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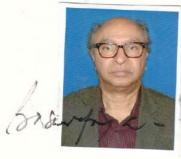








THIS AGREEMENT is made on this 20 day of January Two Thousand and Twenty BETWEEN SRI SRI ISWAR LAKSHMI MATA THAKURANI (PAN AABTI1499J) the deity revered by Sm. Padmasana Devi and trust made vide Arpannama dated 29th March 1945 and registered with the District Registrar at



and

registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

District Sub-Registrar-II
Alipore, South 24 Parganas
1 JAN 2020

SANJAY KUMAR BAID B. Old Post Office Street Kolkata-700 001 3 0 JUL 2018 '3 0 JUL 2018 Steuroi Sub-Register-B Allbore, South 24 Parganes 357 2 0 JAN 2020 war Lakshmi Mata Thakurani Estate MahnaSanyal Shebaits

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Pvt. Ltd.



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Alipore in Book No. I, volume No. 31 pages 164 – 166 being deed No. 1033 for the year 1945 and is herein represented by its existing Shebaits (i) **Debapriya Sanyal** (PAN ALPPS1119J & Adhaar No. 9359 1847 5171) son of Late Prafulla Sanyal an Indian national, by faith Hindu, by occupation Retired (ii) **Abhijit Sanyal** (PAN ALRPS2725E & Adhaar No. 9577 4374 3147) son of Late Prabhat Kumar Sanyal an Indian national, by faith Hindu, by occupation Retired (iii) **Mahua Sanyal** (PAN CQYPS9464E & Adhaar No. 3913 7022 2370) wife of Late Arijit Sanyal an Indian national, by faith Hindu, by occupation Housewife all presently residing at No. 13C, Deodar Street, Kolkata 700 019 PO & PS Ballygunge and (iv) **Biswapriya Sanyal**

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SANJAY KUMAR BAID

Advocate



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- Lakshmi Mata Thakurani Estate

Achopkiya Sangal Shebaits



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(PAN DYIPS6568G & OCI Card No. A – 613120 issued on 11th June 2010 at New York, USA) son of Late Prafulla Sanyal a citizen of USA, by faith Hindu, by occupation Academician presently residing at 166, Arborway, Boston, MA 02130, United States of America and also of No. 13C, Deodar Street, Kolkata 700 019 hereinafter referred to as the **OWNER** of the **ONE PART**

SANJAY KUMAR BAID

8, Old Post Office Street
Kolkata-700 001



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AND **SWASTIC PROJECTS PRIVATE LIMITED** (PAN AADCS5305E) a company within the meaning of the Companies Act, 1956 and presently having its registered office situate at No. 21/2, Ballygunge Place, Kolkata 700 019, PO Ballygunge, PS Gariahat and is herein represented by one of its directors **Mr. Satwic Vivek Ruia** (PAN BIZPR8842M) son of Mr. Vivek Ruia an 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**:

SANJAY KUMAR BAID 8, Old Post Office Street Kolkata-700 001

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District Sub-Register-II Alipore, South 24 Pargane

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WHEREAS:

A. By a Bengali deed of Arpannama dated 29th March 1945 and registered with the District Registrar in Book No. I, volume No. 31 pages 164 – 166 being deed No. 1033 for the year 1945 (hereinafter referred to as the said TRUST DEED) the said Padmasana Devi dedicated and bestowed unto and in favour of the Owner herein absolutely and forever ALL THAT the land and the four storied building lying situate at and/or being municipal premises No. 13/C, Deodar Street, Calcutta (hereinafter referred to as the said PREMISES) morefully and particularly mentioned and described in the FIRST SCHEDULE hereunder written in the manner as contained and recorded therein.

B. The said Trust Deed inter-alia records as follows: -

- i) The said Padmasana Devi shall during her lifetime continue to remain the Sole Shebait and after her death her husband Pramatha Chandra Sanyal shall be the shebait and subsequently the line of shebait shall either be decided by the said Pramatha Chandra Sanyal or Prafulla Kumar Sanyal and Prabhat Kumar Sanyal being the two sons of the said Padmasana Devi shall become the shebaits and they shall appoint subsequent shebaits;
- ii) The said Pramatha Chandra Sanyal shall during his lifetime decide on the line of shebait or shebaits;
- iii) The said Premises shall always be utilized for the seba puja of the Deity and shall not be sold, mortgaged, transferred except that portions of the building that are not occupied by the Shebaits and/or the room where the Deity is worshipped, maybe given out on rent so as to assuage the expenses towards repairing, payment of taxes and other outgoing related to the house and the said Premises.



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Alipore, South 24 Pargane

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- C. Pursuance to the above, the said Debapriya Sanyal, Abhijit Sanyal, Mahua Sanyal and Biswapriya Sanyal are the present shebaits (hereinafter collectively referred to as the said SHEBAITS) of the Owner.
- D. The said Shebaits made an application before the Ld. District Judge at Alipore in Misc. Case No. 352 of 2017 inter-alia seeking permission to develop the said Premises and the Ld. District Judge at Alipore in its order No. 11 dated 28th August 2018 stated and clarified that upon having gone through the said Trust Deed the finding is

"the Trust created by Sm. Padmasana Devi is a private Trust and the case property/ building involved in the Arpannama is a private Debuttar property.

According to Saving Clause of Section I of the Indian Trusts Act, Section 34 of the Indian Trusts Act does not apply to private trust and private Debuttar property.

It is made clear that the petitioners do not need any permission from this court to transfer or develop the building/case property for the overall benefit of the Deity"

- E. The temporary outhouse on the part or portion of the said Premises is under the occupation of 05 monthly tenants (hereinafter referred to as the said TENANTS) the details whereof appear in the SECOND SCHEDULE hereunder written.
- F. The Owner herein thus became absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Premises free of all encumbrances, charges, liens, lispendens, attachments, trusts, mortgages whatsoever and/or howsoever.

G. Pursuance to the order No. 11 dated 28th August 2018 by the Ld. District Judge at Alipore in Misc. Case No. 352 of 2017 the Shebaits being desirous of causing the said Premises to be developed have agreed to appoint the Developer herein who is a reputed promoter as the exclusive Developer for undertaking the work of Development of the said Premises upon the terms and conditions hereinafter appearing.

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

ARTICLE-I-DEFINITIONS & INTERPRETATIONS

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

- ARCHITECT shall mean and include MR. ANJAN UKIL of No. P-523, Raja Basanta Roy Road, Kolkata 700 029 or such other 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>OWNER</u> shall mean and include the said deity SRI SRI ISWAR LAKSHMI

 MATA THAKURANI its administrators, legal representatives and assigns.
- 1A.4 <u>SHEBAITS</u> shall mean the said <u>DEBAPRIYA SANYAL</u>, <u>ABHIJIT SANYAL</u>, <u>MAHUA SANYAL</u> and <u>BISWAPRIYA SANYAL</u> and their respective successors in office and assign/s.
- 1A.5 <u>DEVELOPER</u> shall mean and include its successor or successors in interest, transferors, nominee/s and/or assigns.

- 1A.6 <u>COMMON FACILITIES/PORTIONS</u> shall include paths passages, stairways, roof and other spaces and facilities whatsoever expressly specified by the Developer upon completion of the building for the establishment location enjoyment provision maintenance and/or management of the said New Building.
- 1A.7 <u>CONSTRUCTED SPACE</u> shall mean the space in the said New Building available for independent use and occupation including the space demarcated for common facilities and services.
- 1A.8 PREMISES shall mean and include ALL THAT the piece or parcel of land admeasuring about 08 cottahs 08 chittacks be the same little more or less together with the four storied building and other structures standing thereon and lying situate at and/or being municipal premises No. 13/C, Deodar Street, Kolkata 700 019 PS Ballygunge in ward No. 69 of the Kolkata Municipal Corporation and is morefully and particularly mentioned and described in the FIRST SCHEDULE hereunder written.
- 1A.9 PLAN shall mean the map or plan to be submitted to the Kolkata Municipal Corporation for construction of the said New Building at the said Premises with such other variation or modification and/or alteration as may be mutually agreed upon between the parties and duly sanctioned by the authorities concerned and shall also include all working drawings to be got prepared by the Developer.
- 1A.10 OWNER'S ALLOCATION shall mean and include 50% of the entire saleable areas on the upper floors of the said New Building together with 50% of ground floor of the said New Building together with undivided proportionate share in the land comprised in the said Premises together with undivided proportionate share in the common parts and facilities, details of all are morefully and particularly mentioned and described in PART I of the THIRD SCHEDULE hereunder written.

- 1A.11 <u>DEVELOPER'S ALLOCATION</u> shall mean and include 50% of the entire saleable areas on the upper floors of the said New Building together with 50% of ground floor of the said New Building together with undivided proportionate share in the land comprised in the said Premises together with undivided proportionate share in the common parts and facilities the details of which are mentioned and described in **PART II** of the **THIRD SCHEDULE** hereunder written.
- 1A.12 **FORCE MAJEURE** shall mean and include the circumstances beyond the control of the Developer such as fire, explosion, earthquake, lightning, accumulation of rain water or any unforeseen weather condition, lockout, strike, go-slow, riots, civil disturbances, insurgency, enemy action, war declared or undeclared, temporary or permanent interruption in the supply of utilities serving the project in connection with the work, injunction or orders of any government/ civic bodies/Kolkata Municipal Corporation or any other authorities or any act of negligence and/or omissions and/or commissions and/or misrepresentation by the Owner.
- 1A.13 **NOTICE** shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties hereto.
- 1A.14 TRANSFER with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multistoried buildings to purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act, 1961and the Transfer of Property Act.



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

- 1B.1 A reference to a statutory provision includes a reference to any modification consolidation or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- 1B.2 Words denoting one gender include all other genders.
- 1B.3 Words denoting singular include the plural and vice versa.
- 1B.4 Words denoting persons include firms and corporations and vice versa and also include their respective heirs personal representatives successors in title or permitted assigns as the case may be.
- 1B.5 Where a word or phrase is defined, other parts of speech and grammatical form of that word or phrase shall have the corresponding meanings.
- 1B.6 Any reference to an Article, Appendix, Clause, Sub-Clause, paragraph, sub-paragraph, Schedule or Recital is a reference to an article, appendix, clause, sub-clause, paragraph, sub-paragraph; schedule or recital of this Agreement.
- 1B.7 Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made to this agreement from time to time in force.
- 1B.8 Any reference to any agreement, instrument or other document (a) shall include all appendices, exhibits and schedules thereto and (b) shall be a reference to such agreement, instrument or other document as amended, supplemented, modified, suspended, restated or novated from time to time
- 1B.9 If any period is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day.
- 1B.10 If any time limit pursuant to the provisions of this agreement falls on a day that is not a business day (i.e. A day on which licensed banks are not open for business) then that time limit is deemed to only expire on the next business day.

- 1B.11 The schedules shall have effect and be construed as an integral part of this agreement.
- 1B.12 The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- 1B.13 Any reference to writing shall include printing, typing, lithography and other means of reproducing words in visible form.
- 1B.14 The terms "hereof", "hereby", "hereto", "hereunder" and similar terms shall refer to this Agreement as a whole, and
- 1B.15 The term "including" shall mean "including without limitation".

ARTICLE -II- REPRESENTATIONS & WARRANTIES

- 2. At or before the execution of this agreement the Shebaits and each one them on behalf of the Owner have assured and represented to the Developer as follows which has been relied upon fully by the Developer and the Developer has entered into this agreement upon the representations made by the Shebaits:
- a) The Owner is seized and possessed of or otherwise well and sufficiently entitled to the said Premises as the absolute owner with a marketable title in respect thereof.
- b) The said Premises is free of all encumbrances liens lispendens attachments trusts mortgages whatsoever and/or howsoever.
- Save and except the Shebaits named herein and party to these presents, there is no other
- d) No suits or legal proceedings or prohibitory orders are pending or subsisting in respect of the title of the Owner into or upon the said Premises or any part thereof.
- e) The said Premises is not subject to any notice of attachment under the Income

 Tax Act or under Public Demands Recovery Act or under any other Act or Statute

 or Rules and Regulations.

- f) No Notice of Acquisition and/or Requisition affects the said Premises nor is there any bar legal or otherwise to develop the said Premises.
- g) There is no road alignment and/or acquisition and/or attachment proceedings pending in respect of the said Premises or any part thereof.
- h) The ownership interest of the Owner in the said Premises as on date does not stand mortgaged or encumbered or agreed to be mortgaged by the Owner by way of security or additional security and/or otherwise in favour of any Bank, Financial Institution or any person, firm, company or government undertaking or anybody else whomsoever to secure repayment of any loan taken or to be taken by the Shebaits or any one of them and/or their predecessor in office for any purpose whatsoever or howsoever and that the original deeds are in the custody and possession of the Shebaits themselves.
- The Shebaits have not entered into any agreement for sale and/or transfer in respect of the said Premises nor have entered into any agreement for development thereof;
- All municipal rates taxes and outgoing payable in respect of the said Premises upto the date of execution of these presents have been duly paid and discharged by the Owner and in respect of any outstanding rates taxes and outgoing the Owner shall keep the Developer indemnified against all actions suits proceedings and costs charges and expenses in respect of the said Premises upto the date of execution of these presents.
- k) Save and except the said Tenants, there is no other tenant and/or occupant and/or trespasser in any part and/or portion of the said Premises and the Owner through the Shebaits is in vacant peaceful and khas possession of the remaining of the entirety of the said Premises and every part thereof.
- I) The Owner does not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.

- m) The Shebaits on behalf of the Owner are competent enough to enter into this agreement and to carry out their respective obligations, as mentioned herein.
- n) The recitals to the title and other facts relating to an 1 in respect of the said Premises herein mentioned are true and factual and the Shebaits 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 Owner doth hereby through the Shebaits appoint the Developer as the exclusive Developer/Promoter for undertaking the Development of the said Premises.

ARTICLE-IV-PLANS & OTHERS

- 4.1 The Shebaits shall immediately make necessary applications before the appropriate court of law and obtain necessary permission for development in terms hereof and sale and transfer of the Developer's Allocation.
- 4.2 The Developer shall at its own costs have the layout plan prepared for the Owner flats on the basis of the physical survey of the said Premises to be carried out and have the approval of the Owner flats prior to submitting the same to the Kolkata Municipal Corporation for sanction of the building plan.
- 4.3 The Developer shall at its own costs in one year cause a map or plan to be sanctioned by the Kolkata Municipal Corporation for the purpose of construction, erection and completion of the said New Building on the said Premises however the Developer shall be entitled to modify, change and/or alter the same and/or cause the same to be modified or altered at its own costs if so desired by the Kolkata Municipal Corporation or any other statutory body in the interest of the



- project, if there be any modification in the plan of the flats that shall belong to the Owner then the same shall be got approved in writing from the Shebaits.
- 4.4 The Shebaits 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.
- 4.5 The Developer acting on behalf of and as the Attorney of the Owner shall from time to time submit all further plans and/or applications εnd other documents and papers on the advise of the Architect and do all further acts, deeds, things as may be required or otherwise relevant for the purpose, and/or otherwise to obtain all such clearance, sanctions, permissions and/or authorities as shall be necessary for the construction of the building on the said Premises expeditiously and without delay.
- 4.6 The Developer shall submit in the name of the Owner all application, plan and other papers and documents referred to hereinabove. All fees and other expenses incurred and/or to be incurred relating to preparation of the plans by the Architect, sanction fee to be charged by the Kolkata Municipal Corporation and supervision fees in the course of construction of the building by the Architect shall be borne and paid by the Developer.
- 4.7 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.
- 4.8 The Shebaits shall be liable to and agrees to pay all charges for providing any additional work in or relating to the Owner's Allocation at the request of the



Shebaits and for providing any additional facility or utility for the Owner's Allocation.

- 4.9 The said Tenant shall be settled by the Developer.
- 4.10 If any area is required to be provided to any of the said Tenant, the same shall be provided out of the Developer's Allocation only.

ARTICLE-V-COST OF CONSTRUCTION/COMPLETION

The entire cost of construction of the said New Building of whatsoever nature shall be borne by the Developer. Such cost shall include the cost of all services, amenities fittings, fixtures, all overheads regarding construction, price rise in the cost of materials used for construction, fee payable to the Architect and Engineers for the purpose of obtaining all permissions, approvals, sanctions, modifications, supervision etc.

ARTICLE- VI-SPACE ALLOCATION

- 6.1 The Owner's 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.
- 6.2 The Developer shall be entitled to deal with, sell, transfer, grant leases and/or in any way dispose of the Developer's Allocation and to receive realise and collect all sale proceeds, rents, issues and profits arising therefrom and for which no further consent of the other party shall be required.
- 6.3 The Shebaits shall not be entitled to sell and transfer the Owner's Allocation and the same shall be dealt with and in the manner as contained and recorded in the said Trust Deed with the intent and object that the said Premises that was entirely a Debuttor property shall stand replaced by the Owner's Allocation as herein stated.

6.4 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, then in that event, out of that additional floor the Owner shall be entitled to 50% of the same and the Developer shall be entitled to the remaining 50% of such additional floor and the same shall form part of the respective allocations in accordance hereof.

ARTICLE-VII- DELIVERY OF POSSESSION

- 7.1 The Developer shall after sanction of the plan by the Kolkata Municipal Corporation arrange for three Nos. flats in the 01 km. vicinity of the said Premises for the transit accommodation of the three Shebaits who reside with the Owner at a maximum monthly outgo of Rs.40,000/= per month for each flat till expiry of 15 days from the date of issue of notice to take possession of the Owner's Allocation as per the said Plan and the specifications as herein mentioned after obtaining the completion certificate from the Kolkata Municipal Corporation. The Developer shall arrange for to and fro transportation of the household belongings and furniture of the Shebaits from the said Premises to the alternate accommodation.
- 7.2 The Shebaits shall upon the Developer providing the alternate accommodation as hereinbefore mentioned vacate the said Premises and deliver the vacant peaceful and khas possession of the said Premises to the Developer.
- 7.3 The Developer shall at their own costs cause the existing building and other structures standing at the said Premises to be demolished and the net proceeds of the salvage shall belong equally to the Owner and the Developer.
- 7.4 The Owner's Allocation will not be considered complete unless the Developer has given notice to this effect to the Kolkata Municipal Corporation that the building is complete (hereinafter referred to as the COMPLETION DATE) and then the said building shall be deemed to be complete in all regards and it would also be obligatory on the part of the Developer to obtain the completion certificate from the Kolkata Municipal Corporation prior to delivery of the Owner's Allocation.



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- 7.5 The Developer hereby agrees to complete the construction of the building within 30 months from the date of receipt of vacant possession of the entirety of the said Premises (hereinafter referred to as the said SCHEDULED DATE OF COMPLETION). The Developer shall not incur any liability for any delay in the delivery of the possession by reasons of genuine FORCE MAJEURE. In any of the events of the FORCE MAJEURE, the Developer shall be entitled to corresponding extension of time for delivery of the said Owner's Allocation. However, the Developer shall still be liable to for payment of monthly outgoing as hereinbefore mentioned towards the alternate accommodation and the Shebaits shall not be liable for the same.
- 7.6 The Developer agrees not to deliver or permit to be delivered the Developer's Allocation until such time the notice in writing to take the possession of the Owner's Allocation is delivered and/or caused to be delivered upon completion of the same aforesaid. However it shall not deter the Developer from making delivery of possession of the Developer's Allocation to its prospective buyers if the Owner fail and/or neglect to take possession of the Owner's Allocation within 15 days from the date of issue of notice (hereinafter referred to as the said DATE OF POSSESSION).
- 7.7 Immediately after the completion of the new building and delivery of the possession of the Owner's Allocation the Owner shall execute and/or cause to execute the deeds of Conveyance or deeds of Conveyances in respect of the undivided share or interest in the land in such part or parts as shall be required by the Developer in favour of the Developer or its prospective buyers as nominated by the Developer in respect of the Developer's Allocation, at the cost of the Developer or its nominee/s and as a confirming party thereof.
- 7.8 The Owner shall sign and execute the deed of conveyance or conveyances in favour of the nominee or nominees of the Developer at the cost of the nominee/s



of the Developer, after expiry of 15 days from the date of issue of notice to take possession of the Owner's Allocation upon its completion in terms hereof.

ARTICLE -VIII- ARCHITECTS ENGINEERS ETC

- 8.1 For the purpose of development of the said Premises the Developer alone shall be responsible to appoint Architect for the said New Building and the certificate given by the Architect regarding the materials used for the purpose of construction erection and completion of the new building and also specification for the purpose of construction and/or workmanship and completion of the said New Building shall be final conclusive and binding on the parties.
- 8.2 The decision of the Architect regarding the measurements, quality of the materials and also the specification for the purpose of construction will be final conclusive and binding on the parties.
- 8.3 The Shebaits shall be entitled to visit the said Premises during the construction period and if they find anything that is in contravention of the laws and/or these presents, the same shall be brought to the knowledge of the Developer, who shall forthwith resolve the same.

ARTICLE-IX-INDEMNITY

- 9.1 The Owner shall solely be responsible for due discharge of any liability occurring due to any act of omission and/or commission on the part of the Owner and shall always keep the Developer indemnified against all actions suits proceedings damages losses which may occur or take place because of any act deed matter or thing concerning the title of the said Premises.
- 9.2 The Developer shall be fully responsible for any deviation or un-authorised construction or accident or mishap while making any construction and in no event the Owner shall incur any liability in respect thereof. The Developer shall indemnify and keep indemnified the Owner against all losses liabilities costs or claims actions or proceedings thus arising.

- 9.3 The Owner will not be liable to pay any K. M. C. tax in respect of the Developer's Allocation and likewise the Developer will not be liable to pay any K. M. C. Tax in respect of the Owner's Allocation.
- 9.4 The Owner doth hereby as and by way of negative covenants undertake to the Developer:
 - a. Not to enter into any agreement for sale, lease, development or otherwise create any third party interest in the said Premises, save and except the said Owner's Allocation, or any part thereof without the consent in writing of the Developer.
 - Not to induct any person as a tenant or otherwise into or upon the said
 Premises.

ARTICLE-X-TAXES MAINTENANCE ETC

- 10.1 Both the Developer and the Owner shall equally pay all rates & taxes on and from the date of receipt of vacant peaceful and khas possession of the said Premises by the Developer and prior to that the Owner shall be responsible for due discharge of all rates, taxes and outgoing in respect of the said Premises.
- 10.2 The respective parties shall be liable to pay and bear all taxes rates and other services and other outgoing payable in respect of their respective Allocations from the said Date of Possession the Owner shall be deemed to have taken possession of the Owner's Allocation for the purpose of making payment of the rates and taxes and common expenses and maintenance charges whether actual physical possession of the Owner's Allocation is taken or not by the Owner.
- 10.3 The Owner and the Developer shall from the Date of Possession of the Owner's Allocation maintain their respective portions at their own costs in a good and tenantable repair.
- 10.4 After the said New Building is completed and the Owner's Allocation is delivered in a habitable condition the Developer and the Owner shall form an association



of the Owner/occupants of the various flats in the said building with such rules and regulations as the Developer shall think fit and proper and the Owner and the Developer or its nominee/s shall be liable and agrees to make payment of the proportionate share of the maintenance charges payable in respect thereof of their respective areas.

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

ARTICLE-XI-OBLIGATION OF THE SHEBAITS

- 11.1 The Shebaits shall if required, apply for and obtain the necessary permission and/or order of the appropriate court of law for effective vesting of the ownership and title in respect of the Developer's Allocation in favour of the Developer and/or its nominee/s.
- 11.2 The Owner shall through the Shebaits grant a Power of Attorney in favour of the Developer or its nominee to enable to proceed with the obtaining of license and sanction of plans sanctions in respect of the building to be constructed on the said Premises and authorising the Developer to represent the Owner before the Kolkata Municipal Corporation, CMDA, CESC Ltd. and other statutory authorities.
- 11.3 The Shebaits on behalf of the Owner shall sign and execute necessary application papers documents and do all acts deeds and things as may be required in order to legally and effectively vest in the Developer or its nominee title to the Developer's Allocation in the said Premises and for completing the construction of the building.
- 11.4 The Shebaits on behalf of the Owner shall grant a registered power of attorney in favour of the Developer and/or its nominee/s so as to enable them to sign execute and register all deeds of conveyances in respect of the Developer's Allocation in favour of the Developer or its nominee/s in such part or parts as the Developer may at its absolute discretion think fit and proper.

ARTICLE-XII- MUTUAL OBLIGATION

- 12.1 The Owner and the Developer hereby agrees and covenants with each other not to violate or contravene any of the provisions of Rules applicable for construction of the said building or buildings at the said Premises.
- 12.2 The Owner and the Developer hereby agrees and covenants with each other not to do any act deed or thing whereby both of them are prevented from enjoying, selling, assigning and/or disposing of any of their respective allocation in the said New Building at the said Premises.
- 12.3 The Owner hereby agrees and covenants with the Developer to join and confirm all documents of transfer relating to sale of the Developer's Allocation in the said New Building at the said Premises.
- 12.4 The Developer hereby agrees and covenants with the Owner not to transfer and/or assign the benefits of this agreement in its entirety.
- 12.5 The respective parties i.e. both the Owner and the Developer shall be liable for payment of all outgoing towards GST, or any other tax, cess, levy and/or statutory outgoing of any nature whatsoever and/or howsoever in accordance with the law in respect of their respective allocations, however no tax of any nature is payable by the Owner in respect of the materials procured by the Developer and/or any services availed by the Developer in respect of the development of the said Premises. All such liability is only in respect of the respective allocations as applicable in accordance with law.

ARTICLE-XIII-BREACH AND CONSEQUENCES

13.1. In the event of either party to this agreement committing breach of any of their obligations under this Agreement the aggrieved party shall be entitled to specific performance and also to recover damages compensation to make good the loss sustained by the aggrieved party on account of such breach from the party committing the breach.

13.2. In the event of the Developer failing to complete the construction of the said New Building within 30 months from the date of receipt of vacant possession of the entirety of the said Premises then in that event the Developer shall be entitled to a grace period of 06 months and inspite of the grace period the Developer is unable to complete the said New Building, then in that event the Developer shall be liable to pay predetermined penalty & damages to be calculated @Rs.10,000/= per month for each month of delay until issue of notice to the Owner notifying the completion of the Owner's Allocation in the said New Building. The Developer shall continue to pay the outgoing towards the alternate accommodation during any period of delay and the monthly penalty & damages as herein mentioned is exclusive to the same.

ARTICLE - XIV - JURISDICTION

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

THE FIRST SCHEDULE ABOVE REFERRED TO

(PREMISES)

ALL THAT the piece or parcel of land containing by ad-measurement an area of about 08 cottahs and 08 chittacks be the same little more or less together with the four storied building and other structures standing thereon and lying situate at and/or being municipal premises No. 13/C, Deodar Street, Kolkata 700 019 PS Ballygunge in ward No. 69 of the Kolkata Municipal Corporation, Sub Registry Office Sealdah and is butted and bounded in the manner as follows: -

ON THE NORTH:

Partly by municipal premises No. 11C, Deodar Street &

partly by 11D, Deodar Street:

ON THE EAST:

Partly by municipal premises No. 13A, Deodar Street &

partly by 13D, Deodar Street;

ON THE WEST:

Partly by municipal premises No. 15A, Deodar Street &

partly by 15/1, Deodar Street;

ON THE SOUTH:

By KMC Road;



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

THE SECOND SCHEDULE ABOVE REFERRED TO

(TENANTS)

SI.	Name	Sq. Ft. Area	Rent in Rs.
1.	B. N. Chowdhury	400	1,400/=
2.	S. P. Singh	80	270/=
3.	B. N. Jha	150	330/=
4.	Meera Hazra	100	278/=
5.	Mihir Sain	100	528=

THE THIRD SCHEDULE ABOVE REFERRED TO (ALLOCATIONS)

PART - I OWNER'S ALLOCATION

- 50% of the entire saleable areas of upper floors of the said New Building so as to comprise of: -
 - The entire first floor of the said New Building so as to comprise of two equal flats;
 - ii. The entire third floor of the said New Building so as to comprise of two equal flats;
- 50% of the ground floor of the said New Building after providing for the common parts and portions thereat, so as to comprise of a minimum of 04 car parking spaces;
- 3. Undivided proportionate share in the land comprised in the said Premises;
- 4. Undivided Proportionate share in the common parts and facilities;



PART - II DEVELOPER'S ALLOCATION

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

THE THIRD SCHEDULE ABOVE REFERRED TO

(SPECIFICATIONS)

Structure

Building designed on RCC frame and foundation conforming to

Indian Standards and National Building Code;

Internal Walls

Plaster of paris putty over cement plastering;

Doors

Wooden frame and flush doors of ISI approved brand;

Windows

Powder Coated aluminum frame & slicing with 05mm glassed

panel with M. S. Grill;

Flooring

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

stone/Kota flooring in Stairs & Common areas;

Kitchen

Work top in granite and regular colour ceramic tiles above

counter with Stainless Steel sink;

Bathroom

: Wall dados with regular colour ceramic tiles upto door height

with ISI CP fittings, concealed hot & cold water pipeline with

sanitaryware of Hindustan make:

Electrical

Concealed Copper wiring provided from ground floor upto each

unit with adequate electrical points with modular switches of

Crabtree make;

Water

Round the clock water supply through KMC supply;

Lift

Semi- Automatic, adequate capacity of repute make:

8

Exterior

Aesthetically designed front façade;

Power Back Up : Soundless genset system in fully acoustic enclosure for all

common facilities including lift;

Ground floor lobby: Decorated facade of Lift & lobby;

Others

: Common toilet for servants;

Car Wash;

Personalised Mail Box;

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

SIGNED SEALED AND DELIVERED

by the **OWNER** at Kolkata

Iswar Lakshmi Mata Thakurani Estate

in the presence of:

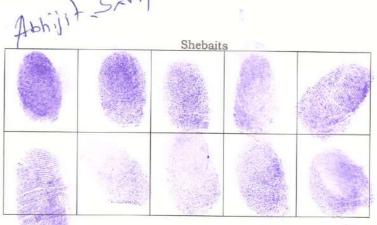
Delagringa Sangal Shapaits

Left Right Iswar Lakshmi Mata Thakurani Estate

Abhilit Sany

Left

Right



Iswar Lakshmi Mata Thakurani Estate

Mahua Sam Iswar Lakshmi Mata Thakurani Estate Shebaits Left Right SIGNED SEALED AND DELIVERED by the $\underline{\text{DEVELOPER}}$ at Kolkata in the presence of: Right praffed by we
Rotan to. Dulla Advocation
All par consing Co

आयकर विभाग INCOME TAX DEPARTMENT



भारत सरकार GOVT OF INDIA

ISWAR LAKSHMI MATA TAKURANI ESTATE

29/03/1945

Permanent Account Number

AABTI1499J

01102014

हस कार्ड के खोने / पाने पुर कृपपा सूचित करें / लोटाए आयाण पैन रोवा इकाई, एन एस डी एव * 5 वीं पविवा, मंत्री स्टॉवेंग, प्लॉटन 341, सर्वे नं, 997/8, नीडक कालोगी, सीम बेंगला चोक के पास, पुणे – 411 016,

If this card is lost / someone's lost card is found, please inform / return to.; lucome Tax PAN Services Unit, NSDL 5th floor, Mantri Sterling, PlatNo. 341, Survey No. 997/8, Model Colony, Near Deep Bungalow Chowk, Pune —411-016

Fel. 91-20-2721-8080 Fax: 91-20-2721-8081 e-mail: aninto(consellato in



ABHIJIT SANYAL

PRABHAT KUMAR SANYAL

08/10/1949
Permanent Account Number
ALRPS2725E











ভারতীয় বিশিষ্ট পরিচ্য প্রাধিকরণ ভারত সরকার Unique Identification Authority of India **Government of India**

তালিকাভুক্তির আই ডি / Enrollment No.: 1040/21051/04263

To বাভিজিত দালাদ Abhijit Sanyal 13C DEODAR STREET Ballygungo Ballygungo Circus Avenue Kolkata West Bengal 700019

MN877275665FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

9577 4374 3147

আধার – সাধারণ মানুষের অধিকার



ভারত সরকার Government of India



ই আমিজিজ সামানে

Abrojil Sanyal

পিত প্রত্যন্ত কুমার মালাল

Father Prabhat Kumar Sanyal

কমভারিখ / DOB 08/10/1949

মুকুষ / Male



9577 4374 3147

আধার – সাধারণ মানুষের অধিকার









ভারতীয় বিশিষ্ট পরিচ্য় প্রাধিকরণ ভারত সরকার

Unique Identification Authority of India Government of India

ভানিকাভূক্তির আই ডি / Enrollment No.: 1040/21051/04265

To To अवसा प्रामाण Mahua Sanyal 13C DEODAR Ballygunge 13C DEODAR STREET ballygunge Circus Avenue Kolkata West Bengal 700019



আপুনার আখার সংখ্যা / Your sanhaar No.:

3913 7022 2370

আখার – সাধারণ মানুষের অধিকার



ভারত সরকার Government of India



মহ্যা সালগাণ Mahua Sanyal দিতা : শিশিরাংশু ভূষদ ভট্টাচার্য Father: Sisirangshu Bhusan Battacharya

জন্মভারিখ / DOB : 08/07/1957

মহিলা / Female

3913 7022 2370

াধার – সাধারণ মানুষের অধিকার





তখ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচ্মের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুল |

INFORMATION

- Aadhaar is proof of identity, not of citizenship .
- To establish identity, authenticate online .
- আধার সারা দেশে মান্য ।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ Unique Identification Authority of India

13মি, দেওদার স্ফীট, বালিগঙ্গ, কোলকান্তা, বালিগঞ্জ, পশ্চিম বঙ্গ, Ballygunge, Kolkata, Ballygunge, 700019

Address: West Bengal, 700019

3913 7022 2370



M help@uldar.gov.in

www ww.uidal.gov.in



Ujjal Majumder <ujjalmajumder11@gmail.com>

(no subject)

1 message

ujjalmajumder@yahoo.co.nz <ujjalmajumder@yahoo.co.nz>To: ujjal majumder <ujjalmajumder11@gmail.com>

Fri, Feb 1, 2019 at 2:20 PM



Sent from Yahoo Mail for iPhone

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER AADCS5305E



नाम /NAME

SWASTIC PROJECTS PVT LTD

निगमन / वनने की तिथि /DATE OF INCORPORATION/FORMATION 16-07-1993

COMMISSIONER OF INCOME-TAX, W.B. - XI

इस कार्ड के खो / मिल जाने पर कृप्या जारी करने वाले प्राधिकारी को सूचित / वापस कर हैं संयुक्त आयकर आयुक्त(पद्धति एवं तकनीकी). पी-7, चौरंगी स्ववायर. कलकत्ता - 700 069.

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

ध्रायकर विमाग INCOME TAX DEPARTMENT SATWIC V RUIA VIVEK RUIA 15/07/1994

Permanent Account Number BIZPR8842M

Signature.

भारत सरकार GOVT. OF INDIA



्रहुत काई के खोने / पाने पर न्यम सूचित करें / सीटाएं आयकर पैनसेवाइकाई, एन एस डी एस तीसरों मजील, सफायर चेंबर्स, बातर टेलिफोन एक्ट्येंज के नजदीक. बानेर टेलिफाग ५५ चानेर, पुना—411 045

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Tel: 91-20-2721-3080, Pax, 99-20-2721-8081 e-mail: uninlogated Country



আমার আধার, আমার পরিচয়



21/2, বালিগঞ্জ প্লেস, বালিগঞ্জ, কোলকাতা, পশ্চিম বঙ্গ - 700019

OF INDIA Address 21/2, BALLYGUNGE

PLACE, Ballygunge, Kolkata,

West Bengal - 700019



help@uldai.gc

P.O. Box No. 1947, Bengaluru-560 001



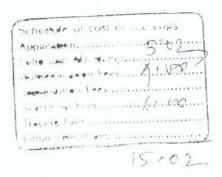
20.8.18 1.9.18 1.9.18 3-9.18 4.9.18

EDX = 4987/15

In the count of the 2d, District Judge at Alifocus

Misecuse - 352/17

Some some Dewar Laxshomi Mata Thakurumi Estate represented by soi Debapriya Sanyul @ Debapriya Kumun Sangul And ons.





UUVI. UI VVESI DELIYAT

Directorate of Registration & Stamp Revenue e-Challan

GRN:

192019200154249851

Payment Mode

Online Payment

[Query No./Query Year]

GRN Date: 16/01/2020 17:24:47

Bank:

HDFC Bank

BRN:

999764010

BRN Date: 16/01/2020 17:26:18

DEPOSITOR'S DETAILS

Id No.: 16020000087885/5/2020

Name:

Swastic Projects Private

Contact No.:

Mobile No.:

+91 9831312355

E-mail:

Address:

212 Ballygunge Place Kolkata 700019

Applicant Name:

Mr S DAS

Office Name:

Office Address:

Buyer/Claimants

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Status of Depositor:

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹
1	16020000087885/5/2020	Property Registration- Stamp duty	0030-02-103-003-02	74760
2	16020000087885/5/2020	Property Registration-Registration Fees	0030-03-104-001-16	53

Total

74813

Rupees Seventy Four Thousand Eight Hundred Thirteen only



ভারত সরকার Government of India



ত্ৰিলোক চন্দ নাইটো Trilok Chand Naita জন্মভারিথ / DOB : 20/12/1966 পুরুষ / Male



8460 0424 3488

- সাধারণ মানুষের

Unique Identification Authority of India

Idকাৰা:

S/O মহাবীর প্রমাদ নাইটা.

S/O Mahabir Prasad Naita.

অধিক গার্ডেন, স্লাট নং – ১৪৬,

রুক – ১, স্লোর –৪ঘ, ৪৬,
শ্রীধর রাম রোড, কৃষ্টিমা মোর

এর নিকটে, ভিলজনা, কলকাভা,

গশ্চিমবঙ্গ, 700039

Address

S/O Mahabir Prasad Naita.

Swastic Garden, Flat no - 146,
Block - 1, Floor -4th, 46, Sreedhar

Roy Road, Near Kustia More,

Tiljala S.O, Tiljala, Kolkata, West

Bengal, 700039

Address. Block - 1, Floor -4th, 46, Sreedhar

8460 0424 3488



www.

Miso C ist No.350/17

= nee Sree (sixua la rishmi Mark Tharkwani Estate

Order No.11, dated 28.8.2018 represented by Sni Debapriya Sanyale Debapri

The petitioners Sri Debopriya Sanyal and three other Sebaits of the Deity Stee-Sree Maa Lakshmi Mata are represented by their learned Lawyer.

The case record is put up today for passing order.

The instant case arises out of an application u/s 34 of the Indian Trusts Act.

Briefly stated, the case of the positioners is as follows:

The building standing on 9 counts, 1 chittak, 14 sq. ft. (more or less) in respect of premises No.13C, Deodha: Street, P.S. Ballygunge, Kolkata - 700019 shall hereinafter be called as the case building or case property. Smt. Padmasana Devi was the owner of the case building and sive possessed the same during her life time. She consecrated the case property by executing an Aspannama dated 29.3.1945 in loyour of the Deity Sree Sree Maa Lakshmi Mata (Sree Sree Iswar Lakshmi Mata Thakuram). She appointed her husband Pramatha Chandra Sanyal as the first Sebait. After the death of Pramatha Chandra Sanyal, his sons Prafulla Kumar Sanyal and Prablant Kumar Sanyal became the Selsons of the Deny.

By way of inheritance and my mutatal consent/understanding, the permits a have now become the Schaits of the Letily.

The case building is in disquisit a condition. For the overall benefit of the Ceite and to increase the income of the property, the peritioners such particular of the court to develop the case property. Hence, the case arose.

I have perused the evidence of P.W.1 Debapriya Sanyal and the Goeuments which have been marked as Exp. (a) [1]

From the recitais of the Aspersacina (Ext.1), I find that the Trust orested by Smt. Padmasana Devi is a private Tages and the case property/building involved in the Arpannama is a private Debutta [199] werey,

According to Savings Clause of Section 1 of the Indian Trusts Act, Section 34 of the Indian Trusts Act does not apply to private trust and private Debuttar property.

In view of the above, the austant case should be dismissed as not maintainable u/s 34 of the Indian Trusts Act.

But, it is made clear that the per-motioners do not need any permosion from time court to transfer or develop the businessees property for the overall benefit of the Deity

Accordingly, it is, ORDARDA

that the case be dismissed as not some detaile u/s 3/4 of the radian Trusts Act. Dictated & corrected by me

District Judge

District Judge





Came son and hound to be a true

Nipone 1911 8 that July Count



2200



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS, District Name :South 24-Parganas
Signature / LTI Sheet of Query No/Year 16020000087885/2020

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

SI lo.	Name of the Executant	Category	Photo	Finger Print	Signature with
1	Satwic Vivek Ruia 21/2, Ballygunge Place, P.O:- Ballygunge, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Developer [Swastic Projects Private Limited]			9500 12020
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Debapriya Sanyal 13C, Deodar Street, P.O:- Bullygunge, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Land Lord [Sri Sri Iswar Lakshmi Mata Thakurani			Belapriga Say 26.
SI		Category	Photo	Finger Print	Signature with date
3		Represent ative of Land Lord [Sri Sri Iswar Lakshmi Mata Thakurani			Athiji ting



District Sub-Register-II Alipore, South 24 Pargame

2 0 JAN 2020

SI lo.	Name of the Executan	Category	Photo	Fing	ger Print	Signature with date
-	Mahua Sanyal 13C, Deodar Street, P.O:- Bullygunge, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Land Lord [Sri Sri Iswar Lakshmi Mata Thakurani				Mahua Sanyal 20.01.20
SI No.	Name of the Executar	nt Category	Photo	Fin	ger Print	Signature with date
5	Biswapriya Sanyal 166 Arborway Boston , Ma 02130 United States , Oci No A 613120, P.S. United States ,	ative of Land Lord	00			Simpije dy
SI No.	Name and Address of identifier	Identif	ier of	Photo	Finger P	rint Signature wit
1	Son of Late Mahabir	Satwic Vivek Ruia Sanyal, Mr Abhijit Sanyal, Biswapriy	Sanyal, Mahua			3/m/2

(Samar Kumar Pramanick) DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS South 24-Parganas, West Bengal





তখ্য

- আধার পরিচয়ের প্রমাণ, লাগরিকস্বের প্রমাণ লয়।
- পরিচেয়ের প্রমাণ অললাইন প্রমাণীকরণ দ্বারা লাভ করুল।

INFORMATION

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- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .



ঠিকালা:

Address: ত্রপার প্রত্ত প্রকৃষ্ণ সাল্যাল, 13মি, S/O: Prafulla Sanyal, 13C, Prafulla Sanyal, 13C, Prafulla Sanyal, 13C, DEODAR STREET, Ballygunge, Kolkata, Ballygunge, West Bengal, 700019

9359 1847 5171



M







ভারত সরকার

Unique Identification Authority of India

ভালিকাভুক্তির আই ডি / Enrollment No.: 1490/50086/08156

(भवश्रिय भाना।ल Debapriya Sanyal S/O: Prafulla Sanyal 13C, DEODAR STRE Ballygunge 13C, DEODAR STREET Ballygunge Circus Avenue Kolkata

West Bengal 700019





আপনার আধার সংখ্যা / Your Aadhaar No. :

9359 1847 5171

আমার আধার, আমার পরিচয়





Debapriya Sanyal পিতা : প্রফুল সাল্যাল Father : Prafulla Sanyal জন্মভারিখ / DOB : 08/10/1944 পুরুষ / Male



9359 1847 5171

আমার আধার, আমার পরিচয়

र्ष तेखा संख्या /PERMANENT ACCOUNT NUMBER

ALPPS1119J







DEBAPRIYA SANYAL

पिता का नाम /FATHER'S NAME PRAFULLA KUMAR SANYAL

जन्म तिथि /DATE OF BIRTH 08-10-1944

आयकर आयुक्त, प.वं.-XI

COMMISSIONER OF INCOME-TAX, W.B. - XI

इस कार्ज के को / मिल जाने पर कृप्या जारी करने यालै प्राधिकारी को सूचित / यापस कर दें संयुक्त आयमन आगुक्त(पदाति एवं तकनीकी), 41-7, धीरंगी रववाधर, कलकता - 700 069.

In case this eard is instituted, kindly informireture to the basing authority: Joint Commissioner of Income-tax(Systems & Technical), Chowringhee Square, Calcutta- 700 069.

107/1/10/10/



442

Non Judicial Stamp of B.10/-

DR Alipore Book No.1 Vol - 31 Pages 164 - 166 Deed No. 1033 for 1945

(1)

Deed of Dedication Value : Rs.15000/-

Executed by: Srimati Padmasana Devi wife of Shri Pramath Chandra Sanya by caste Brahmin, occupation - household work, resident of No. BC.

Deodas Street P.S. Ballygunge, District - 24 Parganas.

This Deed of Dedication executed is to the effect following :-In the District of 24 Pargenas, P.S. Ballygunge, in Mauja Gadsaha, P.O. Garcha, situate at No. 18/C, Deodar Street, under Ward No.21 of Calcutta Municipality I purchased little more or less 82 eight and half cottabs of land including single storied house with my own streedhan and by causing construction of houses on the ground floor standing on some portions of the same, effecting alteration on the third floor and causing construction of tin shed houses on some other portions with my own streedhan (2nd page) (T.I. of Srimati Padma Sana Devi By the nen of Amarendra Mohan Bandopadhyay) I have been enjoying and cossessing the same by residing therein, I have been performing the puja of Sree Sree Lakshmi Mata regularly in my said house. It is my long cherished desire to endow the said property described in the schedule below unto the Goddess Sri Sri Lakshmi Debi. But this could not be implemented. In order to ensure that the seba puja of Sree Sree Lakshmi Devi is perform and carried on properly and efficiently forever by this Deed of Endowment/Dedication I am making the arrangement as mentioned below. I do hereby dedicate the four storied house described in the schedule below and other houses/rooms that I have unto and in favour of said Sree Sree Lakshmi Mata (Pg.3)(3) (T.I. of Srimati Fadma Sana Deci, by t pen of Stri Amarendra Mohan Bandopadhyay) Every day the puja Shetal etc of Sree Sree Lakshmi Devi has to be performed and as per special Schedu the puis in Sharpsha , sekar (Offering of civtons Slave) has to be

On the left hand margin of Third page

Registered in

BOOK No. 1

Vol. No. 31

Pages 164 to 166

Being Wo. LO33

for the year 1945

Seal

Sch. Mir Mohammad

Ismali

For Registrar

24 Pgs; .

24.5.46

COMPARED BY

Prime Prime

A true Tennslation of the annexerd
Beng./Eng-thind/plants will faith Hind /
Under/Puntan Signature: Document (Summons.
Bearing Regd. No. 107, 2014

Ruia Lengaplos 2 9 14 Interpreting Officer (Court) High Court, C.S. Cascutto

Sport B

No. 677 dated 27.3.45 valued at No.7/8 Seven ruppes eight only sold to Mr. A. M. Banerjee of Judges Court Alipore Sd. Chandi Charan De Stamp Vendor, Judges Court Alipore 24 Parganas

On the left hand margin of Second page.

T.I. of Padmasana Devi

By the pen of Amarendra Mohan Bandopadhyay

S.D illegible For Registrar

24 Pgs

29.3.45

T.I. of Srimati Padmasana Debi

By the pen of Amarendra Nath Sandopadhyay

T. I. No. 38

T. I. of Srimati Padmasana Debi

By the pen of Amarendra Nath Bandopadhyay

On the left hand margin of first page

200

performed. I shall remain the sebait during my life time, and after my death, my husband Srijukta Babu Pramatha Chandra Sanyal shall run the work of sebait and he shall decide on the line of sebait or sebait in his place. If he does not appoint sebait during his life time, then my son Sriman Prafulla Kumar Sanyal and Sriman Prova Rumar Sanyal shall do the work of sebait jointly or solely and shall appoint their subsequent sebaits. If required the sebait shall be competent to let out the rooms excepting the residential rooms of the sebaits and accomplish the work of the seca puja of the Goddess, cause repairing of the houses, pay taxes The room on the third floor in which Sree Sree Lakshmi Mata is consecrated has to be maintained and kept in small repaired condition. Be it known that by dedicating the said property to Sree Lakshmi Mata, I including my heirs and representatives become divested of possession and occupation in respect of the same forever. I or my heirs or representatives shall not be entitled to claim ownership right of the said property at any time. It is the said Goddess who becomes the absolute owner of the scheduled property from today (4th page) (4) (T.I. of Fadmasana Dev: By the pen of Amarendra Mohan Bandopadhyay / The Debottar property described in the schedule cannot be attached/auctioned due to the burden of debts of any sebait or his successors and no sebait or his successors shall be entitled to transfer or encumber the said property by means of gift, sell, mortgage etc. If done the same shall be treated asinadmissible and void.

To this import, out of my own volition, in free mind without my being requested by others fully comprehending the contents of this Deed of Dedication I sign and execute this Deed of Dedication.

Finis/Dated: 29th March, 1945 A.D. Corresponding to: 15th Chaitra, 1351 B.S.

Schedule of the property sold

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District - 24 Pargana, P.S. pallygunge, Sub Registry Sebadaha, Govt. Khas Mahal, Touji No.1291/2833, in respect of Dihi 55 Village, Division - 6, and (English) Sub Division - 25, included under rent free holding, in Mauja Gadsaha, Post Garcha under Ward no.21 of Calcutta Municipality, situate at premises no.13/C, Deodar Street little more or less 8-8-0 Eight Cottahs eight Chittacks of land including pucca four storied house standing thereon comprising of eight bedrooms, four halls, one Thakur Ghar, with four latrines, two eathrooms, verandah, stair case together with two other pucca rooms on ground floor with woom having tin shed, with electric fittings. water pipe, tap, resirvoir with fittings, fixtures, windows, doors and all easement rights with all and entire right. Four Boundaries : (Pg-5) (5) (T.I. of Srimati Padmasana Devi by the pen of Amarendra Mohan Bandopadhyay) Four boundaries - North - House of Shri Suresh Chandra Sanyal, East - House of Shri Sukumar Lahiri, South - Deodar Street, West - Premises Nos. 15/A, 15/B and 15/1, Deodar Street Approximate value of property - Rs.15000/- Rupees Fifteen thousand. Scribe - Shri Subhash Kumar Bandopadhyay No.42, Maniktala Main Roac Explained the contents of this Document to the executant - Amarendr: Mohan Banerjee Pleader - Witness - Shri Gopendra Nath Sengupta 9/2 B Deodar Street.

Shri Prafulla Kumar Chowdhury, 154, Deodar Street
Sukumar Lahiri 13/A, Deodar Street, Ballygunge,
Amarendra Mohan Banerjee Pleader, Judge's Court Alipore

Certified that single stamp of Rs.22/8 not being available I furnished the same so as to make up the required amount the stamps as follows: Serial nos. 627 Bst 627 B 2/82/ B22/82 Sd Chandi Charan Dey Stamp Vendor Judges Lourt Alipore 24 Parganas No. 676 dt. 27.3.45 27.3.45 valued at Rs. Fifteen only sold to A. M. Banerjee Judges Court Alipore Sd. Chandi Charan Dey Stamp Vendor Judges Court Alipore, 24 Parganas

Major Information of the Deed

Deed No:	I-1602-00587/2020	Date of Registration	21/01/2020	
Query No / Year	1602-0000087885/2020	Office where deed is registered		
Query Date	16/01/2020 12:21:27 PM	D.S.R I SOUTH 24-PARGANAS, District: South 24-Parganas		
Applicant Name, Address & Other Details	S DAS Thana : Alipore, District : South 2 : 7980218169, Status :Advocate	4-Parganas, WEST BENGAL,	PIN - 700027, Mobile No.	
Transaction		Additional Transaction		
[0110] Sale, Development A	Agreement or Construction	[4305] Other than Immo Declaration [No of Declaration		
Set Forth value		Market Value		
		Rs. 6,86,66,002/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 75,020/- (Article:48(g))		Rs. 53/- (Article:E, E, M	(b), H)	
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing	the assement slip.(Urban	

Land Details:

District: South 24-Parganas, P.S:- Ballygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Deodar Street, , Premises No: 13c, , Ward No: 069 Pin Code : 700019

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1			Bastu		8 Katha 8 Chatak		6,11,66,002/-	Property is on Road
	Grand	Total:			14.025Dec	0 /-	611,66,002 /-	

Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	10000 Sq Ft.	0/-	75,00,000/-	Structure Type: Structure

Gr. Floor, Area of floor : 2500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 2500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 2, Area of floor : 2500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 3, Area of floor : 2500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

	Total:	10000 sq ft	0 /-	75,00,000 /-	
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Land Lord Details:

SI No	Name,Address,Photo,Finger print and Signature
1	Sri Sri Iswar Lakshmi Mata Thakurani 13C, Deodar Street, P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019, PAN No.:: AABTI1499J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
	Swastic Projects Private Limited 21/2, Ballygunge Place, P.O:- Ballygunge, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019, PAN No.:: AADCS5305E, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details:

SI No	Name,Address,Photo,Finger print and Signature
1	Satwic Vivek Ruia (Presentant) Son of Mr Vivek Ruia 21/2, Ballygunge Place, 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: BIZPR8842M, Aadhaar No: 37xxxxxxxx5326 Status: Representative, Representative of: Swastic Projects Private Limited (as director)
2	Debapriya Sanyal Son of Late Prafulla Sanyal 13C, Deodar Street, P.O:- Bullygunge, P.S:- Bullygunge, District:-South 24- Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, , PAN No.:: ALPPS1119J, Aadhaar No: 93xxxxxxxxx5171 Status: Representative, Representative of: Sri Sri Iswar Lakshmi Mata Thakurani (as shebaits)
- 3	Mr Abhijit Sanyal Son of Late Prabhat Kumar Sanyal 13C, Deodar Street, P.O:- Bullygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, , PAN No.:: ALRPS2725E, Aadhaar No: 95xxxxxxxxx3147 Status: Representative, Representative of: Sri Sri Iswar Lakshmi Mata Thakurani (as shebaits)
4	Mahua Sanyal Wife of Late Arijit Sanyal 13C, Deodar Street, P.O:- Bullygunge, P.S:- Bullygunge, District:-South 24- Parganas, West Bengal, India, PIN - 700019, Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, , PAN No.:: CQYPS9464E, Aadhaar No: 39xxxxxxxx2370 Status: Representative, Representative of: Sri Sri Iswar Lakshmi Mata Thakurani (as shebaits)
	Biswapriya Sanyal Son of Late Prafulla Sanyal 166 Arborway Boston, Ma 02130 United States, Oci No A 613120, P.S:- United States, , Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , NRI/OCI/PIO,Aadhaar No Not Provided by UIDAI Status: Representative, Representative of: Sri Sri Iswar Lakshmi Mata Thakurani (as shebaits)

Identifier Details :

Name	Photo	Finger Print	Signature	
Trilok Chand Naita Son of Late Mahabir Prasaad Naita 46 Sreedhar Roy Road, P.O:- Tiljala, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700039			4	

Identifier Of Satwic Vivek Ruia, Debapriya Sanyal, Mr Abhijit Sanyal, Mahua Sanyal, Biswapriya Sanyal

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	Sri Sri Iswar Lakshmi Mata Thakurani	Swastic Projects Private Limited-3.50625 Dec
2		Swastic Projects Private Limited-3.50625 Dec
3		Swastic Projects Private Limited-3.50625 Dec
4		Swastic Projects Private Limited-3.50625 Dec
Trans	fer of property for S1	
SI.No	From	To. with area (Name-Area)
1	Sri Sri Iswar Lakshmi Mata Thakurani	Swastic Projects Private Limited-2500.00000000 Sq Ft
2		Swastic Projects Private Limited-2500.00000000 Sq Ft
3		Swastic Projects Private Limited-2500.00000000 Sq Ft
4		Swastic Projects Private Limited-2500,00000000 Sq Ft

On 20-01-2020

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

Presented for registration at 20:45 hrs on 20-01-2020, at the Private residence by Satwic Vivek Ruia,

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 6,86,66,002/-

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

Execution is admitted on 20-01-2020 by Mahua Sanyal, shebaits, Sri Sri Iswar Lakshmi Mata Thakurani (Others), 13C, Deodar Street, P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019

Indetified by Trilok Chand Naita, , , Son of Late Mahabir Prasaad Naita, 46 Sreedhar Roy Road, P.O: Tiljala, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Service

Execution is admitted on 20-01-2020 by Biswapriya Sanyal, shebaits, Sri Sri Iswar Lakshmi Mata Thakurani (Others), 13C, Deodar Street, P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN -

Indetified by Trilok Chand Naita, , , Son of Late Mahabir Prasaad Naita, 46 Sreedhar Roy Road, P.O: Tiljala, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Service

Execution is admitted on 20-01-2020 by Satwic Vivek Ruia, director, Swastic Projects Private Limited (Private Limited Company), 21/2, Ballygunge Place, P.O.- Ballygunge, P.S.- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019

Indetified by Trilok Chand Naita, , , Son of Late Mahabir Prasaad Naita, 46 Sreedhar Roy Road, P.O: Tiljala, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Service

Execution is admitted on 20-01-2020 by Debapriya Sanyal, shebaits, Sri Sri Iswar Lakshmi Mata Thakurani (Others), 13C, Deodar Street, P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019

Indetified by Trilok Chand Naita, , , Son of Late Mahabir Prasaad Naita, 46 Sreedhar Roy Road, P.O: Tiljala, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Service

Execution is admitted on 20-01-2020 by Mr Abhijit Sanyal, shebaits, Sri Sri Iswar Lakshmi Mata Thakurani (Others), 13C, Deodar Street, P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN -

Indetified by Trilok Chand Naita, , , Son of Late Mahabir Prasaad Naita, 46 Sreedhar Roy Road, P.O: Tiljala, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Service



Samar Kumar Pramanick DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 21-01-2020

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/- (E = Rs 21/- H = Rs 28/- M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 53/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/01/2020 5:26PM with Govt. Ref. No: 192019200154249851 on 16-01-2020, Amount Rs: 53/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 999764010 on 16-01-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 260/-, by online = Rs 74,760/-

- 1. Stamp: Type: Impressed, Serial no 565612, Amount: Rs.100/-, Date of Purchase: 30/07/2019, Vendor name: S MUKHERJEE
- 2. Stamp: Type: Impressed, Serial no 565611, Amount: Rs.100/-, Date of Purchase: 30/07/2019, Vendor name: S MUKHERJEE 3. Stamp: Type: Impressed, Serial no 243911, Amount: Rs.50/-, Date of Purchase: 30/07/2019, Vendor name: S
- MUKHERJÉE 4. Stamp: Type: Impressed, Serial no 530267, Amount: Rs.10/-, Date of Purchase: 30/07/2019, Vendor name: S
- MUKHERJÉE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/01/2020 5:26PM with Govt. Ref. No: 192019200154249851 on 16-01-2020, Amount Rs: 74,760/-, Bank: hdfc Bank (hdfc00000014), Ref. No. 999764010 on 16-01-2020, Head of Account 0030-02-103-003-02



Samar Kumar Pramanick DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. -I I SOUTH 24-**PARGANAS** South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69. Registered in Book - I Volume number 1602-2020, Page from 29729 to 29788 being No 160200587 for the year 2020.



Digitally signed by SAMAR KUMAR PRAMANICK Date: 2020.01.24 18:15:39 +05:30 Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2020/01/24 06:15:39 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS West Bengal.



(This document is digitally signed.)