

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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District Sub Registrar-V Alipore, South 24 Parganas

THIS AGREEMENT is made this 10th day of March Two Thousand and Twenty Two BETWEEN PAMPA SINHA (PAN BZOPS8358B & Aadhaar No. 6337 7748 8667) daughter of Late Kamal Kumar Sinha an Indian national, by faith Hindu, by







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2 & 3, K. S. Rox Hood, Kel-1 M.C. TI Enalisible DISTRICT SUB REGISTRAR-V SOUTH 24 PGS, ALIPORE V. C. T. # 1018 160 MAR 2022

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Aloke Soha

6319 0757) son of Late Kamal Kumar Sinha an Indian national, by faith Hindu, by occupation Business both presently residing at No. 53, Paddapukur Road, Kolkata -700 020, PO Lala Lajpat Rai Sarani PS Bhawnipore and also of 38/3, Baghbazar Street, Kolkata 700 003, PO Baghbazar, PS Shyampukur jointly referred to as the OWNERS of the FIRST PART AND SWASTIC HEIGHTS PRIVATE LIMITED (PAN AABCH2817C) 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. Vivek Ruia (PAN ACPPR8539Q) son of Late Sheo Kumar 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 SECOND PART AND ALOKE SAHA (PAN AMEPS7920D & Aadhaar No. 3697 4866 4457) son of Late Ashutosh Saha an Indian national, by faith Hindu, by occupation Business of Geetanjali Construction, sole proprietor, 376, N. S. C. Bose Road, Kolkata 700 047, PO Naktala PS Netaji Nagar, and presently residing at No. 51, Sripally, Purbaputiary, PO & PS Regent Park, Kolkata 700 033 hereinafter referred to as the CONFIRMING PARTY of the THIRD PART:

WHEREAS:

A. By the Indenture dated 29th May 1945 and registered with the District Sub – Registrar, Alipore in Book No. 1, volume No. 45, pages 14 to 21 being No. 1684 for the year 1945 one Shiva Narayan Bose sold transferred and conveyed unto and in favour of Panchanan Sinha, Anath Nath Sinha and Probhat Chandra Sinha ALL THAT the piece or parcel of land containing by ad-measurement an area of about 05 cottahs and 05 chittacks be the same a little more or less together with the brick built dwelling house lying situate at and/or being municipal premises No. 53, Padmapukur Road now Paddapukur Road, Kolkata 700 020 PO Lala Lajpat





Rai Sarani, PS Bhowanipore (hereinafter referred to as the said **PREMISES**) and in morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written in the manner and for the consideration as contained and recorded therein.

- B. The said Ananth Nath Sinha (since deceased) died intestate leaving behind him surviving his one son namely Kamal Kumar Sinha as his only surviving legal heir and/or representative since his wife namely Gahna Sinha had predeceased him.
- C. The said Panchan Sinha (since deceased) a bachelor died intestate on 03rd May 1959 leaving him surviving his sister namely Hemalini Ghosh as his only surviving legal heiress and/or representative in accordance with the Hindu Law of Succession.
- D. The said Hemalini Ghosh out of natural love and affection she had for Kamal Kumar Sinha (since deceased) and Probhat Chandra Sinha (since deceased) gifted her share in the said Property to the said Kamal Kumar Sinha (since deceased) and Probhat Chandra Sinha (since deceased) absolutely and forever.
- E. The said Probhat Chandra Sinha also a bachelor died intestate on 19th November 1982, leaving behind him surviving the said Pushpa Rani Bose (since deceased) and the said Kamal Kumar Sinha (since deceased) as his only surviving legal heirs and/or representatives in accordance with the Hindu Law of Succession since the said Hemalini Ghosh predeceased him and she had no issues.
- F. The said Pushpa Rani Bose (since deceased) died intestate on 09th November 2004 leaving behind her surviving her only son namely Debasish Bose as her only legal heir since her husband namely Shibnarayan Bose predeceased her on 09th February 1982.

- G. The said Kamal Kumar Sinha died intestate on 08th July 2008 leaving behind him surviving his only son namely Pinaki Sinha and one daughter namely Pampa Sinha as his only surviving legal heirs and/or representatives since his wife namely Gita Sinha predeceased him on 24th February 1996.
- H. By an agreement dated 01st June 2009 and registered with the District Sub Registrar I, Alipore, South 24 Parganas in Book No. I, CD volume No. 8, in pages 3978 to 3995 being deed No. 01806 for the year 2009 the said Debasis Bose agreed to sell and transfer in favour of the said Pinaki Sinha and Pampa Sinha ALL THAT his undivided 1/4th part and/or share into or upon the said Premises free of all encumbrances whatsoever and/or howsoever.
- I. By an agreement dated 22nd May 2009 the Owners along with the said Debasis Bose herein had granted the right of development of the said Premises unto and in favour of the Confirming Party herein in the manner and upon the terms as contained and recorded therein.
- J. By the Deed of Sale dated 25th October 2021 and registered with the District Sub Registrar I, Alipore South 24 Parganas in Book No. I, volume No. 1601 2021 page from 133008 to 133 032 being No. 160102663 for the year 2021 the said Debasis Bose sold transferred and conveyed unto and in favour of the said Pinaki Sinha and Pampa Sinha ALL THAT the undivided one fourth part and/or share into or upon the said Premises in the manner and for the consideration as contained and recorded therein.
- K. The existing building and structures at the said Premises being dilapidated and old and the Confirming Party unable to proceed further in the development work approached the Developer herein to take up the development work in its place and stead and therefore the Owners have agreed to appoint the Developer herein

who is a reputed promoter as the exclusive Developer for undertaking the work of Development of the said Premises upon the terms and conditions hereinafter appearing.

L. It has been agreed by and between the parties hereto that the said Premises shall be amalgamated with the adjoining conjoined municipal premises No. 1/1A, Prannath Pandit Street, Kolkata 700 025 PS Bhawanipore.

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 <u>NEW BUILDING</u> shall mean the proposed multistoried building to be constructed at the said Property in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation and other appropriate authority or authorities for construction on the said Property.
- 1A.3 <u>OWNERS</u> shall mean and include the Owners above named and shall include both of their respective heirs, executors, administrators, legal representatives and assigns;
- 1A.4 <u>DEVELOPER</u> shall mean and include the said <u>SWASTIC HEIGHTS</u>
 PRIVATE <u>LIMITED</u> and its successor or successors in interest, transferee/s, nominee/s and/or assigns.
- 1A.5 <u>CONFIRMING PARTY</u> shall mean and include his heirs, executors, administrators, legal representatives and assign/s.
- 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
- PREMISES shall mean and include ALL THAT the piece or parcel of land containing by ad-measurement an area of about 05 cottahs and 05 chittacks be the same a little more or less together with a two storied dilapidated building all lying situate at and/or being municipal premises No. 53, Paddapukur Road, Kolkata 700 020 PO Lala Lajpat Rai Sarani PS Bhowanipore (hereinafter referred to as the said PREMISES) and is morefully and particularly mentioned and described in the FIRST SCHEDULE hereunder written.
- 1A.10 <u>CONTIGIOUS PREMISES</u> shall mean and include ALL THAT the said premises No. 1/1A, Prannath Pandit Street, Kolkata 700 025 PS Bhawanipore.
- 1A.11 PROPERTY shall mean and include the merged and amalgamated land comprising the said Premises and the said Contiguous Premises.
- 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.

- 1A.13 OWNERS' ALLOCATION shall mean and include an area of 3400 sq. ft. built up floor area on the first floor of the said new building so as to comprise of three flats 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 whereof are morefully and particularly mentioned and described in PART I of the SECOND SCHEDULE hereunder written.
- 1A.14 CONFIRMING PARTY'S ALLOCATION shall mean and include 50% of the total constructed space on all floors less 2900 sq. ft. built up floor area in the proposed new building on the upper floors to be provided to the Owners and additionally 3250 sq. ft. built up area to be provided to the Developer together with 50% of the ground floor of the said New Building to be constructed at the said Property together with undivided proportionate share in the common parts and facilities details whereof are morefully and particularly mentioned and described in PART II of the SECOND SCHEDULE hereunder written
- 1A.15 DEVELOPER'S ALLOCATION shall mean and include 50% of the total constructed space on all floors (less 500 sq. ft. built up floor area to be provided to the Owners and add 3250 sq. ft. built up area to receive from the Confirming Party) together with 50% of the ground floor of the said New Building to be constructed at the said Property together with undivided proportionate share in the common parts and facilities details whereof are morefully and particularly mentioned and described in PART III of the SECOND SCHEDULE hereunder written
- 1A.16 FORCE MAJEURE shall mean and include the circumstances beyond the control of the Developer such as fire, explosion, earthquake, lightning, epidemic, accumulation of rain water or any unforeseen weather condition,

lockdown, 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.

- 1A.17 **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.18 **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multistoried buildings to purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act 1961 and the Transfer of Property Act.

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

- 1B.1 A reference to a statutory provision includes a reference to any modification consolidation or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- 1B.2 Words denoting one gender include all other genders.
- 1B.3 Words denoting singular include the plural and vice versa.
- 1B.4 Words denoting persons include firms and corporations and vice versa and also include their respective heirs, personal, representatives, successors in title or permitted assigns as the case may be.
- 1B.5 Where a word or phrase is defined, other parts of speech and grammatical form of that word or phrase shall have the corresponding meanings.

- 1B.6 Any reference to an Article, Appendix, Clause, Sub-Clause, paragraph, sub-paragraph, Schedule or Recital is a reference to an article, appendix, clause, sub-clause, paragraph, sub-paragraph, schedule or recital of this Agreement.
- 1B.7 Any reference to this Agreement or any of the provisions thereof includes all amendments and modifications made to this Agreement from time to time in force.
- 1B.8 Any reference to any agreement, instrument or other document (a) shall include all appendices, exhibits and schedules thereto and (b) shall be a reference to such Agreement, instrument or other document as amended, supplemented, modified, suspended, restated or novated from time to time
- 1B.9 If any period is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day.
- 1B.10 If any time limit pursuant to the provisions of this Agreement falls on a day that is not a business day (i.e. A day on which licensed banks are not open for business) then that time limit is deemed to only expire on the next business day.
- 1B.11 The schedules shall have effect and be construed as an integral part of this Agreement.
- 1B.12 The headings in this Agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this Agreement.
- 1B.13 Any reference to writing shall include printing, typing, lithography and other means of reproducing words in visible form.
- 1B.14 The terms "hereof", "hereby", "hereto", "hereunder" and similar terms shall refer to this Agreement as a whole, and

ARTICLE -II- REPRESENTATIONS & WARRANTIES

2.1 At or before the execution of the Agreement the Owners have jointly and severally 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:
- a) The Owners are seized and possessed of or otherwise well and sufficiently entitled to 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, tenancies, 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;
- 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 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 themselves;
- h) Save and except the said agreement dated 22nd May 2009 with the Confirming Party herein, 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;
- 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 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;
- j) The Owners do not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976;
- k) The Owners are competent to enter into this Agreement and to carry out their respective obligations, as mentioned herein;
- The Owners are resident Indian nationals and have 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 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 do hereby with the consent and concurrence of the Confirming Party appoint the Developer as the exclusive Developer/Promoter for undertaking the development of the said Premises.

ARTICLE-IV-PLANS & OTHERS

4.1 The Developer shall at the cost of the Confirming Party, cause to have the said

Property having two separate municipal holding Nos. comprising of the Premises

and the Contiguous Premises, to be amalgamated as one single municipal holding No. in the records of the Kolkata Municipal Corporation and for that the Owners shall at the cost of the Developer, sign, execute and register all necessary deeds, documents, instruments, plans, applications, forms and others as shall be necessary or be required.

- 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 with the consent of the Confirming Party 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. In the event of the plan in respect of the flats forming part of the Owners' Allocation is required to be changed then in that event consent in writing of the Owner shall be obtained by the Developer in respect of all such change.
- 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 at its own costs 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 said New Building on the said Property.
- 4.5 The Developer shall submit 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 including but not limited to taking out lift license 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 THIRD SCHEDULE hereunder written. HOWEVER, in the event the Developer decides 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 or quality as what have been detailed out hereunder.
- 4.7 In case any additional work is undertaken by the Developer in or relating to the Owners' Allocation or any additional facility or utility for the Owners' Allocation or any part thereof is provided by the Developer at the written request of the Owners, the Owners shall be liable to and agree to pay all charges for such additional work done and/or for any such additional facility/utility provided by the Developer.
- 4.8 It has been further agreed by and between the parties hereto that upon sanction of the plan by the Kolkata Municipal Corporation the parties hereto shall demarcate amongst themselves their respective allocations as mentioned herein.

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 overleads 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. which may be required till the completion of New Building.

ARTICLE- VI-SPACE ALLOCATION & PAYMENT

- 6.1 The Owners' Allocation is detailed out in PART I of the SECOND SCHEDULE hereunder written, the Confirming Party's Allocation is detailed out in PART II of the SECOND SCHEDULE hereunder written and the Developer's Allocation is detailed out in PART III of the SECOND SCHEDULE hereunder written.
- 6.2 The Owners, the Confirming Party 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 In the event of any shops being sanctioned on the ground floor of the said New Building the same shall belong to the Developer and the Confirming Party and the Owners shall have no right thereupon and all such shops shall form part of the Developer's Allocation and the Confirming Party's Allocation.
- 6.4 The Confirming Party has also agreed to keep as and by way of security deposit an amount of Rs.50,00,000/= (Rupees Fifty Lakhs) only (hereinafter referred to as the SECURITY DEPOSIT) with the Owners.
- 6.5 The Confirming Party has at or before the execution of this agreement made payment of an amount of Rs.50,000= (Rupees Fifty Thousand) only out of the said Security Deposit (the receipt whereof the Owners do hereby as also by the memo hereunder written admit acknowledge to have received).
- 6.6 Out of the balance of the said Security Deposit an amount of Rs.19,50,000/=

 (Rupees Nineteen Lakhs and Fifty Thousand) only shall be paid by the Confirming Party to the Owners after sanction of the Plan.

- 6.7 The balance of the said Security Deposit being Rs.30,00,000/= shall be paid by the Confirming Party to the Owners at the time of the Owners delivering vacant peaceful and khas possession of the said Premises in its entirety to the Developer after sanction of the said Plan.
- 6.8 The Owners shall refund the said Security Deposit to the Confirming Party on or before expiry of 30 days from the date of completion of the said New Building in terms hereof before taking possession of the Owners' Allocation.
- 6.9 Until refund of the said Security Deposit the Developer shall not be liable to deliver the possession of one flat out of the Owners' Allocation to the Owners and until such time the Confirming Party shall have the absolute and paramount lien over the one flat out of the Owners' Allocation and in the event of the Owners not being able to refund the deposit amount within 30 days from the date of the notice then in that event the Confirming Party shall be entitled to and is hereby authorised by the Owners to dispose off one flat out of the Owners' Allocation so as to realise the said Security Deposit. No further and/or other consent and/or concurrence of the Owner shall be necessary or be required in this regard and this agreement shall itself be deemed the consent of the Owner for causing such disposal.
- 6.10 In the event of the Kolkata Municipal Corporation granting sanction of any additional floor over and above the initial sanction of ground plus four floors, the same shall be shared in the ratio of 25:25:50 between the Owners, Confirming Party and the Developer i.e. 25% of the constructed space shall belong exclusively to the Owners, 25% of the constructed space shall belong exclusively to the Confirming Party and 50% thereof 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 09 (nine) months over and above the time period as mentioned hereinafter.

ARTICLE-VII- DELIVERY OF POSSESSION

- 7.1 Within 15 days from the date Developer has obtained the sanction of the plan from the Kolkata Municipal Corporation the Owners shall vacate 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 Premises in terms hereof.
- 7.2 The Developer shall for the alternate accommodation of the Owners at the choice and suitability of the Owners provide two flats of two bedrooms each in the 1Km vicinity, of the said Premises within a total outgo cap of Rs.15,000/= for each flat per month. The Developer shall provide post dated cheques the Owners covering each month of the such total outgo.
- 7.3 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 obligatory on the part of the Developer to obtain the completion certificate from the Kolkata Municipal Corporation prior to delivery of the Owners' Allocation.
- 7.4 The Developer hereby agrees to complete the construction of the building within 30 (thirty) months from the date of receipt of vacant and khas possession of the said Property in its entirety or sanction of the building plan by the Kolkata Municipal Corporation (whichever event shall happen later shall be the basis) (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. Time shall be the essence of this agreement.
- 7.5 The Developer agrees not to deliver or permit to be delivered the Developer's Allocation until such time the notice in writing along with copy of the completion certificate issued by the Kolkata Municipal Corporation 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).
- 7.6 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. Similarly, the Owners shall execute and/or empower and/or authorise the Developer to sign and execute the deed of conveyance in respect of the Confirming Party's Allocation in favour of the Confirming Party and/or his nominee/s.
- 7.7 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, upon receipt of notice to take possession of the Owners' Allocation.
- 7.8 The Owners shall also sign and execute the deed of conveyance or conveyances in favour of the nominee or nominees of the Confirming Party at the cost of the nominee/s of the Confirming Party in respect of the Confirming Party's Allocation.

ARTICLE -VIII- ARCHITECTS, ENGINEERS, ETC

- 8.1 For the purpose of development of the said Premises and Property, the Developer alone shall be responsible to appoint the Architect for the said New Building, and the certificate given by the Architect regarding the materials used for the purpose of construction erection and completion of the New Building and also specification for the purpose of construction and/or workmanship and completion of the said New Building shall be final conclusive and binding on the parties.
- 8.2 The decision of the Architect regarding the measurements, quality of the materials and also the specification for the purpose of construction will be final conclusive and binding on the parties.

ARTICLE-IX-INDEMNITY

- 9.1 The 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 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 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.
- 9.3 The Developer shall also indemnify and keep the Owners indemnified and held harmless for any and/or all losses suffered on account of any defective workmanship by the Developer in construction of the New Building.
- 9.4 The Owners do 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 Owners' 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 Owners' Allocation in the said New building as herein mentioned.

ARTICLE-X-TAXES MAINTENANCE ETC

- 10.1 The Developer shall pay all rates & taxes on and from the date of receipt of vacant possession of the entirety of the said Premises by the Developer from the Owners and prior to that the Owners shall be responsible for due discharge of all rates, taxes and outgoing in respect of the said Premises or 50% of the taxes in respect of the said Property.
- 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 on and from the said Date of Possession. On 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 proportionate rates and taxes and common expenses and maintenance charges whether actual physical possession of the Owners' Allocation is taken or not by the Owners.
- 10.3 The Owners, the Confirming Party 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 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 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 the Confirming Party 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 Owners and the Confirming Party 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.
- 10.6 The Owners shall be liable to pay charges for electricity in or relating to the Owners' Allocation wholly and proportionately relating to common parts and similarly the Confirming Party shall be liable to pay charges for electricity in or relating to the Confirming Party's Allocation wholly and proportionately relating to common parts.

ARTICLE-XI-OBLIGATION OF THE OWNERS

11.1 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 at the time of delivery of possession by the Developer to the Owners, similarly the Confirming Party 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 Confirming Party's Allocation.

- 11.2 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 said New 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.
- 11.3 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 Premises or the said Property as the case maybe and for completing the construction of the said New Building.
- 11.4 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-XII- MUTUAL OBLIGATION

- 12.1 The Owners, the Confirming Party and the Developer hereby agree and covenant with each other not to violate or contravene any of the provisions of rules applicable for construction of the said New Building at the Property.
- 12.2 The Owners, the Confirming Party and the Developer hereby agree and covenant with each other not to do any act deed or thing whereby both of them are prevented from enjoying, selling, assigning and/or disposing of any of their respective allocation in the said New Building at the said Property.
- 12.3 The Owners and the Developer and the Confirming Party do hereby agree and covenant with each other to join and confirm all documents of transfer relating to sale of the allocation of each other in the said New Building at the said Property.

- 12.4 Notwithstanding anything contained herein nothing shall be construed as a demise or assignment in law and by virtue of this Agreement save and except the Owners have granted the exclusive right of development of the said Premises unto and in favour of the Developer.
- 12.5 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-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 (PRÉMISES)

ALL THAT the piece or parcel of land containing by ad-measurement an area of about 05 cottahs and 05 chittacks be the same a little more or less together with a two storied dilapidated building measuring about 1500 sq. ft. on the ground floor and 1000 sq. ft. on the first floor standing thereon and lying situate at and/or being municipal premises No. 53, Paddapukur Road, Kolkata 700 020 PO Lala Lajpat Rai Sarani PS Bhowanipore in ward No. 72 of the Kolkata Municipal Corporation in the District of 24 Parganas (S), Sub-Registry Alipore and is butted and bounded in the manner following: -

ON THE NORTH:

Partly by municipal premises No. 54B, Paddapukur

Road and partly by municipal premises No. 52B,

Paddapukur Road and partly by passage;

ON THE SOUTH:

Partly by municipal premises No. 2C, Prannath Pandit

Street and partly by municipal premises No. 2D,

Prannath Pandit Street

ON THE EAST:

By municipal premises No. 1/1A, Prannath Pandit

Street:

ON THE WEST:

By Passage;

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 OWNERS' ALLOCATION

 An area of 3400 sq. ft. built up floor area on the first floor of the said New Building so as to comprise of three flats;

PART - II CONFIRMING PARTY'S ALLOCATION

- 50% (less 2900 sq. ft. built up floor area to be provided to the Owners and also less 3250 sq. ft. to be provided to the Developer) on the upper floors of the said New Building;
- 50% of the ground floor of the said New Building after providing for the common parts and portions thereat;

PART - II DEVELOPER'S ALLOCATION

 50% (less 500 sq. ft. built up floor area to be provided to the Owners and add 3250 sq. ft. built up area to receive from the Confirming Party) of the saleable areas on the upper floors of the said New Building; 50% of the ground floor of the said New Building after providing for the common parts and portions thereat;

THE THIRD 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 white primer painted commercial wooden

flush doors with lock;

Windows

: Aluminum frame & sliding with glassed panel;

Flooring

Vitrified/marble tiles flooring in the rooms upto Rs.45/- per sq. ft., tile flooring in Kitchen, Toilet & Balcony, Black stone flooring

in Stairs & Common areas;

Kitchen

Work top in black stone and regular colour ceramic tiles above

counter upto 1.50 feet with Stainless Steel sink;

Bathroom

Wall dados with regular colour ceramic tiles upto door height concealed hot & cold-water pipeline, ISI CP & Sanitary ware;

Electrical

Concealed Copper wiring of Havells make provided from ground floor upto each unit with adequate electrical points

with ISI switches including that of 16 Amp;

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 Toupa Sich written.

SIGNED SEALED AND DELIVERED

by the **OWNERS** at Kolkata

in the presence of:

v Willis Mondal
petua Mondal para o
Ruiduspara, Mallidapur
Barripur, Kalkala-147.

2) Badsep Roy Alipon Police (our . Kal-27.

SIGNED SEALED AND DELIVERED

by the **DEVELOPER** at Kolkata

in the presence of: or Weder Mondul

For Swastic Heights Pvt. Ltd.

Director

2) Prodeep Roy

SIGNED SEALED AND DELIVERED

by the **CONFIRMING PARTY** at Kolkata

in the presence of: 4 Sessellondal Alske Soha

2) Frader Roy

Drafted by me Drafted by me Drafted by me Ported Reipose Court F/873/798/99

RECEIVED of and from the DEVELOPER

within named the within mentioned sum of

RUPEES FIFTY THOUSAND ONLY

RS.50,000/=

being the part payment of the said

SECURITY DEPOSIT in terms

hereof and in the manner as follows: -

MEMO OF CONSIDERATION

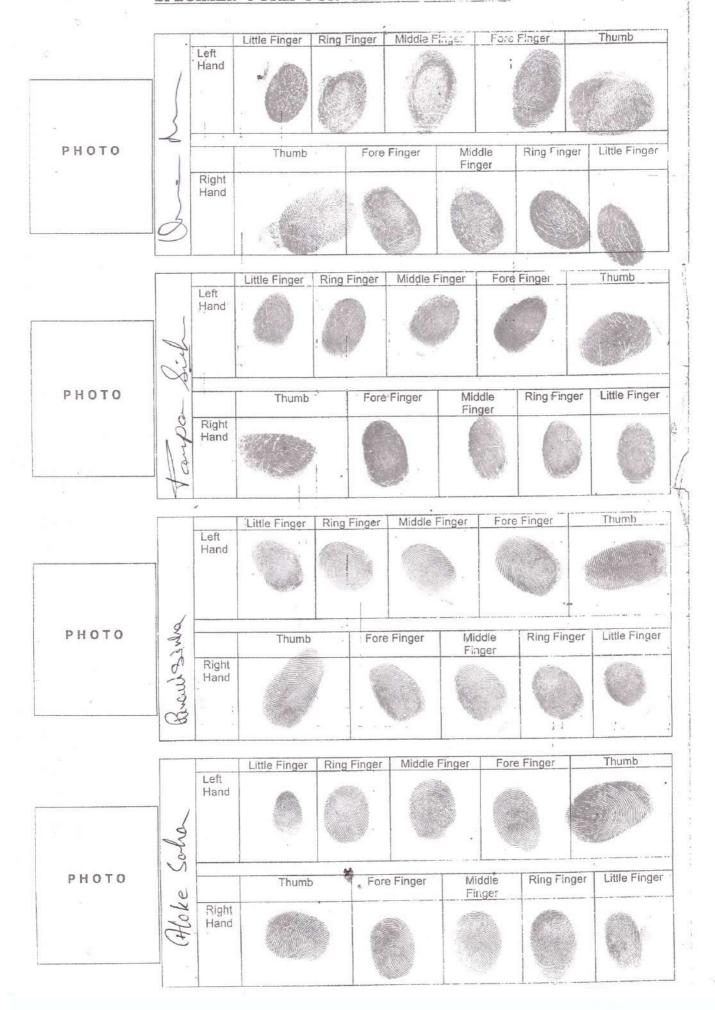
Date	Cheque N	o. Drawn on	Amount Rs.	In favour of
10.03.2022	004096	Kotak Mahindra Bank	25,000/=	Pampa Sinha
10.03.2022 (Rupees Fifty		Kotak Mahindra Bank only	<u>25,000</u> /= Rs. <u>50,000</u> /=	Pinaki Sinha

WITNESSES:

v selen Mondal. 2) Sonderp Roy

OWNER

SPECIMEN FORM FOR TEN FINGERFRIATE





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

GRN Details

GRN Date:

GRN:

192021220202223478

09/03/2022 17:31:07

BRN:

3803531072738

Gateway Ref ID:

202206813695609

Successful

Payment Mode:

Online Payment (SBI Epay) SBIePay Payment Gateway

Bank/Gateway:

BRN Date: Method:

09/03/2022 17:03:11

State Bank of India New PG

Payment Status:

Payment Ref. No:

2000690891/3/2022

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

Swastic Heights Private Limited

Address:

21/2 Ballygunge Place Kolkata 700019

Mobile:

9831312355

Depositor Status:

Buyer/Claimants

Query No:

2000690891

Applicant's Name:

Mr Uday Jalan

Identification No:

2000690891/3/2022

Remarks:

Sale, Development Agreement or Construction agreement

Payment Details

SI. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000690891/3/2022	Property Registration- Stamp duty	0030-02-103-003-02	39970
2	2000690891/3/2022	Property Registration-Registration Fees	0030-03-104-001-16	21

39991

IN WORDS:

THIRTY NINE THOUSAND NINE HUNDRED NINETY ONE ONLY.



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

(2).

GRN Details

GRN:

192021220204133938

GRN Date:

12/03/2022 18:11:19

BRN:

6219943128326

Gateway Ref ID:

207118247925

Payment Status:

Successful

Payment Mode:

Online Payment (SBI Epay)

Bank/Gateway:

SBIePay Payment Gateway

BRN Date:

12/03/2022 18:03:18

Method:

State Bank of India UPI

Payment Ref. No:

2000690891/8/2022

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

Swastic Heights Private Limited

Address:

21/2, Ballygunge Place Kolkata 700019

Mobile:

9831312355

Depositor Status:

Buyer/Claimants

Query No:

2000690891

Applicant's Name:

Mr Uday Jalan

Address:

D.S.R. - V SOUTH 24-PARGANAS

Office Name:

D.S.R. - V SOUTH 24-PARGANAS

Identification No:

2000690891/8/2022

Remarks:

Sale, Development Agreement or Construction agreement Payment No 8

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000690891/8/2022	Property Registration- Stamp duty	0030-02-103-003-02	1
2	2000690891/8/2022	Property Registration- Registration Fees	0030-03-104-001-16	532
			Total	533

IN WORDS:

FIVE HUNDRED THIRTY THREE ONLY.

THIS XEROX IS ATTACHED AND GIVE ONLY FOR PURPOSE OF KYC OF Dev. Agreement of 53, Pad me Pullur Road. Kel-20.

आयकर विमाग INCOME TAX DEPARTMENT



भारत सरकार GOVT OF INDIA

SWASTIC HEIGHTS PRIVATE LIMITED

AFTYOUR

02/12/1997

Permanent Account Number

AABCH2817C

For Swastic Heights Pv Ltd.

11951

Director

इत कार्ड के खोने / वाने पर कृपमा मुश्चित करें / सीटाएं: आपकर पैन सेवाइकार्ड, एन एकडी एस 5ची मंजिल, मंत्री स्टॉलिंग, जॉट मं, 341, सर्वे मं, 997/8, मंडिल कालोगी, दीप नेपाला बीझ के पास, गुणे---411 016,

If this card is lost / someone's lost card is found, please inform / return to :
Income Tax PAN Services Unit. NSDL
5th floor. Mantri Stering.
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungniow Chowls,
Pune – 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081 c-mail: tininfo@nsdl.cr.in



Fampa Sih



ভারত সরকার Government of India



भग्भा भिनश Pampa Sinha জন্মভারিখ/ DOB: 28/12/1968 बहिना / FEMALE



6337 7748 8667

আমার আধার, আমার পরিচয়



ভারতীয় বিশিষ্ট সরিচ্যু প্রাধিকরণ Unique Identification Authority of India

विकालाह

৫৬, পম পুকুর রোড, এল.আর.সরনী 53, PADDA PUKUR ROAD, এস.ও, কোলকাভা, পশ্চিমবজ - **700020**

Address:

L.R.Sarani S.O, Kolkata, West Bengal - 700020

6337 7748 8667



help@uidai.gov.in

www

www.uidai.gov.in

Tampa Sich

आयकर विभाग INCOME TAX DEPARTMENT



भारत सरकार GOVT OF INDIA

PINAKI SINHA

KAMAL KUMAR SINHA

22/01/1969 Permanent Account Number

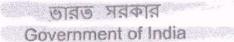
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গিনাকী সিনহা Pinaki Sinha

পিতা : কমল কুমার সিলহা

Father : KAMAL KUMAR SINHA জন্ম সাল / Year of Birth:: 1969

পুরুষ / Male



7393 6319 0757

আধার – সাধারণ মানুষের অধিকার



ভারতীয় বিশ্বিত পরিচয় প্রাধিকরণ

Unique Identification Authority of India

ठिकानाः

৫৩, পদ্ম পুকুর রোড, এল.আর সরনী, কোলকাতা, পশ্চিমবঙ্গ, 700020 Address:

53, PADDA PUKUR ROAD, L.R.Sarani S.O, L.r.sarani, Kolkata, West Bengal, 700020

7393 6319 0757



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help@uldal.gov.in

www

www.uidat.gov.in



आयकर विमाग INCOME TAX DEPARTMENT

भारत सरकार GOVT. OF INDIA

17062020



VIVEK RUIA

स्थाकी लेखा गरेखा जाई Parmanent Account Mumber Cord

ACPPR8539Q

THIS XEROX IS ATTACHED AND GIVE ONLY FOR PURPOSE OF KYC OF DEN. A presented 53, Padma Pullur Road, Kol-20.

SHEO KUMAR RUIA

21/05/1965

भारत संस्कार T-SOOVERNMENT OF THOMPS



Jet:

TO STORY Vivek Ruia

주도도 POB. 21/05/1965 및 THE MALE

8909 9470 4246

সাধারু মানুষের অধিকার্

THIS XEROX IS ATTACHED AND GIVE ONLY FOR PURPOSE OF KYC OF Dev. Agreent of 53, Padma Pukur Road · Kal-20

भारतीय विशिष्ट पहचान प्राधिकरण विशिष्ट पहचान प्राधिकरण

টিকোলা: ग्रेस्ट्रिक्ट वर्षा चाला । जाल 700015 700015

700019

Address 21-2, BALLYGUNGE PLACE, Ballygunge, Kolkata.

Viest Bengal - 700019

CONTRACTOR OF THE PROPERTY OF

ভারতের নির্বাচন কমিশন পরিচন্ন পরা ELECTION COMMISSION OF INDIA IDENTITY CARD

JTK3837937



নির্বাচকের নাম : শিশির মণ্ডল Elector's Name : Sisir Mondal

পিতার নাম

: যাদৰ মন্ডল

Father's Name : Jadab Mondal

भिण / Sax

: 218 1 M

জন্ম তারিখ Pate of Birth: 05/01/1984

significanded.

JTK3837937

ঠিকানা: পেটুয়া মণ্ডল পাড়াও কইদাসপাড়া মাট্রিকপুর বার্চাই পুর যঞ্জিন 24 পরবর্ণা 700147

Address:

Petua Mondal Para O Ruldaspara Mallikpur Barul Pur South 24 Parganas 700147

Date: 12/08/2007 104-ৰাক্ষ্ণুগুর নিৰ্বাচন ফেব্ৰের নিৰ্বাচক নিৰক্ষন আধিকারিকের স্বাক্ষরের অনুকৃতি Facsimile Signature of the Electoral Registration Officer for 104-Baruipur Constituency

ঠিকানা পরিবর্তন কলে নতুন ঠিকানায় ভোটোর লিটে নাম তোলা ও একই নহরের নতুন সচিত পরিবর্গত পাওয়ার জনা নিষ্টি ফর্মে এই পরিচয়পাতের নহরটি উরেষ কলন। 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.





Government of India

ভালকাডুভিত আই ডি / Enrollment No.: 1040/20514/32460



Naktala

Nastala

Circus Avenue Kolkata West Bengal 700047

MN793461647FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

3697 4866 4457

ধার – সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India জালকে সাহা



Alcke Saha পিতা : আহতোধ পাহ Father Ashutosh Saha জন্মভাজিম / DOB 02/03/1966 पुरुष / Male



3697 4866 4457

– সাধারণ মানুষের অধিকার আধার

Aloke Soha Aloke Soha



Aloke Soha



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 16302000690891/2022

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mrs Pampa Sinha 53 Paddapukur Road, Block/Sector: Kolkata, City:-, P.O:- Lala Lajpat Rai Sarani, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700020	Land Lord			10/3/22
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr Pinaki Sinha 53 Paddapukur Road, Block/Sector: Kolkata, City:-, P.O:- Lala Lajpat Rai Sarani, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700020	Land Lord			Brough Man

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

SI No.		tant Category	Photo		Finger Print	Signature with date
3	Mr Vivek Ruia 21/2 Ballygunge Place Kolkata, City:-, P.O:Ballygunge, P.S:-Gariahat, District:-So 24-Parganas, West Bengal, India, PIN:-700019	[Swastic				10/63/2022
SI No.		tant Category	Photo		Finger Print	Signature with date
4	Mr Aloke Saha 376, C Bose Road, City:-, P.O:- Naktala, P.S:- Regent Park, District: South 24-Parganas, West Bengal, India, PIN:- 700047					Atoke Sohon 10/03/2022
SI No.	Name and Address of identifier	ldent	ifier of	Photo	Finger Prin	Signature with
1	Mr Sisir Mondal Son of Mr Jadav Mondal Subhashgram, City:- Baruipur, P.O:- Baruipur, P.S:- Baruipur, District:- South 24-Parganas, West Bengal, India, PIN:- 700147	Mrs Pampa Sinh Sinha, Mr Vivek Saha				Susi Mondal

(Baishali Dasgupta)

DISTRICT SUBREGISTRAR

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

Major Information of the Deed

Deed No :	I-1630-01822/2022	Date of Registration	15/03/2022	
Query No / Year	1630-2000690891/2022	Office where deed is registered		
Query Date	03/03/2022 6:05:43 PM	D.S.R V SOUTH 24-PARGANAS, District: Sout 24-Parganas		
Applicant Name, Address & Other Details	Uday Jalan 21/2, Ballygunge Place Kolkata,T BENGAL, PIN - 700019, Mobile N			
Transaction		Additional Transaction		
[0110] Sale, Development A agreement	Agreement or Construction	[4305] Other than Immo Declaration [No of Declaration Immovable Properting Agreement: 1], [4311] Output Property, Receipt [Rs : 1]	aration : 1], [4308] Other by, Agreement [No of Other than Immovable	
Set Forth value		Market Value		
		Rs. 2,65,62,733/-		
Stampduty Paid(SD)	e de como de la como d	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))		Rs. 553/- (Article:E, E, E,)		
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing	the assement slip.(Urban	

Land Details:

District: South 24-Parganas, P.S:- Bhawanipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Padma Pukur Road, , Premises No: 53, , Ward No: 072 Pin Code : 700020

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		5 Katha 5 Chatak			Width of Approach Road: 8 Ft.,
	Grand	Total:			8.7656Dec	0 /-	255,50,233 /-	

Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2500 Sq Ft.	0/-	10,12,500/-	Structure Type: Structure

Gr. Floor, Area of floor: 1500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 75 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 75 Years, Roof Type: Pucca, Extent of Completion: Complete

			58	
Total :	2500 sq ft	0 /-	10,12,500 /-	

Land Lord Details:

SI No	Name,Address,Photo,Finger print and Signature
1	Mrs Pampa Sinha Daughter of Late Kamal Kumar Sinha 53 Paddapukur Road, Block/Sector: Kolkata, City:-, P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BZxxxxxx8B, Aadhaar No: 63xxxxxxxx8667, Status:Individual, Executed by: Self, Date of Execution: 10/03/2022 , Admitted by: Self, Date of Admission: 10/03/2022, Place: Pvt. Residence, Executed by: Self, Date of Execution: 10/03/2022 , Admitted by: Self, Date of Admission: 10/03/2022, Place: Pvt. Residence
2	Mr Pinaki Sinha Son of Late Kamal Kumar Sinha 53 Paddapukur Road, Block/Sector: Kolkata, City:-, P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BZxxxxxxy9C, Aadhaar No: 73xxxxxxxxx0757, Status :Individual, Executed by: Self, Date of Execution: 10/03/2022 , Admitted by: Self, Date of Admission: 10/03/2022, Place: Pvt. Residence, Executed by: Self, Date of Execution: 10/03/2022 , Admitted by: Self, Date of Admission: 10/03/2022, Place: Pvt. Residence
3	Mr Aloke Saha Son of Late Ashutosh Saha 376, N S C Bose Road, City:- , P.O:- Naktala, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: amxxxxxx0d, Aadhaar No: 36xxxxxxxx4457, Status: Confirming Party, Executed by: Self, Date of Execution: 10/03/2022 , Admitted by: Self, Date of Admission: 10/03/2022, Place: Pvt. Residence No:- Naktala, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PlN:- 700047 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: amxxxxxx0d, Aadhaar No: 36xxxxxxxx4457, Status: Confirming Party, Executed by: Self, Date of Execution: 10/03/2022 , Admitted by: Self, Date of Admission: 10/03/2022, Place: Pvt. Residence

Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
	Swastic Heights Private Limited 21/2 Ballygunge Place, Block/Sector: Kolkata, City:-, P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, PAN No.:: AAxxxxxx7C, Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

Representative Details:

SI No	Name,Address,Photo,Finger print and Signature
1	Mr Vivek Ruia (Presentant)
	Son of Late Sheo Kumar Ruia 21/2 Ballygunge Place Kolkata, 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.:: ACxxxxxx9Q, Aadhaar No: 89xxxxxxxx4246 Status :
	Representative, Representative of : Swastic Heights Private Limited (as Director)

Identifier Details:

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

Identifier Of Mrs Pampa Sinha, Mr Pinaki Sinha, Mr Vivek Ruia, Mr Aloke Saha

Trans	fer of property for L				
SI.No	From	To. with area (Name-Area)			
1	Mrs Pampa Sinha	Swastic Heights Private Limited-4.38281 Dec			
2	Mr Pinaki Sinha	Sinha Swastic Heights Private Limited-4.38281 Dec			
Trans	fer of property for S				
SI.No	From	To. with area (Name-Area)			
1	Mrs Pampa Sinha	Swastic Heights Private Limited-1250.00000000 Sq Ft			
2	Mr Pinaki Sinha	Swastic Heights Private Limited-1250.00000000 Sq Ft			

Endorsement For Deed Number: I - 163001822 / 2022

On 10-03-2022

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

Presented for registration at 19:20 hrs on 10-03-2022, at the Private residence by Mr Vivek Ruia ..

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

Execution is admitted on 10/03/2022 by 1. Mrs Pampa Sinha, Daughter of Late Kamal Kumar Sinha, 53 Paddapukur Road, Sector: Kolkata, P.O: Lala Lajpat Rai Sarani, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700020, by caste Hindu, by Profession House wife, 2. Mr Pinaki Sinha, Son of Late Kamal Kumar Sinha, 53 Paddapukur Road, Sector: Kolkata, P.O: Lala Lajpat Rai Sarani, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700020, by caste Hindu, by Profession Business, 3. Mr Aloke Saha, Son of Late Ashutosh Saha, 376, N S C Bose Road, P.O: Naktala, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Business

Indetified by Mr Sisir Mondal, , , Son of Mr Jadav Mondal, Subhashgram, 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 10-03-2022 by Mr Vivek Ruia, Director, Swastic Heights Private Limited (Private Limited Company), 21/2 Ballygunge Place, Block/Sector: Kolkata, 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, Subhashgram, P.O: Baruipur, Thana: Baruipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700147, by caste Hindu, by profession Service

Bolasgripta

Baishali Dasgupta
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24PARGANAS

South 24-Parganas, West Bengal

On 11-03-2022

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 2,65,62,733/-

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 by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/03/2022 5:33PM with Govt. Ref. No: 192021220202223478 on 09-03-2022, Amount Rs: 21/-, Bank: SBI EPay (SBIePay), Ref. No. 3803531072738 on 09-03-2022, 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 by online = Rs 39.970/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/03/2022 5:33PM with Govt. Ref. No: 192021220202223478 on 09-03-2022, Amount Rs: 39,970/-, Bank: SBI EPay (SBIePay), Ref. No. 3803531072738 on 09-03-2022, Head of Account 0030-02-103-003-02

Bolasgripta

Baishali Dasgupta
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24PARGANAS

South 24-Parganas, West Bengal

On 14-03-2022

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 by online = Rs 532/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/03/2022 6:13PM with Govt. Ref. No: 192021220204133938 on 12-03-2022, Amount Rs: 532/-, Bank: SBI EPay (SBIePay), Ref. No. 6219943128326 on 12-03-2022, 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 by online = Rs 1/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/03/2022 6:13PM with Govt. Ref. No: 192021220204133938 on 12-03-2022, Amount Rs: 1/-, Bank: SBI EPay (SBIePay), Ref. No. 6219943128326 on 12-03-2022, Head of Account 0030-02-103-003-02

XX.

Leena Mondal
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24PARGANAS
South 24-Parganas, West Bengal

Or 15-03-2022

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 Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 50/-Description of Stamp

1. Stamp: Type: Impressed, Serial no 86622, Amount: Rs.50/-, Date of Purchase: 11/01/2021, Vendor name: Suranjan Mukherjee

X

Leena Mondal
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 1630-2022, Page from 84144 to 84193
being No 163001822 for the year 2022.



Digitally signed by LEENA MONDAL Date: 2022.03.28 17:58:11 -07:00 Reason: Digital Signing of Deed.

Xx

(Leena Mondal) 2022/03/28 05:58:11 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS West Bengal.

4.

(This document is digitally signed.)