

6-3-2018 JUN 2022

THIS AGREEMENT is made this 66 day of March Two Thousand and Eighteen BETWEEN

JAYAT KUMAR DEY (Income Tax PAN AOAPD6049L) son of Late Amal Kumar Dey by faith Hindu, by occupation Retired presently residing at No. 54A, Hazra Road, Kolkata 700

019 PS Gariahat hereinafter referred to as the OWNER of the ONE PART AND SWASTIC

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> Trilok Chand Maita Sin tate Mai abir Pressal Naita 46, Condier Roy Road Kalkata - Tell Utal

SANJAY KUMAR BAID Advocate NAME 8, Old Post Office Street ADD. Kelkata-700 001 - 8 MAR 2017 SURANJAN MUKHERJEE Licensed Stamp Vendor C. C. Court 2 % S. K. S. Roy Road, Kol-1 8 MAR 2017 - 8 MAR 2017 March & Annews and and artifacted BUILD AND A SERVICE TO A TOTAL STATE OF STATE OF THE PARTY managers up de Jayat Kumar Day

Signature.

Trilok Chand Naita S/o Late Mahabir Prasad Naita 46, Sreedhar Roy Road

Kolkata - 700 039

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



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PROJECTS PRIVATE LIMITED (Income Tax 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 (Income Tax PAN BIZPR8842M) by faith Hindu, by occupation Business, of No. 21/2, Ballygunge Place, Kolkata 700019 PS Gariahat, PO Ballygunge, hereinafter referred to the <u>DEVELOPER</u> of the OTHER PART:





SANJAY KUMAR BAID Advecate

- 8 MAR 2017 SURANJAN MUKHERJEE

Licensed Stamp Vendor
C. C. Court
2 & 3 K-S Roy Road, Kol-1

8 MAR 2017

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WHEREAS:

A. By an Indenture dated 17th December 1945 and registered with the Sadar Registration Office at Alipore in Book No. I, volume No. 80 in pages 38 to 50 being No. 3729 of 1945 Ananda Kumar Mukherjee, Arya Kumar Mukherjee and Jyotsna Mukherjee with the consent and concurrence of Florence Mukherjee sold transferred and conveyed unto and



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SANJAY KUMAR BAID

8. Old Post Office Street

- 8 MAR 2017

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in favour of Amal Kumar Dey ALL THAT the piece or parcel of land containing by admeasurement an area of 19 cottahs 03 chittacks and 10 sq. ft. be the same a little more
or less lying situate at and/or being portions of 53/3, Hazra Road and 54, Hazra Road,
Calcutta (hereinafter referred to as the said ENTIRE LAND).

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- B. The said Amal Kumar Dey during his lifetime constructed a building at the said Entire Land and the same was subsequently numbered as municipal premises No. 54A, Hazra Road, Kolkata.
- C. The said Amal Kumar Dey during his lifetime made and published his last will and testament dated 10th February 1966 (hereinafter referred to as the said WILL) whereby and wherein the said Amal Kumar Dey upon his death gave bequeathed and demised ALL THAT the said Entire Land with building thereon unto his five sons namely Ajit Kumar Dey, Sisir Kumar Dey, Mihir Kumar Dey, Prodyut Kumar Dey and Jayat Kumar Dey absolutely and forever subject however to the right of residence of his wife namely Kanaklata Dey into or upon one room on the first floor of the building at the said Premises during her lifetime.
- D. The said Amal Kumar Dey died testate on 06th March 1966.
- E. Pursuant to the demise of the said Amal Kumar Dey the executors to the said Will namely Ajit Kumar Dey, Sisir Kumar Dey and Kanaklata Dey applied for grant of probate in respect of the said Will before the District Delegate at Alipore and the same was granted on 21st April 1969 in Act 39 Case No. 120 of 968.
- F. Thus, the said Ajit Kumar Dey, Sisir Kumar Dey, Mihir Kumar Dey, Prodyut Kumar Dey and Jayat Kumar Dey became the absolute Owner in the respect of the said Entire Land with the building thereon subject however to the right of residence of the said Kanaklata Dey into or upon one room on the first floor of the building at the said Premises during her lifetime.
- G. By a deed of partition dated 23rd February 1981 and registered with the Sub-Registrar at Sealdah 24 Parganas (S) in book No. I, volume No. 09 in pages 120 to 152 being No. 190 of 1981 the said Ajit Kumar Dey, Sisir Kumar Dey, Mihir Kumar Dey, Prodyut Kumar Dey and Jayat Kumar Dey partitioned the said Entire Land with building thereon whereby the said Sisir Kumar Dey became absolutely entitled to Lot 'A' as mentioned therein and





being the piece or parcel of land measuring about 1300 sq. ft. more or less together with the structure thereon and the remaining of the said Entire Land was allotted collectively to the said Ajit Kumar Dey, Mihir Kumar Dey, Prodyut Kumar Dey and Jayat Kumar Dey subject to demarcation of respective flats/units/areas in the building at the said Entire Land.

- H. The portions of the said Entire Land belonging exclusively to the said Ajit Kumar Dey, Mihir Kumar Dey, Prodyut Kumar Dey and Jayat Kumar Dey contains by admeasurement an area of about 06 cottahs 13 chittacks and 35 sq. ft. be the same a little more or less together with the two storied building thereon and all lying situate at and/or being municipal premises No. 54A, Hazra Road, Kolkata 700 019 PS Gariahat in ward No. 86 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 each one of them having an undivided but demarcated 01/04th part and/or share thereupon.
- I. The said Ajit Kumar Dey was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate on 02nd January 1993 leaving behind him surviving his widow namely IIa Dey and one son namely Nilotpal Dey as his only legal heirs and/or representatives.
- J. The said Kanaklata Dey died on 14th October 1995 and as such her life-interest of residence into or upon the room on the first floor of the building at the said Premises came to an end.
- K. The said Mihir Kumar Dey was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate as a bachelor on 02nd November 1997 leaving behind him surviving his three surviving brothers namely Sisir Kumar Dey, Prodyut Kumar Dey and Jayat Kumar Dey and six sisters namely Namita Ghosh, Sabita Dey, Snigdha Mitra,





Sipra Mitra, Subhra Mitra and Mahua Sinha as his only legal heirs and/or representatives.

- L. The said Sisir Kumar Dey was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate on 02nd March 2001 leaving behind him surviving his widow namely Pratima Dey and only son namely Soumitra Dey as his only legal heir and/or representative.
- M. The said Prodyut Kumar Dey was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate on 12th January 2006 leaving behind him surviving his widow namely Ruby Dey and one daughter namely Kakoli Dey as his only legal heirs and/or representatives.
- N. The said Namita Ghosh was during her lifetime governed by the Dayabhaga School of Hindu Law died intestate on 24th December 2008 leaving behind her surviving her only son namely Somendra Nath Ghosh as her only legal heir and/or representative.
- O. By a deed of conveyance dated 27th October 2010 and registered with the ADSR Alipore in Book No. I, CD volume No. 39 in pages 1526 to 1545 being No. 09152 of 2010 Pratima Dey, Soumitra Dey, Ruby Dey, Kakoli Dey, Jayat Kumar Dey, Somendra Nath Ghosh, Sabita Dey, Snigdha Mitra, Sipra Mitra, Subhra Mitra and Mahua Sinha sold transferred and conveyed unto and in favour of the Swastic Projects (P) Ltd. ALL THAT the undivided one-fourth part and/or share into or upon the said Premises for the consideration and in the manner as contained and recorded therein. The same share earlier belonged to Late Mihir Kumar Dey and the legal heirs have conveyed the same.
- P. By and under an agreement dated 27th July 2011 the Owner herein had granted the exclusive right of development of the said Premises in respect of his undivided share thereupon in the manner and upon the terms and conditions as contained and recorded therein and also received an amount of Rs.15 Lakhs from time to time out of the total amount payable in terms of the same.





- Q. The said IIa Dey was during her lifetime governed by the Dayabhaga School of Hindu Law died intestate on 18th December 2011 leaving behind her surviving her only son namely Nilotpal Dey as her only legal heir and/or representative as such her share in the said Premises devolved upon the said Nilotpal Dey.
- R. Portions of the said Premises was under the occupation of four tenants namely Asoke Kumar Dey, United Organisation, Dilip Kumar Ghosh and Sekhar Dutta out of which Asoke Kumar Dey, United Organisation and Dilip Kumar Ghosh have already been got vacated by the Developer and now only Sekhar Dutta remains as a tenant at the said Premises.
- S. By a deed of conveyance dated 11th April 2017, and registered with the ADSR Alipore in Book No. I, volume No. 1605 – 2017 in pages 52981 to 53002 being No. 160502055 of 2017 Nilotpal Dey sold transferred and conveyed unto and in favour of the Swastic Projects (P) Ltd. ALL THAT the undivided one-fourth part and/or share into or upon the said Premises for the consideration and in the manner as contained and recorded therein.
- T. The said Ruby Dey and Kakoli Dey are hereinafter wherever the context so permits collectively referred to as the said CO-OWNER.
- U. The Owner and the Co-Owner have collectively agreed to develop the said Premises and as such have approached the Developer herein, who is a reputed and established builder and has undertaken numerous projects and is also registered with the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, take exclusively take on development of the said Premises.

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 <u>ARCHITECT</u> 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 <u>NEW BUILDING</u> shall mean the proposed multi-storied 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 <u>OWNER</u> shall mean and include the said JAYAT KUMAR DEY and his heirs, executors, administrators, legal representatives and assigns.
- 1A.4 <u>CO-OWNER</u> shall mean and include the said SWASTIC PROJECTS (P) LTD., RUBY DEY and KAKOLI DEY and their respective heirs, executors, administrators, legal representatives and assigns or its successors, successors – in – interest and assign/s.
- 1A.5 <u>JOINT OWNER</u> shall mean and include the said Owner and the Co- Owner collectively
- 1A.6 <u>DEVELOPER</u> shall mean and include the said SWASTIC PROJECTS (P) LTD. and its successor or successors in interest; transferors, nominee/s and/or assigns.
- 1A.7 <u>COMMON FACILITIES/PORTIONS</u> shall include paths passages, stairways 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 building.
- 1A.8 <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 as per sanctioned plan.
- 1A.9 <u>PREMISES</u> shall mean and include ALL THAT the piece or parcel of land containing by ad-measurement an area of about 06 cottahs 13 chittacks and 35 sq. ft. be the same a little more or less together with the building and other structures standing thereon and lying situate at and/or being municipal premises No. 54A, Hazra Road,

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Kolkata 700 019 PS Gariahat in ward No. 86 of the Kolkata Municipal Corporation and is morefully and particularly mentioned and described in the FIRST SCHEDULE hereunder written.

- 1A.10 PLAN shall mean the map or plan to be applied for sanction by the Developer and shall be sanctioned by 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.11 OWNER'S ALLOCATION shall mean and include one flat containing by admeasurement an area of about 720 sq. ft. built up on the north-eastern side of the first floor of the said New Building together with exclusive right upon the space for parking one motorcar in the covered area 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.12 <u>DEVELOPER'S ALLOCATION</u> shall mean and include all flats/units/areas including the ground floor of the said New Building after providing for the Owner's Allocation as hereinbefore mentioned together with undivided proportionate share in the land comprised in the 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.13 <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 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 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.
- 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.







- 18.8 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.
- 18.9 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.
- 18.10 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

- 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 and the
 Developer has entered into this agreement upon the representations made by the
 Owner:
- a) The Joint Owners are seized and possessed of or otherwise well and sufficiently entitled to the said Premises as the absolute owners 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) 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.
- d) 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.
- No Notice of Acquisition and/or Requisition affects the said Premises nor is there any bar legal or otherwise to develop the said Premises.
- 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 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 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 are in the custody and possession of the Owner himself.
- h) The Owner has not entered into any agreement for sale and/or transfer in respect of the said Premises nor has entered into any other agreement for development in respect of the said Premises or any part thereof.
- 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.
- j) Save and except the said Tenants there is no other tenant and/or occupant and/or trespasser in any part and/or portion of the said Premises.
- k) The Owner does not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.



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- The Owner is competent enough to enter into this agreement and to carry out his obligations, as mentioned herein.
- m) 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 Owner has not suppressed and/or obscured anything relating to and in respect of the said Premises to the Developer and as mentioned herein.

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 conclusively and irrevocably 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 at its own costs cause map/s or plan/s to be sanctioned by the Kolkata Municipal Corporation from time to time 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 and/or for the purpose of commercial exploitation by the Developer.
- 4.2 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 include amendment, alteration, or modification, which may be made therein from time to time.
- 4.3 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,

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- sanctions, permissions and/or authorities as shall be necessary for the construction of the building on the said Premises expeditiously and without delay.
- 4.4 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, 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.
- 4.5 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 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.
- 4.6 The Owner 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 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.

ARTICLE- VI-TENANT

6.1 The said Tenant namely Sekhar Dutta shall be settled by the Developer exclusively and the Owner shall not be required to provide any amount and/or area in this regard.

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ARTICLE- VII-SPACE ALLOCATION & PAYMENTS

- 7.1 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.
- 7.2 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 therefrom and for which no further consent of the other party shall be required.
- 7.3 The Owner's Allocation as mentioned herein is fixed and shall not be reduced and/or increased and all and every remaining part of the said New Building shall belong to the Developer exclusively and the Owner shall not be entitled to raise and/or claim and/or demand and/or area irrespective of the number of floors and/or the total area that is sanctioned by the Kolkata Municipal Corporation.
- 7.4 The Developer has agreed to make payment of an amount of Rs.7,00,000/= (Rupees Seven Lakhs) only to the Owner as and by way of premium amount (hereinafter referred to as the said PREMIUM AMOUNT).
- 7.5 The said Premium Amount of Rs.7,00,000/= (Rupees Seven Lakhs) only shall be paid by the Developer to the Owner simultaneously upon receipt of vacant possession of the entirety of the said Premises under the occupation of the Owner after sanction of plan by the Kolkata Municipal Corporation.

ARTICLE-VIII- DELIVERY OF POSSESSION

- 8.1 After sanction of plan by the Kolkata Municipal Corporation subject to receipt of the vacant possession of the said Premises the Developer shall commence demolition of the existing building and structures at the said Premises.
- 8.2 The Developer shall provide one flat of two rooms for the alternate accommodation to the Owner and in lieu thereof the salvage shall belong to the Developer exclusively.
- 8.3 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



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complete (hereinafter referred to as the COMPLETION DATE) and then the said New 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.

- 8.4 The Developer hereby agrees to complete the construction of the building within 30 (thirty) months from the date of receipt of vacant and khas possession of the entirety of the said Premises after demolition of the existing building and structures (hereinafter referred to as the said SCHEDULED DATE OF COMPLETION), subject to sanction of plan by the Kolkata Municipal Corporation. 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.
- 8.5 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 or any part thereof 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 Owner fails and/or neglects take possession of the Owner's Allocation within 15 days from the date of issue of notice (hereinafter referred to as the said DATE OF POSSESSION) further the Developer may deliver possession of the portions of the said New Building to the said Tenants who shall rehabilitated therein.
- 8.6 Immediately after the completion of the said New Building and issue of notice to take possession of the Owner's Allocation by the Developer to the Owner 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.



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8.7 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 -IX- ARCHITECTS ENGINEERS ETC

- 9.1 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.
- 9.2 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-X-INDEMNITY

- 10.1 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 proceedings damages losses which may occur or take place because of any act deed matter or thing concerning the title of the said Premises.
- 10.2 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.
- 10.3 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.
- 10.4 The Owner do hereby as and by way of negative covenants undertake to the Developer:



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- 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.
- Not to induct any person as a tenant or otherwise into or upon the said Premises.

ARTICLE-XI-TAXES MAINTENANCE ETC

- 11.1 The Developer and the Owner shall pay proportionate of their share of all rates & taxes on and from the date of receipt of vacant peaceful and khas possession of the entirety of the said Premises for construction upon demolition of the existing building and other structures at the said Premises and prior to that the Owner shall be responsible for due discharge of all rates, taxes and outgoing in respect of the said Premises.
- 11.2 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.
- 11.3 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 Premises 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.
- 11.4 After the said building is completed and the Owner's Allocation is delivered 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.



- 11.5 Until such time 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 said maintenance charges are paid by the Owner the Owner shall not be entitled and hereby agrees not to avail of any of the services.
- 11.6 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-XII-OBLIGATION OF THE OWNER

- 12.1 The Owner shall grant Power of Attorney in favour of the Developer or its nominee/s to enable any of them 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. and other statutory authorities.
- 12.2 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 Premises and for completing the construction of the building.
- 12.3 The Owner shall grant a Power of Attorney in favour of the Developer or its nominee/s so as to enable 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 shall remain valid





until effective sale and transfer including execution and registration of the deed/s of conveyance in respect of the Developer's Allocation.

ARTICLE-XIII- MUTUAL OBLIGATION

- 13.1 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 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 and the Developer hereby agrees and covenants with each other to join and confirm all documents of transfer relating to sale of each others allocation in the said New Building at the said Premises.
- 13.4 The Developer hereby agrees and covenants with the Owner not to transfer and/or assign the benefits of this agreement or any portion thereof.

ARTICLE-XIV-BREACH AND CONSEQUENCES

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 - 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)

ALL THAT the piece or parcel of land containing by ad-measurement an area of about 06 (six) cottahs 13 (thirteen) chittacks and 35 (thirty five) sq. ft. be the same a 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. 54A, Hazra Road, Kolkata 700 019 PS Gariahat in ward No. 86 of the Kolkata Municipal Corporation of the Kolkata Municipal Corporation and is butted and bounded in the manner as follows: -

ON THE NORTH

: Partly by KMC Road, partly by municipal premises No. 54D,

Hazra Road and partly by municipal premises No. 53/2/4B,

Hazra Road:

ON THE SOUTH

: By municipal premises No. 37A, Garcha Road;

ON THE EAST

: Partly by municipal premises No. 53/2/4A, Hazra Road and

partly by municipal premises No. 53/2/4B, Hazra Road;

ON THE WEST

: By No. 54/1, Hazra Road;

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

THE SECOND SCHEDULE ABOVE REFERRED TO

(ALLOCATIONS)

PART - I OWNER'S ALLOCATION

- The flat ad-measuring about 720 sq. ft. built up on the north-eastern side of the first floor
 of the said New Building;
- The exclusive right upon the space for parking one motorcar in the ground floor of the said New Building;
- Undivided proportionate share in the land comprised in the said Premises;
- Undivided Proportionate share in the common parts and facilities:



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

PART - II DEVELOPER'S ALLOCATION

- All remaining flats/unit/spaces/areas on the upper floors of the said New Building after providing for the flat of the Owner as aforementioned;
- All remaining ground floor of the said New Building after providing for the car parking for the Owner as aforementioned;
- 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;

THE FOURTH SCHEDULE ABOVE REFERRED TO

(SPECIFICATIONS)

STRUCTURE : Building designed on RCC frame and foundation.

FLOORING : Marble (upto Rs.45/= per sq. ft.) flooring with 4" skirting.

KITCHEN : Flooring in marble with work top in black stone and regular

ceramic tile upto 2 feet with steel sink.

BATHROOM : Flooring in marble with wall dados with regular colour ceramic

tiles upto door height with C. P. fittings of Essco or like make

SANITARY WARE : Standard fittings of white colour of Hindustan/Parryware;

DOORS : Sal frame and Flush Doors;

WINDOWS : Aluminum shutters with Glassed panel & grill.

LIFT : 05 passenger.

INTERNAL WALLS: Plaster of Paris over cement plastering.

EXTERIOR : Cement based painting.

LOBBY : Decorated facade of Lift & lobby;



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

Left

SIGNED SEALED AND DELIVERED

by the **OWNER** at Kolkata

in the presence of :

SURAJIT BOSEPUKUR PORD YEAR SURAJIT BOSEPUKUR 42 MAY YOUNG TO AZ MAY YOUNG TO

Joynit Nath 21/2, Bally Place Kolsag

Jayat kumar Dey

SIGNED SEALED AND DELIVERED

by the **DEVELOPER** at Kolkata

in the presence of:

For Swaste Pro sess Pvt. Ltc.

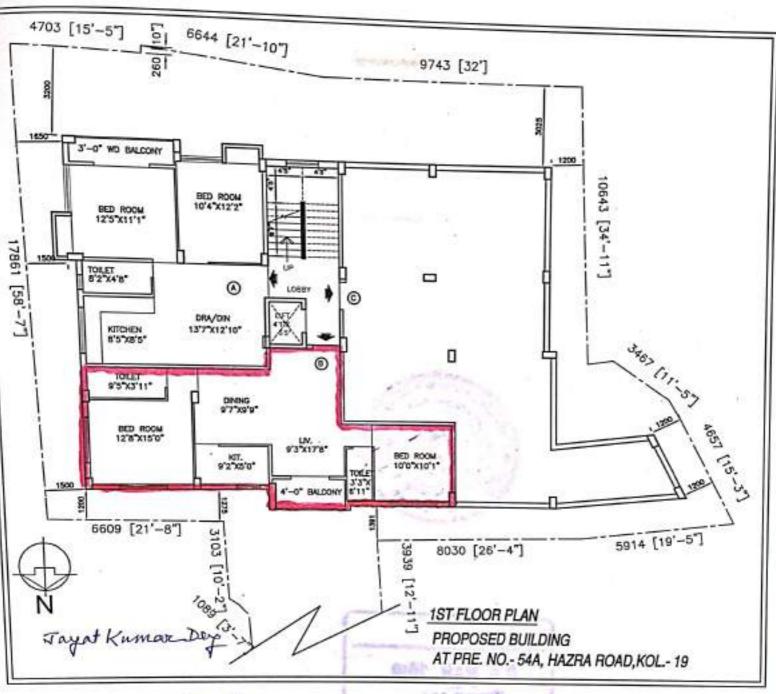
Joynit Nath Right



Draffed by me Ratander, Batta L 2 Lyon Criminal Cont 2 Lyon Criminal Cont Ecollete - 27







For Swas & Frenchis Pvt. Lid.

BASTONDON OUR TON SOLE BOS ELITORS YEAR IN







Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
OFFICE OF THE A.D.S.R. ALIPORE, District Name: South 24-Parganas
Signature / LTI Sheet of Query No/Year 16051000053748/2018

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with
1	Mr Jayat Kumar Dey 54a Hazra Road, P.O:- Ballygunge, P.S:- Gariahat, Kolkata, District:-South 24- Parganas, West Bengal, India, PIN - 700019	Land Lord			Joyot Kumordo 06-63-18
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr Satwic Vivek Rula 21/2 Ballygunge Place, P.O:- Ballygunge, P.S:- Gariahat, Kolkata, District:-South 24- Parganas, West Bengal, India, PIN - 700019	Represent ative of Developer [Swastic Projects Private Limited]			2013
SI No.	Name and Address of	identifier	Identifi	er of	Signature with date
1	Mr Trilok Chand Naita Son of Late Mahabir Pra 46 Sreedhar Roy Road, F P.S:- Tiljala, Kolkata, Dis 24-Parganas, West Beng PIN - 700039	sad Naita P.O:- Tiljala, trict:-South	ayat Kumar Dey, Mr	r Satwic Vivek Ruia	100/0°

(Md Shadman)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
ALIPORE
South 24-Parganas, West
Bengal



Govt. of West Bengal Directorate of Registration & Stamp Revenue e-Challan

GRN:

19-201718-018363851-2

Payment Mode

Counter Payment

GRN Date: 24/02/2018 16:04:57

Bank:

AXIS Bank

BRN:

275626022018SST94516664

BRN Date: 26/02/2018 00:00:00

DEPOSITOR'S DETAILS

ld No.: 16051000053748/2/2018

[Query flo/Query Year]

Name:

Swastic Projects Private Limited

Contact No.:

09831312312

Mobile No. :

+91 9831312312

E-mail:

Address:

212 Ballygunge Place Kolkata 700019

Applicant Name:

Mr Jayat Kumar Dey

Office Name:

Office Address:

Status of Depositor:

Buyer/Claimants

Sale, Development Agreement or Construction agreement

Purpose of payment / Remarks :

Payment No 2

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
02.0	16051000053748/2/2018	Property Registration-Stamp outy	0030-02-103-003-02	75020
2		Property Registration-Registration Fees	0030-03-104-001-16	21
7.1		Tot	al	75041

In Words:

Rupees Seventy Five Thousand Forty One only



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

GRN Details

GRN:

192022230039610738

GRN Date:

31/05/2022 15:44:33

BRN:

5786824851533

Gateway Ref ID:

202215146094817

Payment Mode:

Bank/Gateway:

BRN Date:

Method:

31/05/2022 15:46:31

State Bank of India New PG

Online Payment (SBI Epay)

SBIePay Payment Gateway

Payment Status:

Successful

Payment Ref. No:

1000053748/9/2018

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

Swastic projects private limited

Address:

21/2 ballygunge place kolkata

Mobile:

9831312333

Depositor Status:

Buyer/Claimants

Query No:

16051000053748

Applicant's Name:

Mr Jayat Kumar Dey

Address:

A.D.S.R. ALIPORE

Office Name:

A.D.S.R. ALIPORE

Identification No:

1000053748/9/2018

Remarks:

Sale, Development Agreement or Construction agreement Payment No 9

Payment Details

Payment ID Sl. No. 1000053748/9/2018 1

Head of A/C

Description Property Registration-Registration Fees Head of A/C

Amount (₹)

0030-03-104-001-16 Total

15000 15000

IN WORDS:

FIFTEEN THOUSAND ONLY.

Major Information of the Deed

Query No / Year	I-1605-01376/2022	Date of Registration	17/06/2022	
Contract of the last of the la	1605-1000053748/2018	A.D.S.R. ALIPORE, District: South 24-Parganas		
Query Date	19/02/2018 5:30:41 PM			
Applicant Name, Address & Other Details	Jayat Kumar Dey 54A Hazra Road Thana : Alipore			
Transaction	700019, Mobile No. : 983131235	o, Status :Seller/Executant	SAND ADMIT SAND ALL MANAGEMENT DELICITA	
[0110] Saig Development	9415A-9550	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreeme [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 15,00,000/-]		
Set Forth value	Letter Historian La	Market Value	zeipt [rts , 15,00,000/-]	
Rs. 2/-			HEALTH AND COMMISSION OF THE PARTY OF THE PA	
Stampduty Paid(SD)		Rs. 5,30,67,922/-		
	17.000000000000000000000000000000000000	Registration Fee Paid		
Rs. 75,280/ (Article:48(g))	+ HO -	Rs. 15,021/- (Article:E, E,	B)	
Remarks	Received Rs. 50/- (FIFTY only) area)	from the applicant for issuing th	ne assement slip.(Urban	
	(Acid CALC)			

Land Details :

District: South 24 Parganas, P.S.- Cariahat, Corporation; KOLKATA MUNICIPAL CORPORATION, Road; Hazra Road, Road Zono (Sara: Boso Road - Rest (Premises Nos. 22 to 37, 73 to 79)) , , Premises No: 54A, , Ward No: 86 Pin

No L1	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
-			Bastu		6 Katha 13 Chatak 35 Sq Ft	1/-		Property is on Road
-1	Grand	Total:			11.3208Dec	1/-	482,67,922 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
1	On sing it	6400 Sq Ft.	41	(11.11.01)	Mary Control of the C
		0.00.04.11	17-	48,00,000/-	Structure Type: Structure

On Facult Area of Loan, 3200 Sq. Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pacce - sient of Completion: Complete

+ por No. 1. Area of floor : 3200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type:

otal:	C400			
Otal .	6400 sq ft	11/-	48,00,000 /-	

atora Details :

Name, Address, Photo, Finger print and Signature

Mr Jayat Kumar Dey

Son of Late Amal Kumar Dey 54a Hazra Road, City:- Kolkata, P.O.- Ballygunge, P.S.-Gariahat, District:-South24-Parganas, West Bengal, India, PIN:- 700019 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: Inoia, PAN No.: AOxxxxxx9L Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of

, Admitted by Seif, Date of Admission: 06/03/2018 ,Place: Pvt. Residence, Executed by: Self, Date of Execution; 06/03/77 6

, Adjr by Self, Date of Admission: 06/03/2018 ,Place : Pvt. Residence

Developer Details:

SI No	Name Address, Photo, Finger print and Signature
	Swastic Projects Private Limited 2172 Ba. 192 ogc Palco, Cay - Kolkata, P.O Ballygunge, P.SGarlahat, District:-South 24-Parganas, West Bengal, Inc. 1, 192 C. 700019 PAN No.: AAxxxxxx5E, Aadhaar No Not Provided, Status: Organization, Executed by:

Representative Details:

SI No	Name Address, Photo, Finger print and Signature
	Mr Satwic Vivek Ruia (Presentant) Sen at v. 5 Ruia 21/2 Ballygunge Place, City:- Kolkata, P.O:- Ballygunge, P.S:-Gariahat, District:-South 24 Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, C Even of India, PAN No.: Blxxxxxx2M, Aadhaar No Not Provided by UIDAI Status: Representative, Representative of : Swastic Projects Private Limited (as director)

Identifier Details -

Name	Photo	Finger Print	Signature
Mr Trillek Chend Naita Son of Lan Chend Naita 46 Sreed of Roy Rosa, Cay Koikata, P.O Tujua, P.S. Ligari, District South 24 Parganas West Bengai, India, PIN;- 700039			orginature.
Identifier Of Mis Layat Kumar Dey, Mr S	atwic Vivek F	Ruia	

SI.No From	To. with area (Name-Area)	
Vir Juya: Kumar Dey Fransfer of property for S1	Swastic Projects British 17 19	
SI.No From	To. with area (Name-Area)	
Mr Jilyal Kumar Dey	Swastic Projects Private Limited-6400.00000000 Sq Ft	



Endorsement For Deed Number: I - 160501376 / 2022

20-02-2018

certificate of Market Value(WB PUVI rules of 2001)

Certifico that the market value of this property which is the subject matter of the deed has been assessed at Rs 5,30,67,922/

alle

Md Shadman ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. ALIPORE

South 24-Parganas, West Bengal

On 06-03-2018

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

Presented 1s. log stration at 18.45 hrs. on 06-03-2018, at the Private residence, by Mr. Satwic Vivek Ruia ...

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

Execution is accretion on 08/03/2018 by Mr Jayat Kumar Dey, Son of Late Amal Kumar Dey, 54a Hazra Road, P.O. Ballygunge, Irland, Gananat, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste in hour by thatession Retired Person.

Indetifica by Vr. Tribk Chand Naita, , , Son of Late Mahabir Prasad Naita, 46 Sreedhar Roy Road, P.O: Tiljala, Thana: Tiljala, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Service

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

Execution and the direct 23 7018 by Mr Satwic Vivek Rula, director, Swastic Projects Private Limited (Private Limited Company, 21/2 dailygunge Place, City:- Kolkata, P.O.- Ballygunge, P.S.-Gariahat, District:-South 24-Parganas, West Bunga, Tura, PIN 700019

Indetifice by Vr. Thick Chand Naita. , , Son of Late Mahabir Prasad Naita, 46 Sreedhar Roy Road, P.O: Tiljala, Thana: Tiljala, City Lown KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by

When

Md Shadman
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE

South 24-Parganas, West Bengal

On 27-05-2022

Payment of Faed

Confided that they revi Registration Fees payable for this document is Rs 15,021/- (B = Rs 15,000/- ,E = Rs 21/-) and Description of Colors and De

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/02/2018 12:00AM with Govt. Ref. No: 192017180183638512 on 24-02-2018, Amount Rs: 21/-, Bank: 01-16

phoate of Aumissibility (Rule 43, W.B. Registration Rules 1962)

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

Sukanya Talukdar ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. ALIPORE South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2022, Page from 50238 to 50276 being No 160501376 for the year 2022.



Later Later.

Digitally signed by SUKANYA TALUKDAR

Date: 2022.06.17 16:36:09 +05:30 Reason: Digital Signing of Deed.

(Sukanya Talukdar) 2022/06/17 04:36:09 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. ALIPORE West Bengal.

(This document is digitally signed.)