

शिक्षित्रिका पश्चिम बंगाल WEST BENGAL



AA 909251



THIS AGREEMENT is made this 30th day of March Two Thousand and Twenty One

BETWEEN SUDAKSHINA MUKHERJEE (PAN AJDPM6385J & Aadhaar No. 7369

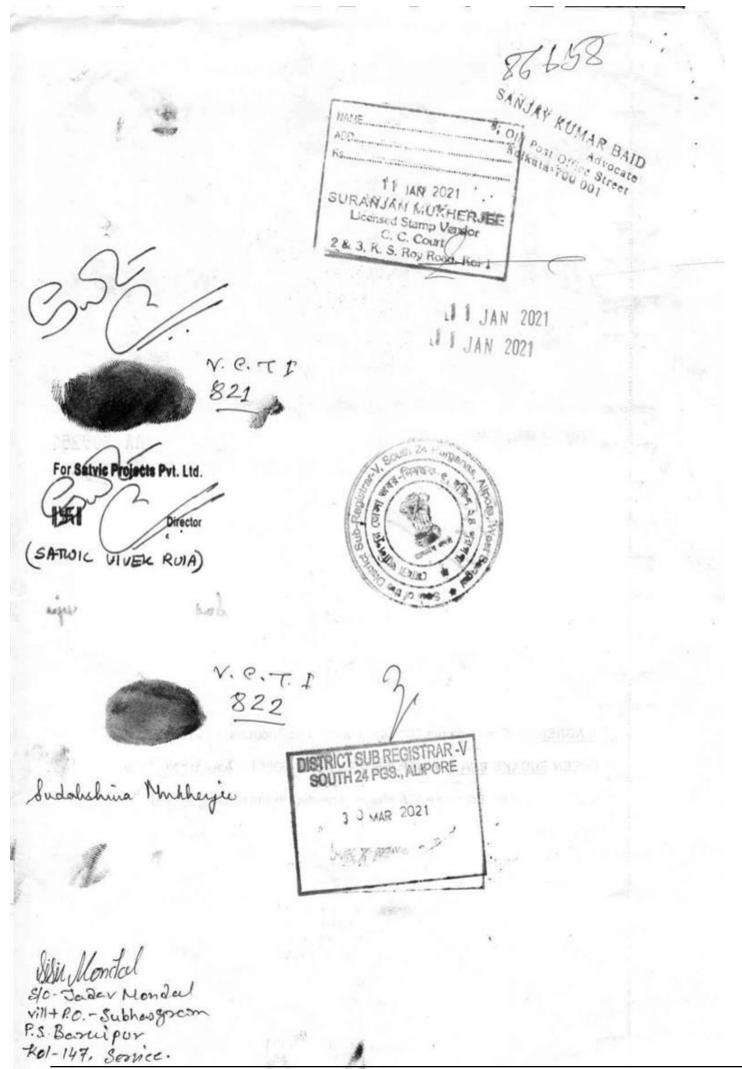
3228 5007) wife of Mr. Brahmajyoti Mukherjee a resident Indian national, by faith

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Certified that the document is admitted to registration. The signature sheets and the endroesment sheets attached with document are the part of this document.

District Sub-Registrar-V Alipore, South 24 Parganas

3 1 MAR 2021



Hindu, by occupation Housewife presently residing at No. 3, Satyen Dutta Road, Kolkata 700 029 PO Sarat Bose Road, PS. Tollygunge, hereinafter referred to as the OWNER of the ONE PART AND SATVIC PROJECTS PRIVATE LIMITED (PAN AAHCS4891F) a company within the meaning of the Companies Act, 2013 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 Mr. Satwic Vivek Ruia (PAN BIZPR8842M) son of Mr. Vivek Ruia an 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 10th December 1935 and registered with the District Sub Registrar, 24 Parganas, Alipore in Book No. I, volume No. 15 in pages 131 to 133 being No. 601 for the year 1936 the Trustees for the Improvement of Calcutta sold transferred and conveyed unto and in favour of Pankajini Debi ALL THAT the piece or parcel of land containing by ad-measurement an area of about 03 cottahs 10 chittacks and 30 sq. ft. be the same a little more or less lying situate at and/or being Plot No. 149 of the surplus lands in Calcutta Improvement Scheme No. XV (B) formed out of a portion of old municipal premises No. 23, Dhakuria Road comprised in Holding No. 90 in Sub Division Q, Division VI, Dihi Panchannagram (hereinafter referred to as the said LAND) for the consideration and in the manner as contained and recorded therein.
- B. By an Indenture dated 10th December 1935 and registered with the District Sub Registrar at Alipore (24 Parganas) in Book No. I, volume No. 23 in pages 107 to 112 being No. 602 for the year 1936 the said Pankajini Debi mortgaged the said







Land in favour of Trustees for the Improvement of Calcutta in respect of the unpaid amounts, in the manner as contained and recorded therein.

- C. The dues in its entirety of the said Trustees for the Improvement of Calcutta were paid off by the said Pankajini Debi and thus by the Indenture dated 21st April 1939 registered with the District Sub Registrar at Alipore (24 Parganas) in Book No. I, volume No. 40 in pages 280 to 292 being No. 1875 for the year 1939 the Trustees for the Improvement of Calcutta released the said Land unto and in favour of the said Pankajini Debi in the manner as contained and recorded therein.
- D. The said Pankajini Debi constructed a three storied building at the said Land and the said Land with the new building was mutated in the name of the said Pankajini Debi and the same named and numbered as municipal premises No. 3, Satyen Dutta Road, (hereinafter referred to as the said PREMISES) morefully and particularly mentioned and described in the FIRST SCHEDULE hereunder written.
- E. The said Pankajini Debi a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 10th May 1981 leaving behind her surviving her only son Kishori Mohan Banerjee as her only legal heir and/or representative since her husband namely Aswini Kumar Banerjee predeceased her on 31st July 1947.
- F. The said Kishori Mohan Banerjee a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 01st May 2014 leaving behind him surviving his wife namely Mamata Banerjee and one daughter namely Sudakshina Mukherjee as his only legal heiresses and/or representatives.
- G. By the Deed of Gift dated 12th May 2016 and registered with the District Sub Registrar - I, Alipore in book No. I, volume No. 1601-2016 in pages 49619 to 49642 being No. 160101635 for the year 2016 the said Mamata Banerjee conveyed and

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transferred unto and in favour of her daughter namely the said Sudakshina Mukherjee ALL THAT the said undivided 50% part and/or share into or upon the said Premises in the manner as contained and recorded therein.

- H. Thus, the said Sudakshina Mukherjee became the absolute owner in respect of the said Premises in its entirety free of all encumbrances, charges, liens, lispendens, attachments, trusts, mortgages, tenancies, occupiers, trespasser whatsoever and/or howsoever.
- I. The existing building and structures at the said Premises being dilapidated and old and not sufficient to provide for proper accommodation of the Owner the Owner is desirous of causing the said Premises to be developed has 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.

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):

- ARCHITECT shall mean and include MR. ANJAN UKIL of No. P-523, Raja

 Basanta Roy Road, Kolkata 700 029 or such person or firm who may be appointed as architects of the said New Building by the Developer.
- 1A.2 NEW BUILDING shalf 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 <u>OWNER</u> shall mean and include the Owner above named and her heirs, executors, administrators, legal representatives and assigns;
- 1A.4 <u>DEVELOPER</u> shall mean and include the said SATVIC PROJECTS PRIVATE LIMITED and its successor or successors – in – interest, transferors, nominee/s and/or assigns.
- 1A.5 <u>COMMON FACILITIES/PORTIONS</u> shall include paths passages, stairways, elevator, water courses, drains, sewers 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.6 <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.7 PREMISES shall mean and include ALL THAT the piece or parcel of land containing by ad-measurement an area of about 03 cottahs 10 chittacks and 30 sq. ft. be the same a little more or less together with the three storied building and other structures standing on part thereof and all lying situate at and/or being municipal No. 3, Satyen Dutta Road, Kolkata 700 029, PS Tollygunge in ward No. 87 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.
- 1A.8 PLAN shall mean the map or plan to be submitted to the Kolkata Municipal Corporation for construction of the said New Building on the said Premises with such other variation or modification and/or alteration as may be mutually agreed upon between the parties and duly sanctioned by the authorities concerned and shall also include all working drawings to be got prepared by the Developer.

- 1A.9 OWNER'S ALLOCATION shall mean and include the two entire floors i.e. the second floor and the third floor of the proposed ground plus three storied building together with space for parking two motor cars in the covered area of the 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.10 <u>DEVELOPER'S ALLOCATION</u> shall mean and include the entire one floor i.e. the first floor of the of the proposed ground plus three storied building together with the shop/commercial unit and also the space for parking two motor cars in the covered area of the 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 II of the SECOND SCHEDULE hereunder written.
- 1A.11 FORCE MAJEURE shall mean and include the circumstances beyond the control of the Developer such as fire, explosion, earthquake, lightning, accumulation of rain water or any unforeseen weather condition, lockdown, 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.12 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.13 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.
- 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

ARTICLE -II- REPRESENTATIONS & WARRANTIES

- 2. 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 Owner is seized and possessed of or otherwise well and sufficiently entitled to the said Premises as the absolute Owner thereof with a marketable title in respect thereof;
- The said Premises is free of all encumbrances, liens, lispendens, attachments, trusts, mortgages, tenancies, occupiers, trespass whatsoever and/or howsoever;



- 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 and every 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;
- e) 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 into or upon 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 by the Owner for any purpose whatsoever or howsoever and all original title deeds in respect of the said Premises are in the custody of the Owner herself;
- 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 agreement for development in respect of the said Premises or any part thereof;
- i) 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 upto the date of delivery of possession of the said Premises;
- j) The Owner does not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976;



- The Owner is competent to enter into this agreement and to carry out her obligations, as mentioned herein;
- The Vendor is a resident Indian national and has ordinarily resided in India for more than 182 days in the previous financial year as per the Income Tax Act;
- 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

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

ARTICLE-IV-PLANS & OTHERS

- 4.1 The Developer shall cause to have the reassessment of the rates and taxes payable to the Kolkata Municipal Corporation in respect of the said Premises to be done including the Unit Area Assessment upto date. And in respect of any rates and taxes becoming payable arising out of the reassessment shall be borne and paid by the Owner.
- 4.2 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.



- 4.3 The Owner shall sign all maps and/or plans and/or specifications and other declarations and applications as may be necessary for sanction of the plan by the Kolkata Municipal Corporation and the said plan shall also include amendment or alteration or modification which may be made therein from time to time.
- 4.4 The Developer acting on behalf of and as the Attorney of the Owner shall from time to time submit all further plans and/or applications and other documents and papers on the 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.
- 4.5 The Developer shall submit in the name of the Owner all applications, plans and other papers and documents for the purposes as mentioned herein. All fees and other expenses incurred and/or to be incurred relating to preparation of the plans by the Architect, sanction fee to be charged by the Kolkata Municipal Corporation and supervision fees in the course of construction of the building by the Architect shall be borne and paid by the Developer. All other costs and charges and expenses related to construction of the building shall also be borne and paid by the Developer exclusively and the Owner shall not be required to contribute any amount in this regard.
- 4.6 The said New Building will be constructed erected and completed in accordance with the specification detailed out in the 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.
- 4.7 The Owner shall be liable to and agree 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 or any part thereof.

ARTICLE-V-COST OF CONSTRUCTION/COMPLETION

5.1 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 & PAYMENT

- 6.1 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.
- 6.2 Both the Owner and the Developer shall be entitled to deal with, sell, transfer, grant leases and/or in any way dispose of their respective allocations and to receive realise and collect all sale proceeds, rents, issues and profits arising therefrom and for which no further consent of the other party shall be required.
- 6.3 The Developer has agreed to make payment of an amount of Rs.21,00,000/= (Rupees Twenty-One Lakhs) only to the Owner as and by way of non – refundable premium amount and the same shall be paid after sanction of plan upon receipt of vacant possession of the entirety of the said Premises by the Developer for development in terms hereof.
- 6.4 In the event of the Kolkata Municipal Corporation granting sanction of any additional floor i.e. the 4th floor, over the proposal of ground plus three floors, then in that event, out 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 it is also hereby agreed by and between the parties hereto that in the event of the additional floor being sanctioned then in that event the corresponding time period for construction and completion in terms hereof shall stand extended by 06 (six) months over and above the time period as mentioned hereinafter.

ARTICLE-VII- DELIVERY OF POSSESSION

- 7.1 Within 30 days after the Developer has obtained the sanction of the plan from the Kolkata Municipal Corporation the Owner shall vacate the said Premises and deliver possession of the said Premises to the Developer so as to enable the Developer to proceed with the development of the said Premises in terms hereof.
- 7.2 The Developer shall not be required to provide any transit alternate accommodation to the Owner.
- 7.3 The Developer shall at their own costs cause the existing building and other structures standing at the said Premises to be demolished and appropriate the net proceeds of the salvage to them. The Owner shall not have any claim and/or demand upon the salvage of the existing building and structures.
- 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 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.
- 7.5 The Developer hereby agrees to complete the construction of the said New Building within 30 months from the date of receipt of vacant and khas possession of the said Premises in its entirety (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 FORCE MAJEURE. In any of the



events of the FORCE MAJEURE, the Developer shall be entitled to corresponding extension of time for delivery of the said Owner's Allocation.

- 7.6 The Developer agrees not to deliver or permit to be delivered the Developer's Allocation until such time the notice in writing to take the possession of the Owner's Allocation is delivered and/or caused to be delivered upon completion of the same as aforesaid. However, it shall not deter the Developer from making delivery of possession of the Developer's Allocation to its prospective buyers if the Owner fail and/or neglect to 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).
- 7.7 Immediately after the completion of the new building and issue of notice to take possession of the Owner's Allocation the Owner shall execute and/or cause to execute the deeds of Conveyance or deeds of Conveyances in respect of the undivided share or interest in the land in such part or parts as shall be required by the Developer in favour of the Developer or its prospective buyers as nominated by the Developer in respect of the Developer's Allocation at the cost of the Developer or its nominee/s.
- 7.8 The Owner shall sign and execute the deed of conveyance or conveyances in favour of the Developer.

ARTICLE -VIII- ARCHITECTS, ENGINEERS, ETC

8.1 For the purpose of development of the said Premises the Developer alone shall be responsible to appoint the Architect for the said 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 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 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 third-party claims actions or proceedings thus arising, including any compensation which may become payable out of consumer complaints filed by and prospective buyers and/or flat owners.
- 9.3 The Owner doth hereby as and by way of negative covenants undertake to the Developer:
 - a. Not to enter into any agreement for sale, lease, development or otherwise create any third-party interest in the said Premises, or any part thereof without the consent in writing of the Developer, save and except the Owner's Allocation in the said New building as herein mentioned.
 - b. Not to induct any person as a tenant or otherwise into or upon the said Premises save and except the Owner's Allocation in the said New building as herein mentioned.

ARTICLE-X-TAXES MAINTENANCE ETC

- 10.1 The Owner and the Developer shall pay all rates & taxes in the ratio of 67:33 (i.e. 67% by the Owner and 33% by the Developer) on and from the date of the Owner vacating the said Premises in its entirety and prior to that the Owner shall be responsible for due discharge of all rates, taxes and outgoing in respect of the said Premises.
- 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, and the Owner shall be deemed to have taken possession of the Owner's Allocation on and from the said Date of Possession 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 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.
- 10.4 After the said New 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 New Building with such rules and regulations as the Owner and 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 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.

10.6 The Owner shall be liable to pay charges for electricity in or relating to the Owner's Allocation wholly and proportionately relating to common parts.

ARTICLE-XI-OBLIGATION OF THE OWNER

- 11.1 The Owner shall be liable for payment of all amounts towards GST, and/or any other taxes, levies, outgoing whatsoever that may be imposed by any authority and/or government, Central, State, Local in respect of the Owner's Allocation only. No amount is payable in respect of any material and/or labour that the Developer shall incur for the construction of the said New Building and development of the said Premises.
- 11.2 The Owner shall grant a Power of Attorney in favour of the Developer 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. and other statutory authorities. The said Power of Attorney shall continue to be in force so long as this Agreement subsists and till the completion of the sale of the Developer's Allocation after completion of the project.
- 11.3 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.
- 11.4 The Owner shall grant a registered power of attorney in favour of the Developer 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- MUTUAL OBLIGATION

- 12.1 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 New Building at the said Premises.
- 12.2 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.
- 12.3 The Owner and the Developer hereby agrees and covenants with each other to join and confirm all documents of transfer relating to sale of the others allocation in the said New Building at the said Premises.

ARTICLE-XIII-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 - XIV - JURISDICTION

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



THE FIRST SCHEDULE ABOVE REFERRED TO

(PREMISES)

ALL THAT the piece or parcel of land containing by ad-measurement an area of about 03 cottahs 10 chittacks and 30 sq. ft. be the same a little more or less together with the three storied building and other structures standing on part thereof and all lying situate at and/or being municipal No. 3, Satyen Dutta Road, Kolkata 700 029, PS Tollygunge in ward No. 87 of the Kolkata Municipal Corporation and is butted and bounded in the manner as follows: - (Details of Said building Ground Floor 14005all. First floor 14005all and Second floor 1300 Sall Comented
ON THE NORTH: By KMC Road: flooring about 10 years old.)

ON THE EAST:

By municipal premises No. 1, Satyen Dutta Road;

ON THE WEST:

By municipal premises No. 5, Satyen Dutta Road:

ON THE SOUTH:

By municipal premises No. 14B, Lake Terrace:

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

- 1. The entire two floors i.e. the second floor and the third floor of the said New Building;
- 2. The space for parking two motorcars in the covered area of the ground floor of the said New Building:
- 3. Undivided proportionate share in the land comprised in the said Premises;
- 4. Undivided Proportionate share in the common parts and facilities to comprise in the said New Building and Premises;

The Owner's Allocation is also shown on the maps or plans annexed hereto and delineated within GREEN borders thereon.



PART - II DEVELOPER'S ALLOCATION

- The one entire floor i.e. the first floor of the said New Building that shall be got sanctioned for commercial/business usage with exclusive staircase from the ground floor for the commercial unit apart from the access through the common stair and lobby;
- 2. The shop/commercial unit on the ground floor of the said New Building;
- The space for parking two motorcars in the covered area of the ground floor of the said New Building;
- 4. Undivided proportionate share in the land comprised in the said Premises:
- Undivided Proportionate share in the common parts and facilities to comprise in the said New Building and Premises;

The Developer's Allocation is also shown on the maps or plans annexed hereto and delineated within **RED** borders thereon.

THE THIRD SCHEDULE ABOVE REFERRED TO

(SPECIFICATIONS)

Structure

Building designed on RCC frame & foundation conforming to

Indian Standards & National Building Code;

Internal Walls

: White cement punning over cement plastering;

Doors

: Wooden frame and one side pre-laminated flush doors;

Windows

: Aluminum frame & sliding with 05mm glassed panel with

M. S. Grill;

Flooring

: Vitirified tiles flooring (range upto Rs.75/=) in the flat,

anti-skid tile flooring in Kitchen, Toilet & Balcony, Black stone/Kota flooring in Stairs & Common areas;

Kitchen

: Work top in black stone and regular colour ceramic tiles

above counter with Stainless Steel sink;



Bathroom : Wall dados with regular colour ceramic tiles upto door height

concealed hot & cold water pipeline, CP & Sanitary ware of

Hindware;

Electrical : Concealed Copper wiring of Havells make provided from

ground floor upto each unit with adequate electrical points

with modular switches of Havells make:

Water : Round the clock water supply through KMC;

Lift : Semi- Automatic, adequate capacity of repute make;

Exterior : Aesthetically designed front façade;

Ground floor lobby: Decorated facade of Lift & lobby;

Others : Common toilet for servants;

Personalised Mail Box;

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed

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

SIGNED SEALED AND DELIVERED

by the **OWNER** at Kolkata

in the presence of:

Sudahshina Whitheripe

'Y Sisk Mondal Left

2) BRAHMAJIDII

MUKHERJEE

B. JWChuyle Romong

3, SATYEN DUTTA ROMONG

KOLKATA-700,029

Right

SIGNED SEALED AND DELIVERED

by the **DEVELOPER** at Kolkata

in the presence of:

For Satvic Projects Pvt. Ltd.

Director

17 Isia Morrical \
2) B. Mwenoyi

Right



28/04/2021 Query No:-16302000621564 / 2021 Deed No :I - 1630 ment is digitally signed.

RECEIVED of and from the within named DEVELOPER

an amount of RUPEES FIFTY THOUSAND ONLY

RS.50,000/=

as and by way of part payment of the amount payable in accordance and terms hereof as per memo below:

MEMO OF CONSIDERATION

Date

Pay order No.

Drawn On

Amount

Rs.

26.03.2021

574103

Kotak Mahindra Bank

46,250/=

TDS

3,750/=

(Rupees Fifty Thousand) only

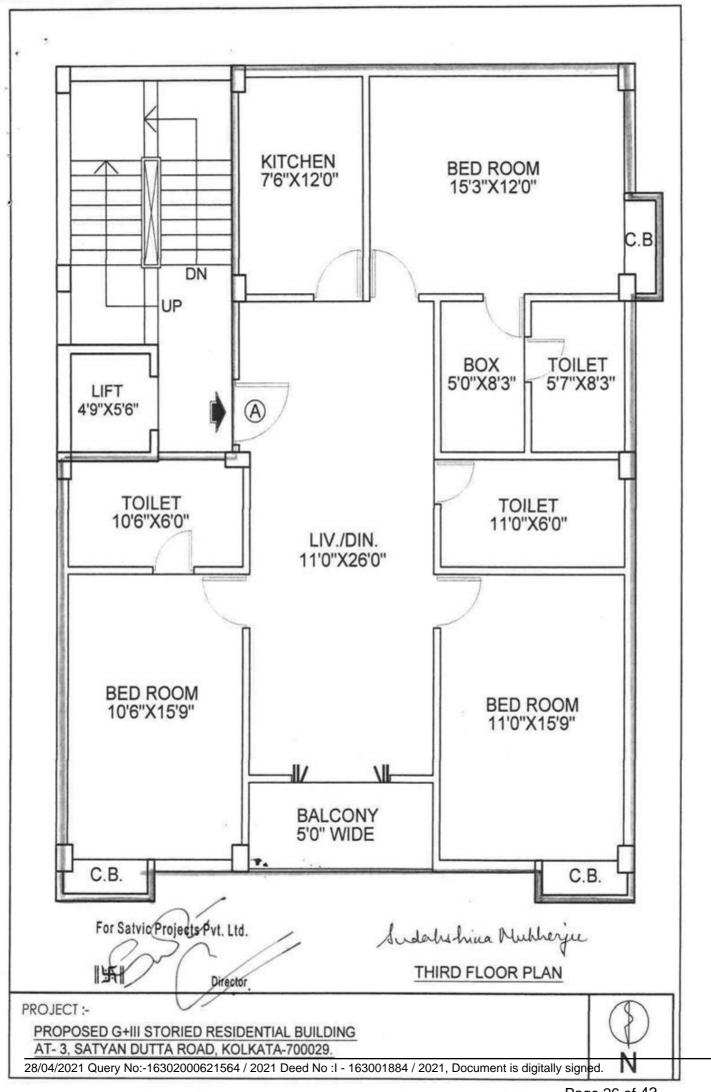
Rs.50,000/=

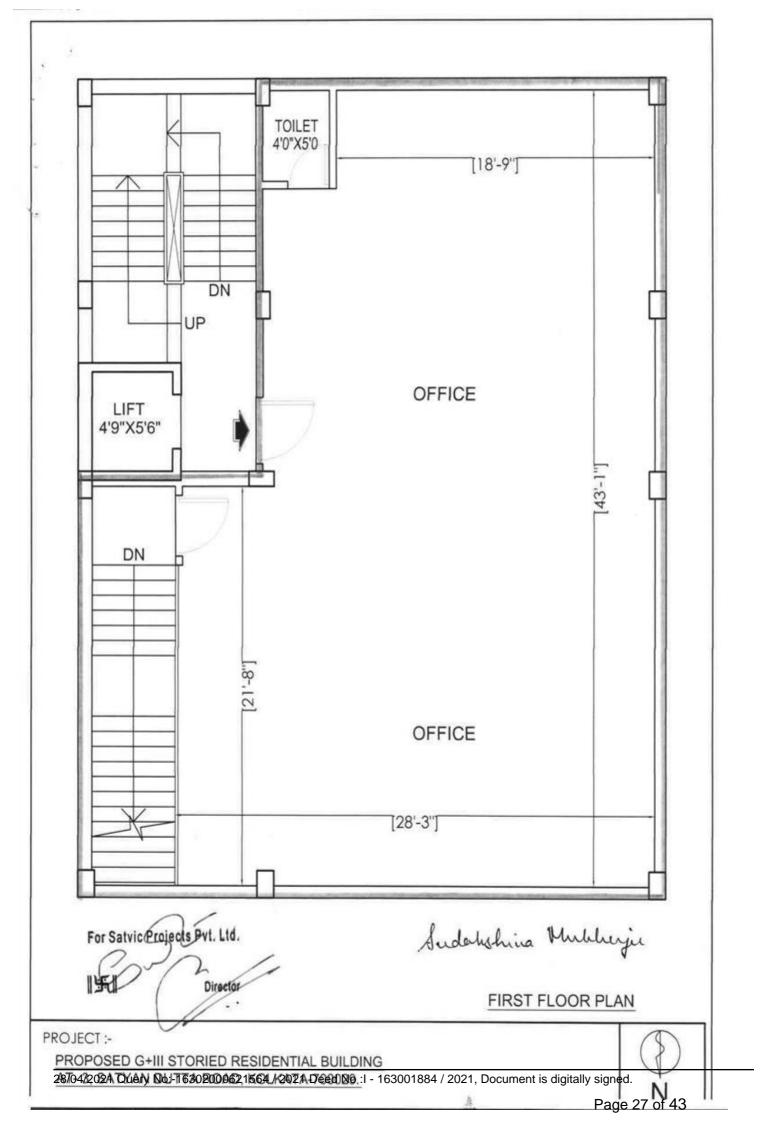
Witnesses:

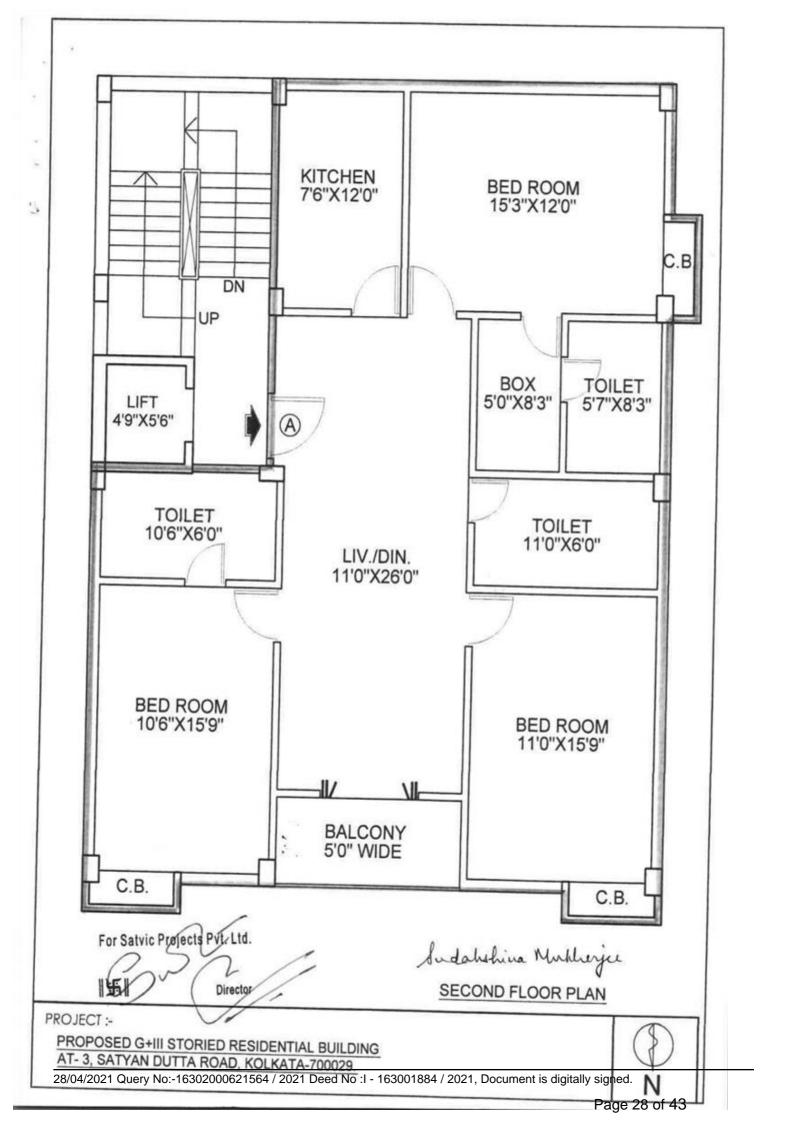
7 Sisis Mondael 2) B. Murraja

Sudaluhina Whilherjee

OWNER









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

GRN Details

GRN:

192020210250710448

27/02/2021 14 27 52

Online Payment (SBI Epay)

GRN Date:

27/03/2021 14:26:53

Bank/Gateway:

Payment Mode:

SBIePay Payment Gateway

BRN:

0416983856917

BRN Date:

27/03/2021 14:03:45

Gateway Ref ID:

210869930943

Method:

HDFC Retail Bank NB

Payment Status:

Successful

Payment Ref. No:

2000621564/1/2021

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

Satvic Projects Private Limited

Address:

21/2 Ballygunge Place Kolkata 700019

Mobile:

9831312355

Depositor Status:

Buyer/Claimants

Query No:

2000621564

Applicant's Name:

Mr Uday Jalan

Identification No:

2000621564/1/2021

Remarks:

Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000621564/1/2021	Property Registration- Stamp duty	0030-02-103-003-02	39971
2	2000621564/1/2021	Property Registration-Registration Fees	0030-03-104-001-16	521
		4/	Total	40492

IN WORDS: FORTY THOUSAND FOUR HUNDRED NINETY TWO ONLY.

28/04/2021 Query No:-16302000621564 / 2021 Deed No :I - 163001884 / 2021, Document is digitally signed. GRN 192020210250710448 GRIPS eChallan generated at: 27/03/2021 14:28:58 Page 1 of 1



নিৰ্বাচকের নাগ : শিশির মণ্ডল

Elector's Name ; Sisir Mondal

भिकास नाम : वापन गर्**य**

Fether's Nanve : Jodah Mondal

লিন / Sex ;পুং / M ক্রম তারিব are of Sirth: 05/01/1984

JTK3837937

ঠিকানা: পেটুয়া মণ্ডল গাড়া ও কহিবালগাড়া যদিকসূর বাচাই শৃং যজিন 24 শরবাত 700147

Address: Petua Mondal Para O Ruidaspara Mallikpur Barui Pur South 24 Parganas 700147

Dete: 12/08/2007 104-ৰাজ≷পুধ নিৰ্বাচন কোনো নিৰ্বাচন নিৰ্বাচন আধিকায়িকো সাক্ষের অনুকৃতি Facsimile Signature of the Electoral Registration Officer for 104-Baruipur Constituency

প্রিকান্য পরিবর্তন মূপে নাতুন প্রিকানাথ কোটার নিটে নায় কোলা ও একই নায়রের নাতুন সাজিত পরিভাগনার পাঞায় জন্ম নিশিষ্ট কর্মে এই পরিভাগক্তের নায়র্থাটি উর্লেখ কালন। In case of change in address mention this Card No. In the relevant Form for including your name in the roll at the changed address and to obtain the card with same number.



Sudabshina Muhherjie



সরকার

Brigue icensification Authority of India Government of India

ভালিকাভূক্তির আই ডি/Enrollment No.: 1040/19773/00346

মুদ্জিনা মুখান্ধী
Sudakshina Mukherjee
3 SATYEN DUTTA ROAD
SARAT BOSE ROAD Sarat Bose Road S.O
Sarat Bose Road Kolkata
West Bengal 700029

MN126115241DF



আপনার আধার সংখ্যা/ Your Aadhaar No. :

7369 3228 5007

আধার - সাধারণ মানুষের অধিকার



भारत सरकार GOVERNMENT OF INDIA



সুদক্ষিনা মুখাৰী Sudakshina Mukherjee পিতা : কিশোরী মোহন ব্যানাৰী Father : KISHORI MOHAN BANERJEE জন্ম সাল / Year of Birth : 1961

মহিলা / Female

Sudobeline Hushberjee



Tryintrution of Development
Agreement.



आयकर विमाग

INCOME TAX DEPARTMENT

SATWIC V RUIA

VIVEK RUIA

15/07/1994

Permanent Account Number

BIZPR8842M

Signature

भारत सरकार GOVT. OF INDIA



registration of Development

050/

इस कार्ड के खोने / पाने पर कृष्या सुवित करें / तीटाएं: आयकर पैन सेवा इकाई, एन एस डी एल तीसरी मंजील, सफायर चैवर्स, - बानेर टेलिकोन एक्स्बेज के नजदीक, वानेर पुना -- 411045

If this card is lost/someone's lost card is found, please inform / return to:
Income Tax PAN Services Unit, NSDL
33rd Floor, Sapphire Chambers,
Near Baner Telephone Exchange,
Baner, Pune - 411 045

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



भारत सरकार GOVERNMENT OF INDIA

গারিক বিবেদ রূপীরা



Satwic Vivek Ruia SPESSRY DOB: 15/01/1994



3759 4046 5326

আমার আধার, আমার পরিচয়

noved for they kYC &t registration of Development

SSE /

भारतीय विशिष्ट परचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address

21/2, ব্যক্তিগঞ্জ প্লেস, ব্যক্তিগঞ্জ,

কালকাতা, পশ্চিম বঙ্গ - 700019 21/2 BALLYGUNGE PLACE, Ballygunge,

Kolkata,

West Bengal - 700019













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 16302000621564/2021

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

SI No.	Name of the Execut	ant Category	Photo	Finger Print	Signature with date
1	Mrs Sudakshina Mukherjee 3 Satyen Dutta Road Kolkata, P.O:- Sarat Bose Roa P.S:- Tollygunge, District:-South 24- Parganas, West Beng India, PIN - 700029				Autolohina Musheyer 30/3/2021
SI No.	Name of the Execut	ant Category	Photo	Finger Print	Signature with date
2	Mr Satwic Vivek Ruia 21/2 Ballygunge Place Kolkata, P.O:- Ballygunge, P.S:- Gariahat, District:-Soc 24-Parganas, West Bengal, India, PIN - 700019	e ative of Developer [Satvic			25 Classical States
SI No.	Name and Address of identifier	Identifier	of I	Photo Finger Pr	int Signature with date
1		Mrs Sudakshina Mul Satwic Vivek Ruia	cherjee, Mr		Silin Mondal. 30.03.2021

Query No:-16302000621564/2021, 30/03/2021 04:09:37 PM SOUTH 24-PARGANAS (D.S.R. - V)

P = 2 of 3

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. V SOUTH 24-PARGANAS

South 24-Parganas, West
Bengal

Query No:-16302000621564/2021, 30/03/2021 04:09:37 PM SOUTH 24-PARGANAS (D.S.R. - V)

Page 3 of 3

Major Information of the Deed

Deed No :	I-1630-01884/2021	Date of Registration	31/03/2021	
Query No / Year 1630-2000621564/2021		Office where deed is reg	Office where deed is registered	
Query Date 19/03/2021 7:47:18 PM		1630-2000621564/2021		
Applicant Name, Address & Other Details Uday Jalan 21/2, Ballygunge Place Kolkata, Thana BENGAL, PIN - 700019, Mobile No.: 9		: Gariahat, District : South 24-Parganas, WEST 9831312355, Status :Solicitor firm		
Transaction		Additional Transaction		
[0110] Sale, Development A agreement	greement or Construction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 50,000/-]		
Set Forth value		Market Value		
		Rs. 2,25,49,790/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 40,021/- (Article:48(g))		Rs. 553/- (Article:E, E, B)		
Remarks Received Rs. 50/- (FIFTY only) from area)		the applicant for issuing the	ne assement slip.(Urban	

Land Details:

District: South 24-Parganas, P.S:- Tollygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Satyendra Nath Dutta Road, , Premises No: 3, , Ward No: 087 Pin Code : 700029

Sch	Plot	Khatian	Land	Use	Area of Land	SetForth	Market	Other Details
No	Number	Number	Proposed	ROR		Value (In Rs.)	Value (In Rs.)	
L1	(RS :-)		Bastu		3 Katha 10 Chatak 30 Sq Ft		2,01,66,665/-	Property is on Road
	Grand	Total:			6.05Dec	0 /-	201,66,665 /-	

Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	4100 Sq Ft.	0/-	23,83,125/-	Structure Type: Structure

Gr. Floor, Area of floor : 1400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 40 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor : 1400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 40 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 2, Area of floor : 1300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 40 Years, Roof Type: Pucca, Extent of Completion: Complete

Total :	4100 sq ft	0 /-	23,83,125 /-	

Land Lord Details:

SI No	Name,Address,Photo,Finger print and Signature
1	Mrs Sudakshina Mukherjee Wife of Mr Brahmajyoti Mukherjee 3 Satyen Dutta Road Kolkata, P.O:- Sarat Bose Road, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AJxxxxxxx5J, Aadhaar No: 73xxxxxxxxx5007, Status:Individual, Executed by: Self, Date of Execution: 30/03/2021 , Admitted by: Self, Date of Admission: 30/03/2021, Place: Pvt. Residence, Executed by: Self, Date of Execution: 30/03/2021 , Admitted by: Self, Date of Admission: 30/03/2021, Place: Pvt. Residence

Developer Details:

SI No		Name,Address,Photo,Finger print and Signature	
1	21/2 India	vic Projects Pvt Ltd 2 Ballygunge Place Kolkata, P.O:- Ballygunge, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, a, PIN - 700019, PAN No.:: AAxxxxxx1F,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed Representative	

Representative Details:

SI No	Name,Address,Photo,Finger print and Signature
	Mr Satwic Vivek Ruia (Presentant) Son of Mr Vivek Ruia 21/2 Ballygunge Place Kolkata, 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: 37xxxxxxxxx5326 Status: Representative, Representative of: Satvic Projects Pvt Ltd (as Director)

Identifier Details : Name Photo Finger Print Signature Mr Sisir Mondal Son of Mr Jadab Mondal

Son of Mr Jadab Mondal
Baruipur, P.O:- Baruipur, P.S:- Baruipur,
Baruipur, District:-South 24-Parganas,
West Bengal, India, PIN - 700147

Identifier Of Mrs Sudakshina Mukherjee, Mr Satwic Vivek Ruia

Trans	Transfer of property for L1					
SI.No	SI.No From To. with area (Name-Area)					
1	Mrs Sudakshina Mukherjee	Satvic Projects Pvt Ltd-6.05 Dec				
Trans	Transfer of property for S1					
SI.No	From	To. with area (Name-Area)				
1	Mrs Sudakshina Mukherjee	Satvic Projects Pvt Ltd-4100.00000000 Sq Ft				



Endorsement For Deed Number: I - 163001884 / 2021

On 30-03-2021

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

Presented for registration at 19:20 hrs on 30-03-2021, 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 2.25.49.790/-

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

Execution is admitted on 30/03/2021 by Mrs Sudakshina Mukherjee, Wife of Mr Brahmajyoti Mukherjee, 3 Satyen Dutta Road Kolkata, P.O: Sarat Bose Road, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession House wife

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

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

Execution is admitted on 30-03-2021 by Mr Satwic Vivek Ruia, Director, Satvic Projects Pvt Ltd, 21/2 Ballygunge Place Kolkata, P.O:- Ballygunge, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Indetified by Mr Sisir Mondal, , , Son of Mr Jadab Mondal, Baruipur, P.O: Baruipur, Thana: Baruipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700147, by caste Hindu, by profession Service



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

South 24-Parganas, West Bengal

On 31-03-2021

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 553/- (B = Rs 500/-, E = Rs 21/-, H = Rs 28/-, M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 521/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/03/2021 2:28PM with Govt. Ref. No: 192020210250710448 on 27-03-2021, Amount Rs: 521/-, Bank: SBI EPay (SBIePay), Ref. No. 0416983856917 on 27-03-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 39,971/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 86658, Amount: Rs.50/-, Date of Purchase: 11/01/2021, Vendor name: Suranjan Mukheriee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/03/2021 2:28PM with Govt. Ref. No: 192020210250710448 on 27-03-2021, Amount Rs: 39,971/-, Bank: SBI EPay (SBIePay), Ref. No. 0416983856917 on 27-03-2021, Head of Account 0030-02-103-003-02

Z

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

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1630-2021, Page from 70822 to 70864
being No 163001884 for the year 2021.



(Rita Lepcha) 2021/04/28 11:34:47 AM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)