



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

V 574018

THIS AGREEMENT is on made this 02<sup>nd</sup> day of May Two Thousand and Eighteen  
BETWEEN (i) SATWIC VIVEK RUIA (Income Tax PAN BIZPR8842M) son of Mr. Vivek  
Ruia by faith Hindu, by occupation Business, of No. 21/2, Ballygunge Place, Kolkata  
700019 PS Gariahat, PO Ballygunge, and (ii) SUBHDEEP HOMES PRIVATE LIMITED  
(Income Tax PAN AAQCS4070F) a company within the meaning of the Companies Act,  
1956 and presently having its registered office situate at No. 117A, Shyama Prasad  
Mukherjee Road, Kolkata 700 026, PO Kalighat, PS Tollygunge and is herein  
represented by one of its directors **Mr. Trilok Chand Naita** (Income Tax PAN  
ACAPN4905F) son of Late Mahabir Prasad Naita of No. 46, Sreedhar Roy Road,  
Kolkata 700019 PO & PS Tiljala hereinafter jointly referred to as the FIRST PARTY

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

NAME.....  
ADD.....  
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12 OCT 2017  
SURANJAN MUKHERJEE  
Licensed Stamp Vendor  
C. C. Ghosh  
2 & 3, K. S. Row Road, Kolt-3

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(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in case of the individual his heirs, executors, administrators, legal representatives and assign/s and in case of the company its successors, successors – in –office, nominees and assigns) of the **ONE PART AND SWASTIC PROJECTS (P) LTD.** (Income Tax PAN AADCS5305E) a company within the meaning of the Companies Act, 2013 and presently having its registered office at No. 21/2, Ballygunge Place, Kolkata - 700 019, P.S. Gariahat, P.O. Ballygunge represented by one of its director **Mr. Vivek Ruia** (Income Tax PAN ACPPR8539Q) son of Mr. Sheo Kumar Ruia by faith Hindu by occupation Business of No. 21/2, Ballygunge Place, Kolkata 700 019 PS Gariahat, PO Ballygunge hereinafter referred to as the "**SECOND PARTY**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors – in –office, nominees and assigns) of the **OTHER PART**:

**WHEREAS:**

- A. The First Party and the Second Party herein are collectively seized and possessed of or otherwise well and sufficiently entitled to as absolute owners of **ALL THAT** the piece or parcel of land containing by ad-measurement an area of about 07 (seven) cottahs 08 (eight) chittacks and 05 (five) sq. ft. be the same a little more less together with the old dilapidated building and other structures standing thereon lying situate at and/or being municipal premises No. 117A (including 117B), Shyama Prasad Mukherjee Road, Kolkata 700 026 PS Tollygunge in ward No. 87 of the Kolkata Municipal Corporation (hereinafter referred to as the said **PREMISES**) on the terms and conditions as contained therein.
- B. It has been agreed by and between the parties hereto that the Second Party shall cause to have the plans in respect of the said Premises to be sanctioned and also cause to construct erect and complete the new buildings in accordance therewith.
- C. The Second Party has caused the necessary maps or plans to be sanctioned by the Kolkata Municipal Corporation being BS No. 2017080049 dated 14<sup>th</sup> September 2017 (hereinafter referred to as the said **PLAN**).



D. The parties hereto have agreed to demarcate and divide the flats amongst each other in the manner as herein recorded.

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

1. It has been agreed by and between the parties that: -
  - a) The First Party shall exclusively be entitled to as follows: -
    - i) The flat on the rear side of the **third floor** of the proposed new building and **01 No. covered car parking space** shall belong exclusively to **Satwic Vivek Ruia**;
    - ii) The Unit measuring about 1330 sq. ft. on the first **floor** of the proposed new building and **01 No. covered car parking space** shall belong exclusively to **Satwic Vivek Ruia**;
    - iii) The Unit measuring about 300 sq. ft. on the first floor of the proposed new building shall belong exclusively to **Subhdeep Homes (P) Ltd.**;
  - b) The Second Party shall exclusively be entitled to all remaining floors and units and areas on the ground floor after providing for the First Party as hereinbefore written.
2. In lieu of the above the Second Party shall incur all costs towards development of the said Premises including sanction of the plan, costs of construction of the entirety of the new building and all other ancillary costs and expenses relating thereto.
3. The respective parties shall be entitled to deal with their respective area to the exclusion of the other and all proceeds in respect thereof shall belong exclusively to the respective parties and neither party shall have any right and/or claim against the other party in this regard, however all the parties shall join in any agreement, deed, indenture and/or document that any of them may require.
4. The parties have agreed to sign execute and register all necessary papers and documents that maybe necessary or be required for giving effect to these present.



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

**SIGNED AND DELIVERED**

by **FIRST PARTY** at Kolkata

in the presence of:

Jalaj Talan  
135, B&B Bero Rd.  
Kolkata - 1

Sahwiz

Dilip Kumar Gopal

SUBHDEEP HOMES PVT. LTD.

Director

TCN

**SIGNED SEALED AND DELIVERED**

by **SECOND PARTY** at Kolkata

in the presence of:

Jalaj Talan

For Swastic Projects Pvt. Ltd.



Director

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Dilip Kumar Gopal  
29, Koushwar Mahalan  
Howrah - 1