

Date: 11.08.2023

**Project:
34B/1 Shyampukur Street,
Kolkata 700004**

DEVELOPMENT AGREEMENT

Between

M/s. Flamingo Vinimay Pvt Ltd & 3 others

...Land Owners

M/s. Siom Realty Pvt Ltd

...Developer

**Registered with the Assurances - I, Kolkata, having being no.
190107105 for the year 2023, Registered in Book – I. CD Volume
No – 1901, Pages from 275600 to 275637.**

7255/2023

(D)

7/05/23



Handwritten notes on the left margin, including '7/05/23' and '11.8.23'.

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AP 352141

Certified that the Document is admitted to registration. The Signature Sheet and the Adversement sheets attached to this document are the part of this Document.



Additional Registrar of Assurances-1, Kolkata

28 AUG 2023

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 11th day of AUGUST ,
Two Thousand and Twenty Three (2023) B E T W E E N

Contd. P/2

Handwritten signatures and initials.

Visit Case No. 1208 10/9
J (1) - 250
J (2) - 250
Total - 250
Realised On 28/8/23

5 JUL 2023

Sl. No. 1619 Date

Sold to

of

Rupees. 110

K. K. Lahiri

Advocate,

High Court, Calcutta

Sankar Das
Stamp Vendor
Annapore Police Court
South 24 Pgs., Koi-27



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(1) **M/S. FLAMINGO VINIMAY PRIVATE LIMITED** (CIN: U45400WB2012PTC171763; PAN AABCF8758Q), an existing company within the meaning of the Companies Act, 2013 having its registered office at 84A, Chittaranjan Avenue, 1st Floor, P.O. & P.S. - Bowbazar, Kolkata - 700 001, duly represented by its Authorised Representative **MR. NITESH BHOPALKA** (PAN : AMMPB9113F; Aadhaar No.785809528190) son of Mr. Kamal Kumar Agarwal by faith Hindu, by occupation Service, residing at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kaikhali, P.O. - Airport, P.S. - Baguiati, Kolkata - 700052

(2) **M/S. BARBRIK VILLA PRIVATE LIMITED.** (CIN : U70109WB2011PTC170295; PAN AAECB7763L, an existing company within the meaning of the Companies Act, 2013 having its registered office at 27, Brabourne Road, Room No. 302, 3RD Floor, P.O. - Radhabazar, P.S. - Hare Street, Kolkata - 700001, duly represented by its Director **MR. NARESH AGARWAL** (PAN : APYPA9506N; Aadhar No. :533177410332), son of Shri Shankar Lal Agarwal, residing at 106 Kiran Chandra Singha Road, Ganges Garden, Phase-II, Block-GA6, 3rd Floor, P.O.- T.M.G. Lane, P.S.- Shibpur, P.O.- T.M.G. Lane, P.S.- Shibpur, Howrah-711102,

(3) **M/S. CALICO BARTER PRIVATE LIMITED** (CIN: U45400WB2012PTC171765; PAN :AAECC6735F), an existing company within the meaning of the Companies Act, 2013 having its registered office at P-12, New Howrah bridge Approach Road P.O. Kolkata GPO, P.S. Burrabazar, Kolkata-700001, duly represented by its Authorised Representative **MR. NITESH BHOPALKA** (PAN :AMMPB9113F; Aadhaar No.785809528190) son of Mr. Kamal Kumar Agarwal by faith Hindu, by occupation Service, residing at 1A, Keshav Kunj, Panchwati Complex, VIP Road, Kaikhali, P.O. - Airport, P.S. - Baguiati, Kolkata - 700052

(4) **M/S. SMITA TRADECOM PRIVATE LIMITED.** (CIN: U51909WB2011PTC170735; PAN :AAQCS7377F), an existing company within the meaning of the Companies Act, 2013 having its registered office at 14, Netaji Subhash Road, P.O.-G.P.O. Kolkata, P.S. - Hare Street, Kolkata - 700001, duly represented by its Authorised Representative **MR. BIJAY KUMAR AGARWALA** (PAN : ACLPA2172Q; Aadhar No.593514711706) son of Late Ram Prasad Agarwala residing at 35A, Ballygunge Park, P.O. & P.S. Ballygunge, Kolkata-700019; - all hereinafter collectively referred to as "the **OWNERS / LAND OWNERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-office, nominees and/or assigns) of the **ONE PART:**

AND

SIOM REALTY PVT. LTD., (PAN : AAECM1910C; CIN : U70101WB2005 PTC101917), an existing company within the meaning of the Companies Act, 2013 having its Registered Office at No.11/1, Sunny Park, 1st Floor, Post Office & Police Station Ballygunge, Kolkata - 700019, represented by its Director Mr. SAMEER VIKRAM AGARWAL (PAN ADYPA4896M; AADHAAR No. 784426151812), son of Sri Vikram Chand Agarwal, by occupation Business,

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residing at No.3/2A, Garcha 1st Lane, Maniam Apartment, Post Office Ballygunge, Police Station Gariahat, Kolkata - 700019,

- hereinafter referred to as "the **DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors or successors-in-office, nominees and/or assigns) of the **OTHER PART:**

WHEREAS:

- A. **Property :** The Owners herein are seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to **All That** the piece and parcel of land containing an area of **7 Cottahs 7 Chittacks** more or less togetherwith brick built structures (in dilapidated condition) measuring 185.55 sq. ft.situate lying and being municipal Premises No.34B/1, Shyampukur Street, under Police Station Shyampukur, Registration Office - R.A. Kolkata, Ward No.10, under The Kolkata Municipal Corporation, Kolkata-700004,fully described in the **First Schedule** hereunder written and hereinafter for the sake of brevity referred to as "the **said Property / said Premises**".
- B. **Devolution of title :** Devolution of title of the **Owners** to the **said Property** is set forth in the **Second Schedule** hereunder written.
- C. **Representations and Warranties :** The Owners hereby represent assure and warrant in favour of the Developer as follows:
 - (i) **Ownership:** The Owners are the full and absolute lawful owners of the said Property and the same is free from all encumbrances and liabilities whatsoever.
 - (ii) **Mutation:** The said Property has been duly mutated in the names of the Owners in the records of the Kolkata Municipal Corporation.
 - (iii) **Free From All Encumbrances:** That the said Property is free from all encumbrances mortgages charges liens lispensens attachments debutters trusts wakfs benami transactions uses leases tenancies thika tenancies licences occupancy rights claims demands acquisitions requisitions alignments and liabilities whatsoever or howsoever created done or suffered by the Owners and the Ownershave been exercising rights of ownership and possession without any let hindrance or objection.
 - (iv) **Possession :** That the entirety of the said Property is in lawful vacant physical khas physical possession of the Owners and no person has any claim or demand with regard thereto.
 - (v) **Marketable Title of Owners:** The Owners have a good and marketable title to the said Property. The Land Owner shall at its

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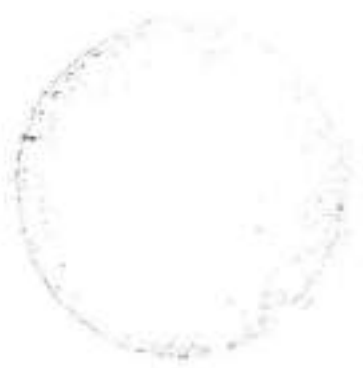
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own costs ensure that title to the said Property continues to remain good and marketable and free from all encumbrances till the completion of the Project (as defined later in this agreement) and sale and transfer of all Saleable Spaces.

- (vi) **No Previous Agreement:** There is no subsisting negotiation and/or agreement with any person or persons for sale or transfer or lease or development or otherwise of the said Property and the Owners confirms that they shall not, during the subsistence of this agreement, enter into any negotiation or agreement at any time hereafter save with the Developer.
- (vii) **No Power of Attorney:** The Owners have not executed any Power of Attorney in respect of the said Property for any purpose whatsoever in favour of any person, and the Owners confirm that they shall not, during the subsistence of this agreement, execute any such power of attorney at any time hereafter save in favour of the Developer and/or its nominees.
- (viii) **Urban Land Ceiling:** That the said Property is not effected by the Urban Land (Ceiling & Regulation) Act, 1976, or any other law or statute for the time being in force, and that there is no excess vacant land comprised in the said Property;
- (ix) **No Thika Tenancy:** That the said Property or any part thereof is not affected by the provisions of the West Bengal Thika Tenancy (Acquisition & Regulation) Act, 2001 or the erstwhile Kolkata Thika and other Tenancies and that all the structures and constructions at the said Property have been constructed and erected by and belong to the Owner and/or the predecessors-in-title/interest of the Owner.
- (x) **Taxes Paid:** That the Land Owners shall make payment of all applicable rates and taxes (including municipal rates and taxes) upto the period prior to the sanction of plan in respect of the said Property;
- (xi) **No Requisition / Acquisition:** The said Property or any part thereof is not affected by any requisition or acquisition proceedings under any law and/or otherwise.
- (xii) **No Notice or Scheme or alignment:** That no portion of the said Property 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.





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- (xiii) **No Heritage Building:** The Heritage Conservation Committee of The Kolkata Municipal Corporation, vide the letter from the Executive Engineer (Civil), Project Management Unit dated 26/09/2011, had allowed construction at the said Property on condition that the owner would contribute Rs.5 Lacs to the heritage corpus fund, which amount was duly paid on 19/11/2011.
- (xiv) **No Attachment:** That the said Property 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 was or is no Certificate case or proceeding against the Owners or their respective predecessors-in-title/interest for realization 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;
- (xv) **No Charge/Mortgage:** That the Owners have not created any registered or equitable mortgage or anomalous mortgage or charge or lien on the said Property or any part thereof and that the same is free from all charges encumbrances and liabilities whatsoever or howsoever.
- (xvi) **No Claim Adversely:** That no person or persons has ever claimed title to the said Property or any part thereof adversely to the Owners or their predecessors-in-title/interest;
- (xvii) **Not Subject To Any Right To Others etc.:** That the said Property or any part thereof is not affected by or subject to (a) any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law, (b) any trust resulting or constructive arising under any debutter name benami transaction or otherwise, (c) any debutter wakf or devseva, (d) any right of way water light support drainage or any other easement with any person or property, (e) any burden or obligation other than payment of municipal rates and taxes, (f) any restrictive covenant upon the Owners, (g) any other encumbrance of any kind whatsoever created or suffered by the Owners;
- (xviii) **Owners have Authority:** The Owners have good and full right, power and authority to enter into this Agreement and to comply with their obligations herein.

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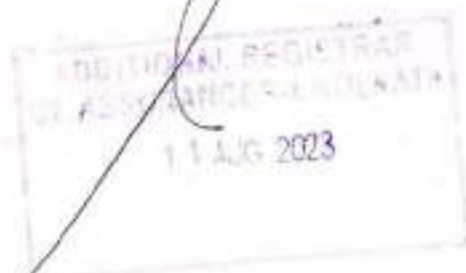


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- (xix) **No Prejudicial Act:** The Owners have not done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- (xx) **No Legal Proceedings or Restraining Order:** There are, no pending legal or other proceedings and/or any subsisting order of any Court or authority relating to or affecting the said Property or any part thereof in any manner whatsoever which have not been disclosed to the Developer and there is no legal bar or restriction or impediment or decree judgment or any other order against the Owners or the said Property having ever been made or passed affecting the said Property or any part thereof or the title / interest of the Owners thereto.
- (xxi) **Original Title Documents:** All original documents of title in favour of the Owners and link document in respect of the said Property ("**Original Title Documents**") are in the exclusive possession and custody of the Owners and no other person or entity has any right or entitlement in respect of the same and the Owners have not created any charge or mortgage by depositing the title deeds or any of them or otherwise;
- (xxii) **Boundary walls:** That entirety of the said Property is bounded by Pucca Brick-built Boundary Walls.
- (xxiii) **Resolution and General Meeting:** The respective Board of Directors of the land owning Companies, which are companies, in their respective Board Meetings have unanimously passed Resolutions for development of the said Property on the terms herein contained.
- (xxiv) **No dispute between Owner Companies and their respective shareholders:** That there is no dispute between the Land-owners and their respective shareholders, or amongst the share-holders thereof, relating to or concerning any matters or affairs or property of the Owners.
- (xxv) **No dispute amongst the share-holders of the Owner Companies:** That there is no dispute or litigation as amongst the share-holders of the respective owners, affecting the said Property and that the management and control of the respective Owners vests in their respective present Board of Directors, which are herein represented, and that there is no parallel Board functioning nor is there any claim or dispute for formation of any parallel Board.
- (xxvi) **No impediment in entering into this agreement:** That there is no impediment or restriction of any nature whatsoever in the





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Owners entering into this agreement or in the Owners' transferring or conveying the land comprised in the said Property and/or the applicable proportionate undivided share therein in favour of the buyers of the Units in the proposed development and/or the Developer;

- D. The Owners and the Developer have mutually decided to take up the Project i.e. the development of the said Property by construction of the New Building/s thereat and commercial exploitation thereof in the manner contained in this Agreement, with the main crux being that development at and construction of New Building/s at the said Property shall be made by the Developer at its own costs and expenses and the revenues arising from sale and transfer of the Saleable Spaces shall be shared by the Owners and the Developer as hereinafter mentioned.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:

1. **Appointment:** The Owners do and each of them doth hereby appoint the Developer as the developer of the said Property and permit and grant exclusive right to the Developer to develop the said Property by constructing New Building/s thereat for mutual benefit and for the consideration and on the terms and conditions herein contained. The Developer hereby accepts the said appointment by the Owners on the terms and conditions herein contained.
- 1.1 The rights granted to the Developer to develop the said Property shall not be revoked by the Land Owners so long the Developer is not in default of its obligations hereunder, without prejudice to the rights of the Developer to rectify the defaults, if any, within a reasonable period of time after receiving prior notice in writing from the Land Owners informing the Developer of the nature of the default and suggested remedial measures to be taken.
2. **Title not to be affected :** The Land Owners shall make out a good and marketable title and shall ensure that the title of the Land Owners to the said Property is and continues to remain good and marketable and free from all encumbrances till the Completion of the Project (as defined in this Agreement) and sale and transfer of all Saleable Spaces. In this regard the Owners shall not do any act, deed or thing whereby the rights title and interest of the Owners to the said Property are affected prejudicially during the currency of this agreement and till all Saleable Spaces are sold and transferred and/or allotted to the parties hereto in term hereof. If any encumbrance or liability is found in respect of the said Property, the Owners shall clear the same at their own costs.
3. In this agreement, the term "**Saleable Spaces**" shall mean and include shops, offices, flats, units (whether residential or non residential), Parking

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spaces / rights, roof, club, recreation centre, proportionate share in land and/or common areas and all other areas properties benefits rights and/or spaces capable of being sold or transferred or is a source of any revenue in any manner whatsoever.

It is clarified that Saleable Spaces shall also include all commercial and other benefits accruing / derivable from the New Building/s and the Premises, such as hoardings, signages, bill-boards etc., and not specifically mentioned or dealt with herein.

4. **Possession :** Possession of the said Property shall remain joint between the Parties hereto and upon execution of this Agreement, the Developer shall be entitled to enter upon the said Property for purposes connected to this agreement for development and construction of the New Building/s as per the sanctioned Plan for the purpose of execution of the Project and for taking steps for the purpose of the Project, including (but not limited) to measurement, planning, soil testing etc. The Developer shall be entitled to secure the said Property by deploying security guards. Within 7 (seven) days of the sanctioning of the plan, the Owners shall make available the entirety of the said Property to the Developer in peaceful vacant condition.
5. **Documents of title :** Immediately after the execution hereof and during the subsistence of this agreement, the Original Title Documents of the said Property shall be kept with the Owners, who shall keep the same safe un-obliterated and uncanceled. Further, in case the Original Title Documents of the said Property are required to be deposited with any financier / bank / financial institution to enable the Developer to obtain loans / finances as contained in Clause 25 herein below, then the same shall be made over by the Owners to such financier / bank / financial institution / lender as advised by the Developer (Project Finance). Upon completion of the Project, the Original Title Documents of the said Property shall be handed over to the Association of the Buyers.
6. **Permissions, Clearances etc. :** To enable submission and sanctioning of the Plans, the Owners shall at their own cost and expense comply with the following within 3(three)months from the date hereof:
 - a) Rectify defectsand deficiencies in the title, if any found;
 - b) Obtain any other land related permission or clearance (including clearance for Alignment) or certificate necessary for sanction of the plan that may be or become necessary in this regard.
7. In case of demolition of any structures at the said Property, the same would be carried out by the Developer at their own costs within 7 (seven) days of the plan being sanctioned.
8. **Plan :** After all necessary permissions and clearances having been obtained, the Developer shall prepare and submit within 3(three) months

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for sanction from the concerned authorities the building plan for construction of residential and/or commercial and/or mixed use building/s at the said Property.

- 8.1 **Additional FAR on Green Building / Metro Corridor etc.:** All costs (including land costs, if any) of purchasing additional FAR on account of Green Building / Metro Corridor etc., if available and decided to be availed by the Developer, will be borne and paid by the Owners and the sanction fee will be borne and paid by the Developer.
- 8.2 **Sanction Fee etc.:** The sanction fee and sanction related other fees, costs, charges and expenses shall be borne and paid by the Developer.
9. **Architects and Consultants :** The Owners confirm that the Owners have authorized the Developer to appoint the Architect(s) and other consultants in connection with construction work of the Project at the said property. All fees, costs, charges and expenses in this regard including professional fees and supervision charges shall be paid and borne by the Developer.
10. **Specifications:** The Developer shall use standard quality building materials as is provided in multistoried residential/commercial buildings in and around the locality where the said Property is located and are approved by the Architect(s).
11. **Commencement of Construction:** With regard to time of commencement of the Project at the said Property, it has been agreed between the Parties that the Developer shall commence the construction work of the New Building/s within **3(three) months** of - (i) sanction of the Plan by the Kolkata Municipal Corporation;(ii) obtaining of all approvals and permissions necessary for development, including registration required under The Real Estate (Regulation & Development) Act, 2016 or any other applicable laws if promulgated or amended in future;(iii) the Owners complying with their obligations herein; and there being no fetters or embargo or hindrance in commencement of development (**Commencement Date**).
- 11.1 **Completion :** The Developer shall construct, erect and complete the New Building/s within a period of **24 (Twenty Four)** months from the Date of Commencement Date with an additional grace period of another **12 (twelve) months (Completion Time)**. The aforesaid Commencement Date and Completion Time shall be subject to Force Majeure as morefully contained herein.
- 11.2 The Developer shall construct the New Building/s in accordance with the Building Plan and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time.

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12. **Powers And Authorities:** For obtaining orders and permissions for sanction / modification / amendment / alteration etc. of the Plan and undertaking development and construction at the said Property and all purposes connected with development, and for taking bookings, making allotments, for entering into agreements, and also for sale transfer and disposal of the Saleable Spaces in terms hereof, the Developer shall have all rights powers and authorities but Vendors shall sign and execute deeds of conveyance in favour of Buyers / Transferee.
- 12.1 **Pursue Sanction etc. :** With effect from the date hereof, the Developer shall be at liberty to and under obligation and duly authorised and empowered to pursue the matters with regard to sanction of the Plan with consultation with Owners. Upon sanction of such Plan the Developer shall be at liberty to pursue the matters with regard to any modification / amendment / alteration/addition etc. of the Plan, and the Developer shall be at liberty to and duly authorised and empowered to pursue the matters with regard to the construction, development of the said Property in the manner herein agreed, including appointment of architects, engineers etc.
- 12.2 **Temporary Connections :** The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the said Property. All costs, charges and deposits for such temporary and/or any permanent connections as also existing connections will be paid and borne by the Developer till the New Building/s is ready to the extent necessary for handing over the possession to the prospective buyers.
- 12.3 **Quotas :** The Developer shall at its own costs and expenses be authorized in the name of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Building/s.
- 12.4 **No Obstruction:** The Owners agree and covenant with the Developer that the Owners shall extend their full co-operation and will not cause any obstruction, interference or hindrance in the Developer carrying out the work of development herein envisaged and not to do any act deed matter or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from carrying out the development and/or transfer of saleable spaces and shall indemnify the Developer for all losses damages costs claims demands consequences suffered or incurred as a result thereof.
13. **Power(s) of Attorney :** The Owners have simultaneously with the execution of this Agreement granted to the Developer and/or its nominees, Power(s) of Attorney inter alia for the purpose of getting the Building Plan sanctioned / revalidated / modified/amended /

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altered/revised by the Authorities, and for the purpose of dealing with all regulatory issues relating to the Project and dealing with different authorities in connection with construction of the New Building/s and for the purpose of booking and to enter sale agreement, sale and transfer of the Saleable Spaces in the New Building/s at the said Property but Vendors shall sign and execute deeds of conveyance in favour of Buyers / Transferee.

- 13.1 Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans, etc. reasonably required by the Developer for enabling the Developer to perform all obligations under this Agreement pertaining to development of the said Property. The Owners shall execute additional power of attorney(s) and/or authorizations as may be required by the Developer for the purposes connected hereto.

14. Owners' Consideration:

- 14.1 **Owners' Allocation and/or Owners' Share of the Gross Sale Proceeds** shall mean **50% (Fifty percent)** of the Gross Sale Proceeds realized/realizable from sale or otherwise transfer of all or any Saleable Spaces **Provided That** in case any Commercial and/or Retail area is sanctioned, then the **Owners' Allocation and/or Owners' Share of the Gross Sale Proceeds** for such Commercial and/or Retail area shall be **52% (Fifty-two percent)** of the Gross Sale Proceeds realised/realizable from the sale of such area;

The Owners' Share of the Gross Sale Proceeds shall be received by the Owners from the Sale Consideration Bank Account / escrow bank account as mentioned hereinafter in this Agreement.

15. Developer's Consideration:

- 15.1 **Developer's Allocation and/or Developers' Share of the Gross Sale Proceeds** shall mean and include **50% (Fifty percent)** of the Gross Sale Proceeds realised/realizable from sale or otherwise transfer of all or any Saleable Spaces **Provided That** in case any Commercial and/or Retail area is sanctioned, then the **Developer's Allocation and/or Developers' Share of the Gross Sale Proceeds** for such Commercial and/or Retail area shall be **48% (forty-eight percent)** of the Gross Sale Proceeds realised/realisable from the sale of such area.;

The Developer's Share of the Gross Sale Proceeds shall be received by the Developer from the Sale Consideration Bank Account / escrow bank Account as mentioned hereinafter in this Agreement.

16. Gross Sale Proceeds and Financials:

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16.1 **Gross Sale Proceeds** : For the purpose of this Agreement, the expression "Gross Sale Proceeds" shall mean all amounts receivable or received from the sale and/or transfer in respect of Saleable Spaces and other spaces areas rights and benefits including parking spaces in respect of the Project but following items are however excluded / deducted from the Gross Sale Proceeds, all of which shall be received by the Developer:

- a) Marketing and advertising costs, brokerages, etc.: The Owner shall pay to the Developer fixed 4.2%(Four point two percent) including GST of the Owners' Allocation and/or Owners' Share of the Gross Sale Proceeds towards its share of Marketing and advertising costs, brokerages, etc., which shall not be subject to any accounting;
- b) Statutory realisation, including but not limited to Goods and Services Tax (GST) and/or any other taxes for the time being etc. which is to be deposited to the Govt. authorities;
- c) Stamp duty and registration fee if collected from the prospective transferees of Saleable Spaces, at actuals;
- d) Any deposit cost charges or expenses for Electricity Board or local electricity suppliers;
- e) Association / society formation charges, deposits/security received from transferees of Saleable Spaces against rates and taxes, maintenance charges, sinking fund or for any and other rights or benefits at the said Premises or for any other mutually decided specified purpose not forming part of consideration for sale/transfer of Saleable Spaces;
- f) Amounts received from Transferees of Saleable Spaces and other spaces areas rights or benefits at the said Premises on account of or as extras on account of Legal Fees, Generator, Transformer and other installations and facilities;

17. **Sales and Disbursement of Sale Proceeds:** All policy decisions regarding the sale and transfer of the Project (i.e. all Saleable Spaces and all other spaces areas rights benefits etc., in the said Property) including deciding the sale price and revising the same from time to time, shall be taken by the Developer & Owners jointly. The sale considerations in respect of the sales of the Units / Saleable Spaces in the New Building(s) shall be deposited in a separate bank account / RERA Escrow Account opened for such purpose (in short called "**Sale Consideration Bank Account**") which shall be operated by the Developer. No other bank account shall be used for deposit of the sale considerations from the Project. Suitable standing instructions shall be given to the Bank for disbursement of the sale proceeds (excluding GST) collected in such Sale Consideration Bank Account to the respective accounts of the Owners (shares of the Owners as mentioned hereinabove) and the Developer as mandated by RERA, with

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necessary adjustments with regards to GST (if deposited), refund of Security Deposit (as applicable) etc.

- 17.1 The Developer shall be entitled to engage and/or appoint marketing agents and brokers for marketing the spaces/units in the project. The Owners shall be liable for 4.2% (Four point two percent) including GST of Owners' Allocation and/or Owners' Share of the Gross Sale Proceeds on account of marketing costs, brokerage and/or commission and the same shall be deducted / adjusted from the Owners' Share of the Gross Sale Proceeds and necessary instructions to that effect shall be given from time to time by the Parties to the Bank in which the Sale Consideration Bank Account is opened.
- 17.2 **Dealing with Transferees:** The Developer alone shall be entitled to deal with the Transferees regarding the sale, transfer and/or lease of all saleable spaces in the New Building / said Property and shall take all necessary steps for the same including getting the transfer documents prepared and signed, collecting payments, handing over possession, etc.
- 17.3 In case any agreement to be entered into with the intending transferees for the sale and transfer of the units / saleable spaces is terminated, cancelled and/or rescinded for any reasons, the consequences of such termination, cancellation and rescinding shall be binding upon the Owners as well as the Developer. In case of such termination, cancellation and rescinding, the Owners as well as the Developer shall refund the amounts received by them subject to deduction of applicable cancellation charges along with applicable interest/compensation to such intending transferees within the agreed time frame.
18. **Transfer in favour of Transferees:** The Saleable Spaces and other spaces areas rights or benefits at the said Property shall be sold and transferred in favour of the transferees thereof by initially entering into Agreements for Sale followed by handing over of possession to such agreement holders by the Developer and ultimately transferring title by registered Deeds of Conveyance. Both the Owners (either personally or through the attorney/s appointed pursuant to this agreement as be deemed fit by the Developer) and the Developer shall be parties in all such Agreements and Deeds of Conveyance.
- 18.1 The Owners shall from time to time and as and when required by and at the request of the Developer, execute and register (either personally or through the attorney/s appointed pursuant to this agreement as be deemed fit by the Developer) sale / transfer deed or deeds or other documents of transfer for sale, transfer or disposal of Saleable Spaces together with or independent of or independently the land comprised therein in favour of the respective Transferees thereof without raising any objection whatsoever. All costs and expenses for execution and registration of such agreements and/or documents of transfer shall be borne and paid by the prospective Transferees.

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- 18.2 **Preparation of Documents & Cost of Transfer of Units :** All documents of transfer will be prepared by the advocates of the Developer. The costs of such conveyances including stamp duty and registration fees and all other legal fees and expenses shall be borne and paid by the Transferees of Saleable Spaces.
19. **Unsold Areas:** In case any Saleable Spaces and other spaces areas rights and benefits within the said Property shall remain unsold after expiry of a period of 12(twelve) months from the Completion Date, such unsold Saleable Spaces and other spaces areas rights and benefits within the said Property shall be divided and allocated to the Owners and the Developer in the ratio herein agreed. The Unsold Areas shall be demarcated and divided by the parties mutually on equitable basis.
- 19.1 Upon Unsold Areas being allotted to the Parties hereto, each party shall be exclusively entitled to the area allotted to it with exclusive possession thereof and with exclusive right to sell, transfer or otherwise deal with and dispose off the same in any manner as it may deem appropriate, without any right, claim or interest therein whatsoever of the other parties.
- 19.2 In the event of any Unsold Areas in the New Building being divided and allocated to the Owners, the Owners shall make payment to the Developer of all dues, charges, extras, deposits, costs, etc. as are payable by other Transferees of Units in the New Building. Before possession of such unsold areas is taken by the Owners, all taxes, levies, impositions, expenses and liabilities regarding the same, including GST (if applicable), shall be paid by the Owners. Subsequently when the Owners sells such area to any Transferee, then the Owners shall be entitled to recover the above dues, charges, deposits, taxes, etc from such Transferee.
20. **Deposit:** The Developer shall deposit with the Owners a sum of **Rs.63,00,000/- (Rupees Sixty Three Lakhs)** only as interest free refundable deposit and the same shall be deposited as follows:
- Rs.3,00,000/- (Rupees Three Lakh) only** at or before the execution hereof (the receipt whereof the Owners do and each of them doth hereby as also by the receipt and **memo of deposit** hereunder written admit and acknowledge);
 - Rs.35,00,000/- (Rupees Thirty Five Lakh) only** on mutually agreed terms;
 - Rs.12,50,000/- (Rupees Twelve Lakh fifty thousand) only** within 15 days after receipt of clearance of Alignment.
 - Rs.12,50,000/-(Rupees Twelve Lakh) only** on sanction of the Plan by the concerned authorities;



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20. The said Deposit shall be refunded by the Owners to the Developer out of the Owners' Share in the Gross Sale Proceeds distributed in terms of this Agreement @18% (Eighteen percent) of such entitlement till the same stands fully adjusted.
21. **Maintenance** :It is intended that upon completion of construction, the responsibility of maintenance management and upkeep of the New Building shall be handed over to a professional facility management company and till such time, the same shall be maintained managed and upkept by the Developer subject to the buyers / holders / occupants of units in the New Building making payment of maintenance charges / common expenses. All Deposits (Sinking Fund, Maintenance Deposit, Corpus Deposit, etc.) shall be transferred to such Association on its formation subject to adjustment / deduction of all unpaid amounts.
- 21.1 **Same Restrictions:** All Units / Saleable Spaces in the New Building/s shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the New Building/s. In case there be different types of Units / Saleable Spaces, such as Residential, Commercial etc., then the restrictions may be varied at the Developer's discretion.
22. **Encumbrances and Liabilities** :In case at any time hereafter the said Property or any part thereof be found to be affected by any encumbrance or any liability be found to be due in respect thereof, then and in such event the Owners shall be liable at their own costs to have the same cleared and in case the Owners fails to do so even after receiving notice to that effect from the Developer, the Developer shall be at liberty to have the same cleared at the costs and expenses of the Owners and adjust such costs from the Owners' Share of Gross Sale Proceeds.
23. **Owners not to deal** : The Owners hereby agrees and covenants not to sell, transfer, assign, let out, grant lease, mortgage, charge or otherwise deal with or dispose of the said Property or any portions thereof nor agree to do so, save and except to the Developer and/or its nominee or nominees and/or assigns.
24. **No interference or hindrance by Owners** : The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Building. The Owners hereby agrees and covenants with the Developer not to do any act deed or thing whereby the Developer is prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Saleable Spaces and other spaces areas rights or benefits at the said Property.
25. **Project Finance** :Upon sanction of the plan and necessary approvals having being obtained for commencement of construction, the Developer may arrange for financing of the Project (**Project Finance**) by Banks/Financial Institutions/other entities (**Financier**) and obtain loans

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for the Project, including for home loans etc., to be availed by the flat / unit buyers. The Developer shall be entitled to charge / mortgage / pledge / securitise its share of Gross Sale Proceeds and for that the Owners shall fully co-operate with the Developer and do all acts deeds and things and sign execute deliver and register all papers and documents as be required therefor Provided That the Owners shall not have any liability whatsoever to repay such loans and/or any interest, penalty or other amounts thereof (Collectively called "the **Project Finance Liability**"). The Developer agrees to keep indemnified the Owners against any claim, liability or loss whatsoever relating to Project Finance / Project Finance Liability arising out of such borrowings or Project Finance. The loan obtained by the Developer shall be used by the Developer only for the Project and no other project or other business. The original title deeds shall be deposited with the Banks/Financial Institutions/other financial entities to which the Owners hereby consent and no further approval / consent / permission of the Owners shall be required therefor and the Owners shall deliver the original title deeds to the lending Banks/Financial Institutions/other financial entities and sign and execute necessary documents (including registered mortgage deed at the cost of Developer) in connection therewith (which may be signed by the Owners themselves or through the attorney/s appointed by the Owners pursuant to this agreement).

26. **Rates And Taxes :** All municipal and other rates and taxes and outgoings on the said Property relating to the period prior to the sanction of the Plan shall be borne, paid and discharged by the Owners and those accruing thereafter shall be borne and paid by the Developer and thereafter by the Transferees/Purchaser. As from the period after completion of construction of the New Building, the liability and responsibility for payment of the rates and taxes shall be that of the Transferees.
27. **Cooperation :** Each of the parties shall cooperate with the other to effectuate and implement this agreement and shall execute and register such further papers and documents as be required by the other party for giving full effect to the terms hereof.
28. **No Assignment or Change in Constitution etc.:** The Parties hereby agree and covenant with each other not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the prior consent in writing of the other party.
29. **Miscellaneous:**
 - a) **No Partnership:** The Owners on the one hand and the Developer on the other hand have entered into this Agreement purely as a contract 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.

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- b) **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.
- c) **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertakes to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be reasonably required by the Developer for the purpose and the Owners also undertakes to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.
- d) **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.
- e) **Name of New Building:** The name of the Project / New Building shall have prefix "Shivom" or as be decided by the Developer and the same shall be branded as "A Project of Shivom Realty".
- f) **No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said Property or any part thereof to the Developer by the Owners or as creating any right, title or interest therein in favour of the Developer except to develop the said Property in terms of this Agreement.
- g) A hoarding / sign containing Brand of the Developer will be permitted to be installed each on the façade and the roof of the Building.

30. **Force Majeure:**

- a) **Meaning :** Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, pandemic, epidemic or other natural

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physical disaster, war, military operations, riot, crowd disorder, strike, lock-outs, lock-downs, labor unrest or other industrial action, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons beyond the control of either Party) or any relevant Government or Court orders. It is made clear that escalation in price and/or non-availability of steel, labour and other building material shall not be constructed as Force Majeure.

- b) **Saving Due to Force Majeure:** If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party specifying the nature and extent of the circumstances giving rise to the event(s) of force majeure and shall, subject to such information, have no liability in respect of the performance of such of its obligations as are prevented by the event(s) of force majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of force majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure.
- c) **Reasonable Endeavours:** The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of force majeure shall use all reasonable endeavors to bring the event of force majeure to a close or to find a solution by which this agreement may be performed despite the continuance of the event of Force Majeure.
31. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied.
32. **Counterparts:** This Agreement is being executed simultaneously in two counterparts, each of which shall be deemed to be an original and all of which shall constitute one instrument and agreement between the Parties. The registered copy shall be retained by the Developer.
33. **Severance:**

ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
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- a) **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- b) **Deletion of Invalid Provision:** If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.
- c) **Reasonable Endeavour for Substitution:** The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

34. **Reservation of Rights:**

- a) **Right to Waive:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such Party.
- b) **Forbearance:** No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- c) **No Waiver:** Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.
- d) **No Continuing Waiver:** A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a

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ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
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future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.

35. **Amendment/Modification:** 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 expressly referring to the relevant provision of this Agreement.
36. **Notice:**
 - 36.1 **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or by facsimile or e-mail transmission, or sent by prepaid recorded delivery, or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified in writing by each Party from time to time). It is clarified that any notice or other written communication to any one of the Land Owners shall be deemed to be sufficient notice / communication to all other Land Owners.
 - 36.2 **Time of Service:** Any such notice or other written communication shall be deemed to have been served:
 - 36.2.1 **Personal Delivery:** if delivered personally, at the time of delivery.
 - 36.2.2 **Registered Post:** if sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities/service provider.
 - 36.3 **Proof of Service:** In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or courier, that such notice or other written communication was properly addressed and delivered to the postal authorities/service provider.
 - 36.4 **Electronic Mail:** Any notice sent by way of electronic mail (e-mail) shall be considered not to have been served, unless duly confirmed by the recipient by email or any other form of communication.
37. **Arbitration:** All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents and/or the said Property or determination of any liability either during subsistence of this

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ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
11 AUG 2023

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Agreement or after expiry thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being thereto in force. The Arbitrators will have summary powers and will be entitled to set up his own procedure and the Arbitrators shall have power to give interim awards and/or directions. The place of arbitration shall be at Kolkata and the language will be English. The fees of the Arbitrators shall be shared by the parties hereto in equal shares but each party shall individually bear the fees and costs of their own legal counsel / advocates.

38. **Jurisdiction:** The Courts at Kolkata and those having territorial jurisdiction over the said Property alone shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(The said Property / said Premises)

East
All That the piece and parcel of land containing an area of **7 Cottahs 7 Chittaks** more or less togetherwith brick built ^{*single storey residential*} structures (in dilapidated condition) measuring 185.55 sq. ft. situate lying and being municipal Premises No.34B/1, Shyampukur Street, under Police Station Shyampukur, Registration Office-R.A. Kolkata, Ward No.10, under Kolkata Municipal Corporation, Kolkata-700 004, as delineated in the map or plan annexed hereto shown in "Red" borders and butted and bounded as under :

- On the **North** : By Premises No.8 Padda Nath Lane;
On the **East** : By Partly by Shyam Bazar Post Office and Partly by Paddanath Lane;
On the **West** : By a Passage Road; and
On the **South** : By part of Premises No.34, Shyampukur Street;

Or Howsoever Otherwise the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Devolution of Title)

1. The Owners purchased the said Premises by a Deed of Conveyance dated 30th January 2012 made between Sree Kumari Bhattar and Arvind Kumar Bhattar therein referred to as the Vendors and the Owners herein therein referred to as the Purchasers and registered with the ARA-II, Kolkata in Book No.1 CD Volume No.4 Pages from 3449 to 3473 Being No.01016 for the year 2012.
2. After purchase of the said Property, the Owners got their names duly mutated in the records of the Kolkata Municipal Corporation.

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2023

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

EXECUTED AND DELIVERED by the above named OWNERS at Kolkata in the presence of:

① *Arind Bajaria*
276 Bangla Avenue
Block-B, Kol-55.

2. Pulkar Baran Das
53/4, P.N. Mudda Road
Kolkata-700056

FLAMINGO VINIMAY PRIVATE LIMITED

Nitish C. Bhopalkar

Authorised Signatory

(1) Flamingo Vinimay Private Limited

BARBRIK VILLA PVT. LTD.

Nareesh Agarwal

Director

(2) Barbrik Villa Private Limited

Calico Barter Pvt. Ltd.

Nitish C. Bhopalkar

Authorised Signatory

(3) Calico Barter Private Limited

SMITA TRADECOM PVT. LTD.

S. S. S.

Director

(4) Smita Tradecom Private Limited

EXECUTED AND DELIVERED by the above named DEVELOPER at Kolkata in the presence of:

1. *Arind Bajaria*

2. Pulkar Baran Das.

SIOM REALTY PVT. LTD.

Kamini V. Ag.

DIRECTOR/AUTHORISED SIGNATORY

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14.08.2023

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MEMO OF SECURITY DEPOSIT:

By and out of Cheques drawn on ICICI Bank, Ballygunge Branch, Kolkata 700019, drawn by the Developer in favour of the Land Owners' and as directed and instructed by the Land Owners', as detailed herein:

Sl. No.	Cheque No.	Land Owners' Name	Amount (Rs.)
1	000587	Flamingo Vinimay Private Limited	75000/-
2	000588	Barbrik Villa Private Limited	75000/-
3	000589	Calico Bater Private Limited	75000/-
4	000590	Smita Tradecom Private Limited	75000/-
TOTAL			300000/-

(Rupees Three Lacs) only

1. *Anind Bajoria*

FLAMINGO VINIMAY PRIVATE LIMITED

Nitesh Kumar Bhattacharya

Authorised Signatory

(1) Flamingo Vinimay Private Limited

BARBRIK VILLA PVT. LTD.

Nitesh Agarwal

Director

(2) Barbrik Villa Private Limited

Calico Barter Pvt. Ltd.

Nitesh Kumar Bhattacharya

Authorised Signatory

(3) Calico Barter Private Limited

SMITA TRADECOM PVT. LTD.

Smita Banerjee

Director

(4) Smita Tradecom Private Limited

Drafted by

Tushit Kumar Banerjee
Advocate
High Court, Calcutta

TUSHIT KUMAR BANERJEE
Advocate
Barasat Judges Court
Enrolment No. WB-794/98



ADDITIONAL REGISTRAR
OF ASSURANCE, KOLKATA
11 AUG 2023

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MAP OR PLAN FORMING PART OF THE FOREGOING DOCUMENT CONCERNING THE
BOUNDARIES OF MUNICIPAL PREMISES NO. 34B/1, SHYAMPUR STREET
BOROUGH NO II, P. S. TILJALA AND WITHIN WARD NO. 107 KOLKATA 700004
OF THE KOLKATA MUNICIPAL CORPORATION



SCALE=N.T.S.

NOTE :-

1. Municipal Premises No. 34B/1, admeasuring 7 cottah, 7 Chattak 0.0 sqft.
more or less shown marked within "RED" borders.
2. This plan is concerning the boundaries only and do not depict the size, nature
and dimensions of the structures existing.





ADDITIONAL REGISTRAR
OF ASSURANCE, KOLKATA
1 AUG 2023

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SPECIMEN FORM FOR TEN FINGER PRINTS



Nitish Kumar Biswas

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



Nitish Kumar

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



Nitesh Agarwal

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



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
11 DEC 2023

SPECIMEN FORM FOR TEN FINGER PRINTS



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



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



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



ADDITIONAL REGISTRAR
OF ASSURANCES - KOLKATA
11 OCT 2023



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



192023240188850668

GRN Details

GRN:	192023240188850668	Payment Mode:	SBI Epay
GRN Date:	25/08/2023 19:21:33	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	1582458688315	BRN Date:	25/08/2023 19:22:26
Gateway Ref ID:	202323764219384	Method:	State Bank of India New PG DC
GRIPS Payment ID:	250820232018885065	Payment Init. Date:	25/08/2023 19:21:33
Payment Status:	Successful	Payment Ref. No:	2001868036/9/2023
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Miss ANINDITA ROY
Address:	16 KRISHNA RAM BOSE STREET KOLKATA 700004
Mobile:	9673335446
Period From (dd/mm/yyyy):	25/08/2023
Period To (dd/mm/yyyy):	25/08/2023
Payment Ref ID:	2001868036/9/2023
Dept Ref ID/DRN:	2001868036/9/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001868036/9/2023	Property Registration- Registration Fees	0030-03-104-001-16	47504
Total				47504

IN WORDS: FORTY SEVEN THOUSAND FIVE HUNDRED FOUR ONLY.

PAID





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



192023240164777958



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GRN Details

GRN:	192023240164777958	Payment Mode:	SBI Epay
GRN Date:	10/08/2023 12:20:21	Bank/Gateway:	SBIePay Payment Gateway
BRN :	6125812703936	BRN Date:	10/08/2023 12:21:26
Gateway Ref ID:	202322274847525	Method:	State Bank of India New PG DC
GRIPS Payment ID:	100820232016477794	Payment Init. Date:	10/08/2023 12:20:21
Payment Status:	Successful	Payment Ref. No:	2001868036/2/2023
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Miss ANINDITA ROY
Address:	16 K R BOSE STREET
Mobile:	9673335446
Period From (dd/mm/yyyy):	10/08/2023
Period To (dd/mm/yyyy):	10/08/2023
Payment Ref ID:	2001868036/2/2023
Dept Ref ID/DRN:	2001868036/2/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001868036/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	40021
2	2001868036/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	3021
Total				43042

IN WORDS: FORTY THREE THOUSAND FORTY TWO ONLY.



ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
11 AUG 2023







Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - I KOLKATA, District Name :Kolkata









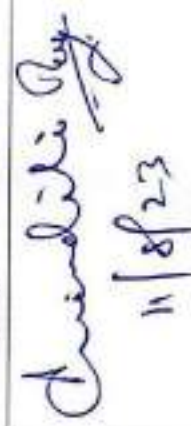
Signature / LTI Sheet of Query No/Year 19012001868036/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr NITESH KUMAR BHOPALKA 1A, Keshav Kunj, Panchwati Complex, VIP Road, City:- , P.O:- Airport, P.S:-Baguiati, District:- North 24-Parganas, West Bengal, India, PIN:- 700052	Represent ative of Land Lord [FLAMING O VINIMAY PRIVATE LIMITED] ,[CALICO BARTER PRIVATE LIMITED]		 2889	Nitesh w- Bhopalka 11/08/2023
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr NARESH AGARWAL 106 Kiran Chandra SinghaRoad,Ganges Garden, Phase-II, Block- GA6, 3rd Floor, City:- Howrah, P.O:- TMG Lane, P.S:-Shibpur, District:-Howrah, West Bengal, India, PIN:- 711102	Represent ative of Land Lord [BARBRIK VILLA PRIVATE LIMITED]		 3900	Nareesh Agarwal 11/08/23

ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
1 AUG 2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr BIJAY KUMAR AGARWALA 35A, Ballygunge Park, City:-, P.O:- Ballygunge, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN:- 700019	Representative of Land Lord [SMITA TRADECOM PRIVATE LIMITED]			 11/8/23
4	Mr SAMEER VIKRAM AGARWAL 3/2A, Garcha 1st Lane, Maniam Apartment, City:-, P.O - Ballygunge, P.S:-Gariahat, District:- South 24-Parganas, West Bengal, India, PIN:- 700019	Representative of Developer [SIOM REALTY PRIVATE LIMITED]			 11/8/23
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Miss Anindita Roy Late Alok Kumar Roy 16, Krishna Ram Bose Street, City:- Kolkata, P.O:- Shyampukur, P.S:- Shyampukur, District-Kolkata, West Bengal, India, PIN- 700004	Mr NITESH KUMAR BHOPALKA, Mr NARESH AGARWAL, Mr BIJAY KUMAR AGARWALA, Mr SAMEER VIKRAM AGARWAL			 11/8/23

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

ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
11 AUG 2023

Major Information of the Deed

Deed No :	I-1901-07105/2023	Date of Registration	28/08/2023
Query No / Year	1901-2001868036/2023	Office where deed is registered	
Query Date	22/07/2023 2:19:37 PM	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Anindita Roy 16, Krishna Ram Bose Street, Thana : Shyampukur, District : Kolkata, WEST BENGAL, PIN - 700004, Mobile No. : 9673335446, Status :Attorney of Claimant		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 50,50,000/-]	
Set Forth value		Market Value	
		Rs. 2,47,57,219/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 40,121/- (Article:48(g))		Rs. 50,525/- (Article:E, E, B,)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Kolkata, P.S:- Shyampukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Shyam Pukur Street, Premises No: 34B/1, , Ward No: 010 Pin Code : 700004

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	7 Katha 7 Chatak		2,45,98,189/-	Property is on Road
Grand Total :				12.2719Dec	0 /-	245,98,189 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	185.55 Sq Ft.	0/-	1,59,030/-	Structure Type: Structure
Gr. Floor, Area of floor : 185.55 Sq Ft.,Residential Use, Tiles Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		185.55 sq ft	0 /-	1,59,030 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	FLAMINGO VINIMAY PRIVATE LIMITED 84A, Chittaranjan Avenue, 1st Floor, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx8Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	BARBRIK VILLA PRIVATE LIMITED 27, Brabourne Road, Room No. 302,3rd Floor, City:- Kolkata, P.O:- GPO Kolkata, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx3L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	CALICO BARTER PRIVATE LIMITED P-12, New Howrah Bridge Approach Road, City:- Kolkata, P.O:- Kolkata GPO, P.S:-Burrobazar, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx5F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
4	SMITA TRADECOM PRIVATE LIMITED 14, Netaji Subhash Road, City:- Kolkata, P.O:- GPO Kolkata, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx7F,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	SIOM REALTY PRIVATE LIMITED 1st Floor, 11/1, Sunny Park, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 , PAN No.:: AAxxxxxx0C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr NITESH KUMAR BHOPALKA Son of Mr Kamal Kumar Agarwal 1A, Keshav Kunj, Panchwati Complex, VIP Road, City:- , P.O:- Airport, P.S:-Bagulati, District:-North 24-Parganas, West Bengal, India, PIN:- 700052, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AMxxxxxx3F, Aadhaar No: 78xxxxxxxxx8190 Status : Representative, Representative of : FLAMINGO VINIMAY PRIVATE LIMITED (as Authorised Signatory), CALICO BARTER PRIVATE LIMITED (as Authorised Signatory)
2	Mr NARESH AGARWAL Son of Mr Shankar Lal Agarwal 106 Kiran Chandra SinghaRoad,Ganges Garden, Phase-II, Block-GA6, 3rd Floor, City:- Howrah, P.O:- TMG Lane, P.S:-Shibpur, District:-Howrah, West Bengal, India, PIN:- 711102, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: APxxxxxx6N, Aadhaar No: 53xxxxxxxxx0332 Status : Representative, Representative of : BARBRIK VILLA PRIVATE LIMITED (as Director)
3	Mr BIJAY KUMAR AGARWALA Son of Late Ram Prasad Agarwala 35A, Ballygunge Park, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx2Q, Aadhaar No: 59xxxxxxxxx1706 Status : Representative, Representative of : SMITA TRADECOM PRIVATE LIMITED (as Authorised Signatory)

4 Mr SAMEER VIKRAM AGARWAL (Presentant)

Son of Mr Vikram Chand Agarwal 3/2A, Garcha 1st Lane, Maniam Apartment, City:- , P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx6M, Aadhaar No: 78xxxxxxxx1812 Status : Representative, Representative of : SIOM REALTY PRIVATE LIMITED (as Director)

Identifier Details :

Name	Photo	Finger Print	Signature
Miss Anindita Roy Late Alok Kumar Roy 16, Krishna Ram Bose Street, City:- Kolkata, P.O:- Shyampukur, P.S:- Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700004			

Identifier Of Mr NITESH KUMAR BHOPALKA, Mr NARESH AGARWAL, Mr BIJAY KUMAR AGARWALA, Mr SAMEER VIKRAM AGARWAL

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	FLAMINGO VINIMAY PRIVATE LIMITED	SIOM REALTY PRIVATE LIMITED-3.06797 Dec
2	BARBRIK VILLA PRIVATE LIMITED	SIOM REALTY PRIVATE LIMITED-3.06797 Dec
3	CALICO BARTER PRIVATE LIMITED	SIOM REALTY PRIVATE LIMITED-3.06797 Dec
4	SMITA TRADECOM PRIVATE LIMITED	SIOM REALTY PRIVATE LIMITED-3.06797 Dec

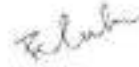
Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	FLAMINGO VINIMAY PRIVATE LIMITED	SIOM REALTY PRIVATE LIMITED-46.38750000 Sq Ft
2	BARBRIK VILLA PRIVATE LIMITED	SIOM REALTY PRIVATE LIMITED-46.38750000 Sq Ft
3	CALICO BARTER PRIVATE LIMITED	SIOM REALTY PRIVATE LIMITED-46.38750000 Sq Ft
4	SMITA TRADECOM PRIVATE LIMITED	SIOM REALTY PRIVATE LIMITED-46.38750000 Sq Ft

On 10-08-2023

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 2,47,57,219/-



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

On 11-08-2023

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

Presented for registration at 19:49 hrs on 11-08-2023, at the Private residence by Mr SAMEER VIKRAM AGARWAL

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

Execution is admitted on 11-08-2023 by Mr NITESH KUMAR BHOPALKA, Authorised Signatory, FLAMINGO VINIMAY PRIVATE LIMITED, 84A, Chittaranjan Avenue, 1st Floor, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001; Authorised Signatory, CALICO BARTER PRIVATE LIMITED, P-12, New Howrah Bridge Approach Road, City:- Kolkata, P.O:- Kolkata GPO, P.S:-Burraobazar, District:-Kolkata, West Bengal, India, PIN:- 700001

Identified by Miss Anindita Roy, , Late Alok Kumar Roy, 16, Road: Krishna Ram Bose Street, , P.O: Shyampukur, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700004, by caste Hindu, by profession Service

Execution is admitted on 11-08-2023 by Mr NARESH AGARWAL, Director, BARBRIK VILLA PRIVATE LIMITED, 27, Braboume Road, Room No. 302,3rd Floor, City:- Kolkata, P.O:- GPO Kolkata, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Identified by Miss Anindita Roy, , Late Alok Kumar Roy, 16, Road: Krishna Ram Bose Street, , P.O: Shyampukur, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700004, by caste Hindu, by profession Service

Execution is admitted on 11-08-2023 by Mr BIJAY KUMAR AGARWALA, Authorised Signatory, SMITA TRADECOM PRIVATE LIMITED, 14, Netaji Subhash Road, City:- Kolkata, P.O:- GPO Kolkata, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Identified by Miss Anindita Roy, , Late Alok Kumar Roy, 16, Road: Krishna Ram Bose Street, , P.O: Shyampukur, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700004, by caste Hindu, by profession Service

Execution is admitted on 11-08-2023 by Mr SAMEER VIKRAM AGARWAL, Director, SIOM REALTY PRIVATE LIMITED, 1st Floor, 11/1, Sunny Park, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019

Identified by Miss Anindita Roy, , Late Alok Kumar Roy, 16, Road: Krishna Ram Bose Street, , P.O: Shyampukur, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700004, by caste Hindu, by profession Service



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

On 25-08-2023

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 50,525.00/- (B = Rs 50,500.00/- ,E = Rs 21.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by online = Rs 3,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 10/08/2023 12:21PM with Govt. Ref. No: 192023240164777958 on 10-08-2023, Amount Rs: 3,021/-, Bank: SBI EPay (SBlePay), Ref. No. 6125812703936 on 10-08-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 10/08/2023 12:21PM with Govt. Ref. No: 192023240164777958 on 10-08-2023, Amount Rs: 40,021/-, Bank: SBI EPay (SBlePay), Ref. No. 6125812703936 on 10-08-2023, Head of Account 0030-02-103-003-02

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

On 28-08-2023

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 50,525.00/- (B = Rs 50,500.00/- ,E = Rs 21.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 47,504/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 25/08/2023 7:22PM with Govt. Ref. No: 192023240188850668 on 25-08-2023, Amount Rs: 47,504/-, Bank: SBI EPay (SBlePay), Ref. No. 1582458688315 on 25-08-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 0/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1619, Amount: Rs.100.00/-, Date of Purchase: 05/07/2023, Vendor name: S DAS
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 25/08/2023 7:22PM with Govt. Ref. No: 192023240188850668 on 25-08-2023, Amount Rs: 0/-, Bank: SBI EPay (SBlePay), Ref. No. 1582458688315 on 25-08-2023, Head of Account

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2023, Page from 275600 to 275637
being No 190107105 for the year 2023.



Pradipta
Digitally signed by PRADIPTA KISHORE
GUHA
Date: 2023.08.31 17:37:58 +05:30
Reason: Digital Signing of Deed.

(Pradipta Kishore Guha) 2023/08/31 05:37:58 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.

(This document is digitally signed.)