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I hereby certify that the Document is admitted to the Register and the Additional Register of the Registrar of Assurances in Kolkata.

Additional Registrar
Assurances-III, Kolkata

21/01/22



THIS AGREEMENT made this 22nd day of February Two Thousand and Twenty Two

BETWEEN

1 PARTIES:

1.1 OWNER:

PIYA MUKHERJEE [PAN: AOCPM3642Q; AADHAAR: 6536 6105 7921], wife of Kalyan Mukhopadhyay, residing at 41B, Kashi Mitra Ghat Street P.O. Bagbazar, P.S. Shyampur, Kolkata - 700003 hereinafter referred to as "the OWNER";

1.2 DEVELOPER:

TETRAS DEVELOPERS AND CONSTRUCTIONS PRIVATE LIMITED [PAN: AAICT9318D], an existing company within the meaning of the

58782

21 FEB 2022

TV.....DATE.....

SOLD TO.....

ADDRESS.....

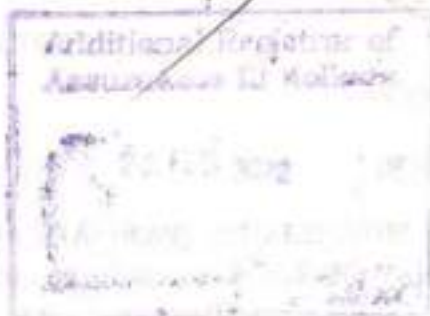
RS.....

M/S. J. N. BOSE & CO.
ADVOCATES
6, OLD POST OFFICE STREET
KOLKATA-700 001.

CODE NO. (1087)
LICENCED NO.
70 & 20A / 1973

ANJUSHREE BANERJEE
L. S. VENDOR (S)
HIGH COURT, KOLKATA-700 001

21 FEB 2022



Companies Act, 2013, having its registered office at Megha Apartment, 1st Floor, Aligunj Library Road, Midnapur, District Paschim Medinipur, Pin 721101, and represented by its Directors, namely, **(1) SUTANU CHAKRABORTY, [PAN: ACYPC2091F; AADHAAR 4752 3262 7070]**, son of Late Sudhangshu Chakraborty, residing at 17/A/7, Rabindranagar, P.O. Midnapur, P.S. Kotwali, District Paschim Midnapore, West Bengal, Pin-721101, **(2) SANTANU CHAKRABORTY, [PAN: AEOPC0889H; AADHAAR 6494 6615 4788]**, son of Chandidas Chakraborty, residing at Head Post Office Road, P.O. Midnapur, P.S. Kotwali, District Paschim Midnapore, West Bengal, Pin - 721101, and **(3) SUDIPTA BOSE, [PAN: AGRPB9616J; AADHAAR 7266 1121 1322]**, son of Tulsi Charan Bose, residing at Colonelgola, P.O. Midnapur, P.S. Kotwali, District Paschim Midnapore, West Bengal, Pin - 721101.

1.3 CONFIRMING PARTIES:

1.3.1 SIDDHESWARI HOUSING PRIVATE LIMITED [PAN: AAKCS0858B], an existing Company within the meaning of the Companies Act 2013, having its registered office at Ramkrishna Nagar, P.O. Midnapore, P.S. Kotwali, District Paschim Medinipur, Pin - 721101 represented by its Directors: **(1) ARUP KUMAR HAZRA [PAN: AARPH9261R; AADHAAR: 297763937226]**, son of Late Saktipada Hazra, residing at Ramkrishna Nagar, Dharma, Midnapore, P.O. Midnapore, P.S. Kotwali, District Paschim Medinipur, Pin - 721101; **(2) BISWANATH TULSIAN [PAN: ABLPT6618H; AADHAAR: 866227622172]**, son of Ramswarup Tulsian, residing at Amrit Kunj, Sujagunj, Midnapore, P.O. Midnapore, P.S. Kotwali, District Paschim Medinipur, Pin - 721101; **AND (3) PIYA MUKHERJEE [PAN:AOCPM3642Q; AADHAAR: 653661057921]**, wife of Kalyan Mukherjee, residing at 41B, Kashi Mitra Ghat Street, P.O. Bagbazar, P.S. Shyampukur, Kolkata - 700003;

1.3.2 ARUP KUMAR HAZRA [PAN: AARPH9261R; AADHAAR: 297763937226], son of Late Saktipada Hazra, residing at Ramkrishna Nagar, Dharma, Midnapore, P.O. Midnapore, P.S. Kotwali, District Paschim Medinipur, Pin - 721101;

1.3.3 BISWANATH TULSIAN [PAN: ABLPT6618H; AADHAAR: 866227622172], son of Ramswarup Tulsian, residing at Amrit Kunj, Sujagunj, Midnapore, P.O. Midnapore, P.S. Kotwali, District Paschim Medinipur, Pin - 721101;



- 1.3.4 PIYA MUKHERJEE [PAN: AOCPM3642Q; AADHAAR: 653661057921]**, wife of Kalyan Mukhopadhyay, residing at 41B, Kashi Mitra Ghat Street, P.O. Bagbazar, P.S. Shyampukur, Kolkata - 700003;

The **Owner, Developer and Confirming Parties** are referred to singly as '**PARTY**' and collectively as '**PARTIES**' and unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs, legal representatives, executors, successors or successors-in-office and/or successors-in-interest and/or assigns.

SECTION-I # DEFINITIONS:

- 2 DEFINITIONS:** Unless in this Agreement there be something contrary or repugnant to the subject or context:-
- 2.1.1 "Appropriate Authorities"** shall according to the context mean all or any of the Central or State Government or any department thereof and/or its officers and functionaries and also all other State, Executive, Judicial or Quasi-Judicial authorities, Local Authority, Government Company, Statutory Bodies and/or other authorities and include Collector, Municipal Engineering Directorate, Zilla Parishad, Planning Authority, Development Authority, B.L. & L.R.O., D.L. & L.R.O., Collector, Real Estate Authorities, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Airport Authority, Police Authorities, Law Enforcement Authorities, Pollution Control Authorities, Fire Service Authorities, Insurance Companies, Income Tax Authorities, Goods and Service Tax Authorities, Courts, Tribunals, Judicial and Quasi-Judicial authorities and forums having jurisdiction over the relevant activity and include the concerned Service/Utility Providers for electricity, water, drainage, sewerage, lift, generator, telecom, television, wireless connectivity, digital and other utilities whatsoever or howsoever.
- 2.1.2 "Building Complex"** shall mean and include the Subject Property and the New Buildings thereat with the Common Areas and Installations and all other open and covered spaces thereat.
- 2.1.3 "Building Plans"** shall mean the plans for construction of the New Buildings to be caused to be sanctioned by the Developer from the Jhargram Municipality and/or other Appropriate Authorities and include all modifications and/or alterations as may be made thereto as also all extensions and/or renewals thereof.



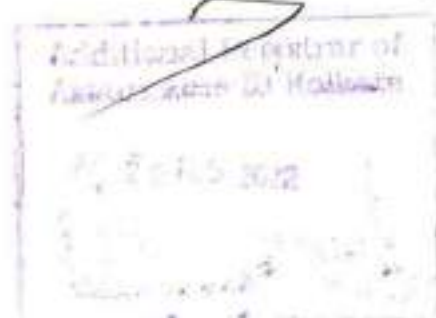
- 2.1.4 "Common Areas and Installations"** shall mean such parts, portions and areas in the Subject Property which the Developer may from time to time identify and earmark for common use by all or any one or more of the Transferees or any other person in common with the Owner and/or the Developer and include any variations or relocations thereof as may be made by the Developer in consultation with the Owner. A list of tentative Common Areas and Installations is given in the **SECOND SCHEDULE** hereto.
- 2.1.5 "Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Transferees thereof; collection and disbursement of the Common Expenses; the purpose of regulating mutual rights, obligations and liabilities of the Transferees thereof; and dealing with all matters of common interest of the Transferees thereof.
- 2.1.6 "Completion of Construction"** in respect of any Unit or New Buildings or part thereof forming part of the Building Complex shall mean the compliance of requirements mentioned in clause 8.12.2 hereto.
- 2.1.7 "Developer's Allocation"** shall mean and include all Transferable Areas in the Building Complex except the Owner's Allocation and include all other properties and rights belonging to the Developer in terms hereof.
- 2.1.8 "Encumbrances"** shall include mortgages, charges, security interest, liens (including negative lien), lis pendens, hypothecations, attachments, leases, tenancies, bargadar, occupancy rights, licenses, uses, debutters, trusts, bankruptcy, insolvency, wakfs, acquisition, requisition, vesting, any other encumbrance, claims, demands and liabilities whatsoever or howsoever;
- 2.1.9 "Force Majeure"** shall mean any event or combination of events or circumstances beyond the control of a Party including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, epidemics, pandemic and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfew etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government; (f) Non-functioning of any



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The Registrar of Companies
New Delhi
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existing or new Appropriate Authorities due to any reason whatsoever including any lockdown imposed by the Government of India or the Government of West Bengal.

- 2.1.10 **"New Buildings"** shall mean the one or more buildings and other structures to be constructed from time to time at or portion/s of the Subject Property.
- 2.1.11 **"Owner's Allocation"** shall mean and include those defined in the **FOURTH SCHEDULE** hereunder written.
- 2.1.12 **"Parking Spaces"** shall mean the spaces at the Building Complex including at covered space, open area or under a shade at the open area or mechanized multilevel systems at the open area for parking of motor cars and/or two-wheelers.
- 2.1.13 **"Pass Through Charges"** shall mean the 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.
- 2.1.14 **"Real Estate Laws"** shall mean Real Estate (Regulation and Development) Act, 2016, and include all the amendments and substitutes thereof and also all rules, regulations and byelaws framed thereunder.
- 2.1.15 **"Shares in land"** shall mean the proportionate undivided share in the land of whole or part of the Subject Property attributable to any Unit.
- 2.1.16 **"Subject Property"** shall mean the piece or parcel of land morefully and particularly described in the **FIRST SCHEDULE** hereunder written.
- 2.1.17 **"Transfer"** (with grammatical variations) shall insofar as the same relates to Units shall mean transaction of sale or lease or any other mode of transfer and insofar as the other Transferable Areas shall mean transaction by sale, grant or otherwise.
- 2.1.18 **"Transferable Areas"** shall mean the Units, Parking Spaces, private/reserved terraces/roofs with or without any facilities and all other areas at the Building Complex capable of being transferred independently or by being added to the area of any Unit or by making the same appurtenant to any Unit or otherwise and shall also include any area, right or privilege at



the Building Complex capable of being commercially exploited or transferred for consideration in any manner and include the proportionate undivided shares in land and/or the Common Areas and Installations appurtenant to the Units but shall not include those forming part of the Owner's Allocation.

2.1.19 "Transferees" shall mean the persons to whom any Transferable Areas in the Building Complex is Transferred or agreed to be Transferred by the Developer.

2.1.20 "Units" shall mean the independent and self-contained residential apartments and non-residential shops, offices and other spaces including any private/reserved terraces/roofs capable of being exclusively held used or occupied by a person.

2.2 INTERPRETATION:

2.2.1 Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this Agreement and include any parts of such Schedule.

2.2.2 Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience only and shall not be used for or influence the interpretation of any clause or sub-clause hereof.

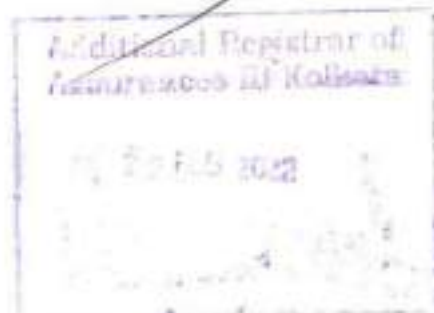
2.2.3 Words of any gender are deemed to include those of the other gender;

2.2.4 Words using the singular or plural number also include the plural or singular number, respectively;

2.2.5 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Articles of this Agreement, as the case may be;

2.2.6 Reference to the word "include" shall be construed without limitation;

2.2.7 The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;



- 2.2.8** Reference to a document, instrument or agreement (including, without limitation, this Agreement) is a reference to any such document, instrument or agreement as modified, amended, varied, supplemented or novated in writing from time to time in accordance with the provisions.

SECTION-II # RECITALS AND REPRESENTATIONS:

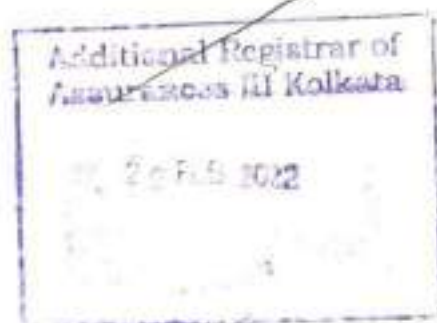
3 RECITALS/REPRESENTATIONS:

3.1 RECITALS:

- 3.1.1** The Owner is the full and absolute Owner of the Subject Property. The mode and manner of acquisition of title by the Owner is morefully set out in the **FIFTH SCHEDULE** hereunder written.
- 3.1.2** Pursuant to discussions between the parties and the representations as hereinafter contained, the Owner and the Developer have agreed to enter into this agreement whereby the Developer shall, inter alia, be entitled to the exclusive right to develop the Building Complex and Transfer the Transferable Areas to interested Transferees and be entitled to the Developer's Allocation and other benefits and the Owner shall, inter alia, be entitled to the Owner's Allocation and other benefits hereinstated.

3.2 REPRESENTATIONS:

- 3.2.1** The Owner made the following several representations, assurances and warranties to the Developer which have been completely relied upon and believed to be true and correct by the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:
- (i) That the Owner is presently the full and absolute Owner of the Subject Property with good marketable title free from all Encumbrances whatsoever and in khas vacant and peaceful possession thereof. The facts about the Owner deriving title to the Subject Property is represented and warranted by the Owner in the **FIFTH SCHEDULE** hereto and the same are all true and correct.
 - (ii) The Subject Property is demarcated by proper physical and legal demarcations.
 - (iii) There are proper boundary walls on the North, West, and East of the Subject Property.



- (iv) The Subject Property is abutting directly on the adjacent 100 feet wide public road with a frontage of 236 feet.
- (v) That there is no notice of acquisition or requisition or alignment under the Land Acquisition Act or The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 received or pending in respect of the Subject Property or any part thereof and the Subject Property or any part thereof does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or any other law whatsoever.
- (vi) That neither the Subject Property nor any part thereof has been attached or forfeited and/or is liable to be attached or forfeited under any laws or order or decree of any authority or Court of Law or due to Income Tax, Foreign Exchange, Money Laundering or any other Statutory Dues or Public Demand.
- (vii) There is no impediment, obstruction, restriction or prohibition in the Owner entering upon this Agreement and/or in the development and transfer of the Subject Property.
- (viii) That the original documents of title in respect of the Subject Property are in the personal custody of the Owner and the same have not been deposited with anyone nor confiscated or seized by any authority nor used as security or collateral security or bond or otherwise in respect of any activity or transaction whatsoever.
- (ix) There is no suit, dispute, claim or other legal proceeding, civil, criminal or revenue is pending by or against the Owner and/or any other person affecting or in any way relating to the Subject Property and there is no legal proceeding, dispute or claim affecting the Subject Property and/or the Owner.
- (x) That there is no injunction, status quo, prohibition or other order or condition in any way relating to or affecting the Subject Property in any manner.
- (xi) That the Owner has not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever.
- (xii) That the Owner has not entered upon any agreement or contract with any other person in connection with the Subject Property or any part thereof or its development/sale/transfer nor have



executed any power of attorney in favour of any person nor have otherwise dealt with the Subject Property or any part thereof prior to execution of this Agreement.

- (xiii) That the Owner has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Subject Property or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the development transfer and other activities envisaged under this Agreement.
- (xiv) That the Owner or his predecessors in title have not mortgaged or charged or provided security interest in respect the Subject Property or any part thereof and there is no notice or proceeding for realization or recovery of the dues of the Bank nor is there any notice or proceeding of winding up or bankruptcy or insolvency proceedings under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act or Insolvency and Bankruptcy Code or before the Debts Recovery Tribunal or before any Court or Tribunal filed or pending against the Owner.
- (xv) That there is no difficulty in the compliance of the obligations of the Owner hereunder.

3.3. REPRESENTATIONS OF DEVELOPERS: The Developer have represented and assured the Owner, inter alia, as follows:-

- 3.3.1.** The Developer is carrying on business of construction and development of real estate and has infrastructure, expertise and resources in this field.
- 3.3.2.** The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- 3.3.3.** It is duly organized and validly existing under the prevailing laws of India and has full power and authority (corporate or otherwise) and has all material governmental licenses, consents and approvals necessary to own its assets and properties and to carry on its business as now conducted
- 3.3.4.** Subject to the terms hereof, there is no difficulty in compliance of the obligations of the Developer hereunder.



- 3.4 The parties are now entering upon this Agreement to put into writing all the terms and conditions agreed between them in connection with the development of the Subject Property and the administration and Transfer of the Building Complex and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

SECTION-III # WITNESSETH:

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

4 AGREEMENT AND CONSIDERATION:

- 4.1 The Owner hereby agrees to provide the entirety of the Subject Property and hereby grants to the Developer exclusive rights and authority to develop the Subject Property as a Building Complex and to Transfer and administer the Building Complex on the terms and conditions hereinafter contained and in consideration thereof and further in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the Owner to be observed, fulfilled and complied with, the Developer has agreed to the same on the terms and conditions hereinafter contained.
- 4.2 The Confirming Parties hereby confirm that they have no right in the Subject Property and hereby confirm that the Owner is the only person entitled to the Subject Property. The Confirming Parties further confirm that the Owner has absolute right and authority without any impediment whatsoever to entrust the Subject Property for development in the manner hereinafter provided. The Confirming Parties also release and relinquish all claims that the Confirming Parties have over and in respect of the Subject Property.
- 4.3 The Owners and the Confirming Parties hereby declare state and confirm that with effect from the date hereof, the Developer shall have the sole and exclusive rights, authorities and entitlements (a) to develop and construct or cause to be developed and constructed the Building Complex at the Subject Property, (b) to administer the Building Complex in the manner and until the period as morefully contained herein, (c) to Transfer all the Transferable Areas, (d) to the Developer's Allocation, and (e) to all other properties benefits and rights of the Developer hereunder or to which the Developer is entitled hereunder; **And** the Owner shall be entitled (a) to the Owner's Allocation and (b) all other properties benefits and rights of the Owner hereunder or to which



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the Owner is entitled hereunder; on and subject to the terms and conditions hereinafter contained.

- 4.4 The New Buildings shall be constructed or caused to be constructed by the Developer at its own costs and expenses upon complying with all provisions of law. The Owner hereby agrees to sell and transfer the Shares in land attributable to the Transferable Areas in the Developer's Allocation in favour of the concerned Transferees and the sale of the same shall be completed upon Completion of Construction of the concerned Unit.
- 4.5 The present agreement and the rights of the Developer shall be and remain valid and subsisting at all times and cannot be cancelled except only in accordance with any specific terms and conditions mentioned herein.
- 4.6 Notwithstanding anything elsewhere to the contrary contained in this agreement it is expressly agreed and understood by and between the parties hereto that no obligation of the Developer shall commence till the complete lifting of any lock-down or restrictions due to Covid 19 and also the normal functioning of government departments and movement of people beginning thereafter.

5 OBLIGATIONS OF OWNER:

- 5.1 **ATTRIBUTES REQUIRED FOR SUBJECT PROPERTY:** The Owner shall be wholly responsible and liable to cause and ensure the availability of the Subject Property towards the development and Transfer in terms hereof. In connection with the Subject Property, the Owner shall be bound to comply with and meet the following attributes:

5.1.1 Marketable Title: The Subject Property and each part thereof shall be absolute freehold property with good and marketable title of the Owner. The Owner shall make out and keep and maintain, at his costs, good marketable title to the Subject Property. The Owner shall be liable for satisfying all buyers and bankers about marketable title and for all title and ownership and possession related claims. Any objection or claim of any person due to any reason whatsoever shall be dealt with and settled and cleared by the Owner at his own costs. The Owner agrees to answer and comply with all further Requisitions on title that may be raised by the Developer or its advocate (in addition to the requisition already raised and answered) upon them within 15 (fifteen) days of receipt thereof.



- 5.1.2 Free from Encumbrances:** The Owner has agreed to provide the Subject Property free from all Encumbrances and with vacant and peaceful possession duly secured by boundary walls and gates and directly abutting public road. The Subject Property and each part thereof is and shall be free of and from all kinds of Encumbrances and/or any claims or disputes by any third party including predecessor in title of the Owner and there shall be no restriction or prohibition under any laws for its development and/or Transfer in any manner. The Subject Property and each and every part thereof shall also be free from any vesting under the Estates Acquisition Act, the Land Reforms Act and/or the Urban Land (Ceiling & Regulation) Act or any other law and there shall be proper no lien custody of all original title deeds and government records in respect of the Subject Property and every part thereof.
- 5.1.3 Physical Possession:** There is or shall be no claim or interference or obstruction of any other person as regards possession of the Subject Property or any part thereof.
- 5.1.4 Direct Access:** The Subject Property has and shall continue to have direct access from the abutting 100 feet wide public road with a frontage alongside such road.
- 5.1.5 Fit for Development:** The Subject Property is and shall continue to remain fit for development of the Building Complex and Transfer of the Transferable Areas in the Developer's Allocation therein.
- 5.1.6 Clearances:** The Owner shall apply for and obtain the necessary permissions, clearances or certificates from any Appropriate Authorities as may be required in respect of the land and/or title of the Subject Property or to make the same fit for Development. The Developer shall take lead in assistance with the Owner in taking out such certificates and permissions at the costs and expenses of the Owner.
- 5.1.7 Defects/deficiencies:** In case any Encumbrance arises or is detected in respect of the Subject Property or any part thereof at any time or in case any defect or deficiency in the title of the Subject Property arises or is detected at any time or there is any claim of possession or occupation by any person in respect of the Subject Property at any time, the same shall be rectified and cured by the Owner within 60 (sixty) days of the same arising.



- 5.1.8 Errors:** In case records of the B.L. & L.R.O., Municipality and/or any other Appropriate Authorities contain any error, defect, discrepancy, omission, inconsistency or mis-description in numbering, mutation, area, nature of use, share etc. or require any correction or rectification or change, the Owner shall also cause the same to be applied for correction and rectification within 30 (thirty) days from the date of execution hereof and pursued diligently to obtain the same at the earliest or within 30 (thirty) days of the detection thereof.
- 5.1.9 Dues on the Subject Property:** The Owner shall pay and clear upto date land revenue, property tax and any other dues or taxes, if any outstanding in respect of the Subject Property until the date of commencement of construction of the New Buildings.
- 5.2 COMPLIANCE OF REAL ESTATE LAWS:** The Owner shall comply with all requirements of Real Estate Laws as applicable to a landowner and/or pertaining to land and title.
- 5.3 TIME AND COSTS AND EXPENSES FOR OBLIGATIONS OF OWNER:** Unless otherwise expressly mentioned:-
- 5.3.1** Save as expressly mentioned herein, the Developer shall not be liable for any costs, charges, outgoings and expenses on any account whatsoever in respect of the several obligations of the Owner contained herein and the Owner shall be exclusively liable therefor.
- 5.3.2** The time for compliance of the several obligations of the Owner shall be within 120 (one hundred twenty) days from the date of execution hereof or if the situation for the same arises later then within 120 (one hundred twenty) days of the situation arising or such further time as the Developer may allow as per the situation.
- 5.4 TITLE DEEDS & OTHER DOCUMENTS:**
- 5.4.1** The Owner shall deliver all original records of rights and title deeds relating to the Subject Property in his custody particulars whereof are mentioned in the **SIXTH SCHEDULE** hereto and hereinafter referred to as "the **said Documents**", to the Developer, simultaneously with the execution hereof. Upon completion of sale and transfer of all the Units and/or Transferable Areas in the Building Complex, the Developer will have the right to obtain the originals of whatever documents



handed over by the Owner to the Developer's Advocate and any further documents that may be deposited with the Developer's Advocate during the course of development, and to deliver the same to the Association of the Transferees of the New Buildings.

5.4.2 The Developer shall be entitled from time to time and at all times to produce, submit, deliver, give copies and extracts of and from the said Documents before government and semi government bodies and authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi-judicial forums, service providers and other persons and authorities as may be required. The Developer shall also be entitled to produce and give/deliver/deposit the said Documents or copies and extracts of and from the said Documents before banks or other financial institutions who would be providing finance/loans/advances to the Developer for development of the Subject Property and also provide inspection and give copies thereof to any financier giving loans or advances to any Transferee.

5.4.3 In the event of the Owner or the Confirming Parties being required to produce the said Documents in terms of any covenant to such effect being contained in any title deed, the Owner shall be entitled to call upon the said Developer to cause the same to be produced for inspection or otherwise generally to produce the same as the Owner may be called upon to in terms of the covenants contained in the said title deeds forming part of the said Documents.

5.5 POSSESSION:

5.5.1 The Owner shall simultaneously with the execution hereof deliver vacant peaceful possession of the Subject Property to the Developer for the purpose of development envisaged herein.

6 PLANNING:

6.1 The planning and layout for the development of the Subject Property including, inter alia, on the aspects mentioned hereinbelow, shall be done by the Developer:

- (i) The design, concept and layout of the Building Complex and also of landscaping, plantation, walkways, driveways, etc., at the Subject Property, the number and area of Units, Parking Spaces in one or more New Buildings and other portions of the Subject Property and the nature of the constructions and developments



at the Subject Property including any underground, ground level or above the ground developments and constructions;

- (ii) Club and/or sporting/entertainment/recreation/health centre, if any planned, for the Transferees and/or others and the composition, specifications, equipments, installations, services and facilities

- 6.2** The Developer shall be free to plan, commence and continue the construction and development of the Subject Property or any part thereof in multiple phases as the Developer may deem fit and proper.

7 SURVEY, SANCTION AND MODIFICATION OF BUILDING PLANS:

- 7.1 SURVEY AND SOIL TESTING:** The Developer shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Subject Property.

- 7.2 BUILDING PLANS PREPARATION AND APPROVAL:** Upon the Owner complying with his obligations hereunder, the Developer shall at its own cost and expenses from time to time cause to be prepared and sanctioned one or more plans for the constructions at the Building Complex. The Developer may prepare single or multiple building plans in respect of the Development of the Building Complex or any part/phase thereof and to apply for and obtain sanction on a phase wise manner from time to time, if necessary. The Developer shall send a copy of the proposed Building Plans to the Owner. In case there is any suggestion of the Owner, the Owner shall inform the Developer thereabout within 10 (ten) days from the receipt of the plans. All points of discussion on the same between the Owner and the Developer shall be done in the presence of the Architect for the Building Complex. Any disagreement shall be mutually settled by the parties and the decision of the Architect on any point of disagreement would be final and binding upon both the parties.

- 7.3 MODIFICATIONS AND ALTERATIONS:** The Developer shall also be entitled from time to time to cause modifications and alterations to the building plans in such manner and to such extent as the Developer may deem fit and proper.

- 7.4 SIGNATURE AND SUBMISSION:** The Owner and the Confirming Parties shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the application and/or obtaining the



sanction of the Building Plans and for obtaining any approvals required to be obtained by the Developer for commencing or carrying out the Development at the Subject Property.

- 7.5 APPROVALS FOR DEVELOPMENT:** The Developer shall either in its own name or in the name of the Owner apply for and obtain all permissions, clearances, no objection certificates and other approvals required for carrying out the development at the Subject Property, including those required from Pollution Control Authority, Fire Service Authorities, Airport Authorities, Police Authorities, Municipal Authorities or any other Statutory Authorities, at its own costs and expenses but not those to be obtained by the Owner under clause 5.1.8 hereto.

8 CONSTRUCTION OF THE BUILDING COMPLEX:

- 8.1 CONSTRUCTION:** The Developer shall at its own cost and expense construct and build the New Buildings and other constructions and developments at the Subject Property and erect and install the Common Areas and Installations in accordance with the Planning of the Developer and upon due compliance of the Building Plans and laws affecting the same. The Developer shall have the sole and complete rights and obligations in respect of all aspects of development and construction.
- 8.2 GOOD CONSTRUCTION:** The Developer shall construct erect and carry out the development at the Subject Property in a good and workman like manner with good quality of materials and specifications as mentioned in the **THIRD SCHEDULE** hereto or equivalent substitutes thereof. The Developer shall construct and build the New Buildings in accordance with the Building Plans and all sanctionable modifications and alterations thereof 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. The construction shall be done by the Developer in compliance of the legal requirements.
- 8.3 REAL ESTATE LAWS:** The Developer shall comply with all necessary requirements under the Real Estate Laws and required to be complied with by a promoter constructing a building thereunder.
- 8.4 TEAM:** The Architect for the Building Complex and the entire team of people required for the execution of the Building Complex shall be such person as may be selected and appointed by the Developer in its sole discretion. All persons employed by the Developer for the purpose of construction such as architects, contractors, labourers, care-takers



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etc., shall be the persons under the appointment from and/or employees of the Developer and the Owner shall not in any way be liable or responsible for their salaries, wages, remuneration etc. or their acts in any manner whatsoever and shall have no responsibility towards the architect and/or contractors labourers caretaker etc. or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I. etc., maintenance of records of labourers etc. and all the responsibilities in this regard shall be of the Developer and the Owner shall be kept protected and harmless against any action, if taken against the Owner for non-compliance or violation of the said requirements.

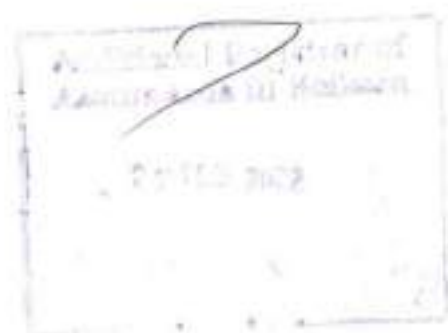
8.5 UTILITIES: The Developer shall be entitled to utilize the existing available and/or modify or alter or apply for and obtain new connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities (whether temporary or permanent) from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed Complex.

8.6 COMMON AREAS AND INSTALLATIONS: The Developer shall identify the Common Areas and Installations in the Subject Property meant jointly or individually for all or any of the individual New Buildings and/or the Subject Property as a whole and/or different phases thereof and also for all or some of the Transferees and/or Transferable Areas.

8.6.1 The Developer shall provide for the availability of Common Areas and Installations on a phase wise basis providing for -

- (i) Passages, pathways and driveways for ingress and egress by users of the Subject Property as developed from time to time;
- (ii) Electricity, drainage and sewerage and water connections with necessary constructions and equipments thereof;
- (iii) Lifts/staircases/elevators wherever applicable in the New Buildings;
- (iv) Any other area, installation or facility that the Developer may provide at the Subject Property.

8.6.2 The Developer subject to compliance of existing laws shall be entitled to:-

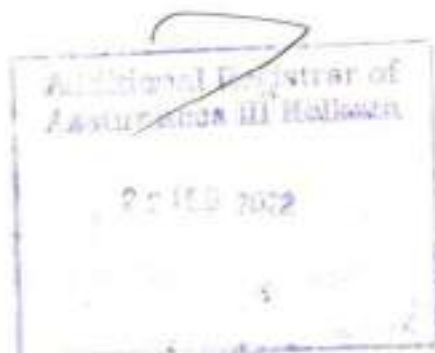


- (i) Erect, install and/or operationalize the Common Areas and Installations in phases and gradually;
- (ii) Allow or permit only provisional and/or partial use of any of the Common Areas and Installations until Completion of Construction of the Building Complex or until such earlier time as the Developer may deem fit and proper;
- (iii) Change the location, dimension, capacity or any other physical or in-built specifications of any Common Areas and Installations in phases and from time to time to erect, install or shift any Portion into any new phase or other portions of the Subject Property;
- (iv) Erect temporary or permanent boundary between the different phases and to remove the same at any time or upon the completion of the later phase as the Developer may deem fit and proper;
- (v) Impose restrictions and conditions for the use of the Common Areas and Installations;
- (vi) Charge, demand, receive or realize any Extras or Deposits in connection with any Common Areas and Installations;

8.7 AREAS: The carpet area and built-up area in respect of the all the Units shall be as per applicable Real Estate Laws and shall be provided by the Developer and the super built-up area in respect of all the Units and other Transferable Areas in the Building Complex shall be such as be determined by the Developer.

8.8 CALCULATION OF PROPORTIONATE SHARE: The proportionate share in land and in the Common Areas and Installations attributable to any Unit shall be determined by taking the ratio in which the carpet of such Unit bears to the total carpet area of all the Units for the time being to contain in the New Buildings Provided That insofar as proportionate share in the Common Areas and Installations of individual buildings are concerned the same shall be determined by taking the ratio in which the carpet area of any Unit bears to the total carpet area of all the Units in the concerned building. The parties shall by mutual consent or if required by law, be entitled to vary the basis of determination of proportionate share as aforesaid.

8.9 MANAGEMENT, CONTROL & AUTHORITY: With effect from the date of execution of this Agreement, the Developer shall have exclusive and



unobstructed right to administer Building Complex. The Owner hereby agrees and confirms that the Developer shall have all the authority to carry out the planning and development of the Building Complex fully and in all manner with sole and exclusive management, control and authority. The Developer may set up site office, put up the hoardings/boards, bring out brochures and to display the board/hoardings of its group companies at the Subject Property and the Building Complex.

8.10 NAME: The name of the Building Complex shall be such as the Developer may decide. The names of each building thereof shall also be decided by the Developer.

8.11 For all or any of the purposes contained hereinabove and required by the Developer, the Owner shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer 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 Owner.

8.12 TIME FOR CONSTRUCTION AND COSTS:

8.12.1 TIME FOR CONSTRUCTION: Subject to the Owner not being in default in compliance of their obligations hereunder, the Developer shall complete the construction of any New Buildings phase-wise and from time to time within **36 (thirty-six) months** of the last of the date of sanction of the Building Plans and registration of the Building Complex as a project under the Real Estate Laws. There shall be an extended period of **6 (six) months** beyond the time for construction mentioned above.

8.12.2 COMPLETION OF CONSTRUCTION:

- (i) For the purpose of "Completion" the construction of any New Building or block thereof shall be deemed to have been completed on the Developer causing to be constructed the same internally as per the agreed specifications together with ingress and egress therefrom by staircase and lift and together with availability of temporary or permanent water, electricity and drainage connections (if and to the extent applicable for



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such constructed area) and the issuance of Completion/ Occupancy Certificate of the Architect in respect thereof;

- (ii) The elevation works and decoration and beautification works, relief and land layout works, pavements, permanent connections relating to the common amenities may be part of the last phase of construction of the Building Complex.

8.12.3 COSTS AND EXPENSES: Unless otherwise expressly mentioned, all fees costs and charges payable for sanction, modification, alteration and/or revision of building plans, all costs of construction and development of the Subject Property and the activities mentioned above in clauses 6 to 8 above shall be borne and paid by the Developer.

8.13 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 spaces) beyond those sanctioned under the Building Plans. In case such additional area is sanctioned, the same shall form part of the Developer's Allocation. The sanction fee and cost of sanction of the same and the costs of construction of this additional area shall be borne and paid by the Developer.

9 HANDING OVER OF OWNER'S ALLOCATION, TRANSFER OF DEVELOPER'S ALLOCATION AND MANNER:

9.1 HANDING OVER: The Owner's Allocation (except that payable in money as per details in the FOURTH SCHEDULE hereunder written) shall be handed over by the Developer to the Owner on the receipt of a certificate from the Architect that the Owner's Allocation is complete for handing over.

9.2 TRANSFER: The Transfer of the Building Complex and all Transferable Areas therein as forming part of the Developer's Allocation shall be under the control and management of the Developer. The Owner and the Developer shall Transfer the Transferable Areas forming part of the Developer's Allocation to the Transferees selected by the Developer wherein the proportionate undivided shares in the land attributable to the concerned Transferable Areas shall be Transferred or agreed to be Transferred by the Owner in the manner hereinafter provided and the constructed areas and all other rights, title or interest shall be Transferred or agreed to be so done by the Developer and the Owner collectively in the manner hereinafter provided. The Transfer of the



proportionate share in the land shall be completed upon construction of the Transferable Areas or at such other time as the Developer may require and the consideration for the same and any other right, title or interest thereunder transferred by the Owner shall be the allotment to the Owner of the Owner's Allocation.

9.3 MANNER OF TRANSFER: The parties agree to the following terms and conditions in respect of the Transfer:-

9.3.1 Authority of Developer: The Developer shall have the sole and exclusive rights to conduct the day to day Transfer of the Developer's Allocation in respect of the Building Complex and all Transferable Areas therein but at the rates and subject to the conditions hereinafter contained.

9.3.2 Rate and Price for Transfer: The rates of booking shall be finalized by the Developer at its sole discretion.

9.3.3 Publicity and Branding: The Developer shall be entitled to advertise for Transfer of the Developer's Allocation in the Building Complex in all media. The branding in respect of the Building Complex shall be done by the Developer using its/group name and brand and those of the marketing agents and other connected persons.

9.3.4 Marketing Agents: The Developer may select, appoint or discontinue the Marketing Agents, brokers, sub-brokers and other agents for Transfer of the Transferable Areas in the Developer's Allocation at such charges and terms and conditions as they may deem fit and proper.

9.3.5 Bookings and Allotments: The Developer shall accept bookings and make allotments, in respect of any Unit, Parking Space or other Transferable Areas in the Developer's Allocation in favour of any Transferees and to cancel revoke or withdraw the same if the situation so warrants according to the Developer at the agreed rates and prices.

9.3.6 Signature to Agreements and Deeds: The agreements and final Transfer deeds or deeds relating to Transfer of the Units, Parking Spaces and other Transferable Areas in the Developer's Allocation shall be executed by the Developer for itself and the Owner. The Developer shall sign the concerned agreement and deed on behalf of the Owner pursuant to the power of attorney to be conferred to it hereunder or in pursuance hereof.

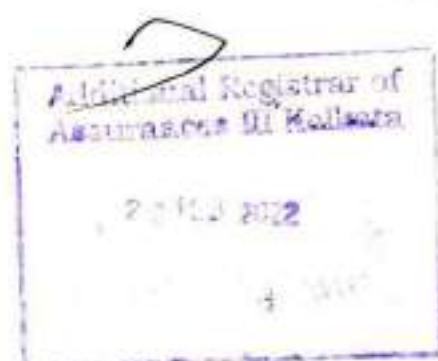


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- 9.3.7** The Developer shall deliver possession of the Transferable Areas in the Developer's Allocation directly to the Transferees thereof.
- 9.4 ADVOCATES:** All documents of transfer or otherwise shall be such as be drafted by Advocates to be appointed for such purpose by the Developer.
- 9.5 MARKETING AND ADVERTISEMENT COSTS:** The marketing and publicity with related advertisements shall be done by the Developer at its own cost.
- 9.6 INTEREST ETC., TO TRANSFEREES ETC.:** If any liability, interest, damage or compensation is payable to any Transferee or other person relating to the Building Complex, otherwise than due to delay or default on the part of the Developer or the Owner in compliance of their respective obligations towards them in accordance with the agreements to be entered with the Transferees, the same shall be payable by the Developer.
- 9.7 LOANS BY TRANSFEREES:** The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas in the Developer's Allocation launched from banks, institutions and entities granting such loans. The Owner and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such scheduled and non-scheduled banks including Co-operative Banks and Non-Banking Financial Companies, institutions and entities Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Subject Property except the Unit and appurtenances under Transfer and save those occasioned due to cancellation of the agreement with the Transferee.
- 10 FINANCE AND MORTGAGE:** The Owner hereby agrees and permits the Developer to obtain loans and finance for development of the Subject Property from any Banks and/or the Financial Institutions and/or Non-Banking Financial Companies and/or Recognized Foreign Direct Investors by mortgaging and charging the Subject Property without however creating any financial obligation upon the Owner and without creating any charge or lien on the Owner's Allocation. The Developer shall indemnify and keep the Owner fully indemnified against any loss damage cost claim action or proceeding suffered by the Owner owing to any delay or default in repayment of the amounts and dues against any such mortgage by the Developer. The Owner agrees from time to time to provide consents, confirmation and no objections or other



documents as may be required for such mortgage or charge to be created by the Developer and also agrees to sign necessary loan and other agreements and power of attorney with the bankers or financiers in connection with the above.

11 COMMON PURPOSES AND MAINTENANCE IN-CHARGE:

11.1 COMMON PURPOSES: The Owner and the Developer and all Transferees of their respective allocations shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes in consultation with the Owner. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations or any part thereof, the Owner and the Developer shall respectively necessarily incorporate all rules, regulations restrictions and conditions framed by the Developer as aforesaid.

11.2 MAINTENANCE IN-CHARGE:

11.2.1 The Developer shall upon Completion of Construction of the Building Complex form one or more Maintenance Company and/or Association for the Common Purposes and till then, the Developer or its nominee shall be in charge for the Common Purposes. It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Owner and/or their nominees or transferees shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred. Further the Developer shall not be bound to continue with such responsibility of administration of the Common Purposes beyond 6 (six) months from the Completion of Construction of the Building Complex.

11.2.2 Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper in consultation with the Owner. All charges of such agencies and organizations shall be part of the Common Expenses.

11.2.3 Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or



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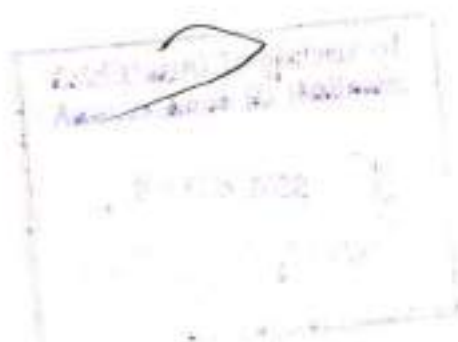
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regulation or decide any condition which may affect any right or privileges of the parties hereto.

12 COVENANTS BY THE OWNER AND THE CONFIRMING PARTIES:

12.1 The Owner do hereby covenant with the Developer as follows:-

- 12.1.1** That the Owner hereby covenant that each and every representation made by the Owner hereinabove are all true and correct and agree and covenant to perform each and every representation and covenant and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this Agreement by the Owner and all consequences in respect thereof shall be for and to the account of and borne and paid by the Owner.
- 12.1.2** That with effect from the date of execution hereof, the Owner shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.
- 12.1.3** That the Owner shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer.
- 12.1.4** That the Owner shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.
- 12.1.5** That the Owner shall not cause any interference or hindrance in the sanction/modification/addition/alteration of Building Plans in terms hereof, construction and development at the Subject Property by the Developer and/or Transfer of the Developer's Allocation and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.
- 12.1.6** That for all or any of the purposes contained in this Agreement, the Owner shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications,



undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time.

- 12.1.7** That the Owner shall ensure that it shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement and shall keep the Developer and all persons deriving right from the Developer fully saved harmless and indemnified from and against all losses, damages, costs, claims, demands, actions or proceeding that may be suffered or incurred by them or any of them in this regard.
- 12.2** The Owner will bear and pay any tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force on the Owner's Allocation.
- 12.3** The Confirming Parties do hereby covenant with the Developer as follows:-
- 12.3.1** The Confirming Parties hereby covenant that each and every representation made by the Confirming Parties hereinabove are all true and correct and agree and covenant to perform each and every representation and covenant and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this Agreement by the Confirming Parties and all consequences in respect thereof shall be for and to the account of and borne and paid by the Confirming Parties.
- 12.3.2** That with effect from the date of execution hereof, the Confirming Parties shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat or claim any right in the Subject Property.
- 12.3.3** That the Confirming Parties shall not cause any interference or hindrance in the sanction/modification/addition/alteration of Building Plans in terms hereof, construction and development at the Subject Property by the Developer and/or Transfer of the Developer's Allocation and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.



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12.3.4 That for all or any of the purposes contained in this Agreement, the Confirming Parties shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time.

12.3.5 That the Confirming Parties shall ensure that it shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement and shall keep the Developer and all persons deriving right from the Developer fully saved harmless and indemnified from and against all losses, damages, costs, claims, demands, actions or proceeding that may be suffered or incurred by them or any of them in this regard.

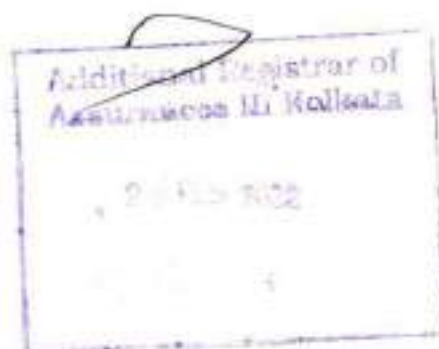
12.4 COVENANTS BY THE DEVELOPERS: The Developer doth hereby covenant with the Owner as follows:-

12.4.1 That each and every representation made by the Developer hereinabove are all true and correct and agrees and covenants to perform each and every representation.

12.4.2 That the Developer doth hereby agree and covenant with the Owner not to do any act deed or thing whereby any right or obligation of the Owner hereunder may be affected or the Owner is prevented from making or proceeding with the compliance of the obligations of the Owner hereunder.

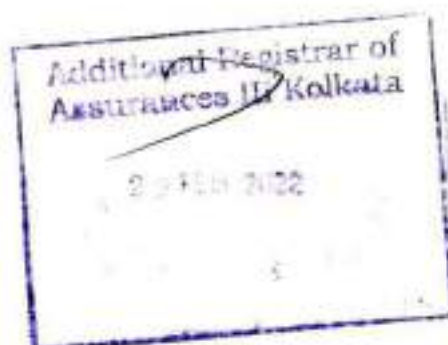
12.4.3 That the Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.

12.4.4 That the Developer shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Owner but may enter upon a LLP or Company and/or joint venture, collaboration, tie-up with any person and also to appoint sub-Developer as the Developer may deem fit and proper. However, the obligations of the Developer hereunder shall not be affected thereby.



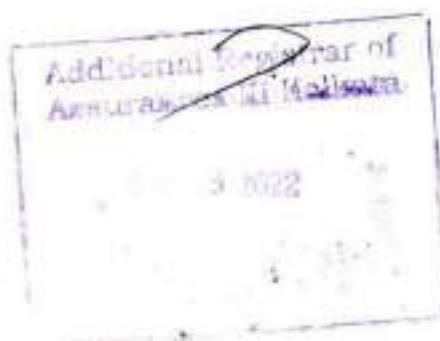
12.5 GST AND TDS ETC.:

- 12.5.1** The parties shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances as well as Goods and Service Tax in respect of their respective rights, benefits and obligations under or arising out of this agreement. As for the Transferable Areas other than the Contingent Residual Areas, the Developer shall be solely responsible for the compliances of collection and deposit of Goods and Service Tax. If there be any statutory requirement which obliges the Owner to register or pay, then the Owner shall comply with same.
- 12.5.2** The Owner will bear the GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the Owner's Allocation, if and as applicable. The Developer will bear the GST or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the Developer's Allocation, if and as applicable.
- 13 FORCE MAJEURE:** Notwithstanding anything elsewhere to the contrary contained in this Agreement, the parties hereto shall not be considered to be in default in performance of the obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force majeure and time for performance shall remain suspended during the duration of the force majeure.
- 14 POWERS OF ATTORNEY:**
- 14.1** The Owner and the Confirming Parties shall with the execution of these presents execute and/or register one or more Powers of Attorney in favour of the Developer and/or the Developer's nominated persons namely **SUDIPTA BOSE** or such other person as may be nominated by the Developer from time to time 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 Subject Property and for all temporary/permanent utilities thereat, sale or otherwise transfer of the Transferable Areas in the Developer's Allocation and shares in land, other than any portion of the Owner's Allocation or any unilateral action resulting in modification of the agreement that affects the Owner



along with the Developer and also otherwise under this Agreement and agree not to modify or alter the same and such power shall subsist during the subsistence of this Agreement.

- 14.2** If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned herein, the Owner shall grant the same to the Developer and/or its nominees at the latter's costs and expenses and agree that the same shall also subsist during the subsistence of this Agreement.
- 14.3 AUTHORITY AND ADDITIONAL POWERS:** It is understood that to facilitate the Building Complex, 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 Owner and the Confirming Parties for making or signing of various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owner and the Confirming Parties 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 Owner and the Confirming Parties shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owner and the Confirming Parties 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.
- 14.4** The said power or powers of attorney to be so granted by the Owner and the Confirming Parties to the Developer and/or its nominee/s shall form an integral part of this Agreement and the Owner shall not be entitled to modify or alter the same without the prior written consent of the Developer.
- 15 PROPERTY TAXES AND OUTGOINGS:** Till the date of the commencement of construction of the New Buildings, all Khajana, taxes and outgoings (including arrears) on account of municipal/property tax, land tax and other outgoings shall be borne and paid by the Owner and those arising for the period thereafter and until Completion of Construction in such phase shall be borne and paid by the Developer. Provided That upon construction of any phase of Development at the Subject Property, all Khajana, taxes and outgoings shall be borne paid and discharged by the Transferees and for non-alienated areas by the parties hereto in the Agreed Ratio.



16 ADDED AREAS

- 16.1** The Developer may negotiate with the Owner or occupiers of any other property adjacent to the Subject Property for including the same within the Subject Property on such terms and conditions as the Developer may deem fit and proper Provided That the same does not reduce the Owner's Allocation. In such event, all benefits arising out of such inclusion shall exclusively belong to the Developer.
- 16.2 INDEMNITY BY OWNER AND CONFIRMING PARTIES:** At all times hereafter the Owner and the Confirming Parties hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of gross negligence, mismanagement, fraud and otherwise in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owner and Confirming Parties being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owner.
- 16.3 INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owner, saved, harmless and indemnified in respect of gross negligence, mismanagement, fraud and otherwise in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owner and arising due to any representation of the Developer being found to be false or misleading and also due to any construction defect or deficiency on the part of the Developer and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.
- 16.4 STAMP DUTY AND REGISTRATION CHARGES:** All stamp duty, registration charges, legal expenses and other allied expenses in connection with the registration of this Agreement shall be borne and paid by the Developer.
- 16.5 NO PARTNERSHIP OR AOP:** The Owner and the Developer has 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 (AOP).

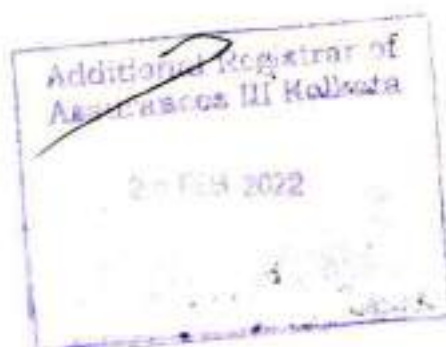


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- 16.6 NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Subject Property at present in favour of the Developer.
- 16.7 WAIVERS:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 16.8 ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written oral or implied.
- 16.9 PART UNENFORCEABILITY:** 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. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute any invalid or unenforceable provision with 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.
- 16.10 MODIFICATIONS:** 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 the Owner and the Developer.
- 16.11 CUSTODY OF ORIGINAL AGREEMENT:** The original shall be retained by the Developer.

17 DEFAULTS AND CONSEQUENCES:

- 17.1 DEFAULTS OF OWNER AND CONFIRMING PARTIES:** In case the Owner fails and/or neglects to make out and maintain a marketable title to the Subject Property or any part thereof or in case the Owner and the Confirming Parties fail to comply with any of their obligations mentioned in this Agreement in the manner or within the period



stipulated therefor, the Developer shall give a notice, in writing, to the Owner/Confirming Parties giving time of 30 (thirty) days to remedy the default or breach and in case the Owner/Confirming Parties fail to remedy the same within such 30 (thirty) days, the Owner shall be liable to pay interest @ 18% (eighteen percent) per annum on all the amounts for the time being paid or incurred by the Developer on any account relating to the Building Complex and its development and Transfer, for the period of delay and without affecting the obligation to pay interest as above, the Developer shall be entitled to take any one or more of the following recourses in any priority or order as the Developer shall deem fit and proper:-

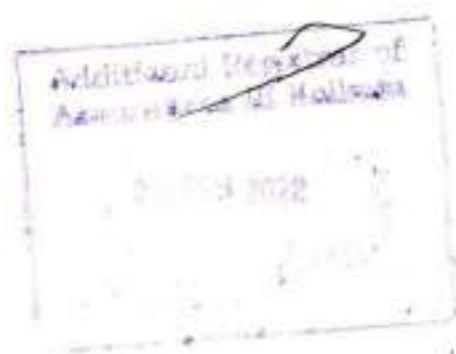
17.1.1 To itself try and attempt the compliance of the obligation under default, at the cost and expense of the Owner/Confirming Parties and by paying such amounts and in such manner and on such terms and conditions as the Developer may deem fit and proper and without being liable to the Owner for the result of such attempt. The period taken for such attempt or the compliance pursuant to such attempt shall automatically be added to the Time for Construction granted to the Developer under clause 8.12.1 hereto.

17.1.2 To exclude the portion or portions as may be the subject matter of such default from being part of the Subject Property and to continue the Building Complex in the balance portion. In case of any such exclusion, the Subject Property shall be varied accordingly.

17.1.3 To sue the Owner for specific performance of the contract.

17.1.4 To cancel the contract envisaged herein in respect of whole or part of the Subject Property and in such event the consequences of Cancellation as envisaged in Clause 17.3 shall be followed.

17.2 EFFECTS OF THE DEVELOPERS CARRYING OUT THE OBLIGATIONS OF THE OWNER/CONFIRMING PARTIES: In case of the Developer attempting the compliance of the obligation of the Owner/Confirming Parties under default, the amounts, costs and expenses paid or incurred by the Developer together with interest @ 18% (eighteen percent) per annum thereof shall be the liability of the Owner/Confirming Parties, whoever be in default, exclusively and the Developer shall have a lien on the Owner's Allocation for such amount.



17.3 CONSEQUENCES OF CANCELLATION: In case the Developer cancels this Agreement, then notwithstanding anything elsewhere to the contrary contained in this Agreement the following consequences shall apply:

17.3.1 Any cancellation affecting part of the Subject Property shall not affect the continuance of this Agreement in respect of the remaining parts of the Subject Property.

17.3.2 Any Realization received by either party from the Transferees and required to be refunded owing to cancellation, shall be refunded by the recipient parties respectively and they each shall respectively be liable for any other claims of the Transferees.

17.3.3 The entire amounts on any account paid or incurred by the Developer on the Subject Property including on its planning or development or otherwise together with all interest, compensation and damages payable by the Owner, shall immediately and in any event within 7 (seven) days of being demanded by the Developer, become refundable by the Owner to the Developer.

17.3.4 Nothing contained in the last preceding sub-clauses shall affect the other rights and remedies of the Developer.

17.4 DEFAULTS BY THE DEVELOPER: In case the Owner complies with and/or is ready and willing to carry out their obligations as stated herein and the Developer fails and/or neglects to construct the Building Complex within the stipulated period, the Developer shall be allowed a grace period of 6 (six) months for the same and in case the Developer still fails to so construct within the grace period in respect thereof and in which case the Developer shall pay to the Owner a sum of Rs. 25,000/- (Rupees Twenty Five Thousand) only per month as pre-determined compensation Provided That in case the delay extends beyond 12 (twelve) months from the stipulated date and grace period, then the Owner will be entitled to sue the Developer for specific performance of the contract and/or damages.

17.5 UNILATERAL CANCELLATION: Neither party hereto can unilaterally cancel or rescind this Agreement at any time unless such party is entitled to do so by express terms of this Agreement contained elsewhere herein upon default of the other party.



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Assurances III Kolkata

22 Feb 2022

17.6 CHOICE OF REMEDIES: It is clarified that the exercise of any one or more remedy by any party shall not be or constitute a bar for the exercise of any other remedy by the concerned party at any time. Furthermore, the liability of the Owner to pay interest at the rate and in terms of the other clauses of this Agreement shall continue for the entire duration until payment/repayment of the entire dues irrespective of the exercise of the other remedies by the Developer and without affecting the other liabilities of the Developer hereunder.

18 ACQUISITION AND REQUISITION:

18.1 Except as contained in Clause 18.3 hereto, in case the Subject Property and/or any portion thereof is acquired or is requisitioned by the Government or any other Body or Authority hereafter but before the Completion of Construction of the Building Complex or the phase on such affected portion and issuance of Completion Certificate thereof by the Architect in respect thereof, then in that event the parties shall contest and challenge such acquisition. If however, acquisition or requisition becomes inevitable, then the parties shall have the following options:-

- (i) **Either** to exclude the portion or portions as may be the subject matter of such acquisition or requisition from being part of the Subject Property and to continue the Building Complex in the balance portion. In case of any such exclusion, the Subject Property shall be varied accordingly and the compensation received in respect of the acquisition or requisition of the acquired portion shall belong to the parties in the Agreed Ratio;
- (ii) **Or** to cancel this Agreement in its entirety in which event the Consequences of Cancellation mentioned in Clause 17.3 shall apply.

18.2 The Developer shall have a lien and first charge on the amount awarded in respect of such acquisition or requisition towards amounts receivable or recoverable by the Developer in either of the eventualities contemplated in Clause 18.1 above.

18.3 ACQUISITION AND REQUISITION AFTER COMPLETION OF THE BUILDING COMPLEX IN ANY PHASE: In case the Subject Property or any part thereof is acquired or requisitioned after Completion of Construction of the Building Complex in respect thereof or the Phase on the affected portion, then in that event the respective Transferees and allottee parties shall directly contest the acquisition or requisition



proceeding and any compensation in respect of the respective areas shall belong to them respectively and otherwise proportionately.

19 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 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.

20 ARBITRATION: All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/or the Subject Property or determination of any liability shall be referred to arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being in force. In connection with the said arbitration, the parties have agreed and declared as follows:

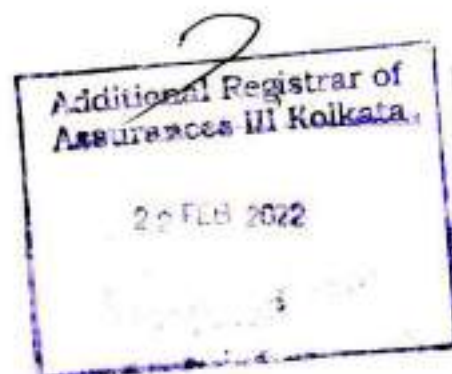
20.1.1 The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.

20.1.2 The Arbitration Tribunal will be at liberty to give interim orders and/or directions.

20.1.3 The parties agree to abide by all their directions and/or awards and not to challenge the same in any manner whatsoever or howsoever.

20.1.4 The seat of the Arbitration shall be at a place within the Ordinary Original Jurisdiction of the Hon'ble High Court at Calcutta.

21 JURISDICTION: Only the Calcutta High Court and those having territorial jurisdiction over the Subject Property shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.



SECTION-IV # SCHEDULES
THE FIRST SCHEDULE ABOVE REFERRED TO:
(SUBJECT PROPERTY)

ALL THAT the 0.75 acres (75 decimals = 45 cottahs 6 chittacks = 32,670 Square Feet) of Bastu land comprised in C.S. Plot No. 2067, corresponding to R.S. Plot No. 469 (full) and R.S. Plot No. 470 (part), corresponding to L.R. Plot No. 469 and 470, comprised in L.R. Khatian No. 22487 corresponding to R.S. Khatian Nos. 273 and 274, (formerly recorded in L.R. Khatians No. 131/1 and 486/1) Mouza- Keranitola, JL No. 171, P.S. Medinipur, P.O. Medinipur, District Paschim Medinipur, West Bengal, Pin- 721101 within the local limits of Midnapore Municipality and in Ward No. 12 thereof together with a single storied pucca structure admeasuring 500 square feet more or less standing thereon and delineated in the Plan annexed hereto duly bordered thereon in **RED** and the same is butted and bounded as follows:

- On the **North** : By Plot No. 465 and Municipal Drain thereafter;
- On the **South** : By 100 feet wide Municipal Road;
- On the **East** : By Land of Kanchan Sau; and
- On the **West** : By Kali Bari Lodge.

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:
(TENTATIVE COMMON AREAS AND INSTALLATIONS)

- 1. Common Areas & Installations at any Block:**
 - 1.1** Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the installation of lift at the Designated Block.
 - 1.2** Electrical installations with main switch and meter and space required therefore in the Building.
 - 1.3** Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
 - 1.4** Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.



2 Common Areas & Installations at the Building Complex:

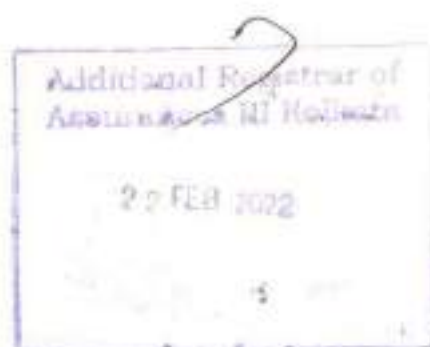
- 2.1** Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed.
- 2.2** Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
- 2.3** Water waste and sewerage evacuation pipes and drains from the several buildings to the public drains.

THE THIRD SCHEDULE ABOVE REFERRED TO: **SPECIFICATIONS**

- 1. **Structure:** RCC Superstructure.
- 2. **Internal walls:** Cement plastering overlaid with Plaster-of-Paris or AAC Block Brickwork overlaid with Putty or Punned Paris.
- 3. **Doors:** Wooden door frame with flush door.
- 4. **Windows:** Sliding Aluminum windows with large panes.
- 5. **Flooring:**
 - (i) Vitrified tiles flooring in living/dining room and bedrooms.
 - (ii) Ceramic anti skit tiles in bathrooms.
- 6. **Balcony:**
 - (i) Decorative MS railings up to 3 Feet Height.
 - (ii) Provision for full balcony grill (as per design approved by the developer) at extra cost.
 - (iii) Anti-skid Ceramic Floor Tiles.
- 7. **Kitchen:**
 - (i) Granite top platform with stainless steel sink.
 - (ii) Ceramic tiles dado above platform.
- 8. **Toilets:**
 - (i) Ceramic wall tiles up to door height.
 - (ii) Stainless steel CP fittings.
 - (iii) Western style WC in all bathrooms.

THE FOURTH SCHEDULE ABOVE REFERRED TO: **OWNER's ALLOCATION**

- 1. One residential flat admeasuring 1200 square feet built up area on the first available residential floor of the Building Complex;



2. Right To Park one medium sized car in the Basement floor of the Building Complex in a space measuring 128 square feet (8 feet x16 feet);
3. A sum of Rs. 3,00,00,000/- (Rupees Three Crore) part of which has already been paid and the balance sum payable as follows:

Date	Amount (Rs.)
On execution of Development Agreement	15,00,000/-
On execution of Development Power of Attorney	85,00,000/-
On 31 st October 2022	1,00,00,000/-
On 31 st October 2023	50,00,000/-
On 31 st July, 2024	50,00,000/-
Total	3,00,00,000/-

T.D.S. as applicable shall be deducted by the Developer and certificates in respect thereof shall be provided by the Developer to the Owner.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(CHAIN OF TITLE)

- A. At all material times, one Anadi Nath Bose, was a long term lessee, under a long term lease dated 1st April, 1937, of Town Khas Mahal Land, for non-agricultural purpose granted to him by the Secretary of State for India in Council in respect of C.S. Plot No. 2067, Touzi No. 2939 Estate Cantonment, (hereinafter referred to as the '**said leasehold land**') for a period of 30 years from the date of the said lease in consideration of the said Anadi Nath Bose making payment of the rent reserved therein, and observing the covenants and obligations on his part contained in the said deed of lease.
- B. Anadi Nath Bose died intestate leaving behind him surviving his sons Ajit Bose, Dr. Amal Kumar Bose and Arun Kumar Bose, as his heirs and legal representatives in intestacy, as per the Hindu Succession Act, 1956.
- C. By dint of promulgation of the Estates Acquisition Act, 1953, and by virtue of provisions of Sections 3 and 4 of the said Act, the said Anadi Nath Bose, and, thereafter, the said Ajit Bose, Dr. Amal Kumar Bose and

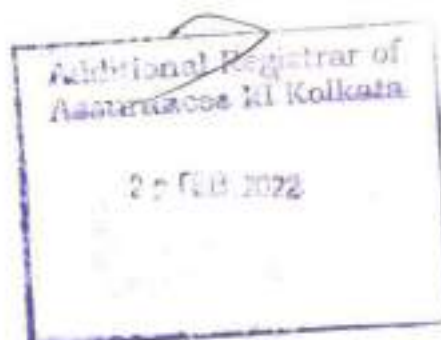


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Additional Registrar of
Assurances III Kolkata

22 FEB 2022

Arun Kumar Bose became raiyats, and continued to hold the said leasehold land under the State of West Bengal.

- D. By a Deed of Partition and Family Agreement dated 6th December, 1988 executed by and between the said Ajit Bose, Dr. Amal Kumar Bose and Arun Kumar Bose, the interest of Anadi Nath Bose in the said leasehold land was allotted to Arun Kumar Bose, absolutely and in severalty. The said Deed of Partition and Family Agreement was registered in the office of the Registrar of Assurances, Kolkata, and recorded in Book No. I as Deed No. 12870 for the year 1988.
- E. Arun Kumar Bose, since deceased, during his lifetime, was carrying on the business of Aurora Talkies, on the said land until his death on 5th March, 1992, as proprietor thereof.
- F. Arun Kumar Bose died intestate on 5th March, 1992 leaving behind him surviving his wife, Usha Bose, and his only daughter, Piya Mukherjee, as his only heirs and legal representatives.
- G. Usha Bose died intestate on 6th April, 2000 leaving behind her surviving daughter namely Piya Mukherjee as raiyat, inter alia, in respect of 0.75 acres [75 decimals = 45 cottahs 6 chittacks = 32,670 Square Feet] of Bastu land comprised in C.S. Plot No. 2067, corresponding to R.S. Plot No. 469 (full) and R.S. Plot No. 470 (part), corresponding to L.R. Plot No. 1911, comprised in R.S. Khatian Nos. 273 and 274, corresponding to L.R. Khatian Nos. 131/1 and 486/1 in Mouza - Keranitola, JL No. 171, P.S. Medinipur, P.O. Medinipur, District Paschim Medinipur, West Bengal, Pin-721101 (hereinafter referred to as the '**said land**'), morefully described in the First Schedule hereunder written.
- H. Inasmuch as the original lease granted in favour of Anadi Nath Bose, since deceased, had expired by efflux of time, the Government of West Bengal resumed possession of the said land and the said land was recorded in the Revenue Records as Khasmahal land of the Government of West Bengal and deleted from L.R. Khatian Nos. 131/1 and 486/1.



- I. In or about the year 2006, two of the Confirming Parties, namely Arup Kumar Hazra and Biswanath Tulsian promoted and got incorporated a Private Limited Company within the meaning of the Companies Act, 1956 by the name and style of 'SIDDHESWARI HOUSING PRIVATE LIMITED'. The Certificate of Incorporation of the said Company proscribes the date of incorporation thereof as 26th May, 2006.
- J. Sometime between the incorporation of the said Company in May, 2006 and 15th August, 2006, Smt. Piya Mukherjee also became a director and a shareholder of the said Company by the name of Siddheswari Housing Private Limited.
- K. By a Deed of Sale executed on 15th August, 2006, the said Smt. Piya Mukherjee purported to sell, grant, transfer and/or convey her right, title and interest in the said land unto and in favour of the said Siddheswari Housing Private Limited at and for the stated consideration of Rs. 75,00,000/- (Rupees Seventy-five lakh) only.
- L. Although the said deed of sale executed on 15th August, 2006 was presented for registration, registration thereof was not completed and the entire consideration thereunder not paid as the said Company, Siddheswari Housing Private Limited, which, in essence, was a vehicle representing a partnership of the said Biswanath Tulsian, Piya Mukherjee and the Party of the First Part, realized that as on the date of execution of the said deed of sale dated 14th August, 2006, the said Piya Mukherjee had no title to the said land, and, therefore, could not have conveyed any right, title or interest in the said land unto and in favour of the said Siddheswari Housing Private Limited. Registration of the said deed is pending even as of date.
- M. Siddheswari Housing Private Limited and its only shareholders and directors namely Arup Kumar Hazra, Biswanath Tulsian and Piya Mukherjee (the Company and the said persons cumulatively referred to and defined as Confirming Parties) hereby confirm that the said deed of sale dated 14th August, 2006 and the transaction conceived thereby has



not and or never has been given effect to and has been abandoned. Siddheswari Housing Private Limited and its only shareholders and directors namely Arup Kumar Hazra, Biswanath Tulsian and Piya Mukherjee hereby confirm that neither Siddheswari Housing Private Limited nor its only shareholders and directors namely Arup Kumar Hazra, Biswanath Tulsian and Piya Mukherjee derived any right title or interest in the Subject Property by virtue of the deed of sale dated 14th August, 2006 and the said deed of sale dated 14th August, 2006, registration whereof was not completed, and any rights flowing therefrom has been abandoned by them;

- N. In terms of a policy framed by the Government of West Bengal in the year 2019, Piya Mukherjee, being the repository of the leasehold right of Anadi Nath Bose, since deceased, in the said land, has been recorded as 'raiya' in respect of the said land by the Government of West Bengal and assigned Khatian No. 22487. The said land which was originally assigned L. R. Dag No. 1191 under the L.R. Survey conducted originally has been re-numbered as L. R. Dag No. 469 and 470 by deleting reference to the number originally assigned after the L. R. Survey originally undertaken in respect of Keranitola Mouza.
- O. In view thereof The Owner is now seized and possessed of the Subject Property and is well and sufficiently entitled to the exclusion of all others including Siddheswari Housing Private Limited, Arup Kumar Hazra and Biswanath Tulsian and the Confirming Parties hereby also confirm the same.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(DOCUMENTS)

1. Record of Rights in respect of the subject property standing in the name of the Owner.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed



22 JUL 2022

their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED by the withinnamed **OWNER** at Kolkata in the presence of:

1. Sayantan Bose
Advocate
6, Old Post Office Street -
Kolkata - 700001.
- 2.

Piya Jha

SIGNED SEALED AND DELIVERED by the withinnamed **DEVELOPER** at Kolkata in the presence of:

1. Sayantan Bose
Advocate.
2. Tanmoy Mondal
6, Old Post Office St.
Kolkata - 700001

**TETRAS DEVELOPERS
&
CONSTRUCTIONS PVT. LTD.**
Pranab Chakrabarty
DIRECTOR

SIGNED SEALED AND DELIVERED by the withinnamed **CONFIRMING PARTIES** at Kolkata in the presence of:

1. Sayantan Bose
Advocate.
2. Tanmoy Mondal

**TETRAS DEVELOPERS
&
CONSTRUCTIONS PVT. LTD.**
Pranab Chakrabarty
DIRECTOR

**TETRAS DEVELOPERS
&
CONSTRUCTIONS PVT. LTD.**
Budipta Bose
DIRECTOR

Drafted by:

Sayantan Bose
Sayantan Bose, Advocate,
6, Old Post Office Street,
1st Floor, Room No.62,
Kolkata - 700 001
Enrol. No.: WB/1023/2004

**SIDDHESHWARI HOUSING
PRIVATE LIMITED**
BY THE PEN OF:

Piya Jha
Arup Kumar Dasgupta
Pranab Chakrabarty

DIRECTORS.
Piya Jha
Arup Kumar Dasgupta
Pranab Chakrabarty



RECEIVED from the withinnamed Developer the sum of Rs. 1,00,00,000/- (Rupees One Crore only) out of the total consideration money within expressed to have been paid by the Developer to the Owner as follows:

MEMO OF CONSIDERATION

DATE	BANK	THROUGH RTGS/NEFT	AMOUNT	UTR NO.
26-11-2021	SBI, Midnapore Branch	RTGS	15,00,000.00	52021112653890479
22-01-2022	SBI, Midnapore Branch	CHEQUE No. 318490	75,00,000.00	
		TDS	10,00,000.00	
		TOTAL	1,00,00,000.00	

(Rupees One Crore only)

Pya Huf

Witnesses:

Sayemulau Bm
Advocate

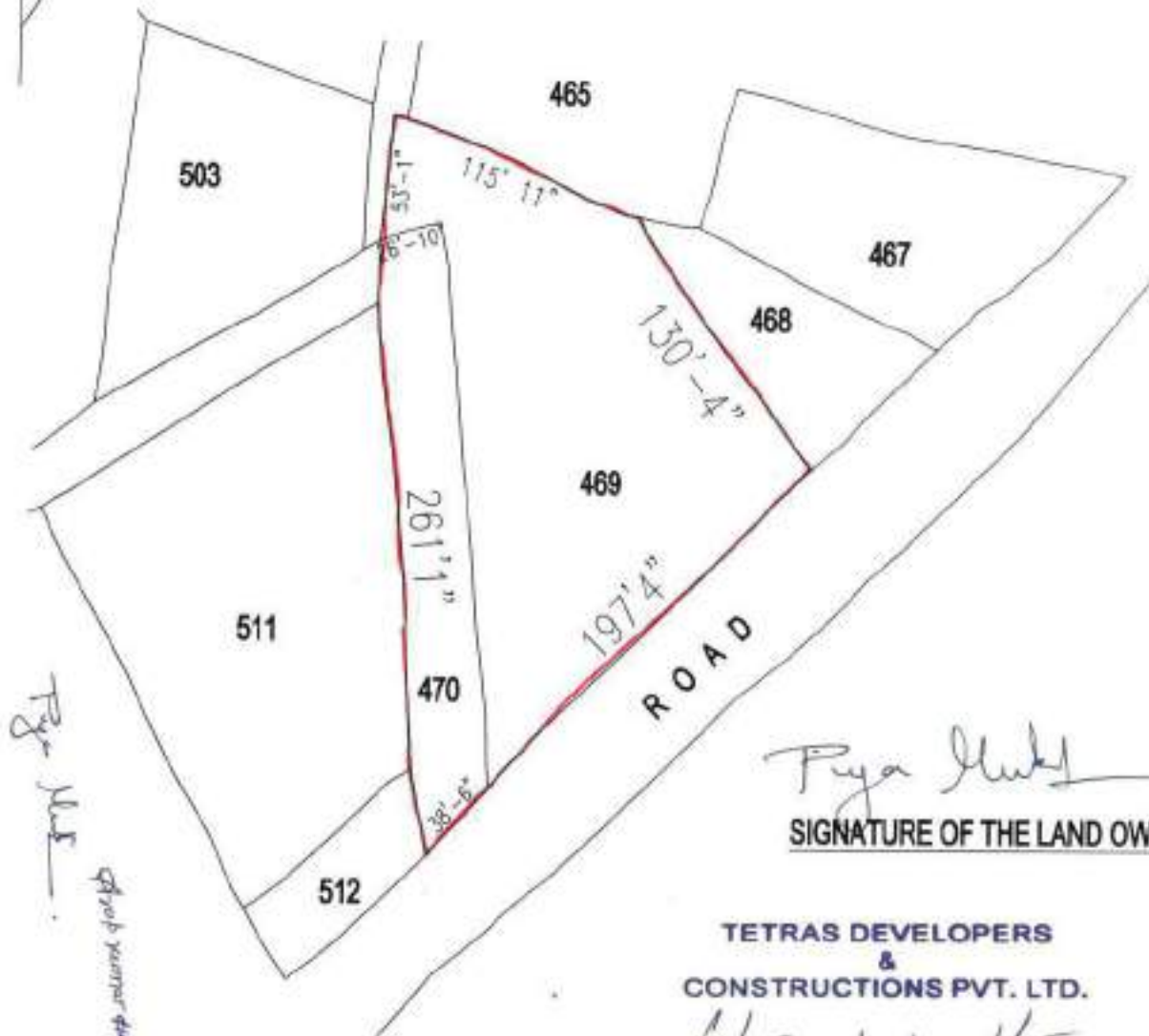


N

MOUZA- KERANITOLA, J.L. NO.- 171, P.S.- MIDNAPORE,

DIST.- PASCHIM MEDINIPUR.

SCALE:- 1" = 75' 0"



Piya Ghosh
SIGNATURE OF THE LAND OWNER

**TETRAS DEVELOPERS
&
CONSTRUCTIONS PVT. LTD.**

Purushottam Chatterjee
DIRECTOR

**TETRAS DEVELOPERS
&
CONSTRUCTIONS PVT. LTD.**

Sudipta Bose
DIRECTOR

L.R.DAG No.	AREA OF LAND
469	0.6000 ACRE
470	0.1500 ACRE

SIDDHESHWARI HOUSING PRIVATE
LIMITED BY THE TENDR

Fig. 11.5
APPROXIMATE DIVISION
DIRECTORS.

SIGNATURE OF THE CONFIRMING PARTIES

SIGNATURE OF THE DEVELOPERS



SPECIMEN FORM FOR TEN FINGERPRINTS



P. S. S.

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



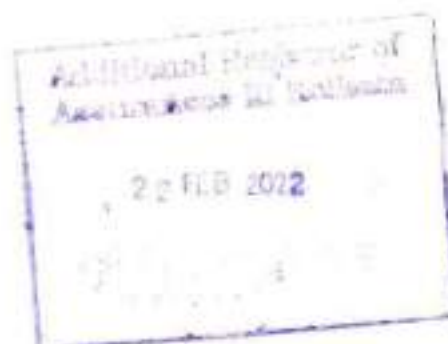
P. S. S.

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



P. S. S.

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



SPECIMEN FORM FOR TEN FINGERPRINTS



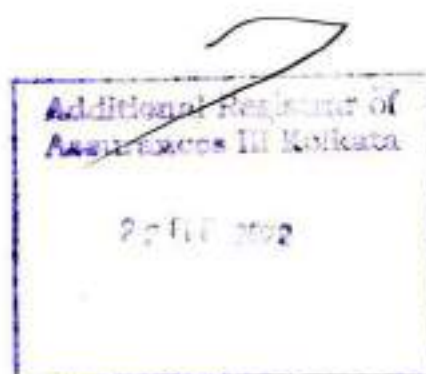
Audipete Bobe	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Asup Kumar Hassan	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



G. S. Venkatesh, Tadiar	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger





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

GRN Details

GRN:	192021220190322611	Payment Mode:	Online Payment
GRN Date:	22/02/2022 11:25:59	Bank/Gateway:	State Bank of India
BRN :	CKS9038425	BRN Date:	22/02/2022 11:02:58
Payment Status:	Successful	Payment Ref. No:	2000576939/1/2022
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	JN Bose & Co
Address:	6, Old Post Office Street Kolkata 700001
Mobile:	9830988709
Depositor Status:	Solicitor firm
Query No:	2000576939
Applicant's Name:	Mr ISHITA BOSE
Identification No:	2000576939/1/2022
Remarks:	Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000576939/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	74501
2	2000576939/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	100007
Total				174508

IN WORDS: ONE LAKH SEVENTY FOUR THOUSAND FIVE HUNDRED EIGHT ONLY.



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

GRN Details

GRN:	192021220190552011	Payment Mode:	Online Payment
GRN Date:	22/02/2022 13:39:48	Bank/Gateway:	State Bank of India
BRN :	CKS9062014	BRN Date:	22/02/2022 13:02:51
Payment Status:	Successful	Payment Ref. No:	2000576939/7/2022

[Query No/*Query Year]

Depositor Details

Depositor's Name:	JN Bose & Co
Address:	6, Old Post Office Street Kolkata 700001
Mobile:	9830988709
Depositor Status:	Solicitor firm
Query No:	2000576939
Applicant's Name:	Mr ISHITA BOSE
Address:	A.R.A. - III KOLKATA
Office Name:	A.R.A. - III KOLKATA
Identification No:	2000576939/7/2022
Remarks:	Sale, Development Agreement or Construction agreement Payment No 7

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000576939/7/2022	Property Registration- Stamp duty	0030-02-103-003-02	20
2	2000576939/7/2022	Property Registration- Registration Fees	0030-03-104-001-16	98
Total				118

IN WORDS: ONE HUNDRED EIGHTEEN ONLY.



भारत सरकार
GOVERNMENT OF INDIA



पिता मुखर्जी
Piya Mukherjee
पिता : अरुण कुमार बोस
Father : Arun Kumar Bose
जन्म वर्ष / Year of Birth : 1952
स्त्री / Female



6536 6105 7921

आधार - साधारण मानुषेअ अधिकार

Piya Mukherjee



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
৪১বি, কশি মিত্র খাট গাট,
বাগবাজার, কলকাতা, কেরলাপাড়া,
পশ্চিমবঙ্গ, ৭০০০০৩

Address:
41B, KASHI MITRA CHAT
STREET, BAGBAZAR,
Baghbazar S.O, Baghbazar,
Kolkata, West Bengal,
700003



1947
১৯৪৭



help@uidai.gov.in



www.uidai.gov.in



P.O. Box No. 1947,
Kolkata-700 001

Piya Mukherjee

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

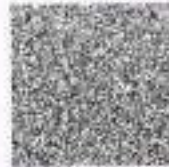
AOCPM3642Q

नाम / Name
PIYA MUKHERJEE

पिता का नाम / Father's Name
ARUN KUMAR BOSE

जन्म की तिथि /
Date of Birth
23/02/1952

Pya Mukherjee
हस्ताक्षर / Signature



20112010

Pya Mukherjee

इस कार्ड के खोने/पाने पर कृपया सूचित करें/सीट करें:

आयकर का सेवा इकाई, एन एस डी यू
प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कॉलोनी, डीप बंगला चौक के पास,
पुणे - 411 016.



If this card is lost / someone's lost card is found,
please inform / return to:

Income Tax PAN Services Unit, NSDL,
4th Floor, Manin Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 6081
e-mail: tininfo@nsdl.co.in

Pya Mukherjee

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

राष्ट्रीय सेवा संग्रहाणक कार्ड
Permanent Account Number Card

AAICT9318D

संस्था / फर्म
TETRAS DEVELOPERS AND
CONSTRUCTIONS PRIVATE LIMITED



संस्थापक की तिथि
Date of Incorporation/Registration
13/10/2021

यह कार्ड के लोह/पुनर् प्राप्त करने योग्य नहीं है।
अगर इस कार्ड खो, तो यह के पास
5 नंबर, नतीजें।
सेक्टर 4, 141, ब्लॉक 9/1/8,
नगरपालिका, धनबाद जिला के पास,
पिन - 411 010.

If this card is lost / someone's lost card is found,
please inform / return to :-

Income Tax PAN Services Unit, NSDL,
5th Floor, Mantri Sterling,
Plot No. 341, Survey No. 997/B,
Model Colony, Near Deep Bunglows Chowk,
Pune - 411 010.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: income@nsdl.co.in

Shrinidhi

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

SUTANU CHAKRABORTY
SUDHANGSHU CHAKRABORTY

24/02/1966
Passport Account Number
ACYPC2091F

Sutanu Chakraborty
Signature



Sutanu Chakraborty



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India
Government of India

অপেক্ষাকৃতিক আইডি/Enrollment No.: 1058/10489/08904

To

সুভদ্রা চক্রবর্তী

Sudhendu Chakraborty

S/O Sudhangshu Chakraborty

17/A/7 RABINDRANAGAR

Midnapore, Midnapore

Midnapore, West Midnapore

West Bengal 721101

9474039577

18206968



MN182069685DF



আপনার আধার সংখ্যা/ Your Aadhaar No. :

4752 3262 7070

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
GOVERNMENT OF INDIA



সুভদ্রা চক্রবর্তী

Sudhendu Chakraborty

জন্ম তারিখ / Year of Birth : 1966

পুরুষ / Male



4752 3262 7070

আধার - সাধারণ মানুষের অধিকার

Sudhendu Chakraborty



Government of India



তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন অথেন্টিকেশন দ্বারা প্রাপ্ত করুন।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- আধার সারা দেশে মূল্যবান।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

18206968



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:

S/O সুভদ্রা চক্রবর্তী, 17-5-7,
রবীন্দ্রনগর, মেদিনীপুর, মেদিনীপুর,
মেদিনীপুর, পশ্চিম মেদিনীপুর,
পশ্চিমবঙ্গ, 721101

Address:

S/O Sudhangshu
Chakraborty, 17/A/7,
RABINDRANAGAR,
Midnapore, Midnapore,
Midnapore, West Midnapore,
West Bengal, 721101



1947
1800 180 1947



help@uidai.gov.in



www.uidai.gov.in



P.O. Box No.1947,
Bengaluru-560 001

भारत सरकार

शान्तनु चक्रवर्ती
Santanu Chakraborty
जन्मतिथि/DOB: 21/10/1977
पुरुष/ MALE

6494 6615 4788

आसार आधार, आसार परिचय

भारतीय विशिष्ट पहचान प्राधिकरण
INDIAN IDENTIFICATION AUTHORITY OF INDIA

ठेका:
S/O: Chandidas
Chakraborty, headpost
office road, Medinipur (M),
Paschim Medinipur,
West Bengal - 721101

6494 6615 4788

1947 1800 360 1947 help@uidai.gov.in www.uidai.gov.in P.O. Box No. 1947, Bonga Pura-761 001

Generation Date: 27/04/2016

Santanu Chakraborty



Sudipta Bose

भारत सरकार
Ministry of Health & Family Welfare
National Health Authority

मेरा आधार, मेरी पहचान

भारत सरकार
Ministry of Health & Family Welfare
National Health Authority

SUDIPTA BOSE
DOB: 22/08/1975
Male

7266 1121 1322

मेरा आधार, मेरी पहचान

भारत सरकार
Ministry of Health & Family Welfare
National Health Authority

मेरा आधार, मेरी पहचान

SUDIPTA BOSE



THIS CARD MUST BE KEPT WITH YOU AT ALL TIMES

PERMANENT ACCOUNT NUMBER
AARPH9261R

NAME
ARUP KUMAR HAZRA

FATHER'S NAME
SHAKTIPADA HAZRA

DATE OF BIRTH
20-09-1983

SIGNATURE
Arup Kumar Hazra

COMMISSIONER OF INCOME-TAX, W.B. - 30

Arup Kumar Hazra




भारत सरकार
GOVERNMENT OF INDIA

अफ़त खान एख़्त
AFTAB KHAN AKHTAR
पिता : सक्तिप्रदा एख़्त
Father : SAKTI PRADA AKHTAR
सं. नाम / Year of Birth : 1963
लिंग / Male



2977 6393 7226

आधार - साक्षरता मान्यता अधिकार

Aftab Khan Akhtar

2977 6393 7226

	
भारतीय विज्ञान संशोधन संस्थान भारतीय विज्ञान संशोधन संस्थान	
पता: भारतीय विज्ञान संशोधन संस्थान (38), दिल्ली, भारत दिल्ली, भारत, 721101	Address: RAMKRISHNA NAGAR, DHARMA, Madhya, Madhya, West Madhya, West Bengal, 721101
फोन 1800 180 1801	ईमेल info@vsnl.com www.vsnl.com P.O. Box 18, 721101 दिल्ली, भारत

Shub Kumar Sharma

ध्वार्ड अकाउंट नम्बर / PERMANENT ACCOUNT NUMBER

ABLPT6618H



नाम / NAME

BISWANATH TULSIAN

पिता का नाम / FATHER'S NAME

RAMSWARUP TULSIAN

जन्म तिथि / DATE OF BIRTH

06-01-1946

हस्ताक्षर / SIGNATURE

Biswanath Tulsian

Biswanath Tulsian

अवर आयुक्त, प.ई.-II

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

इस कार्ड के खो / गिर जाने पर कृपया जारी करने वाले अधिकारी को सूचित / वापस कर दें।
सहायक आयुक्त आदर,

पी-7,

चौरंगी स्क्वायर,

कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to the issuing authority :

Assistant Commissioner of Income-tax,

P-7,

Chowringhee Square,

Calcutta- 700 069.

Biswanath Tulsian



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India
Government of India

নথীভুক্তকরণ নং/Enrolment No.: 2017/00152/00982

To: Biswanath Tulsian
(বিস্বনাথ তুলসিয়ার)
S/O Ramwarup Tulsian
AMRIT KUNJ
SUJAGANJ
Medinipur
West Bengal - 721101
Mobile: 9434705917

Date: 15/10/2011

Ref. No: 02002312-00121093-00293523



UA 07878361 0 IN

আপনার আধার সংখ্যা/Your Aadhaar No.:

8622 2762 2172

আধার – সাধারণ মানুষের অধিকার



ভারত সরকার

নথীভুক্তকরণ নং/Enrolment No.



বিস্বনাথ তুলসিয়ার
Biswanath Tulsian
জন্ম বর্ষ / Year of Birth : 1946
পুরুষ / Male

8622 2762 2172



আধার – সাধারণ মানুষের অধিকার

Biswanath Tulsian



Government of India



নির্দেশ

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের নয়।
- পরিচয়ের প্রমাণ অনলাইন অথেন্টিকেশন দ্বারা লাভ করুন।
- কোনো প্রকার সাহায্যের জন্য :-
ফোন নং. 1800 180 1947-এ যোগাযোগ করুন, অথবা
পি.ও. বক্স নং. 1947, ব্যাঙ্গালুরু-560001-এ চিঠি লিখুন,
অথবা help@uidai.gov.in-এ ই-মেল করুন।

INSTRUCTIONS

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.
- In case any help is required :-
Call 1800 180 1947 or;
Write to P.O. Box No. 1947, Bengaluru - 560 001 or;
Email at help@uidai.gov.in



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
নথীভুক্তকরণ নং/Enrolment No.

বিস্বনাথ তুলসিয়ার, অমৃত কুন্জ, সুজাগঞ্জ, মেদিনীপুর, পশ্চিম মেদিনীপুর
পশ্চিমবঙ্গ, 721101

Address: S/O Ramwarup Tulsian, AMRIT KUNJ, SUJAGANJ, Medinipur,
West Bengal, 721101

Aadhaar – Sadharan Manusher Adhikar



কম্পিউটার দ্বারা সৃষ্টি

ভারত সরকার
Unique Identification Authority of India
Government of India

সনাক্তকরণ আইডি নং/Enrollment No.: 1040/19588/00986

To
তম্মো মন্ডল
Tannoy Mondal
BHURGERIYA
KANTAPUKUR Heldwip
Habra
West Bengal 711303

11/10/2012



MN150795522DF



আপনার আধার সংখ্যা/ Your Aadhaar No. :

2119 5884 3423

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
GOVERNMENT OF INDIA



তম্মো মন্ডল
Tannoy Mondal
পিতা : প্রদীপ মন্ডল
Father : Pradip Mondal
জন্ম তারিখ / Year of Birth : 1997
লিঙ্গ / Male



2119 5884 3423

আধার - সাধারণ মানুষের অধিকার

Tannoy Mondal



তথ্য

- আধার পরিচয় প্রদান, নাগরিকত্বের প্রমাণ নয়।
- পরিচয় প্রমাণ অনলাইন অথেন্টিকেশন দ্বারা প্রাপ্ত করণ।

টাইম : পিতৃ বয়স 15 বছর হলে বায়োমেট্রিক ডাটার নবীকরণ আবশ্যিক।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

Note : Children on attaining 15 years of age need to update biometric information.

- আধার সারা দেশে বৈধ।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

3075552



ভারতীয় পরিচয় পরিষদ - প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
ভূমপুর্ন, কান্টাপুর, হোলদুই,
হাওরা, পশ্চিমবঙ্গ, 711303

Address:
BHURGERIYA,
KANTAPUR, Holedui,
Haora, West Bengal, 711303

1947
800 120 1947

1947@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947,
Bangalore 560 011

DATED THIS 21st DAY OF FEBRUARY, 2022

BETWEEN

PIYA MUKHERJEE

.... OWNER

TETRAS DEVELOPERS AND
CONSTRUCTIONS PRIVATE LIMITED

.... DEVELOPER

AND

SIDDHESWARI HOUSING PRIVATE
LIMITED & OTHERS

.... CONFIRMING PARTIES

= DEVELOPMENT AGREEMENT =

J. N. BOSE & CO.,
Advocates,
"Temple Chambers",
6, Old Post Office Street,
1st Floor, Room No.62,
Kolkata - 700 001.

Major Information of the Deed

Deed No :	I-1903-02791/2022	Date of Registration	22/02/2022
Query No / Year	1903-2000576939/2022	Office where deed is registered	
Query Date	22/02/2022 11:18:12 AM	A.R.A. - III KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	ISHITA BOSE 6 OLD POST OFFICE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL PIN - 700001, Mobile No. : 7432044597, Status : Advocate		
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 : 1,00,00,000/-]		
Set Forth value	Market Value		
Rs. 2,77,50,000/-	Rs. 19,00,77,469/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 1,00,105/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement sdp.(Urban area)		

Land Details :

District: Paschim Midnapore, P.S:- Midnapore, Municipality: MIDNAPORE, Road: Keranitola Municipal Road, Mouza: Keranitola, JI No: 171, Pin Code : 721101

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-469	RS-273	Commercial	Commercial	0.75 Acre	2,75,00,000/-	18,98,03,250/-	Width of Approach Road: 100 Ft.
Grand Total :					75Dec	275,00,000 /-	1898,03,250 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land Lt	500 Sq Ft.	2,50,000/-	2,74,219/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 35 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		500 sq ft	2,50,000 /-	2,74,219 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mrs PIYA MUKHERJEE Wife of Mr KALYAN MUKHOPADHYAY Executed by: Self, Date of Execution: 22/02/2022 , Admitted by: Self, Date of Admission: 22/02/2022 ,Place : Office	Photo  22/02/2022	Finger Print  LTI 22/02/2022	Signature  22/02/2022
	41B, KASHI MITRA GHAT STREET, City:- Kolkata, P.O:- BAGBAZAR, P.S:-Shyampukur, District:- Kolkata, West Bengal, India, PIN:- 700003 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AOxxxxxx2Q, Aadhaar No: 65xxxxxxxx7921, Status :Individual, Executed by: Self, Date of Execution: 22/02/2022 , Admitted by: Self, Date of Admission: 22/02/2022 ,Place : Office			
2	SIDDHESWARI HOUSING PRIVATE LIMITED RAMKRISHNA NAGAR, City:- Midnapore, P.O:- MIDNAPORE, P.S:-Kotwali , District:-Paschim Midnapore, West Bengal, India, PIN:- 721101 , PAN No.: AAxxxxxx8B,Aadhaar No Not Provided by UIDAI, Status :Organization as Confirming Party, Executed by: Representative, Executed by: Representative			
3	Name Mr ARUP KUMAR HAZRA Son of Late SAKTIPADA HAZRA Executed by: Self, Date of Execution: 22/02/2022 , Admitted by: Self, Date of Admission: 22/02/2022 ,Place : Office	Photo  22/02/2022	Finger Print  LTI 22/02/2022	Signature  22/02/2022
	RAMKRISHNA NAGAR, DHARMA, City:- Midnapore, P.O:- MIDNAPORE, P.S:-Kotwali , District:-Paschim Midnapore, West Bengal, India, PIN:- 721101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AAxxxxxx1R, Aadhaar No: 29xxxxxxxx7226, Status :Confirming Party, Executed by: Self, Date of Execution: 22/02/2022 , Admitted by: Self, Date of Admission: 22/02/2022 ,Place : Office			
4	Name Mr BISWANATH TULSIAN Son of Mr RAMSWARUP TULSIAN Executed by: Self, Date of Execution: 22/02/2022 , Admitted by: Self, Date of Admission: 22/02/2022 ,Place : Office	Photo  22/02/2022	Finger Print  LTI 22/02/2022	Signature  22/02/2022
	AMRIT KUNJ, SUJAGUNJ, City:- Midnapore, P.O:- MIDNAPORE, P.S:-Kotwali , District:-Paschim Midnapore, West Bengal, India, PIN:- 721101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ABxxxxxx8H, Aadhaar No: 86xxxxxxxx2172, Status :Individual, Executed by: Self, Date of Execution: 22/02/2022 , Admitted by: Self, Date of Admission: 22/02/2022 ,Place : Office			

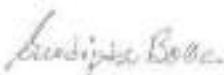
5	Name	Photo	Finger Print	Signature
	Mrs PIYA MUKHERJEE Wife of Mr KALYAN MUKHOPADHYAY Executed by: Self, Date of Execution: 22/02/2022 , Admitted by: Self, Date of Admission: 22/02/2022 ,Place : Office			
		22/02/2022	LTI 22/02/2022	22/02/2022
41B, KASHI MITRA GHAT STREET, City:- Kolkata, P.O:- BAGBAZAR, P.S:-Shyampukur, District:- Kolkata, West Bengal, India, PIN:- 700003 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AOxxxxxx2Q, Aadhaar No: 65xxxxxxxx7921, Status :Confirming Party. Executed by: Self, Date of Execution: 22/02/2022 , Admitted by: Self, Date of Admission: 22/02/2022 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	TETRAS DEVELOPERS AND CONSTRUCTIONS PRIVATE LIMITED MEGHA APARTMENT, 1ST FLOOR, ALIGUNJ LIBRARY ROAD, City:- Midnapore, P.O:- MIDNAPORE, P.S:- Kotwali , District:-Paschim Midnapore, West Bengal, India, PIN:- 721101 , PAN No.:: AAxxxxxx8D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

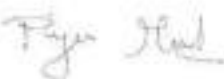
Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr SUTANU CHAKRABORTY Son of Late SUDHANGSHU CHAKRABORTY Date of Execution - 22/02/2022, , Admitted by: Self, Date of Admission: 22/02/2022, Place of Admission of Execution: Office			
		Feb 22 2022 1:21PM	LTI 22/02/2022	22/02/2022
17/A/7, RABINDRANAGAR, City:- Midnapore, P.O:- MIDNAPORE, P.S:-Kotwali , District:-Paschim Midnapore, West Bengal, India, PIN:- 721101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ACxxxxxx1F, Aadhaar No: 47xxxxxxxx7070 Status Representative, Representative of : TETRAS DEVELOPERS AND CONSTRUCTIONS PRIVATE LIMITED (as DIRECTOR)				

2	Name Mr SANTANU CHAKRABORTY (Presentant) Son of Mr CHANDIDAS CHAKRABORTY Date of Execution - 22/02/2022, , Admitted by: Self, Date of Admission: 22/02/2022, Place of Admission of Execution: Office	Photo  Feb 22 2022 1:24PM	Finger Print  LTI 22/02/2022	Signature  22/02/2022
HEAD POST OFFICE ROAD, City:- Midnapore, P.O:- MIDNAPORE, P.S:-Kotwali , District:-Paschim Midnapore, West Bengal, India, PIN:- 721101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx9H, Aadhaar No: 64xxxxxxxx4788 Status Representative, Representative of : TETRAS DEVELOPERS AND CONSTRUCTIONS PRIVATE LIMITED (as DIRECTOR)				
3	Name Mr SUDIPTA BOSE Son of Mr TULSI CHARAN BOSE Date of Execution - 22/02/2022, , Admitted by: Self, Date of Admission: 22/02/2022, Place of Admission of Execution: Office	Photo  Feb 22 2022 1:24PM	Finger Print  LTI 22/02/2022	Signature  22/02/2022
COLONELGOLA, City:- Midnapore, P.O:- MIDNAPORE, P.S:-Kotwali , District:-Paschim Midnapore, West Bengal, India, PIN:- 721101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxx6J, Aadhaar No: 72xxxxxxxx1322 Status Representative, Representative of : TETRAS DEVELOPERS AND CONSTRUCTIONS PRIVATE LIMITED (as DIRECTOR)				
4	Name Mr ARUP KUMAR HAZRA Son of Late SAKTIPADA HAZRA Date of Execution - 22/02/2022, , Admitted by: Self, Date of Admission: 22/02/2022, Place of Admission of Execution: Office	Photo  Feb 22 2022 1:22PM	Finger Print  LTI 22/02/2022	Signature  22/02/2022
RAMKRISHNA NAGAR, DHARAMA, City:- Midnapore, P.O:- MIDNAPORE, P.S:-Kotwali , District:-Paschim Midnapore, West Bengal, India, PIN:- 721101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AAxxxxxx1R, Aadhaar No: 29xxxxxxxx7226 Status Representative, Representative of : SIDDHESWARI HOUSING PRIVATE LIMITED				
5	Name Mr BISWANATH TULSIAN Son of Mr RAMSWARUP TULSIAN Date of Execution - 22/02/2022, , Admitted by: Self, Date of Admission: 22/02/2022, Place of Admission of Execution: Office	Photo  Feb 22 2022 1:17PM	Finger Print  LTI 22/02/2022	Signature  22/02/2022

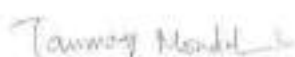
AMRIT KUNJ, SUJAGUNJ, MIDNAPORE, City:- Midnapore, P.O:- MIDNAPORE, P.S:-Kotwali, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ABxxxxxx8H, Aadhaar No: 86xxxxxxxx2172 Status: Representative, Representative of : SIDDHESWARI HOUSING PRIVATE LIMITED

6

Name	Photo	Finger Print	Signature
Mrs PIYA MUKHERJEE Wife of Mr KALYAN MUKHOPADHYAY Date of Execution - 22/02/2022, , Admitted by: Self, Date of Admission: 22/02/2022, Place of Admission of Execution: Office			
Feb 22 2022 1:19PM	LTI 22/02/2022	22/02/2022	

41B, KASHI MITRA GHAT STREET, City:- Kolkata, P.O:- BAGBAZAR, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700003, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AOxxxxxx2Q, Aadhaar No: 65xxxxxxxx7921 Status : Representative, Representative of : SIDDHESWARI HOUSING PRIVATE LIMITED

Identifier Details :

Name	Photo	Finger Print	Signature
Mr TANMOY MONDAL Son of Mr PRADIP MONDAL City:- , P.O:- KANTAPUKUR, P.S:- Bagnan, District:-Howrah, West Bengal, India, PIN:- 711303			
22/02/2022	22/02/2022	22/02/2022	

Identifier Of Mrs PIYA MUKHERJEE, Mr SUTANU CHAKRABORTY, Mr SANTANU CHAKRABORTY, Mr SUDIPTA BOSE, Mr ARUP KUMAR HAZRA, Mr BISWANATH TULSIAN, Mrs PIYA MUKHERJEE, Mr ARUP KUMAR HAZRA, Mr BISWANATH TULSIAN, Mrs PIYA MUKHERJEE

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs PIYA MUKHERJEE	TETRAS DEVELOPERS AND CONSTRUCTIONS PRIVATE LIMITED-25 Dec
2	Mr BISWANATH TULSIAN	TETRAS DEVELOPERS AND CONSTRUCTIONS PRIVATE LIMITED-25 Dec
3	Mrs PIYA MUKHERJEE	TETRAS DEVELOPERS AND CONSTRUCTIONS PRIVATE LIMITED-25 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs PIYA MUKHERJEE	TETRAS DEVELOPERS AND CONSTRUCTIONS PRIVATE LIMITED-166.66666700 Sq Ft
2	Mr BISWANATH TULSIAN	TETRAS DEVELOPERS AND CONSTRUCTIONS PRIVATE LIMITED-166.66666700 Sq Ft
3	Mrs PIYA MUKHERJEE	TETRAS DEVELOPERS AND CONSTRUCTIONS PRIVATE LIMITED-166.66666700 Sq Ft

On 22-02-2022

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 : 40 (g) of Indian Stamp Act 1899.

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

Presented for registration at 12:35 hrs on 22-02-2022, at the Office of the A.R.A. - III KOLKATA by Mr SANTANU CHAKRABORTY ,.

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 19,00,77,469/-

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

Execution is admitted on 22/02/2022 by 1. Mrs PIYA MUKHERJEE, Wife of Mr KALYAN MUKHOPADHYAY, 41B, KASHI MITRA GHAT STREET, P.O: BAGBAZAR, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700003, by caste Hindu, by Profession Business, 2. Mr ARUP KUMAR HAZRA, Son of Late SAKTIPADA HAZRA, RAMKRISHNA NAGAR, DHARMA, P.O: MIDNAPORE, Thana: Kotwali , , City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by Profession Business, 3. Mr BISWANATH TULSIAN, Son of Mr RAMSWARUP TULSIAN, AMRIT KUNJ, SUJAGUNJ, P.O: MIDNAPORE, Thana: Kotwali , , City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by Profession Business, 4. Mrs PIYA MUKHERJEE, Wife of Mr KALYAN MUKHOPADHYAY, 41B, KASHI MITRA GHAT STREET, P.O: BAGBAZAR, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700003, by caste Hindu, by Profession Business

Indetified by Mr TANMOY MONDAL, , , Son of Mr PRADIP MONDAL, P.O: KANTAPUKUR, Thana: Bagnan, , Howrah, WEST BENGAL, India, PIN - 711303, by caste Hindu, by profession Service

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

Execution is admitted on 22-02-2022 by Mr SUTANU CHAKRABORTY, DIRECTOR, TETRAS DEVELOPERS AND CONSTRUCTIONS PRIVATE LIMITED (Private Limited Company), MEGHA APARTMENT, 1ST FLOOR, ALIGUNJ LIBRARY ROAD, City:- Midnapore, P.O:- MIDNAPORE, P.S:-Kotwali , District:-Paschim Midnapore, West Bengal, India, PIN:- 721101

Indetified by Mr TANMOY MONDAL, , , Son of Mr PRADIP MONDAL, P.O: KANTAPUKUR, Thana: Bagnan, , Howrah, WEST BENGAL, India, PIN - 711303, by caste Hindu, by profession Service

Execution is admitted on 22-02-2022 by Mr SANTANU CHAKRABORTY, DIRECTOR, TETRAS DEVELOPERS AND CONSTRUCTIONS PRIVATE LIMITED (Private Limited Company), MEGHA APARTMENT, 1ST FLOOR, ALIGUNJ LIBRARY ROAD, City:- Midnapore, P.O:- MIDNAPORE, P.S:-Kotwali , District:-Paschim Midnapore, West Bengal, India, PIN:- 721101

Indetified by Mr TANMOY MONDAL, , , Son of Mr PRADIP MONDAL, P.O: KANTAPUKUR, Thana: Bagnan, , Howrah, WEST BENGAL, India, PIN - 711303, by caste Hindu, by profession Service

Execution is admitted on 22-02-2022 by Mr SUDIPTA BOSE, DIRECTOR, TETRAS DEVELOPERS AND CONSTRUCTIONS PRIVATE LIMITED (Private Limited Company), MEGHA APARTMENT, 1ST FLOOR, ALIGUNJ LIBRARY ROAD, City:- Midnapore, P.O:- MIDNAPORE, P.S:-Kotwali , District:-Paschim Midnapore, West Bengal, India, PIN:- 721101

Indetified by Mr TANMOY MONDAL, , , Son of Mr PRADIP MONDAL, P.O: KANTAPUKUR, Thana: Bagnan, , Howrah, WEST BENGAL, India, PIN - 711303, by caste Hindu, by profession Service

Execution is admitted on 22-02-2022 by Mr ARUP KUMAR HAZRA, DIRECTOR, SIDDHESWARI HOUSING PRIVATE LIMITED (Private Limited Company), RAMKRISHNA NAGAR, City:- Midnapore, P.O:- MIDNAPORE, P.S:-Kotwali , District:-Paschim Midnapore, West Bengal, India, PIN:- 721101

Indetified by Mr TANMOY MONDAL, , , Son of Mr PRADIP MONDAL, P.O: KANTAPUKUR, Thana: Bagnan, , Howrah, WEST BENGAL, India, PIN - 711303, by caste Hindu, by profession Service

Execution is admitted on 22-02-2022 by Mr BISWANATH TULSIAN, DIRECTOR, SIDDHESWARI HOUSING PRIVATE LIMITED (Private Limited Company), RAMKRISHNA NAGAR, City:- Midnapore, P.O:- MIDNAPORE, P.S:-Kotwali , District:-Paschim Midnapore, West Bengal, India, PIN:- 721101

Indetified by Mr TANMOY MONDAL, . , Son of Mr PRADIP MONDAL, P.O: KANTAPUKUR, Thana: Bagnan, , Howrah, WEST BENGAL, India, PIN - 711303, by caste Hindu, by profession Service

Execution is admitted on 22-02-2022 by Mrs PIYA MUKHERJEE, DIRECTOR, SIDDHESWARI HOUSING PRIVATE LIMITED (Private Limited Company), RAMKRISHNA NAGAR, City:- Midnapore, P.O:- MIDNAPORE, P.S:-Kotwali, District:-Paschim Midnapore, West Bengal, India, PIN:- 721101

Indetified by Mr TANMOY MONDAL, . , Son of Mr PRADIP MONDAL, P.O: KANTAPUKUR, Thana: Bagnan, , Howrah, WEST BENGAL, India, PIN - 711303, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,00,105/- (B = Rs 1,00,000/- ,E = Rs 21/- , J = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,00,105/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 22/02/2022 11:27AM with Govt. Ref. No: 192021220190322611 on 22-02-2022, Amount Rs: 1,00,007/-,
Bank: State Bank of India (SBIN0000001), Ref. No. CKS9038425 on 22-02-2022, Head of Account 0030-03-104-001-16

Online on 22/02/2022 1:41PM with Govt. Ref. No: 192021220190552011 on 22-02-2022, Amount Rs: 98/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKS9062014 on 22-02-2022, 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 500/-, by online = Rs 74,521/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 58782, Amount: Rs.500/-, Date of Purchase: 21/02/2022, Vendor name: Anjushree Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 22/02/2022 11:27AM with Govt. Ref. No: 192021220190322611 on 22-02-2022, Amount Rs: 74,501/-,
Bank: State Bank of India (SBIN0000001), Ref. No. CKS9038425 on 22-02-2022, Head of Account 0030-02-103-003-02

Online on 22/02/2022 1:41PM with Govt. Ref. No: 192021220190552011 on 22-02-2022, Amount Rs: 20/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKS9062014 on 22-02-2022, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2022, Page from 224391 to 224461

being No 190302791 for the year 2022.



Digitally signed by Samar kumar
pramanick
Date: 2022.03.28 18:59:55 +05:30
Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2022/03/28 06:59:55 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.

(This document is digitally signed.)