and completing the said new building and/or buildings in accordance with the Plan sanctioned by the authorities concerned.
- xii) make proper provision for security of the said premises during the course of development.
- xiii) not to allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Premises or any part or portion thereof .



DISTRICT SUPERINTENDENT  
OFFICE OF DIST. S.D. OFFICE, ALIPORE

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- xiv) not to expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction erection and completion of the said Project.
- xv) to remain solely liable and/or responsible for all acts deeds matters and things for undertaking construction of the said new building and/or buildings in accordance with the Plan and to pay perform and observe all the terms conditions covenants and obligations on the part of the Developer to be paid performed and observed

#### **ARTICLE V – PLAN**

- 5.1 The Developer shall be entitled to alter and/or modify the said Plan based on the recommendation of the Architect for the purpose of optimizing the saleable area to comprise in the said New Building

#### **ARTICLE VI – SECURITY DEPOSIT**

- 6.1 The Owners hereby acknowledge that the Developer has kept a refundable security deposit with the Owners an aggregate sum of Rs. 20,00,000/- (Rupees Twenty lakhs only) (being Rs. 10,00,000/- to each of owner) (hereinafter referred to as the SECURITY DEPOSIT) (which amount the Owners and each one of them doth admit and acknowledge to have been received)



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SOUTH 24 PARGANAS, ALIPORE

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6.2 The said Security Deposit shall be held by the Owners free of interest and shall become refundable on completion of the new Building. The owners shall refund the entire security deposit amount refundable by them to the Developer simultaneously on getting the completion certificate.

### **ARTICLE VII - TITLE DEEDS**

7.1 Immediately after the execution of this Agreement, the Owners shall make it convenient for the Developer to have access to the original title deeds by keeping it deposited with the Owners Lawyer and Advocates at Kolkata.

7.2 The Developer or its nominee or nominees or the transferees of Owners and the Developer shall be entitled for inspection of the title deeds.

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

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

7.5 The owners have agreed that they shall hold the said Title Deeds in trust and for the purpose of giving effect to this agreement and shall keep the same in safe custody. In the event of the Developer or any person authorized by it requiring to take inspection of the title deeds the Owners shall make available



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SOUTH 24 PARGANAS, KOLKATA

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the same for inspection and the Developer or any person authorized by it shall be entitled to make excerpts thereof

**ARTICLE VIII – COMMENCEMENT OF CONSTRUCTION AND COMPLETION**

- 8.1 Within seven days from the date of execution of this Agreement the Owners shall put the Developer in possession of the said Property (hereinafter referred to as the POSSESSION DATE) to enable the Developer to undertake the work of construction of the said new building and/or buildings
- 8.2 Unless prevented by circumstances beyond its control, the Developer shall construct erect and complete the said new commercial building within a period of 36 (thirty six ) months from the Possession Date with a grace period of 6 ( six) months (hereinafter referred to as the COMPLETION DATE).
- 8.2 The said New Building and/or Buildings shall be deemed to have been completed if made fit for habitation and certified so by the Architect and all costs charges and expenses for construction erection and completion of the said new building and/or buildings (hereinafter referred to as the CONSTRUCTION COSTS) shall be paid borne and discharged by the Developer.
- 8.3 While undertaking the said development, the Developer shall be liable and agrees:
  - i) immediately commence and/or proceed diligently to execute and complete the development and in this regard the Developer shall be entitled to demolish the existing structures standing thereon and all debris accruing therefrom shall belong to the Owners



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SOUTH 24th ST, NW  
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- ii) proceed diligently and execute and complete the development in a good and workmanlike manner with such materials and/or specifications (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written).
- iii) execute and complete the development in accordance with the approved plan and shall obtain all planning permissions which may be necessary and/or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this agreement.
- iv) The Developer in the name of the Owners shall be entitled to apply for and obtain all permissions approvals and/or sanctions as may be necessary and/or required and for the aforesaid purpose it has been agreed that the Owners shall execute a General Power of Attorney in favour of the Developer or its nominee and/or nominees.
- v) The Developer shall at its own costs and expenses and without creating any financial and other liability on the Owners construct and complete the New Buildings in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer .
- vi) All costs charges and expenses including taxes and Architect's fees accruing due after the execution of this Agreement shall be paid borne and discharged by the Developer and the Owners shall bear no responsibility in this context.
- vii) The Developer hereby undertakes to keep the Owners indemnified against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the



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SOUTH  
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said Premises and/or in the matter of construction of the said new building and/or for any defect therein.

- viii) If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer, the Architect or their labourers or contractors, the same shall be on account of the Developer or its contractors and the Owners shall be fully absolved of any liability or claims thereof or there from.
- ix) The Owners and/or any person and/or persons authorized by them shall be entitled to inspect the progress of the work of construction and in any event the Developer has agreed to periodically keep them informed about the progress of the work of construction and in the event of there being any defect or deviation detected then and in that event the Developer at its own cost shall cause the same to be cured

#### **ARTICLE IX – SPACE ALLOCATION**

9.1 It is hereby agreed and declared by and between the parties hereto that in consideration of the premises and also the Owners being the owners of the said Premises the Owners shall be entitled to **ALL THAT** the 50% of the saleable space to comprise in various units and the open, covered and mechanical car parking spaces **TOGETHER WITH** the undivided proportionate share in all common parts, portions, areas, facilities, roof and amenities comprised in the said housing complex and **TOGETHER WITH** the undivided proportionate share in the land comprised in the said premises appurtenant thereto (hereinafter referred to as the **OWNERS' ALLOCATION**).



DISTRICT SUB-REGISTRAR - I  
ALIPORE

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- 14.2 It is hereby also agreed and declared that in consideration of the Developer at its own costs undertaking the development of the said Premises and construction of the new building, the Developer shall be entitled to retain for itself **ALL THAT** the remaining 50% of the saleable space to comprise in units and open, covered and mechanical car parking spaces **TOGETHER WITH** the undivided proportionate share in all common parts, portions, areas, facilities, roof and amenities comprised in the said housing complex and **TOGETHER WITH** the undivided proportionate share in the land comprised in the "said premises" appurtenant thereto (herein referred to as the **DEVELOPER'S ALLOCATION**).
- 14.3 The parties hereto shall mutually identify and demarcate their respective allocations. The Space Allocation would be done in a reasonable and rational manner. The Owners inter-se shall also mutually allocate their respective allocations simultaneously on finalization of demarcation respectively of the Owners' allocation and the Developer's allocation.
- 14.4 Each of the parties shall be entitled to enter into agreements for sale and transfer of the units forming part of the their respective allocations independently of each other for which no further consent of the other party shall be necessary and/or required, it being however expressly agreed and understood that the Owners shall willingly and without any act deed or thing join as parties in all or any agreement of sale and/or transfer in respect of the units and areas forming part of the Developer's Allocation for the purpose of perfecting the title of the intending purchasers.
- 14.5 The Owners will grant a General Power of Attorney and/or authorize by way of Board Resolution the Developer.
- 14.6 The earnest money, part payments and consideration amount payable by the endusers/purchasers in respect of the units forming part of the Developer's Allocation and Owner's Allocation shall be received realized and collected by the Developer in a mechanism as per the applicable laws.



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SCHEME, BSS, ALIPORE  
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14.7 The ultimate buyers in addition to the amount of consideration agreed to be paid shall also be obligated to make further payment to the Developer only under the following heads and it shall not be treated as a part of net sale proceeds:

- i) Generator deposits
- ii) Sinking Fund
- iii) Mutation and Property Assessment Charges and Deposits
- iv) Maintenance Deposits, Maintenance and Association Formation Charges
- v) Transformer and Cabling Charges
- vi) Legal Charges
- vii) Any other charges as determined by the Developer

14.8 The Parties hereto acknowledge that taking into account the total land forming part of the said premises and present building rules of Kolkata Municipal Corporation further construction is possible and as such the Developer shall be entitled to apply for change and /or alteration and/or modification of the said plan or submitting a fresh plan permitting the Developer to undertake further construction at the said premises in addition to what has already been sanctioned to comprise of various office spaces, constructed spaces and car parking (hereinafter referred to as the ADDITIONAL CONSTRUCTION)

**ARTICLE X – MAINTENANCE OF THE COMMON PARTS AND PORTIONS FORMING PART OF THE SAID PROJECT**

10.1 The Developer shall be entitled to frame necessary rules and regulations for the purpose of regulating the user of the various units of the said project and each of the persons intending to and/or acquiring a unit/space in the said



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SOUTH 24 PARGANAS, WEST BENGAL

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project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges

### **ARTICLE XI – OWNERS’ OBLIGATIONS**

11.1 The Owners have agreed :

- i) To render all assistance and co-operation to the Developer as and when required
- ii) To sign and execute all deeds documents agreements and other instruments as may be necessary and/or required from time to time.
- iii) to execute the Deed of Conveyances and/or transfer in favour of each of the intending purchasers.
- iv) To execute a General Power of Attorney in favour of the Developer or its nominee and/or nominees in respect of (i) for sanctioning and/or modification of the plan etc.,(ii) doing all things needful for construction and development of the Said Property and (iii) booking and/or selling units in the new buildings at the Said Property, if required.

### **ARTICLE XII – BREACHES AND CONSEQUENCES THEREOF**

12.1 The parties have agreed to enter into this joint venture agreement for the purpose of undertaking development of the said Property and the Owners acknowledge that the Developer is likely to incur substantial costs charges and expenses for undertaking development of the said Property and as such it has been agreed that none of the parties shall be entitled to cancel and/or rescind this agreement.



DISTRICT SURREGISTRAR  
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12.2 However, in the event of any default on the part of either party (hereinafter referred to as the 'Defaulting Party') the other party shall be entitled to sue the defaulting party for specific performance of this agreement and for other consequential reliefs

### **ARTICLE XIII – NEGATIVE COVENANTS**

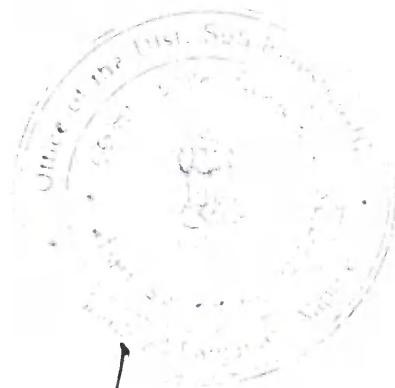
13.1 As and by way of negative covenants the Owners and each one of them have agreed:

- i) Not to enter into any agreement for sale transfer lease and/or development in respect of the said Property.
- ii) Not to create any interest of any third party into or upon the said Property or any part or portion thereof.
- iii) Not to do any act deed or thing which may be contrary to or in violation of any of the terms and conditions herein contained.
- iv) To do all acts deeds and things as may be necessary and/or required from time to time

### **ARTICLE XIV – FORCE MAJEURE**

14.1 Neither Party shall be liable to the other Party in respect of any delay in performing or failure to perform any of its obligations hereunder if such delay or failure results from:

- i) acts or intervention of Government or Government Agencies
- ii) fire, flood or explosion
- iii) Acts of God
- iv) Declare or undeclared war, or riots or civil commotion



DISTRICT SUB REGISTRAR (M)  
5, CHANDRANAGAR, ALIPORE  
23 DEC 2021



- v) Strikes or other industrial disputes
- vi) Any act or neglect or default of the other party or
- vii) Any cause outside its reasonable control

#### **ARTICLE XV – MISCELLANEOUS**

- 15.1 The Owners and the Developer have entered into this agreement purely on principal to principal basis and as such nothing herein contained is intended nor shall be constructed as a partnership between the parties or as an Association of Persons.
- 15.2 Any saleable space and car parking space if required to be given to the tenant/occupant shall be out of the Developer's Allocation and the Owners shall sign the related documents.
- 15.2 Any notice required to be given by the Owners shall be without prejudice to any other mode of service available deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post and shall be deemed to have been served on the Developer by the Owners. Similarly any notice required to be given by the Developer shall be without prejudice to any other mode of service available deemed to have been served on the Owners if delivered by hand or sent by prepaid paid registered post and shall be deemed to have been served on the Owners by the Developer.
- 15.3 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said premises 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 such right to accrue only after completion of the said new building in terms of this agreement.



DISTRICT SUB REGISTRAR  
SOUTH 21, BANGALORE

23 DEC 2021

De Agreement

15.4 SUPERCESSION – This joint venture agreement supersedes all previous agreements, understandings, development agreements, writings and/or any other arrangement between the parties and the rights and obligations of the parties shall be governed by the terms and conditions herein contained.

#### **ARTICLE XVI - ARBITRATION**

16.1 In case of any dispute, differences or questions arising between the parties with regard to the existence, validity, interpretation, meaning or scope of this agreement or any rights and liabilities of the parties under the agreement or arising out of the agreement or in any manner whatsoever concerning this agreement the same shall be referred to arbitration by a sole arbitrator, in the manner specified under the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended, modified or substituted from time to time.

#### **ARTICLE XVII – JURISDICTION**

17.1 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 (THE SAID PROPERTY/PREMISES)**

##### **PART-I**

ALL THAT the land admeasuring **13 (thirteen) Cottahs 12 (Twelve) Chittack 43 (forty three) sq.ft**, be the same a little more or less, equivalent to **923.736 Sq.mt** (more or less) as per deed but on physical measurement the land area was found to be **12 (twelve) Cottahs 9 (nine) Chittacks 12.79 (twelve point seven nine) sq. ft equivalent to 841.49 sq. m** be the same a little more or less, together with two storied cemented flooring measuring 2500 sq.ft in each floor of the building and structures standing thereon forming part of the Municipal Premises No. 43A, Sarat Bose Road, Post Office – Elgin Road, P.S. - Bhawanipore,



DISTRICT SUB REGISTRAR III  
BANGALORE  
23 DEC 2021

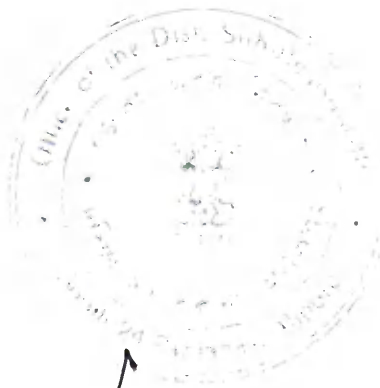
within the municipal limits of the Kolkata Municipal Corporation, Ward No. - 70, Kolkata - 700 020, being butted and bounded:

|              |   |  |
|--------------|---|--|
| ON THE NORTH | : | By Municipal Premises No. 43, Sarat Bose Road, in occupation of Manjusha Housing Coperative Society.                             |
| ON THE SOUTH | : | Partly by Municipal Premises No. 45, Sarat Bose Road and partly by Municipal Premises No. 3/A/B Paddapukur Road.                 |
| ON THE EAST  | : | By Sarat Bose Road.  |
| ON THE WEST  | : | Partly by Municipal Premises No. 25, Madhab Chatterjee Street, and partly by Municipal Premises No. 4, Madhab Chatterjee Street. |

#### PART-II

#### (DEVOLUTION OF TITLE)

- A. One Bibhuti Bhusan Roy (since deceased and hereinafter referred to as the DECEASED) who was a Hindu governed by the Dayabhaga School of Hindu Law during his lifetime was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the Municipal Premises No.43 Sarat Bose Road, P.S. Bhawanipore, Kolkata - 700 020
- B. The said Deceased during his lifetime divided the said Total Property into three parts whereby ALL THAT the divided and demarcated portion of the said Total Property containing by estimation an area of 13 cottahs (more or less) together with the structures standing thereon has been leased out by way of long term lease unto and in favour of Manjusha Co-operative Housing Society (hereinafter referred to as the "SOCIETY"), the area leased out to the Society is hereinafter referred to as the "SOCIETY AREA", and the demarcated part or portion of the said Total Property comprising an area of 2 Cottahs 8 Chittacks



DISTRICT SUB REGISTRAR  
SOUTH ARCOT, ALIPORE  
23 DEC 2021

41 sq. ft (more or less) whereon an outhouse is situated (hereinafter referred to as the "OUTHOUSE AREA") and the balance area measuring 13 Cottahs 12 Chittacks 43 sq. ft forming part of the said total property consisted of a residential building comprising of ground plus two upper floors together with garage (hereinafter referred to as the "RESIDENTIAL AREA") The said Residential Area has been separated and since then numbered as Municipal Premises No.43A, Sarat Bose Road P.S. Bhawanipore, Kolkata 700 020.

- C. The said Bibhuti Bhusan Roy died testate on 15<sup>th</sup> December 1981 after having made and published His Last Will and Testament dated 5<sup>th</sup> December 1981 leaving his two sons namely Udit Roy and Pradip Kumar Roy and his only married daughter Smt. Susmita Mehta as his only heirs and/or legal representatives and by and under the said Will he appointed his eldest son Udit Kumar Roy as his sole Executor and gave, bequeathed and devised the said Entire Property amongst his heirs and/or legal representatives in the manner as hereinafter appearing.
- D. By and under the said Will the said Deceased directed that after providing for the said Society Area the remaining part or portion of the said Total Property be divided and distributed amongst his heirs in a manner whereby the said Outhouse Area has been absolutely bequeathed to his daughter Smt. Susmita Mehta and out of the said residential area the entirety of the ground floor and mezzanine floor of the said building together with the undivided 50% share in common parts and portions, second floor, garage and together with the undivided 50% proportionate share in the land comprised in the Residential Area has been bequeathed to his son Pradip Kumar Roy absolutely and forever and the entirety of the first floor of the said building together with the undivided 50% share in common parts and portions, second floor, garage and passageway leading from Sarat Bose Road to the said Residential Area



DISTRICT SUE REGISTRAR III  
SOUTH 24 P 33, 2ND FLOOR  
23 DEC 2021



and together with the undivided 50% proportionate share in the land comprised in the Residential Area has been bequeathed to his grandson Deep Roy absolutely and forever .

- E. In pursuance of an application for probate filed in the Court of the District Delegate at Alipore, South 24 Parganas probate in respect of the said Will was granted and the estate of the said Deceased has been fully administered.
- F. By an agreement dated 4<sup>th</sup> December 1987 and Supplemental Agreement dated 27<sup>th</sup> August 1991 entered into between Udit Roy, Pradip Kumar Roy, Deep Roy and Smt. Sushmita Mehta therein collectively referred to as Owners and PS Constructions, therein referred to as the Developer, the said Owners for the consideration therein mentioned granted the exclusive right of development in respect of the said Outhouse Area and Residential Area unto and in favour of the said PS Constructions for the consideration and subject to the terms and conditions contained and recorded in the Agreements (hereinafter collectively referred to as the "DEVELOPMENT AGREEMENT of 1987").
- G. Certain disputes and differences having arisen between the parties to the said Development Agreement of 1987, the proceedings were filed in the Hon'ble High Court at Calcutta being A.P. No.349 of 2012 and all such disputes and differences had been referred to the sole arbitration of Mr. Justice Chittatosh Mukherjee (Retd) former Chief Justice of the Calcutta High Court and the Bombay High Court (hereinafter referred to as the "ARBITRATOR").
- H. During the pendency of the said Arbitration Proceedings before the Learned Arbitrator, the Owner No.1 being desirous of undertaking the development of the said Residential Area had negotiated with Deep Roy (then co-owner) of the said Residential Area and consequent to such negotiation Deep Roy sold



DISTRICT SUB REGISTRAR  
SOUTH BANGALORE  
23 DEC 2024

and transferred with the consent and concurrence of PS Construction and the Owner No.1 purchased and acquired either in its own name or in the name of its nominee and/or nominees ALL THAT the entirety of the first floor of the said building containing by estimation an area of 4675 sq.ft. (more or less) together with all constructions standing thereon AND TOGETHER WITH undivided 50% share or interest into or upon the passageway leading from Sarat Bose Road to the said Residential Area TOGETHER WITH the undivided 50% share in common parts and portions, second floor, garage and together and TOGETHER WITH the undivided 50% proportionate share in the land comprised in the Residential Area allocable and/or appurtenant thereto for the consideration and subject to the terms and conditions recorded in the Deed of Sale dated 2<sup>nd</sup> June, 2017 registered in the office of the Additional District Sub-Registrar, Alipore South 24 Parganas and entered in Book No. I CD Volume No. 1605-2017, Pages 86233 to 86262, being No. 160503306 for the year 2017.

- I. Ultimately the Learned Arbitrator made and published his Award dated 17th June 2018 whereby he Awarded and directed that the said Residential Area belonged to the said Deep Roy and Pradeep Roy and that the heirs of the said Susmita Mehta had no right or claim over and in respect of the said Residential Area or any part or portion thereof and that the said Development Agreement dated 4th December 1987 and Supplemental Agreement dated 27th August 1991 entered into by the Owners with PS Constructions was null and void.
- J. The heirs of Late Susmita Mehta being aggrieved preferred an application under Section 34 of the Arbitration & Conciliation Act, 1996, for setting aside the aforesaid award dated 17<sup>th</sup> June 2018. Such application has been numbered as Misc. Case No. 62 of 2018 and is pending before the Learned District Judge at Alipore.



DISTRICT REGISTRAR - III  
SOUTH OF P. 33, 41, 42, 43  
23 DEC 2021

- K. Subsequently, the Owner No.1, having acquired on ownership basis the undivided half share in the said Residential Area from Deep Roy, was desirous to develop the said Residential Area and accordingly negotiated with the Mr. Pradip Kumar Roy in respect of the remaining Residential Area being ALL THAT the entirety of the ground floor along with the mezzanine floor which is the extension of the ground floor AND SECONDLY ALL THAT the undivided half share or interest into or the Second Floor of the Building AND THIRDLY ALL THAT the undivided half share in the land forming part of the Residential Area and FOURTHLY ALL THAT the garage and half share or interest into or upon the Residential Area AND FIFTHLY the entirety of the right, title interest of the Mr. Pradaip Kumar Roy into or upon the entirety of the said Residential Area and entered into a Development Agreement dated 24<sup>th</sup> July, 2017, registered in the office of the Additional District Sub-Registrar, Alipore South 24 Parganas and entered in Book No. 1 CD Volume No. 1605-2017, Pages 123090 to 123162 being No. 160504594 for the year 2017 (hereinafter referred to as the "Development Agreement of 2017") with the consent and concurrence of PS Construction, for the consideration and subject to the terms and conditions recorded therein. For the sake of brevity the Development Agreement of 1987 and the Development Agreement of 2017 are collectively referred to as "the Development Agreements".
- L. After the execution of the said the Development Agreement of 2017, one Mr. Shyam Mukherjee has filed a suit being Title Suit No. 72 of 2019 in the Court of Ld. 4th Civil Judge (Jnr. Division) at Alipore (hereinafter referred to as the "ALIPORE SUIT") whereby he is purportedly claiming right of tenancy in respect of a part or portion of the building situated at the said Premises and the said Alipore Suit is still pending.



DISTRICT SUE REGISTRAR .III  
SOUTH 24 PGS BANGLORE  
23 DEC 2021

- M. The said Residential Area has been separated from the said Total Property and has since been numbered as Municipal Premises No. 43A, Sarat Bose Road, Kolkata 700 020.
- N. Mr. Pradip Kumar Roy, being desirous to sell and transfer his share , negotiated with the Owner No.2 and consequent to such negotiation, Mr. Pradip Kumar Roy agreed to sell and transfer with the consent and concurrence of the Owner No.1 and the Owner No.2 also agreed to purchase and acquire the said Mr. Pradip Kumar Roy's Share for the consideration together with the benefit of the plan and the permissible FAR in respect of the said Demised Property and accordingly the parties had entered in to an Agreement for Sale dated 26<sup>th</sup> September, 2019, registered in the office of Additional District Sub-Registrar, Alipore, South 24 Parganas and recorded in Book No. 1, CD Volume No. 1605-2019, Page Nos. 218581 to 218623, being No. 160506024 for the year 2019 (hereinafter referred to as the "said Agreement for Sale") subject to the terms and conditions recorded therein.
- O. In furtherance to the said Agreement for Sale, the Owners also caused a map or plan and the same has been sanctioned by the Kolkata Municipal Corporation being Building Permit No. 2020080052 dated 14/01/2021 (hereinafter referred to as "the SAID PLAN") to construct erect and complete new building/s on the Residential Area (hereinafter referred to as the NEW BUILDING/S) comprising of various office spaces, units constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other.
- P. By a Deed of conveyance dated 15<sup>th</sup> day of January 2021 Mr Pradip Kumar Roy sold and transferred ALL THAT undivided half share in the land forming part of the Residential Area/Property i.e equivalent to 6 Cottahs 14 Chittack 21.5 sq. ft (more or less) in favour of the Owner No.2 and the same has been



DISTRICT SUB REGISTRAR IN  
SOUTH BANGALORE

23 DEC 2024



registered in the Office of Additional District Sub-Registrar, Alipore, South 24 Parganas and recorded in Book No. 1, CD Volume No. 1605-2021, Page Nos. 26159 to 26203, being No. 160500446 for the year 2021

- Q. Thus the Owner No.1 and Owner No.2 became the absolute owners of Premises No.43A, Sarat Bose Road, Kolkata – 700 020 each having undivided 50% share in the said property.

**THE SECOND SCHEDULE ABOVE REFERRED TO  
(SPECIFICATION)**

|                   |   |                                |
|-------------------|---|--------------------------------|
| Flooring          |   |                                |
| Office area       | : | Ceramic Tiles                  |
| Toilet            | : | Ceramic Tiles                  |
| Sanitary Fittings | : | Fittings to be of reputed make |
| Doors             | : | Teak finish flush doors        |
| Windows           | : | Aluminium windows              |
| <b>Electrical</b> | : | Electrical wiring upto DP Box  |

**Other Amenities:**

- 1) Lift
- 2) Generator backup for common areas
- 3) Deep Tubewell
- 4) Intercom Intercom facility in each unit with closed circuit T.V. for communication between main lobby, gate and units.



DISTRICT SUB-REGISTRAR, II  
ALIPORE  
23 DEC 2021

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

**SIGNED, SEALED and DELIVERED**

by the within named **OWNERS**

at Kolkata in the presence of:

- 1) Jayanti Paudyal  
Owner (NMI Block)  
W-20149
- 2) Susajit Das  
35/D, C.N. Ray Road,  
Kolkata - 700035

**PS GROUP REALTY PVT. LTD.**

*Jayanti Paudyal*

Director / Authorized Signatory

**PSH HOLDINGS PVT. LTD.**

*Abhishek Jain*

Director / Authorized Signatory

**SIGNED, SEALED and DELIVERED**

by the within named **DEVELOPER**

at Kolkata in the presence of:

- 1) Jayanti Paudyal  
Owner (NMI Block)  
W-20149
- 2) Susajit Das  
35/D, C.N. Ray Road,  
Kolkata - 700035

**Skies Enclave LLP**

*Jayanti Paudyal*

Partner / Authorized Signatory

**Skies Enclave LLP**

*Abhishek Jain*

Partner / Authorized Signatory















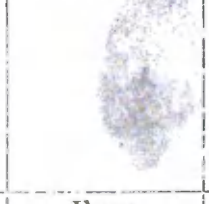

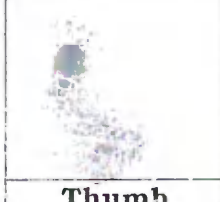


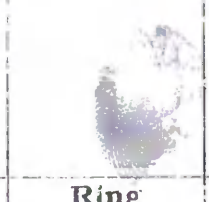




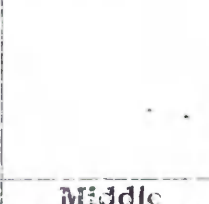

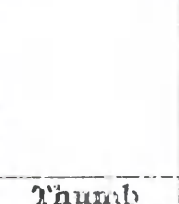











*Pooja Das*  
for  
*Devi Paudyal*  
W-20149

9000000000



DISTRICT SUB REGISTRAR III  
SOUTH P.O.S., ALIPORE  
23 DEC 2021

SPECIMEN FORM FOR TEN FINGER PRINTS

|   |   |   |   |   |  |   |   |
|---|---|---|---|---|--|---|---|
|  | <i>Sumit Kumar</i>  |  |    |   |   |    |   |
|   |   | <b>Little      Ring      Middle      Fore      Thumb</b><br>(Left Hand)           |    |    |    |    |    |
|   |   | <b>Thumb      Fore      Middle      Ring      Little</b><br>(Right Hand)          |   |   |   |   |   |
|   |   | <b>Little      Ring      Middle      Fore      Thumb</b><br>(Left Hand)           |  |  |  |  |  |
| <b>Thumb      Fore      Middle      Ring      Little</b><br>(Right Hand)          |  | <i>Abhinav Jain</i>   |  |  |  |  |  |
| <b>Little      Ring      Middle      Fore      Thumb</b><br>(Left Hand)           |   |   |  |  |  |  |  |
| <b>Thumb      Fore      Middle      Ring      Little</b><br>(Right Hand)          |   |   |  |  |  |  |  |
| <b>Little      Ring      Middle      Fore      Thumb</b><br>(Left Hand)           |   |   |  |  |  |  |  |
| <b>Thumb      Fore      Middle      Ring      Little</b><br>(Right Hand)          |  | <i>Jaeyanku Sawdi</i>   |  |  |  |  |  |
| <b>Little      Ring      Middle      Fore      Thumb</b><br>(Left Hand)           |   |   |  |  |  |  |  |
| <b>Thumb      Fore      Middle      Ring      Little</b><br>(Right Hand)          |   |   |  |  |  |  |  |
| <b>Little      Ring      Middle      Fore      Thumb</b><br>(Left Hand)           |   |   |  |  |  |  |  |
| <b>Thumb      Fore      Middle      Ring      Little</b><br>(Right Hand)          |   |   |   |   |  |   |   |



DISTRICT SUB-REGISTRAR III  
SOUTH OF THE DISTRICT, BANGALORE  
27 DEC 2021

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SURENDRA KUMAR DUGAR

JHUMARMAI DUGAR

11/01/1960  
Permanent Account Number  
ACUPD1317K

*Surendra Kumar Dugar*  
Signature



2602005







भारत सरकार

GOVERNMENT OF INDIA



सुरेन्द्र कुमार दुगार

Surendra Kumar Dugar

जन्मतिथि/DOB: 11/01/1960

पुरुष / MALE



8876 4445 8052

आधार - साधारण मानुषेर अधिकार



आधार

भारतीय रिजर्व बैंक प्राधिकरण  
RESERVE BANK OF INDIA

ঠিকানা:

Address

৫২- ৪- ১, বি.সি. রোড,  
বালীগঞ্জ, কোলকাতা,  
পশ্চিমবঙ্গ - 700019

52/4/1, B.C. ROAD,  
Ballygunge S.O,  
Kolkata,  
West Bengal - 700019

8876 4445 8052



1947  
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No.1947,  
Bengaluru-560 901



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

स्थायी खाते संख्या कार्ड  
Permanent Account Number Card

भारत सरकार

नाम / Name  
P S GROUP REALTY PRIVATE LIMITED

विलयन / गठन की तारीख  
Date of Incorporation / Formation  
02/08/1988

15/02/2018

PS GROUP REALTY PVT. LTD.

Director / Authorised Signatory



Partner / Authorized Signatory

Skies Enclave LLP

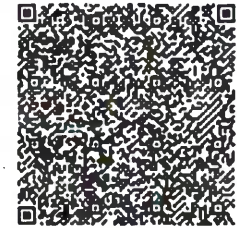
आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

AEDFS1429N



नाम / Name  
SKIES ENCLAVE LLP

निगमन/गठन की तारीख  
Date of Incorporation/Formation  
25/12/2019

06032020

Skies Enclave LLP

Partner / Authorized Signatory



भारत सरकार  
Government of India

आधार  
Aadhaar

Issue Date: 17/10/2012



**Abhishek Jain**  
DOB: 29/07/1986  
MALE

3583 0626 9955

मेरा आधार, मेरी पहचान

भारतीय विशिष्ट पहचान प्राधिकरण  
Government of India

आधार  
Aadhaar

Print Date: 16/03/2021

Address: S/O Subhash Chand Barjatya,  
62/7, BALLYGUNGE CIRCULAR ROAD,  
Ballygunge, Kolkata, West Bengal, 700019



3583 0626 9955

1947 help@uidai.gov.in www.uidai.gov.in





आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

AABCR3440D



नाम / Name  
RASHI HOLDINGS PRIVATE LIMITED

12032/21

निगमन / यत्न की तिथि  
Date of incorporation / formation  
29/09/1992



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

ABHISHEKH JAIN  
SUBHASH CHAND BARJATYA

29/07/1986  
Permanent Account Number  
AFRPJ2840P



*Abhishek Jain*  
Signature



## Major Information of the Deed

|  |  |                                 |            |
|--|--|---------------------------------|------------|
| Deed No :  | I-1603-13665/2021  | Date of Registration            | 24/12/2021 |
| Query No / Year  | 1603-2002398560/2021   | Office where deed is registered |            |
| Query Date   | 21/11/2021 11:21:10 AM   | 1603-2002398560/2021            |            |
| Applicant Name, Address & Other Details                      | Bapi Das<br>Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9836980696, Status :Advocate |                                 |            |
| Transaction  | Additional Transaction   |                                 |            |
| [0110] Sale, Development Agreement or Construction agreement | [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 20,00,000/-]          |                                 |            |
| Set Forth value  | Market Value   |                                 |            |
|  | Rs. 11,44,50,739/-   |                                 |            |
| Stampduty Paid(SD)   | Registration Fee Paid  |                                 |            |
| Rs. 75,121/- (Article:48(g))                                 | Rs. 20,053/- (Article:E, E, B, M(b), H)  |                                 |            |
| Remarks  | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)   |                                 |            |

### Land Details :

District: South 24-Parganas, P.S:- Bhawanipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sarat Bose Road, Road Zone : (A.J.C. Bose Road -- Paddapukur (Ward No. 70))) , , Premises No: 43A, , Ward No: 070 Pin Code : 700020

| Sch No               | Plot Number | Khatian Number | Land Use Proposed ROR | Area of Land                | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details       |
|----------------------|-------------|----------------|-----------------------|-----------------------------|-------------------------|-----------------------|---------------------|
| L1                   | (RS :- )    |                | Bastu                 | 13 Katha 12 Chatak 43 Sq Ft |                         | 11,10,75,739/-        | Property is on Road |
| <b>Grand Total :</b> |             |                |                       | <b>22.786Dec</b>            | <b>0 /-</b>             | <b>1110,75,739 /-</b> |                     |

### Structure Details :

| Sch No  | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details             |
|---|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1  | On Land L1        | 5000 Sq Ft.       | 0/-                     | 33,75,000/-           | Structure Type: Structure |
| <p>Gr. Floor, Area of floor : 2500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 2500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> |                   |                   |                         |                       |                           |
| <b>Total :</b>  |                   | <b>5000 sq ft</b> | <b>0 /-</b>             | <b>33,75,000 /-</b>   |                           |





**Land Lord Details :**

| SI No | Name,Address,Photo,Finger print and Signature   |
|-------|---|
| 1     | <b>PS GROUP REALTY PRIVATE LIMITED</b><br>1002 E.M Bypass Road, City:- , P.O:- DHAPA, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700105 , PAN No.:: AAxxxxxx0E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative                                     |
| 2     | <b>RASHI HOLDINGS PRIVATE LIMITED</b><br>Anusuya 3rd Floor, 62/7, Ballygunge Circular Road, City:- , P.O:- BALLYGUNGE, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 , PAN No.:: AAxxxxxx0D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative |

**Developer Details :**

| SI No | Name,Address,Photo,Finger print and Signature  |
|-------|--|
| 1     | <b>SKIES ENCLAVE LLP</b><br>1002, E M Bypass, City:- , P.O:- DHAPA, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700105 , PAN No.:: AExxxxxx9N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

**Representative Details :**

| SI No | Name,Address,Photo,Finger print and Signature   |
|-------|---|
| 1     | <b>Mr Abhishekh Jain</b><br>Son of Mr Subhash Chand Barjatya Anusuya, 3rd Floor, 62/7, Ballygunge Circular Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx0P, Aadhaar No: 35xxxxxxxx9955 Status : Representative, Representative of : RASHI HOLDINGS PRIVATE LIMITED (as DIRECTOR), SKIES ENCLAVE LLP (as PARTNER) |
| 2     | <b>Mr Surendra Kumar Dugar (Presentant )</b><br>Son of Late J M Dugar 1002 E.M Bypass Road, City:- , P.O:- Dhapa, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700105, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx7K, Aadhaar No: 88xxxxxxxx8052 Status : Representative, Representative of : PS GROUP REALTY PRIVATE LIMITED (as DIRECTOR), SKIES ENCLAVE LLP (as PARTNER)                             |

**Identifier Details :**

| Name  | Photo | Finger Print | Signature |
|---|-------|--------------|-----------|
| <b>Mr JAYANTA PANDIT</b><br>Son of Mr GOUR HARI PANDIT<br>CHOWHATI, NETAJI BLOCK, City:- ,<br>P.O:- SUBHAS GRAM, P.S:-Sonarpur,<br>District:-South 24-Parganas, West<br>Bengal, India, PIN:- 700149 |       |              |           |
| Identifier Of Mr Abhishekh Jain, Mr Surendra Kumar Dugar  |       |              |           |





| <b>Transfer of property for L1</b> |                                 |                                       |
|------------------------------------|---------------------------------|---------------------------------------|
| <b>Sl.No</b>                       | <b>From</b>                     | <b>To. with area (Name-Area)</b>      |
| 1                                  | PS GROUP REALTY PRIVATE LIMITED | SKIES ENCLAVE LLP-11.393 Dec          |
| 2                                  | RASHI HOLDINGS PRIVATE LIMITED  | SKIES ENCLAVE LLP-11.393 Dec          |
| <b>Transfer of property for S1</b> |                                 |                                       |
| <b>Sl.No</b>                       | <b>From</b>                     | <b>To. with area (Name-Area)</b>      |
| 1                                  | PS GROUP REALTY PRIVATE LIMITED | SKIES ENCLAVE LLP-2500.00000000 Sq Ft |
| 2                                  | RASHI HOLDINGS PRIVATE LIMITED  | SKIES ENCLAVE LLP-2500.00000000 Sq Ft |



**On 22-12-2021**

**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 11,44,50,739/-



**Debasish Dhar**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - III SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

**On 23-12-2021**

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

Presented for registration at 16:30 hrs on 23-12-2021, at the Private residence by Mr Surendra Kumar Dugar .

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

Execution is admitted on 23-12-2021 by Mr Abhishekh Jain, DIRECTOR, RASHI HOLDINGS PRIVATE LIMITED (Private Limited Company), Anusuya 3rd Floor, 62/7, Ballygunge Circular Road, City:- , P.O:- BALLYGUNGE, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019; PARTNER, SKIES ENCLAVE LLP (LLP), 1002, E M Bypass, City:- , P.O:- DHAPA, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700105

Indetified by Mr JAYANTA PANDIT, , Son of Mr GOUR HARI PANDIT, CHOWHATI, NETAJI BLOCK, P.O: SUBHAS GRAM, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700149, by caste Hindu, by profession Others

Execution is admitted on 23-12-2021 by Mr Surendra Kumar Dugar, DIRECTOR, PS GROUP REALTY PRIVATE LIMITED (Private Limited Company), 1002 E.M Bypass Road, City:- , P.O:- DHAPA, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700105; PARTNER, SKIES ENCLAVE LLP (LLP), 1002, E M Bypass, City:- , P.O:- DHAPA, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700105

Indetified by Mr JAYANTA PANDIT, , Son of Mr GOUR HARI PANDIT, CHOWHATI, NETAJI BLOCK, P.O: SUBHAS GRAM, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700149, by caste Hindu, by profession Others



**Debasish Dhar**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - III SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

**On 24-12-2021**

**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.

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 20,053/- ( B = Rs 20,000/- ,E = Rs 21/- ,H = Rs 28/- .M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 20,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/12/2021 12:41PM with Govt. Ref. No: 192021220141814101 on 21-12-2021, Amount Rs: 20,021/-, Bank: Indian Bank ( IDIB00C001), Ref. No. IB21122021289183 on 21-12-2021, Head of Account 0030-03-104-001-16



**Payment of Stamp Duty**

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

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no AD0196, Amount: Rs.100/-, Date of Purchase: 31/07/2021, Vendor name: MOUSUMI GHOSH

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/12/2021 12:41PM with Govt. Ref. No: 192021220141814101 on 21-12-2021, Amount Rs: 75,021/-, Bank: Indian Bank ( IDIB000C001), Ref. No. IB21122021289183 on 21-12-2021, Head of Account 0030-02-103-003-02



**Debasish Dhar**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - III SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2021, Page from 428583 to 428628

being No 160313665 for the year 2021.



*Dhar*

Digitally signed by DEBASISH DHAR  
Date: 2021.12.31 13:47:04 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 2021/12/31 01:47:04 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)





Government of West Bengal

Office of the D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas

W.B. FORM NO. 1504

|                        |   |                      |                    |
|------------------------|---|----------------------|--------------------|
| Query No / Year        | 16032002398560/2021   | Serial No/Year       | 1603013980/2021    |
| Transaction id         | 0003076698  | Date of Receipt      | 24/12/2021 4:22PM  |
| Deed No / Year         | I - 160313665 / 2021  |                      |                    |
| Presentant Name        | Mr Surendra Kumar Dugar   |                      |                    |
| Land Lord              | PS GROUP REALTY PRIVATE LIMITED , RASHI HOLDINGS PRIVATE LIMITED  |                      |                    |
| Developer              | SKIES ENCLAVE LLP   |                      |                    |
| Transaction            | [0110] Sale, Development Agreement or Construction agreement  |                      |                    |
| Additional Transaction | [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 20,00,000/-] |                      |                    |
| Total Setforth Value   | Rs. 0/-   | Market Value         | Rs. 11,44,50,739/- |
| Stamp Duty Paid        | Rs. 100/-   | Stamp Duty Articles  | 48(g)              |
| Registration Fees Paid | Rs. 32/-  | Fees Articles        | B, E, H, M(b)      |
| Standard User Charge   | 394/-   | Requisition Form Fee | 50/-               |
| Remarks                |   |                      |                    |

Stamp Duty Paid (Break up as below)

| By Stamp   |                    |                         |                 |               |               |
|------------|--------------------|-------------------------|-----------------|---------------|---------------|
| Stamp Type | Treasury or Vendor | Treasury or Vendor Name | Stamp Serial No | Purchase Date | Amount in Rs. |
| Impressed  | Vendor             | MOUSUMI GHOSH           | AD0196          | 31/07/2021    | 100/-         |

Registration Fees Paid (Break up as below)

| By Cash     | Amount in Rs. |
|-------------|---------------|
| Amount Paid | 32/-          |

Other Fees Paid (Break up as below)

| By Cash              | Amount in Rs. |
|----------------------|---------------|
| Standard User Charge | 394/-         |
| Requisition Form Fee | 50/-          |



\*Total Amount Received by Cash Rs. 476/-

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(Debasish Dhar)

DISTRICT SUB-  
REGISTRAR

OFFICE OF THE D.S.R. -  
III SOUTH 24-PARGANAS

South 24-Parganas, West  
Bengal

**SKIES ENCLAVE LLP**

*Debasish Dhar*

SKIES ENCLAVE LLP