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Additional Registrar of Assurances
Kolkata

Certified that the Document is admitted to
Registration. The Signatures, Seals and
endorsements attached thereto are
are the part of this Document.

Additional Registrar
of Assurances II Kolkata

22 NOV 2022

DEVELOPMENT AGREEMENT

1. Date: 22nd NOVEMBER 2022
2. Place: Kolkata
3. Parties:

3.1 BRICK AND MORTAR REALTY PRIVATE LIMITED, a Company within the meaning of the Companies Act, 2013 having its registered office at 53, Justice Chandra Madhav Road, Police Station Bhawanipore, Post Office Elgin Road, Kolkata -700020 and Income Tax Permanent Account No. AACB2162J, represented by its Director Madhukar Nowlakha, son of Late Charitra Coomar Nowlakha, by religion Hindu, by occupation Business, Citizen of India, of 1, Shakespeare Sarani, , Police Station Shakespeare Sarani, Post Office Shakespeare Sarani, Kolkata-700020 and having Income Tax Permanent Account No.ABQPN1412Q, Aadhar No. 499261913006 (hereinafter referred to as "the Owner No. 1");

BRICK & MORTAR REALTY PVT. LTD.

Madhukar Nowlakha
(*Madhukar Nowlakha*)
Director

PATCORP INFRADEVELOPERS LLP
Sanyal v. Palodil
Partner / Designated Partner

for Torabyte Services Pvt. Ltd.
Sanyal v. Palodil
Director

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NO.....DATE.....

SOLD TO.....
11 NOV 2022
P. GINODIA & CO. LLP

ADDRESS.....
Advocates
Ground Floor.....

RS.....
6, Church Lane
Kolkata-700 001

CODE NO. (1087)
LICENCED NO.
20 & 20A / 1973

ANJUSHREE BANERJEE
I. S. VENDOR (O.S.)
HIGH COURT, KOLKATA 700 001

11 NOV 2022



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OF ASSURANCE-II, KOLKATA
22 NOV 2022



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



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GRN Details

GRN:	192022230184012138	Payment Mode:	SBI Epay
GRN Date:	21/11/2022 17:54:01	Bank/Gateway:	SBIePay Payment Gateway
BRN :	3019708262035	BRN Date:	21/11/2022 17:54:25
Gateway Ref ID:	0541230229	Method:	ICICI Bank - Corporate NB
GRIPS Payment ID:	211120222018401212	Payment Init. Date:	21/11/2022 17:54:01
Payment Status:	Successful	Payment Ref. No:	2003281044/1/2022
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	AYUSH NIRMAN PRIVATE LIMITED
Address:	3A, AUCKLAND PLACE KOLKATA, West Bengal, 700017
Mobile:	7003895093
Depositor Status:	Others
Query No:	2003281044
Applicant's Name:	Mr Akash Sarkar
Identification No:	2003281044/1/2022
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	21/11/2022
Period To (dd/mm/yyyy):	21/11/2022

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003281044/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2003281044/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	207021
			Total	282042

IN WORDS: TWO LAKH EIGHTY TWO THOUSAND FORTY TWO ONLY.

And

- 3.2 **TERABYTE SERVICES PRIVATE LIMITED**, a Company within the meaning of the Companies Act, 2013 having its registered office at Room No.49, 11th Floor, 23A Netaji Subhas Road, Police Station Hare Street, Post Office GPO, Kolkata-700001 and Income Tax Permanent Account No.AACCT1125E, represented by its Director Satya Deo Mishra, son of Late Pradyumn Mishra, by religion Hindu, by occupation Business, Citizen of India, of Room No.49, 11th Floor, 23A Netaji Subhas Road, Police Station Hare Street, Post Office GPO, Kolkata-700001 and having Income Tax Permanent Account No. AFDPM0251M, Aadhar No. 447200584505 hereinafter referred to as "the Owner No. 2");

TERABYTE SERVICES PRIVATE LIMITED
Satya Deo Mishra
Director

The Owner No. 1 and the Owner No. 2 are hereinafter jointly 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-interest and assigns) of the **One Part**

And

- 3.3 **PATCORP INFRADEVELOPERS LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at Room No. 10B, 10th Floor, 3A, Auckland Place, Police Station Shakespeare Sarani, Post Office Circus Avenue, Kolkata-700017 and Income Tax Permanent Account No. ABCFP0359G, represented by its Designated Partner Saumya Vardhan Patodia, son of Raj Vardhan Patodia, by religion Hindu, by occupation Business, Citizen of India, of 5F/2, New Road, Alipore, Police Station Alipore, Post Office Alipore, Kolkata-700027 and having Income Tax Permanent Account No. AOCPP0987P, Aadhar No. 785151749437 and 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 its successors-in-interest and assigns) of the **Other Part**.

BRICK & MORTAR REALTY PVT. LTD.
Saumya Vardhan Patodia
Director

Owners and Developer individually "Party" and collectively "Parties".

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. **Subject Matter of Agreement:** Agreement between the Owners and the Developer with regard to development of ALL THAT the piece or parcel of land containing by estimation an area of 2 (two) Bighas 2 (two) Cottahs 1 (one) Chittack and 19 (nineteen) square feet be the same a little more or less together with one storied brick built building constructed thereon having covered area measuring about 1200 (one thousand and two hundred) square feet and few very old tile roofed dwelling units having covered area collectively measuring

PATCORP INFRADEVELOPERS LLP
Saumya V. Patodia
Partner / Designated Partner



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OF ASSURANCES, CALCUTTA
22/10/2022

about 3200 (three thousand and two hundred) square feet erected thereon and situate lying at and being Municipal Premises No. 41/D, Diamond Harbour Road, Police Station Ekbalpur, Kolkata- 700027 within Ward No. 79 of the Kolkata Municipal Corporation, and morefully described in the **First Schedule** hereunder written ("**Said Premises**"). The aforesaid land area has been mentioned in the title Deeds. However, upon actual survey the land area has been found to be 2 Bighas 1 Cottah and 40 Square Feet and the building plans have been prepared accordingly.

for Tarahia Services Pvt. Ltd.
Sahaj Kumar
Director

5. Representations, Warranties and Background

5.1 **Owners' Representations:** The Owners have jointly and/or severally represented and warranted to the Developer as follows:

5.1.1 **Ownership of Said Premises:** The Owners are the joint and absolute lawful owners of the Said Premises and fully seized and possessed of and otherwise fully and sufficiently entitled to the same. The Owners have represented and warranted that the devolution of title in favour of the Owners is as mentioned in the **Second Schedule** hereunder written. Each of the Owners is entitled to an undivided one-half share in the Said Premises.

5.1.2 **Marketable Title:** The ownership, right, title and interest of the Owners in the Said Premises is free from all encumbrances, charges, liens, claims, demands, mortgages, leases, licenses, occupancy rights (save and except as mentioned in Clause 5.1.4 below), liabilities, attachments, trusts, debutters, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, vestings, alignments, easements and lis pendens whatsoever and the Owners have a good and marketable title to the Said Premises and are entitled to lawfully retain, own, develop and transfer the Said Premises under the relevant laws governing the same.

BRICK & MORTAR REALTY PVT. LTD.

Madhuban Mondal
Director

5.1.3 **Owners to Ensure Continuing Marketability:** The Owners shall at their own costs ensure that the ownership right, title and interest of the Owners in respect of the Said Premises continues to remain good and marketable and free from all encumbrances till the completion of the Project and transfer of the Units by registered Deeds of Conveyance in favour of the Transferees.

5.1.4 **Possession:** The Owners are in free, vacant, peaceful and physical possession of the Said Premises save and except some portions thereof which are under the occupation of some tenants and trespassers (hereinafter referred to as "**the Occupants**"). The Said Premises in its entirety is butted and bounded on all four sides by boundary walls and no part of the same has been encroached upon and there is at present no dispute with any adjoining property owner or anyone else regarding the possession or the boundary of the Said Premises.

5.1.5 **Mutation:** The Said Premises is mutated in the name of the Owners in the records of the Kolkata Municipal Corporation ("**KMC**") as the owners thereof.

PATCORP INFRADEVELOPERS LLP
Sanyukta Paul
Partner / Designated Partner



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POST OFFICE
CALCUTTA
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- 5.1.6 **Access and Frontage:** The Said Premises is capable of being developed and the New Building is capable of being transferred. The Said Premises has direct frontage of 44 feet on the public road named Diamond Harbour Road.
- 5.1.7 **Urban Land Ceiling:** There is no vacant land in the Said Premises in excess of the ceiling limit and no part of the Said Premises has been or is liable to be vested and/or acquired under any applicable law and no notice, order or direction has been issued regarding the same and the Said Premises or any portion thereof is not adversely affected by the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 and no proceedings have been initiated and/or are pending in respect thereof or thereunder. The Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 has already issued a No Objection Certificate dated 4th September, 2014 under Rule 4(4) of the Kolkata Municipal Corporation Building Rules, 1990.
- 5.1.8 **No alignment:** As on date of execution of this Agreement, no portion of the Said Premises is affected by any notice or scheme or alignment of any Local Development Authority or the Government or the Kolkata Municipal Corporation or any other Public or Statutory Body or Authority.
- 5.1.9 **No attachment:** The Said Premises is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and there is no Certificate case or proceeding against the Owners and/or their predecessors-in-title for realisation of the arrears of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.
- 5.1.10 **No Requisition or Acquisition:** The Said Premises is not affected by any requisition or acquisition of any authority or authorities under any law and no notice of requisition or acquisition of the Said Premises or any portion thereof has been served upon the Owners and no such proceedings have been initiated and/or are pending in respect thereof.
- 5.1.11 **No mortgage:** The Owners and/or their predecessors-in-title have not created any registered or equitable mortgage or any other mortgage, charge, lien, security or security interest whatsoever or howsoever in respect of the Said Premises or any part thereof.
- 5.1.12 **Taxes Paid:** All municipal rates, taxes and outgoings, relating to the Said Premises shall be paid by the Owners upto the date of handing over of full vacant physical possession of the Said Premises to the Developer.
- 5.1.13 **Custody of Title Deeds:** The originals of all purchase deeds in respect of the Said Premises mentioned in the **Second Schedule** hereunder written (hereinafter collectively referred to as the "**Original Title Documents**") are in

Director
Satyajit Kumar Ghosh
Satyajit Kumar Ghosh
Director

Director
Machhukar
Director

Partner / Designated Partner
Sanyal v. Pal
Partner / Designated Partner

BRICK & MORTAR REALTY PVT. LTD.

PATCORP INFRADEVELOPERS LLP

Director
Satyajit Kumar Ghosh



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exclusive possession and custody of the Owners and no other person or entity has any right or entitlement in respect of the same.

5.1.14 **No Guarantee:** No guarantee and/or corporate guarantee or any other security that may affect the Said Premises in any manner at any time whatsoever has been given by either of the Owners.

5.1.15 **Legal Proceeding:** Save and except proceedings against some of the Occupants, no other suits, arbitration proceedings and/or other legal proceedings are pending regarding the Said Premises and there are no orders of any Court of law, tribunal, judicial, quasi-judicial, statutory or any other body or authority affecting the Said Premises or any portion thereof and/or the ownership, right, title and interest of the Owners in respect of the same.

5.1.16 **No Prejudicial Act:** The Owners and/or their predecessors-in-title have not done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement or otherwise.

5.1.17 **No Previous Agreement :** The Owners have not in any way dealt with the Said Premises or any part thereof whereby the right, title and interest of the Owners as to the ownership, use, enjoyment, development and/or sale of the Said Premises or any part thereof is or may be affected in any manner whatsoever and have not entered into any agreement, arrangement or understanding whatsoever with any person or entity for sale, transfer, lease, development or otherwise dealing with or disposing off the Said Premises or any part thereof and has not created any third party rights whatsoever. All previous agreements and/or understandings between the Owners *inter se* relating to the Said Premises including those mentioned in the registered Deed of Conveyance dated 13th September, 2007 stand superseded by the terms and conditions contained in this Development Agreement which shall henceforth be the only valid and subsisting document and agreement between the Owners relating to the said Premises and its development. The Owners further declare and confirm that there is no dispute between the Owners and neither of them has any claim whatsoever against the other.

5.1.18 **No Restriction:** There is neither any restriction on sale, transfer or development of the Said Premises nor any subsisting order, proceeding, notification, declaration or notice affecting the Said Premises and no part of the same has been vested, acquired, requisitioned, attached and/or affected under any law and/or by anybody or authority.

5.1.19 **Authority:** The Owners have full right, power and authority to enter into this Agreement and there is no legal bar or impediment regarding the same.

5.2 **Developer's Representations:** The Developer has represented and warranted to the Owners as follows:

at Terabyte Services Pvt. Ltd.
Sulay Ali Shah
Director

BRICK & MORTAR REALTY PVT. LTD.
Machinder Nandkekar
Director

PATCORP INFRA DEVELOPERS LLP
Sanyu v. Parodi
Partner / Designated Partner



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5.2.1 **Reliance on Owners' representations:** The Developer has relied on the representations made by the Owners in this Agreement in respect of the Said Premises and has also caused searches to be made at registration offices where limited records were made available.

5.2.2 **Infrastructure, Expertise and Financial Capacity of Developer:** The Developer is associated with the Signum Group which is carrying on business of construction and development of real estate and has necessary infrastructure and expertise in this field and the financial capacity and resources to undertake the development of the Said Premises.

5.2.3 **No Abandonment:** The Developer shall not abandon or neglect the Project and shall accord the necessary attention thereto.

5.2.4 **Authority:** The Developer has full right, power and authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.

5.2.5 **Developer's Acceptance of Title:** Based on the deeds, documents and information as provided by the Owners and searches made at registration offices where limited records were made available, the Developer has accepted the title of the Owners in respect of the said Premises and has agreed to enter into this Agreement. The Owners shall however remain responsible till the completion of the Project and transfer of the Units by registered Deeds of Conveyance in favour of the Transferees for keeping their title clear and marketable including acceptable for grant of housing finance to the Transferees.

5.2.6 **Background:** The Owners and the Developer have negotiated and upon such negotiation the Owners have agreed to appoint the Developer as the developer of the Said Premises and the Developer has agreed to take up the development of the Said Premises by making construction of new building and marketing and selling the Units (pertaining to the Developer's Allocation only) and other rights therein ("**Project**"). Pursuant to the above, the parties agreed to the final terms and conditions for the Project, which are being recorded in this Agreement.

6. Basic Understanding:

6.1 **Agreement:** The Owners shall at their own costs make available for the purpose of development the Said Premises with a good and marketable title free from all encumbrances and liabilities whatsoever and capable of being developed, constructed upon and sold. The Developer shall at its own costs develop the Said Premises and construct new building thereon in accordance with the plans ("**Building Plans**") that may be sanctioned and/or revised from time to time by the KMC as residential building ("**New Building**") as per mutually agreed specifications in the manner envisaged in this Agreement. In terms of this Agreement, the Owners shall be entitled to transfer to prospective transferees (**Owners' Transferees**) the saleable constructed spaces/apartments/flats and other rights in the New Building ("**Units**")

BY TARADYIA SERVICES PVT. LTD.
Sudip Basu
Director

SHUKLA & MORTAR REALTY PVT. LTD.
Madhusudhan Mondal
Director

PATCORP INFRADEVELOPERS LLP
Samyukta Patil
Partner / Designated Partner



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ADDITIONAL DEPUTY COMMISSIONER
OF PUNJAB, GOVT. OF PUNJAB
20 NOV 2002



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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
22 NOV 2012

8.1 **Removal of Occupants:** The Owner No. 1 have confirmed and assured the Developer that all the Occupants have agreed to surrender all their rights (if any) and vacate their respective portions under their respective occupation. subject to the Developer making payment of the balance Deposits in tranches/installments as mentioned in Clause 13.2 below, the Owner No. 1 agrees and undertakes at its own costs to take all steps, enter into formal settlements with all the Occupants, get all pending legal proceedings with the Occupants disposed of in favour of the Owners, obtain surrender/extinguishment of all rights (if any) of all Occupants alongwith vacant physical possession their respective portions and hand over the same to the Developer in the manner that the Developer has full vacant physical possession of the Said Premises in its entirety within 3 (three) months from the date hereof. In case the aforesaid is not fully completed/complied with by the Owner No. 1 within the aforesaid period, then the Developer shall automatically become entitled to take all steps for the same on behalf of and at the costs of the Owner No. 1. The Developer shall however consider the views of the Owners' if any, in this regard. If the Developer is also unable to obtain full vacant physical possession of the Said Premises in its entirety within 3 (three) months from becoming entitled as aforesaid, then the Developer may, at its sole discretion, cancel this Agreement and upon such termination the both the Owners shall be liable to refund to the Developer the Deposits (defined in Clause 13.2) together with interest thereon at the rate of 15 per cent per annum from the date of payment of the Deposits till the date of refund and also pay to the Developer all costs and expenses incurred by the Developer relating to the Said Premises till that time. Such refund, interest and costs shall be paid by the Owners within 15 (fifteen) days of the date of issue of the notice of termination by the Developer, failing which the Owners shall be liable to pay interest on all outstanding amounts at the rate of 15 per cent per annum for the said period of delay. In this regard it is clarified that (1) till such refund of the Deposits with interest and payment of costs are made to the satisfaction of the Developer, there shall be a charge on the Said Premises and the Owners shall not be entitled to deal with or dispose of the Said Premises in any manner whatsoever and (2) simultaneously with the above-mentioned refund of the Deposits with interest and payment of costs to the Developer, the Developer shall remove itself and its contractors, agents and/or servants from the Said Premises and every part thereof and the Owners shall become absolutely entitled to deal with the Said Premises, as they may deem fit and proper.

8.2 **Preparation of Building Plans:** The Developer has already got the building plans with benefit of additional FAR on account of Metro Corridor ("Building Plans") prepared through the Architect and the same were sent to the Owners for their suggestions. The Owners have already approved such Building Plans. The Developer shall finalize the Building Plans for submission within 3 (three) months from the date of the Developer receiving full vacant physical possession of the entirety of the Said Premises. In case of any disagreement between the Owners and the Developer regarding the Building Plans, the decision of the Architect would be final and binding upon both the Parties.

BY TARADEV SERVICES PVT. LTD.
Satyajit K. Mishra
 Director

BRICK & MORTAR REALTY PVT. LTD.
Madhuban Kanti
 Director

PATCORP "FFRADEVELOPERS LLP
Sanyukta. P. Joshi
 Partner / Designated Partner



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OF ASSURANCES, KOLKATA
22 NOV 2012

8.3 Sanction & Approvals: The Developer upon the finalizing the Building Plans as mentioned in Clause 8.2 above, submit the Building Plans for sanction within a maximum period of 3 (three) months from date of receiving full vacant physical possession of the Said Premises subject to Force Majeure and there being no delay in compliance of their obligations relating to finalization of Building Plans by the Owners. The Developer shall take necessary steps and apply for obtaining the sanction of the Building Plans from the KMC as also all necessary approvals, clearances, no objections, etc. that may be required for the commencement of the Project (collectively "Approvals") at its own costs save and except those Approvals that have already been obtained in respect of the Said Premises. If any alteration is desired by the Planning Authorities, the Developer shall do the same at its own costs and intimate the same to the Owners. The Owners shall fully co-operate regarding the sanction of the Building Plans and the Approvals and shall sign all documents and papers that may be required for obtaining sanction of the Building Plans and the Approvals. The sanction fees for the Building Plans and the costs of Approvals relating to construction shall be borne by the Developer. However, in case any Approvals are necessary because of modifications/changes being made in any Unit at the request of the Transferee of such Unit, then the costs, charges, expenses, outgoings and fees for the same shall be borne and paid by the concerned Transferee. It is clarified that save and except for the Owners' obligations in respect of the Occupants as mentioned in Clause 8.1 above, all Approvals, permissions, actions and steps required to be taken as pre-condition of submission and sanction of the Building Plans and/or for commencement of construction of the New Building shall be taken/obtained by the Developer and the Owners shall have no obligation or liability in this regard. With regard to the Building Plans, it is clarified that within 7 (seven) days of the Developer submitting the Building Plans for sanction supply to the Owners a copy of the Building Plans so submitted. The Developer shall, in case so required by the Owners, provide photocopies of all documents and receipts evidencing and/or relating to such plans.

Director
Satyajit K. Mishra
Satyajit K. Mishra
Director

Director
Madhukar V. Patil
Director

8.4 Metro Corridor FAR: The Developer shall apply for additional FAR on account of Metro Corridor and include the same in the planning and preparation of the Building Plans. Such inclusion shall be subject to sanction by the appropriate authorities. The charges payable for availing Additional Floor Area Ratio (FAR) under Rule 69A of the KMC Building Rules 2009 shall be paid by the Owners and the Developer in equal shares. The sanction fee and the construction cost for extra FAR shall be borne and paid by the Developer. Once sanctioned, the additional FAR shall automatically form part of the New Building and all such Additional Floor Area Ratio shall be shared between the Owners and the Developer proportionately as part of Owners' Allocation and Developer's Allocation, respectively.

8.5 Architects and Consultants: The Architects and the other consultants, professionals, advisers, etc. for the Project shall be appointed and changed by the Developer from time to time. All fees, costs, charges and expenses payable to them shall be paid by the Developer.

Partner / Designated Partner
Sanyukta V. Patil
Sanyukta V. Patil
Partner / Designated Partner

PATCORP AFFILIATED DEVELOPERS LLP



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OF ASSURANCE-III, KOLKATA
22 NOV 2022

- 8.6 **Demolition of Existing Structures:** The Developer shall demolish the existing structures at the Said Premises. The net amount realized against sale of debris after payment of expenses for demolition and removal shall be paid to the Owner No. 1.
- 8.7 **Construction of New Building:** The Developer shall commence construction of the New Building within 1 (one) month from the date of sanction of the Building Plans and receipt of any Approvals required for commencement of construction. The Developer shall, at its own costs and expenses, construct, erect and complete the New Building in accordance with the Building Plans as per the **Specifications** mentioned in the **Third Schedule** hereunder written or such other specifications as may be mutually agreed between the Owners and the Developer from time to time.
- 8.8 **Owners' Consultant:** At all times during construction of the New Building, the Owners shall, at their own cost and expenses, be entitled to engage 1 (one) qualified civil engineer and/or architect (**Owners' Consultant**) to review the construction thereof by periodical inspections by prior written appointment with the Architect and the Developer. In case the Owners' Consultant finds any defect or deficiency in construction of any portion of the New Building or the quality of materials used therein, he shall within 7 (seven) days inscribe a reasoned comment to such effect in the 'site inspection book' to be kept by the Developer at the site of the New Building and also notify the Developer who shall, through the Architect verify the authenticity of such comment and in case the same is found to be valid and reasonable by the Architect, the Developer shall cause to be rectified such defect and/or deficiency within 30 (thirty) days of such finding. However, it has been agreed that the Completion Time shall be suitably stand extended by the time taken for such rectification.
- 8.9 **Costs of Construction:** The Developer shall be obliged to make payment of all costs, charges, expenses and outgoings that may be required for the purpose of constructing and completing the New Building in all respects and at no point of time shall the Developer claim such sum from the Owners.
- 8.10 **Completion Time:** The Developer shall, at its own costs and expenses, construct and complete the New Building in accordance with the Building Plans within a period of 42 (forty two) months from the date of sanction of the Building Plans and apply for obtaining Completion Certificate to the KMC ("**Completion Time**"). The Developer shall be entitled to a further period of 6 (six) months from the date of expiry of the Completion Time as a grace period ("**Grace Period**"). Any delay that may be attributable to Force Majeure shall also be added to the Completion Time and the Grace Period. Any delay beyond the Grace Period that is not due to Force Majeure but is attributable to the Developer, then compensation of Rs.3,00,000/- per month is to be paid by the Developer to the Owners for the period of delay.
- 8.11 **Common Portions:** The Developer shall its own costs, construct and/or install and/or make available in the New Buildings, the common areas, amenities and

BRICK & MORTAR REALTY PVT. LTD.
Satyajit K. Mishra
 Director

BRICK & MORTAR REALTY PVT. LTD.
Madhuben Khandekar
 Director

PATCORP INFRADEVELOPERS LLP
Sanyukta Patil
 Partner / Designated Partner



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22 NOV 2022

facilities as mentioned in the **Fifth Schedule** hereunder written or such other common portions as may be mutually agreed between the Owners and the Developer from time to time (collectively "**Common Portions**").

- 8.12 **Building Materials:** The Developer shall be authorized to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities required for the construction of the New Building.
- 8.13 **Utilities:** The Developer shall be entitled to utilize the existing available and/or modify or alter or apply for and obtain new connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities (whether temporary or permanent) from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed New Building.
- 8.13 **Areas:** The carpet area of any Unit shall be computed and advised by the Developer as per the Real Estate Laws. The built up and super built up area shall be as decided by the Developer in consultation with the Architect.
- 8.14 **Management, Control & Authority:** The Developer shall have exclusive and unobstructed right to administer the Said Premises. The Owners hereby agree and confirm that the Developer shall have all the authority to carry out the planning and development on and of the Said Premises including the following:-
- 8.14.1 To set up site office, put up the hoardings/boards, bring out brochures and commence the preparatory works for construction of the Developer's Allocation at the Developer's cost.
- 8.14.2 To display its board/hoardings as also of its group companies at the Said Premises and the New Building. To apply for and obtain from the Government or any other person/authority all permissions, approvals and clearances from any Appropriate Authority for all or any of the purposes connected with the planning or development or Transfer of the Units/New Building.
- 8.14.3 In terms of this Agreement, to sign and execute all plans, sketches, papers and applications and get the same submitted to and sanctioned by the Appropriate Authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Said Premises or any portion thereof and/or for obtaining any utilities and permissions.
- 8.14.4 To use its own name as the Developer in respect of the New Building. The name of the New Building shall bear the prefix "Signum".
- 8.14.5 To supervise the construction work in respect of the New Building to be carried out in accordance with the Building Plans with all necessary and/or permissible and/or sanctionable additions or alterations and in accordance with

or todayte services Pvt

Salaje Anu Shukla
Director

BRICK & MORTAR REALTY PVT. LTD.

Madhur Tandon
Director

PATCORP INFRADEVELOPERS LLP

Sanjay v. Parikh
Partner / Designated Partner



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OF ASSURANCE-I, KOLKATA
22 NOV 2012

all the applicable rules and regulations made by the Appropriate Authority in its own name and in terms of this Agreement.

8.14.6 To represent the Owners before all Appropriate Authorities and Government and also all electricity, water, drainage, sewerage, technology driven and other service providers.

8.14.7 To pay various fees, costs and charges to the concerned authorities as may be necessary for the purpose of carrying out the development work on the Said Premises and to claim refund of such deposits so paid and to give valid and effectual receipts in connection with the refund of such deposits in its own name or in the name of the Owners or in the joint names, as may be required.

8.14.8 To obtain necessary partial and/or full Completion/Occupancy Certificate from the Kolkata Municipal Corporation.

8.14.9 For all or any of the purposes contained hereinabove and required by the Developer, the Owners shall render all assistance and co-operation to the Developer and sign, execute, submit and deliver all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on the part of the Owners.

8.15 **Additional/Further Construction:** Upon sanction of the Building Plans, the Developer shall, if so and as is thereafter possible/permissible to be caused to be sanctioned and constructed, be entitled to apply for sanction of additional/further constructions (including any incremental parking space) beyond those sanctioned under the Building Plans and/or for Metro Corridor. In case such additional area is sanctioned, the same shall form part of the New Building and the Completion Time shall be increased reasonably as per mutual agreement of the parties to be finalized in consultation with the Architect. The usual sanction fee and the costs of construction of this additional area shall be borne and paid by the Developer. Any other cost for obtaining Additional FAR if payable shall be paid by the Owners and Developer in equal share.

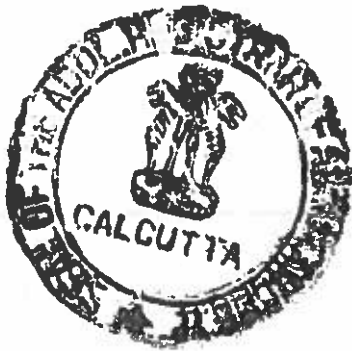
8.16 **Co-operation:** Neither Party shall indulge in any activities that may be detrimental to the development of the Said Premises and/or may affect the mutual interest of the Parties. Both parties shall provide all cooperation that may be necessary for successful completion of the Project.

9. **Deposit of Original Title Documents:** Simultaneously with the execution of this Agreement, all Original Title Documents and all connected papers in respect of the Said Premises shall be deposited by the Owners in the joint custody of (i) Mr. Rajeev Ginodia, Advocate of Ground Floor, 6, Church Lane, Kolkata-700001 and (ii) Mr. Sailesh Mishra, of 6 Old Post Office Street Kolkata 700001, against valid receipts, who shall be entitled to cause production thereof as and when required for the purpose of the Project including for housing finance.

of Tarabyte Services Pvt Ltd
Satyajit Das
Director

BRICK & MORTAR REALTY PVT. LTD.
Madhukar Tewari
Director

PATCORP TRADEDEVELOPERS LLP
Sanjeev. Parida
Partner/Designated Partner



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SECRETARY
GOVERNMENT OF WEST BENGAL
22 NOV 2022

10. Powers of Attorney:

10.1 The Owners shall simultaneously with the execution of this Agreement execute and register one or more Powers of Attorney in favour of the Developer and/or the Developer's nominated persons granting all necessary powers and authorities to effectuate and implement this Agreement (including for preparation/sanction/ modification/ alteration of Building Plans, construction and development of the Said Premises, obtaining all temporary/permanent utilities thereat, booking and sale of Developer's Allocation. All documents including Allotment Letters, Agreements for Sale, Deeds of Conveyance in connection with the Transferable Area's comprising in Developer's Allocation shall be signed by the Developer and/or the Developer's nominated persons as constituted attorney of the Owners. The Developer shall also be empowered and authorized to receive and appropriate the entire sale proceeds of the Developer's Allocation and shall be entitled to receive and appropriate the Extras and Deposits in connection with the entire Project.

10.2 **Additional Powers:** It is understood that to facilitate the New Building, various acts deeds matters and things not herein specified may be required to be done by the Developer for which the Developer may need the authority of the Owners for making or signing of various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall at the Developer's costs and expenses execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

10.3 The said power or powers of attorney to be so granted by the Owners to the Developer and/or its nominee/s shall form an integral part of this Agreement and the Owners shall not be entitled to revoke the same during the subsistence of this Agreement nor to modify or alter the same without the prior written consent of the Developer.

11. Allocations

11.1 **Owners' Allocation:** The Developer shall, at its own costs and expenses, construct and make available to the Owners in terms of this Agreement, (i) 50% (fifty percent) of the saleable area of the New Building including allotment of car parking spaces, (ii) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the Common Portions at the Said Premises and (iii) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the land comprised in the Said Premises

TERETABYIE SERVICES PVT. LTD.
Satyajit K. Mishra
Director

BRICK & MORTAR REALTY PRIVATE LIMITED
Madhur K. Khandekar
Director

FATCORP TRADERDEVELOPERS LLP
Sanyasir. Parvathi
Partner / Designated Partner



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ADDITIONAL INFORMATION
OF ASSOCIATION
22 NOV 2022

(collectively "Owners' Allocation"). The Owners have requested the Developer to divide and demarcate the Owners' Allocation between the Owners in the manner that out of the 50% being the Owners' Allocation 23% divided and demarcated area is allocated to Owner No. 1 and remaining 27% divided and demarcated area is allocated to Owner No. 2. The Owners have informed the Developer that out of the respective Allocations of the Owners a portion of divided and demarcated saleable area has been agreed to be allotted by the Owners to their respective allottees, who have vacated the portions occupied by them in lieu of the assurance of the Owners to make such allotments to them. All such respective divisions, demarcations and allocations of Owners' Allocation has been made based on the plan proposed to be submitted in KMC for sanctioning and if any changes are made in the final sanction plans suitable changes shall be incorporated in Owners' Allocation on similar basis upon receipt of sanction of Plans from KMC. The allotment of the Developer mentioned in the **Part-I of Sixth Schedule** hereunder written. The allotment of the Owner No. 1 and the allottees' of the Owner No. 1 mentioned in the **Part-II of Sixth Schedule** hereunder written. The allotment of the Owner No. 2 and the allottees' of the Owner No. 2 mentioned in the **Part-III of Sixth Schedule** hereunder written. The Owners hereby confirm, assure and undertake that, the Developer shall not be held liable in any manner in case there of any disputes between the Owners regarding their respective allocations as stated hereinabove and/or between the Owners and/or their respective allottees regarding the allocation made to the said allottees as stated hereinabove. The Owners hereby declare and confirm that Goods and Service Tax or any substitutes, additions or alterations thereof and/or any other impositions, levies or taxes on the divisions, demarcations and allocations of Owners' Allocation and/or the allocation and transfer in favour of the said allottees shall be the responsibility and liability of the Owners and the said allottees in accordance with law. The Developer shall have no responsibility or liability of whatsoever nature regarding the same. It is further made clear that the allocation to the said allottees shall not create any right and/or obligation in favour of any of the said allottees in so far as the Developer is concerned and that there shall be no privity of contract between the Developer and any of the said allottees who shall have no right to make any claim or raise any dispute against the Developer and/or under this Agreement and none of them shall be deemed to be parties to this Agreement, impliedly or otherwise under this Agreement.

- 11.2 **Developer's Allocation:** The Developer shall be entitled to 50% (fifty percent) of the saleable area of the New Building including allotment of car parking spaces, (2) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the Common Portions at the Said Premises and (3) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the land comprised in the Said Premises (collectively "**Developer's Allocation**").

12. **Dealing with Respective Allocations**

BRICK & MORTAR REALTY
 Subby K. M. S. Director

BRICK & MORTAR REALTY
 Madhukar Madhukar Director

BRICK & MORTAR REALTY
 Sanyav. Patil Integrated Partner



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ADDITIONAL REGISTRAR
OF ASSURANCE CO. IN KERALA
22 NOV 2022

- 12.1 **Demarcation of Respective Allocation:** The Parties have mutually earmarked and demarcated the respective allocations of the Owners' and the Developer's on the Building Plans, that is the architectural plans with benefit of additional FAR on account of Metro Corridor which has been prepared through the Architect of the Developer and accepted by the Owners and prepared to be submitted for sanction. The said Building Plans demarcating Owner No.1 allocation in **Green** colour thereon, Owner No. 2 allocation in **Blue** colour thereon and Developer's Allocation in **Brown** colour thereon is have been signed by the Parties. If subsequently there are any further modifications/changes/ variations in the Building Plans, then the Parties shall by mutual consent vary the allocations, if necessary. The Owners' Allocation and the Developer's Allocation shall be transferable in favour of the Transferees in the manner permissible under law.
- 12.2 **Sale by Owners:** The Owners shall be absolutely and exclusively entitled to the Owners' Allocation under this Agreement and the Owners shall make timely payment of Pass Through Charges, defined in Clause 13.5 below, in respect of the same as per applicable provisions and shall have exclusive right to sell, transfer, deal with and dispose of the same in any manner whatsoever in accordance with law and receive all considerations, amounts and payments in respect of the same subject to timely refund of Deposits by the Owners; payment of all dues and amounts payable to the Developer by the Owners under this Agreement and/or otherwise under law and payment of the Extras and Deposits in respect of the same by the Owners to the Developers. However, all such sales to be made by the Owners shall be in accordance with the Real Estate (Regulation and Development) Act, 2016 and the amendments and substitutes thereof and all rules, regulations, notifications, circulars, orders and byelaws thereunder as may be applicable from time to time (collectively "Real Estate Law") and the Owner shall be liable and responsible for due compliance of the Real Estate Law in respect of the Owners' Allocation and the sale thereof, as applicable to the Owners.
- 12.3 **Sale of Owners:** The Owners shall be absolutely and exclusively entitled to the Owners' Allocation with exclusive right to sell, transfer, deal with and dispose of the same in any manner whatsoever in accordance with law and receive all considerations, amounts and payments in respect of the same without any right, title, claim or interest therein whatsoever of the Developer. However, all such sales to be made by the Owners shall be in accordance to the Real Estate Law and the Owners shall be liable and responsible for due compliance of the Real Estate Law in respect of the Owners' Allocation and the sale thereof, as applicable to the Owners. The Developer shall join the Agreements for Sale, Deeds of Conveyances and other deeds and documents in favour of the Owners' Transferees of the Owners' Allocation and shall execute and if necessary, register the same. For such purpose the Developer shall grant a Power of Attorney in favour of the Owners and/or their nominees authorising them to execute and register the same in the name of and on behalf of the Owners. All costs to be incurred, regarding the execution and registration of such Power of Attorney including stamp duty and registration fee shall be borne and paid by the Owners.

for Teradyne services Pvt. Ltd.
Saty Arora
Director

BRICK & MORTAR REALTY PVT. LTD.
Madhukar Wankar
Director

PATCORP INFRADEVELOPERS LLP
Sanyam v. Patil
Partner / Designated Partner



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ADDITIONAL INSPECTION
OF AGRICULTURAL PRODUCTS
22 NOV 2020

- 12.4 **Sale by Developer:** The Developer shall be absolutely and exclusively entitled to the Developer's Allocation with exclusive right to sell, transfer, deal with and dispose of the same in any manner whatsoever in accordance with law and receive all considerations, amounts and payments in respect of the same without any right, title, claim or interest therein whatsoever of the Owners. However, all such sales to be made by the Developer shall be in accordance the Real Estate Law and the Developer shall be liable and responsible for due compliance of the Real Estate Law in respect of the Developer's Allocation and the sale thereof, as applicable to the Developer. The Owners shall join the Agreements for Sale, Deeds of Conveyances and other deeds and documents in favour of the Developer's Transferees of the Developer's Allocation and shall execute and if necessary, register the same. For such purpose the Owners shall grant a Power of Attorney in favour of the Developer and/or its nominees authorising them to execute and register the same in the name of and on behalf of the Owners.
- 12.5 **Price Mechanism:** The Owners and the Developer shall be entitled to sell their respective allocation on their own account in any manner as they may deem fit in parallel with each other. However, certain basic parameters including but not to limited to, sale price per square feet, premium location charges per square feet, height escalation charges per square feet etc. shall be fixed and revised in writing from time to time by the Developer and intimated to the Owners. The same shall be followed and adhered to by both the Owners and the Developer, while selling their respective allocations.
- 12.6 **Transfer in favour of Transferees:** The Units in the New Building shall be sold and transferred in favour of the Transferees by initially entering into Agreements for Sale and ultimately transferring title by registered Deeds of Conveyance. The Owners and the Developer shall be parties in all such Agreements and Deeds of Conveyance. The costs of such Agreements and Deeds of Conveyance (both in respect of the Owners' Allocation and the Developer's Allocation) including stamp duty and registration fees and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.
13. **Financials:**
- 13.1 **Construction/Project Finance:** The Developer shall be entitled to raise construction/project finance at any stage of the construction and shall be entitled to create mortgage/security of the Developer's Allocation in favour of a bank/financial institution without affecting any right of the Owners in the Said Premises and without creating any liability of whatsoever nature on the Owners. It is made clear that at no point of time the Owners' entitlement shall be mortgaged to any financial institution against any financial assistance provided to the Developer.
- 13.2 The Developer shall deposit with the Owners a mutually agreed interest free, refundable deposit amount of Rs.5,75,00,000/- (Rupees Five Crores and

per Terabyte Services Pvt
Sudip kumar Mishra
Director

BRICK & MORTAR REALTY
Madhukar Montakha
Director

PATCORP INFRADEVELOPERS LLP
Sanjay v. Patil
Partner / Designated Partner



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OF ASSURANCE-II, KOLKATA
22 NOV 2022

Seventy Five Lakhs) ("Deposits") which the Owners have jointly requested the Developer to pay in the names of the Owners in the following manner:

	Amount (Rs)
Already paid to the Owner no. 1 before the execution of this Agreement as per details mentioned in the Memo of Deposits hereunder written.	Rs. 1,65,00,000.00
To be paid to the Owner no. 1 at the time of execution of this Agreement	Rs. 21,00,000.00
To be paid to the Owner no. 2 at the time of execution of this Agreement	Rs. 21,00,000.00
To be paid to the Owner no. 1 in such tranches/instalments as may be mutually decided between the Developer and the Owner no. 1, proportionately with surrender of peaceful, physical and vacant possession by the Occupants and handing over of vacant possession of such portions to the Developer immediately.	Rs. 2,14,00,000.00
To be paid to the Owner No.2 at a mutually agreed time	Rs. 41,50,000.00
To be paid to the Owner No. 2 upon handover of fullvacant, peaceful and physical possession of the entirety of the Said Premises to the Developer	Rs. 62,50,000.00
Agreed amount which shall not be required to be paid directly to the Owners but shall be utilized by the Developer on behalf of the Owners towards making payment of the Owners' contribution for charges payable for availing Additional FAR under Rule 69A of the KMC Building Rules 2009 as mentioned in Clause 8.4 above and such payment shall be deemed to payment made to the Owners towards the Deposit.	Rs. 50,00,000.00
	Rs. 5,75,00,000.00

The Owners hereby admit and acknowledge receipt of an aggregate sum of Rs.2,07,00,000/- from the Developer as part payment of the Deposits as per particulars mentioned in the Memo hereunder written. If the Owners' contribution towards such charges exceeds Rs. 50 lakhs, then the amount over and above the same shall be paid by the Owners themselves within 7 days of demand to the Developer in such ratio proportionate to their respective allocations. If however the Owners' contribution towards such charges is less than Rs. 50 lakhs then the Developer shall pay the balance amount to the Owners as Deposit in the same ratio.

BRICK & MORTAR REALTY PVT. LTD.

Sanyo v. Parodid

Partner/ Designated Partner

BRICK & MORTAR REALTY PVT. LTD.

Shachin K. Hantel

Director

BRICK & MORTAR REALTY PVT. LTD.

Director



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ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
22 NOV 2012

13.3 **Refund of the Deposits:** Rs. 5,75,00,000/- (Rupees Five Crores and Seventy Five Lakhs only) being the amount of the Deposit received by the Owners under this Agreement shall be refunded by the Owners to the Developer within 7(seven) days of the Developer offering hand over of Owners' Allocation to the Owners. Upon receipt of the Refund of the Deposits the Developer shall hand over the Owners' Allocation. In case of delay in refund of the Deposits or any portion thereof, interest thereon at the rate of 15 per cent per annum shall be payable by the Owners to the Developer till the date of refund. In case of such delay exceeding 3(three) months, the Developer shall be entitled to recover the same together with interest by retaining portion of the Owners' Allocation at a 20 per cent discount to the last sale price. Such retained portion shall thereafter form part of the Developer's Allocation and the Developer shall be entitled to deal with and dispose of such retained portion in the same manner as the Developer's Allocation and the Power of Attorney in favour of the Developer shall be deemed to be valid regarding the same and the entire sale proceeds thereof shall belong exclusively to the Developer.

13.4 **Handing Over Possession of Owners' Allocation:** Upon the construction of the New Building being completed as per the certificate from the Architects, the Developer shall give a written notice to the Owners in terms of Clause 16.1 hereunder but the physical possession of Owners' Allocation shall be handed over by the Developer to the Owners only after getting full refund of the Deposits from the Owners as mentioned in Clause 13.2 above Together With all Extras and Deposits and all applicable GST. All liabilities including but not limited to payment of Municipal Rates & Taxes, Maintenance Charges and all other charges as mentioned herein in connection with the Owners' Allocation shall become payable from the date of issue of Architect's certificate.

13.5 **Pass Through Charges:** Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees (collectively "Pass Through Charges") payable as per the rates applicable from time to time in respect of the Developer's Allocation shall be the responsibility and liability of the Developer and the Pass Through Charges payable as per the rates applicable from time to time payable in respect of the Owners' Allocation shall be the responsibility and liability of the Owners and/or their Transferees. In the event of there being any unsold transferable areas comprised in Owners' Allocation at the time of issue of Completion/Occupancy Certificate, then the Owners shall be liable to pay all GST as per applicable GST provisions prevailing at that time. The Owners shall also be liable to pay the applicable GST to the Developer against the construction services to be provided by the Developer in respect of the Owners' Allocation as and when billed by the Developer and in terms of the applicable law. Each party shall keep the other party fully indemnified regarding the above.

14. **Marketing & Brokerage:**

100 Terabyte services Pvt
Sangeeta Kulkarni
Director

BRICK & MORTAR REALTY PVT. LTD.
Shashankas Mendlikar
Director

PATCORP INFRADEVELOPERS LLP
Sangeeta v. Parashar
Partner / Designated Partner



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OF ASSURANCE-II, KOLKATA
22 NOV 2022

- 14.1 **Marketing:** The parties may market their respective allocations at their own costs. However, if the Owners desire to use in any of the marketing materials including hoardings, brochures, pamphlets, website content, etc. to be used by the Developer for the marketing the Developer's Allocation, then the Owners shall bear the proportionate marketing expenses.
- 14.2 **Branding and Name of New Building:** The New Building shall be promoted under the joint brand of the Developer and the Owners. The name of the New Building shall be decided by the Developer (in consultation with the Owners) and shall contain the prefix "Signum. All publicity materials including print and other media or any other advertisement shall specifically mention that the Project is being promoted by the Signum Group and any one Group name selected by the Owners in association, the name Signum Group appearing first. The Owner No.1 shall pay to the Developer proportionate costs of the total marketing, publicity and advertisement costs and expenses along with applicable GST as applicable as its proportionate contribution relating to its 23% for all marketing, publicity and advertisement costs and expenses incurred by the Developer for the Project.
- 14.3 **Brokerage:** The Owners and the Developer may engage their respective marketing agents for selling their respective allocations on such terms as they deem fit and proper provided that the Owners shall not sell below the sale price decided by the Developer from time to time. The Owners shall pay brokerage in respect with Owners' Allocation and the Developer shall pay brokerage in respect with Developer's Allocation.
15. **Municipal Taxes and Outgoings:** All Municipal rates, taxes and outgoings (collectively Rates) in respect of the Said Premises relating to the period (i) upto the date of handing over of full vacant physical possession of the Said Premises to the Developer shall be borne, paid and discharged by the Owners, (ii) thereafter the same shall be borne, paid and discharged by the Developer till the date of grant of the Completion/Occupancy Certificate, and (iii) thereafter from the date of grant of the Completion/Occupancy Certificate the Rates shall be borne, paid and discharged by the respective Transferees.
16. **Possession and Post Completion Maintenance:**
- 16.1 **Notice of Completion:** Upon the construction of the New Building being completed as per the certificate from the Architects, the Developer shall give a written notice to the Owners ("Possession Notice") to take physical possession of the Units comprised in the Owners' Allocation and the date of such notice shall be deemed to be the Completion Date though Common Portions may be incomplete at that time and Completion/Occupancy Certificate from KMC shall be obtained subsequently after completion of Common Portions and other parts of the Project by the Developer.
- 16.2 **Maintenance:** The Developer shall in consultation with the Owners frame a scheme for the management and maintenance of the New Building. Initially the maintenance of the New Building including the Common Portions shall be

at Terabyte services Pvt
 Satyajeet K. Kulkarni
 Director

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 Madhukar K. Kulkarni
 Director

PATCORP INFRADEVELOPERS LLP
 Sanjay. P. Patil
 Managing Partner



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
22 NOV 2022

looked after by the Developer who shall be entitled to collect the costs and service charges for the same ("Maintenance Charges"). At an appropriate stage the Developer shall hand over the maintenance to a body constituted / formed at the instance of the Developer and the Transferees shall be represented on such body.

17. Principal Obligations of Developer:

- 17.1 **Payment of Deposits:** The Developer shall make deposit of the balance amount of Deposits in terms of Clause 13.2.
- 17.2 **Completion of construction within Completion Time:** The Developer shall complete the construction of the New Building to the extent necessary for giving notice under Clause 16.1 above within the Completion Time and Grace Period, as the case may be, subject to Force Majeure Provided However that in case of revised sanction, the time required for revision shall be added.
- 17.3 **Compliance of Real Estate Laws by Developer:** The Developer shall at its own costs, charges, expenses, outgoings and fees comply with all requirements and obligations of the Developer under the Real Estate Law including those relating to the Developer's Allocation thereunder and for such purpose sign and submit the necessary papers and documents as may be required.
- 17.4 **Obligations subsequent to Completion:** The Developer shall complete the Common Portions and make available utilities like electricity, water, sewerage, drainage etc. within 4 (four) months of giving notice under Clause 16.1. It is however clarified that the drainage/sewerage connection required to be obtained after the Completion/ Occupancy Certificate shall be obtained by the Developer at its own cost subsequently.
- 17.5 **Completion/Occupancy Certificate from the KMC:** The Developer shall apply to the KMC for the Completion/Occupancy Certificate at its costs within 6 (six) months of the Completion Date. Upon issue of the Completion /Occupancy Certificate, the Developer shall obtain the drainage/sewerage connection required to be obtained thereafter.
- 17.6 **Compliance with Laws:** The Developer shall execute the Project and make construction of the New Building in conformity with the prevailing laws.
- 17.7 **Involvement of other consultants, etc.:** The Developer shall be responsible for development and construction of the New Building with the help of the Architects as also all other consultants, professionals, contractors, etc.
- 17.8 **Specifications:** The Developer shall use building materials as per the Specifications mentioned in the Part-I of the Third Schedule hereunder written and/or such other specifications as may be decided by the Developer for constructing the entirety of the Developer's Allocation in the New

net Taradvis Services Pvt
Satyam K. Shukla
Director

BRICK & MORTAR REALTY PVT. LTD.
Madhukar K. Kulkarni
Director

PATCORP INFRADEVELOPERS LLP
Sanjay V. Patil
Partner



SECRETARY
OF AGENCIES
22 NOV 2000

Building. It has been further agreed between the Developer and the Owners that the Developer shall use building materials as per the Specifications mentioned in the Part-II of the Third Schedule hereunder written and/or such other specifications as may be mutually agreed to construct the entire allocation of Owners in the New Building.

- 17.9 **Adherence by Developer:** The Developer has assured the Owners that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.
- 17.10 **Construction at Developer's Cost:** The Developer shall construct and complete the New Building at its own cost. The Developer shall be responsible for any claim relating to construction.
- 17.11 **Tax Liabilities:** Subject to clause 13.5, the taxes, levies, duties, etc. in relation to the development and construction of the New Building/Project, shall be paid by the Developer. However, the income tax/capital gains tax payable by the Owners on the income arising out of transfer of the Owners' Allocation in the New Building as also the Pass Through Charges payable in respect of the Owners' Allocation, shall be payable by the Owners. Nothing contained in this Clause shall affect the Pass Through Charges which shall be payable as per Clause 13.5.
- 17.12 **Approvals for Construction:** The Developer shall obtain the Approvals required from various authorities to commence, execute and complete the Project. The Owners shall fully assist and co-operate with the Developer in this regard and shall sign all documents and papers that may be required for the same.
- 17.13 **Assignment:** The Developer may assign this Agreement in favour of any of its Group Company/Limited Liability Partnership, that is any Company/LLP under the management of Signum Group. However, the Developer shall not assign this Agreement to outside parties without prior intimation to the Owners. Any of the Owners may convert from a private limited company into a Limited Liability Partnership without affecting the Project in any manner at an appropriate time that may be mutually decided with the Developer.
- 17.14 **Stamp Duty and Registration Fee:** The Developer shall pay and bear the entire amount of Stamp Duty and the registration fee payable in respect of this Development Agreement and the Power of Attorney granted pursuant hereto.
18. **Principal Obligations of Owners**
- 18.1 **Title:** The Owners shall ensure that their title to the Said Premises is and continues to remain good and marketable and free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licenses, occupancy rights, trusts, debutters, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, liabilities and lispensens till the completion of the

BRICK & MORTAR REALTY PVT. LTD.

Madhukar Nandke

Director

Signterabyte Services Pvt

Satish K. K. K.

Director

PATCORP INFRADEVELOPERS LLP

Sampat v. P. P. P.

Created Partner



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OF BIRTHS, DEATHS & MARRIAGES
22 NOV 2023

Project. The Owners shall forthwith rectify/remedy defects or deficiencies, if any, in the title and resolve any issue that may arise regarding title or any encumbrance etc. at their own costs and hereby indemnify and agree to keep the Developer fully indemnified in this regard.

18.2 **Entire Vacant Possession:** The Owners shall fully comply with their obligations under Clause 8.1 in a timely manner so that the Developer has full vacant physical possession of the Said Premises in its entirety within 3 (three) months from the date hereof.

18.3 **Compliance of Real Estate Laws by Owners:** The Owners shall at their own costs, charges, expenses, outgoings and fees comply with all requirements and obligations of the Owners under the Real Estate Law including those relating to the Owners' Allocation thereunder and for such purpose sign and submit the necessary papers and documents as may be required.

18.4 **Co-operation with Developer:** The Owners agree, undertake and covenant that they shall fully co-operate with the Developer and with each other for proper implementation of the Development of the said Premises in terms of this agreement (including for obtaining the Approvals) and shall sign all documents and papers that may be required for the same and shall not do anything that may directly or indirectly adversely affect, delay and/or hinder in any manner the Project and/or development, construction and/or sale of any of the Units. The Owners further agree and undertake that in the event of there being any difference and/or dispute between the Owners inter se at any point of time on any account whatsoever, then the same shall not be allowed in any manner to affect the implementation of this development agreement and/or the Project and the Owners shall continue to comply with their respective obligations hereunder expeditiously and without delay, irrespective of any internal differences/disputes between them inter se.

18.5 **Documentation and Information:** The Owners undertake to provide the Developer with necessary documentation and information relating to the Said Premises as may be required by the Developer from time to time.

18.6 **No Obstruction to Developer:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging their functions and/or exercising its rights and entitlements under this Agreement.

18.7 **No Dealing with the Said Premises:** Save in the manner envisaged under this Agreement, the Owners hereby covenant not to henceforth deal with, dispose of, transfer in any manner or encumber the Said Premises or any portion thereof and/or to enter into any agreement, arrangement or understanding relating to the same and/or create any third party rights whatsoever except for sale of Owners' Allocation in terms of this Agreement.

18.8 **Adherence by Owners:** The Owners have assured the Developer that they shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.

FOR TERABYTE SERVICES PVT

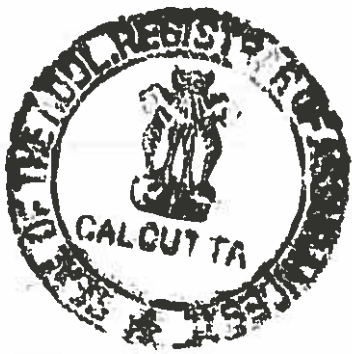
 Director

BRICK & MORTAR REALTY PVT. LTD.

 Director

PATCORP INFRADEVELOPERS LLP

 Partner / Designated Partner



ADDITIONAL REGISTRAR
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22 NOV 2002

19. Indemnity

19.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owners saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, losses, damages, costs, charges, expenses, liabilities, demands and consequences whatsoever suffered by the Owners relating to the development and/or construction of the New Building and arising from any breach of this Agreement or applicable law by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or arising from any of the declarations, representations, agreements and assurances made or given by the Developer being incorrect and/or arising due to any act, omission, breach or default of the Developer.

19.2 **By Owners:** The Owners hereby indemnify and agree to keep the Developer saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, losses, damages, costs, charges, expenses, liabilities, demands and consequences whatsoever suffered by Developer relating to the ownership and/or title of the Said Premises and/or arising from any defect/deficiency in title of the Said Premises and/or due to any encumbrance, etc. and/or arising from any breach of this Agreement or applicable law by any of the Owners and/or arising from any of the declarations, representations, agreements and assurances made or given by the Owners being incorrect and/or arising due to any act, omission, breach or default of any of the Owners.

20. Miscellaneous

20.1 **Developer to Collect Extras & Deposits:** The Developer shall be exclusively entitled to collect and appropriate all Extras and Deposits (indicated in the **Fourth Schedule** hereunder written) in respect of all Units comprised in the Project. The Extras and Deposits in respect with Owners' Allocation shall be paid to the Developer either by the Owners or by their Transferees at such times as may be demanded by the Developer provided however the same shall be fully paid on or before hand over of possession of the Owners' Allocation or the issue of the Completion/Occupancy Certificate, whichever is earlier, irrespective of whether all Units of the Owners' Allocation are sold or not by such time. It is however made clear that such demands shall be made by the Developer in a similar manner as those made to the Transferees of the Developer. The respective amounts of each of the Extras and Deposits shall be decided by the Developer at the time of launch of the Project, that is commencement of bookings. In case any new item is to be added to the Extras and Deposits mentioned in the Fourth Schedule hereunder written, the Developer shall inform the same to the Owners. The residue remaining with the Developer on account of Deposits shall upon formation of the Association in respect of the New Building be handed over to such Association by the Developer after adjusting the dues and arrears receivable by the Developer, if any

TERABYTE SERVICES PVT
Sahaj Bhandari
Director

BRICK & MORTAR REALTY PVT. LTD.
Madhuras Hande
Director

PATCORP TRADEDEVELOPERS LLP
Sanyav. Perodil
Partner / Designated Partner



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22 NOV 2012

- 20.2 **Additional Lands:** The Owners have indicated that they are in the process of negotiating / purchasing further lands adjacent and/or contiguous to the Said Premises ("Additional Lands"). Upon such purchase by the Owners and/or their nominees and/or assignees if the Owners and the Developer agrees to develop such Additional Lands then the Owners and the Developer shall allow rights of ingress and egress to the project to be constructed on such Additional Lands through the driveway of the New Building to be constructed on the Said Premises.
- 20.3 **Documentation:** The documents for transfer including Agreements for Sale of Units and Deeds of Conveyance for the New Building/Project shall be prepared by R. Ginodia & Co. LLP, Advocates of 6, Church Lane, Kolkata-700001 ("Project Advocates") and the suggestions of the Owners' Advocate shall be taken into consideration. The Agreements for Sale of Units and Deeds of Conveyance relating to the Allocation of the Owner no. 2 shall also contain the name of the Advocate of the Owners no.2. on the back page. The documents regarding all Units shall contain similar rights and obligations regarding the usage and enjoyment of all the Units of the New Building. The fees, costs, charges and expenses of preparation, stamping, registration of the Agreements for Sale and Deeds of Conveyance in shall be paid by the Transferees of all the Units of the New Building. It is clarified that the legal fees, costs, charges and expenses of preparation and registration of the Agreements for Sale and Deeds of Conveyance in respect of Allocation of the Developer and the Allocation of the Owner No. 1 shall be paid by the Transferees of all the Units of the New Building to the Project Advocates. Regarding the Allocation of the Owner No. 2 the same shall be payable to the Advocate appointed by the Owner No. 2.
- 20.4 **Representatives of the Parties:** The Owner No.1 do hereby appoint Mr. Madhukar Nowlakha, the Owner No. 2 do hereby appoint Mr. Satya Deo Mishra as their respective representative for the purposes of this Agreement and the Developer may approach him as the Owners' Representative for all purposes connected with this Agreement and the Project and his acts and documents shall be valid and binding as the acts and documents of the Owners. The Developer hereby appoints Mr. Saumya Vardhan Patodia as its representative for the purposes of this Agreement and the Owner may approach him as the Developer's Representative for all purposes connected with this Agreement and the Project and his acts and documents shall be valid and binding as the acts and documents of the Developer.
- 20.5 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.
- 20.6 **Validity:** The parties are executing this Agreement as a legally binding contract with intent to be bound by the terms hereof. If any term or provision herein contained shall be held to be invalid or unenforceable, the same shall

for Terabyte Services by

Satya Deo Mishra

Director

BRICK & MORTAR REALTY PVT. LTD.
Madhukar Nowlakha

Director

PATCORP AFFRANCE DEVELOPERS LLP

Saumya Vardhan Patodia

Partner / Designated Partner



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ADDITIONAL REGISTRAR
OF ASSURANCE - CALCUTTA
22 NOV 2012

not affect the validity or enforceability of the other provisions of this Agreement and the parties shall endeavor to replace such term or provision with a valid and enforceable term or provision which corresponds best to the original intention.

- 20.7 **Counterparts:** This Agreement is being executed in duplicate. The original Agreement shall be stamped and registered at the costs and expenses of the Developer and the Developer shall be entitled to the custody of the same. The duplicate copy of the Agreement shall be retained by the Owners.
- 20.8 **Essence of the Contract:** The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 20.9 **No Partnership:** The Owners and the Developer have entered into this Agreement purely on a principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 20.10 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion.
- 20.11 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 20.12 **Name of New Building:** The name of the New Building shall be decided by the Developer and Owners and shall contain the prefix "Signum".

21. Force Majeure

- 21.1 Force Majeure shall mean and include any event preventing either Party from performing any or all of its obligations under this Agreement including which arises from, or is attributable to Acts of God, natural calamities, epidemics, pandemics, lockdowns, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, storm, tempest, fire, explosion, earthquake, subsidence, epidemic, medical/health emergencies, natural or physical disaster, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material in West Bengal, delays due to municipal elections or any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any Government directions or Court orders.
- 21.2 If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, then such Party shall not

ver Terabyte Services Pvt

BRICK & MORTAR REALTY PVT. LTD.

PAICARD MORTGAGE SERVICES

Satyajit Kumar
Director

Madhubanjan
Director

Sanyal Pradeep
Partner / Co-Ordinated Partner



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OF ASSURANCE-II, KOLKATA
22 NOV 2022

be deemed to have defaulted in the performance of its contractual obligations and the time periods mentioned in this Agreement shall stand suitably extended.

22. **Amendment/Modification:** The parties may add to, alter, amend and/or modify this Agreement or any part hereof in such manner as may be mutually agreed in writing provided however it shall not be necessary to register such writing. No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and/or unless the same is mutually accepted and admitted by the parties.
23. **Notices:** All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of dispatch of such notice by prepaid registered speed post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid. In case giving of any notice by registered speed post is prevented by Force Majeure event and it is possible to send and receive notice by email, then it shall be sent by e-mail to the other party and its Advocates and thereafter also sent by registered speed post immediately upon such mode of dispatch being possible. Any notice sent by e-mail shall be sent to all of the following e-mail addresses:

<u>Owner No. 1</u>		<u>e-mail address</u>
Mr. Madhukar Nowlakha	:	madhunowlakha@yahoo.co.in
<u>Owner No.2</u>		<u>e-mail address</u>
Mr. Satya Deo Mishra	:	mishraadv@gmail.com
<u>Developer</u>		<u>e-mail address</u>
Mr. Saumya Vardhan Patodia	:	saumya@signumgroup.in
<u>Project Advocates</u>		
R.Ginodia & Co. LLP	:	rajeev@ginodia.net

24. **Arbitration:** Any dispute or difference between the parties hereto relating to and/or concerning the Said Premises or any portion thereof and/or arising out of and/or relating to and/or concerning this Agreement or any term or condition herein contained and/or any breach thereof and/or relating to interpretation thereof shall be resolved by mutual discussions between the parties amicably, failing which the same shall be referred to arbitration. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996

BRICK & MORTAR REALTY PVT. LTD.

Madhukar Nowlakha

Director

100 Terabyte services Pvt ...

Satya Deo Mishra

Director

Saumya Vardhan Patodia

Director



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OF ASSURANCE Cell-II, KOLKATA
22 NOV 2012

as amended from time to time. The parties have agreed that the Arbitrator shall have summary powers and may make or give interim orders, awards and/or directions and shall be entitled to grant specific performance, damages, interest, etc. The Arbitrator shall be entitled to avoid all rules relating to evidence and procedure as are expressly avoidable under the law but shall give reasons for the award. The Award(s) made by the Arbitrators shall be final and the parties agree to be bound by the same.

25. **Jurisdiction:** In connection with the aforesaid arbitration proceedings, the Courts at Kolkata only shall have exclusive jurisdiction to receive, entertain, try and determine all actions and proceedings.
26. **Rules of Interpretation:**
- 26.1 **Statutes:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.
- 26.2 **Number:** In this Agreement, any reference to singular includes plural and vice-versa.
- 26.3 **Gender:** In this Agreement, words denoting any gender includes all other genders.
- 26.4 **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.
- 26.5 **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.
- 26.6 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 26.7 **Headings:** In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

Terabyte Services Pvt. Ltd.
Sabya Das Mukherjee
Director

BRICK & MORTAR REALTY PVT. LTD.
Madhukar Tewari
Director

Sanyal Pooja



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OF ASSURANCE-II, KOLKATA
22 NOV 2022

27. Schedules:

First Schedule

("Said Premises")

ALL THAT the piece or parcel of land containing by estimation an area of 2 (two) Bighas 2 (two) Cottahs 1 (one) Chittack and 19 (nineteen) square feet be the same a little more or less as per title Deeds but on actual physical survey found to contain 2 Bighas 1 Cottah and 40 Square Feet together with one storied brick built building constructed thereon having covered area measuring about 1200 (one thousand and two hundred) square feet and few very old tile roofed dwelling units having covered area collectively measuring about 3200 (three thousand and two hundred) square feet erected thereon and situate lying at and being Municipal Premises No. 41/D, Diamond Harbour Road, Police Station Ekbalpur, Kolkata- 700027 within Ward No. 79 of the Kolkata Municipal Corporation and butted and bounded in the following manner:

On the North:	By Government Land;
On the South:	By Premises Nos. 41A, 41B and 41C, Diamond Harbour Road;
On the East:	Partly by Premises No. 41/1 and 42, Diamond Harbour Road and partly by Diamond Harbour Road; and
On the West:	Partly by Premises No. 13, Jalla Lane and partly by Premises No. 7 Braunfeld Road;

OR HOWSOEVER OTHERWISE the same may be butted, bounded, called, known, numbered, described or distinguished.

The Said Premises is delineated on the **Plan** attached and bordered in **Green** colour thereon.

Second Schedule

(Devolution of Title)

1. Premises No. 41/D, Diamond Harbour Road, Kolkata-700027 measuring about 2 (two) Bighas 2 (two) Cottahs 1 (one) Chittack and 19 (nineteen) square feet was owned by the following persons as per their mutually accepted respective shares mentioned below:

per Terabyte Services Pvt
Satyap K. Mishra
Director

BRICK & MORTAR REALTY PVT. LTD.
Machhara Mondal
Director

PATCORP INFRADEVELOPERS LLP
Sanyav. Pal
Partner / Designated Partner

Sl. No.	Names	Share in said Premises
1.	Mrs. Geeta Jaiswar	1/8 th (one-eighth)
2.	Mrs. Savita Katiyar	1/8 th (one-eighth)
3.	Mrs. Kanti Singh	1/8 th (one-eighth)
4.	Rajeev Singh	1/8 th (one-eighth)
5.	Mrs. Sujata Singh	1/8 th (one-eighth)
6.	Mrs. Sarita Singh	1/8 th (one-eighth)
7.	Mrs. Sangeeta Singh	1/8 th (one-eighth)
8.	Mrs. Jyoti Katiyar	1/48 th (one- forty eighth)
9.	Mrs. Rita Singh alias Mrs. Bharati Das	1/48 th (one- forty eighth)
10.	Mrs. Reena Katiyar	1/48 th (one- forty eighth)
11.	Mrs. Sanju Sachan	1/48 th (one- forty eighth)
12.	Mrs. Sandhya Patel	1/48 th (one- forty eighth)
13.	Ashok Das	1/48 th (one- forty eighth)
		Total-100 per cent

2. By virtue of the Deed of Conveyance dated 13th September, 2007, registered at the office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No.75, Pages 8772 to 8789, being Deed No.6467 for the year 2008 Brick And Mortar Realty Private Limited (the Owner No. 1) purchased an undivided one half share, that is 50 per cent share in the said Premises No. 41/D, Diamond Harbour Road, Kolkata-700027, whereby 1/8th (one-eighth) share of Mrs. Kanti Singh, . 1/8th (one-eighth) share of Rajeev Singh, . 1/8th (one-eighth) share of Mrs. Sujata Singh and 1/8th (one-eighth) share of Mrs. Sarita Singh were purchased.
3. By virtue of following 3 (three) Deeds of Conveyance, Terabyte Services Private Limited (the Owner No. 2) purchased an undivided one half share, that is 50 per cent share in the said Premises No. 41/D, Diamond Harbour Road, Kolkata-700027.
- (a) Deed of Conveyance dated 6th December, 2006, registered at the office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 75, at Pages 8760 to 8771, being Deed No. 6466 for the year 2008 whereby 1/8th (one-eighth) share of Mrs. Geeta Jaiswar, 1/8th (one-eighth) share of Mrs. Savita Katiyar, . 1/48th (one- forty eighth) share of Ashok Das, 1/48th (one- forty eighth) share of Mrs. Reena Katiyar, 1/48th (one- forty eighth) share of Mrs. Rita Singh alias Mrs. Bharati Das, 1/48th (one- forty eighth) share of Mrs. Sandhya Patel and 1/48th (one- forty eighth) share of Mrs. Sanju Sachan were purchased.
- (b) Deed of Conveyance dated 22nd September, 2007, registered at the office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume

BRICK & MORTAR REALTY PVT. LTD.

Machinder Kondekar
Director

TERABYTE SERVICES PVT

Sudip K. Ghosh
Director

PATCORP INFRADEVELOPERS LLP

Sanyo v. Palodol
Partner / Designated Partner



ADDITIONAL POST OFFICE
OF CALCUTTA
22 NOV 2000

No. 75, at Pages 8731 to 8741, being Deed No. 6464 for the year 2008 whereby 1/8th (one-eighth) share of Mrs. Sangeeta Singh was purchased.

- (c) Deed of Conveyance dated 27th December, 2007, registered at the office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. I, at Pages 1 to 10, being Deed No. 1268 for the year 2008 whereby 1/48th (one-forty eighth) share of Mrs. Jyoti Katiyar was purchased.
4. Thus Brick And Mortar Realty Private Limited (being the Owner No. 1 herein) and Terabyte Services Private Limited (being the Owner No. 2 herein) became the joint owners of the said Premises, each of them having an undivided one half share therein, that is 50% share each.
5. The names of the Owners herein have been duly mutated in the records of the Kolkata Municipal Corporation under Assessee No. 110790600125.
6. The Owners have obtained necessary clearances, no objections and approvals from various departments and authorities including the Urban Land Ceiling Authorities, Airport Authority of India, Bharat Sanchar Nigam, Fire Services etc. and have applied for sanction of a building plan which has been processed by the Kolkata Municipal Corporation and is at an advance stage for sanction. The Owners have decided not to sanction of the building plan submitted to the Kolkata Municipal Corporation and have requested the Developer to prepare a new building plan along with benefit of sanction relating to Metro Corridor and to take steps for sanction of the new plan on the basis of the no objections, permissions and approvals already obtained by the Owners from different authorities and departments. In the event any of the same have to be obtained again then the Owners shall full co-operate and assist the Developer in obtaining the same at the costs of the Owners.

Third Schedule

(Specifications)

Part-I

[Specification for Allocation of Developer]

1.	Flooring & Dado	:	Neat Cement Flooring in Living, Dinning, Bedrooms & Balconies, Kitchen, Master Toilet and Other Toilets.
2.	Windows	:	Aluminium/UPVC Windows
3.	Doors	:	Main door shutter of the Apartment will be veneer finished
4.	Kitchen	:	-Neat Cement Flooring
			-Provision of Chimney/Exhaust

BRICK & MORTAR REALTY PVT LTD.

Madhukar Kanti

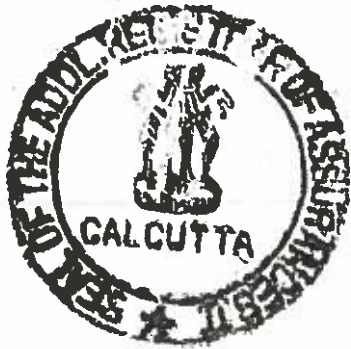
TERABYTE SERVICES PVT LTD.

Sangeeta Singh

Director

PATCORP INFRADEVELOPERS LLP

Sangeeta V. Pal
Partner / Designated Partner



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AUDIT DEPARTMENT
GOVT. OF WEST BENGAL
22 NOV 2009

			-Provision for water inlet and outlet
5.	Toilets	:	-Neat Cement Flooring
			-Provision for water inlet and outlet
6.	Walls	:	-Internal wall with Cement Plaster and External walls mix texture paint/weather proof paint
7.	Balcony	:	Finished with S railing with toughened glass
8.	Electrical	:	Electrical Line upto DB Box
9.	HVAC	:	Provision for VRV system (only Ledge and Sleeves) will be provided in each unit, the same will be installed at the demarcated place by the purchaser at their own cost.
10.	Power Backup	:	-DG backup in Common Area
			-Power backup in flats will be chargeable
11.	Fire Fighting	:	-Fire fighting system will be installed as per WBFES recommendations.
12.	Main Lobby	:	Main Lobby with extra height and finished with Italian Marbel flooring
13.	Lifts	:	-Otis/Kone or equivalent
14.	Water Filtration	:	-Water will be filtered through Water Treatment Plant
15.	Solar Panel	:	-Solar panel for limited common area lighting as per KMC guidelines
16.	CCTV	:	CCTV installation in Ground Floor of Common Area

BRICK & MORTAR REALTY PVT. LTD.

er Terrace services Pvt

Sanjay K. Patel
Director

Madhukar Pawar
Director

Director

Part-II
[Specification for Allocation of Owners]

Flooring & Dado	Tiles in Living, Dining, Bedrooms & Balconies Vitrified / Ceramic Tile in Kitchen, Master Toilet & other Toilets
Windows	Aluminum / UPVC Windows
Doors	Main door shutter of the Apartment will be veneer finished.
Kitchen	Anti Skid flooring Vitrified / Ceramic Tile Dado up to 600 mm above kitchen counter. Provision of Chimney/Exhaust Provision for Water inlet and Outlet
Toilets	Vitrified / Ceramic Tile Dado up to door height Provision for Water inlet and Outlet CP fittings and Sanitary Ware of reputed brand,
Walls	Internal wall with Cement Plaster and External walls Mix Texture Paint / Weather proof paints
Balcony	Finished with SS railing with Toughened Glass

PATCORP INFRADEVELOPERS LLP

Sanjay. Patel
Partner / Promoted Partner

Partner / Promoted Partner



ADDITIONAL SECRETARY
DEPARTMENT OF...
22 NOV 2011

Electrical	Concealed wiring with modular switches. Television and Telephone points in all bedrooms and living-dining.
HVAC	Provision for VRV system (only Ledge and Sleeves) will be provided in each unit, the same will be installed at the demarcated place by the Owners and/or their respective allottees at their own cost.
Power Backup	DG backup in Common Area; Power Backup in flats will be chargeable.
Fire Fighting	Fire fighting system will be installed as per WBFES recommendations
Main Lobby	Main lobby with extra height and finished with Italian Marble Flooring
Lifts	Otis/ Kone or equivalent
Water Filtration	Water will be filtered through Water Treatment Plant
Solar Panel	Solar panel for limited common area lightning as per KMC guidelines
CCTV	CCTV installation in Ground Floor common area

Fourth Schedule

(Extras And Deposits)

1.	Transformer Charges	Rs.200/-@ per square feet
2.	Generator Charges (10KVA in each Flat)	Rs.30,000/- @ per KVA
3.	Advance Maintenance	Rs.60/- @ per square feet
4.	Maintenance Deposit	Rs.60/-@ per square feet
5.	Sinking Fund Deposit	Rs.60/-@ per square feet
6.	Deposit for Rates & Taxes	Rs.60/-@ per square feet
7.	Association Formation Charges	Rs.15,000/-
8.	Legal Fee	Rs.1,00,000/- per Unit
9.	Individual Electricity Meter Charges/Deposits	On Actual

Fifth Schedule

(Common Areas and Installations)

1. Grand Entry and Exit Plaza to Complex.
2. Guard Goomty.
3. Common Fire Pump Room and Space thereat and its installation and Fire Fighting and protection equipment, if any.
4. DG set space required for installing the same.
5. Water Treatment Plant and the space required for installing the same.
6. Underground/Overhead tank for fire and domestic water.
7. High Tension/L.T. Substation Room, Meter Rooms.
8. Transformer and the Space required for installing the same.
9. Pump Room and its installations.
10. Solar Power Panel.

BRICK & MARBLE DEVELOPERS PVT. LTD.

Madhukar Kondekar

Director

for TANDYA SERVICES PVT.

satya kumar sharma

Director

PATCORP INFRADEVELOPERS LLP

Sanjay P. Patil

Partner / Designated Partner

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11. Underground water lines and its fittings.
12. Electrical lights and their fittings.
13. Fences, hedges, boundary wall and gate, driveways/spaces.
14. Security and Housekeeping services.
15. Common Area Lighting
16. Air Conditioned Main Lobby
17. Landscaping Area
18. CCTV and its installation
19. Intercom and its equipment
20. Community Hall with Kitchen
21. Indoor Games Rooms.
22. Gymnasium.
23. Swimming Pool on Roof Top.
24. Decorated Roof
25. Service Toilet on Ground Floor
26. Drivers Rest Room
27. Service Toilets
28. Association Room
29. Utility Room

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Madhukar Nowlakha
Director

Sixth Schedule
Part-I
(Developer's Allocation:)

Flat Nos. 1B, 2A, 2C, 3B, 3D, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 6D, 9A, 9B, 9C, 9D, 10B, 10D, 11A and 11C.

Part-II
(Owner No. 1 Allocation:)

Flat/Unit No.	Allotted in Favour of
2D	Brick And Mortar Realty Private Limited (Owner No.1)
3C	Brick And Mortar Realty Private Limited (Owner No.1)
4B	Brick And Mortar Realty Private Limited (Owner No.1)
4C	Brick And Mortar Realty Private Limited (Owner No.1)
4D	Brick And Mortar Realty Private Limited (Owner No.1)
10A	Brick And Mortar Realty Private Limited (Owner No.1)
10C	Brick And Mortar Realty Private Limited (Owner No.1)
11B	Brick And Mortar Realty Private Limited (Owner No.1)
1A	Mr. Madhukar Nowlakha (Allottee of Owner No. 1)
11D	Mr. Madhukar Nowlakha (Allottee of Owner No. 1)

Part-III
(Owner No.2 Allocation:)

Flat/Unit No.	Allotted in Favour of
2B	Terabyte Services Private Limited (Owner No.2)
3A	Terabyte Services Private Limited (Owner No.2)

for Terabyte Services Pvt
Sulig Nowlakha
Director

PATCORP INFRADEVELOPERS LLP
Sanjay v. Patil
Partner / Designated Partner



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4A	Terabyte Services Private Limited (Owner No.2)
7C	Terabyte Services Private Limited (Owner No.2)
7D	Terabyte Services Private Limited (Owner No.2)
7A	Mrs. Alka Mishra (Allottee of Owner No. 2)
7B	Sailesh Mishra (Allottee of Owner No. 2)
8A	Satya Deo Mishra (Allottee of Owner No. 2)
8B	Sailesh Mishra (Allottee of Owner No. 2)
8C	Mrs. Damayanti Mishra (Allottee of Owner No. 2)
8D	Ashish Mishra (Allottee of Owner No. 2)

28. Execution and Delivery

In Witness Whereof the Parties have executed this Agreement on the date mentioned above.

BRICK & MORTAR REALTY PVT. LTD.
[Signature] Director
[Madhukar Nowlakha]
 (Director)
 (Brick And Mortar Realty Private Limited)

Terabyte Services Pvt. Ltd.
Satya Deo Mishra Director
[Satya Deo Mishra]
 (Director)
 (Terabyte Services Private Limited)

[Owners]
PATCORP INFRADEVELOPERS LLP
Saumya Vardhan Patodia
 Partner / Designated Partner
[Saumya Vardhan Patodia]
 (Designated Partner)
 (Patcorp Infradevelopers LLP)

[Developer]

Witnesses:

Signature *Arnab Deo*
 Name ARNAB DEY
 Father's Name Nirmal Kumar Deo
 Address 3A, Auckland Place
Kolkata - 700017

Signature *Gouri Sankar Rana*
 Name GOURI SANKAR RANA
 Father's Name L. KAMALA KATARANA
 Address 6, CHURCH LANE
KOLKATA - 700001

Drafted by :

[Signature]
 Mrs. Sujata Ghosh, Advocate
 Enrollment No. WB/472/2009
 R. Ginodia & Co. LLP, Advocates
 6, Church Lane
 Kolkata - 700 001.



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
22 NOV 2012

MEMO OF DEPOSITS

RECEIVED from the Developer an aggregate sum of Rs. 2,07,00,000/- (Rupees Two Crores and Seven Lakhs only) being portion of Deposits paid on or before the execution of this Agreement in terms of Clause 13.2 hereof as per the following details:

By RTGS No. ICICR52022061400233696 dated 14.06.2022 in favour of Brick And Mortar Realty Private Limited	Rs. 50,00,000.00
By ICICIR52022092200455654 dated 22.09.2022 in favour of Brick And Mortar Realty Private Limited	Rs. 65,00,000.00
By ICICIR52022092700677113 dated 27.09.2022 in favour of Brick And Mortar Realty Private Limited	Rs. 50,00,000.00
By Cheque no. 000533 dated 21 st November, 2022 drawn on ICICI Bank, Minto Park Branch in favour of Brick And Mortar Realty Private Limited	Rs. 21,00,000.00
By Cheque No. 000534 dated 21 st November, 2022 drawn on ICICI Bank, Minto Park Branch in favour of Terabyte Services Private Limited	<u>Rs. 21,00,000.00</u>
Total	Rs. 2,07,00,000.00

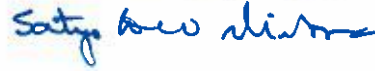
BRICK & MORTAR REALTY PVT. LTD.


 Director

[Madhukar Nowlakha]
(Director)

(Brick And Mortar Realty Private
Limited)

Terabyte Services Pvt. Ltd.



Director

[Satya Deo Mishra]
(Director)

(Terabyte Services Private Limited)

[Owners]

WITNESSES



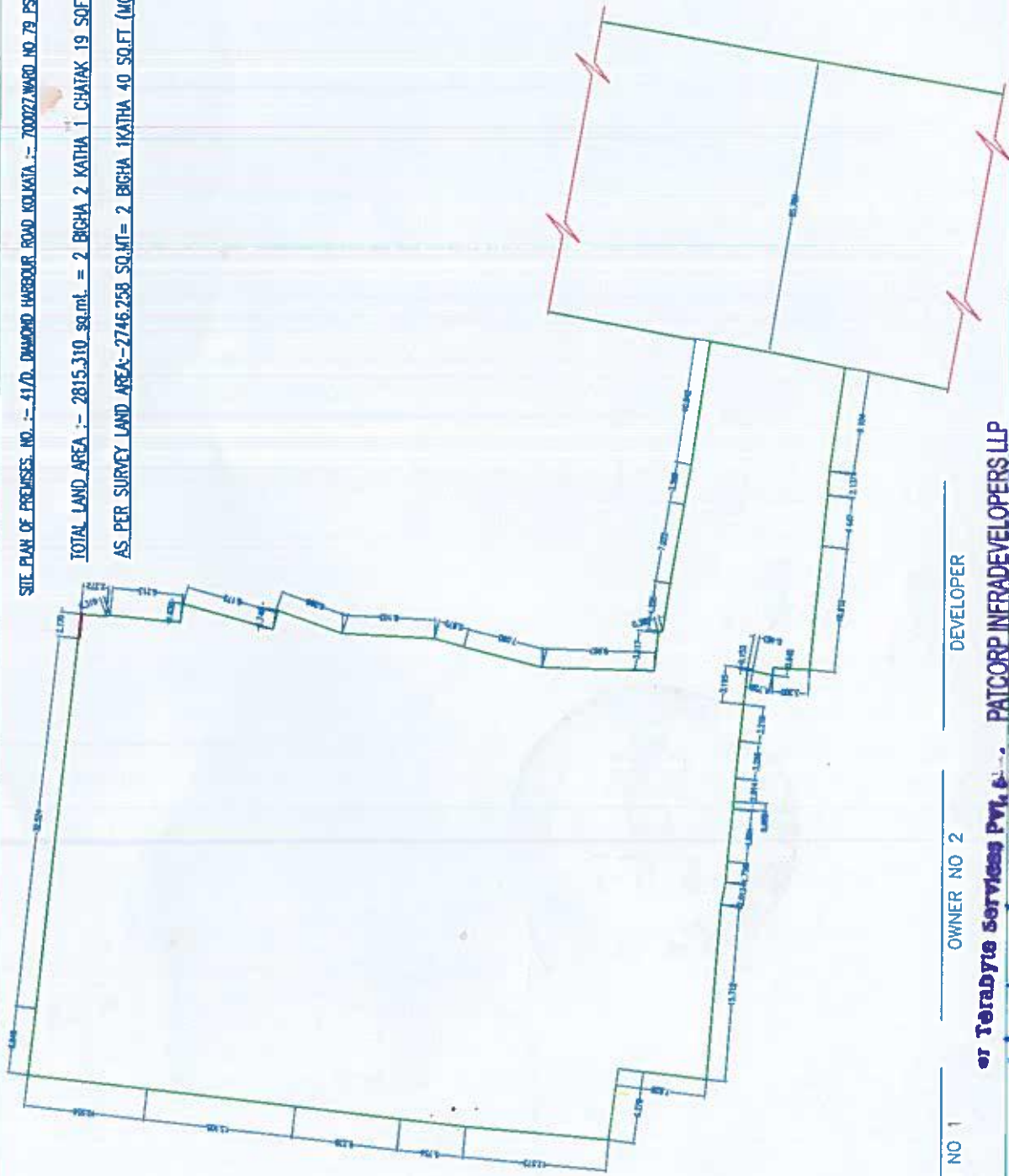


ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
22 NOV 2011

SITE PLAN OF PREMISES NO. :- 41/D, DIAMOND HARBOUR ROAD KOLKATA :- 700027.WARD NO.79 PS-EXHAUR.

TOTAL LAND AREA :- 2815.310 sq.mt. = 2 BIGHA 2 KATHA 1 CHAIK 19 SQFT.(MORE OR LESS)

AS PER SURVEY LAND AREA:-2746.258 SQ.MT.= 2 BIGHA 1KATHA 40 SQ.FT (MORE OR LESS)



OWNER NO 1

OWNER NO 2

DEVELOPER

or Terabyte services Pvt. Ld. PATCORP INFRADEVELOPERS LLP

Salgo Das Mishra

Sanyukta Patto dhl

Partner / Designated Partner

S & MORTAR REALTY PVT. LTD.

Director


































Director

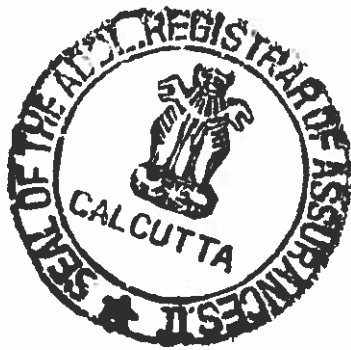


ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

22 NOV 2010

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants and or purchaser Presentants					
		(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
						
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
						
		Signature : <i>Madhukar Pawar</i>				
		(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
						
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
						
		Signature : <i>Satya Anand Mishra</i>				
		(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
						
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
						
		Signature : <i>Sameer V. Patil</i>				



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
22 NOV 2022

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

BRICK AND MORTAR REALTY
PVT.LTD.

07/03/2007

FORMERLY ACCOUNT NUMBER

AADC2162J



Signature

[Handwritten Signature]

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

MADHUKAR NOWLAKHA
CHARITRA COOMAR NOWLAKHA
15/06/1956
Permanent Account Number
ABQPN1412Q

M Nowlaka
Signature

M Nowlaka



भारत सरकार
Government of India

सधुकर नौलखा
Madhukar Nowlaka



जन्म तिथि / DOB 15/06/1956
पुरुष / Male



4992 6191 3006

- आम आदमी का अधिकार

Madhukar Nowlaka

Unique Identification Authority of India

पता: आत्मज: लख चरित कूमार
नौलखा, 25, प्रमादेश बारुआ सरानि
बल्लभगुणे, बल्लभगुणे, कोलकाता
वेस्ट बंगाल, 700019

Address: S/O Late Charitra
Coomar Nowlaka, 25,
Pramathesh Barua Sarani,
Ballygunge, Kolkata,
Ballygunge, West Bengal,
700019

4992 6191 3006

1847
1600 300 1847

help@uidai.gov.in

www.uidai.gov.in

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

TERABYTE SERVICES
PRIVATE LIMITED



18/02/2003

Permanent Account Number

AACCT1125E

Signature

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AFDPM0251M



नाम /NAME

SATYA DEO MISHRA

पिता का नाम /FATHER'S NAME

PRADYUMN MISHRA

जन्म तिथि /DATE OF BIRTH

14-01-1954

हस्ताक्षर /SIGNATURE

Satya Deo Mishra

K. B. Das

आयकर आयुक्त, प.प्र.-XI

COMMISSIONER OF INCOME-TAX, W.B. - XI



भारत सरकार
GOVERNMENT OF INDIA



সত্য দেব মিশ্রা
Satya Deo Mishra
পিতা : ্রদ্যুম্ন মিশ্রা
Father : LATE PRADYUMN MISHRA
জন্ম সাল / Year of Birth : 1954
পুরুষ / Male



4472 0058 4505

আধার - সাধারণ মানুষের অধিকার



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
C/O সত্য দেব মিশ্রা, ৯২/৯৩/৩,
অরবিন্দ রোড, সালকিয়া, হাওড়া
(মিউনিসিপাল কর্পোরেশন),
সালকিয়া, হাওড়া, পশ্চিমবঙ্গ.
711106

Address:
C/O Satya Deo Mishra,
92/93/3, ARABINDA ROAD,
SALKIA, Haora Corporation,
Salkia, Haora, West Bengal,
711106

1947
1800 180 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No.1847,
Bengaluru-560 001



ई- स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card
ABCFP0359G

नाम / Name	PATCORP INFRADEVELOPERS LLP
सिगमन/गठन की तारीख Date of Incorporation / Formation	25/05/2022
	
	Signature Not Verified Digitally signed by Income Tax Deptt. Date: 2022.05.27 11:19:11 IST

- ✓ Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer. स्थायी लेखा संख्या (पैन) एक करदाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर मांग, टैक्स बकाया, सूचना के मिलान और इलैक्ट्रॉनिक जानकारी का आसान रखरखाव व बहाली आदि भी शामिल है।
- ✓ Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962) आयकर अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उल्लेख अब अनिवार्य है (आयकर नियम, 1962 के नियम 114B, का संदर्भ लें)
- ✓ Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000. एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।
- ✓ The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card. संलग्न पैन कार्ड में एनहांस क्यूआर कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पठनीय है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है।

Cut

<p>आयकर विभाग INCOME TAX DEPARTMENT</p> <p>स्थायी लेखा संख्या कार्ड Permanent Account Number Card ABCFP0359G</p> <p>नाम/Name PATCORP INFRADEVELOPERS LLP</p> <p>सिगमन/गठन की तारीख Date of Incorporation/Formation 25/05/2022</p> 	<p>भारत सरकार GOVT. OF INDIA</p> <p>इस कार्ड के खोने/गंने पर प्रत्यक्ष सूचित करें/संकेत दें: आयकर पैन सेवा यूनिट, एनडीए सी यूए 5 वीं मंजिल, मंडी स्ट्रीट, प्लॉट नं. 341, सर्वे नं. 997/8, मॉडल कॉलोनी, डीप बंगला चौक के पास, पुणे - 411 016.</p> <p>If this card is lost / someone's lost card is found, please inform / return to :</p> <p>Income Tax PAN Services Unit, NSDL 5th Floor, Mandi Stalling, Plot No. 341, Survey No. 997/8, Model Colony, Near Deep Bangalow Chowk, Pune - 411 016.</p> <p>Tel: 91-20-2721 8080, Fax: 91-20-2721 8081 e-mail: tininfo@nsdl.co.in</p>
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Electronically issued and Digitally signed ePAN is a valid mode of issue of Permanent Account Number (PAN) post amendments in clause (c) in the Explanation occurring after sub-section (8) of Section 139A of Income Tax Act, 1961 and sub-rule (6) of Rule 114 of the Income Tax Rules, 1962. For more details, [click here](#)

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

EMINYA VARDHAN PATODIA

RAJ VARDHAN PATODIA

09/02/1988

Permanent Account Number

AOCPP0987P

Signature
Signature





ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

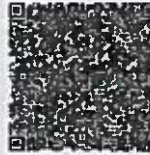
ভারত সরকার
Unique Identification Authority of India
Government of India

ভালিকাভুক্তির আই ডি / Enrollment No.: 1040/20108/04790

To
সৌম্যা বর্ধন পাত্তেডিয়া
Saumya Vardhan Patodia
5F/2 NEW ROAD
ALIPUR
Allpore H.O
Allpore
Kolkata
West Bengal 700027

13/08/2013
46019950

MN460199505FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

7851 5174 9437

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India





সৌম্যা বর্ধন পাত্তেডিয়া
Saumya Vardhan Patodia
পিতা : রাজ বর্ধন পাত্তেডিয়া
Father : RAJ VARDHAN PATODIA
জন্মতারিখ / DOB : 09/02/1988
পুরুষ / Male



7851 5174 9437

আধার - সাধারণ মানুষের অধিকার


जगति
Government of India

आवेदन संख्या / Application No. : 201899471888

To
 Head Office
 Old Laxmi Kaveri Bldg
 404 NEW ST
 MUMBAI PAKA LANE
 400 001
 MUMBAI
 Maharashtra

2018 9947 1888
 MUMBAI PAKA LANE
 MUMBAI

जगति संस्था संख्या / Your Adhikar No. :
2018 9947 1888
 MUMBAI PAKA LANE
 MUMBAI


 Applicant Name
 Name of Applicant (in English)
 Name (in Hindi)

2018 9947 1888
 MUMBAI PAKA LANE
 MUMBAI


 (For Registration Purpose Only)

Major Information of the Deed

Deed No :	I-1902-13963/2022	Date of Registration	22/11/2022
Query No / Year	1902-2003281044/2022	Office where deed is registered	
Query Date	18/11/2022 5:01:34 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Akash Sarkar 6, Church Lane, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9123973083, Status : Solicitor firm		
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 : 2,07,00,000/-]		
Set Forth value	Market Value		
	Rs. 24,64,47,265/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 2,07,105/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Ekbalpore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Diamond Harbour Road, , Premises No: 41/D, , Ward No: 079 Pin Code : 700079

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	2 Bigha 2 Katha 1 Chatak 19 Sq Ft		24,51,49,915/-	Property is on Road Adjacent to Metal Road,
Grand Total :				69.4467Dec	0 /-	2451,49,915 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1200 Sq Ft.	0/-	6,27,750/-	Structure Type: Structure
Gr. Floor, Area of floor : 1200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 40 Years, Roof Type: Pucca, Extent of Completion: Complete					
S2	On Land L1	3200 Sq Ft.	0/-	6,69,600/-	Structure Type: Structure
Gr. Floor, Area of floor : 3200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 40 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		4400 sq ft	0 /-	12,97,350 /-	



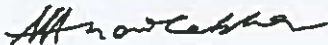



Land Lord Details :




Sl No	Name,Address,Photo,Finger print and Signature
1	Brick And Mortar Realty Private Limited 53, Justice Chandra Madhav Road, City:- , P.O:- Elgin Road, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 , PAN No.:: AAxxxxx2J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	Terabyte Services Private Limited Room No. 49, 11th Floor,, 23A, Netaji Subhas Road, City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxx5E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :



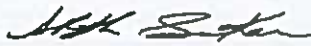
Sl No	Name,Address,Photo,Finger print and Signature
1	Patcorp Infradevelopers LLP Room No. 10B, 10th Floor, 3A, Auckland Place, City:- Kolkata, P.O:- Circus Avenue, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: ABxxxxx9G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Madhukar Nowlakha Son of Late Charitra Coomar Nowlakha Date of Execution - 22/11/2022, , Admitted by: Self, Date of Admission: 22/11/2022, Place of Admission of Execution: Office Nov 22 2022 3:37PM			
	1, Shakespeare Sarani, City:- Kolkata, P.O:- Shakespeare Sarani, P.S:-Shakespeare Sarani, District:- Kolkata, West Bengal, India, PIN:- 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ABxxxxx2Q, Aadhaar No: 49xxxxxxxx3006 Status : Representative, Representative of : Brick And Mortar Realty Private Limited (as Director)			
2	Name	Photo	Finger Print	Signature
	Mr Satya Deo Mishra Son of Late Pradyumn Mishra Date of Execution - 22/11/2022, , Admitted by: Self, Date of Admission: 22/11/2022, Place of Admission of Execution: Office Nov 22 2022 3:37PM			
	Room No. 49, 11th Floor,, 23A, Netaji Subhas Road, City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxx1M, Aadhaar No: 44xxxxxxxx4505 Status : Representative, Representative of : Terabyte Services Private Limited (as Director)			

3	Name	Photo	Finger Print	Signature
	Mr Saumya Vardhan Patodia (Presentant) Son of Mr Raj Vardhan Patodia Date of Execution - 22/11/2022, , Admitted by: Self, Date of Admission: 22/11/2022, Place of Admission of Execution: Office	 Nov 22 2022 3:38PM	 LTI 22/11/2022	 22/11/2022
5F/2, New Road, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AOxxxxxx7P, Aadhaar No: 78xxxxxxxx9437 Status : Representative, Representative of : Patcorp Infradevelopers LLP (as Director)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Akash Sarkar Son of Mr Uttam Kumar Sarkar 6, Church Lane, City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	 22/11/2022	 22/11/2022	 22/11/2022
Identifier Of Mr Madhukar Nowlakha, Mr Satya Deo Mishra, Mr Saumya Vardhan Patodia			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Brick And Mortar Realty Private Limited	Patcorp Infradevelopers LLP-34.7233 Dec
2	Terabyte Services Private Limited	Patcorp Infradevelopers LLP-34.7233 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Brick And Mortar Realty Private Limited	Patcorp Infradevelopers LLP-600.00000000 Sq Ft
2	Terabyte Services Private Limited	Patcorp Infradevelopers LLP-600.00000000 Sq Ft

Transfer of property for S2

Sl.No	From	To. with area (Name-Area)
1	Brick And Mortar Realty Private Limited	Patcorp Infradevelopers LLP-1600.00000000 Sq Ft
2	Terabyte Services Private Limited	Patcorp Infradevelopers LLP-1600.00000000 Sq Ft

Endorsement For Deed Number : I - 190213963 / 2022

On 22-11-2022

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 15:00 hrs on 22-11-2022, at the Office of the A.R.A. - II KOLKATA by Mr Saumya Vardhan Patodia ,.

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 24,64,47,265/-

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

Execution is admitted on 22-11-2022 by Mr Madhukar Nowlakha, Director, Brick And Mortar Realty Private Limited (Private Limited Company), 53, Justice Chandra Madhav Road, City:- , P.O:- Elgin Road, P.S:-Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700020

Identified by Mr Akash Sarkar, , Son of Mr Uttam Kumar Sarkar, 6, Church Lane, 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 22-11-2022 by Mr Satya Deo Mishra, Director, Terabyte Services Private Limited (Private Limited Company), Room No. 49, 11th Floor,, 23A, Netaji Subhas Road, City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Identified by Mr Akash Sarkar, , Son of Mr Uttam Kumar Sarkar, 6, Church Lane, 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 22-11-2022 by Mr Saumya Vardhan Patodia, Director, Patcorp Infradevelopers LLP (LLP), Room No. 10B, 10th Floor, 3A, Auckland Place, City:- Kolkata, P.O:- Circus Avenue, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017

Identified by Mr Akash Sarkar, , Son of Mr Uttam Kumar Sarkar, 6, Church Lane, 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 2,07,105.00/- (B = Rs 2,07,000.00/- ,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 2,07,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/11/2022 5:54PM with Govt. Ref. No: 192022230184012138 on 21-11-2022, Amount Rs: 2,07,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 3019708262035 on 21-11-2022, 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 100.00/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 54345, Amount: Rs.100.00/-, Date of Purchase: 11/11/2022, Vendor name: A BANERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/11/2022 5:54PM with Govt. Ref. No: 192022230184012138 on 21-11-2022, Amount Rs: 75,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 3019708262035 on 21-11-2022, Head of Account 0030-02-103-003-02

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 1902-2022, Page from 474811 to 474855
being No 190213963 for the year 2022.**



Digitally signed by SATYAJIT BISWAS
Date: 2022.11.24 13:53:37 -08:00
Reason: Digital Signing of Deed.

Signature
**(Satyajit Biswas) 2022/11/24 01:53:37 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.**

(This document is digitally signed.)

Dated this 22nd day of NOVEMBER 2022

Between

**BRICK AND MORTAR REALTY PRIVATE
LIMITED & ANR.**

.... Owners.

AND

PATCORP INFRADEVELOPERS LLP
....Developer

DEVELOPMENT AGREEMENT

R. Ginodia & Co. LLP
Advocates
Ground Floor, 6, Church Lane
Kolkata- 700001.