

07235/2023

(1)

7/08/23



Sal  
25/8/23  
11.8.23  
S-2/2023/162/23

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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

AP 356935  
A.R.A  
7

Additional Registrar of Assurances-I, Kolkata

28 AUG 2023

DEVELOPMENT POWER

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE, (1) M/S. ORCHID VATIKA PRIVATE LIMITED (CIN: U51909WB2011PTC170303; PAN: AABCO5725G), an existing company within the meaning of the Companies Act, 2013 having its registered office at No.P-12, New Howrah Bridge Approach Road, P.O. Kolkata GPO, P.S. Burrabazar, Kolkata 700001, duly represented by its Authorised Representative Mr. Nitesh Bhopalka (PAN: AMMPB9113F; Aadhaar No.: 785809528190) son of Mr. Kamal Kumar Agarwal, by faith Hindu, by occupation Service, residing at No.1A, Keshav Kunj, Panchwati Complex, VIP Road, Kaikhali, P.O. Airport, P.S. Baguiati, Kolkata 700052; (2) M/S. JAYDITYA INFRASTRUCTURE PRIVATE LIMITED (CIN: U70109WB2012PTC171615; PAN: AACCJ7385A), an existing company within the meaning of the Companies Act, 2013 having its registered office at No.27, Brabourne Road, 1<sup>st</sup> Floor, P.O. Radhabazar, P.S. Hare Street, Kolkata 700001, duly represented by its Director Mr. Naresh

Visit Case No. 1206 10/8  
J (1) - 250  
J (2) - 250  
Total - 250  
Realised On

h  
h

13 JUL 2023

SL. NO. 6061

NAME.....

ADDRESS..... B. C. LAHIRI (ADV.)  
Alipore Judges Court  
Kolkata - 700027

RS.....

TANMOY KAR BURKAYASTHA  
(STAMP VENDOR)  
ALIPORE POLICE COURT  
KOLKATA-27



ADDITIONAL REGISTRAR  
OF ASSURANCES-I, KOLKATA  
11 AUG 2023

Agarwal (PAN : APYPA9506N, Aadhar No.: 533177410332), son of Shri Shankar Lal Agarwal, residing at No.106, Kiran Chandra Singha Road, Ganges Garden, Phase-II, Block-GA6, 3rd Floor, P.O. T.M.G. Lane, P.S. Shibpur, P.O. T.M.G. Lane, P.S. Shibpur, Howrah 711102; **(3) M/S. HOLLYHOCK MERCANTILE PRIVATE LIMITED** (CIN: U45400WB2012PTC171761; PAN: AACCH8178H), an existing company within the meaning of the Companies Act, 2013 having its registered office at No.84A, Chittaranjan Avenue, 1<sup>st</sup> Floor, P.O. & P.S. Bowbazar, Kolkata 700001, duly represented by its Authorised Representative Mr. Nitesh Bhopalka (PAN: AMMPB9113F; Aadhaar No.: 785809528190) son of Mr. Kamal Kumar Agarwal by faith Hindu, by occupation Service, residing at No.1A, Keshav Kunj, Panchwati Complex, VIP Road, Kaikhali, P.O. Airport, P.S. Baguiati, Kolkata 700052; **(4) AMAL BUILDERS PRIVATE LIMITED** (CIN: U70109WB2011PTC170800; PAN: AAKCA0692H), an existing company within the meaning of the Companies Act, 2013 having its registered office at No.14, Netaji Subhash Road, P.O. Kolkata G.P.O., P.S. Hare Street, Kolkata 700001, duly represented by its Authorised Representative Mr. Bijay Kumar Agarwala (PAN: ACLPA2172Q; Aadhaar No.: 593514711706) son of Late Ram Prasad Agarwala residing at No.35A, Ballygunge Park, P.O. and P.S. Ballygunge, Kolkata 700019; pursuant to the Board Resolutions all dated 9<sup>th</sup> August 2023 (hereinafter collectively referred to as "**the said PRINCIPALS**") **SEND GREETINGS:**

**WHEREAS:**

- A.** The **Principals** are jointly seized and possessed of and/or otherwise well and sufficiently entitled as the joint and absolute owners to **All That** the piece and parcel of land containing an area of **7 Cottahs 0 Chittacks 40.58 Sq. ft.** more or less togetherwith brick built structures (in dilapidated condition) measuring 380.75 sq. ft. (as per Title Deeds) and 460 sq. ft. (as per physical survey) situate lying and being municipal Premises No.34B, Shyampukur Street, situate lying and being municipal Premises No. 34B, Shyampukur Street, Kolkata 700004, Police Station Shyampukur, within Ward No.010, under the Kolkata Municipal Corporation, fully described in the **Schedule**

*[Handwritten signatures]*

hereunder written and hereinafter referred to as "**the said Property / said Premises**", absolutely and forever.

- B. By an Agreement dated 11<sup>th</sup> August, 2023 and registered in the office of Additional Registrar of Assurances-I, Kolkata made between the Principals herein, therein collectively referred to as the Owners/Land Owners of the One Part, and **SIOM REALTY PRIVATE LIMITED**, an existing Company within the meaning of the Companies Act, 2013, having its Registered Office at No.11/1, Sunny Park, Juthika Apartment, 1<sup>st</sup> Floor, Police Station Ballygunge, Kolkata 700019, therein referred to as the Developer of the Other Part (hereinafter also referred to as "**the DEVELOPER**"), the Principals have granted exclusive right to the said Developer to develop and exploit commercially the said Property / Premises by constructing new building or buildings thereat for mutual benefit and for the consideration and on the terms and conditions therein contained (hereinafter referred to as "**the DEVELOPMENT AGREEMENT**").  
Allocations of the Parties are morefully described and mentioned in the Annexure marked as Annexure "**A**" annexed hereto.
- C. In order to effectuate the said Development Agreement and to comply with its obligations therein, the Principals are executing this Power of Attorney jointly and/or severally in favour of **Siom Realty Private Limited** and its Directors for the time being and duly Authorised Representatives, and also its Director, Mr.Sameer Vikram Agarwal (PAN ADYPA4896M; Aadhaar No. 784426151812), son of Sri Vikram Chand Agarwal, by occupation Business, residing at No.3/2A,Garcha 1<sup>st</sup> Lane, Maniam Apartment, Post Office Ballygunge, Police Station Gariahat, Kolkata - 700019, jointly and/or severally (hereinafter for the sake of brevity referred to as "**the ATTORNEYS**") as and for the purposes relating to the said Property / Premises as hereinafter contained.

**NOW KNOW YE BY THESE PRESENTS We**, the withinnamed **Principals** jointly and/or severally do and each of them doth hereby nominate constitute and appoint the said **Attorneys** jointly and/or severally as the



true and lawful attorney of the Principals for in the name and on behalf of the Principals to do execute exercise and perform all or any of the following acts matters deeds and things relating to the said Property / Premises, i.e., to say:

1. To manage, maintain, look after, supervise and administer and defend possession of the said Property / Premises and every part thereof.
2. To do all acts matters deeds and things if and as be required to be done for amalgamation of the said Property / Premises, including with other adjoining properties and/or properties in vicinity with the said Property / Premises and do all acts matters deeds and things incidental thereto.
3. To consolidate, separate, apportion, divide, partition, amalgamate and demarcate the said Property / Premises and/or any portion thereof;
4. To sign and apply for and obtain from the Competent Authority under the West Bengal Land Reforms Act, 1955 or the Urban Land (Ceiling & Regulation) Act, 1976 or any other law or statute for the time being in force all permissions, clearances, NOCs etc., that may be required for sanctioning, modification and/or alteration of plan obtaining utilities and other purposes herein stated.
5. To sign and apply for and obtain all necessary permissions and clearances from the authorities under the pollution and environment laws and all other related authorities.
6. To apply for and obtain registration under the Real Estate (Regulation and Development) Act, 2016 and/or the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 and to obtain all licenses and permissions under the said Act and all other Acts and statutes, as applicable.



7. To appoint and terminate the appointment of Architects, Engineers, Surveyors and others for survey and soil testing and also for preparation of plans in respect of building or buildings at the said Property / Premises or portion or portions thereof and also for addition and/or alteration and/or modifications thereto (including those on account of user or change of user thereof or any part thereof) and also for other purposes hereinstated.
8. To have the said Property / Premises surveyed and measured and to have the soil tested.
9. To prepare and apply for and submit the plans from time to time in respect of one or more buildings at the said Property / Premises or on portion or portions thereof with the Kolkata Municipal Corporation, and all other concerned authorities for sanctioning and to have the same sanctioned and if required, to have the same modified and/or altered from time to time.
10. To give notice to the Kolkata Municipal Corporation and all other concerned authorities regarding commencement of construction works on the said Property / Premises.
11. To inform the Kolkata Municipal Corporation and all other concerned authorities of all internal alterations within the sanctioned covered space and to incorporate all such deviations in the Completion Plan in terms of the rules of the issuing authorities of the Kolkata Municipal Corporation and all other concerned authorities and to get the same regularised.
12. To pay all fees and expenses and obtain sanction revalidation renewal and such other order or orders or permissions from the necessary authorities and to gift any part or portion of the said Property / Premises to the authorities concerned, if the situation so demands, and do all other necessary acts deeds and things as be expedient for

WU E h

sanctioning revalidation renewal modification and/or alteration of plans.

13. To pay all municipal rates taxes charges expenses and other outgoings whatsoever payable for and on account of the said Property / Premises or any part thereof or any undivided share or shares therein or the building or buildings that may be constructed thereon and receive refund of the excess amounts paid from the concerned authorities and to grant receipts and discharges in respect thereof.
14. To accept or object to the assessments made from time to time of Annual Valuations in respect of the said Property / Premises or the building or buildings that may be constructed thereon or any part or share thereof by the Kolkata Municipal Corporation and have the same finalised.
15. To construct new building or buildings and/or structures at the said Property / Premises and for that to demolish the existing buildings and/or other structures of whatsoever nature thereon or as may be constructed in future.
16. To apply for and obtain permission for connection of, establishing electricity, gas, water, sewerage, drainage, tube-well, bore-well, lift, and/or other connections of any other utility or facility in the said Property/ Premises from the CESC Ltd. and/or the WBSEB Limited, the Kolkata Municipal Corporation and other appropriate authorities and/or to make alterations therein and to close down and/or have disconnected the same and for that to sign execute and submit all papers applications documents and plans and to do all other acts, deeds and things as be deemed fit and proper by the said Attorneys or any of them.
17. To sign and apply for and obtain such permissions as be necessary for obtaining steel, cement, bricks and other building materials and

W 2 h

construction equipments for the purpose of construction of the new building/s at the said Property / Premises.

18. To sign and apply for and obtain permissions and licenses to erect and run/operate one or more lifts and/or elevators, generator, Dish Antenna and other Utilities at the said Property / Premises and to place orders for supply and erection of lift or lifts at the said Property / Premises on the manufacturer thereof and also to give contract to the manufacturer for maintenance of lift or lifts, Dish Antenna and other Utilities and its associated machineries.
19. To sign and apply for and obtain the Completion or Occupancy or other certificates from the Kolkata Municipal Corporation and/or other concerned authorities in respect of construction and/or occupation of the new building/s to be constructed at the said Property / Premises or any part thereof.
20. To warn off and prohibit and if necessary proceed in due forum of law against all or any trespassers on the said Property / Premises or any part thereof and to take appropriate steps.
21. For all or any of the purposes hereinbefore and also hereinafter stated, to appear and represent the Principals before the Kolkata Municipal Corporation and all its departments, the Kolkata Metropolitan Development Authority, West Bengal Fire & Emergency Services , the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 or any other law or statute for the time being in force, the Authorised Officer / authority under the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 and/or the Real Estate (Regulation and Development) Act, 2016 and all other Acts and statutes, as applicable, and other Land / Tenancy laws, Town And Country Planning Authorities, all Revenue Authorities, Pollution Control Board and other authorities connected to pollution matters, Environment authorities, Development Plan Authorities of the Government of West Bengal and/or India, Kolkata Port Trust,

Three handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.



Insurance Companies and authorities, Traffic Police and other Police Authorities, West Bengal Fire & Emergency Services and all Fire Authorities, Airports Authority of India, Chief Electrical Inspector and other Electricity Authorities, Government of West Bengal, Microwave Authorities of Department of Telecommunication and also all other authorities and Government Departments and/or its officers and also all other State and Union Executives Judicial or Quasi Judicial, the Kolkata Municipal Corporation and other authorities and persons and also all courts tribunals and appellate authorities and to do all acts matters deeds and things and to make sign execute affirm notarize register submit present for registration, admit, execution, acknowledge, register or have register or have perfected and/or deliver all documents, declarations, affidavits, deeds of gift, applications, undertakings, indemnities, objections, notices etc (including those relating to boundary verification) and also to submit and take delivery of all title deeds concerning the said Property / Premises and other papers and documents (including cause papers and orders passed in any suit or litigation or proceeding) as be required by the necessary authorities or as may in any way be found necessary or expedient by the said Attorneys or any of them.

22. To insure and keep insured the new building/s at the said Property / Premises or any part thereof against loss or damage by fire earthquake and/or other risks as be deemed necessary and/or desirable by the said Attorneys or any of them and to pay all premium for such insurance.
23. To sign and apply for and take loans and/or finances from any Bank and/or Financial Institution and/or NBFC and/or Private Lender and/or other entity on the security of the said Property / Premises and/or constructions thereat (both present and future) and such other securities and guarantees as may be required and on such terms and conditions as the said Attorneys or any of them may deem fit and proper and to sign all documents and to allow the persons interested in purchasing flats, apartments, units, shops, showrooms,

offices, car parking spaces or rights and other constructed areas or saleable spaces or rights in the new building or buildings to be constructed at the said Property / Premises and/or the land comprised in the said Property / Premises or any portion thereof or any undivided share therein to take loans from any such Bank or Financial Institution or lenders, in accordance with the said Development Agreement.

24. To create security or charge on the said Property / Premises and/or constructions thereat (both present and future) by creating such charges and mortgages, including mortgaging of the said Property / Premises and/or constructions thereat (both present and future) by way of registered mortgage and/or equitable mortgage by depositing of Title Deeds of the said Property / Premises, and for the said purposes to give and deposit the title deeds and issue instructions to Escrow Agents appointed under the said Development Agreement and to sign execute and make Bills of Exchange, Security Deeds, Mortgage Deeds, Indemnities, deed of pledge hypothecation and hundies, promissory notes, guarantees and agree to all terms and conditions, covenant stipulations as shall be thought fit and proper by our said Attorneys or any of them and enter into and enter into and sign all documents agreements declarations confirmations and instruments, in accordance with the said Development Agreement.
25. To negotiate with the person or persons interested in owning, purchasing and/or otherwise acquiring flats, apartments, shops, showrooms, offices, units, car parking spaces or rights and other constructed areas or saleable spaces in the new building/s to be constructed at the said Property / Premises and accept bookings / blockings from such intending buyer or buyers and to make commitments and sell, convey, lease, transfer or otherwise dispose of such flats, shops, showrooms, offices, apartments, units, car parking spaces or rights and other constructed areas or saleable spaces in the new building/s to be constructed at the said Property / Premises alongwith or independent of or independently the land comprised in

WY 2 h

the said Property / Premises attributable thereto or any portion thereof or any undivided share therein to such person or persons and at such consideration and on such terms and conditions as the said Attorney or Attorneys may deem fit and proper and to receive and appropriate all proceeds consideration deposit and other amounts received / realised out of such sale conveyance and/or transfer and grant valid receipts and discharges which shall fully exonerate the person paying the same, in accordance with the said Development Agreement. The Developer shall deposit the owner's allocation / revenue of the sale proceeds of the premise to the Owner's Bank Account as per ratio mentioned in the said Development Agreement.

26. To cancel any booking/blocking and terminate any contract agreement right of occupancy user and/or enjoyment with any person or persons intending to acquire flats, apartments, shops, showrooms, offices, units, car parking spaces and other constructed areas/saleable spaces and/or undivided shares in the land comprised in the said Property / Premises and to deal with the space and rights of such person or persons in such manner as the said attorney or attorneys may deem fit and proper.
27. To join in as party to agreements for sale, lease or otherwise transfer of the flats, apartments, shops, showrooms, offices, units, car parking spaces or rights and other constructed areas or saleable spaces in the new building/s to be constructed at the said Property / Premises and/or undivided share in the land comprised in the said Property / Premises or part thereof, and confirming thereunder inter-alia the rights and entitlements of the Developer under the said Development Agreement and agreeing to execute the Deeds of conveyance, lease or otherwise transfer to be executed in pursuance thereof.
28. For all or any of the powers and authorities herein contained to sign execute enter into modify, cancel, alter, draw, approve rectify and/or register and/or give consent and confirmation to all papers,

WU S h

documents, agreements, supplementary agreements, consents, confirmations, deeds, sale deeds, transfer deeds, conveyances, nominations, assignments, rectifications, declarations, affidavits, applications, undertakings, indemnities and other documents.

29. To sign and appear and represent the Principals before any Registrar, Sub Registrar, Additional Registrar, District Registrar, Registrar of Assurances and other officer or officers or authority or authorities having jurisdiction and to present for registration and admit execution and to acknowledge and register or have registered and perfected all documents deeds instruments and writings signed by the said Attorney by virtue of the powers hereby conferred.
30. To finalise and accept or dispute the market value assessed by the concerned Registrar or the concerned Collector or other concerned authority or authorities and for that to do all acts deeds and things and sign execute deliver and submit all papers documents applications objections notices etc. and also to submit and take delivery of all documents of title, clearances, plans etc. as may be required and found necessary or expedient by the said attorney or attorneys.
31. To sign and appear and represent the Principals before any Notary Public, Metropolitan or other Magistrates and other officer or officers and authorities in connection with affirmation of any deed instrument declaration or writing signed or made by the said attorney or attorneys by virtue of the powers hereby conferred.
32. To enforce any covenant in any agreement, sale deed, transfer deed, conveyance, assignment deed or any other documents of transfer executed by the Principals or by the said Attorneys by virtue of the powers hereby conferred and if any right to re-enter arises under such covenants or under notice to determine or quit then to exercise such right, amongst others.

Handwritten signatures in black ink, including a small mark on the left, a signature 'WJ' at the bottom, and two larger signatures 'S' and 'h' to the right.

33. To ask, demand, sue for, recover, realise and collect money, earnest money, consideration, construction costs, deposits, advances, compensation, interest, damages, payments whatsoever etc., which are or may be due payable or recoverable under any such Agreement from any person or persons or authority or authorities on any account whatsoever and to give effectual receipts and discharges for the same.
34. To sign and submit all papers applications and documents for having and to have the flats, apartments, shops, showrooms, offices, units and other constructed areas in the new building/s that may be constructed at the said Property / Premises separately assessed and mutated in the names of the respective persons desirous of acquiring the same as hereinbefore stated in all public records and with all authorities and/or persons (including the Kolkata Municipal Corporation ) having jurisdiction over the said Property / Premises and to deal with such authority and/or authorities in such manner as the said Attorney or any of them may deem fit and proper.
35. To commence prosecute enforce defend answer and oppose all actions suits writs appeals revision and other legal proceedings and demands civil criminal or revenue concerning the sanction revalidation renewal modification and/or alteration of plans and/or obtaining of permission, clearances, certificate etc., and/or touching any of the matters herein contained concerning the said Property / Premises or any part thereof in which the Principals are in any way or manner now or may hereafter be interested or concerned and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgement or become non suited in any such action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue (including the Collector, Tribunal etc.).
36. To sign declare verify and/or affirm any plaint, written statement, petition, consent petition, affidavit, vakalatnama, warrant of attorney,



memorandum of appeal or any other document or cause paper in any proceeding in any way or connected with the said property/Premises, and if necessary to adduce evidence for and on behalf of the Principals.

37. To accept notices, summons and service or papers from any Court, Tribunal, Postal authorities and/or other authority and/or person.
38. For better and more effectually exercising the powers and authorities aforesaid to retain appoint and employ Advocates, Pleaders, Solicitors, Mukhtears and to revoke such appointments.
39. To receive or pay and/or deposit all moneys including stamp duty, court fees, registration fees, legal fees etc. and to pay and/or receive refunds thereof or the excess amount and give valid receipts and discharges therefor.
40. To sign and appear and represent the Principals before all authorities make commitments and give undertakings as be required for all or any of the purposes herein contained.

**AND GENERALLY** to do all acts matters deeds and things for better exercise of the authorities herein contained relating to the said Property / Premises or any part thereof or any undivided share therein and/or in the building/s to be constructed at the said Property / Premises which the Principals themselves would have lawfully done under their own hands and seals, if personally present.

**AND** the Principals do and each of them doth hereby ratify and confirm and agree to ratify and confirm all and whatever the said Attorneys or any of them shall lawfully do or cause to be done in or about the premises aforesaid in accordance with the terms and conditions of the Development Agreement.



**THE SCHEDULE ABOVE REFERRED TO:**  
**("said PROPERTY" / "said PREMISES")**

**All That** the piece and parcel of land containing an area of **7 Cottahs 0 Chittacks 40.58 Sq. ft.** more or less togetherwith <sup>Bestu</sup> brick built structures <sup>Single storied residential</sup> (in dilapidated condition) measuring 380.75 sq. ft. (as per Title Deeds) and 460 sq. ft. (as per physical survey) situate lying and being municipal Premises No.34B, Shyampukur Street, situate lying and being municipal Premises No.34B, Shyampukur Street, Kolkata 700004, under Police Station Shyampukur, Registration Office R.A. Kolkata, Ward No.010, under The Kolkata Municipal Corporation, Kolkata 700004, herein referred to as "**the said Property / said Premises**" as delineated in the map or plan annexed hereto shown in "**RED**" borders and butted and bounded in the manner following :

On the North : By Premises No.7, Padda Nath Lane,  
 On the East : By Passage Road,  
 On the West : By a Sewer Ditch Line, and  
 On the South : By part of Premises No.34, Shyampukur Street;

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



IN WITNESS WHEREOF the Principals have executed this Power of Attorney on this 11<sup>th</sup> day of August, 2023.

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

① *Arind Banerjee*  
276 Bangur Avenue  
Block-B, Kol-55

2. Pulak Baran Das  
53/4, P.N. Middy Road  
Kolkata-700056

**ORCHID VATIKA PVT. LTD.**

*K. Lata Banerjee*  
Authorised Signatory

**(1) Orchid Vatika Private Limited**

**JAYDITYA INFRASTRUCTURE PVT. LTD.**

*Nitesh Agarwal*

Director

**(2) Jayditya Infrastructure Private Limited**

**HOLLYHOCK MERCANTILE PVT LTD**

*K. Lata Banerjee*

Authorised Signatory

**(3) Hollyhock Mercantile Private Limited**

**AMAL BUILDERS PVT. LTD.**

*B. S. Banerjee*

Authorised Signatory

**(4) Amal Builders Private Limited**

**ACCEPTED** by the withinnamed **ATTORNEY** at **Kolkata**

**SIOM REALTY PVT. LTD**

*Sameer Singh*  
DIRECTOR/ AUTHORISED SIGNATORY

Drafted by me

*Tushit Banerjee*

Advocate,

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



**Allocations**

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

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

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

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

Handwritten signatures and initials in black ink, including a large signature on the left, the word 'MUN' in the center, and a signature on the right.

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



SCALE=N.T.S.

NOTE :-

1. Municipal Premises No. 34B admeasuring 7 cottah. 40.58 sqft. more or less shown marked within "RED" borders.
2. This plan is concerning the boundaries only and do not depict the size, nature and dimensions of the structures existing.

HOLLYHOCK MERCANTILE PVT LTD

*Nitesh Chakrabarty*  
Director/Authorised Signatory

ORCHID VATIKA PVT. LTD.

*Nitesh Chakrabarty*  
Director / Authorised Signatory

JAYDITYA INFRASTRUCTURE PVT. LTD.

*Narresh Aggarwal*  
Director

RAJ BARI  
34/C, SHYAM PUKUR STREET

34B

II  
STORIED BUILDING

GATE

PASSAGEROAD

AMAL BUILDERS PVT. LTD.

*[Signature]*  
Authorised Signatory

SIOM REALTY PVT. LTD.

*[Signature]*  
DIRECTOR/AUTHORISED SIGNATORY

**SPECIMEN FORM FOR TEN FINGER PRINTS**



*Nitesh Kumar Bhatnagar*

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



*B. Singh*

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



*Nandini Agarwal*

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



ADDITIONAL REGISTRAR  
OF ASSURANCES - KOLKATA  
11 NOV 2023

**SPECIMEN FORM FOR TEN FINGER PRINTS**



	Left Finger	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
<i>Sanjay Agard</i>	Right Finger	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



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



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



ADDITIONAL REGISTRAR  
OF ASSURANCES-I, KOLKATA  
11 AUG 2023







Government of West Bengal

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










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

Signature / LTI Sheet of Query No/Year 19012002037162/2023

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr NITESH KUMAR BHOPALKA 1A, Keshav Kunj, Panchwati Complex, VIP Road, City:- , P.O:- Airport, P.S:-Baguiati, District:- North 24-Parganas, West Bengal, India, PIN:- 700052	Represent ative of Principal [ORCHID VATIKA PRIVATE LIMITED ] [HOLLYH OCK MERCAN TILE PRIVATE LIMITED ]		 22/8/23	Nitesh Mr. Bhopalka 11/08/23
2	Mr NARESH AGARWAL 106 Kiran Chandra SinghaRoad,Ganges Garden, Phase-II, Block- GA6, 3rd Floor, City:- Howrah, P.O:- TMG Lane, P.S:-Shibpur, District:-Howrah, West Bengal, India, PIN:- 711102	Represent ative of Principal [JAYDITY A INFRASTR UCTUR E PRIVATE LIMITED ]		 22/8/23	Naresh Agarwal 11/08/23

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

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

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





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



192023240164796938

GRN Details

GRN:	192023240164796938	Payment Mode:	SBI Epay
GRN Date:	10/08/2023 12:26:31	Bank/Gateway:	SBlePay Payment Gateway
BRN :	5053304128626	BRN Date:	10/08/2023 12:27:41
Gateway Ref ID:	202322225338807	Method:	State Bank of India New PG DC
GRIPS Payment ID:	100820232016479692	Payment Init. Date:	10/08/2023 12:26:31
Payment Status:	Successful	Payment Ref. No:	2002037162/1/2023
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Miss ANINDITA ROY
Address:	16 K R BOSE STREET
Mobile:	9673335446
Period From (dd/mm/yyyy):	10/08/2023
Period To (dd/mm/yyyy):	10/08/2023
Payment Ref ID:	2002037162/1/2023
Dept Ref ID/DRN:	2002037162/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002037162/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	4020
2	2002037162/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
<b>Total</b>				<b>40041</b>

IN WORDS: FORTY THOUSAND FORTY ONE ONLY.

## Major Information of the Deed

Deed No :	I-1901-07108/2023	Date of Registration	28/08/2023
Query No / Year	1901-2002037162/2023	Office where deed is registered	
Query Date	09/08/2023 9:51:49 AM	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Anindita Roy 16, Krishna Ram Bose Street,Thana : Shyampukur, District : Kolkata, WEST BENGAL, PIN - 700004, Mobile No. : 9673335446, Status :Attorney of Claimant		
Transaction	Additional Transaction		
[0139] Sale, Development Power of Attorney	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 2,40,56,098/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,120/- (Article:48(g))	Rs. 25/- (Article:E, E, M(b))		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

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

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	7 Katha 40.58 Sq Ft		2,36,62,798/-	Property is on Road
<b>Grand Total :</b>				<b>11.643Dec</b>	<b>0 /-</b>	<b>236,62,798 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	460 Sq Ft.	0/-	3,93,300/-	Structure Type: Structure
Gr. Floor, Area of floor : 460 Sq Ft.,Residential Use, Tiles Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>460 sq ft</b>	<b>0 /-</b>	<b>3,93,300 /-</b>	

**Principal Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>ORCHID VATIKA PRIVATE LIMITED</b> P-12, New Howrah Bridge Approach Road, City:- Kolkata, P.O:- GPO Kolkata, P.S:-Burrobazar, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxx5G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	<b>JAYDITYA INFRASTRUCTURE PRIVATE LIMITED</b> 27, Brabourne Road, 1st Floor, City:- Kolkata, P.O:- GPO Kolkata, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxx5A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	<b>HOLLYHOCK MERCANTILE PRIVATE LIMITED</b> 84A, Chittaranjan Avenue, 1st Floor, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxx8H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
4	<b>AMAL BUILDERS PRIVATE LIMITED</b> 14, Netaji Subhash Road, City:- Kolkata, P.O:- GPO Kolkata, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxx2H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

**Attorney Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>SIOM REALTY PRIVATE LIMITED</b> 1st Floor, 11/1, Sunny Park, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 , PAN No.:: AAxxxxx0C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>Mr NITESH KUMAR BHOPALKA</b> Son of Mr Kamal Kumar Agarwal 1A, Keshav Kunj, Panchwati Complex, VIP Road, City:- , P.O:- Airport, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700052, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AMxxxxx3F, Aadhaar No: 78xxxxxxxx8190 Status : Representative, Representative of : ORCHID VATIKA PRIVATE LIMITED (as Authorised Signatory), HOLLYHOCK MERCANTILE PRIVATE LIMITED (as Authorised Signatory)
2	<b>Mr NARESH AGARWAL</b> Son of Mr Shankar Lal Agarwal 106 Kiran Chandra SinghaRoad,Ganges Garden, Phase-II, Block-GA6, 3rd Floor, City:- Howrah, P.O:- TMG Lane, P.S:-Shibpur, District:-Howrah, West Bengal, India, PIN:- 711102, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: APxxxxx6N, Aadhaar No: 53xxxxxxxx0332 Status : Representative, Representative of : JAYDITYA INFRASTRUCTURE PRIVATE LIMITED (as Director)
3	<b>Mr BIJAY KUMAR AGARWALA</b> Son of Late Ram Prasad Agarwala 35A, Ballygunge Park, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxx2Q, Aadhaar No: 59xxxxxxxx1706 Status : Representative, Representative of : AMAL BUILDERS PRIVATE LIMITED (as Authorised Signatory)

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

**Identifier Details :**

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

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

Endorsement For Deed Number : I - 190107108 / 2023

On 10-08-2023

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,40,56,098/-



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

On 11-08-2023

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

Presented for registration at 19:51 hrs on 11-08-2023, at the Private residence by Mr SAMEER VIKRAM AGARWAL

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

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

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

Execution is admitted on 11-08-2023 by Mr NARESH AGARWAL, Director, JAYDITYA INFRASTRUCTURE PRIVATE LIMITED, 27, Brabourne Road, 1st Floor, City:- Kolkata, P.O:- GPO Kolkata, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

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

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

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

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

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



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

**On 25-08-2023**

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 25.00/- ( E = Rs 21.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/08/2023 12:27PM with Govt. Ref. No: 192023240164796938 on 10-08-2023, Amount Rs: 21/-, Bank: SBI EPay ( SBlePay), Ref. No. 5053304128626 on 10-08-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by by online = Rs 40,020/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/08/2023 12:27PM with Govt. Ref. No: 192023240164796938 on 10-08-2023, Amount Rs: 40,020/-, Bank: SBI EPay ( SBlePay), Ref. No. 5053304128626 on 10-08-2023, Head of Account 0030-02-103-003-02



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

**On 28-08-2023**

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

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

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 25.00/- ( E = Rs 21.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 4.00/-

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 100.00/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 6061, Amount: Rs.100.00/-, Date of Purchase: 13/07/2023, Vendor name: T K PURKAYASTHA



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

**Certificate of Registration under section 60 and Rule 69.**

**Registered in Book - I**

**Volume number 1901-2023, Page from 274013 to 274043**

**being No 190107108 for the year 2023.**



**(Pradipta Kishore Guha) 2023/08/30 01:24:25 PM**

**ADDITIONAL REGISTRAR OF ASSURANCE**

**OFFICE OF THE A.R.A. - I KOLKATA**

**West Bengal.**

**(This document is digitally signed.)**