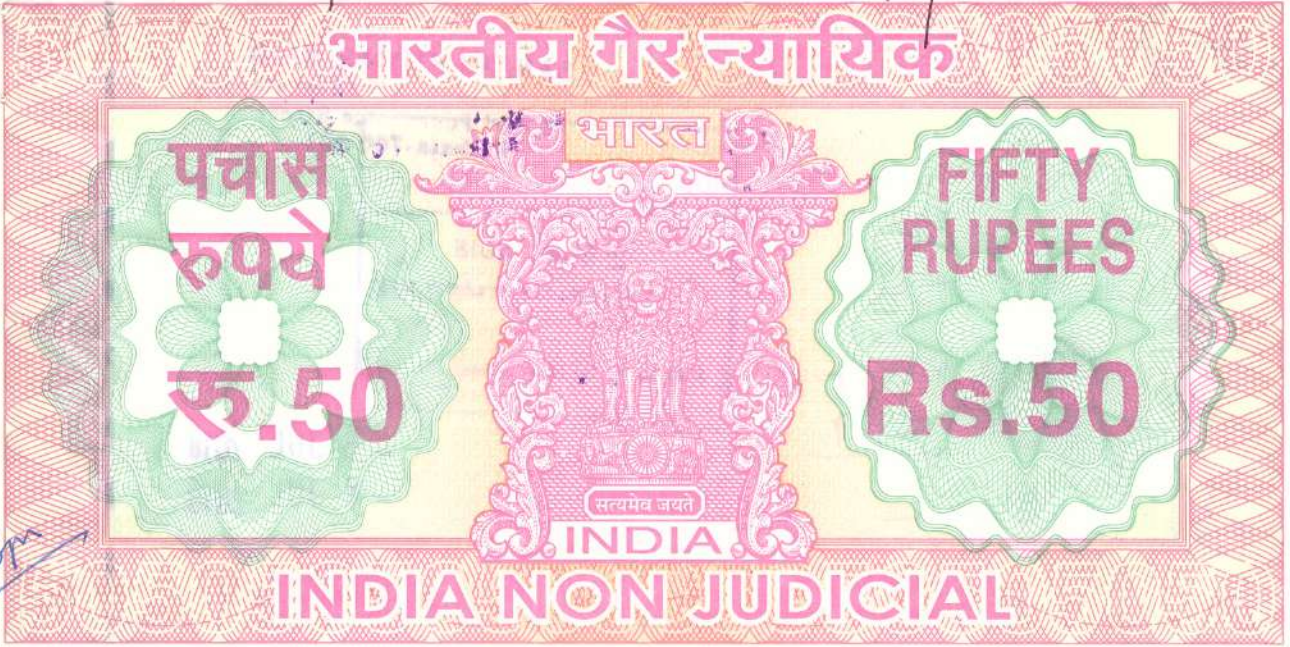


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Certified that the document is admitted to registration. The signature sheets and the endroesment sheets attached with document are the part of this document.



Sucharita Bose

District Sub-Registrar-V
Alipore, South 24 Parganas

27 JAN 2022

THIS AGREEMENT is made this 24th day of January Two Thousand and Twenty 2
Two **BETWEEN SUCHARITA BOSE** (nee **BASU**) (PAN BTZPB8460Q & Aadhaar
No. 7301 8824 2003) wife of Mr. Santanu Basu an Indian national, by faith Hindu, by
occupation Housewife presently residing at No. 2, Jessore Road, Kolkata 700 028

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44819

SANJAY KUMAR BAID

Advocate

8, Old Post Office Street
Kolkata-700 001

NAME.....
ADD.....
Rs.....

6 JUL 2018

SUPANJAN MUKHERJEE
Licensed Stamp Seller

24, 3, K. S. ...

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v.c. 6 #
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6 JUL 2018



v.c. 6 #
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Suchasita Basu.

DISTRICT SUB REGISTRAR-V
SOUTH 24 PGS, ALIPORE

24 JAN 2018

Siddhi Mandal
310- Jadar Mandal
Petua Mandal para o
Raidaypara, Mellickpur
Basuipur, Kolkata-147.

PO & PS Dumdum hereinafter referred to as the **OWNER** of the **ONE PART AND SWASTIC VIDRIK REALTY PRIVATE LIMITED** (PAN AALCS0043B) 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 **OTHER PART**:



WHEREAS:

- A. By an Indenture dated 11th December 1959 and registered with the Joint Sub – Registrar of Alipore in Book No. I, volume No. 117 in pages 45 to 51 Being No. 3670 for the year 1959 Kshitish Chandra Roy Chowdhury sold transferred and conveyed unto and in favour of Alok Sundra Mitra **ALL THAT** the piece and parcel of land containing by ad-measurement an area of about 03 (three) cottahs 9 (Nine) chittacks and 41 (forty one) sq. ft. be the same a little more or less lying situate at and/or being premises No. 6A, Kabir Road, Kolkata 700 026 (hereinafter referred to as the said **PREMISES**) and is more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder for the consideration and in the manner as contained and recorded therein.
- B. The said Alok Sundra Mitra constructed a three storied building and other structures at the said Premises.
- C. The said Alok Sundra Mitra was during his lifetime governed by the Dayabhaga school of Hindu Law died intestate on 14th November 2020 leaving behind him surviving his wife namely Madhabi Mitra as his only surviving legal heiress.





2
DISTRICT SUB REGISTRAR-V
SOUTH 24 PGS, ALIPORE
24 JAN 2022

- D. By an agreement dated 05th January 2022 the said Madhabi Mitra had granted the exclusive right of development in favour of Swastic Vidrik Realty (P) Ltd. in respect of **ALL THAT** the said Premises in the manner and upon the terms as contained and recorded therein.
- E. By the deed of gift dated 19th January 2022 and registered with the District Sub – Registrar – V, Alipore, South 24 Parganas in Book No. I, volume No. 1630 – 2022 being deed No. 1630 00474 for the year 2022 the said Madhabi Mitra gave as  and by way of absolute gift unto and in favour of Sucharita Basu **ALL THAT** the said Premises absolutely and forever in the manner as contained and recorded therein, subject to the said agreement with the said Swastic Vidrik Realty (P) Ltd.
- F. The said Premises is presently under occupation of one tenant (hereinafter referred to the said **TENANT**) whose detail is morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written.
- G. Pursuance to the above, the Owner herein has agreed to ratify and confirm and also register the agreement for development and as such the parties hereto have entered into these presents. upon the terms and conditions hereinafter appearing.
- H. It has been agreed by and between the parties hereto that the said Premises shall be amalgamated with the adjoining conjoined municipal premises No. 2A, Kabir Road (which also includes 4A, Kabir Road after amalgamation), Kolkata 700 026 PS Tollygunge presently owned by Utpal Bhattacharyya, Himansu Bhattacharyya, Ratna Mitra, Sreyan Mitra and Swastic Vidrik Realty (P) Ltd.
- I. The said Premises and the said municipal premises No. 2A, Kabir Road, Kolkata 700 026 is hereinafter for the sake of brevity jointly referred to as the said **PROPERTY**. 

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

ARTICLE-I-DEFINITIONS & INTERPRETATIONS

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

- 1A.1 **ARCHITECT** shall mean and include such person or firm who may be appointed as architects of the building by the Developer.
- 1A.2 **NEW BUILDING** shall mean the proposed multistoried building to be constructed at the said 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 **OWNER** shall mean and include the Owner above named and shall include her heirs, executors, administrators, legal representatives and assigns;
- 1A.4 **CO – OWNERS** shall mean and include the said **UTPAL BHATTACHARYYA, HIMANSU BHATTACHARYYA, RATNA MITRA, SREYAN MITRA** and **SWASTIC VIDRIK REALTY (P) LTD.**
- 1A.5 **JOINT OWNERS** shall mean and include collectively the said Owner and the said Co Owners.
- 1A.6 **DEVELOPER** shall mean and include the said **SWASTIC VIDRIK REALTY PRIVATE LIMITED** and its successor or successors – in – interest, transferors, nominee/s and/or assigns.
- 1A.7 **COMMON FACILITIES/PORCTIONS** 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.8 **CONSTRUCTED SPACE** 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.9 **CARPET AREA** shall mean the space in the said New Building available for the exclusive and independent use and occupation of the Owners or the Developer exclusively, over and above the space demarcated for common facilities and services in the New Building
- 1A.10 **PREMISES** shall mean and include **ALL THAT** the piece or parcel of land containing by ad-measurement an area of about 03 (three) cottahs 9 (Nine) chittacks and 41 (forty one) sq. ft. be the same a little more or less together with three storied building and other structures standing thereon and all lying situate at and/or being municipal premises No. 6A, Kabir Road, Kolkata 700 026 PO Kalighat PS Tollygunge and is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.
- 1A.11 **PROPERTY** shall mean and include the merged and amalgamated land comprising the said Premises and the contiguous premises No. 2A, Kabir Road (which also includes 4A, Kabir Road after amalgamation), Kolkata 700 026 PO Kalighat PS Tollygunge.
- 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 **OWNER'S ALLOCATION** shall mean and include the one flat containing by ad-measurement an area of about 1800 sq. ft. built up on the second floor of the said New Building together with space for parking one medium sized motorcar in the covered area of the said New Building together with undivided



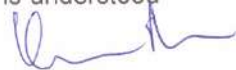
proportionate share in the land comprised in the said Premises together with undivided proportionate share in the common parts and facilities details of all are morefully and particularly mentioned and described in **PART – I** of the **THIRD SCHEDULE** hereunder written.

1A.14 **DEVELOPER'S ALLOCATION** (including Co – Owner's Allocation) shall mean and include the all remaining flat/unit/spaces in the said New Building an all floors together with all remaining the entire ground floor including shops and car parking spaces after providing for the one car parking space for the Owner forming part of the Owner's Allocation as mentioned hereinabove, together with entire open to sky parking spaces in the said Premises details of all are morefully and particularly mentioned and described in **PART – II** of the **THIRD SCHEDULE** hereunder written.

1A.15 **FORCE MAJEURE** shall mean and include the circumstances beyond the control of the Developer such as fire, explosion, earthquake, lightning, epidemic, 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 or any act of negligence and/or omissions and/or commissions and/or misrepresentation by the Owner.


1A.16 **NOTICE** shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties hereto.

1A.17 **TRANSFER** with its grammatcal variations shall include transfer by possession and by any other means adopted for effecting what is understood



as a transfer of space in multistoried buildings to purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act 1961 and the Transfer of Property Act.

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

- 1B.1 A reference to a statutory provision includes a reference to any modification consolidation or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- 1B.2 Words denoting one gender include all other genders.
- 1B.3 Words denoting singular include the plural and vice versa.
- 1B.4 Words denoting persons include firms and corporations and vice versa and also include their respective heirs, representatives, successors in title or permitted assigns as the case may be.
- 1B.5 Where a word or phrase is defined, other parts of speech and grammatical form of that word or phrase shall have the corresponding meanings.
- 1B.6 Any reference to an Article, Appendix, Clause, Sub-Clause, paragraph, sub-paragraph, Schedule or Recital is a reference to an article, appendix, clause, sub-clause, paragraph, sub- paragraph, schedule or recital of this Agreement.
- 1B.7 Any reference to this Agreement or any of the provisions thereof includes all amendments and modifications made to this Agreement from time to time in force.
- 1B.8 Any reference to any agreement, instrument or other document (a) shall include all appendices, exhibits and schedules thereto and (b) shall be a reference to such Agreement, instrument or other document as amended, supplemented, modified, suspended, restated or novated from time to time
- 1B.9 If any period is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day.
- 

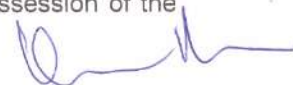
- 1B.10 If any time limit pursuant to the provisions of this Agreement falls on a day that is not a business day (i.e. A day on which licensed banks are not open for business) then that time limit is deemed to only expire on the next business day.
- 1B.11 The schedules shall have effect and be construed as an integral part of this Agreement.
- 1B.12 The headings in this Agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this Agreement.
- 1B.13 Any reference to writing shall include printing, typing, lithography and other means of reproducing words in visible form.
- 1B.14 The terms "hereof", "hereby", "hereto", "hereunder" and similar terms shall refer to this Agreement as a whole, and

ARTICLE –II- REPRESENTATIONS & WARRANTIES

2. At or before the execution of this Agreement the Owner has assured and represented to the Developer as follows which has been relied upon fully by the Developer and the Developer has entered into this Agreement completely based upon the representations made by the Owner:
- a) The Owner is seized and possessed of or otherwise well and sufficiently entitled to the said Premises as the absolute owner thereof with a marketable title in respect thereof;
 - b) The said Premises is free of all encumbrances, charges, liens, lispendens, attachments, trusts, mortgages, suits, cases, trespass, occupiers, claims, pledge, third party agreement/advance 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 Owner 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) Save and except the said Tenant as mentioned herein, there is no other occupier/ trespasser and/or tenant at the said Premises and the entire ground floor and the second floor is in vacant peaceful and khas possession of the Owner herself exclusively.
- h) The freehold interest and/or ownership interest of the Owner into or upon the said Premises as on date does not stand mortgaged or encumbered or agreed to be mortgaged by the Owner by way of security or additional security and/or otherwise in favour of any Bank, Financial Institution or any person, firm, company or government undertaking or anybody else whomsoever to secure repayment of any loan taken or to be taken by the Owner for any purpose whatsoever or howsoever and the original title deed in respect of the said Premises is in the custody of the Owner herself;
- i) The Owner has not entered into any agreement for sale and/or transfer in respect of the said Premises nor have any valid and/or subsisting agreement for development in respect of the said Premises or any part thereof;
- j) All municipal rates taxes and outgoing payable in respect of the said Premises upto the date of execution of these presents have been duly paid and discharged by the Owner and in respect of any outstanding rates taxes and outgoing the Owner shall keep the Developer indemnified against all actions suits proceedings and costs charges and expenses upto the date of delivery of possession of the said Premises;



- k) The Owner does not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976;
- l) The Owner is competent to enter into this Agreement and to carry out her obligations, as mentioned herein;
- m) The Owner is resident Indian national and has ordinarily resided in India for more than 182 days in the previous financial year as per the Income Tax Act;
- n) The recitals to the title and other facts relating to and in respect of the said Premises herein mentioned are true and factual and the Owner has not suppressed and/or obscured anything relating to and in respect of the said Premises to the Developer and as mentioned herein.

ARTICLE-III-PERMISSION TO CONSTRUCT

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

ARTICLE-IV-PLANS & OTHERS

- 4.1 The Developer shall cause to have the said Property having two separate municipal holding Nos. to be amalgamated as one single municipal holding No. in the records of the Kolkata Municipal Corporation and for that the Owner shall 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 be entitled to modify, change and/or alter the same and/or cause the same



to be modified or altered at its own costs if so desired by the Kolkata Municipal Corporation or any other statutory body in the interest of the project.

4.3 The Owner shall sign all maps and/or plans and/or specifications and other declarations and applications as may be necessary for sanction of the plan by the Kolkata Municipal Corporation and the said plan shall also include amendment or alteration or modification which may be made therein from time to time.

4.4 The Developer acting on behalf of and as the Attorney of the Owner shall from time to time submit all further plans and/or applications and other documents and papers on the advise of the Architect and do all further acts, deeds, things as may be required or otherwise relevant for the purpose, and/or otherwise to obtain all such clearance, sanctions, permissions and/or authorities as shall be necessary for the construction of the said New Building on the said Property.

4.5 The Developer shall submit in the name of the Owner all applications, plans and other papers and documents for the purposes as mentioned herein. All fees and other expenses incurred and/or to be incurred relating to preparation of the plans by the Architect, sanction fee to be charged by the Kolkata Municipal Corporation and supervision fees in the course of construction of the building by the Architect shall be borne and paid by the Developer. All other costs and charges and expenses related to construction of the said New Building shall also be borne and paid by the Developer exclusively and the Owner shall not be required to contribute any amount in this regard.

4.6 The said New Building will be constructed erected and completed in accordance with the specification detailed out in the **FOURTH SCHEDULE** hereunder written HOWEVER in the event the Developer deciding to change the specifications the Developer shall be entitled to do so but in the event of such change, the value of such replacement or substitution will not be of lesser value as what have been detailed out hereunder.



4.7 The Owner shall be liable to and agree to pay all charges for providing any additional work in or relating to the Owner's Allocation at the request of the Owner and for providing any additional facility or utility for the Owner's Allocation or any part thereof.

ARTICLE-V-COST OF CONSTRUCTION/COMPLETION

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

ARTICLE – VI – TENANT

6.1 The said Tenant as mentioned in the **SECOND SCHEDULE** hereunder written shall be settled and got vacated by the Developer at its own costs and account.

6.2 In the event of any amount is required to be paid and/or borne for vacating any or all of the said Tenants the same shall be to the account of the Developer exclusively and should any area be required to be provided the same shall be provided out of the Developer's Allocation exclusively.

6.3 As and when any of the said Tenant vacates the said Premises, the possession of those portions that were under the occupation of the said Tenants shall be delivered to the Developer who shall hold and possess the same until demolition of the existing building at the said Premises in terms hereof.

ARTICLE- VII-SPACE ALLOCATION & PAYMENT

7.1 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.

7.2 Both the Owner and the Developer shall be entitled to deal with, sell, transfer, grant leases and/or in any way dispose of their respective allocations and to



receive realise and collect all sale proceeds, rents, issues and profits arising therefrom and for which no further consent of the other party shall be required.

7.3 The Developer shall be entitled to have the first floor of the said New Building to be sanctioned for any commercial usage and the Owner has got no objection to the same and hereby accord their consent and concurrence towards the same.

7.4 The Developer has agreed to make payment of an amount of Rs.60,00,000/= (Rupees Sixty Lakhs) only to the Owner as and by way of non – refundable premium amount and the same shall be paid after sanction of plan upon receipt of vacant possession of the entirety of the said Premises by the Developer for development in terms hereof.

7.5 In the event of the Kolkata Municipal Corporation granting sanction of any additional floor over the above the initial proposal on any ground whatsoever the same shall belong exclusively to the Developer and the Owner shall have no right and/or claim thereupon. The Developer shall be entitled to connect such additional floor/s with lift, water, electrical, sanitary, sewerage and other connection and installations of the said New Building. And it is also hereby agreed by and between the parties hereto that in the event of the additional floor being sanctioned then in that event the corresponding time period for construction and completion in terms hereof shall stand extended by 06 (six) months over and above the time period as mentioned hereinafter.

ARTICLE-VIII- DELIVERY OF POSSESSION

8.1 The Developer shall after sanction of the plan by the Kolkata Municipal Corporation arrange for two Nos. flats within a composite total rental budget of Rs.60,000/= per month for the transit accommodation of the Owner, such rent to the extent of Rs.60,000/= per month shall be borne by the Developer till expiry of 15 days from the date of issue of notice to take possession is delivered to the Owner by the Developer after completion of the Owner's Allocation.



- 8.2 The Owner shall upon the Developer providing the transit accommodation as hereinbefore mentioned vacate the said Premises and deliver the vacant peaceful and khas possession of the said Premises to the Developer within 15 days from the date of receipt of such transit accommodation.
- 8.3 Upon receipt of the possession of the entirety of the said Premises the Developer shall be entitled to demolish the existing building and structures standing thereon and all proceeds thereof shall belong exclusively to the Developer and the Owner shall have no claim and/or right thereupon.
- 8.4 The Owner's Allocation will not be considered complete unless the Developer has given notice to this effect to the Kolkata Municipal Corporation that the building is complete (hereinafter referred to as the **COMPLETION DATE**) and then the said New Building shall be deemed to be complete in all regards and it would also be obligatory on the part of the Developer to obtain the completion certificate from the Kolkata Municipal Corporation prior to delivery of the Owner's Allocation.
- 8.5 The Developer hereby agrees to complete the construction of the building within 36 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 Owner's Allocation.
- 8.6 The Developer agrees not to deliver or permit to be delivered the Developer's Allocation until such time the notice in writing to take the possession of the Owner's Allocation is delivered and/or caused to be delivered upon completion of the same as aforesaid. However, it shall not deter the Developer from making delivery of possession of the Developer's Allocation to its prospective buyers if



the Owner fail and/or neglect to take possession of the Owner's Allocation within 15 days from the date of issue of notice (hereinafter referred to as the said **DATE OF POSSESSION**).

8.7 Immediately after the completion of the said New Building and issue of notice to take possession of the Owner's Allocation the Owner shall execute and/or cause to execute the deeds of Conveyance or deeds of Conveyances in respect of the undivided share or interest in the land in such part or parts as shall be required by the Developer in favour of the Developer or its prospective buyers as nominated by the Developer in respect of the Developer's Allocation at the cost of the Developer or its nominee/s.

8.8 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.

ARTICLE -IX- ARCHITECTS, ENGINEERS, ETC.

9.1 For the purpose of development of the said Premises the Developer alone shall be responsible to appoint the Architect for the said building and the certificate given by the Architect regarding the materials used for the purpose of construction erection and completion of the new building and also specification for the purpose of construction and/or workmanship and completion of the building shall be final conclusive and binding on the parties.

9.2 The decision of the Architect regarding the measurements, quality of the materials and also the specification for the purpose of construction will be final conclusive and binding on the parties.

ARTICLE-X-INDEMNITY

10.1 The Owner shall solely be responsible for due discharge of any liability occurring due to any act of omission and/or commission on the part of the Owner and shall always keep the Developer indemnified against all actions suits



proceedings damages losses which may occur or take place because of any act deed matter or thing concerning the title of the said Premises.

10.2 The Developer shall be fully responsible for any deviation or un-authorized construction or accident or mishap while making any construction and in no event the Owner shall incur any liability in respect thereof. The Developer shall indemnify and keep indemnified the Owner against all losses liabilities costs or third-party claims actions or proceedings thus arising.

10.3 The Owner doth hereby as and by way of negative covenants undertake to the Developer:

- a. Not to enter into any agreement for sale, lease, development or otherwise create any third-party interest in the said Premises, or any part thereof without the consent in writing of the Developer, save and except the Owner's Allocation in the said New building as herein mentioned.
- b. Not to induct any person as a tenant or otherwise into or upon the said Premises save and except the Owner's Allocation in the said New building as herein mentioned.

ARTICLE-XI-TAXES MAINTENANCE ETC

11.1 The Developer shall pay all rates & taxes on and from the date of commencement of the construction of the said New Building and prior to that the Owner shall be responsible for due discharge of all rates, taxes and outgoing in respect of the said Premises or 33% of the taxes in respect of the said Property.

11.2 The respective parties shall be liable to pay and bear all taxes rates and other services and other outgoing payable in respect of their respective Allocations from the said Date of Possession the Owner shall be deemed to have taken possession of the Owner's Allocation for the purpose of making payment of the rates and taxes and common expenses and maintenance charges whether



actual physical possession of the Owner's Allocation is taken or not by the Owner.

11.3 The Owner and the Developer shall from the Date of Possession of the Owner's Allocation maintain their respective portions at their own costs in a good and tenantable repair and shall not do or suffer to be done anything in or to the said Premises and/or common areas and passages of the said New Building which may be against law or which will cause obstruction or interference to the user of such common area.

11.4 After the said New Building is completed and the Owner's Allocation is delivered the Developer and the Owner shall form an association of the Owner/ occupants of the various flats in the said New Building with such rules and regulations as the Developer shall think fit and proper and the Owner and the Developer or its nominee/s shall be liable and agrees to make payment of the proportionate share of the maintenance charges payable in respect thereof of their respective areas.

11.5 Until such time Association is formed the Developer shall continue to remain responsible for the maintenance and rendition of the common services subject however to the Owner making payment of the proportionate share of the maintenance charges and all other outgoing payable in respect thereof and unless the said maintenance charges are paid by the Owner the Owner shall not be entitled and hereby agrees not to avail of any of the services.

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

ARTICLE-XII-OBLIGATION OF THE OWNER

12.1 The Owner shall be liable for payment of all amounts towards GST, and/or any other taxes, levies, outgoing whatsoever that may be imposed by any authority



and/or government, Central, State, Local in respect of the Owner's Allocation only.

12.2 The Owner shall grant a Power of Attorney in favour of the Developer or its nominee to enable to proceed with the obtaining of license and sanction of plans sanctions in respect of the building to be constructed on the said Premises and authorising the Developer to represent the Owner before the Kolkata Municipal Corporation, CMDA, CESC Ltd. and other statutory authorities. The said Power of Attorney shall continue to be in force so long as this Agreement subsists and till the completion of the project.

12.3 The Owner shall sign and execute necessary application papers documents and do all acts deeds and things as may be required in order to legally and effectively vest in the Developer or its nominee title to the Developer's Allocation in the said Premises and for completing the construction of the building.

12.4 The Owner shall grant a registered power of attorney in favour of the Developer so as to enable its authorized signatories to sign execute and register all deeds of conveyances in respect of the Developer's Allocation only, in favour of the Developer or its nominee/s in such part or parts as the Developer may at its absolute discretion think fit and proper.

ARTICLE-XIII- MUTUAL OBLIGATION

13.1 The 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.

13.2 The Owner and the Developer hereby agrees and covenants with each other not to do any act deed or thing whereby both of them are prevented from enjoying, selling, assigning and/or disposing of any of their respective allocation in the said New Building at the said Premises.



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

13.4 Notwithstanding anything contained herein nothing shall be construed as a demise or assignment in law and by virtue of this Agreement the Owner has granted the exclusive right of development of the said Premises unto and in favour of the Developer.

13.5 The name of the said New Building shall remain to be such as shall be decided by the Developer and neither the Owner nor the Developer shall be entitled to change and/or alter the same.

ARTICLE-XIV-BREACH AND CONSEQUENCES

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

ARTICLE - XV – JURISDICTION

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

THE FIRST SCHEDULE ABOVE REFERRED TO (PREMISES)

ALL THAT the piece or parcel of land containing by ad-measurement an area of about 03 (three) cottahs 9 (Nine) chittacks and 41 (forty one) sq. ft. be the same a little more together with the three storied old dilapidated unsafe building and other structures standing thereon lying situate at and/or being municipal premises No. 6A, Kabir Road, Kolkata 700 026 PS Tollygunge in ward No. 87 of the Kolkata Municipal Corporation, Sub Registry Office Alipore and is butted and bounded in the manner as follows: -



ON THE NORTH: By Kabir Road;

ON THE EAST: By municipal premises No. 6B, Kabir Road;

ON THE WEST: By municipal premises No. 2A, Kabir Road;

ON THE SOUTH: By municipal premises No. 6A, S. R. Das Road;

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

THE SECOND SCHEDULE ABOVE REFERRED TO

(TENANT)

Prasun Kumar Deb in occupation of first floor at the monthly rent of Rs.3,000/=

THE THIRD SCHEDULE ABOVE REFERRED TO

(ALLOCATIONS)

PART – I OWNERS' ALLOCATION

1. The one flat containing by – admeasurement an area of about 1800 sq. ft. built up area on the eastern side of the second floor of the said New Building;
2. The Space for parking one medium sized motorcar in the covered area of the said New Building
3. Undivided proportionate share in the land comprised in the said Premises;
4. Undivided Proportionate share in the common parts and facilities to comprise in the said New Building and Premises;

PART – II DEVELOPER'S ALLOCATION (including Co – Owners' Allocation)

1. The all-remaining flats/units/spaces/ shops/offices on all floors of the said New Building;
2. All remaining car parking spaces and areas including commercial areas of the ground floor of the said New Building after providing for the car parking for the Owner as hereinbefore stated;

3. Undivided proportionate share in the land comprised in the said Premises;
4. Undivided Proportionate share in the common parts and facilities to comprise in the said New Building and Premises;

THE FOURTH SCHEDULE ABOVE REFERRED TO

(SPECIFICATIONS)

Structure	:	Building designed on RCC frame & foundation conforming to Indian Standards & National Building Code and AAC or traditional bricks;
Internal Walls	:	White cement punning over cement plastering;
Doors locks;	:	Wooden frame with pre-laminated flush doors with cylindrical locks;
Windows	:	Powder Coated Aluminum frame & sliding with glassed panel;
Flooring	:	Indian Marble/Vitrified tiles flooring in the rooms upto Rs.65/- per sq. ft., anti-skid tile flooring in Kitchen, Toilet & Balcony, Black stone flooring in Stairs & Common areas;
Kitchen	:	Work top in Granite and regular colour ceramic tiles above counter with Stainless Steel sink;
Bathroom	:	Wall dados with regular colour ceramic tiles upto door height concealed hot & cold-water pipeline, CP & Sanitary ware of Hindware;
Electrical	:	Concealed Copper wiring of Havells make provided from ground floor upto each unit with adequate electrical points with modular switches of Havells make;
Water	:	Round the clock water supply through KMC;
Lift	:	Adequate capacity of repute make;
Power Back Up	:	Soundless genset system in fully acoustic enclosure with automatic switchover for all common facilities including lift;
Security	:	Electronic PBX connection to each unit, & CCTV for round the clock surveillance;
Exterior	:	Aesthetically designed front façade;
Ground floor lobby:	:	Decorated facade of Lift & lobby;
Others	:	Common toilet for servants; Personalised Mail Box;



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

SIGNED SEALED AND DELIVERED

by the **OWNER** at Kolkata

in the presence of:

Sucharita Basu.

*Santanu Basu.
2, JESSORE Rd.
KOL-28.*

*27 Disha Mondal
Petua Mondalpara 0
Kuidespara
Mallickpur
Bansipur
Kolkata-147.*

Sucharita Basu

Left

Right



SIGNED SEALED AND DELIVERED

by the **DEVELOPER** at Kolkata

in the presence of:

For Swastic Vidrik Realty Pvt. Ltd.



[Signature]

Director

*Santanu Basu.
Disha Mondal.*

[Signature]

Left

Right



*Drafted by me
Dilip Kumar Goel
Advocate
Alipore Court
873/798/99*



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

GRN Details

GRN: 192021220165088908 Payment Mode: Online Payment (SBI Epay)
GRN Date: 18/01/2022 19:14:10 Bank/Gateway: SBIEpay Payment Gateway
BRN : 0138644699936 BRN Date: 18/01/2022 19:01:14
Gateway Ref ID: 202201893215275 Method: State Bank of India New PG
CC
Payment Status: Successful Payment Ref. No: 2000159586/4/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: VIVEK RUIA
Address: 21/2 Ballygunge Place , Boroug
Mobile: 9831312333
Depositor Status: Others
Query No: 2000159586
Applicant's Name: Mr Sisir Mondal
Identification No: 2000159586/4/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000159586/4/2022	Property Registration- Stamp duty	0030-02-103-003-02	40010
2	2000159586/4/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	40031

IN WORDS: FORTY THOUSAND THIRTY ONE ONLY.

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AALCS0043B



SWASTIC VIDRIK REALTY PRIVATE
LIMITED

26102020

10/07/2007

THIS XEROX IS ATTACHED AND
GIVE ONLY FOR PURPOSE OF
YC OF Registration of Development
Agreement of GA, Kalir Road

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटायें:

आयकर पैन सेवा इकाई, एन एस डी एल
चौथी मंजिल, मंत्री स्टर्लिंग,
प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कॉलोनी, दीप बंगला चौक के पास,
पुणे - 411 016.



If this card is lost / someone's lost card is found,
please inform / return to :

Income Tax PAN Services Unit, NSDL
4th Floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.

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

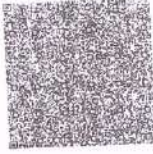
आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
ACPPR8539Q



नाम / Name
VIVEK RUIA

पिता का नाम / Father's Name
SHEO KUMAR RUIA

17062020

जन्म की तारीख /
Date of Birth
21/05/1965

हस्ताक्षर / Signature

THIS XEROX IS ATTACHED AND
GIVE ONLY FOR PURPOSE OF
KYC OF Registration of Development
Agreement of GA, Kabir Road



ভারত সরকার

Unique Identification Authority of India
Government of India

তালিকাভুক্তির আই ডি / Enrollment No. : 1040/21037/01363

To
Vivek Ruia
বিসেক রুইয়া
21/2
BALLYGUNGE PLACE
Ballygunge
Ballygunge, Kolkata
West Bengal - 700019

31/10/2013

THIS XEROX IS ATTACHED AND
GIVE ONLY FOR PURPOSE OF

KYC OF *Registration of Development
Agreement by GA, Rabir Road*



KL889750115FT

88975011



আপনার আধার সংখ্যা / Your Aadhaar No. :

8909 9470 4246

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India



বিসেক রুইয়া
Vivek Ruia
পিতা : শেও কুমার রুইয়া
Father : Sheo Kumar Ruia

জন্মতারিখ / DOB: 21/05/1965
পুংস্ব / Male

8909 9470 4246



আধার - সাধারণ মানুষের অধিকার

[Handwritten signature]

आयकर विभाग
INCOME TAX DEPARTMENT

SUCHARITA BOSE

BISHNU GHOSH

03/09/1968

(Date of Birth)

BTZPB8460Q

Sucharita Bose
(Signature)

भारत सरकार
GOVT. OF INDIA



21082013

Sucharita Basu



भारत सरकार
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

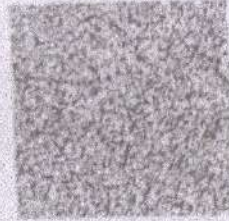
Enrollment No.: 0635/10382/90298

To
SUCCHARITA BASU
A - 1, 804, 8th Floor, 2 Jessore Road,
Opp - Mrinalini, Emami City,
VTC, Dum Dumim,
PO: Dum Dum,
Sub District: North 24 Parganas, District: North 24
Parganas,
State: West Bengal,
PIN Code: 700028,
Mobile: 9674530822

06/08/2016
18665362



MF186653631FI



आपका आधार क्रमांक / Your Aadhaar No. :

7301 8824 2003

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



SUCCHARITA BASU
DOB: 03/09/1968
Female

Sucharita Basu

7301 8824 2003







मेरा आधार, मेरी पहचान



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 16302000159586/2022

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 Sucharita Bose 2 Jessore Road, City:- Dum Dum, P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028	Land Lord			<i>Sucharita Bose</i> 24.1.2022.
2	Mr Vivek Ruia 21/2 Ballygunge Place, City:-, P.O:- Ballygunge, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019	Representative of Developer [Swastic Vidrik Realty Private Limited]			<i>[Signature]</i> 24.01.2022
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Sisir Mondal Son of Mr Jadav Mondal Petua Mondal Para O Ruidaspara Mallikpur Baruipur, City:- Baruipur, P.O:- Baruipur, P.S:- Baruipur, District:- South 24-Parganas, West Bengal, India, PIN:- 700147	Mrs Sucharita Bose,			<i>Sisir Mondal</i> 24.01.2022

[Handwritten Signature]

(Rita Lepcha)
DISTRICT SUB-
REGISTRAR
OFFICE OF THE D.S.R. -
V SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal

Major Information of the Deed

Deed No :	I-1630-00649/2022	Date of Registration	27/01/2022
Query No / Year	1630-2000159586/2022	Office where deed is registered	
Query Date	17/01/2022 3:46:00 PM	1630-2000159586/2022	
Applicant Name, Address & Other Details	Sisir Mondal Petua Mondal Para O Ruidaspara Mallikpur Barui Pur South 24 Parganas, Thana : Baruipur, District : South 24-Parganas, WEST BENGAL, PIN - 700147, Mobile No. : 9748949141, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,92,83,124/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,060/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Tollygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kabir Road, , Premises No: 6A, , Ward No: 087 Pin Code : 700026

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 9 Chatak 41 Sq Ft	1/-	1,79,16,249/-	Property is on Road
Grand Total :				5.9721Dec	1 /-	179,16,249 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3000 Sq Ft.	1/-	13,66,875/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 2, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		3000 sq ft	1 /-	13,66,875 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mrs Sucharita Bose Wife of Mr Santanu Basu 2 Jessore Road, City:- Dum Dum, P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BTxxxxxx0Q, Aadhaar No: 73xxxxxxx2003, Status :Individual, Executed by: Self, Date of Execution: 24/01/2022 , Admitted by: Self, Date of Admission: 24/01/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 24/01/2022 , Admitted by: Self, Date of Admission: 24/01/2022 ,Place : Pvt. Residence

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Swastic Vidrik Realty Private Limited 21/2 Ballygunge Place, City:- , P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 , PAN No.:: AAxxxxxx3B,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 Mr Sheo Kumar Ruia 21/2 Ballygunge Place, 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: 89xxxxxxx4246 Status : Representative, Representative of : Swastic Vidrik Realty Private Limited (as director)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Sisir Mondal Son of Mr Jadav Mondal Petua Mondal Para O Ruidaspara Mallikpur Baruipur, City:- Baruipur, P.O:- Baruipur, P.S:-Baruipur, District:-South 24 -Parganas, West Bengal, India, PIN:- 700147			
Identifier Of Mrs Sucharita Bose, Mr Vivek Ruia			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mrs Sucharita Bose	Swastic Vidrik Realty Private Limited-5.97208 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Mrs Sucharita Bose	Swastic Vidrik Realty Private Limited-3000.00000000 Sq Ft



On 24-01-2022

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

Presented for registration at 17:35 hrs on 24-01-2022, at the Private residence by Mr 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 1,92,83,124/-

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

Execution is admitted on 24/01/2022 by Mrs Sucharita Bose, Wife of Mr Santanu Basu, 2 Jessore Road, P.O: Dum Dum, Thana: Dum Dum, , City/Town: DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by Profession House wife

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

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

Execution is admitted on 24-01-2022 by Mr Vivek Ruia, director, Swastic Vidrik Realty Private Limited (Private Limited Company), 21/2 Ballygunge Place, 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, Petua Mondal Para O Ruidaspara Mallikpur Baruipur, P.O: Baruipur, Thana: Baruipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 700147, by caste Hindu, by profession Service



Rita Lepcha

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

On 27-01-2022

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 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 32/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/01/2022 7:16PM with Govt. Ref. No: 192021220165088908 on 18-01-2022, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 0138644699936 on 18-01-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 50/-, by Online = Rs 40,010/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 44819, Amount: Rs.50/-, Date of Purchase: 06/07/2018, Vendor name: Suranjan Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/01/2022 7:16PM with Govt. Ref. No: 192021220165088908 on 18-01-2022, Amount Rs: 40,010/-, Bank: SBI EPay (SBlePay), Ref. No. 0138644699936 on 18-01-2022, Head of Account 0030-02-103-003-02



Rita Lepcha

DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2022, Page from 50318 to 50355

being No 163000649 for the year 2022.



Bdasgupta

Digitally signed by BAISHALI
DASGUPTA
Date: 2022.02.24 17:14:17 -08:00
Reason: Digital Signing of Deed.

(Baishali Dasgupta) 2022/02/24 05:14:17 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)
