

5809/18

I-4943/18



1605-1000212061/18

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 534592



*[Faded purple text, likely a stamp or official notice]*

*[Handwritten signature]*

*[Handwritten notes]*  
 6.10  
 25-2-18

27 JUL 2018

THIS AGREEMENT is made on this 27<sup>th</sup> day of July Two Thousand and Eighteen  
 BETWEEN SUBHENDRA BHATTACHERYA (Income Tax PAN AGFPB9596H) son of Late  
 Hemendra Nath Bhattacharya by faith Hindu, by occupation Service, presently residing at

*[Handwritten mark]*

-16310

WY 838

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

Rs. \_\_\_\_\_  
= 6 JUL 2018  
**SURANJAN MUKHERJEE**  
Licensed Stamp Vendor  
C. C. Court  
26 J. A. S. Road, Kolkata

- 6 JUL 2018  
- 6 JUL 2018

1.00 x 2 = 200/-  
50/-  
10/-  

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260/-

Ushar Das



vic.D2  
4505

PSI Swastic Projects Pvt. Ltd.

Director



vic.D2  
4510

Bhattacharya  
(SUBHENDRA BHATTACHARYA)



Adtl. Dist. Sub-Registrar  
Alipore  
25 JUL 2018  
South 24 Parganas  
Kolkata-700027

**Trilok Chand Naita**  
S/o Late Mahabir Prasad Naita  
46, Sreedhar Roy Road  
Kolkata - 700 039

ATMAR BAID  
Advocate  
Street Street  
99 001



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 5345

No. 2B, Panditya Road, PO Sarat Bose Road, Kolkata 700 029 PS Gariahat hereinafter referred to as the OWNER of the ONE PART AND SWASTIC PROJECTS PRIVATE LIMITED (Income Tax PAN AADCS6305E) a company within the meaning of the Companies Act, 1956 presently having its registered office situate at No. 21/2, Ballygunge Place, Kolkata 700 019 PS Gariahat PO Ballygunge and is herein represented by one of its director Mr. Vivek Ruia (Income Tax PAN ACPPR8539Q) son of Mr. Sheo Kumar Ruia by faith Hindu and by occupation Business of No. 21/2, Ballygunge Place, Kolkata 700 019, PS Gariahat PO Ballygunge, hereinafter called the DEVELOPER of the OTHER PART.

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

NAME.....  
ADD.....  
6 JUL 2018  
SURYANJAN MUKHERJEE  
Licensed Stamp Vendor  
C. C. Circle  
28/3/18, New Road, K. C. P.

150 x 2 = 280/-  
50/-  
10/-  
-----  
260/-

- 6 JUL 2018  
- 6 JUL 2018



Kolkata Dist. Sub-Registrar  
Kolkata  
25 JUL 2018  
South 24 Parganas  
Kolkata-700027



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

X 213001

WHEREAS

- A. By a Bengali Kobala dated 09<sup>th</sup> June 1956 registered with the Sub Registrar, Alipore in Book No. I, volume No. 62 in pages 233 to 241 being No. 4619 of 1956 Panna Lal Ghosh sold transferred and conveyed unto and in favour of Saumendra Nath Bhattacharya and Subhendra Nath Bhattacharya **ALL THAT** the piece or parcel of land containing by ad-measurement an area of about 01 cottahs 01 chittacks and 03 sq. ft. be the same a little more or less lying situate at and/or being municipal premises No. 2B, Panditia Road, Kolkata 700 029. PS Gariahat in ward No. 85 of the Kolkata Municipal Corporation together with right to use the 4 feet wide passage on the south side thereof (hereinafter referred to as the said **2B, PANDITIYA**) for the consideration and in the manner as contained and recorded therein.

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SANJAY KUMAR BAID  
Advocate

NAME.....  
ADDRESS.....  
8, Old Post Office Street  
Kolkata-700 001  
6 JUL 2018  
SURANJAN MUKHERJEE  
Licensed Stamp Vendor  
C. C. Centre  
283, A. S. Roy Road, K-1

Cost x 2 = 250/-  
50/-  
10/-  
-----  
260/-

6 JUL 2018  
6 JUL 2018



Advt. Dist. Sub-Registrar  
Kolkata  
25 JUL 2018  
South 24 Parganas  
Kolkata-700027

AD BAID  
Advocate  
Bareilly



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

23AB 569951

B. By a Bengali Kobaia dated 13<sup>th</sup> May 1988 registered with the ADSR Alipore in Book No. I, volume No. 26 in pages 415 to 416 being No. 1259 of 1988 Anil Baran Ghosh and Shyamali Dey Chowdhury sold transferred and conveyed unto and in favour of Aparajita Dey and Abhindra Day **ALL THAT** the piece or parcel of land containing by ad-measurement an area of about 02 cottahs and 08 chittacks be the same a little more or less lying situate at and/or being municipal premises No. 2/3B, Panditia Road, Kolkata 700 029, PS Gariahat in ward No. 85 of the Kolkata Municipal Corporation (hereinafter referred to as the said 2/3B, PANDITIYA) for the consideration and in the manner as contained and recorded therein.

Sanjay Kumar Baid

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

NAME.....  
ADD.....  
RS.....  
• 6 JUL 2018  
**SURANJAN MUKHERJEE**  
Licensed Staff Notary  
Kolkata-700 001

৳ ২০০/-  
৳ ৫০/-  
৳ ১০/-  
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৳ ২৬০/-

- 6 JUL 2018  
- 6 JUL 2018



Add. Dist. Sub-Registrar  
Alipore  
25 JUL 2018  
South 24 Parganas  
Kolkata-700027



- C. The said Aparajita Dey was during her lifetime governed by the Dayabhaga School of Hindu Law died intestate on 02<sup>nd</sup> February 1994 leaving behind her surviving her only son the said Abhindra Day as her only legal heir and/or representative since her husband namely Dharendra Chandra Day predeceased her on 11<sup>th</sup> July 1987.
- D. By a Bengali Kibala dated 24<sup>th</sup> November 1944 registered with the District Sub Registrar, Alipore in Book No. 1, volume No. 95 in pages 50 to 56 being No. 3943 of 1944 Panna Lal Ghosh sold transferred and conveyed unto and in favour of Anil Kumar Chatterjee **ALL THAT** the piece or parcel of land containing by ad-measurement an area of about 01 cottahs 10 chittacks and 03 sq. ft. be the same a little more or less lying situate at and/or being municipal premises No. 2/F, Panditia Road, Kolkata 700 029, PS Gariahat in ward No. 85 of the Kolkata Municipal Corporation subject to right of use of the 04 feet passage on the south side thereof by the said 2B, Panditiya Road (hereinafter referred to as the said **2F, PANDITIYA**) for the consideration and in the manner as contained and recorded therein.
- E. The said Anil Kumar Chatterjee was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate on 25<sup>th</sup> March 1996 leaving behind him surviving his widow namely Jyoti Devi Chatterjee one son namely the said Suniti Kumar Chatterjee and one daughter namely Sarama Chatterjee as her only legal heirs and/or representatives.
- F. The said Jyoti Devi Chatterjee was during her lifetime governed by the Dayabhaga School of Hindu Law died intestate on 19<sup>th</sup> June 2002 leaving behind her surviving her one son namely the said Suniti Kumar Chatterjee and one daughter namely Sarama Chatterjee as her only legal heirs and/or representatives.



- G. By the Deed of Sale dated 12<sup>th</sup> August 1936 registered with the District Sub Registration office 24 Parganas Alipore in Book No. 1, Volume No. 64 being No. 3892 of 1936 Amiya Nihar Basu Raisahib sold transferred and conveyed unto and in favour of Triptimoyee Roychowdhury **ALL THAT** the piece or parcel of land containing by ad-measurement an area of about 02 (two) cottahs 08 (eight) chittacks and 06 (six) sq. ft. be the same a little more or less lying situate at and/or being part or portion of the premises No. 2/3A, Panditya Road, Calcutta together with right upon the 12 feet wide common passage on the northern side of the land and leading to Panditya Road (hereinafter referred to as the said **LAND**)
- H. By the Deed of Sale dated 19<sup>th</sup> July 1985 and registered with the District Registration Office at Alipore in Book No. 1, Volume No. 168 in pages 457 to 466 being No. 9984 of 1985 the said Triptimoyee Roychowdhury sold transferred and conveyed unto and in favour of Indra Mukhopadhyay **ALL THAT** the said Land with structures thereon for the consideration and in the manner as contained and recorded therein.
- I. The said Indra Mukhopadhyay caused to have her name mutated in the records of the Calcutta Municipal Corporation and the said Land with structures thereon was named and numbered as municipal premises No. 2/3D, Panditya Road, Kolkata 700 029 PS Gariahat (hereinafter referred to as the said **2/3D, PANDITIYA**).
- J. By the Indenture dated 06<sup>th</sup> May 1988 and registered with the ADSR, Alipore South 24 Parganas in Book No. 1, volume No. 29 in pages 189 to 205 being No. 1120 for the year 1988 the said Indra Mukhopadhyay sold transferred and conveyed unto and in favour of Shivadayal Sharma and Shashi Sharma **ALL THAT** the said 2/3D, Panditya for the consideration and in the manner as contained and recorded therein.

- K. By the Deed of Conveyance dated 03<sup>rd</sup> February 2017 and registered with the ADSR, Alipore in Book No. I, volume No. 1605- 2017, Page from 21315 to 21334 being No. 160500811 for the year 2017 the said Shivadaya! Sharma and Shashi Sharma sold transferred and conveyed unto and in favour of Swastic Promoters (P) Ltd. **ALL THAT** the said 2/3D, Panditiya for the consideration and in the manner as contained and recorded therein.
- L. By the Deed of Conveyance dated 05<sup>th</sup> April 2017 and registered with the ADSR, Alipore in Book No. I, volume No. 1605- 2017, Page from 53130 to 53149 being No. 160502058 for the year 2017 the said Abhindra Day sold transferred and conveyed unto and in favour of Saumendra Nath Bhattacharya, Subhendra Nath Bhattacharya, Suniti Kumar Chatterjee, Sarana Chatterjee and Swastic Promoters (P) Ltd. **ALL THAT** undemarcated and undivided 50 sq. ft. super built up area in the building at the said 2/3B, Panditiya for the consideration and in the manner as contained and recorded therein.
- M. By the Deed of Conveyance dated 05<sup>th</sup> April 2017 and registered with the ADSR, Alipore in Book No. I, volume No. 1605- 2017, Page from 53110 to 53129 being No. 160502057 for the year 2017 the said Swastic Promoters (P) Ltd. sold transferred and conveyed unto and in favour of Saumendra Nath Bhattacharya, Subhendra Nath Bhattacharya, Suniti Kumar Chatterjee, Sarana Chatterjee and Abhindra Day **ALL THAT** undemarcated and undivided 50 sq. ft. super built up area in the building at the said 2/3D, Panditiya for the consideration and in the manner as contained and recorded therein.
- N. By the Deed of Conveyance dated 05<sup>th</sup> April 2017 and registered with the ADzSR, Alipore in Book No. I, volume No. 1605- 2017, Page from 53090 to 53109 being No. 160502058 for the year 2017 the said Saumendra Nath Bhattacharya and Subhendra Nath Bhattacharya sold transferred and conveyed unto and in favour of Swastic Promoters (P) Ltd. Suniti Kumar Chatterjee, Sarana Chatterjee and Abhindra Day **ALL**

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**THAT** un-demarcated and undivided 50 sq. ft. super built up area in the building at the said 2B, Panditya for the consideration and in the manner as contained and recorded therein.

O. By the Deed of Conveyance dated 05<sup>th</sup> April 2017 and registered with the ADSR, Alipore in Book No. I, volume No. 1605- 2017. Page from 53070 to 53089 being No. 160502059 for the year 2017 the said Suniti Kumar Chatterjee and Sarama Chatterjee sold transferred and conveyed unto and in favour of Saumendra Nath Bhattacharya, Subhendra Nath Bhattacharya, Swastic Promoters (P) Ltd., and Abhindra Day **ALL THAT** un-demarcated and undivided 50 sq. ft. super built up area in the building at the said 2F, Panditya for the consideration and in the manner as contained and recorded therein.

P. The said municipal premises Nos. 2B, Panditya Road, 2/3B, Panditya Road, 2F, Panditya Road and 2/3D, Panditya Road was caused to be amalgamated as one single municipal premises No. in the records of the Kolkata Municipal Corporation and the same was collectively numbered as municipal premises No. 2B, Panditya Road (hereinafter referred to as the said **\*PREMISES\***) morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.

Q. The Owner herein along with Saumendra Nath Bhattacharya, Suniti Kumar Chatterjee, Sarama Chatterjee, Abhindra Day and Swastic Promoters Private Limited thus became absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Premises free of all encumbrances whatsoever and/or howsoever.

R. The Owner is desirous of causing the said Premises to be developed has agreed to appoint the Developer herein who is a reputed promoter and is registered under the West Bengal Building (Regulation of Promotion of Construction and Transfer by

Promoters) Act, 1993 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)

- 1A.1 **ARCHITECT** shall mean and include **MR. ANJAN UKIL** of No. P-523, Raja Basanta Roy Road, Kolkata 700 029 or such person or firm who may be appointed as architects of the building by the Developer.
- 1A.2 **NEW BUILDING** shall mean the proposed multi-storied building/s 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 **OWNER** shall mean and include the said **SUBHENDRA BHATTACHARYA** or his heirs, executors, administrators, legal representatives and assigns.
- 1A.4 **CO-OWNERS** shall mean and include the said **SWASTIC PROMOTERS PRIVATE LIMITED, SAUMENDRA NATH BHATTACHARYA, SUNITI KUMAR CHATTERJEE SARAMA CHATTERJEE** and **ABHINDRA DAY** and in case of the individuals their respective heirs, executors, administrators, legal representatives and assigns in case of the company its successor or successors – in – interest, nominee/s and assign/s
- 1A.5 **DEVELOPER** shall mean and include its successor or successors – in – interest, transferors, nominee/s and/or assigns.
- 1A.6 **COMMON FACILITIES/PORIONS** shall include paths, passages, stairways, roof, lift 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

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- 1A.7 **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.8 **PREMISES** shall mean and include **ALL THAT** the piece or parcel of land ad-measuring about 07 cottahs 11 chittacks and 12 sq. ft. be the same a little more or less lying situate at and/or being municipal premises No. 2B, Panditia Road, Kolkata 700 029, PS Gariahat in ward No. 85 of the Kolkata Municipal Corporation together with the building thereon 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 absolutely at its own cost.
- 1A.10 **OWNER'S ALLOCATION** shall mean and include an area of about 600 sq. ft. built up area in the flat that shall be located on the front side of the second floor of the said New Building together with right upon the space for parking one medium sized motorcar in the ground floor of the said Premises together with undivided proportionate share in the land together with undivided proportionate share in the common parts and facilities details of all are morefully and particularly mentioned and described in **PART - I** of the **SECOND SCHEDULE** hereunder written.
- 1A.11 **DEVELOPER'S ALLOCATION** shall mean and include all remaining area of the flat that shall be located on the front side of the second floor of the said New Building and also all remaining flats, units, saleable areas on upper floors of the said New Building together with the entire ground floor of the said New Building together with undivided proportionate share in the land together with undivided proportionate share




in the common parts and facilities the details of which are mentioned and described in **PART – II** of the **SECOND 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 4<sup>th</sup> 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 and the Transfer of Property Act.

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

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

2. At or before the execution of this agreement 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 Owner: -
- a) The Owner is along with the said Co - Owner 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.
  - c) 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.
  - d) The said Premises is not subject to any notice of attachment under the Income Tax Act or under Public Demands Recovery Act or under any other Act or Statute or Rules and Regulations.
  - e) No Notice of Acquisition and/or Requisition affects the said Premises nor is there any bar legal or otherwise to develop the said Premises.
  - f) There is no road alignment and/or acquisition and/or attachment proceedings pending in respect of the said Premises or any part thereof.
  - g) The freehold interest and/or ownership interest of the Owner 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 other 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 that all the original deeds are in the custody and possession of the Owner himself.

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- n) The Owner has not entered into any agreement for sale and/or transfer in respect of the said Premises or any part thereof nor has entered into any agreement for development thereof.
- i) All municipal rates taxes and outgoing payable in respect of the said Premises upto the date of execution of these presents have been duly paid and discharged by the Owner and the Co – 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.
- j) There is no tenant and/or occupant and/or trespasser in any part and/or portion of the said Premises and the Owner and the Co – Owner are in vacant peaceful and khas possession of the entirety of the said Premises and every part thereof.
- 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 enough to enter into this agreement and to carry out his obligations, as mentioned herein.
- m) The recitals to the title and other facts relating to and in respect of the said Premises herein mentioned are true and factual and the Owner has not suppressed and/or obscured anything relating to and in respect of the said Premises to the Developer and as mentioned herein.

**ARTICLE-III-PERMISSION TO CONSTRUCT**

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

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ARTICLE-IV-PLANS & OTHERS

4.1 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 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 flat belonging to any of the Owner then the same shall be got approved in writing from the Owner at its own cost.

4.2 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 at the Developer's cost.

4.3 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.

4.4 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. All other costs and charges and expenses related to construction of the building shall also be borne and paid by the Developer exclusively and the Owner shall not be required to contribute any amount in this regard.

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- 4.5 The said New Building will be constructed erected and completed in accordance with the specification detailed out in the **THIRD SCHEDULE** hereunder written HOWEVER in the event the Developer deciding to change the specifications the Developer shall be entitled to do so but in the event of such change, the value of such replacement or substitution will not be of lesser value as what have been detailed out hereunder.
- 4.6 The Owner shall be liable to and agrees to pay all charges for providing if 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.

#### 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 **SECOND SCHEDULE** hereunder written and the Developer's Allocation is detailed out in **PART - II** of the **SECOND SCHEDULE** hereunder written.
- 6.2 Both the Owner and the Developer shall be entitled to deal with, sell, transfer, grant leases and/or in any way dispose of their respective allocations and to receive realise and collect all sale proceeds, rents, issues and profits arising therefrom and for which no further consent of the other party shall be required.
- 6.3 Since the Owner shall be entitled to the flat measuring about 600 sq. ft. built up on the front side of the second floor, but the actual size of the flat thereat will be larger and as such all area over and above the 600 sq. ft. built up area within the flat on the front side of the second floor of the said New Building shall belong to the Developer and the entire

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flat on front side of the second floor of the said New Building shall be sold and transferred by the Owner and the Developer in consultation with each other and the proceeds shall be shared in proportion to the entitlement as herein mentioned.

6.4 In the event of any additional floor/s is/are sanctioned by the Kolkata Municipal Corporation the same shall be shared between the Owner and the Developer in the proportion of 50:50 based on the share of the Owner into or upon the said Premises and which being 06.92% share, therefore the Owner shall be entitled to 03.46% share in the additional/s.

#### ARTICLE-VII- DELIVERY OF POSSESSION

7.1 The Developer shall after sanction of the plan by the Kolkata Municipal Corporation at its own costs i.e. rent/license fee payable by the Developer, provide one flat of 02 rooms for the transit accommodation of the following Owner in the 1.50 km vicinity of the said Premises of the suitability of the Owner.

7.2 The Owner shall immediately within 07 days after the Developer having arranged the transit accommodation as hereinbefore mentioned vacate his part and/or portion of the said Premises and deliver the vacant peaceful and khas possession thereof to the Developer. The costs of moving to and fro shall also be paid and borne by 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 appropriate the net proceeds of the salvage to them and the Owner shall have no claim thereupon.

7.4 The Owner's Allocation will not be considered complete unless the Developer has given notice to this effect to the Kolkata Municipal Corporation that the building is complete (hereinafter referred to as the **COMPLETION DATE**) and then the said New Building shall be deemed to be complete in all regards and it would also be obligatory on the part of the Developer to obtain the completion certificate from the Kolkata Municipal Corporation prior to delivery of the Owner Allocation.

- 7.5 The Developer hereby agrees to complete the construction of the said New Building within 30 months from the date of the Owner having delivered to the Developer the vacant khas 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' Allocation.
- 7.6 The Developer agrees not to deliver or permit to be delivered the Developer's Allocation until such time the notice in writing to take the possession of the Owner's Allocation or any part thereof is delivered and/or caused to be delivered upon completion of the same as aforesaid. However it shall not deter the Developer from making delivery of possession of the Developer's Allocation to its prospective buyers if the Owner fail and/or neglect to take possession of the Owner's Allocation within 15 days from the date of issue of notice (hereinafter referred to as the said **DATE OF POSSESSION**)
- 7.7 Immediately after the completion of the New Building and 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.
- 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.

#### ARTICLE -VIII- ARCHITECTS ENGINEERS ETC

- 8.1 For the purpose of development of the said Premises or the said Entire 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 said New Building and also specification for

①

the purpose of construction and/or workmanship and completion of the said New Building shall be final conclusive and binding on the parties.

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

#### ARTICLE-IX-INDEMNITY

9.1 The 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 Entire Premises.

9.2 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, damages, liabilities, costs, charges, expenses that will be incurred or suffered by the Owner 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' Allocation and completion of the said New Building.

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' Allocation, or any part thereof without the consent in writing of the Developer.
- b. Not to induct any person as a tenant or otherwise into or upon the said Premises.

ARTICLE-X-TAXES MAINTENANCE ETC

- 10.1 The parties hereto shall in proportion to their respective allocations in the said New Building pay the rates & taxes on and from the date of receipt of vacant peaceful and khas possession of the said Premises by the Developer for construction upon demolition of the existing building and other structures at the said Premises 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 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 building which may be against law or which will cause obstruction or interference to the other/future user(s) of such common area.
- 10.4 After the said New Building is completed and the Owner's Allocation is delivered the Developer and the Owner shall form an association of the Owner/ occupants of the various flats in the said New Building with such rules and regulations as the 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 For a maximum period of three months from the date of completion of the said New Building the Developer shall continue to remain responsible for the maintenance and rendition of the common services subject however to the Owner making payment of the proportionate share of the maintenance charges and all other outgoing payable in



respect thereof and unless the said maintenance charges are paid by the Owner the Owner shall not be entitled and hereby agrees not to avail of any of the services.

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

#### ARTICLE-XI-OBLIGATION OF THE OWNER

11.1 The Owner shall grant Power of Attorney/s in favour of the Developer or its nominee to enable to proceed with the obtaining of license and sanction of plans sanctions in respect of the said New Building and authorising the Developer to represent the Owner before the Kolkata Municipal Corporation, CMDA, CESC Ltd. and other statutory authorities.

11.2 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.

11.3 The Owner shall grant registered power of attorney/s in favour of Mr. Vivek Ruia & Mr. Satwic Vivek Ruia so as to enable any of them to severally 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 and the Developer hereby agrees and covenants with each other to join and confirm all documents of transfer relating to sale of each others 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 or any portion thereof.

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 if applicable as per 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.

#### 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

(ENTIRE PREMISES)

*land side share*  
ALL THAT the piece or parcel of land containing by ad-measurement an area of about 07 cottahs 11 chittacks and 12 sq ft *and 3500 sqft Stanch* be the same a little more or less lying situate at and/or being municipal premises No. 2B, Panditia Road (including 2/3B, Panditya Road,

②

2/3D, Panditya Road and 2F, Panditya Road], Kolkata-700 029, PS Gariahat in ward No. 85 of the Kolkata Municipal Corporation, Sub-Registry Office Alipore and is butted and bounded in the manner as follows: -

ON THE NORTH: By partly by KMC Road and partly by municipal premises No. 2/2, Panditya Road;

ON THE EAST: By municipal premises No. 2/3C, Panditya Road.

ON THE WEST: By KMC Road named as Panditya Road and partly by municipal premises No. 2/2, Panditya Road.

ON THE SOUTH: By municipal premises No. 2/3H, Panditya 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

(ALLOCATIONS)

PART - I OWNER'S ALLOCATION

1. An area of about 600 sq. ft. built up area in the flat on the front side of the second floor of the said New Building;
2. Right upon the space for parking one - medium sized motorcar in the ground floor of the said Premises;
3. Undivided proportionate share in the land, attributable to the 06 flats as aforementioned.
4. Undivided Proportionate share in the common parts and facilities.

PART - II DEVELOPER'S ALLOCATION

1. All Remaining area of the flat on the front side of the second floor of the said New Building and also all flats/units on the upper floors after providing for the Owner's Allocation as hereinbefore mentioned.
2. All remaining areas of the ground floor of the said New Building;
3. Undivided proportionate share in the land comprised in the said Premises.
4. Undivided proportionate share in the common parts and facilities.



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** : White cement putty over cement plastering.
- Doors** : Wooden frame and flush doors.
- Windows** : Aluminum frame & shutters with glassed panel & grill.
- Flooring** : Marble/Vitrified Tiles flooring.
- 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 sanitary ware of Kohler make.
- Electrical** : Concealed Copper wiring preferably Finolex/Havells 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** : Adequate capacity of repute make.
- Exterior** : Aesthetically designed front façade.
- Ground floor lobby** : Decorated facade of Lift & lobby.
- Others** : Common toilet for servants.  
CC TV on the ground floor for security.  
Car Wash.  
Personalised Mail Box.  
Caretaker/Security Guard room and common toilet.  
Power Back up for lighting of common areas & provision for adequate capacity.

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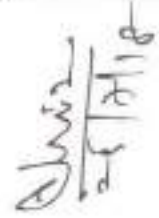
Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. ALIPORE, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16051000212061/2018

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Subhendra Bhattacharya 2B, Panditiya Road, P.O:- Sarat Bose Road, P.S:- Gariahat, Kolkata, District:-South 24- Parganas, West Bengal, India PIN - 700029	Land Lord			 25.07.2018
2	Mr Vivek Ruia 21/2, Ballygunge Place, P.O:- Ballygunge, P.S:- Gariahat, Kolkata, District:-South 24- Parganas, West Bengal, India PIN - 700019	Represent ative of Developer [Swastic Projects Pvt Ltd ]			 25.07-2018
Sl No.	Name and Address of identifier	Identifier of		Signature with date	
1	Mr Trilok Chand Naita Son of Late Mahabir Prasad Naita 46, Sreedhar Roy Road, P.O:- Tiljala, P.S.- Tiljala, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700039	Mr Subhendra Bhattacharya, Mr Vivek Ruia			

(Md Shadman)

ADDITIONAL DISTRICT  
SUB-REGISTRAR  
OFFICE OF THE A.D.S.R.  
ALIPORE




स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER  
**AGFPB9596H**

नाम / NAME  
**SUBHENDRA BHATTACHARYA**

पिता का नाम / FATHER'S NAME  
**HEMENDRA BHATTACHARYA**

जन्म तिथि / DATE OF BIRTH  
**24-06-1952**

हस्ताक्षर / SIGNATURE  


आयकर विभाग, स.स. 488  
 COMMISSIONER OF INCOME TAX, W.D.

इस कार्ड के खो / गिर जाने पर दृष्टांत जारी करने  
 वाले अधिकारी को सूचित / ज्ञापन कर दें  
 संयुक्त आयकर आयुक्त (पदाधि एवं तकनीकी),  
 पी. 7,  
 चौकी चौक,  
 कोलकाता - 700 066.

In case this card is lost/found, kindly inform/return to  
 the issuing authority :  
 Joint Commissioner of Income-tax (Systems & Technical),  
 P-7,  
 Chowringhee Square,  
 Calcutta- 700 066.

स्थायी खाते संख्या / PERMANENT ACCOUNT NUMBER  
AADCS5305E



नाम / NAME  
SWASTIC PROJECTS PVT LTD

स्थापना/बनाने की तिथि / DATE OF INCORPORATION/FORMATION  
15-07-1991

*K. Has*

आयकर अधीक्षक, सि. & टे. (XI)

COMMISSIONER OF INCOME TAX, W.B. - XI

इस कार्ड के खो / फिर पाने पर कृपया जारी करने  
वाले प्राधिकारी को सूचित / वापस कर दें  
संयुक्त आयकर आयुक्त (प्रशासित एवं तकनीकी),  
पी-१,  
बोरोही स्क्वायर,  
कलकत्ता - 700 069.

In case this card is lost/ found, kindly inform/ return to  
the issuing authority :  
Joint Commissioner of Income-tax (Systems & Technical),  
P-1,  
Bowringhee Square,  
Calcutta- 700 069.



कार्ड सेवा संख्या

/PERMANENT ACCOUNT NUMBER

ACPPR8539G



नाम /NAME

VIVEK RUIA

पिता का नाम /FATHER'S NAME

SHEO KUMAR RUIA

जन्म तिथि /DATE OF BIRTH

21-05-1965

हस्ताक्षर /SIGNATURE

सहायक आयुक्त, प. व. 11

COMMISSIONER OF INCOME-TAX, W.B.-11

इस कार्ड से खो / गिर जाने पर कृपया जारी करने वाले अधिकारी को सूचित / संपर्क करके सहायक आवकन आयोग, पी-7, चौदंरी स्क्वायर, कोलकाता - 700 060.

In case this card is lost/fraudulently inform/return to the issuing authority :  
Assistant Commissioner of Income-tax,  
P-7,  
Chowringhee Square,  
Calcutta-700069.

नाम देना होगा / PERMANENT ACCOUNT NUMBER

ACPPR8539Q



नाम NAME  
VIVEK RUIA

पिता का नाम FATHER'S NAME  
SHEO KUMAR RUIA

जन्म तिथि (DATE OF BIRTH)  
21-05-1965

हस्ताक्षर SIGNATURE

असहय आयुक्त, ए. ई. ई.

COMMISSIONER OF INCOME TAX, W.E. - II

इस कार्ड के खो / मिल जाने पर कृपया जारी करने वाले अधिकारी को सूचित / वापस कर दें  
सहायक आयुक्त आयुक्त,  
ई. 7,  
चौरांगी स्क्वायर,  
कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to  
the issuing authority :  
Assistant Commissioner of Income-tax,  
E-7,  
Chowringhee Square,  
Calcutta-700 069.

Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201819-026571836-1

Payment Mode: Online Payment

GRN Date: 24/07/2018 18:57:36

Bank: State Bank of India

BRN: IK00RREEX7

BRN Date: 24/07/2018 18:58:14

DEPOSITOR'S DETAILS

Id No.: 16051000212061/3/2018

(Query No./Query Year)

Name: Swastic Projects Private Limited

Contact No.:

Mobile No.: +91 9831312312

E-mail:

Address: 21, 2 Ballygunge Place Kolkata 700 019

Applicant Name: Mr Subhendra Bhattacharya

Office Name:

Office Address:

Status of Depositor: Buyer/Claimants

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement  
Payment No 3

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹ ]
1	16051000212061/3/2018	Property Registration- Stamp duty	0030-02-103-003-02	75020
2	16051000212061/3/2018	Property Registration- Registration Fees	0030-03-104-001-10	21

Total

75041

In Words: Rupees Seventy Five Thousand Forty One only

## Major Information of the Deed

Deed No :	I-1605-04943/2018	Date of Registration	27/07/2018
Query No / Year	1605-1000212061/2018	Office where deed is registered	
Query Date	24/07/2018 3:18:00 PM	A.D.S.R. ALIPORE, District: South 24-Parganas	
Applicant Name, Address & Other Details	Subhendra Bhattacharya 2B, Panditiya Road, Thana : Gariahat, District : South 24-Parganas, WEST BENGAL, PIN - 700029, Mobile No. : 9831312355, Status : Seller/Executant		
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. 4,25,82,116/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,120/- (Article:48(g))	Rs. 21/- (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.- Gariahat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Panditia Road, , Premises No. 2B, Ward No: 085

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		7 Katha 11 Chatak 12 Sq Ft	1/-	3,99,57,116/-	Property is on Road
<b>Grand Total :</b>					12.7119Dec	1 /-	399,57,116 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3500 Sq Ft.	1/-	26,25,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 3500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>3500 sq ft</b>	<b>1 /-</b>	<b>26,25,000 /-</b>	

### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mr Subhendra Bhattacharya</b> Son of Late Hemendra Nath Bhattacharya 2B, Panditiya Road, P.O:- Sarat Bose Road, P.S.- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: AGFPB9596H, Status :Individual, Executed by: Self, Date of Execution: 25/07/2018 , Admitted by: Self, Date of Admission: 25/07/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 25/07/2018 , Admitted by: Self, Date of Admission: 25/07/2018 ,Place : Pvt. Residence

Major Information of the Deed :- I-1605-04943/2018-27/07/2018

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Swastic Projects Pvt Ltd</b> 21/2, Ballygunge Place, P.O:- Ballygunge, P.S:- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019 , PAN No.:: AADCS5305E, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mr Vivek Ruia (Presentant )</b> Son of Mr Sheo Kumar Ruia 21/2, Ballygunge Place, P.O:- Ballygunge, P.S:- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACPPR8539Q Status : Representative, Representative of : Swastic Projects Pvt Ltd (as DIRECTOR)

**Identifier Details :**

Name & address	
Mr Trilok Chand Naita Son of Late Mahabir Prasad Naita 46, Sreedhar Roy Road, P.O:- Tiljala, P.S:- Tiljala, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700039, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , Identifier Of Mr Subhendra Bhattacharya, Mr Vivek Ruia	

**Transfer of property for L1**

Sl.No	From	To, with area (Name-Area)
1	Mr Subhendra Bhattacharya	Swastic Projects Pvt Ltd-12.7119 Dec

**Transfer of property for S1**

Sl.No	From	To, with area (Name-Area)
1	Mr Subhendra Bhattacharya	Swastic Projects Pvt Ltd-3500.00000000 Sq Ft

**Endorsement For Deed Number : I - 160504943 / 2018**

Major Information of the Deed :- I-1605-04943/2018-27/07/2018

24-07-2018

**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 4,25,82,116/-



**Md Shadman**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. ALIPORE**  
**South 24-Parganas, West Bengal**

**On 25-07-2018**

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

Presented for registration at 18:10 hrs on 25-07-2018, at the Private residence by Mr Vivek Ruia .

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

Execution is admitted on 25/07/2018 by Mr Subhendra Bhattacharya, Son of Late Hemendra Nath Bhattacharya, 2B, Pandriya Road, P.O: Sarat Bose Road, Thana: Gariahat, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Service

Identified by Mr Trilok Chand Naita, . . Son of Late Mahabir Prasad Naita, 46, Sreedhar Roy Road, P.O: Tiljala, Thana: Tiljala, . City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Service

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

Execution is admitted on 25-07-2018 by Mr Vivek Ruia, DIRECTOR, Swastic Projects Pvt Ltd (Private Limited Company), 21/2, Ballygunge Place, P.O:- Ballygunge, P.S:- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019

Identified by Mr Trilok Chand Naita, . . Son of Late Mahabir Prasad Naita, 46, Sreedhar Roy Road, P.O: Tiljala, Thana: Tiljala, . City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Service



**Md Shadman**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. ALIPORE**  
**South 24-Parganas, West Bengal**

Major Information of the Deed :- I-1605-04943/2018-27/07/2018

27-07-2018

**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 21/- ( E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/07/2018 6:58PM with Govt. Ref. No: 192018190265718361 on 24-07-2018, Amount Rs: 21/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK00RREEX7 on 24-07-2018, 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 100/-, by online = Rs 75,020/-

**Description of Stamp**

1. Stamp Type: Impressed, Serial no 44838, Amount: Rs.100/-, Date of Purchase: 06/07/2018, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/07/2018 6:58PM with Govt. Ref. No: 192018190265718361 on 24-07-2018, Amount Rs: 75,020/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK00RREEX7 on 24-07-2018, Head of Account 0030-02-103-003-02



**Md Shadman**

**ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. ALIPORE  
South 24-Parganas, West Bengal**

Major Information of the Deed :- I-1605-04943/2018-27/07/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2018, Page from 158757 to 158796  
being No 160504943 for the year 2018.



Digitally signed by MD SHADMAN  
Date: 2018.08.06 10:49:34 +05:30  
Reason: Digital Signing of Deed.

*Md Shadman*

(Md Shadman) 06/08/2018 10:49:27  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. ALIPORE  
West Bengal.

(This document is digitally signed.)



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:

  
Trilok Chand Naita  
S/o Late Mahabir Prasad Naita  
46, Sreedhar Roy Road  
Kolkata - 700 039

Saemendraneth  
Bhattacharya  
2-B, PANDITIA ROAD  
KOLKATA - 700029

Bhattacharya

Bhattacharya  
(SUBHENDRA BHATTACHARYA).



SIGNED SEALED AND DELIVERED

by the DEVELOPER at Kolkata

in the presence of:



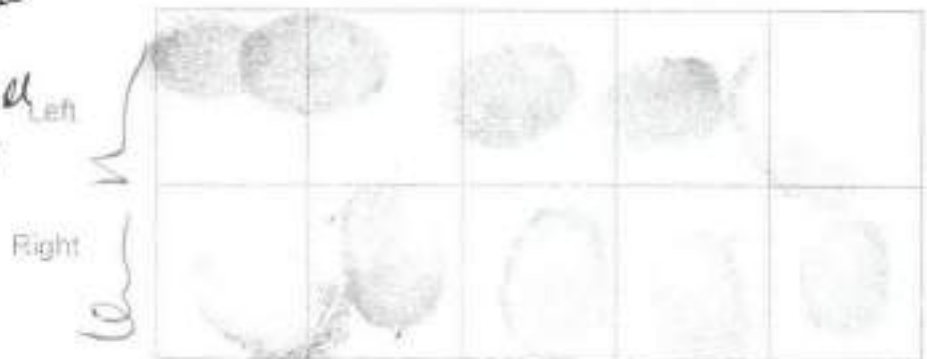
Jeday Talau  
135, B&B Bench  
Kolkata 700001

For Swastik Projects Pvt. Ltd.





Director



Draft prepared by me  
Ashim Kumar Shaha  
Kolkata, WB - 700048.  
Muzum Police Court, Cal - 27.