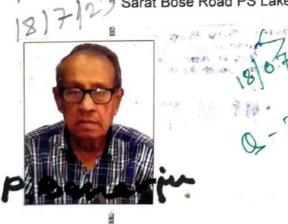


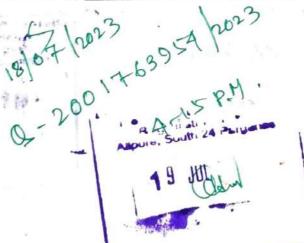
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AG 616170 পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL



THIS AGREEMENT is made this 18th day of July Two Thousand and Twenty Three BETWEEN (i) PABITRA BANERJI (PAN ADGPB5351E & Aadhaar No. 5266 9121 5530) son of Late Amulyaratan Banerjee an Indian national, by faith Hindu, by occupation retired resident of No. 4B, Panchanantala Road, Kolkata 700 029 PO Sarat Bose Road PS Lake (ii) SOPHIA BANERJEE (PAN AYQPB4873N & Aadhaar







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Registrar U/S 7 (2)

No. 5200 9378 6979) daughter of Mr. Pabitra Banerjee an Indian national, by faith Hindu, by occupation Service resident of No. 4B, Panchanantala Road, Kolkata 700 029 PO Sarat Bose Road PS Lake (iii) MAHABIR BANERJEE (PAN EXTPB1363M & Aadhaar No. 8969 1968 7612) son of Mr. Pabitra Banerjee an Indian national, by faith Hindu, by occupation self - employed of No. 4B, Panchanantala Road, Kolkata 700 029 PO Sarat Bose Road PS Lake, (iv) SAMIR KUMAR SARKAR (PAN QUZPS5649C and OCI Card No. A4493614) son of Late Upendra Chandra Sarkar, a citizen of USA, by faith Hindu, by occupation retired and presently residing at 225, 19th Avenue SE, Saint Petersburg, FI 33705 United States of America and is herein represented by his constituted attorney Ms. Chandrima Dutta (PAN ADIPD0819P & Aadhaar No. 9770 3700 0505) daughter of Late Gyanendra Chandra Deb, an Indian national, by faith Hindu, by occupation Housewife, presently residing at No. 6B, Dr. Sarat Banerjee Road, Kolkata 700 029, PO Sarat Bose Road, PS Tollygunge duly appointed yide power of attorney 29th April 2023 authenticated by the Consulate General of India in Atlanta, USA and adjudicated by the Stamp Superintendent Kolkata Collectorate on 5th June 2023 and (v) SALIL SARKAR (PAN QUFPS8317R and OCI Card No. A4607447) son of Late Upendra Chandra Sarkar, a citizen of USA, by faith Hindu, by occupation retired and presently residing at 7, Baker Way, Pennington, New Jersey 08534, United States of America and is herein represented by his constituted attorney Ms. Chandrima Dutta (PAN ADIPD0819P & Aadhaar No. 9770 3700 0505) daughter of Late Gyanendra Chandra Deb, an Indian national, by faith Hindu, by occupation Housewife, presently residing at No. 6B, Dr. Sarat Banerjee Road, Kolkata 700 029, PO Sarat Bose Road, PS Tollygunge duly appointed vide power of attorney 27th April 2023 authenticated by the Consulate General of India in New York, USA and adjudicated by the Stamp Superintendent Kolkata Collectorate on 5th June 2023 hereinafter collectively referred to as the OWNERS of the ONE PART AND SWASTIC PROJECTS PRIVATE LIMITED (PAN AADCS5305E) 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 one of its directors, **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 18th December 1936 and registered with the District Sub Registrar Alipore in Book No. I, volume No. 20 in pages 84 to 86 being No. 368 of 1937 the Trustees for the Improvement of Calcutta sold transferred and conveyed unto and in favour of Preo Nath Hore ALL THAT the piece or parcel of land containing by ad-measurement an area of 05 cottahs 01 chittack and 15 sq. ft. be the same a little more or less lying situate at and/or being plot No. 56 of the surplus lands in Improvement Scheme No. XXXIII formed out of old municipal premises Nos. 104/1 & 104/1/1, Lake Road being a part of holding No. 86, Sub Division R, Division VI, Dihi Panchannagram, District 24 Parganas, Thana Tollygunge Sub Registration Office Alipore (hereinafter referred to as the said LAND) for the consideration and in the manner as contained and recorded therein.
- B. Whilst purchase of the said Land the said Preo Nath Hore had only made payment of a part of the consideration amount and the remaining amount was secured by way of registered deed of security dated 18th December 1936 and registered with the District Sub Registrar Alipore in Book No. I, volume No. 17 in pages 222 to 227 being No. 369 of 1937 the said Preo Nath Hore in favour of the Trustees for the Improvement of Calcutta in the manner as contained and recorded therein.





- C. Pursuant to the full payment of the amount due of the Trustees for the Improvement of Calcutta in respect of the said Land by virtue of the Security deed as hereinbefore mentioned, by an Indenture dated 08th May 1937 and registered with the District Sub Registrar Alipore in Book No. I, volume No. 50 in pages 150 to 155 being No. 2079 of 1937 the Trustees for the Improvement of Calcutta released in favour of Preo Nath Hore the said Land absolutely and forever in the manner as contained and recorded therein.
- D. The said Preo Nath Hore during his lifetime constructed a three storied building on part of the said Land the same was renumbered as municipal premises No. 6B, Dr. Sarat Banerjee Road and the remaining vacant land was renumbered as municipal premises No. 6A, Dr. Sarat Banerjee Road.
- E. The said municipal premises Nos. 6A, Dr. Sarat Banerjee Road & 6B, Dr. Sarat Banerjee Road are hereinafter collectively referred to as the said PROPERTY and is morefully and particularly mentioned and described in the PART I of the FIRST SCHEDULE hereunder written.
- F. The said Preo Nath Hore during his lifetime made and published his last will and testament dated 22nd March 1953 whereby and wherein the said Preo Nath Hore apart from other bequeathments upon his death gave and bequeathed the said Property in the manner as following: -
 - The premises No. 6A, Dr. Sarat Banerjee Road to his son Girindra Nath Hore and daughter Bela Deb;
 - ii. In the premises No. 6B, Dr. Sarat Banerjee Road:
 - a. Northern, block of the ground floor of the three storied house and garage to Girindra Nath Hore;
 - b. Southern block of the ground floor of the three storied house to Santi Kar;



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- Southern block of first floor of the three storied house to Sudhira (Polly)
 Hore;
- Northern block of first floor of the three storied house to Shailo Bala
 Hore nee Kalyani Sarkar;
- e. Northern block of second floor of the three storied house to Bela Deb;
- f. Southern block of second floor of the three storied house to Chitra (Mary) Hore;

The above is subject to the life interest of residence of Saroj Bala Hore upon the southern block flat on the first floor;

- G. The said Preo Nath Hore died testate on 09th February 1967.
- H. Upon an application being made for grant of probate in respect of the last will and testament dated 22nd March 1953 of the said Late Preo Nath Hore the probate in respect thereof was granted on 20th August 1969 by the Ld. District Delegate at Alipore in Act 39 case No. 139 of 1969.
- I. The said municipal premises No. 6B, Dr. Sarat Banerjee Road is hereinafter referred to as the said PREMISES and is morefully and particularly mentioned and described in the PART II of the FIRST SCHEDULE hereunder written and the said municipal premises No. 6A, Dr. Sarat Banerjee Road is hereinafter referred to as the said ADJOINING PREMISES and is morefully and particularly mentioned and described in the PART III of the FIRST SCHEDULE hereunder written.
- J. The said Saroj Bala Hore died on 5th August 1976.
- K. The said Kalyani Sarkar died intestate on 2nd April 1990 leaving behind her surviving her two sons namely Salil Sarkar and Samir Sarkar as her only surviving legal heirs and/or representatives since her husband namely U. C. Sarkar predeceased her on 24th June 1984.





- L. The said Bela Deb died intestate on 5th May 1992 leaving behind her surviving husband namely Gyanendra Chandra Deb and two daughters namely Chitralekha Shalom and Chandrima Dutta as her only surviving legal heirs and/or representatives since her only son namely Chandra Sekhar Deb's death was registered on 12th December 1988 by the Kolkata Municipal Corporation.
- M. The said Gyanendra Chandra Deb died intestate on 22nd July 1993 leaving behind him surviving his two daughters namely Chitralekha Shalom and Chandrima Dutta as his only surviving legal heirs and/or representatives.
- N. The said Girindra Nath Hore died intestate on 25th June 1996 leaving behind him surviving his wife Minati Hore and two sons namely Pradip Hore and Prabir Hore as his only surviving legal heirs and/or representatives.
- O. The said Pradip Hore died intestate on 26th December 2002 leaving behind him surviving his mother Minati Hore, wife Suprava Hore and one son namely Deepanjan Hore and one daughter Deepsikha Hore as his only surviving legal heirs and/or representatives.
- P. The said Shanti Kar died intestate on 22nd January 2008 leaving behind her surviving her one daughter namely Manju Banerjee as her only surviving legal heirs and/or representatives since her husband namely Sachindra Kumar Kar predeceased.
- Q. The said Mary Hore a spinster died intestate on 30th May 2012 and it was expressly stated in the said last will and testament dated 22nd March 1953 of the said Late Preo Nath Hore that if Girindra Nath Hore or any of his daughters die before marriage or without any issue after marriage, his or her share will go to the rest of his children excepting Sailesh Kumar Hore





- R. The said Manju Banerjee died intestate on 26th May 2016 leaving behind her surviving her husband namely Pabitra Banerji, one daughter Sophia Banerjee and one son Mahabir Banerjee as her only surviving legal heirs and/or representatives.
- S. The said Prabir Hore died intestate on 09th December 2017 leaving behind him surviving his mother Minati Hore, wife Mousumi Hore and one son namely Debdut Hore as his only surviving legal heirs and/or representatives.
- T. The said Chitralekha Shalom died intestate on 11th September 2020 leaving behind her surviving her two sons namely Shib Sekhar and Pavitra Sekhar and two daughters namely Clara Pearl Shalom and Gauri as her only surviving legal heirs and/or representatives since her marriage with Ashok Bose was dissolved, thereafter she remarried and her husband namely George Shalom predeceased her on 23rd January 2010.
 - U. The said Polly (Sudhira) Hore a spinster died intestate on 6th April 2021 and the said Sailesh Hore did not inherit any share in the said Premises since it was expressly stated in the said last will and testament dated 22nd March 1953 of the said Late Preo Nath Hore that if his son Girindra Nath Hore or any of his daughters die before marriage or without any issue after marriage, his or her share will go to the rest of his children excepting Sailesh Kumar Hore.
 - V. The said Property is presently under an occupation of various tenants (hereinafter collectively referred to the said TENANTS) whose details are morefully and particularly mentioned and described in the SECOND SCHEDULE hereunder written.
 - W. By the deed of conveyance dated 11th April 2023 and registered with the District Sub Registrar IV Alipore South 24 Parganas in Book No. I, volume No. 1604 2023 page from 128814 to 128845 being No. 160404404 for the year 2023 the

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said Shib Sekhar, Pavitra Sekhar, Clara Pearl Shalom and Gauri sold transferred and conveyed unto and in favour of the Developer herein therein referred to as the Purchaser ALL THAT the undivided one – eight part and/or share into or upon the said Premises free of all encumbrances, charges, liens, lispendens, attachments, trusts, mortgages, suits, cases, whatsoever and/or howsoever for the consideration and in the manner as contained and recorded therein.

- X. The Owners herein are absolutely seized and possessed of or otherwise well and sufficiently collectively entitled to ALL THAT the undivided one – half part and/or share into or upon the said Premises free of all encumbrances, charges, liens, lispendens, attachments, trusts, mortgages, suits, cases, whatsoever and/or howsoever.
- Y. The existing buildings and structures at the said Property being dilapidated and old the Owners being desirous of causing the said Premises to be developed have along with other co owners 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 and/or the said Property upon the terms and conditions here after appearing.

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

ARTICLE-I-DEFINITIONS & INTERPRETATIONS

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

- 1A.1 *ARCHITECT shall mean and include such person or firm who may be appointed as architects of the building by the Developer.
- 1A.2 NEW BUILDING shall mean the proposed multistoried building 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>OWNERS</u> shall mean and include the Owners above named and shall include each of their respective heirs, executors, administrators, legal representatives and assigns;
- 1A.4 <u>CO OWNERS</u> shall mean and include the said Chandrima Dutta, Minati
 Hore, Suprava Hore, Deepanjan Hore, Deepsikha Hore, Mousumi Hore,
 Debdut Hore and Swastic Projects (P) Ltd.
- 1A.5 <u>DEVELOPER</u> shall mean and include the said SWASTIC PROJECTS PRIVATE LIMITED and its successor or successors – in – interest, transferors, nominee/s and/or assigns.
- 1A.6 <u>COMMON FACILITIES/PORTIONS</u> shall include paths, passages, stairways, elevator, water courses, drains, sewers, ultimate roof and other spaces and facilities whatsoever expressly specified by the Developer upon completion of the building for the establishment location enjoyment provision maintenance and/or management of the said New Building.
- 1A.7 <u>CONSTRUCTED SPACE</u> shall mean the space in the said New Building available for independent use and occupation including the space demarcated for common facilities and services.
- 1A.8 <u>CARPET AREA</u> shall mean the space in the said New Building available for the 'exclusive and independent use and occupation of the Owners or the Developer exclusively, over and above the space demarcated for common facilities and services in the New Building
- 1A.9 PROPERTY shall mean and include ALL THAT the piece or parcel of land containing by ad-measurement an area of about 05 (five) cottahs, 01 (One) chittack and 15 (fifteen) sq. ft. be the same a little more or less together with two Nos. buildings and other structures standing thereon and all lying situate at and/or being municipal premises Nos. 6A, Dr. Sarat Banerjee Road



- & 6B, Dr. Sarat Banerjee Road, Kolkata 700 029 PO Sarat Bose Road PS Tollygunge in ward No. 87 of the Kolkata Municipal Corporation and is morefully and particularly mentioned and described in the PART I of the FIRST SCHEDULE hereunder written.
- 1A.10 PREMISES shall mean and include ALL THAT the piece or parcel of land containing by ad-measurement an area of about 03 (three) cottahs, 01 (One) chittack and 15 (fifteen) sq. ft. be the same a little more or less together with a three storied building and other structures standing thereon and all lying situate at and/or being municipal premises No. 6B, Dr. Sarat Banerjee Road, Kolkata 700 029, PO Sarat Bose Road PS Tollygunge in ward No. 87 of the Kolkata Municipal Corporation and is morefully and particularly mentioned and described in the PART II of the FIRST SCHEDULE hereunder written.
- ADJOINING PREMISES shall mean and include ALL THAT the piece or parcel of land containing by ad-measurement an area of about 02 (two) cottahs be the same a little more or less together with a two storied building and other structures standing thereon and all lying situate at and/or being municipal premises No. 6A, Dr. Sarat Banerjee Road, Kolkata 700 029, PO Sarat Bose Road PS Tollygunge in ward No. 87 of the Kolkata Municipal Corporation and is morefully and particularly mentioned and described in the PART—III of the FIRST SCHEDULE hereunder written.
- 1A.12 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 Property 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.





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- 1A.13 OWNERS' ALLOCATION shall mean and include the 16.67% of the Constructed Space on the upper floors i.e. the 2/3rd of the entire one floor of the ground plus four storied proposed building which being the first floor of the said New Building together with 16.67% of the ground floor of the said New Building after providing the common parts and portion thereat together with undivided proportionate share in the land comprised in the said Property together with undivided proportionate share in the common parts and facilities details of all are morefully and particularly mentioned and described in PART I of the THIRD SCHEDULE hereunder written.
- 1A.14 <u>DEVELOPER'S ALLOCATION</u> (including Co Owners' Allocation) shall mean and include the all remaining of the Constructed Space on the upper floors i.e. 83.33% thereof being 1/3rd of one floor and the entire three floors of the ground plus four storied proposed building and being i.e. the 1/3rd of the first floor, the entire second floor, the entire third floor and the entire fourth floor of the said New Building together with all remaining of the ground floor of the said New Building and said Property after providing for the common parts and portions thereat, details of all are morefully and particularly mentioned and described in **PART II** of the **THIRD SCHEDULE** hereunder written.
- 1A.15 FORCE MAJEURE shall mean and include the circumstances beyond the control of the Developer such as fire, explosion, earthquake, lightning, epidemic, pandemic, lockdown, accumulation of rain water or any unforeseen weather condition, lockout, 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 Owners.





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- 1A.16 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.17 <u>TRANSFER</u> with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multistoried buildings to purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act 1961 and the Transfer of Property Act.

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

- 1B.1 A reference to a statutory provision includes a reference to any modification consolidation or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- 1B.2 Words denoting one gender include all other genders.
- 1B.3 Words denoting singular include the plural and vice versa.
- 1B.4 Words denoting persons include firms and corporations and vice versa and also*include their respective heirs, representatives, successors in title or permitted assigns as the case may be.
 - 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.



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- 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.

ARTICLE -II- REPRESENTATIONS & WARRANTIES

2. At or before the execution of this Agreement the Owners have assured and represented to the Developer as follows which has been relied upon fully by the Developer and the Developer has entered into this Agreement completely based upon the representations made by the Owners on good faith thereof:







- a) The Owners are seized and possessed of or otherwise well and sufficiently entitled to the undivided share into or upon the said Premises as the absolute Owners thereof with a marketable title in respect thereof;
- b) The said Premises is free of all encumbrances, charges, liens, lispendens, attachments, trusts, mortgages, suits, cases, trespass, occupiers whatsoever and/or howsoever;
- c) No suits or legal proceedings or prohibitory orders are pending and/or subsisting in respect of the title of the Owners and/or anything relating to and/or in respect of 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 and/or the said Property;
- 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) Save and except the said Tenants as mentioned herein, there is no other occupier/trespasser and/or tenant at the said Property and the remaining of the said Premises is in vacant peaceful and khas possession of the Owners herein and other co-owners exclusively.
- h) The freehold interest and/or ownership interest of the Owners into or upon the said Premises as on date does not stand mortgaged or encumbered or agreed to be mortgaged by the Owners 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 Owners for any purpose whatsoever or howsoever and all original title deeds in respect of the said Premises are in the custody of the Owners and/or the co-owners themselves;





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- The Owners have not entered into any agreement for sale and/or transfer in respect of the said Premises nor have any valid and/or subsisting agreement for development in respect of the said Premises or any part thereof;
- j) All municipal rates taxes and outgoing payable in respect of the said Premises upto the date of execution of these presents have been duly paid and discharged by the Owners and in respect of any outstanding rates taxes and outgoing the Owners 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;
 - k) The Owners do not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976;
 - The Owners are competent to enter into this Agreement and to carry out their obligations, as mentioned herein;
 - m) Save and except the said Samir Kumar Sarkar and Salil Sarkar all others of the Owners are resident Indian nationals and have ordinarily resided in India for more than 182 days in the previous final call year as per the Income Tax Act;
 - Premises hereif mentioned are true and factual and the Owners have 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 Owners doth hereby appoint the Developer as the exclusive Developer/Promoter for undertaking the development of the said Property.



Programme 1990

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ARTICLE-IV-PLANS & OTHERS

- 4.1 The Developer shall cause to have the said Property having two separate municipal holding Nos. to be amalgamated as one single municipal holding No. in the records of the Kolkata Municipal Corporation and for that the Owners shall sign, execute and register all necessary deeds, documents, instruments, plans, applications, forms and others as shall be necessary or be required at the cost of the Owners.
- 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 Property however the Developer shall be entitled to modify, change and/or alter the same and/or cause the same to be modified or altered at its own costs if so desired by the Kolkata Municipal Corporation or any other statutory body in the interest of the project.
- 4.3 The Owners 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 Owners shall from time to time submit all further plans and/or applications and other documents and papers on the advice of the Architect and do all further acts, deeds, things as may be required or otherwise relevant for the purpose, and/or otherwise to obtain all such clearance, sanctions, permissions and/or authorities as shall be necessary for the construction of the said New Building on the said Property.
- 4.5 The Developer shall submit in the name of the Owners 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 said New Building shall also be borne and paid by the Developer exclusively and the Owners 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 FOURTH 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 Owners shall be liable to and agree to pay all charges for providing any additional work in or relating to the Owners' Allocation at the request of the Owners and for providing any additional facility or utility for the Owners' Allocation or any part thereof.

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, amenites 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 - TENANTS

- 6.1 The said Tenants as mentioned in the PART I of the SECOND SCHEDULE hereunder written shall be settled and got vacated by the Owners at their own costs and account.
- 6.2 In the event of any amount is required to be paid and/or borne for vacating any or all of the said Tenants mentioned in Part I of the Second Schedule the same

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shall be to the account of the Owners exclusively and should any area be required to be provided the same shall be provided out of the Owners' Allocation exclusively.

- 6.3 If the Owners fail to settle the said Tenants or any of them within six months herefrom, then in that event the Developer shall be entitled to and is hereby authorised by the Owners to settle the said Tenants at the cost and account of the Owners in the manner as mentioned in clause 6.2 hereinabove and the settlement made with all of the said Tenants by the Developer shall be final, conclusive and binding upon the Owners.
- 6.4 As and when any of the said Tenants vacate the said Premises, the possession of those portions that were under the occupation of the said Tenants shall be delivered to the Developer who shall hold and possess the same until demolition of the existing building at the said Premises in terms hereof.
- 6.5 The Developer shall settle the tenant mentioned in PART II of the Second Schedule at its own cost, i.e. if any amount is required to be paid and/or borne for vacating the same such amount shall be borne and paid by the Developer and if any area is required to be provided the same shall be out of the Developer's

ARTICLE- VII-SPACE ALLOCATION

- 7.1 The Owners' Allocation is detailed out in PART I of the THIRD SCHEDULE hereunder written and the Developer's Allocation is detailed out in PART II of the THIRD SCHEDULE hereunder written.
- 7.2 Both the Owners 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 thetefrom and for which no further consent of the other party shall be required.
- 7.3 In the event of the Kolkata Municipal Corporation granting sanction of any additional floor i.e. the 5th floor, over the proposal of ground plus four floors the





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Alipere, South 24 Parganes

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same shall be shared in the ratio of 16.67:83.33 between the Owners and the Developer i.e. 16.67% shall belong exclusively to the Owners and 83.33% shall belong exclusively to the Developer. 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. The Owners shall also bear 16.67% of the cost of having the additional floor sanctioned.

ARTICLE-VIII- DELIVERY OF POSSESSION

- 8.1 Within 15 days from the date of receipt of the sanctioned plan from the Kolkata Municipal Corporation the Owners shall vacate the said Premises and shift to the alternate accommodation as hereinafter mentioned and deliver possession of the said Premises to the Developer, so as to enable the Developer to proceed with the development of the said Property in terms hereof.
- 8.2 The Developer shall for the alternate accommodation of the Owners and the said Chandrima Dutta at the choice and suitability of the said Chandrima Dutta reimburse the monthly rent/license fee for one flat of 02 bedrooms in the 01 Km vicinity, of the said Premises, with a maximum cap of Rs.20,000/= per English calendar month.
- 8.3 Upon receipt of the possession of the entirety of the said Property the Developer shall be entitled to demolish the existing building and structures standing thereon and all proceeds thereof shall belong exclusively to the Developer and the Owners shall have no claim and/or right thereupon.
- 8.4 The Owners' 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





District Sub-Registrar-IX
Registrar U/S 7 (2) of
Registration 1908
Allpore, South 24 Parganas

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- obligatory on the part of the Developer to obtain the completion certificate from the Kolkata Municipal Corporation prior to delivery of the Owners' Allocation.
- 8.5 The Developer hereby agrees to complete the construction of the building within 30 months from the date of commencement of construction of the said New Building (hereinafter referred to as the said SCHEDULED DATE OF COMPLETION). The Developer shall not incur any liability for any delay in the delivery of the possession by reasons of 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 Owners' Allocation.
- Allocation until such time the notice in writing to take the possession of the Owners' 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 Owners fail and/or neglect to take possession of the Owners' Allocation within 15 days from the date of issue of notice (hereinafter referred to as the said DATE OF POSSESSION).
- 8.7 Immediately after the completion of the said New Building and issue of notice to take possession of the Owners' Allocation the Owners 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.
- 8.8 The Owners 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.





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ARTICLE -IX- ARCHITECTS, ENGINEERS, ETC

- 9.1 For the purpose of development of the said Property 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.
 - 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 Owners 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 Owners 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 Property.
- 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 Owners shall incur any liability in respect thereof. The Developer shall indemnify and keep indemnified the Owners against all losses liabilities costs or third-party claims actions or proceedings thus arising.
- 10.3 The Owners 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 Property, or any part thereof without the consent in writing of the Developer, save and except the Owners' Allocation in the said New Building as herein mentioned.





District Sub-Registral Registrar U/S 7 (2) of Registration 1908 Alipore, South 24 Parganes

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b. Not to induct any person as a tenant or otherwise into or upon the said Property save and except the Owners' Allocation in the said New Building as herein mentioned.

ARTICLE-XI-TAXES MAINTENANCE ETC

- 11.1 The Developer shall pay all KMC rates & taxes on and from the date of commencement of the construction of the said New Building and prior thereto the Owners shall be responsible for due discharge of all rates, taxes and outgoing in respect of the said Property.
 - 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 Owners shall be deemed to have taken possession of the Owners' Allocation for the purpose of making payment of the rates and taxes and common expenses and maintenance charges whether actual physical possession of the Owners' Allocation is taken or not by the Owners.
 - 11.3 The Owners and the Developer shall from the Date of Possession of the Owners' Allocation maintain their respective portions at their own costs in a good and tenantable repair and shall not do or suffer to be done anything in or to the said Property and/or common areas and passages of the said New Building which may be against law or which will cause obstruction or interference to the user of such common area.
 - 11.4 After the said New Building is completed and the Owners' Allocation is delivered the Developer and the Owners shall form an association of the Owners/ occupants of the various flats in the said New Building with such rules and regulations as the Developer shall think fit and proper and the Owners and the Developer or its nominee/s shall be liable and agrees to make payment of the



District Sub-Registrar-IV Registrar U/S 7 (2) of Registration 1808 Alipere, South 24 Parpanee

1 8 JUL 2023

WATER TOTAL

- 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 Owners 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 Owners the Owners shall not be entitled and hereby agrees not to avail of any of the services.
 - 11.6 The Owners shall be liable to pay charges for electricity in or relating to the Owners' Allocation wholly and proportionately relating to common parts.

ARTICLE-XII-OBLIGATION OF THE OWNERS

- 12.1 The Owners 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 Owners' Allocation only.
- 12.2 The Owners shall grant a Power of Attorney in favour of the Developer or its nominee to enable to proceed with the obtaining of license and sanction of plans sanctions in respect of the building to be constructed on the said Property and authorising the Developer to represent the Owners before the Kolkata Municipal Corporation, CMDA, CESC Ltd. and other statutory authorities. The said Power of Attorney shall continue to be in force so long as this Agreement subsists and till the completion of the project.
 - 12.3 The Owners shall sign and execute necessary application papers documents and do all acts deeds and things as may be required in order to legally and effectively vest in the Developer or its nominee title to the Developer's Allocation in the said Property and for completing the construction of the building.





District Sub-Registral Registrar U/S 7 (2) of Registration 1908 Allpere, South 24 Parganan

18 JUL 2023

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12.4 The Owners shall grant a registered power of attorney in favour of the Developer so as to enable its authorized signatories to sign execute and register all deeds of conveyances in respect of the Developer's Allocation only, 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-XIII- MUTUAL OBLIGATION

- 13.1 The Owners and the Developer hereby agrees and covenants with each other not to violate or contravene any of the provisions of Rules applicable for construction of the said building or buildings at the said Property.
- 13.2 The Owners and the Developer hereby agrees and covenants with each other not to do any act deed or thing whereby any 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 Property.
- 13.3 The Owners 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 Property.
- 13.4 Notwithstanding anything contained herein nothing shall be construed as a demise or assignment in law and by virtue of this Agreement the Owners has granted the exclusive right of development of the said Property unto and in favour of the Developer.
- 13.5 The name of the said New Building shall remain to be such as shall be decided by the Developer and neither the Owners nor the Developer shall be entitled to change and/or alter the same.

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





District Sub-Registrer-Registrar U/S 7 (2) of Registration 1968 -Alipere, South 24 Parganas

18 JUL 2023

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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

PART - I

(PROPERTY)

ALL THAT the piece or parcel of land containing by ad-measurement an area of about 05 (five) cottahs, 01 (One) chittack and 15 (fifteen) sq. ft. be the same a little more or less together with two Nos. buildings and other structures standing thereon and all lying situate at and/or being municipal premises Nos. 6A, Dr. Sarat Banerjee Road & 6B, Dr. Sarat Banerjee Road, Kolkata 700 029 PO Sarat Bose Road PS Tollygunge in ward No. 87 of the Kolkata Municipal Corporation, having assessee Nos. 110870500075 & 110870500087 Sub Registry Office Alipore and is butted and bounded in the manner as follows: -

ON THE NORTH: By KMC Road named as Dr. Sarat Banerjee Road;

By municipal premises No. 8, Dr. Sarat Banerjee Road;

By municipal premises No. 4B, Dr. Sarat Banerjee

ON THE SOUTH:

By municipal premises No. 55, Raja Basanta Roy

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

PART - II

(PREMISES)

ALL THAT the piece or parcel of land containing by ad-measurement an area of about 03 (three) cottahs, 01 (One) chittack and 15 (fifteen) sq. ft. be the same a little more or less together with three storied building and other structures standing



District Sub-Registrar-V Registrer U/S 7 (2) of Registration 1988 Alpore, South 24 Pargane

1 8 JUL 2023

thereon and all lying situate at and/or being municipal premises No. 6B, Dr. Sarat Banerjee Road, Kolkata 700 029 PO Sarat Bose Road PS Tollygunge in ward No. 87 of the Kolkata Municipal Corporation, having assessee No. 110870500087 Sub Registry Office Alipore and is butted and bounded in the manner as follows: -

ON THE NORTH:

By KMC Road named as Dr. Sarat Banerjee Road;

ON THE EAST:

By municipal premises No. 8, Dr. Sarat Banerjee Road;

ON THE WEST:

By municipal premises No. 4B, Dr. Sarat Banerjee Road;

ON THE SOUTH:

By municipal premises No. 6A, Sarat Banerjee Road;

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

PART - III

(ADJOINING PREMISES)

ALL THAT the piece or parcel of land containing by ad-measurement an area of about 02 (two) cottahs be the same a little more or less together with two storied building and other structures standing thereon and all lying situate at and/or being municipal premises No. 6A, Dr. Sarat Banerjee Road, Kolkata 700 029 PO Sarat Bose Road PS Tollygunge in ward No. 87 of the Kolkata Municipal Corporation, having assessed No. 110870500075 Sub Registry Office Alipore and is butted and bounded in the manner as follows: -

ON THE NORTH:

By KMC Road named as Dr. Sarat Banerjee Road;

ON THE EAST:

By municipal premises No. 8, Dr. Sarat Banerjee Road;

ON THE WEST:

By municipal premises No. 4B, Dr. Sarat Banerjee Road;

ON THE SOUTH: By municipal premises No. 6A, Sarat Banerjee Road;

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





District Sub-Registrar-Registrar U/S 7 (2) of Registration 1908 Allpore, South 24 Parganas

18 JUL 2023

THE SECOND SCHEDULE ABOVE REFERRED TO

(TENANT)

PART-1

- Kalpana Sharma occupying the northern portion of the ground floor of the building at 6B, Dr. Sarat Banerjee Road;
- Shobna Agarwal (Now Me) occupying the southern portion of the ground floor of the building at 6B, Dr. Sarat Banerjee Road;

PART - II

Shankar Chakraborty occupying the front portion of the second floor of the building at 6B, Dr. Sarat Banerjee Road;

THE THIRD SCHEDULE ABOVE REFERRED TO

(ALLOCATIONS)

PART - I OWNERS' ALLOCATION

- The 16.67% of the Constructed Space on the upper floors i.e. the 2/3rd of the entire one floor of the ground plus four storied proposed building which being the 2/3rd of the first floor of the said New Building;
- The 16.67% of the ground floor of the said New Building i.e. i.e. 25% of the ground floor to be held jointly with Chandrima Dutta;
- 3. 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;

PART - II DEVELOPER'S ALLOCATION

 The 83.33% of the Constructed Space on the upper floors i.e. the entire three and 1/3rd floor of the ground plus four storied proposed building being the 1/3rd part of the first floor, the entire second floor, the entire third floor and the entire fourth floor of the said New Building;





District Sub-Registrer-L-Registrer U/9 7 (2) of Registration 1908 Alipore, South 24 Parganasi

. -18 JUL 2023

- 2. The 83.33% of the ground floor of the said New Building and said Property;
- 3. Undivided proportionate share in the land comprised in the said Property;
- 4. Undivided Proportionate share in the common parts and facilities to comprise in the said New Building and Premises;

THE FOURTH SCHEDULE ABOVE REFERRED TO

(SPECIFICATIONS)

Structure

Building designed on RCC frame & foundation conforming to

Indian Standards & National Building Code and AAC or

traditional bricks;

Internal Walls

White cement punning over cement plastering;

Doors

: Wooden frame with pre-laminated flush doors with cylindrical locks;

Windows

Powder Coated Aluminum frame & sliding with glassed panel;

Flooring

Vitrified tiles flooring in the rooms upto Rs.65/- per sq. ft., anti-

skid tile flooring in Kitchen, Toilet & Balcony, Black stone

flooring in Stairs & Common areas;

Kitchen

Work top in Granite and regular colour ceramic tiles above

counter with Stainless Steel sink;

Bathroom

Wall dados with regular colour ceramic tiles upto door height

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

Adequate capacity of repute make;

Power Back Up

Soundless genset system in fully acoustic enclosure with automatic switchover for all common facilities including lift;

Security

Electronic PBX connection to each unit, & CCTV for round the

clock surveillance;

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 **OWNERS** at Kolkata

in the presence of: Parriera Benerge Mousumintores 6B, Dr Sarat 5 Barryee Road, E Banisee Koae, -Kelkata - 700029 Left Right Sophia Banerjee Left Right Mahabir Bonebee Left .Right



District Sub-Registrer - Registrar U/S 7 (2) of Registration 1908
Alipore, South 24 Pargana

For Samir Kumar Sarber and Sali Sarbar

Chandring Julia

(As constituted attorney)

Left

Right

SIGNED SEALED AND DELIVERED

by the **DEVELOPER** at Kolkata

in the presence of:

For Swastie Projects Pvt. Ltd.

Director

2) Rayorh Insh Alipor Pelice Cont Kel-27



Dilip kumar goel
Advocate
Alipore Court
F/873/793/99







Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS, District Name: South 24-Parganas
Signature / LTI Sheet of Query No/Year 16042001763954/2023

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

	- Gillian Coli	mo r oroon(Itting the Execution at 1 mate 110	
SI No.	Name of the Executant	Category	Finger Print	Signature with
1	Mr Satwic Vivek Ruia City:- , P.O:- Ballygunge, P.S:-Gariahat, District:- South 24-Parganas, West Bengal, India, PIN:- 700019	Represent ative of Developer [Swastic Projects Pvt Ltd]		S S S S S S S S S S S S S S S S S S S
SI No.	Name of the Executant	Category	Finger Print	Signature with date
2	Mr Pabitra Banerji City:-, P.O:- Sarat Bose Road, P.S:-Lake, District:- South 24-Parganas, West Bengal, India, PIN:- 700029	Land Lord		Payra 13 armyle 18.07.23
SI No.	Name of the Executant	Category	Finger Print	Signature with date
3	Ms Sophia Banerjee City:- , P.O:- Sarat Bose Road, P.S:-Lake, District:-South 24- Parganas, West Bengal, India, PIN:- 700029	Land Lord		Sophie Benenje 18/07/2023



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

			s) admitting the Ex	ecution	at Private Resid	ence.
SI lo.	Name of the Executar	nt Category	ni -i		Finger Print	Signature with date
4	Mr Mahabir Banerjee City:- , P.O:- Sarat Bos Road, P.S:-Lake, District:-South 24- Parganas, West Benga India, PIN:- 700029		STATE OF THE PARTY			Motobin Burstier
SI No.	Name of the Executa	nt Category	A State of the sta	THE REAL PROPERTY.	Finger Print	Signature with date
5	Ms Chandrima Dutta City:- , P.O:- Sarat Bos Road, P.S:-Tollygunge District:-South 24- Parganas, West Benga India, PIN:- 700029	, Lord [Mr Samir				Chardina Sula 16/7/23
SI No.		Ider	ntifier of	Phot	o Finger Pri	nt Signature with date
1	Son of Mr Jadav Mondal	Banerji, Ms So	k Ruia, Mr Pabitra phia Banerjee, Mr jee, Ms Chandrima			Jim Mandel 18.07.2023

(Anupam Halder)

DISTRICT SUBREGISTRAR

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





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





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BRN Date:

Method:

Payment Init. Date:

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SBIePay Payment

Gateway

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State Bank of India New

PG CC

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2001763954/1/2023

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

Ms Swastic Projects Pvt Ltd

Address:

21/2 Ballygunge place kolkata 700019

Mobile:

9831312355

Period From (dd/mm/yyyy): Period To (dd/mm/yyyy):

12/07/2023 12/07/2023

Payment Ref ID:

2001763954/1/2023

Dept Ref ID/DRN:

2001763954/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
		Property Registration- Stamp duty	0030-02-103-003-02	39970
1	2001763954/1/2023	Troperty regulation Food	0030-03-104-001-16	21
2	2001763954/1/2023	Property Registration-Registration Fees	0030-03-104-001 10	
		All	Total	39991

IN WORDS:

THIRTY NINE THOUSAND NINE HUNDRED NINETY ONE ONLY.



ভাগতের নির্বাচন ক্ষমিশন শরিচয় শত্র FLECTION COMMISSION OF INDIA IDENTITY CARD

LYK0005793



निर्गाठटकव नाभ ्मिनित मछन

Elector's Name : Sisir Mondal

পিতাৰ নাম

্যাদ্য মণ্ডপ

Father's Name

· Jadab Mondal

Sex / Sex

:75 / M

জন্ম জানিব Date of Birth XX/XX/1984

Willia Monde

TYK0005793

পেটুৱা মণ্ডল পাড়া ও কইদাসপাড়া পেটুৱা ৰাক্ষইপুর मकिन 24 गत्रगमा 700147

Address: PETUA MONDAL PARA O RUIDASPARA PETUA BARUIPUR SOUTH 24 PARGANAS 70014Z

Date: 10/12/2008 140-ৰাক্ষইশুর শশ্চিম নিৰ্বাচন ক্ষেত্ৰের নিৰ্বাচক নিবছান লাবিকারিকের শাক্ষরের অনুকৃতি Facsimile Signature of the Electoral Registration Officer for 140-Barnipur Paschim Constituency

ঠিকানা পরিষর্তন ব্লে নকুন টিকানায় ভোটায় লিব্রে নাম তোলা ও একই নগমের নতুন সহিত্র পরিচয়পত্র পাওয়ার कता निर्मिष्ठ कर्प और गतिकवनरद्धत नन्द्रतिक केरक्षण करून। 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 報い毎日



Government of West Bengal Directorate of Registration & Stamp Revenue e-Assessment Slip

Query No / Year	2001763954/2023	Office where deed will be registered		
Query Date 12/07/2023 2:48:45 PM		Deed can be registered in any of the offices mentioned on Note: 11		
Applicant Name, Address & Other Details	Uday Jalan 21/2, Ballygunge Place Kolkata,Tha BENGAL, PIN - 700019, Mobile No.	na : Gariahat, District : South 24-Parganas, WEST : 9831312355, Status :Advocate		
Company of the second second second	BENGAL, FIN - 7000 19, Mobile 110	Additional Transaction		
Transaction		[4305] Declaration [No of Declaration : 2]		
0110] Sale, Development Agreement or Construction		[4303] Dodaiausi [
agreement	constant a exemple a stream when	Market Value		
Set Forth value	association and the second	Rs. 1,63,69,668/-		
		Total Registration Fee Payable		
Total Stamp Duty Payable		Rs. 21/- (Article:E, E)		
Rs. 40,020/- (Article:48(g))	Amount of Stamp Duty to be Paid by Non Judicial		
Mutation Fee Payable	Expected date of Presentation of Deed	Stamp		
Services II The Control of the North		Rs. 50/-		
D				
Remarks				

District: South 24-Parganas, Thana: Tollygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sarat Banerjee Road, , Premises No: 6B, , Ward No: 087, Pin Code : 700029

Sch	Plot	Khatian	Land UseF	ROR Area of Land	OCH OIM	Market Value (In Rs.)	Other Details
	No Number L2 (RS:-)	Number	Bastu	3 Katha 1 Chatak 15 Sq Ft		1,52,62,499/-	Property is on Road Encumbered by Tenant,
	Grand	Total :		5.0875Dec	0 /-	152,62,499 /-	



Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value	Other Details
S2	On Land L2	2700 Sq Ft.	0/-	11,07,169/-	Structure Type: Structure Tenanted,

Gr. Floor, Area of floor : 900 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor : 900 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 2, Area of floor: 900 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete

Total: 0 sq ft	0 /	11,07,169 /-
i otal . ju sq it	0 /	11,01,110

Land Lord Details:

SI	nd Lord Details : Name & address	Status	Execution Admission Details :
1		Individual	Executed by: Self To be Admitted by: Self
2		Individual	Executed by: Self To be Admitted by: Self
3	Mr Mahabir Banerjee Son of Mr Pabitra Banerjee, City:-, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. exxxxxxx3m, Aadhaar No.: 89xxxxxxxx7612, Status :Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
4		Individual	Executed by: Attorney
5	Mr Salil Sarkar Son of Late Upendra Chandra Sarkar, City:-, New Jersey, United States, PIN:- 08534 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: United States, PAN No. quxxxxxx7r, ,Aadhaar No Not Provided by UIDAIStatus: Individual, Executed by: Attorney	Individual	Executed by: Attorney



Developer Details :

SI	Name & address	Status	Execution Admission Details :
	Swastic Projects Pvt Ltd (Private Limited Company) ,City:- , P.O:- Ballygunge, P.S:-Gariahat, District:-South 24- Parganas, West Bengal, India, PIN:- 700019 PAN No. aaxxxxxx5e, ,Aadhaar No Not Provided by UIDAIStatus :Organization, Executed by: Representative	Organization	Executed by: Representative

Attorney Details:

SI	Stricy Details :	Name & Address	Attorney of
7.2	Tollygunge, District:-S Sex: Female, By Cas		Mr Samir Kumar Sarkar, Mr Salil Sarkar

Representative Details:

SI	Name & Address	Representative of
No		Swastic Projects Pvt Ltd (as
	Mr Satwic Vivek Ruia Son of Mr Vivek RuiaCity:- , P.O:- Ballygunge, P.S:-Garlahat, District:-South 24- Parganas, West Bengal, India, PIN:- 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. bixxxxxx2m , Aadhaar No.: 37xxxxxxxxx5326	Director)

Identifier Details:

Name & address
Ir Sisir Mondal on of Mr Jadav Mondal ity:- Baruipur, P.O:- Baruipur, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India, PIN:- 700147, Sex: Male, ity:- Baruipur, P.O:- Baruipur, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India, PIN:- 700147, Sex: Male, y Caste: Hindu, Occupation: Service, Citizen of: India, , Identifier Of Mr Satwic Vivek Ruia, Mr Pabitra Banerji, Ms ophia Banerjee, Mr Mahabir Banerjee, Ms Chandrima Dutta

Transf	Fransfer of property for L2				
SI.No	From	To. with area (Name-Area)			
	Mr Pabitra Banerji	Swastic Projects Pvt Ltd-1.0175 Dec			
	Ms Sophia Banerjee	Swastic Projects Pvt Ltd-1.0175 Dec			
	Mr Mahabir Banerjee	Swastic Projects Pvt Ltd-1.0175 Dec			
	Mr Samir Kumar Sarkar	Swastic Projects Pvt Ltd-1.0175 Dec			
	Mr Salil Sarkar	Swastic Projects Pvt Ltd-1.0175 Dec			



Sc. No.	and Land or Building Details a Property Identification by KMC		Owner Details of Property	Land or Building Details
L2	Assessment No. : 110870500087 Premises No. : 6B Ward No. : 087 Street Name : DR SARAT BANERJEE ROAD	Reference Deed No. : Date of Registration. : Office Where Registered :	Owner Name ; SM BELA DEB SRI GIRINDRANATH HORE SM POLLY SUDHIRA H , SM SANTI KAR & SM SAILABALA SARKAR Owner Address : 6B DR SARAT BANERJEE ROAD , CALCUTTA 700029 Pin No. :	

Note:

- If the given information are found incorrect, then the assessment made stands invalid.
- Query is valid for 30 days (i.e. upto 11-08-2023) for e-Payment. Assessed market value & Query is valid for 30 days.(i.e. upto 11-08-2023)
- Standard User charge of Rs. 300/-(Rupees Three hundred) only includes all taxes per document upto 17 (seventeen) pages and Rs 9/- (Rupees Nine) only for each additional page will be applicable.
- e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
- e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
- 6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
- Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
- 8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
- 9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
- 11. This eAssessment Slip can be used for registration of respective deed in any of the following offices: D.S.R. I SOUTH 24-PARGANAS, D.S.R. II SOUTH 24-PARGANAS, D.S.R. IV SOUTH 24-PARGANAS, A.D.S.R. ALIPORE, D.S.R. V SOUTH 24-PARGANAS, A.R.A. I KOLKATA, A.R.A. II KOLKATA, A.R.A. III KOLKATA, A.R.A. IV KOLKATA

Major Information of the Deed

Deed No:	I-1604-08930/2023	Date of Registration	19/07/2023	
Query No / Year 1604-2001763954/2023		Office where deed is registered		
Query Date 12/07/2023 2:48:45 PM		D.S.R IV SOUTH 24-PARGANAS, District: South 24-Parganas		
Applicant Name, Address & Other Details	Uday Jalan 21/2, Ballygunge Place Kolkata,T BENGAL, PIN - 700019, Mobile N	hana : Gariahat, District : Sou No. : 9831312355, Status :Adv	th 24-Parganas, WEST ocate	
Transaction		Additional Transaction		
	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2] Market Value Rs. 1,63,69,668/- Registration Fee Paid		
Set Forth value				
Det i Otti valde				
Champduty Baid/SD)	The second secon			
Stampduty Paid(SD)		Rs 53/- (Article:E, E, M(b), H)		
Rs. 40,020/- (Article:48(g))	The second of th	the applicant for issuing	the assement slip.(Urba	
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing		

Land Details:

District: South 24-Parganas, P.S:- Tollygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sarat

Banerjee Road, , Premises No: 6B, , Ward No: 087 Pin Code : 700029

Sch	Plot Number	Khatian	Land Proposed	Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2		Humber	Bastu		3 Katha 1 Chatak 15 Sq Ft		1,52,62,499/-	Property is on Road Encumbered by Tenant,
\vdash	Grand	Total :		1	5.0875Dec	0 /-	152,62,499 /-	

Structure Details:

Struct	die Detaile .		THE RESERVE THE PERSON NAMED IN	an a described	Other Details
Sch	Structure Details	Area of Structure	Setforth Value (In Rs.)	(in Rs.)	Other Details
No	Details	Guarinia		44.07.4001	Structure Type: Structure Tenanted,
S2	On Land L2	2700 Sq Ft.	0/-	11,07,169/-	Structure Type. Structure Terramod,

Gr. Floor, Area of floor: 900 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 900 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 2, Area of floor: 900 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete

Total	: 0 sq ft	0 /-	11,07,169 /-	

Land Lord Details:

1	Name Address Bhata Flanca L. C.
lo	Name, Address, Photo, Finger print and Signature
1	Mr Pabitra Banerji Son of Late Amulyaratan Banerjee City:-, P.O:- Sarat Bose Road, P.S:-Lake, District:-South24-Parganas, West Bengal, India, PIN:- 700029 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: adxxxxxx1e, Aadhaar No: 52xxxxxxxx5530, Status:Individual, Executed by: Self, Date of Execution: 18/07/2023 , Admitted by: Self, Date of Admission: 18/07/2023, Place: Pvt. Residence, Executed by: Self, Date of Execution: 18/07/2023 , Admitted by: Self, Date of Admission: 18/07/2023, Place: Pvt. Residence
2	Ms Sophia Banerjee Daughter of Mr Pabitra Banerjee City:- , P.O:- Sarat Bose Road, P.S:-Lake, District:-South24-Parganas, West Bengal, India, PIN:- 700029 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ayxxxxxx3n, Aadhaar No: 52xxxxxxxx6979, Status: Individual, Executed by: Self, Date of Execution: 18/07/2023 , Admitted by: Self, Date of Admission: 18/07/2023, Place: Pvt. Residence, Executed by: Self, Date of Execution: 18/07/2023 , Admitted by: Self, Date of Admission: 18/07/2023, Place: Pvt. Residence
3	Mr Mahabir Banerjee Son of Mr Pabitra Banerjee City:-, P.O:- Sarat Bose Road, P.S:-Lake, District:-South24-Parganas, West Bengal, India, PIN:- 700029 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: exxxxxxx3m, Aadhaar No: 89xxxxxxxx7612, Status: Individual, Executed by: Self, Date of Execution: 18/07/2023, Admitted by: Self, Date of Admission: 18/07/2023, Place: Pvt. Residence, Executed by: Self, Date of Execution: 18/07/2023, Admitted by: Self, Date of Admission: 18/07/2023, Place: Pvt. Residence
4	N. O V Carker
5	

Developer Details :

SI	Name, Address, Photo, Finger print and Signature
1	Swastic Projects Pvt Ltd City:-, P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, PAN No.:: aaxxxxxx5e, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Attorney Details:

SI No	Name, Address, Photo, Finger print and Signature
1	Ms Chandrima Dutta Daughter of Late Gyanendra Chandra Deb City:-, P.O:- Sarat Bose Road, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700029, Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: adxxxxxxx9p, Aadhaar No: 97xxxxxxxxx0505 Status: Attorney, Attorney of: Mr Samir Kumar Sarkar, Mr Salil Sarkar

Representative Details:

SI No	Name,Address,Photo,Finger print and Signature
	Mr Satwic Vivek Ruia (Presentant) Son of Mr Vivek Ruia City:-, P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: bixxxxxx2m, Aadhaar No: 37xxxxxxxxx5326 Status: Representative, Representative of: Swastic Projects Pvt Ltd (as Director)

Identifier Details:

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

Identifier Of Mr Satwic Vivek Ruia, Mr Pabitra Banerji, Ms Sophia Banerjee, Mr Mahabir Banerjee, Ms Chandrima Dutta

Transf	er of property for L2	
SI.No	From	To. with area (Name-Area)
1	Mr Pabitra Banerji	Swastic Projects Pvt Ltd-1.0175 Dec
2	Ms Sophia Banerjee	Swastic Projects Pvt Ltd-1.0175 Dec
3	Mr Mahabir Banerjee	Swastic Projects Pvt Ltd-1.0175 Dec
4	Mr Samir Kumar Sarkar	Swastic Projects Pvt Ltd-1.0175 Dec
5 -	Mr Salil Sarkar	Swastic Projects Pvt Ltd-1.0175 Dec
Trans	fer of property for S2	
	From	To. with area (Name-Area)
1	Mr Pabitra Banerji	Swastic Projects Pvt Ltd-540.00000000 Sq Ft
2	Ms Sophia Banerjee	Swastic Projects Pvt Ltd-540.00000000 Sq Ft
3	Mr Mahabir Banerjee	Swastic Projects Pvt Ltd-540.00000000 Sq Ft
4	Mr Samir Kumar Sarkar	Swastic Projects Pvt Ltd-540.00000000 Sq Ft
5	Mr Salil Sarkar	Swastic Projects Pvt Ltd-540.00000000 Sq Ft

Endorsement For Deed Number : I - 160408930 / 2023

On 17-07-2023

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,63,69,668/-



Anupam Halder DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 18-07-2023

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

Presented for registration at 16:15 hrs on 18-07-2023, at the Private residence by Mr Satwic Vivek Ruia,.

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

Execution is admitted on 18/07/2023 by 1. Mr Pabitra Banerji, Son of Late Amulyaratan Banerjee, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Retired Person, 2. Ms Sophia Banerjee, Daughter of Mr Pabitra Banerjee, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Service, 3. Mr Mahabir Banerjee, Son of Mr Pabitra Banerjee, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN -700029, by caste Hindu, by Profession Others

Indetified by Mr Sisir Mondal, , , Son of Mr Jadav Mondal, 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 18-07-2023 by Mr Satwic Vivek Ruia, Director, Swastic Projects Pvt Ltd (Private Limited Company), City:-, P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 Indetified by Mr Sisir Mondal, , , Son of Mr Jadav Mondal, P.O: Baruipur, Thana: Baruipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700147, by caste Hindu, by profession Service

Executed by Attorney

Execution by Ms Chandrima Dutta, , Daughter of Late Gyanendra Chandra Deb, P.O: Sarat Bose Road, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by profession Service as constituted attorney for 1. Mr Samir Kumar Sarkar P.O: Saint Petersburg, Florida, United States, PIN - 33705, 2. Mr Salil Sarkar P.O: PENNINGTON, New Jersey, United States, PIN - 08534 is admitted by him

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



Anupam Halder DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - IV SOUTH 24-**PARGANAS**

South 24-Parganas, West Bengal

On 19-07-2023

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/07/2023 5:36PM with Govt. Ref. No: 192023240125795848 on 12-07-2023, Amount Rs: 21/-, Bank: SBI EPay (SBIePay), Ref. No. 6619514576119 on 12-07-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 39,970/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 184503, Amount: Rs.50.00/-, Date of Purchase: 02/02/2023, Vendor name: Suranjan Mukheriee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/07/2023 5:36PM with Govt. Ref. No: 192023240125795848 on 12-07-2023, Amount Rs: 39,970/-, Bank: SBI EPay (SBIePay), Ref. No. 6619514576119 on 12-07-2023, Head of Account 0030-02-103-003-02

(May.

Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2023, Page from 286401 to 286443
being No 160408930 for the year 2023.



Digitally signed by Anupam Halder Date: 2023.07.25 11:25:19 +05:30 Reason: Digital Signing of Deed.

(Helm)

(Anupam Halder) 2023/07/25 11:25:19 AM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)