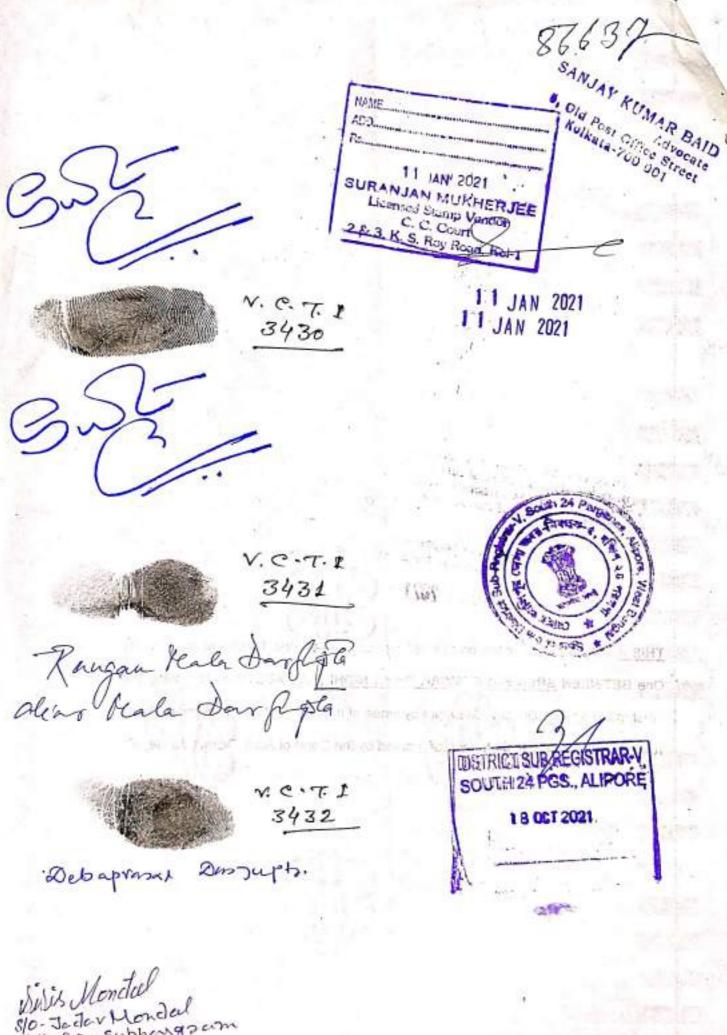


THIS AGREEMENT is made on this 18th day of October Two Thousand and Twenty
One BETWEEN SREE SREE ISWAR DAYA NIDHI (PAN ABBTS1611B) being the
Trust made by Late Dr. J.M. Dasgupta by virtue of the Last Will and Testament dated
10th August 1975 and probate thereof granted by the Court of Addl. District Judge, 8th

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So-Jeder Mondal so-Jeder Mondal vill+ P.O. - Subhers 92 am P.S. Barnipur Hallich pur, Kalkata-147. Court, Alipore South 24 Parganas on 24th August 1999 of No. 87, Ballygunge Place, Kolkata-700 019 PO Ballygunge PS Gariahat, represented by its present Trustees namely i) Smt. Ranganmala Dasgupta alias Mala Dasgupta (PAN AVYPD7702M & Aadhaar No. 8488 7511 1717), wife of Sri Debaprasad Dasgupta, an Indian national, by faith Hindu, by occupation Housewife presently residing at No. 87, Ballygunge Place, Kolkata-700 019 PO Ballygunge PS Gariahat, ii) Shrl Debaprasad Dasgupta (PAN ACHPD1923G & Aadhaar No. 4522 2654 1910) son of Late Paresh Ranjan Dasgupta an Indian national, by faith Hindu, by occupation retired presently residing at No. 87, Ballygunge Place, Kolkata-700 019 PO Ballygunge, PS Gariahat, iii) Smt. Kabita Mukherjee (PAN AEYPM0342K & Aadhaar No. 6356 8472 4644) daughter of Late Mohit Kumar Mukherjee an Indian national, by faith Hindu, by occupation Professional presently residing at No. 20B, Ballygunge Place, Kolkata-700 019 PO Ballygunge, PS Gariahat, iv) Shri Manas Dasgupta (PAN ADTPD6716A & Aadhaar No. 7306 2834 9549) son of Late Mihir Ranjan Dasgupta an Indian national, by faith Hindu, by occupation Professional presently residing at No. 20/1A, Ballygunge Place, Kolkata-700 019, PO Ballygunge, PS Gariahat, v) Shri Debasish Mukherjee (PAN ARNPM2991C & Aadhaar No. 6820 4702 1430) son of Late Subal Chandra Mukherjee an Indian national, by faith Hindu, by occupation professional presently residing at No. 70, Gangapuri, ward No. 114, Regent Park, Purba Putiary, Kolkata -700 093, PO Purba Putiary, PS Regent Park and vi) Dr. Amitrajit Dasgupta (PAN APJPD8021J & Aadhaar No. 7922 4977 1946) son of Shri Debaprasad Dasgupta an Indian national, by faith Hindu, by occupation medical practioner presently residing at No. 87, Ballygunge Place, Kolkata-700-019 PO Ballygunge PS Gariahat hereinafter referred to as the OWNER of the ONE PART AND SWASTIC PROJECTS PRIVATE LIMITED (PAN AADCS5305E) a company within the meaning of the Companies Act. 1956 and presently having its registered office situate at No. 21/2, Ballygunge Place. Kolkata 700 019, PO Ballygunge, PS Gariahat and is herein represented by one of its directors Mr. Satwic Vivek Ruia (PAN BIZPR8842M) son of Mr. Vivek Ruia an



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Indian national, by faith Hindu, by occupation Business of No. 21/2, Ballygunge Place, Kolkata 700019 PS Gariahat, PO Ballygunge, hereinafter called the DEVELOPER of the OTHER PART:

WHEREAS:

- A. By an Indenture dated 15th December 1926 and registered with the District Sub Registrar, Alipore in book No. I, volume No. 22, in pages 183 to 193, being No. 1148 for the 1927 Hindustan Co Operative Insurance Society Limited sold transferred and conveyed unto and in favour of Dr. Jatindra Mohan Dasgupta ALL THAT the piece or parcel of land containing by ad-measurement an area of about 01 bigha 07 cottahs and 04 chittacks be the same a little more or less lying situate at and/or being portion of premises Nos. 2, 3, 4, 5, 5/1, 6, Swinhoe Street and 21, Rustomji Street in Ballygunge being part of holding Nos. 50 and 53 in Mouza South Ballygunge (hereinafter referred to as the said LAND).
- B. By an Indenture dated 15th December 1926 and registered with the District Sub-Registrar at Alipore, in Book No. I, vol. No. 29, Pages 212 to 218, Being 1149 for the 1927 the said Dr. Jatindra Mohan Dasgupta mortgaged the said Land in favour of Hindustan Co-Operative Insurance Society Limited for the money, terms and manner as contained and recorded therein.
- C. The said Dr. Jatindra Mohan Dasgupta paid off the entire dues of the said Hindustan Co-Operative Insurance Society Limited and as such by an Indenture dated 21st August 1936 and registered with the District Sub-Registrar at Alipore, the said Hindustan Co-Operative Insurance Society Limited released and reconveyed in favour of Dr. Jatindra Mohan Dasgupta ALL THAT the said Land, without having any further and/or any other claim.



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- D. The said Jatindra Mohan Dasgupta constructed a two storied building on a part of the said Land and the same along with the said Land was named and numbered as municipal premises No. 87, Ballygunge Place, Kolkata 700 019 PS Gariahat in ward No. 68 of the Kolkata Municipal Corporation (hereinafter referred to as the said PREMISES) and is morefully and particularly mentioned and described in the FIRST SCHEDULE hereunder written.
- E. The said Jatindra Mohan Dasgupta (since deceased) during his lifetime made and published his last will and testament dated 10th August 1975 (hereinafter referred to as the DEED OF DEDICATION) whereby and wherein the said Jatindra Mohan Dasgupta (since deceased) upon his death dedicated, made over and bequeathed in trust for the purpose of worship of Sri Sri Iswar Daya Nidhi portrayed by the twin images of Radha Govinda ALL THAT the said Premises in the manner and upon the terms and conditions as contained and recorded therein and it was expressly stated that the 02 storied building shall house the idols of the deity and if the Trustees appointed therein desire to reside thereat they can do so, but the 02 storied building wherein the idols are consecrated should not be demolished (hereinafter wherever for the sake of brevity required is referred to as the said EXISTING BUILDING).
- F. The said Dr. Jatindra Mohan Dasgupta died testate on 30th September, 1975.
- G. Pursuance to the above considerable time having elapsed Rangan Mala Dasgupta applied for and obtained probate in case No. O. S. 04/1997 in Act 39 Case No. 302/94 in the Court of the Ld. Additional District Judge, 8th Court, Alipore, South 24 Parganas on 24th August 1999.
- H. The Owner herein thus became absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Premises free of all encumbrances,



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charges, liens, lispendens, attachments, trusts, mortgages whatsoever and/or howsoever.

- I. The said Rangan Mala Dasgupta filed an application before the Ld. District Judge at Alipore, South 24 Parganas, in Misc. Case No. 217 of 2001 under section 34 of the Indian Trusts Act, 1832 for grant of permission to develop the remaining parts and/or portions of the said Premises, after leaving out the 02 storied building housing the idols of the deities.
- J. The Ld. District Judge at Alipore, South 24 Parganas vide its order No. 20 dated 05th April 2002 allowed the application and granted permission for development of the said Premises as follows: -

"That the Misc. Case be allowed. Permission for entering into agreement with developers and permission for development or put on portion or the premises as described in the schedule so that after payment of all liabilities of the estate, the residue of the sale proceed of the owners' allocation be invested in any Branch of the State Bank of India and liberty is granted to collect the interests accrued for seva puja and festivals and for management of the Debottar Estate. Permission for execution and registration of sale deeds, if any, from out or the Owner's allocation in favour of the intending purchaser or to the nominee or nominees of the Developer is granted."

K. None of the other Trustees under the said Deed of Dedication, save and except the said Rangan Mala Dasgupta paid any heed to the affairs of the trust estate belonging to the Owner herein thus it was necessary that some other persons be appointed as the trustees and as such the said Rangan Mala Dasgupta on 10th July 2020 co – opted Debaprasad Dasgupta, Kabita Mukherjee, Manas Dasgupta, Debasish Mukherjee and Dr. Amitrajit Dasgupta as Trustees.





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- L. By the Deed of Trust dated 08th July 2021 registered with the A. R. A. IV, Kolkata in Book No. IV, volume No. 1904 2021 in pages 6612 to 6664 being No. 190400141 for the year 2021 (hereinafter referred to as the said TRUST DEED) the said Rangan Mala Dasgupta as the Managing Trustee of the one part and Debaprasad Dasgupta, Kabita Mukherjee, Manas Dasgupta, Debasish Mukherjee and Dr. Amitrajit Dasgupta collectively as the Trustee of the other part executed and Deed of Trust codifying the terms and objects as recorded in the said Deed of Dedication.
- M. Portions of the said Premises are under the occupation of one Tenant and one Trespasser as follows: -
 - State Trading Corporation in occupation of the demarcated area on the front portion;
 - ii) Jitendra Singh occupying one room on the front portion of the said Premises;
- N. Pursuance to the above the Managing Trustee and the Trustee in their meeting held on 06th October 2021 being desirous of causing the said Premises to be developed have agreed to appoint the Developer herein who is a reputed promoter as the exclusive Developer for undertaking the work of Development of the said Premises upon the terms and conditions hereinafter appearing.
- The Owner and the Developer have joined in these presents for the purpose of development of the said Premises upon the terms and conditions as hereinafter recorded.

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



ARTICLE-I-DEFINITIONS & INTERPRETATIONS



DISTRICT SUD REGISTRAR-V SOUTH 24 GS., ALIPORE 1 8 OCT 2021 (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 other person or firm who may be appointed as architects of the building by the Developer.
- 1A.2 <u>NEW BUILDING</u> shall mean the proposed multistoried building to be constructed at the said Premises in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation and other appropriate authority or authorities for construction on the said Premises.
- 1A.3 OWNER shall mean and include the said deity SREE SREE ISWAR DAYA NIDHI its administrators, legal representatives and assigns.
- 1A.4 TRUSTEES shall mean the said RANGAN MALA DASGUPTA,
 DEBAPRASAD DASGUPTA, KABITA MUKHERJEE, MANAS DASGUPTA,
 DEBASISH MUKHERJEE AND DR. AMITRAJIT DASGUPTA and their
 respective successors in office and assign/s.
- 1A.5 <u>DEVELOPER</u> shall mean and include its successor or successors in interest, transferors, nominee/s and/or assigns.
- 1A.6 <u>COMMON FACILITIES/PORTIONS</u> shall include paths passages, stairways, roof 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 said New Building.
- 1A.7 <u>CONSTRUCTED SPACE</u> shall mean the space in the said New Building available for independent use and occupation including the space demarcated for common facilities and services.
- 1A.8 PREMISES shall mean and include ALL THAT the piece or parcel of land admeasuring about 01 Bigha 07 cottahs and 04 chittacks be the same little more or less together with the two storied building and other structures standing



DISTRICT SUB REGISTRAR-V, SOUTH 24 PGS., ALIPORE, 1 8 OCT 2021 thereon and lying situate at and/or being municipal premises No. 87, Ballygunge Place, Kolkata 700 019 PS Ballygunge in ward No. 68 of the Kolkata Municipal Corporation and is morefully and particularly mentioned and described in the FIRST SCHEDULE hereunder written.

- 1A.9 PLAN shall mean the map or plan to be submitted to the Kolkata Municipal Corporation for construction of the said New Building at 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.10 OWNER'S ALLOCATION shall mean and include 50% of the entire saleable areas on the upper floors of the said New Building together with 50% of ground floor of the said New Building together with undivided proportionate share in the land comprised in the said Premises 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 SECOND SCHEDULE hereunder written.
 - 1A.11 <u>DEVELOPER'S ALLOCATION</u> shall mean and include 50% of the entire saleable areas on the upper floors of the said New Building together with 50% of ground floor of the said New Building together with undivided proportionate share in the land comprised in the said Premises together with undivided proportionate share in the common parts and facilities the details of which are mentioned and described in PART II of the SECOND SCHEDULE hereunder written.
 - 1A.12 <u>FORCE MAJEURE</u> 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



DISTRICT SUB-REGISTRAR-V SOUTH 24 PGS., ALIPORE, 1 8:007-2021. 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.13 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.14 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, 1961and 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.



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- 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".

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ARTICLE -II- REPRESENTATIONS & WARRANTIES

- 2. At or before the execution of this agreement the Trustees and each one them on behalf of the Owner have assured and represented to the Developer as follows which has been relied upon fully by the Developer and the Developer has entered into this agreement upon the representations made by the Trustees:
- a) The Owner is seized and possessed of or otherwise well and sufficiently entitled to the said Premises as the absolute owner with a marketable title in respect thereof.
- b) The said Premises is free of all encumbrances liens lispendens attachments trusts mortgages whatsoever and/or howsoever.
- c) Save and except the Trustees named herein and party to these presents, there is no other Trustee and/or shebalt and/or person whomsoever having any right under the said Deed of Dedication and/or the said Trust Deed;
- d) 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 Premises or any part thereof.
- e) The said Premises 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.
- f) No Notice of Acquisition and/or Requisition affects the said Premises nor is there any bar legal or otherwise to develop the said Premises.
- g) There is no road alignment and/or acquisition and/or attachment proceedings pending in respect of the said Premises or any part thereof.
- h) The ownership interest of the Owner in the said Premises 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 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





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by the Trustees or any one of them and/or their predecessor in office for any purpose whatsoever or howsoever

- The Trustees have not entered into any agreement for sale and/or transfer in respect of the said Premises nor have entered into any agreement for development thereof, that is subsisting as on date;
- j) All municipal rates taxes and outgoing payable in respect of the said Premises upto 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 upto the date of execution of these presents.
- k) Save and except the said State Trading Corporation and Jitendra Singh, there is no other tenant and/or occupant and/or trespasser in any part and/or portion of the said Premises and the Owner through the Trustees is in vacant peaceful and khas possession of the remaining of the entirety of the said Premises and every part thereof.
- The Owner does not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- m) The said Deed of Trust is valid and subsisting and there is no change, modification, alteration thereof.
- n) The Trustees on behalf of the Owner are competent enough to enter into this agreement and to carry out their respective obligations, as mentioned herein.
- o) The recitals to the title and other facts relating to and in respect of the said Premises herein mentioned are true and factual and the Trustees have not suppressed and/or obscured anything relating to and in respect of the said Premises to the Developer and as mentioned herein.



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ARTICLE-III-PERMISSION TO CONSTRUCT

3. That in pursuance of the said agreement and subject to the mutual obligations as are hereinafter stated between the parties hereto and in terms of Order dated 5th April, 2002 passed in Misc. Case No. 217 of 2001, the Owner doth hereby through the Trustees appoint the Developer as the exclusive Developer/Promoter for undertaking the Development of the said Premises.

ARTICLE-IV-PLANS & OTHERS

- 4.1 The Developer shall cause to have the mutation of the name of the Owner done in the records of the Kolkata Municipal Corporation and also have done the upto date assessment of taxes based on General Revision and Unit Area Assessment.
- 4.2 The existing two storied building at the said Premises, wherein the idols Radha Govindo are incarnated and worshipped by virtue of the said Deed of Dedication, shall not be demolished and the same shall always belong exclusively to the Owner.
- 4.3 The two trees which are also worshipped shall not be brought down and/or hacked, however trimming of the encroached branches may be done from time to time.
- 4.4 The layout plan of the said Premises demarcating the existing 02 storied building that is to be retained and the two Nos. trees as hereinbefore mentioned is attached to this agreement and forms integral part hereof.
- 4.5 The Developer shall at its own costs have the layout plan prepared for the New Building on the basis of the physical survey of the said Premises to be carried out and have the approval of the Trustees prior to submitting the same to the Kolkata Municipal Corporation for sanction of the building plan in respect of the New Building. The Trustees shall approve the layout plan within 45 days from the date of the same being provided by the Developer, failing which the same shall be deemed to have been approved on expiry of 45 days.





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- 4.6 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 on the said Premises 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, if there be any modification in the plan of the flats that shall belong to the Owner then the same shall be got approved in writing from the Trustees.
- 4.7 The Trustees 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.
- 4.8 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 advise 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 building on the said Premises expeditiously and without delay.
 - 4.9 The Developer shall submit in the name of the Owner 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.
- 4.10 The said New Building will be constructed erected and completed in accordance with the specification detailed out in the THIRD SCHEDULE hereunder written, HOWEVER, in the event the Developer deciding to change the specifications, the



DISTRICT SUB REGISTRAR-V SOUTH 24 PSS., AUPORE Developer shall be entitled to do so, 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.

- 4.11 The Trustees shall be liable to and agrees to pay all charges for providing any additional work in or relating to the Owner's Allocation at the request of the Trustees and for providing any additional facility or utility for the Owner's Allocation.
- 4.12 The said Trespasser Jitendra Singh shall be settled by the Owner on their own account.
- 4.13 If any area is required to be provided to any of the said Tenant and/or Trespasser, the same shall be provided out of the Owner's Allocation.
- 4.14 There are some car parking permitted inside the said Premises by the Trustee, who shall also be settled and vacated by the Owner on its own account.
- 4.15 The time period for settlement and/or vacating of the said Tenant and/or Trespasser is 24 months and should the Trustees fail to bring about the settlement with the said Tenant and/or Trespasser or any of them, the Developer shall be entitled to and is hereby authorised by the Trustees on behalf and account of the Owner to settle the said Tenant and/or Trespasser on such terms as the Developer shall deem fit and proper and for that no further and/or other consent shall be necessary or be required by the Developer. However, the Developer shall discuss the settlement being made with the said Tenant and/or Trespasser.
- 4.16 The Owner through the Trustees has handed over the Original Title Deeds and documents (hereinafter referred to as the ORIGINAL DOCUMENTS) details whereof appear in the FOURTH SCHEDULE hereunder written to the Developer and obtained receipt for the same. The Developer doth hereby undertakes and assures to return the said Original Documents to the Owner upon completion of the project in its entirety in terms hereof.



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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.

ARTICLE- VI-SPACE ALLOCATION & PAYMENTS

- 6.1 The said Existing Building shall in accordance with the said Deed of Dedication remain exclusive to the Owner under its ownership and use.
- 6.2 The Owner's Allocation is detailed out in PART I of the SECOND SCHEDULE hereunder written and the Developer's Allocation is detailed out in PART – II of the SECOND SCHEDULE hereunder written.
- 6.3 The Developer shall be entitled to deal with, sell, transfer, grant leases and/or in any way dispose of the Developer's Allocation and to receive realise and collect all sale proceeds, rents, issues and profits arising therefrom and for which no further consent of the other party shall be required.
- 6.4 The Trustees shall deal with the Owner's Allocation in the manner as contained and recorded in the said Deed of Dedication and/or the Order of the Ld. District Judge and/or the said Trust Deed.
- 6.5 Should there be any difference of area by virtue of the demarcation of the floors amongst the Owner and the Developer, as detailed out in the Second Schedule hereunder written, the same shall be adjusted out of the first floor and/or the second floor, as the case maybe.
- 6.6 In addition to the above consideration the Developer has agreed to make payment of an amount of Rs.2,50,00,000/= (Rupees Two Crores and Fifty Lakhs)



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- only to the Owner as and by way of non refundable premium amount (hereinafter referred to as the said PREMIUM AMOUNT).
- 6.6 Out of the said Premium Amount the Developer has at or before the execution of this agreement paid an amount of Rs.11,00,000/= (Rupees Eleven Lakhs) only to the Owner (the receipt whereof the Trustees do hereby on behalf of the Owner admit and acknowledge to have received as also by the memo hereunder written).
- 6.7 The balance of the said Amount shall be paid by the Developer towards vacating the said Tenant and/or Trespasser and/or payment of arrear of taxes and/or other outgoing as maybe necessary or be required for making the said Premises free of any encumbrance, and residue if any shall be paid by the Developer to the Owner after sanction of the plan by the Kolkata Municipal Corporation upon receipt of the possession of the said Premises for commencing construction thereat in terms of this agreement.
- 6.8 In the event of the Kolkata Municipal Corporation granting sanction of any additional floor, over and above the initial sanction, then in that event, of that additional floor the Owner shall be entitled to 50% of the same and the Developer shall be entitled to the remaining 50% of such additional floor and the same shall form part of the respective allocations in accordance hereof. The time period of completion of the said New Building shall also stand extended by 09 months, subject to Force Majeure, for completion of such additional floor.

ARTICLE-VII- DELIVERY OF POSSESSION

- 7.1 The Owner has simultaneously with the execution of this agreement delivered possession of one room on the ground floor of the building at the said Premises, which shall be used by the Developer in such manner as the Developer shall require, including use the same as site office during the construction period.
- 7.2 As and when any of the Tenant and/or Trespasser vacate the area under their occupation the same shall be taken over by the Developer.

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- 7.3 The Developer shall commence construction of the said New Building after receipt of the vacant possession of the front portion of the said Premises or sanction of plan by the Kolkata Municipal Corporation (whichever event shall happen later shall be the basis).
- 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 building is complete (hereinafter referred to as the COMPLETION DATE) and then the said building shall be deemed to be complete in all regards 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 36 months from the date of commencement of construction of the said New Building (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 Subject to there being no Force Majeure, prevails, any delay attributable to the Developer or Owner, as the case may be, the respective party shall be responsible and liable to pay compensation to the other party, on such quantum as may be mutually agreed upon and in the absence of any consensus in this regard, Arbitrator shall decide the same.
- 7.7 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 aforesaid. However, it shall not deter the Developer from making delivery of possession of the Developer's Allocation to its prospective buyers if the Trustees fail and/or neglect to take possession of the Owner's Allocation



SOUTH 24 PGS., ALIPORE

within 30 days from the date of issue of notice (hereinafter referred to as the said DATE OF POSSESSION).

- 7.8 Immediately after the completion of the said New Building and delivery of the possession of the Owner's Allocation the Trustees 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.
 - 7.9 The Trustees 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, after expiry of 15 days from the date of issue of notice to take possession of the Owner's Allocation upon its completion in terms hereof.

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 new building and also specification for the purpose of construction and/or workmanship and completion of the said New Building shall be final conclusive and binding on the parties.
 - 8.2 The decision of the Architect regarding the measurements, quality of the materials and also the specification for the purpose of construction will be final conclusive and binding on the parties.

ARTICLE-IX-INDEMNITY

9.1 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

8



DISTRICT SUB REGISTRAR-V SOUTH 24 PGS., ALIPORE 1 8 OCT 2021

- proceedings damages losses which may occur or take place because of any act deed matter or thing concerning the title of the said Premises.
- 9.2 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 or claims actions or proceedings thus arising.
- 9.3 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.
- 9.4 The Developer shall be solely responsible for the workmanship in the construction of the said New Building, materials used and defects if any in the workmanship and design, shall be rectified by the Developer at its own costs. The Owner shall not be held liable and/or responsible for the same.
- 9.5 The Trustees do hereby as and by way of negative covenants undertake to the Developer:
 - a. Not to encumber the said Premises.
 - Not to induct any person as a tenant or otherwise into or upon the said Premises.

ARTICLE-X-TAXES MAINTENANCE ETC

10.1 The Developer shall pay all rates & taxes on and from the date of receipt of vacant peaceful and khas possession of the portions of the said Premises wherein the construction of the said New Building is to be carried out by the Developer and prior to that the Owner shall be responsible for due discharge of all rates, taxes and outgoing in respect of the entirety of the said Premises. The Owner shall continue to remain responsible for payment of all rates and taxes in respect of the existing two storled building, which is not to be demolished.





SOUTH 24 PGS., AUPORE

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- 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 said Date of Possession the Owner shall be deemed to have taken possession of the Owner's Allocation for the purpose of making payment of the rates and taxes and common expenses and maintenance charges whether actual physical possession of the Owner's Allocation is taken or not by the Owner.
 - 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.
 - 10.4 After the said New Building is completed and the Owner's Allocation is delivered in a habitable condition the Developer and the Owner shall form an association of the Owner/occupants of the various flats in the said building with such rules and regulations as the Developer shall think fit and proper and the Owner and the Developer or its nominee/s shall be liable and agrees to make payment of the proportionate share of the maintenance charges payable in respect thereof of their respective areas.
 - 10.5 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 TRUSTEES

11.1 The Owner shall through the Trustees 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 sanctions in respect of the building to be constructed on the said Premises and authorising the Developer to represent the Owner before the Kolkata Municipal Corporation, CMDA, CESC Ltd., appropriate authority under the Urban Land (Ceiling & Regulation), Act 1976, and all other statutory authorities.



TISTRICT SUB REGISTRAR-V SOUTH 24 PGS., ALIPORE 1 8 OCT 2021

- 11.2 The Trustees on behalf of 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 Premises and for completing the construction of the building. However, the Owner/Trustee shall not incur any financial liability in this regard.
- 11.3 The Trustees on behalf of the Owner shall grant a registered power of attorney in favour of the Developer and/or its nominee/s so as to enable them to 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.

ARTICLE-XII-OBLIGATION OF THE DEVELOPER

- 12.1 The Developer hereby undertakes the responsibility to get the Building Plan sanctioned from competent authority and shall pay all costs and expenses borne in relation the same.
- 12.2 The Developer shall prepare and cause the Building Plan to be sanctioned and to incur and bear all costs, charges and expenses for preparation, design and sanctioning of the Building Plan by the Developer.
- 12.3 The Developer shall at its own cost obtain all necessary permission and/or approval and consent for sanction of plan.
- 12.4 The Developer shall bear all costs charges and expenses for construction of the said New Building at the said Premises.
- 12.5 The Developer shall construct the New Building in good substantial and workmanlike manner and use new and good quality of materials. The general specifications and/or materials to be used for construction erection and



DISTRICT SUB-REGISTRAR-V. SOUTH 24 PGS., ALIPORE 1 8 OCT 2021 completion of the Owners' Allocation shall be as more fully and particularly described in the THIRD SCHEDULE hereunder written.

- 12.6 It is further agreed that if any financial liability is created by the Developer during the construction of the said New Building, the same shall be solely on the Developer and the Owners shall not be liable in any manner whatsoever, similarly, if any financial liability is created by the Trustees during the construction of the said New Building, the same shall be solely on the Owner and the Developer shall not be liable in any manner whatsoever.
- 12.7 The Developer shall be solely responsible to look after, supervise manage and administer the progress and day to day work of construction of the proposed New Building/s and shall not violate any Municipal or other statutory rules and laws and abide by and observe the rules procedures and practices usually followed in making construction of New Building/s and shall indemnify the Owner for causing loss, if any, due to the action of the Developer, only in respect of any of the aforementioned violations, if any.
 - 12.8 The Developer shall return the original documents upon completion of the project to the Owner.
 - 12.9 The Developer shall not be entitled to mortgage the said Original Documents and/or to create charges on the said Premises, however, the intending purchasers of various flats forming part of the Developer's Allocation shall be entitled to obtain financial assistance by taking housing loan from any bank and/or institution and there shall not be any bar in this regard, the Developer shall be entitled to give NOC and other requisites as may be necessary or be required in respect of the Developer's Allocation.



DISTRICT SUB-REGISTRAR V SOUTH 24 PGS., ALIPORIT

ARTICLE-XIII- MUTUAL OBLIGATION

- 13.1 The Owner and the Developer hereby agrees and covenants with each other not to violate or contravene any of the provisions of Rules applicable for construction of the said building or buildings at the said Premises.
- 13.2 The Owner and the Developer hereby agrees and covenants 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.
- 13.3 The Owner hereby agrees and covenants with the Developer to join and confirm all documents of transfer relating to sale of the Developer's Allocation in the said New Building at the said Premises and vice versa.
- 13.4 The Developer hereby agrees and covenants with the Owner not to transfer and/or assign the benefits of this agreement in its entirety.
- 13.5 The respective parties i.e. both the Owner and the Developer shall be liable for payment of all outgoing towards GST, or any other tax, cess, levy and/or statutory outgoing of any nature whatsoever and/or howsoever in accordance with the law in respect of their respective allocations, however no tax of any nature is payable by the Owner in respect of the materials procured by the Developer and/or any services availed by the Developer in respect of the development of the said Premises. All such liability is only in respect of the respective allocations as applicable in accordance with law.
- 13.6 The activities that are stated in the said Deed of Dedication including holding of festivals within the said two storied existing building by the Trustee shall be carried out by the Trustees on their own account. Procession of the rath on the occasion of the rath yatra shall be done and no person owning and/or occupying any area/unit/flat in the said New Building shall pre-empt and/or prevent the same under any circumstances.



DISTRICT SUB REGISTRAR-V SOUTH 24 PGS., ALIPORE 1 8 QCT 2021 13.7 The name of the said New Building shall always remain to be "Shri Ramniwas" and the same shall not be changed, modified and/or altered by any person whomsoever and/or howsoever.

ARTICLE-XIV-BREACH AND CONSEQUENCES

14.1 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 compensation to make good the loss sustained by the aggrieved party on account of such breach from the party committing the breach.

ARTICLE - XV - ARBITRATION & JURISDICTION

- 15.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents and/or the said Premises or determination of any liability (including damages) either during subsistence of this Agreement or after expiry thereof shall be referred to the arbitration of Two arbitrators, one to be appointed by the Owner and the Second to be appointed by the Developer (hereinafter referred to as "the Arbitrators").
- 15.2 The same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being thereto in force.
- 15.3 The Arbitrators will have summary powers and will be entitled to set up their own procedure
- 15.4 The Arbitrators shall have power to give interim awards and/or directions.
- 15.5 The place of arbitration shall be at Kolkata and shall be conducted in English language.
- 15.6 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.

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BISTRICT SUB-REGISTRAR-V SOUTH 24 PGS., ALIPORE 1 8 001 2021

THE FIRST SCHEDULE ABOVE REFERRED TO

(PREMISES)

ALL THAT the piece or parcel of land containing by ad-measurement an area of about 1 Bigha 7 Cottahs and 4 Chittacks be the same little more or less together with the two storied building and other structures standing thereon and lying situate at and/or being municipal premises No. 87, Ballygunge Place, Kolkata 700 019 PS Gariahat in ward No. 68 of the Kolkata Municipal Corporation, Sub Registry Office Alipore and is butted and bounded in the manner as follows: -

On the North:

By municipal premises No. 88, Ballygunge Place;

On the East :

By 40 feet wide KMC Road;

On the South :

By municipal premises No. 86, Ballygunge Place;

On the West :

Partly by municipal premises No. 21 and partly by

municipal premises No. 22 Rustomji Street;

OR HOWSOEVER OTHERWISE the same are is was or were heretoforebutted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO

(ALLOCATIONS)

PART - I OWNER'S ALLOCATION

- 50% of the entire saleable areas of upper floors of the said New Building so as to comprise of:
 - i. The entire first floor of the said New Building;
 - ii. The entire third floor of the said New Building;
 - iii. The entire fifth floor of the said New Building;
 - The entire seventh floor of the said New Building;
 - The entire ninth floor of the said New Building;
 - vi. The entire eleventh floor of the said New Building;





DISTRICT SUB REGISTRAR-V SOUTH 24 PGS., ALIPORE

- 50% of the ground floor (including car parking spaces) of the said New Building after providing for the common parts and portions thereat;
- 3. Undivided proportionate share in the land comprised in the said Premises;
- Undivided Proportionate share in the common parts and facilities;

PART - II DEVELOPER'S ALLOCATION

- 50% of the entire saleable areas of upper floors of the said New Building so as to comprise of:
 - i: The entire second floor of the said New Building;
 - ii. The entire fourth floor of the said New Building:
 - iii. The entire sixth floor of the said New Building;
 - The entire eighth floor of the said New Building;
 - The entire tenth floor of the said New Building;
 - vi. The entire twelfth floor of the said New Building;
 - 50% of the ground floor of the said New Building after providing for the common parts and portions thereat;
 - Undivided proportionate share in the land comprised in the said Premises;
 - Undivided proportionate share in the common parts and portions to comprise in the said New Building and Premises;



DISTRICT SUB REGISTRAR-V SOUTH 24 PGS., ALIPORE 1 8 OCT 2021

THE THIRD SCHEDULE ABOVE REFERRED TO

(SPECIFICATIONS)

Structure

Building designed on RCC frame and foundation conforming to

Indian Standards and National Building Code;

Internal Walls

Plaster of paris putty over cement plastering;

Doors

Wooden frame and flush doors of ISI approved brand;

Windows

Powder Coated aluminum frame & sliding with 05mm glassed

panel with M. S. Grill;

Flooring

Vitirified tiles/Marble flooring (as approved by the Architect) in the flat, anti-skid tile flooring in Kitchen, Toilet & Balcony, Black

stone/Kota flooring in Stairs & Common areas;

Kitchen

Work top in granite and regular colour ceramic tiles above

counter with Stainless Steel sink;

Bathroom

Wall dados with regular colour ceramic tiles upto door height with ISI CP fittings, concealed hot & cold water pipeline with

sanitaryware of Hindustan make;

Electrical

Concealed Copper wiring provided from ground floor upto each

unit with adequate electrical points with modular switches of

Crabtree make;

Water

Round the clock water supply through KMC supply:

Lift

: MRL Automatic, adequate capacity of repute make;

Exterior

: Aesthetically designed front façade:

Power Back Up :

Soundless genset system in fully acoustic enclosure for all

common facilities including lift;

Ground floor lobby: Decorated facade of Lift & lobby:

Others

: Common toilet for servants:

Car Wash;

Personalised Mail Box:



GISTRICT SUB REGISTRAR-V SOUTH 24 PGS., ALIPORE 1 8 QCT 2021 <u>IN WITNESS WHEREOF</u> 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** through its Trustees

at Kolkata in the presence of:

" Selis Mondael

vIV+P.O.-Subhasgram

P.S. Borniper Kulkuta-147

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For Sree Sree Iswar Daya Nidhi

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(Trustee)

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For Sree Sree Iswar Daya Nidhi

Delastich Makherla.

(Trustee)

For Stoo Stoo Iswar Daya Nidhi Amistroffit Dasgusta

SIGNED SEALED AND DELIVERED

by the **DEVELOPER** at Kolkata

in the presence of:

r Visis Mondal

2) Pradrag Roy

For Swastic Projects Pvt. Lid.

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Drafted by man gord Diety temps gord AGINER COURT



DISTRICT SUB REGISTRAR-V SOUTH 24 PGS., ALIPORE RECEIVED of and from the within named

DEVELOPER the within mentioned amount of

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in part payment of the non - refundable premium amount in terms hereof and in the manner as follows:

MEMO OF CONSIDERATION

Date	Cheque No.	Drawn On	Amount Rs.	In favour of
22.06.2020	003115	Kotak Mahindra Bank	50,000/=	Mala Dasgupta
22.06.2020	003116	Kotak Mahindra Bank	3,50,000/=	Mala Dasgupta
18.02.2021	Payment of	arrear taxes of KMC	2,92,908/=	Kolkata Municipal Corporation
18.10.2021	Paym	Payment of taxes of KMC		- Do –
18.10.2021	Payment of taxes of KMC 1,1		1,19,692/=	- Do -
18.10.2021	004406	Kotak Mahindra Bank	1,16,786/=	Sree Sree Iswar
(Rupees Ele	even Lakhs) onl	TDS y Rs	1,10,000/= .11.00,000/=	Daya Nidhi

Witnesses: For Sies Sies Iswar Daya Nichil

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Prader Roy

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For Sree Sree Iswar Daya Nidhi

Kabita Houtheyce (Trustee)

For Sree Sree Iswar Daya Nidhi

Debashirt Mukhenger. (Trustee)

For Sree Sree Iswar Daya Nidhi Manas soagn fite (Trustee)

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OWNER



DISTRICT SUBJECTION V SOUTH 24 PGS., ALIPORE 1 0 001 2021

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For Sree Sree Iswar Daya Nidh'

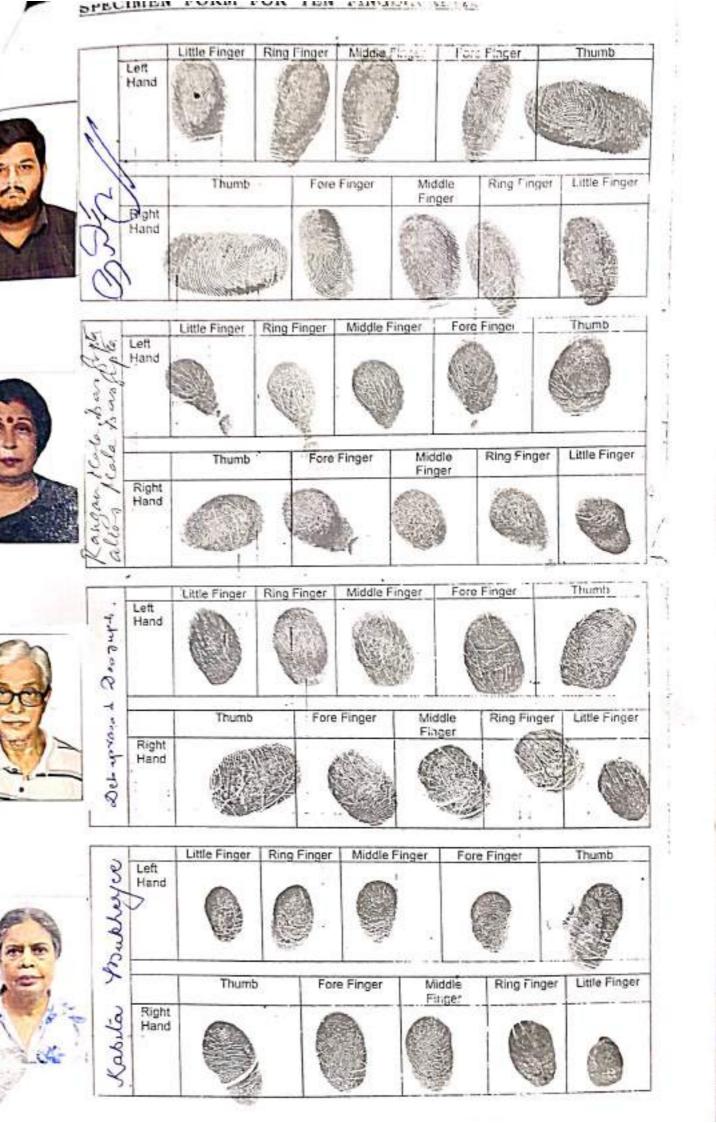
For Sree Sree Iswar Daya Nidhi

Director



DISTRICT SUB-REGISTRAR-V SOUTH 24 PGS., ALIPORE

1 8 OCT 2021





DISTRICT SUB REGISTRAR-V SOUTH 24 PGS., ALIPORE 1 8 QCT 2021





DISTRICT SUB REGISTRAR-V SOUTH 24 PGS., ALIPORE 1 8 901 2021



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

GRN Details

GRN: 192021220097397148

GRN Date: 16/10/2021 14:59:25

BRN: 9499960325033

Gateway Ref ID: 202128961657307

Payment Status: Successful Payment Mode:

Online Payment (SBI Epay)

Bank/Gateway:

SBIePay Payment Gateway

BRN Date:

16/10/2021 15:10:25

Method:

State Bank of India New PG

CC

Payment Ref. No:

2002043509/3/2021

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

Swastic Projects Private Limited

Address:

21/2, Ballygunge Place Kolkata 700019

Mobile:

9831312355

Depositor Status:

Buyer/Claimants

Query No:

2002043509

Applicant's Name:

Mr Sisir Mondal

Identification No:

2002043509/3/2021

Remarks:

Sale, Development Agreement or Construction agreement

Payment Details

Sl. No. Payment ID		Head of A/C Description	Head of A/C Amount (₹)	
1	2002043509/3/2021	Property Registration- Stamp duty	0030-02-103-003-02	74971
2	2002043509/3/2021	Property Registration- Registration Fees	0030-03-104-001-16	11021

Total

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IN WORDS:

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DISTRICT SUB REGISTRAR-V SOUTH 24 PGS., ALIPORE, 1 8 OCT 2021.



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Income Tax PAN Services Unit, NSDL 4h Faor, Martin Steffer, Plot No. 341, Servey No. 9920, Model Colony, Near Deep Bungalow Chamb. Pare - 411.016.1 Tel: 91-26-2721 Spea Fax VI 24-2721 Spea.

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Address: 87 BALLYGUNGE PLACE, KOLKATA -19, Bullygunge S.O., Ballygunge, Koltuta, West Bengal, 700019

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KABITA MUKHERJEE





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OF BED DATE OF BERTH 29-10-1953

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COMMISSIONER OF INCOME-TAX, VI.b. - XI

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Address: D/O: Moht Kumar Mukleryee, 20 6, BACCYGUNGE PLACE. . BAllygunge, Kolkata, West Bengal - 702019

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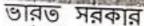
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- পরিচ্নের প্রমাণ অনলাইন প্রমাণীকরণ ছারা লাভ

INFORMATION

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- To establish identity, authenticate online
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- অধার ভবিষাতে সরকারী ও বেসরকারী পরিংধকা প্রান্তির মহাত্রক হবে।
- Aadhaar is valid throughout the country
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- THE PROPERTY

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्यक्ट नध्या / Your Aadhaar No. :

7306 2834 9549

আমার কালে, আমার পরিচয়



ভারত সরকার Government of India

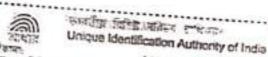


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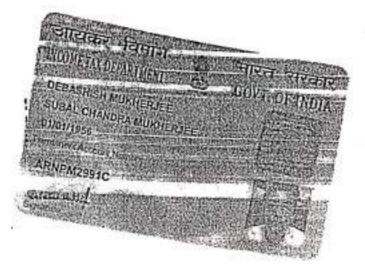
West Bangsi, 700019

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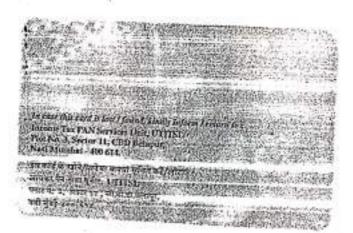




Moras Dashipte



Debashish Merkherfer.



Jebanhish Kukherfee.





Government of India सरकार

आधार पहचान का प्रमाण है, नागरिकता का नहीं।

सूचना

A STATE

पहचान का प्रमान ऑनलाईन ऑथन्टीकेशन द्वारा प्राप्त करें।

Enrolment No.: 1183/63055/04032

8/O Late Subal Chandra Mukherjee Dobeshish Mukhorjee 70 Ganga Puri,Ward 114 Regent Purk Purba Pudary S.O. West Bengal 700093 Purba Pullary Kolkata 0630939927



आपका आधार क्रमांक / Your Aadhaar No. :

आधार — आम आदमी का अधिकार 6820 4702 1430

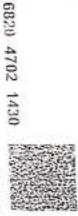
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GOVERNMENT OF INDIA . भारत सरकार

Year of Birth: 1956 Doboshish Mukherjee







10)

Emma.

आवार देश भर में मान्य है।

Aadhaar is proof of identity, not of citizenship.

NFORMATION

To establish identity, authenticate online.

उठाने में चपयोगी होगा। आधार चरिष्य में सरकारी और गैर-सरकारी सेवाओं का लाग

Aadhaar is valid throughout the country

and Non-Government services in future. Andhaar will be helpful in availing Government

UNIQUE IDENTIFICATION AUTHORITY OF INDIA धार्मारतीयङ्गिरिम्स=भहतान प्राधिकरण >ई

Genga Puri, Ward 114, Regent Park, Purba SIO Lata Subal Chandra Muldharjeo, 70 Pullary S O, Purka Pullary, Kolkata, West Bonyst, 700093

> Deboshih Mukherfe.



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In case this and is lost I found, kindly inform I return to a Income Ton PAS Services Call, UTITISL Part No. 2, Service II, CED Belapur, Novi Manchai - 400 GM.

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ভাগিকাচ্ডির আই টি / Enrollment No.: 1040/21041/01728

Amitrajit Dasgupta 87 BALLYGUNGE PLACE Ballygunge Circus Avenue Kolkata West Bergal 700019

MN619003274FT



আপনার প্রান্থা / Your Aschaar No.:

7922 4977 1946.

– সাধারণ মানুষের অধিকার



ভারত সরকার

Government of Indian comment ে অধিপ্রতির সমেশুর

Amitraji Dasgupta

পিতা : দেবপদাস মাসঞ্জ Father: Debapased Dasgupta

रमधारतीय / DOB : 09/01/1990



7922 4977 1946

াখার – সাধারণ মানুষের অধিকার

Anistrojit Dasgup

Suitrajet Dasgouth

भाई केवा कंटन IPERMANENT ACCOUNT NUMBER AADCS5305E



THE NAME

SWASTIC PROJECTS PVT LTD

नियम अने की तिथि DATE OF INCORPORATION FORMATION

16-07-1993

Estas

कारकर कांचुक, ५.४.Ж

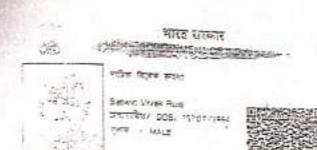
COMMISSIONER OF INCOME-TAX, W.B.

THIS XEROX IS ATTACHED AND
GIVE ONLY FOR PURPOSE OF
KYC OF 2005/TELP & development
agreement of 87 Bally grage Place
Ut the 200079 Place

72

इस कार्ड के को / किस जाने पर कृष्या जारी करने वाले प्राधिकारी को सूचित / श्राप्त कर मूँ, संपूक्त आवकर आयुक्त(च्छित एवं तकनीकी), मी-7, भीरनी स्वकायर, कलकता - 700 069.

In case this card is lest/found, kindly inform/return to the issuing authority: Joint Commissioner of Income-tax(Systems & Technical), P-7, Chowringhee Square, Calcutts- 700 069,



3759 4046 5326 E

আনার আধার, আনার পরিচয়

THIS XEROX IS ATTACHED AND
GIVE ONLY FOR PURPOSE OF
KYC OF PROSENE & development
Or remaining grant g 87 Ballygage
Mare, restract 200019

भारतीय विशिष्ट पहुचान प्राचिकरण एडट्टी अस्तुमानिक सामानिकाम OF INDIA

Address

ুবার প্রায় হার মানিপর.

21/2, BALLYGUNGE PLACE, Ballygunge, Kolkata, West Bengal - 700019

MELTIS BILDIE MECELLIS II DI

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F.O. Bus No. 1947. Employee 669 001

आयकर विमाग INCOME TAX DEPARTMENT

SATWIC V RUIA

VIVEK RUIA

15/07/1994

Permanent Account Number

BIZPR8842M

Signature

मारत सरकार GOVT. OF INDIA



THIS XEROX IS ATTACHED AND

GIVE ONLY FOR PURPOSE OF

KYC OF legistration of Development

Agreement of 87, Ballyguage

(ace, Vallace 70019

इतकार्दकं खांने / साने सरक्षाचा सुमितकरें / सीटाएं : आवयन पन सेवाइकाई, एन एक की एक तीतारी मंत्रील, समायत चेंवर्स, क्षांत्र देशिकोन एवस्पॅन के मानदीक, वानेर,पुना-411045

If this card is lost / someone's lost card is found, please inform / return to:
Income Tax PAN Services Unit, NSDL
- lod Floor, Supplier Chambers,
Near Baper Telephone Exchange,
Baner, Pune - 411 045

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081 n-mail: tizinfo@asdl.co.in



Government of West Bengal Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS, District Name :South 24-Parganas Signature / LTI Sheet of Query No/Year 16302002043509/2021

No.	Name of the Executant	Category	Photo	ution at Private Res	I CONTRACTOR OF THE PARTY OF TH
1	Mrs Ranganmala Dasgupta Alias Mrs Mala Dasgupta 87 Ballygunge Place, City:- , P.O:- Ballygunge, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019	Represent ative of Land Lord [Sree Sree Iswar Daya Nidhi]		Tinger Print	Signature with date and from King and from the control of the cont
SI No.	Name of the Executant	Category	(a)	Finger Print	Signature with
2	Gariobas Di	Represent ative of Land Lord [Sree Sree Iswar Daya Nidhi]			Son gupto . 21 01.81
SI No.	Name of the Executant	Category		Finger Print	Signature with
l	20 B Ballygunge Place, City:- , P.O:- Ballygunge, P.S:-Gariahat, District:- South 24-Parganas, West Bengal, India,	Represent ative of and Lord [Sree ree Iswar Daya Nidhi]			date leader of 81



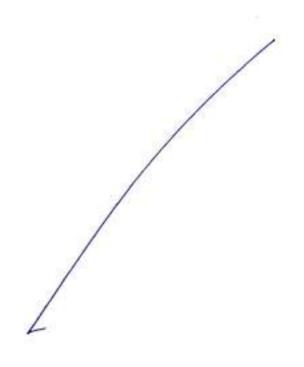
- 1	Name of the Execu	e of the Person(s) a	Idmitting the Execu	rtion at Private Res	idence.
4	Mr Manas Dasgupta 20/1A Ballygunge Pla 20/1A Ballygunge Pla City:-, P.O:- Ballygur P.S:-Garlahat, Distric South 24-Parganas, West Bengal, India, PIN:- 700019	Represent ace, ative of Land Lord t:- [Sree Sree Iswar Daya		Finger Print	Signature with date
SI No.	Name of the Every	Nidhi] ant Category	Photo	Finger Print	Signature with
5	Mr DebasHish Mukherjee 70 Gangapuri Ward No 11 Regent Park Purba Putiary, City:- Kolkata, P.O:- Regent Park, P.S Regent Park, District:- Kolkata, West Bengal, India, PIN:- 700093	(Sree			tashirt Hukkeyte.
SI No.	Name of the Executan	t Category		Finger Print	Signature with
	Mr Amitrajit Dasgupta 87 Ballygunge Place, City:- , P.O:- Ballygunge, P.S:-Gariahat, District:- South 24-Parganas, West Bengal, India, PIN:- 700019	Represent ative of Land Lord [Sree Sree Iswar Daya Nidhi]			sololo,
SI I	Name of the Executant			Finger Print S	Signature with
Ci P.: So We	1/2 Ballygunge Place, ty:- , P.O:- Ballygunge, S:-Garlahat, District:- uth 24-Parganas,	Represent ative of Developer [Swastic Projects			Nate Hoolo



No.	Name and Address of identifier	Identifier of	Photo	Fire 84.4	
	Mondal Petua Mondal Para O Ruidaspara Mallikpur Baruinus Co	Mrs Ranganmala Dasgupta, Mr Debaprasad Dasgupta, Mrs Kabita Mukherjee, Mr Manas Dasgupta, Mr DebasHi Mukherjee, Mr Amitrajir Mr Satwic Vivek Ruia		Finger Print	Signature with Mondal 1810.2021

(Rita Locha)
DISTRICT SUBREGISTRAR

OFFICE OF THE D.S.R. -V SOUTH 24-PARGANAS South 24-Parganas, West Bengal







Major Information of the Deed

od No:	I-1630-04304/2021			
guery No / Year	1630-2003042500/200	Date of Registration	21/10/2021	
Query Date	1630-2002043509/2021	Office where deed is n	egistered	
	05/10/2021 6:57:21 PM	1630-2002043509/2021		
Applicant Name, Address & Other Details	Sisir Mondal Petua Mondal Para O Ruidaspari Baruipur, District : South 24-Parg 9748949141, Status :Deed Write	a Mallikpur Barui Pur South 24	Porganie Thans	
Transaction		The second secon		
[0110] Sale, Development	Agreement or Construction	Additional Transaction		
	Agreement or Construction	[No of Agreement : 2], [ovable Property, Agreement 4311] Other than sceipt [Rs: 11,00,000/-]	
Set Forth value	AND AND PUBLISHED BY MINE STORY	Market Value	and the state of t	
Rs. 1/-		Rs. 17,67,91,406/-		
Stampduty Paid(SD)	STATE OF THE STATE OF	Registration Fee Paid	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Rs. 75,021/- (Article:48(g))		Rs. 11,053/- (Article:E,	F B)	
Remarks	Received Rs. 50/- (FIFTY only area)			

Land Details:

District: South 24-Parganas, P.S:- Gariahat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ballygunge Place, , Premises No: 87, , Ward No: 068 Pin Code : 700019

Sch No	Plot Number	Khatian Number		Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1 (RS :-	(RS:-)		Bastu		1 Bigha 7 Katha 4 Chatak	1/-	17,67,91,406/-	Property is on Road
	Grand	Total:			44.9625Dec	1/-	1767,91,406 /-	

Land Lord Details:

SI No	Name,Address,Photo,Finger print and Signature
1	Sree Sree Iswar Daya Nidhi 87 Ballygunge Place, City:-, P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, PAN No.:: ABxxxxxx1B, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative, Executed by: Representative

Developer Details:

SI No	Name,Address,Photo,Finger print and Signature
	Swastic Projects Pvt Ltd 21/2 Ballygunge Place, Block/Sector: Ballygunge, City:-, P.O:- Ballygunge, P.S:-Gariahat, District:-South 24- Parganas, West Bengal, India, PIN:- 700019, PAN No.:: AAxxxxxx5E, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

	sentative Details:
	Name, Address, Photo, Finger print and Signature
1	Mrs Ranganmala Dasgupta, (Alias Name: Mrs Mala Dasgupta) Wife of Mr Debaprasad Dasgupta 87 Ballygunge Place, City:-, P.O:- Ballygunge, P.S:-Gariahat, District:- South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, , PAN No.:: AVxxxxxx2M, Aadhaar No: 84xxxxxxxx1717 Status: Representative, Representative of: Sree Sree Iswar Daya Nidhi (as Trustee)
2	Mr Debaprasad Dasgupta Son of Late Paresh Ranjan Dasgupta 87 Ballygunge Place, City:-, P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, , PAN No.:: ACxxxxxx3G, Aadhaar No: 45xxxxxxxx1910 Status: Representative, Representative of: Sree Sree Iswar Daya Nidhi (as Trustee)
3	Mrs Kabita Mukherjee Daughter of Late Mohit Kumar Mukherjee 20 B Ballygunge Place, City:-, P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Female, By Caste: Hindu, Occupation: Professionals, Citizen of: India, , PAN No.:: AExxxxxx2K, Aadhaar No: 63xxxxxxxx4644 Status: Representative, Representative of: Sree Sree Iswar Daya Nidhi (as Trustee)
4	Mr Manas Dasgupta Son of Late Mihir Ranjan Dasgupta 20/1A Ballygunge Place, City:-, P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India, PAN No.:: ADxxxxxxx6A, Aadhaar No: 73xxxxxxxxx9549 Status: Representative, Representative of: Sree Sree Iswar Daya Nidhi (as Trustee)
5	Mr DebasHish Mukherjee Son of Late Subal Chandra Mukherjee 70 Gangapuri Ward No 114 Regent Park Purba Putiary, City:- Kolkata, P.O:- Regent Park, P.S:-Regent Park, District:-Kolkata, West Bengal, India, PIN:- 700093, Sex Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ARxxxxxx1C, Aadhaar No: 68xxxxxxxxx1430 Status: Representative, Representative of: Sree Sree Iswar Daya Nidhi (as Trustee)
6	Mr Amitrajit Dasgupta Son of Mr Debaprasad Dasgupta 87 Ballygunge Place, City:- , P.O:- Ballygunge, P.S:-Gariahat, District:-

7 Mr Satwic Vivek Rula (Presentant) Son of Mr Vivek Rula 21/2 Ballygunge Place, 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.:: Blxxxxxx2M, Aadhaar No: 37xxxxxxxx5326 Status : Representative, Representative of : Swastic Projects Pvt Ltd (as Director)

South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: APxxxxxxx1J, Aadhaar No: 79xxxxxxxx1946 Status :

Representative, Representative of : Sree Sree Iswar Daya Nidhi (as Trustee)

Identifier Details:

Name	Photo	Finger Print	Signature	3100
Mr Sisir Mondal Son of Mr Jadav Mondal Petua Mondal Para O Ruidaspara Mallikpur Baruipur, City:- Baruipur, P.O:- Baruipur, P.S:-Baruipur, District:-South 24- Parganas, West Bengal, India, PIN:- 700147				

Identifier Of Mrs Ranganmala Dasgupta, Mr Debaprasad Dasgupta, Mrs Kabita Mukherjee, Mr Manas Dasgupta, Mr DebasHish Mukherjee, Mr Amitrajit Dasgupta, Mr Satwic Vivek Ruia

er of property for L1		
From	To. with area (Name-Area)	1100
	Swastic Projects Pvt Ltd-44.9625 Dec	

18-10-2021

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

presented for registration at 17:45 hrs on 18-10-2021, at the Private residence by Mr. Satwic Vivek Ruia ...

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 17,67,91,406/-

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

Execution is admitted on 18-10-2021 by Mr Satwic Vivek Ruia, Director, Swastic Projects Pvt Ltd (Private Limited Company), 21/2 Ballygunge Place, Block/Sector: Ballygunge, City:-, P.O:- Ballygunge, P.S:-Gariahat, District:-South 24 -Parganas, West Bengal, India, PIN:- 700019

Indetified by Mr Sisir Mondal, . , Son of Mr Jadav Mondal, Petua Mondal Para O Ruidaspara Mallikpur Baruipur, P.O: Baruipur, Thana: Baruipur, . City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700147, by caste Hindu, by profession Service

Execution is admitted on 18-10-2021 by Mrs Ranganmala Dasgupta, , Mrs Mala Dasgupta Trustee, Sree Sree Iswar Daya Nidhi (Trust), 87 Ballygunge Place, City:- , P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019

Indetified by Mr Sisir Mondal, , , Son of Mr Jadav Mondal, Petua Mondal Para O Ruidaspara Mallikpur Baruipur, P.O; Baruipur, Thana: Baruipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700147, by caste Hindu, by profession Service

Execution is admitted on 18-10-2021 by Mr Debaprasad Dasgupta, Trustee, Sree Sree Iswar Daya Nidhi (Trust), 87 Ballygunge Place, City:-, P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:-700019

Indetified by Mr Sisir Mondal, , , Son of Mr Jadav Mondal, Petua Mondal Para O Ruidaspara Mallikpur Baruipur, P.O: Baruipur, Thana: Baruipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700147, by caste Hindu, by profession Service

Execution is admitted on 18-10-2021 by Mrs Kabita Mukherjee, Trustee, Sree Sree Iswar Daya Nidhi (Trust), 87 Ballygunge Place, City:-, P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:-

Indetified by Mr Sisir Mondal, , , Son of Mr Jadav Mondal, Petua Mondal Para O Ruidaspara Mallikpur Baruipur, P.O: Baruipur, Thana: Baruipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700147, by caste Hindu, by profession Service

Execution is admitted on 18-10-2021 by Mr Manas Dasgupta, Trustee, Sree Sree Iswar Daya Nidhi (Trust), 87 Ballygunge Place, City:-, P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:-700019

Indetified by Mr Sisir Mondal, , , Son of Mr Jadav Mondal, Petua Mondal Para O Ruidaspara Mallikpur Baruipur, P.O: Baruipur, Thana; Baruipur, , City/Town; BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700147, by caste Hindu, by profession Service

Execution is admitted on 18-10-2021 by Mr DebasHish Mukherjee, Trustee, Sree Sree Iswar Daya Nidhi (Trust), 87 Ballygunge Place, City:-, P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:-700019

Indetified by Mr Sisir Mondal, , , Son of Mr Jadav Mondal, Petua Mondal Para O Ruidaspara Mallikpur Baruipur, P.O: Baruipur, Thana: Baruipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700147, by caste Hindu, by profession Service

Execution is admitted on 18-10-2021 by Mr Amitrajit Dasgupta, Trustee, Sree Sree Iswar Daya Nidhi (Trust), 87 Ballygunge Place, City:-, P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:-700019

od by Mr Sisir Mondal, , , Son of Mr Jadav Mondal, Petua Mondal Para O Ruldaspara Mallikpur Barulpur, P.O. pur, Thana: Barulpur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700147, by Pindu, by profession Service

12.

Rita Lepcha DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 21-10-2021

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

Admissible under rule 21 of West Bengel 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 11,063/- (B = Rs 11,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 11,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/10/2021 3:01PM with Govt. Ref. No: 192021220097397148 on 16-10-2021, Amount Rs: 11,021/-, Bank; SBI EPay (SBIoPay), Ref. No. 9499960325033 on 16-10-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stomp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 74,971/-

Description of Stamp

 Stamp: Type: Impressed, Serial no 86637, Amount: Rs.50/-, Date of Purchase: 11/01/2021, Vendor name: Suranjan Mukherice

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/10/2021 3:01PM with Govt. Ref. No: 192021220097397148 on 16-10-2021, Amount Rs: 74,971/-, Bank: SBI EPay (SBIePay), Ref. No. 9499960325033 on 16-10-2021, Head of Account 0030-02-103-003-02

TV.

Rita Lepcha DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1630-2021, Page from 160786 to 160846 being No 163004304 for the year 2021.



Digitally signed by RITA LEPCHA DAS Date: 2021.11.24 16:21:49 -08:00 Reason: Digital Signing of Deed.

y

(Rita Lepcha) 2021/11/24 04:21:49 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS West Bengal.

(This document is digitally signed.)