

13/11/13

(3)

D 00991/13



11.02.13
6-10 PM

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

M 085463

THIS AGREEMENT is made on this 11th day of February Two Thousand and Thirteen
BETWEEN UDAYAN BANERJEE having Income Tax Pan No. AAJPB2261K son of
 Late Arun Banerjee of No. 107, S. P. Mukherjee Road, Kolkata 700 026 and presently
 residing at #201 Ujwal Medirian, 723/1 BEML 5th Stage, Rajarajeshwari Nagar,
 Bengaluru 560 098 hereinafter referred to as the **OWNER** (which term or expression
 shall unless excluded by or there be something repugnant to the subject or context shall
 be deemed to mean and include his heirs, executors, legal representatives,



that the document is admitted
 to registration. The signature sheet/s and
 the endorsement sheets attached with the
 document are the part of this document.

Addl. Dist. Sub-Registrar
 Alipore, South 24 Parganas

12 FEB 2013

THAT his undivided one-half part and/or share into or upon the said Premises in the
 manner as contained and recorded therein.

7033

SANJAY KUMAR BAIJ
Advocate,
& Old Post Office Street,
Kolkata-700 001

NAME	
ADD	
Rs	
12 APR 2012	
SURANJAN MUKHERJEE	
Licensed Stamp Vendor	
C. C. Court	
2 & 3, K. S. Roy Road, Kolkata	

20-200/-
50/-
10/-

260/-

[Signature]

V. I. DESPENDED WITH

12 APR 2012

For Swastic Griho Nirman Pvt. Ltd.

[Signature]
Director

Addl. Dist. Sub-Registrar
Alipore, South 24 Pgs.



891

891

[Signature]

[UDAYAN BANERJEE]



ADDL. DIST. SUB REGISTRAR
ALIPORE, SOUTH 24 PGS

11 FEB 2013

Kakali Tapadar.
KAKALI TAPADAR
D/O. C. S. TAPADAR
21/2, BALLYGUNGE PLACE
KOLKATA-700019
Service

15 FEB 2013



पश्चिम बंगाल WEST BENGAL

M 085464

administrators and assigns) of the **ONE PART** and **SWASTIC GRIHO NIRMAN (P) LTD.** having Income Tax PAN No. AALCS0043B a company within the meaning of the Companies Act, 1956 presently having its registered office at No. 21/2, Ballygunge Place, Kolkata 700 019 and is herein represented by one of its director **Mr. Vivek Ruia**, hereinafter referred to as the "**DEVELOPER**" (which expression shall unless excluded by or there be something repugnant to the subject or context shall be deemed to mean and include its successors, successors – in – interest, nominees and assigns) of the **OTHER PART:**

ADOLPHUS GRIHO NIRMAN (P) LTD.
21/2 BALLYGUNGE PLACE
KOLKATA 700 019

THAT his undivided one-half part and/or share into or upon the said Premises in the manner as contained and recorded therein.

7033

BANJAY KUMAR BAIJ
Advocate,
Old Post Office Street,
Kolkata - 700 001

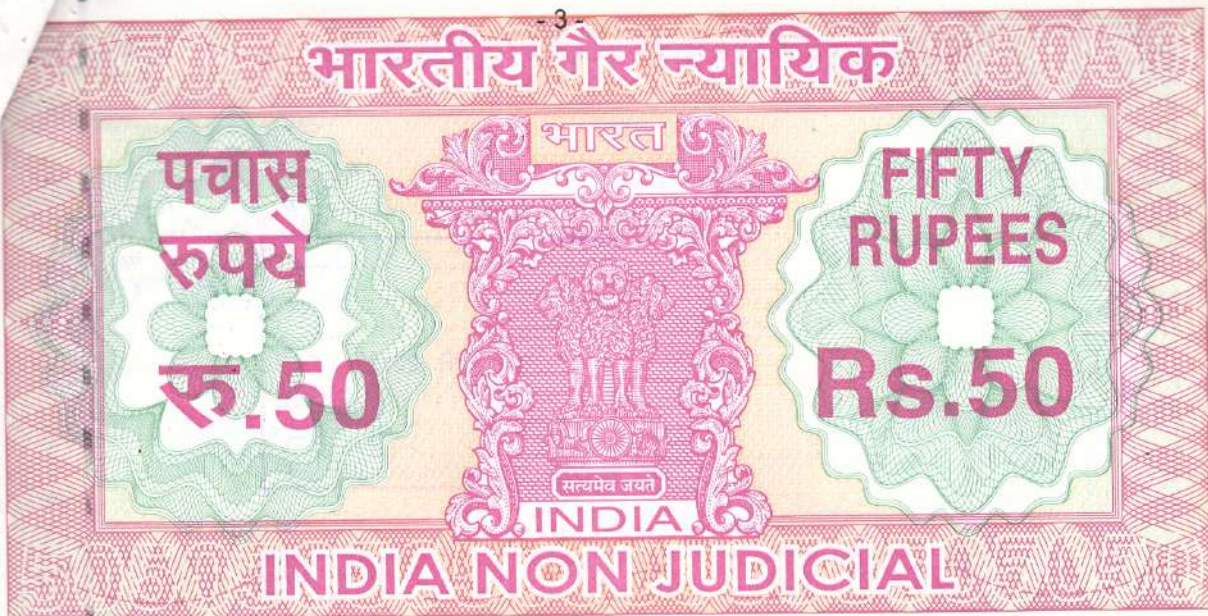
2C-200/-
50/-
10/-
260/-

NAME.....
ADD.....
Rs.....
12 APR 2012
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kolkata

12 APR 2012



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS
11 FEB 2013



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

K 735466

WHEREAS:

A. By an Indenture dated 12th July 1939 and registered with the Sadar Joint Sub-Registrar at Alipore in Book No. I, volume No. 8, in pages 124 to 131 being deed No. 722 for the year 1939 Bejoy Krishna Pramanick alongwith Barendra Nath Pal Chowdhury, Harihar Mullick, Kali Krishna Pramanick and Hare Krishna Pramanick sold transferred and conveyed unto and in favour of Sir Upendra Nath Brahmachari **ALL THAT** the piece or parcel of land containing by ad-measurement an area of about 08 cottahs be the same a little more or less together with the two storied building thereon all lying situate at and/or being the premises No. 124/3 (formerly

REGISTERED
204 IS TUC 30041A
1105 B3111

and deemed unto and in favour of the grantee namely Sadayam Banerjee **ALL**

THAT his undivided one-half part and/or share into or upon the said Premises in the manner as contained and recorded therein.

7032

BANJAY KUMAR BAID
6, Old Post Office, Ady. Bazar,
Kolkata-700 001

25-200/-
50/-
10/-
260/-

NAME
ADD.
Rs.
12 APR 2012
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. C.
2 & 3, K. S. Roy Road, Kojal

12 APR 2012



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS

11 FEB 2013



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

56AA 937773

24/3 and 124/3A), Russa Road in Dihi Panchannagram Division 6 Sub-Division Q Holding No. 61, Thana Tollygunj, Sub – Registration Office Alipore in the District of 24 Parganas (hereinafter referred to as the said **PREMISES**) and is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written for the consideration and in the manner as contained and recorded therein.

B. By the deed of gift dated 03rd August 1942 and registered with the District Sub – Registrar, Alipore in Book No. I, volume No. 59 in pages 193 to 196 being No. 2350 for the year 1942 the said Sir Upendra Nath Banerjee gave, conveyed, granted and transferred unto and in favour of his daughter Sova Rani Devi wife of Dr. Radha Krishna Banerjee **ALL THAT** the said Premises in the manner as contained and recorded therein.

and demised unto and in favour of his grandson namely Udayan Banerjee **ALL THAT** his undivided one-half part and/or share into or upon the said Premises in the manner as contained and recorded therein.

7033

SANJAY KUMAR BAID
Advocate,
8, Old Post Office Street,
Kolkata - 700 001

20-200/-

50/-
10/-

260/-



NAME.....
ADD.....
Rs.....
12 APR 2012
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1

12 APR 2012



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS



11 FEB 2013

- C. The said Premises was thereafter numbered as municipal premises No. 107, Dr. Shyama Prasad Mukherjee Road, Kolkata 700 026 in ward No. 84 of the Kolkata Municipal Corporation within the jurisdiction of the Tollygunge Police Station.
- D. The said Sova Rani Banerjee was during her lifetime governed by the Dayabhaga School of Hindu Law died intestate on 08th January 1979 leaving behind her surviving her husband the said Dr. Radhakrishna Banerjee and two sons namely Arun Banerjee and Dr. Probhat Banerjee as her only surviving legal heirs and/or representatives.
- E. The said Dr. Radhakrishna Banerjee, Arun Banerjee and Dr. Probhat Banerjee thus became absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said Premises free of all encumbrances whatsoever and/or howsoever.
- F. The said Dr. Probhat Banerjee was during his lifetime governed by the Dayabhaga School of Hindu Law and resided in Canada died intestate on 14th July 1988 leaving behind him surviving his wife namely Leila Joan Banerjee and two sons namely Ross Crawford Banerjee and Neal John Banerjee as his only legal heirs and/or representatives.
- G. The said Leila Joan Banerjee, Ross Crawford Banerjee and Neal John Banerjee not being desirous of coming to India and having any share and/or right into or upon the said Premises by the Indenture of Release dated 27th April 1989 the said Leila Joan Banerjee, Ross Crawford Banerjee and Neal John Banerjee released and relinquished all their respective right, title, interest claim and/or demand into or upon the said Premises absolutely and forever unto and in favour of Dr. Radhakrishna Banerjee and Arun Banerjee in the manner as contained and recorded therein.
- H. The said Dr. Radhakrishna Banerjee during his lifetime made and published his last will and testament dated 08th April 1990 whereby and wherein he gave bequeathed and demised unto and in favour of his grandson namely Udayan Banerjee **ALL THAT** his undivided one-half part and/or share into or upon the said Premises in the manner as contained and recorded therein.
- 
- 



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS

11 FEB 2013

- I. The said Dr. Radhakrishna Banerjee died testate on 23rd April 1994.
- J. The executor to the said last will and testament dated 08th April 1990 of the said Dr. Radhakrishna Banerjee namely Arun Banerjee applied for and obtained the probate in respect of the last will and testament dated 08th April 1990 of the said Dr. Radhakrishna Banerjee from the District Delegate at Alipore, South 24 Parganas Act 39 Case No. 114/94 on 03rd June 1997.
- K. The said Arun Banerjee was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate on 18th October 2010 leaving behind him surviving his only son namely Udayan Banerjee as his only legal heir and/or representative since his wife namely Annapurna Banerjee predeceased him on 11th December 1999.
- L. Upon physical measurement, the land area comprised in the said Premises has been found to actually ad-measure an area of 08 cottahs and 10 chittacks be the same a little more or less.
- M. The said Udayan Banerjee, the Owner herein thus became absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the piece or parcel of land containing by ad-measurement an area of about 08 cottahs and 10 chittacks be the same a little more or less together with the partly two storied and partly one storied building and other structures standing thereon and all lying situate at and/or being municipal premises No. 107, Dr. Shyama Prasad Mukherjee Road, Kolkata 700 026 in ward No. 84 of the Kolkata Municipal Corporation within the jurisdiction of the Tollygunge Police Station (hereinafter referred to as the said **PREMISES NO. 107**) and is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written free of all encumbrances, charges, liens, lispends, attachments, trusts, mortgages, trespass whatsoever and/or howsoever.
- N. By an agreement dated 14th May 2012 and registered with the ADSR Alipore in Book No. I, CD volume No. 20 in pages 2209 to 2237 being No. 03927 of 2012 (hereinafter referred to as the said **PRELIMINARY AGREEMENT**) the Owner have granted the exclusive right of development of the said Premises upon the terms and in the manner as contained and recorded therein.
- 
- 

O. By another deed of conveyance dated 25th September 2012 and registered with the ADSR Alipore in Book No. I, CD volume No. 34 in pages 2989 to 3007 being No. 07708 of 2012, pertaining to adjacent premises No. 109/F, Shyama Prasad Mukherjee Road, Kolkata 700 026, PS Tollygunge in ward No. 84 of the Kolkata Municipal Corporation, Ramendra Nath Basu, Malay Kumar Basu, Arun Kumar Basu, Bijan Kumar Basu and Biman Kumar Basu and the Estate of Late Tarun Kumar Basu sold transferred and conveyed unto and in favour of Swastic Griho Nirman (P) Ltd. and Vidrik Realty (P) Ltd. **ALL THAT** the piece or parcel of land containing by ad-measurement an area of about 02 (two) cottahs 05 (five) chittacks and 39 (thirty nine) sq. ft. be the same a little more or less together with the partly two and partly three storied building and lying situate at above-said premises No. 109/F, Shyama Prosad Mukherjee Road, together with 04 feet wide strip of land running along the southern boundary of the premises No. 109/F, Shyama Prosad Mukherjee Road and appertaining thereto but subject to the right to use the strip in common and together with the right over the 05 feet wide common passage running along the southern boundary thereof (hereinafter collectively referred to as the said **PREMISES NO. 109F**) and the same is morefully and particularly described in the **PART - I** of the **SECOND SCHEDULE** hereunder written for the consideration and in the manner as contained and recorded therein.

P. By another deed of conveyance dated 25th September 2012 and registered with the ADSR Alipore in Book No. I, CD volume No. 34 in pages 3685 to 3703 being No. 07709 of 2012 Alope Mukherjee and Anjan Mukherjee sold transferred and conveyed unto and in favour of Swastic Griho Nirman (P) Ltd. and Vidrik Realty (P) Ltd. **ALL THAT** the piece or parcel of land containing by ad-measurement an area of about 02 (two) cottahs 03 (three) chittacks and 24 (twenty four) sq. ft. be the same a little more or less together with the partly two and partly three storied building and lying situate at and/or being municipal premises No. 109/G, Shyama Prosad Mukherjee Road, Kolkata 700 026 PS. Tollygunge in ward No. 84 of the Kolkata Municipal Corporation together with 04 feet wide strip of land running along the southern boundary of the premises No. 109/G, Shyama Prosad Mukherjee Road and appertaining thereto but subject to the right to use the strip in common and together with the right over the 05 feet wide common passage running along the southern boundary thereof (hereinafter collectively referred to as the said **PREMISES NO. 109G**) and the same is morefully



and particularly described in the **PART – II** of the **SECOND SCHEDULE** hereunder written for the consideration and in the manner as contained and recorded therein.

Q. Thus, under the circumstances the said Swastic Griho Nirman (P) Ltd. and Vidrik Realty (P) Ltd. became absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said piece or parcel of land containing by ad-measurement an area of 04 (four) cottahs 12 (twelve) chittacks and 35 (thirty five) sq. ft. be the same a little more or less together with the two Nos. of partly two and partly three storied building and lying situate at and/or being municipal premises Nos. 109/F, Shyama Prosad Mukherjee Road and 109/G, Shyama Prosad Mukherjee Road, Kolkata 700 026 PS. Tollygunge in ward No. 84 of the Kolkata Municipal Corporation together with the right over the 05 feet wide common passage running along the southern boundary thereof.

R. By a Deed of Conveyance dated 11th February 2013 and registered with the ADSR Alipore in Book No. I, being No. 00989 of 2013 the said Udayan Banerjee sold transferred, assigned and conveyed unto and in favour of the said Swastic Griho Nirman (P) Ltd. and Vidrik Realty (P) Ltd. **ALL THAT** the un-demarcated and undivided 50 Sq. ft. super built up area into or upon the two storied brick built building together with the undivided proportionate share in the land out of the said municipal premises No. 107, Shyama Prosad Mukherjee Road, Kolkata 700 026 PS. Tollygunge in ward No. 84 of the Kolkata Municipal Corporation for the consideration and in the manner as contained and recorded therein.

S. By a Deed of Conveyance dated 11th February 2013 and registered with the ADSR Alipore in Book No. I, being No. 00990 of 2013 the said Swastic Griho Nirman (P) Ltd. and Vidrik Realty (P) Ltd. sold transferred, assigned and conveyed unto and in favour of the said Udayan Banerjee **ALL THAT** the un-demarcated and undivided 50 Sq. ft. super built up area into or upon the brick built buildings together with the undivided proportionate share in the land out of the said municipal premises Nos. 109/F, Shyama Prosad Mukherjee Road and 109/G, Shyama Prosad Mukherjee Road, Kolkata 700 026 PS. Tollygunge in ward No. 84 of the Kolkata Municipal Corporation together with the right over the 05 feet wide common passage running along the southern boundary thereof for the consideration and in the manner as contained and recorded therein.



T. By virtue of the above the Owner herein alongwith the said Swastic Griho Nirman (P) Ltd. and Vidrik Realty (P) Ltd. are absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the piece or parcel of land containing by ad-measurement an area of about 13 cottahs 06 chittacks and 35 sq. ft. be the same a little more or less together with the buildings and other structures standing thereon and all lying situate at and/or being municipal premises Nos. 107, Dr. Shyama Prasad Mukherjee Road, 109/F, Shyama Prasad Mukherjee Road and 109/G, Shyama Prasad Mukherjee Road, Kolkata 700 026 in ward No. 84 of the Kolkata Municipal Corporation within the jurisdiction of the Tollygunge Police Station together with 04 feet wide strip of land running along the southern boundary of the premises Nos. 109/F, Shyama Prasad Mukherjee Road and 109/G, Shyama Prasad Mukherjee Road and appertaining thereto but subject to the right to use the strip in common and together with the right over the 05 feet wide common passage running along the southern boundary thereof (hereinafter collectively referred to as the said **PROPERTY**) and is morefully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written free of all encumbrances, charges, liens, lispensens, attachments, trusts, mortgages, trespass whatsoever and/or howsoever, each one of them having an undivided part and/or share thereupon.

U. The front part and/or portion of the said Property are in aggregate having five shop rooms under tenancy of different persons (hereinafter collectively called the **TENANTS**) details whereof appear in the **FOURTH SCHEDULE** hereunder written.

V. The Owner being desirous of causing his undivided share into or upon the said Property to be developed has agreed to appoint the Developer herein who is a reputed promoter and is registered under the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 as the exclusive Developer for undertaking the work of Development of the said Property upon the terms and conditions hereinafter appearing.

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

ARTICLE-I-DEFINITIONS & INTERPRETATIONS

(Unless in these presents there is something in the subject or context inconsistent with):-



- 1A.1 **ARCHITECT** shall mean and include **MR. ANJAN UKIL** of No. P-523, Raja Basanta Roy Road, Kolkata 700 029 or such person or firm who may be appointed as architects of the building by the Developer.
- 1A.2 **NEW BUILDING** shall mean the proposed multistoried building/s to be constructed at the said Property in accordance with the Plan/Plans to be sanctioned by the Kolkata Municipal Corporation and other appropriate authority or authorities for construction on the said Property.
- 1A.3 **OWNER** shall mean and include the said **UDAYAN BANERJEE** and his heirs, executors, administrators, legal representatives and assigns.
- 1A.4 **CO-OWNERS** shall mean and include the said **SWASTIC GRIHO NIRMAN (P) LTD.** and the said **VIDRIK REALTY (P) LTD.** and their respective successor or successors – in – interest, transferors, nominee/s and/or assigns.
- 1A.5 **JOINT OWNERS** shall mean and include the said Owner and the said Co-Owner collectively.
- 1A.6 **DEVELOPER** shall mean and include the said **SWASTIC GRIHO NIRMAN (P) LTD.** and its successor or successors – in – interest, transferors, nominee/s and/or assigns.
- 1A.7 **COMMON FACILITIES/PORTIONS** shall include paths passages, stairway and other spaces and facilities whatsoever expressly specified by the Developer upon completion of the building for the establishment location enjoyment provision maintenance and/or management of the New Building.
- 1A.8 **CONSTRUCTED SPACE** shall mean the space in the New Building available for independent use and occupation including the space demarcated for common facilities and services as per sanctioned plan.
- 1A.9 **PROPERTY** shall mean and include the municipal Premises Nos. 107, Dr. Shyama Prasad Mukherjee Road, 109/F, Shyama Prasad Mukherjee Road and 109/G, Shyama Prasad Mukherjee Road, Kolkata 700 026 all in ward No. 84 of the Kolkata Municipal Corporation all within the jurisdiction of the Tollygunge Police Station together with the right over the 05 feet wide common passage running along the southern boundary thereof (morefully and particularly described in the **THIRD SCHEDULE** hereunder written).
- 1A.10 **PLAN** shall mean the map or plan to be submitted to the Kolkata Municipal Corporation for construction of the said New Building on the said Premises with such other variation or modification and/or alteration as may be mutually agreed



upon between the parties and duly sanctioned by the authorities concerned and shall also include all working drawings to be got prepared by the Developer.

1A.11 **OWNER'S ALLOCATION** shall mean and include an area of about 3000 sq. ft. super built up area i.e. 2400 sq. ft. built up area so as to comprise two residential flats approximately of more or less 1500 sq. ft. super built up area i.e. 1200 sq. ft. built up area per flat on the second floor of the said New Building together with covered space for parking of two medium sized motorcars in the basement floor of the said New Building together with undivided proportionate share in the land comprised in the said Property together with undivided proportionate share in the common parts and facilities details of all are morefully and particularly mentioned and described in **PART - I** of the **FIFTH SCHEDULE** hereunder written.

1A.12 **DEVELOPER'S ALLOCATION** (including the Co-Owners' Allocation) shall mean and include all remaining shops/units/office/saleable areas/flats both residential and commercial in the said New Building together with all remaining car parking areas to comprise in the said New Building on both the ground and basement floors of the said New Building as well as the said Property together with undivided proportionate share in the land comprised in the said Property together with undivided proportionate share in the common parts and facilities details of all are morefully and particularly mentioned and described in **PART - II** of the **FIFTH SCHEDULE** hereunder written.

1A.13 **FORCE MAJEURE** shall mean and include the circumstances beyond the control of the Developer such as fire, explosion, earthquake, lightning, accumulation of rain water or any unforeseen weather condition, lockout, strike, go-slow, riots, civil disturbances, insurgency, enemy action, war declared or undeclared, temporary or permanent interruption in the supply of utilities serving the project in connection with the work, injunction or orders of any government/ civic bodies/ Kolkata Municipal Corporation or any other authorities or any act of negligence and/or omissions and/or commissions and/or misrepresentation by the Owner.

1A.14 **NOTICE** shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties hereto.



1A.15 **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multistoried buildings to purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act 1961 and the Transfer of Property Act.

In the interpretation of this Agreement unless the context otherwise requires:

- 1B.1 A reference to a statutory provision includes a reference to any modification consolidation or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- 1B.2 Words denoting one gender include all other genders.
- 1B.3 Words denoting singular include the plural and vice versa.
- 1B.4 Words denoting persons include firms and corporations and vice versa and also include their respective heirs personal representatives successors in title or permitted assigns as the case may be.
- 1B.5 Where a word or phrase is defined, other parts of speech and grammatical form of that word or phrase shall have the corresponding meanings.
- 1B.6 Any reference to an Article, Appendix, Clause, Sub-Clause, paragraph, sub-paragraph, Schedule or Recital is a reference to an article, appendix, clause, sub-clause, paragraph, sub-paragraph, schedule or recital of this Agreement.
- 1B.7 Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made to this agreement from time to time in force.
- 1B.8 Any reference to any agreement, instrument or other document (a) shall include all appendices, exhibits and schedules thereto and (b) shall be a reference to such agreement, instrument or other document as amended, supplemented, modified, suspended, restated or novated from time to time
- 1B.9 If any period is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day.
- 1B.10 If any time limit pursuant to the provisions of this agreement falls on a day that is not a business day (i.e. A day on which licensed banks are not open for business) then that time limit is deemed to only expire on the next business day.
- 1B.11 The schedules shall have effect and be construed as an integral part of this agreement.



1B.12 The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.

1B.13 Any reference to writing shall include printing, typing, lithography and other means of reproducing words in visible form.

1B.14 The terms "hereof", "hereby", "hereto", "hereunder" and similar terms shall refer to this Agreement as a whole, and

1B.15 The term "including" shall mean "including without limitation".

ARTICLE -II- REPRESENTATIONS & WARRANTIES

2.1 At or before the execution of this agreement the Owner has assured and represented to the Developer as follows which has been relied upon fully by the Developer:

- a) The Owner is seized and possessed of or otherwise well and sufficiently entitled to the undivided part and/or share into or upon the said Property with a marketable title in respect thereof.
- b) The undivided part and/or share into or upon the said Property belonging to the Owner is free of all encumbrances liens lispendens attachments trusts mortgages whatsoever and/or howsoever.
- c) No suits or legal proceedings or prohibitory orders are pending or subsisting in respect of the title of the Owner into or upon the said undivided part and/or share into or upon the said Property or any part thereof.
- d) The said undivided part and/or share into or upon the said Property belonging to the Owner is not subject to any notice of attachment under the Income Tax Act or under Public Demands Recovery Act or under any other Act or Statute or Rules and Regulations.
- e) No Notice of Acquisition and/or Requisition affects the said Property nor is there any bar legal or otherwise to develop the said Property and every part thereof.
- f) There is no road alignment and/or acquisition and/or attachment proceedings pending in respect of the said Premises or any part thereof.
- g) The freehold interest and/or ownership interest of the Owner into or upon the undivided part and/or share into or upon the said Property as on date does not stand mortgaged or encumbered or agreed to be mortgaged by the Owner by way of security or additional security and/or otherwise in favour of any other Bank, Financial Institution or any person, firm, company or government undertaking or anybody else whomsoever to secure repayment of any loan taken or to be taken by the Owner for



- any purpose whatsoever or howsoever and that all the original deeds in respect of the said Premises No. 107 are in the custody and possession of the Owner himself.
- h) The Owner has not entered into any agreement for sale and/or transfer and/or development in respect of the undivided part and/or share into or upon the said Property or any part thereof, save and except with the Developer herein.
 - i) All municipal rates taxes and outgoing payable in respect of the said Premises No. 107 up to the date of execution of these presents have been duly paid and discharged by the Owner and in respect of any outstanding rates taxes and outgoing the Owner shall keep the Developer indemnified against all actions suits proceedings and costs charges and expenses in respect of the said Premises No. 107 up to the date of execution of these presents.
 - j) Save and except the tenants as mentioned in the Fourth Schedule hereunder written and situated at Premises No. 107, there is no other tenant and/or occupant and/or trespasser in any part and/or portion of the said Premises No. 107 and the Owner is in vacant peaceful and khas possession of the remaining of the said Premises No. 107 and every part thereof.
 - k) The Owner does not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
 - l) The Owner is competent enough to enter into this agreement and to carry out his obligation, as mentioned herein.
 - m) That the recitals of the title mentioned hereinbefore are true and factual and the Owner has not suppressed any facts relating to the title of the said Premises No. 107 and/or the said undivided part and/or share into or upon the said Property and there is no other incident relating to the title of the said Premises other than those that are recited hereinabove.

ARTICLE-III-PERMISSION TO CONSTRUCT

That in pursuance of the said agreement and subject to the mutual obligations as are hereinafter stated between the parties hereto the Owner doth hereby appoint the Developer as the exclusive Developer/Promoter for undertaking the Development of the said Property in respect of the undivided share of the Owner.

ARTICLE-IV-PLANS & OTHERS



- 4.1 The Developer shall at its own costs and expenses cause to have the said Property having three separate municipal holding Nos. to be amalgamated as one single municipal holding No. in the records of the Kolkata Municipal Corporation.
- 4.2 Thereafter, the Developer shall at its own costs cause a map or plan to be sanctioned by the Kolkata Municipal Corporation for the purpose of construction, erection and completion of the said New Building at the said Property however the Developer shall be entitled to modify, change and/or alter the same and/or cause the same to be modified or altered at its own costs if so desired by the Kolkata Municipal Corporation or any other statutory body in the interest of the project.
- 4.3 The Owner shall sign all maps and/or plans and/or specifications and other declarations and applications as may be necessary for sanction of the plan by the Kolkata Municipal Corporation and the said Plan shall also include amendment or alteration or modification which may be made therein from time to time.
- 4.4 The Developer acting on behalf of and as the Attorney of the Owner shall from time to time submit all further plans and/or applications and other documents and papers on the advice of the Architect and do all further acts, deeds, things as may be required or otherwise relevant for the purpose, and/or otherwise to obtain all such clearance, sanctions, permissions and/or authorities as shall be necessary for the construction of the said New Building.
- 4.5 The Developer shall submit in the name of the Joint Owners all application, plan and other papers and documents referred to hereinabove. All fees and other expenses incurred and/or to be incurred relating to preparation of the plans by the Architect, sanction fee to be charged by the Kolkata Municipal Corporation and supervision fees in the course of construction of the building by the Architect shall be borne and paid by the Developer. All other costs and charges and expenses related to construction of the building shall also be borne and paid by the Developer exclusively and the Owner shall not be required to contribute any amount in this regard.
- 4.6 The said New Building will be constructed erected and completed in accordance with the specification detailed out in the **SIXTH SCHEDULE** hereunder written HOWEVER in the event the Developer deciding to change the specifications the Developer shall be entitled to do so with concurrence from the Owner, but in the event of such change, the value of such replacement or substitution will not be of lesser value as what have been detailed out hereunder.



- 4.7 The Owner shall be liable to and agrees to pay all charges for providing any additional work in or relation to the Owner's Allocation at the request of the Owner and for providing any additional facility or utility for the Owner's Allocation.

ARTICLE-V-COST OF CONSTRUCTION/COMPLETION

The entire cost of construction of the said New Building of whatsoever nature shall be borne by the Developer. Such cost shall include the cost of all services, amenities fittings, fixtures, all overheads regarding construction, price rise in the cost of materials used for construction, fee payable to the Architect and Engineers for the purpose of obtaining all permissions, approvals, sanctions, modifications, supervision etc. The Owner shall not be required to contribute any amount in that behalf.

ARTICLE- VI-SPACE ALLOCATION & CONSIDERATION

- 6.1 The Owner's Allocation is detailed out in **PART – I** of the **FIFTH SCHEDULE** hereunder written and the Developer's Allocation (including the Co-Owners' Allocation) is detailed out in **PART – II** of the **FIFTH SCHEDULE** hereunder written.
- 6.2 Both the Owner and the Developer shall be entitled to deal with, sell, transfer, grant leases and/or in any way dispose of their respective allocations and to receive realise and collect all sale proceeds, rents, issues and profits arising there from and for which no further consent of the other party shall be required.
- 6.3 In consideration of the Owner granting the exclusive right of development and exploitation of the Developer's Allocation the Developer has agreed to make payment to the Owner of the amount of Rs.6,00,00,000/= (Rupees Six Crores) only as and by way of non-refundable premium consideration amount (hereinafter referred to as the said **CONSIDERATION AMOUNT**).
- 6.4 Out of the said Consideration Amount an amount of Rs.1,25,00,000/= (Rupees One Crore and Twenty Five Lacs) only has already been paid whilst execution of the said Preliminary Agreement registered with the ADSR Alipore in Book No. I, CD volume No. 20 in pages 2209 to 2237 being No. 03927 of 2012.
- 6.5 The balance of the said Consideration Amount shall be paid within 06 months or as and when mutually agreed by and between the parties hereto.
- 6.6 The Developer alone shall be responsible for providing any area to the said Tenants and the Owner shall under no circumstances be responsible for the same.



ARTICLE-VII- DELIVERY OF POSSESSION

- 7.1 Simultaneously with the execution of this agreement the Owner has delivered to the Developer the vacant and peaceful possession in khas of the entirety of the said Premises No. 107 that was under the possession and occupation of the Owner and the Developer shall continue to hold the same in terms hereof.
- 7.2 In addition to the Owner's Allocation and the Consideration Amount agreed to be paid in terms hereof the Developer shall additionally bear the costs/license charges/rent for one flat of three bedrooms with Drawing & Dining hall, admeasuring approximately 1500 sq. ft. area, subject to approval of the Owner, in the vicinity of the said Property for the alternate transit accommodation of the Owner. The above expenses shall be borne by the Developer from the date when the Owner takes such transit accommodation upon execution of the present Agreement and vacation of the premises at 107 S. P. Mukherjee Road, and shall continue till the possession of the two flats of 1500 sq. ft. super built up each approximately is taken by the Owner from the Developer upon completion of the project. The Developer shall be responsible to re-locate the Owner in the said transit accommodation and shift the Owner's belongings from his present house at 107 S. P. Mukherjee Road to the transit flat at the Developer's expense.
- 7.3 The Developer shall at their own costs cause the existing building and other structures standing at the said Property to be demolished and appropriate the net proceeds of the salvage to them and the Owner shall have no claim thereupon.
- 7.4 The Owner's Allocation will not be considered complete unless the Developer has given notice to this effect to the Kolkata Municipal Corporation that the said New Building is complete with electricity and water connection (hereinafter referred to as the **COMPLETION DATE**) and then the said New Building shall be deemed to be complete in all respects and it would also be obligatory on the part of the Developer to obtain the completion certificate from the Kolkata Municipal Corporation prior to delivery of the Owner's Allocation.
- 7.5 The Developer hereby agrees to complete the construction of the building within 24 months from the date of commencement of construction that shall take place after ninety days, this period shall be required for demolition of the existing building and removal of the debris, from the date of sanction of the said Plan by the Kolkata Municipal Corporation (hereinafter referred to as the said **SCHEDULED DATE OF COMPLETION**). The Developer shall not incur any liability for any delay in the



delivery of the possession by reasons of genuine FORCE MAJEURE. In any of the events of the FORCE MAJEURE, the Developer shall be entitled to corresponding extension of time for delivery of the said Owner's Allocation.

- 7.6 The Developer agrees not to deliver or permit to be delivered the Developer's Allocation until such time the notice in writing to take the possession of the Owner's Allocation is delivered and/or caused to be delivered upon completion of the same as aforesaid. However it shall not deter the Developer from making delivery of possession of the Developer's Allocation to its prospective buyers if the Owner fails and/or neglects taking possession of the Owner's Allocation within 15 days from the date of receipt of the notice (hereinafter referred to as the **DATE OF POSSESSION**).
- 7.7 Immediately after the completion of the said New Building and delivery of the possession of the Owner's Allocation the Owner shall execute and/or cause to execute the deeds of Conveyance or deeds of Conveyances in respect of the undivided share or interest in the land in such part or parts as shall be required by the Developer in favour of the Developer or its prospective buyers as nominated by the Developer in respect of the Developer's Allocation at the cost of the Developer or its nominee/s and as a confirming party thereof.
- 7.8 The Owner shall sign and execute the deed of conveyance or conveyances in favour of the nominee or nominees of the Developer at the cost of the nominee/s of the Developer.

ARTICLE -VIII- ARCHITECTS ENGINEERS ETC

- 8.1 For the purpose of development of the said Premises the Developer alone shall be responsible to appoint Architect for the said New Building and the certificate given by the Architect regarding the materials used for the purpose of construction erection and completion of the said New Building and also specification for the purpose of construction and/or workmanship and completion of the building shall be final, conclusive and binding on the parties. However, the Owner may at his own costs and charges appoint any architect to supervise the construction of the said New Building.
- 8.2 The decision of the Architect regarding the measurements, quality of the materials and also the specification for the purpose of construction, with prior approval of the Owner, if not in conformity with the stipulation and specifications provided in this Agreement so far as the Owner's allocation is concerned, will be final, conclusive and binding on the parties.



ARTICLE-IX-INDEMNITY

- 9.1 Respective parties hereto shall pay and bear all liabilities towards the Wealth Tax, Income Tax, Service Tax and/or any other statutory outgoing of any nature whatsoever and/or howsoever arising out of this agreement and/or consequence hereof.
- 9.2 The Owner shall solely be responsible for due discharge of any liability occurring due to any act of omission and/or commission on the part of the Owner and shall always keep the Developer indemnified against all actions, suits, proceedings, damages or losses which may occur or take place because of any act, deed, matter, or thing concerning the title of the Premises owned by the Owner.
- 9.3 The Developer shall be fully responsible for any deviation or un-authorised construction or accident or mishap while making any construction and in no event the Owner shall incur any liability in respect thereof. The Developer shall indemnify and keep indemnified the Owner against all losses, liabilities, costs, claims, actions or proceedings thus arising.
- 9.4 The Owner will not be liable to pay any K. M. C. tax in respect of the Developer's Allocation and likewise the Developer will not be liable to pay any K. M. C. Tax in respect of the Owner's Allocation.
- 9.5 The Owner doth hereby as and by way of negative covenants undertake to the Developer:
- a. Not to enter into any agreement for sale, lease, development or otherwise create any third party interest in the said Premises, save and except the said Owner's Allocation or any part thereof, without the consent in writing of the Developer.
 - b. Not to induct any person as a tenant or otherwise into or upon the said Premises, except in the said owner's allocation.
 - c. To maintain or remain responsible for the structural stability of the Owner's Allocation after the construction, and not to do any thing which has the effect of affecting the structural stability of the building;
 - d. Abide by such building rules and regulations as shall be applicable and to comply with and/or adhere to the building Rules and Regulations of such association upon its formation as and when it is formed;

ARTICLE-X-TAXES, MAINTENANCE, ETC



- 10.1 Both the Owner and the Developer shall proportionately pay all rates & taxes on and from the date of commencement of construction of the said New Building and prior to that the Owner shall be responsible for due discharge of all rates, taxes and outgoing in respect of the said Premises No. 107 and the said Co-Owners in respect of the said Premises No. 109F & 109G.
- 10.2 The respective parties shall be liable to pay and bear all taxes, rates and other services and other outgoing payable in respect of their respective Allocations from the Date of Possession and it shall be deemed that the respective parties have taken possession for the purpose of making payment of the rates and taxes and common expenses and maintenance charges whether actual physical possession is taken or not by the due date after the possession is formally offered by the Developer.
- 10.3 The Owner and the Developer shall from the Date of Possession of the Owner's Allocation maintain their respective portions at their own costs in a good and tenantable repair and shall not do or suffer to be done anything in or to the said Property and/or common areas and passages of the said New Building which may be against law or which will cause obstruction or interference to the user of such common area.
- 10.4 After the said New Building is completed and the Owner's Allocation is delivered to the Owner, the Developer and the Owner shall form an association of the owners/ occupants of the various flats/unit/spaces in the said New Building with such rules and regulations as the Developer and the Owner jointly shall think fit and proper and the Owner and the Developer or its respective nominee/s shall be liable and agreeable to make payment of the proportionate share of the maintenance charges payable in respect of their respective areas.
- 10.5 Until such time the said Association is formed, the Developer shall continue to remain responsible for the maintenance and rendition of the common services, subject however to the Owner making payment of the proportionate share of the maintenance charges and all other outgoing payable in respect thereof and unless the maintenance charges are paid by the Owner, the Owner shall not be entitled and hereby agrees not to avail of any of the services and the Developer shall be entitled to withdraw its services forthwith.
- 10.6 The Owner shall be liable to pay charges for electricity in or relating to the Owner's Allocation wholly and proportionately relating to common parts.



ARTICLE-XI-OBLIGATION OF THE OWNER

- 11.1 The Owner shall grant a Power of Attorney in favour of the Developer or its nominee to enable to proceed with the obtaining of license and sanction of plans in respect of the said New Building to be constructed on the said Property and authorising the Developer to represent the Owner before the Kolkata Municipal Corporation, CMDA, CESC Ltd. and other statutory authorities. The said Power of Attorney shall continue to be in force so long as this Agreement subsists and till the completion of the project.
- 11.2 The Owner shall sign and execute necessary application papers/documents and do all acts, deeds and things as may be required in order to legally and effectively vest in the Developer or its nominee title to the Developer's Allocation in the said Property upon completion of the construction of the said New Building as is stipulated in para 7.7 ante.
- 11.3 The Owner shall grant a registered power of attorney in favour of Mr. Vivek Ruia & Mr. Satwic Vivek Ruia so as to enable any of them to severally sign, execute and register all deeds of conveyances in respect of the Developer's Allocation in favour of the Developer or its nominee/s in such part or parts as the Developer may at its absolute discretion think fit and proper. All such deeds of conveyance shall take effect from the date of delivery of the owner's allocation upon completion of the construction as per the Agreement as is stipulated in para 7.6 ante.

ARTICLE-XII- MUTUAL OBLIGATION

- 12.1 The Owner and the Developer hereby agree and covenant with each other not to violate or contravene any of the provisions of Rules applicable for construction of the said New Building.
- 12.2 The Owner and the Developer hereby agree and covenant with each other not to do any act, deed or thing whereby both of them are prevented from enjoying, selling, assigning and/or disposing of any of their respective allocation in the said New Building at the said Premises.
- 12.3 The Owner and the Developer hereby agree and covenant with each other to join and confirm all documents of transfer relating to sale of the other's allocation in the said New Building at the said Premises.
- 12.4 The Developer hereby agrees and covenant with the Owner not to transfer and/or assign the benefits of this agreement or any portion thereof.



ARTICLE-XIII-BREACH AND CONSEQUENCES

13.1 In the event of either party to this agreement committing breach of any of their obligations under this Agreement the aggrieved party shall be entitled to specific performance and also to recover damages or compensation to make good the loss sustained by the aggrieved party on account of such breach from the party committing the breach.

13.2 Notwithstanding anything in this agreement:

- a) In case the Developer fails to complete the said New Building and hand over possession of the Owner's Allocation to the Owner within twenty four months from the date of the commencement of construction the Developer shall be entitled to an extension of six months for such completion and handing over possession of the Owner's Allocation. Even thereafter if the Developer is unable to complete the construction and hand over possession as aforesaid within the said extended period, the Owner shall be at liberty to extend the period by further six months to one year on payment of Rs.15,000/- (Rupee Fifteen thousand) only per month by the Developer to the Owner as compensation.
- b) In case of failure to complete the building within the extended period the Owner shall thereafter be at liberty to terminate this agreement and to complete the building with any other developer and/or contractor and deal with the said Premises in the manner as the Owner may deem fit and proper. The Developer and/or any of its prospective buyers in respect of Developer's Allocation shall not be entitled to claim any equity. However the Owner and the new developer shall be obliged to complete the construction of the building and also transfer the Developer's Allocation and transfer the allotted space to prospective buyers by taking balance consideration money after appropriating cost of completion from the sale proceed of the Developer's Allocation.

ARTICLE - XIV – JURISDICTION

Courts at Kolkata and District Courts at Alipore alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO
(PREMISES NO. 107)

ALL THAT the piece or parcel of land containing by ad-measurement an area of about 08 cottahs and 10 chittacks be the same a little more or less together with the two



storied building and other structures standing thereon lying situate at and/or being municipal premises No. 107, Dr. Shyama Prasad Mukherjee Road, Kolkata 700 026, PS Tollygunge in ward No. 84 of the Kolkata Municipal Corporation and is butted and bounded in the manner as follows: -

ON THE NORTH: By municipal premises No. 105, S. P. Mukherjee Road;

ON THE EAST: By municipal premises No. 48, S. P. Mukherjee Road;

ON THE WEST: By KMC Road named as S. P. Mukherjee Road;

ON THE SOUTH: By municipal premises No. 109, S. P. Mukherjee Road;

OR HOWSOEVER OTHERWISE the same are/ is/ was/ were heretofore-butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO

**PART - I
(PREMISES NO. 109F)**

ALL THAT the piece or parcel of land containing by ad-measurement an area of about 02 (two) cottahs 05 (five) chittacks and 39 (thirty nine) sq. ft. be the same a little more or less together with the partly two and partly three storied building and lying situate at and/or being municipal premises No. 109/F, Shyama Prasad Mukherjee Road, Kolkata 700 026 PS. Tollygunge in ward No. 84 of the Kolkata Municipal Corporation together with 04 feet wide strip of land running along the southern boundary of the premises No. 109/F, Shyama Prasad Mukherjee Road and appertaining thereto but subject to the right to use the strip in common and together with the right over the 05 feet wide common passage running along the southern boundary thereof and is butted and bounded in the manner as follows: -

ON THE NORTH: By municipal premises No. 107, Shyama Prasad Mukherjee Road;

ON THE EAST: By municipal premises No. 109/E, Shyama Prasad Mukherjee Road;

ON THE WEST: By municipal premises No. 109/G, Shyama Prasad Mukherjee Road;

ON THE SOUTH: By 05 feet wide common passage after the 04 feet wide strip of land;

**PART - II
(PREMISES NO. 109G)**

ALL THAT the piece or parcel of land containing by ad-measurement an area of about 02 (two) cottahs 03 (three) chittacks and 24 (twenty four) sq. ft. be the same a little more or less together with the partly two and partly three storied building and lying



situate at and/or being municipal premises No. 109/G, Shyama Prosad Mukherjee Road, Kolkata 700 026 PS. Tollygunge in ward No. 84 of the Kolkata Municipal Corporation together with 04 feet wide strip of land running along the southern boundary of the premises No. 109/G, Shyama Prosad Mukherjee Road and appertaining thereto but subject to the right to use the strip in common and together with the right over the 05 feet wide common passage running along the southern boundary thereof and the same is butted and bounded as follows: -

- ON THE NORTH: By municipal premises No. 107, Shyama Prosad Mukherjee Road;
- ON THE EAST: By municipal premises No. 109/F, Shyama Prosad Mukherjee Road;
- ON THE WEST: By KMC Road known as Shyama Prosad Mukherjee Road;
- ON THE SOUTH: By 05 feet wide common passage after the 04 feet wide strip of land;

THE THIRD SCHEDULE ABOVE REFERRED TO

(PROPERTY)

ALL THAT the piece or parcel of land containing by ad-measurement an area of about 13 (thirteen) cottahs 06 (six) chittacks and 35 (thirty five) sq. ft. be the same a little more or less together with the buildings and other structures standing thereon lying situate at and/or being municipal premises Nos. 107, Dr. Shyama Prasad Mukherjee Road, 109/F, Shyama Prosad Mukherjee Road and 109/G, Shyama Prosad Mukherjee Road, Kolkata 700 026 in ward No. 84 of the Kolkata Municipal Corporation within the jurisdiction of the Tollygunge Police Station together with the right over the 05 feet wide common passage running along the southern boundary thereof and is butted and bounded in the manner as follows: -

- ON THE NORTH: By municipal premises No. 105, S. P. Mukherjee Road;
- ON THE EAST: Partly by municipal premises No. 48, S. P. Mukherjee Road and partly by municipal premises No. 109/E, Shyama Prosad Mukherjee Road;
- ON THE WEST: By KMC Road named as S. P. Mukherjee Road;
- ON THE SOUTH: Partly by municipal premises No. 109/E, Shyama Prosad Mukherjee Road and partly by 05 feet wide common passage;

OR HOWSOEVER OTHERWISE the same are/ is/ was/ were heretofore-butted bounded called known numbered described or distinguished.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(TENANTS)



Sr. No.	Name	Rent (Rs.)
1	Shri Netai Malakar	700/= pm.
2	Shri Sanjay Chand Roy	955/= pm.
3	Shri Bijay Chand Roy	1,000/= pm.
4	Homeo Research Laboratory (India)	800/=
5	Anup Kr. Dev, Dulal Kanti Dev, Tapan Kr. Dev & Bijoya Banerjee	800/=

THE FIFTH SCHEDULE ABOVE REFERRED TO

(ALLOCATIONS)

PART – I OWNER'S ALLOCATION

1. An area of about 3000 sq. ft. super built up i.e. 2400 sq. ft. built up on the second floor of the said New Building so as to comprise 02 residential flats of 1500 sq. ft. i.e. 1200 sq. ft. built up each;
2. Covered space for parking of two medium sized motorcars in the basement floor of the said New Building;
3. Undivided proportionate share in the land comprised in the said Property;
4. Undivided Proportionate share in the common parts and facilities;
5. Over and above, the Developer has agreed to provide at his cost the following additional amenities/fixtures to the flats pertaining to the Owner's allocation and situated on the second floor: a) Modular Kitchen, b) Wall cupboard in each bedroom and living room, c) Air-conditioners in each bedroom and living cum dining room and d) fans in each room inter alia including kitchen and toilets.

PART – II DEVELOPER'S ALLOCATION (including the Co-Owners' Allocation)

1. All remaining shops/units/office/saleable areas/flats both residential and commercial in the said New Building
2. All remaining car parking areas to comprise in the said New Building on both the ground and basement floors of the said New Building as well as the said Property;
3. Undivided proportionate share in the land comprised in the said Property;
4. Undivided Proportionate share in the common parts and facilities;

2

abm

THE SIXTH SCHEDULE ABOVE REFERRED TO

(SPECIFICATIONS)

Structure	:	Building designed on RCC frame and foundation conforming to Indian Standards and National Building Code;
Internal Walls	:	J. K. White cement putty over cement plastering;
Doors	:	Wooden frame and flush doors with veneer pasted and melamine polish, having stainless steel/brass finish handles/latches and hinges with Godrej/Acme cylindrical locks;
Windows	:	UPVC windows frame & shutters with coloured glass panel & square bar grills in Bedrooms, anodised aluminium in others & louvers in bathrooms & kitchen;
Flooring	:	Marble slab/Vitrified Tiles flooring with designer finish of Rs.100/= per sq. ft. (as per Owner's choice);
Kitchen	:	Work top in granite and ceramic tiles all around with stainless steel sink, electronic chimney and dual water line (one for water filtration and another for washing) ;
Bathroom	:	Anti skid flooring, designer ceramic tile wall dados upto door Height, CP and sanitary fittings of Kohler make concealed hot & cold water pipeline of CPVC, glass shower cubicle in master toilet;
Electrical	:	Poly- Phase concealed Copper wiring of Havells make from ground floor upto each unit with adequate electrical points including that for A/c, geysers etc. in each room/toilet with modular switches of Legrand make;
Water	:	Round the clock water supply through KMC supply augmented with deep tubewell (subject to KMC) having automated operations;
Lift	:	Adequate capacity of Otis/Schindler make;
Exterior	:	Aesthetically designed front façade of permanent nature;
Ground floor lobby:		Reception and decorated facade of Lift & lobby with murals, fountain and green patches;
Security	:	Electronic PBX connection to each unit augmented with C. C. surveillance Camera;
Others	:	Separate common toilets for male and female servants; Captive power supply during load shedding through soundless system in fully acoustic enclosure with automatic switchover; Car Wash; Personalised Mail Box;

①

ab



Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 00991 of 2013
(Serial No. 01311 of 2013)

On 11/02/2013

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

Presented for registration at 18.10 hrs on :11/02/2013, at the Private residence by Vivek Ruia, Claimant.

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

Execution is admitted on 11/02/2013 by

1. Vivek Ruia

Director, Swastic Griho Nirman Pvt. Ltd., 21/2, Ballygunge Place, Kolkata, Thana:-Gariahat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019, By Profession : ----

Identified By Kakali Tapadar, daughter of C. S. Tapadar, 21/2, Ballygunge Place, Kolkata, Thana:-Gariahat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019, By Caste: Hindu, By Profession: Service.

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 12/02/2013

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 : 5, 5(f) of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 21.00/-, on 12/02/2013

(Under Article : E = 21/- on 12/02/2013)

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.-7,39,25,186/-

Certified that the required stamp duty of this document is Rs.- 75020 /- and the Stamp duty paid as: Impresive Rs.- 260/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 49000/- is paid , by the draft number 644642, Draft Date 11/02/2013, Bank : State Bank of India, BALLYGUNGE, received on 12/02/2013
2. Rs. 26000/- is paid , by the draft number 644643, Draft Date 11/02/2013, Bank : State Bank of India, BALLYGUNGE, received on 12/02/2013

(Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR

12/02/2013 02:18:00 P

EndorsementPage 1 of 2

Dilip Kumar Das,
Advocate

Calcutta High Court

AB



Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 00991 of 2013
(Serial No. 01311 of 2013)

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

Execution is admitted on 12/02/2013 by

1. Udayan Banerjee, son of Lt. Arun Banerjee , 107, S. P. Mikherjee Rd, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026, By Caste Hindu, By Profession : ----

Identified By Kakali Tapadar, daughter of C. S. Tapadar, 21/2, Ballygunge Place, Kolkata, Thana:-Gariahat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700019, By Caste: Hindu, By Profession: Service.

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR



(Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR

12/02/2013 02:18:00 P

EndorsementPage 2 of 2

Dilip Kumar Das,
Advocate


Calcutta High Court

Abhay

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 4
Page from 4239 to 4272
being No 00991 for the year 2013.




(Arnab Basu) 13-February-2013
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. ALIPORE
West Bengal

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

SIGNED SEALED AND DELIVERED

by the OWNER at Kolkata

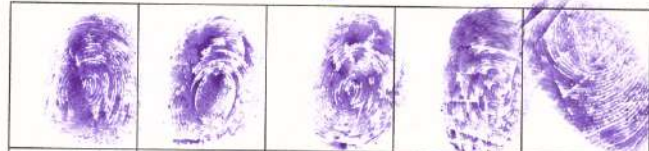
in the presence of :

(A.K. Raha)
J-1467, Flat No. 4,
C.K. Park,
New Delhi - 110019

Aditya Banerjee
[ADITYA BANERJEE]
702, B-Wing, Odyssey Bldg.,
Bhakti Park, Mumbai - 400037

Aditya Banerjee
[ADITYA BANERJEE]

Left



Right



SIGNED SEALED AND DELIVERED

by the DEVELOPER at Kolkata

in the presence of :

Uday Jalan
UDAY JALAN
135, B.R.B. BASU ROAD
KOLKATA-700001

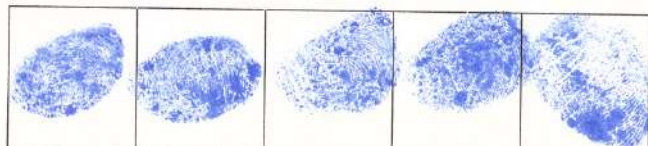
Kakali Tapadar
KAKALI TAPADAR
D/O. C. S. TAPADAR
21/2, BALLYGUNGE PLACE
KOLKATA-700019

For Swastic Griho Nirman Pvt. Ltd.

॥॥

Director

Left



Right



Drafted by:
Dilip Kumar Goel,
Advocate
Calcutta High Court

Aditya Banerjee



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

11 FEB 2013