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certified that the document is admitted for registration. The signature sheets and the endroement sheets attached with the document are the part of this document.

[Signature]
 District Sub-Registrar-III
 Alipore, South 24-pargana.

DEVELOPMENT AGREEMENT

08 JUL 2023

1. Date: 18/07/2023
2. Place: Kolkata
3. Parties:

3.1 **PACE DEALCOM PRIVATE LIMITED**, a Company within the meaning of the Companies Act, 2013 having its registered office at 9F, Everest House, 46C, Chowringhee Road, Police Station Shakespeare Sarani, Post Office Little Russle Street, Kolkata-700071 having CIN U51909WB1996PTC078993 and PAN AEHPB3956K represented by its Directors Arvind Kumar Meharia, son of Late Hanuman Das Meharia working at gain 9F, Everest House, 46C, Chowringhee Road, Police Station Shakespeare Sarani, Post Office Little Russle Street, Kolkata-700071 having PAN AABCP5507H and Aadhaar No 732737164055, authorized by the Resolution dated 26-06-2023 passed by its Board of Directors (hereinafter referred to as "the Owner No. 1");

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07 JUN 2023

NO. DATE
SOLD TO
ADDRESS
RS.

07 JUN 2023



CODE NO. (1067)
LICENCED NO.
70 & 20A / 1973

ANJUSHREE BANERJEE
L. S. VENDOR (O/S)
HIGH COURT, KOLKATA-700 001

07 JUN 2023

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07 JUL 2023



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- 3.2 **ROMEX AGENCIES PRIVATE LIMITED**, a Company within the meaning of the Companies Act, 1956 having its registered office at 9F, Everest House, 46C, Chowringhee Road, Police Station Shakespeare Sarani, Post Office Little Russle Street, Kolkata-700071 having CIN U51494WB1996PTC078992 and PAN AABCR2428P represented by its Directors Arvind Kumar Meharia, son of Late Hanuman Das Meharia, working at gain 9F, Everest House, 46C, Chowringhee Road, Police Station Shakespeare Sarani, Post Office Little Russle Street, Kolkata-700071 having PAN AABCP5507H and Aadhaar No 732737164055, authorized by the Resolution dated 26-06-2023 passed by its Board of Directors (hereinafter referred to as “the **Owner No. 2**”);
- 3.3 **NILANCHAL ESTATES PRIVATE LIMITED**, a Company within the meaning of the Companies Act, 1956 having its registered office at 9F, Everest House, 46C, Chowringhee Road, Police Station Shakespeare Sarani, Post Office Little Russle Street, Kolkata-700071 having CIN U70101WB1986PTC041364 and PAN AAACN8566D represented by its Directors Arvind Kumar Meharia, son of Late Hanuman Das Meharia working at gain 9F, Everest House, 46C, Chowringhee Road, Police Station Shakespeare Sarani, Post Office Little Russle Street, Kolkata-700071 having PAN AABCP5507H and Aadhaar No 732737164055, authorized by the Resolution dated 26-06-2023 passed by its Board of Directors (hereinafter referred to as “the **Owner No. 3**”);
- 3.4 **SMARTLAND ESTATES PRIVATE LIMITED**, a Company registered under MSME within the meaning of the Companies Act, 1956 having its registered office at 9F, Everest House, 46C, Chowringhee Road, Kolkata-700071, Police Station – Shakespeare Sarani, Post Office Little Russle Street, having CIN U70101WB1993PTC057744, having PAN AADCS7281B and represented by its Directors Arvind Kumar Meharia, son of Late Hanuman Das Meharia working at gain 9F, Everest House, 46C, Chowringhee Road, Police Station Shakespeare Sarani, Post Office Little Russle Street, Kolkata-700071, Police Station Karaya, Post Office Ballygunge, having PAN AABCP5507H and Aadhaar No 732737164055, authorized by the Resolution dated 26-06-2023 passed by its Board of Directors (hereinafter referred to as “the **Owner No. 4**”);
- 3.5 **ARVIND KUMAR MEHARIA**, son of Late Hanuman Das Meharia working at gain 9F, Everest House, 46C, Chowringhee Road, Police Station Shakespeare Sarani, Post Office Little Russle Street, Kolkata-700071, having PAN AABCP5507H and Aadhaar No 732737164055 (hereinafter referred to as “the **Owner No. 5**”);

The Owner No. 1, the Owner No.2, the Owner No.3, the Owner No.4 and the Owner No.5 are hereinafter jointly referred to as “the **Owners**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-interest and assigns) of the **One Part**

AND



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- 3.6 **REALMARK EVANA LLP**, a limited liability partnership, having its registered office at Room No.192, 5th Floor, Karnani Estates, 209, A.J.C Bose Road, Police Station Beniapukur, Post Office Circus Avenue, Kolkata-700017 having LLPIN AAM-3573 and PAN AAYFR8935M represented by one of its Designated Partners Mr. Gagan Lohia [PAN AAVPL2914M & Aadhaar No. 742689043172], son of Gopal Prasad Lohia, working at gain at 209, A.J.C Bose Road, Karnani Estate, 5th Floor, Room No. 192, Kolkata-700017, Post Office Circus Avenue, Police Station Beniapukur, authorized by the Resolution dated 26-06-2023 passed in hereinafter referred to as “the **Developer**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its respective successors-in-interest and assigns) of the **OTHER PART**:

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. **Subject Matter of Agreement:** Agreement between the Owners and the Developer with regard to development of ALL THAT the piece or parcel of land measuring about 1 (one) Bigha 15 (fifteen) Cottahs 5 (five) Chittacks and 1 (one) square feet together with the buildings, dwelling units, outhouses, sheds, other structures about 16418.1926 (sixteen thousand four hundred and eighteen point one nine two six) square feet standing thereon, situate lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Police Station Tollygunge, Kolkata-700040 within Ward No.98 of the Kolkata Municipal Corporation (“KMC”) and morefully described in the **First Schedule** hereunder written (“**said Property**”).
5. **Representations, Warranties and Background**
- 5.1 **Owners’ Representations:** The Owners have jointly and/or severally represented and warranted to the Developer as follows:
- 5.1.1 **Ownership of the said Property:** The Owners are the absolute lawful owners of the said Property and are fully seized and possessed of and otherwise fully and sufficiently entitled to the same. The Owners have represented and warranted that the devolution of title in favour of the Owners is as mentioned in the **Second Schedule** hereunder written. Each of the Owners is entitled to their respective share therein.
- 5.1.2 **Possession:** The said Property in its entirety is in the exclusive khas, vacant, peaceful and physical possession of the Owners. No part of the said Property has been encroached upon and there is at present no dispute with any adjoining property owner or anyone else regarding the possession or the boundary of the said Property.
- 5.1.3 **Mutation:** At present the said Property is recorded in the names of the Owners in the records of Assessment Registrar of KMC as owners.
- 5.1.4 **Marketable Title:** The ownership right, title and interest of the Owners in the said Property is free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, thika tenancies, licenses, liabilities, attachments, occupancy



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rights, trusts, debutters, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, vestings, alignments, easements and lis pendens whatsoever and the Owners have a good and marketable title to the said Property and are entitled to lawfully hold, develop, sell and transfer the said Property under the relevant laws governing the same.

- 5.1.5 **Owners to Ensure Continuing Marketability:** The Owners shall at their own costs ensure that the ownership right, title and interest of the Owners in the said Property continue to remain good and marketable and free from all encumbrances till the completion of the Project and transfer of the Units by registered Deeds of Conveyance in favour of the Transferees.
- 5.1.6 **Authority:** The Owners have full right, power and authority to enter into this Agreement and there is no legal bar or impediment regarding the same.
- 5.1.7 **No Prejudicial Act:** The Owners and/or their predecessors-in-title have not done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement or otherwise.
- 5.1.8 **Urban Land Ceiling:** There is no vacant land in the said Property in excess of the ceiling limit and no part of the said Property has been or is liable to be vested and/or acquired under any applicable law and no notice, order or direction has been issued regarding the same and the said Property or any portion thereof is not adversely affected by the provisions of the Urban Land (Ceiling and Regulation) Act, 1976. The Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 has already issued a No Objection Certificate dated 8th May, 2023 under Rule 4(4) of the Kolkata Municipal Corporation Building Rules, 1990.
- 5.1.9 **No Alignment:** As on date of execution of this Agreement, no portion of the said Property is affected by any notice or scheme or alignment of any Local Development Authority or the Government or the Kolkata Municipal Corporation or any other Public or Statutory Body or Authority.
- 5.1.10 **No Attachment:** The said Property is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and there is no Certificate case or proceeding against the Owners and/or their predecessors-in-title for realisation of the arrears of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.
- 5.1.11 **No Requisition or Acquisition:** As on date of execution of this Agreement, the said Property is not affected by any requisition or acquisition of any authority or authorities under any law and no notice of requisition or acquisition of the said Property or any portion thereof has been issued and/or served upon the Owners and/or their predecessors-in-title and no such proceedings have been initiated and/or are pending in respect thereof.



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- 5.1.12 **No Mortgage:** The Owners and/or their predecessors-in-title have not created any registered or equitable mortgage or anomalous mortgage or any other mortgage or charge or lien in respect of the said Property or any part thereof and the same is free from all charges, encumbrances and liabilities whatsoever or
- 5.1.13 **Taxes Paid:** All municipal rates, taxes and outgoings relating to the said Property shall be paid by the Owners till execution of this Agreement.
- 5.1.14 **Custody of Deeds:** The original documents of title relating to the said Property (hereinafter referred to as the "**Original Title Documents**") are in exclusive physical possession and custody of the Developer and no other person or entity has any right or entitlement in respect of the same.
- 5.1.15 **No Guarantee:** No guarantee and/or any other security that may affect the said Property in any manner at any time whatsoever has been given by the Owners and/or their predecessors-in- title.
- 5.1.16 **No Legal Proceeding:** As on the date of execution of this Agreement, no suit and/or other legal proceeding is pending regarding the said Property and there are no subsisting orders of any Court of law, tribunal, judicial, quasi-judicial, statutory or any other body or authority affecting the said Property or any portion thereof and/or the ownership, right, title and interest of the Owners and/or their predecessors-in-title in respect of the same.

1. **Previous Development Agreement And Cancellation of Previous Development Agreement:** Pace Dealcom Private Limited (being the Owner No.1 herein) has entered into a Development Agreement dated 3rd April, 2019, registered at the office of the Additional Registrar of Assurances IV, in Book No. I, Volume No. 1904-2019, at Pages 170782 to 170841, being Deed No. 190403568 for the year 2019 with the Developer herein in respect with 1/4th (one-fourth) share of the said Property ("Previous Development Agreement") The Owner and Developers have acted as per the said development dated 3rd April 2019 and done the following work:-
- Given Access to developer for development
 - Owner have received deposit from Developer which will be adjusted in the fresh Joint Development Agreement. And Owners and Developer have no claim each other as per said Development Agreement Date 3rd April 2019. Subsequently, Pace Dealcom Private Limited (being the Owner No. 1 herein) and the Developer herein decided to cancel the development of 1/4th (one fourth) share of the said Property and according the Previous Development Agreement was cancelled by a Deed of Cancellation of Development Agreement dated 18/7/23, registered at the office of the D.S.R. III, in Book No. I, Volume No. 1603-2023, at Pages x to x, being Deed No. 10537 for the year 2023 ("**Cancellation of Previous Development Agreement**").

- 5.1.17 **No Other Previous Agreement:** Save and except the Previous Development Agreement, which has been cancelled by Cancellation of Previous Development Agreement, neither of the Owners and/or their predecessors-in-title have not in any way dealt with the said Property or any part thereof whereby the ownership right,



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title and interest of the Owners as to the ownership, use, enjoyment, development and/or sale of the said Property or any part thereof is or may be affected in any manner whatsoever and have not entered into any agreement, arrangement or understanding whatsoever with any person or entity for sale, transfer, lease, letting, parting with possession, development or otherwise dealing with or disposing off the said Property or any part thereof and have not created any third party rights whatsoever.

- 5.1.18 All previous agreements and/or understandings between the Owners inter se relating to the Said Premises stand superseded by the terms and conditions contained in this Development Agreement which shall henceforth be the only valid and subsisting document and agreement between the Owners relating to the said Premises and its development. The Owners further declare and confirm that there is no dispute between the Owners and neither of them has any claim whatsoever against the other.
- 5.1.19 **No restriction:** There is neither any restriction on sale, transfer or development of the said Property nor any subsisting order, proceeding, notification, declaration or notice affecting the said Property and no part of the same has been vested, acquired, requisitioned, attached and/or affected under any law and/or by anybody or authority.
- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Owners as follows:
- 5.2.1 **Acceptance of Owners' representation:** The Developer has relied on the representations made by the Owners in this Agreement and has also verified the available public records in respect of the said Property.
- 5.2.2 **Infrastructure, Expertise and Financial Capacity of Developer:** The Developer is part of the "Realmark Group" which is carrying on business of construction and development of real estate and has necessary infrastructure and expertise in this field and the financial capacity and resources to undertake the development of the said Property and shall be responsible for the Project till its completion in its entirety.
- 5.2.3 **No Abandonment:** The Developer shall not abandon the Project and shall accord the necessary attention thereto.
- 5.2.4 **Authority:** The Developer has full right, power and authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.
- 5.3 **Background:** The Owners and the Developer have relied upon the representations of each other as aforesaid and have negotiated and the Owners have agreed to appoint the Developer as the developer of the said Property and the Developer has agreed to take up the development of the said Property by making construction of new buildings and marketing and selling the Units and other rights therein ("**Project**"). Pursuant to the above, the parties agreed to the final terms and conditions for the Project, which are being recorded in this Agreement.



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6. **Basic Understanding:**

- 6.1 - **Agreement:** The Owners have made available the said Property to the Developer for the purpose of development on basis of revenue sharing as agreed and shall ensure that the said Property is free from any and all encumbrances and liabilities whatsoever and fully capable of being developed, constructed upon and for intended sale and rental/leasing of residential-cum-commercial units/spaces. The Developer shall at its own costs develop the said Property and construct new buildings thereon in accordance with the plans utilizing full FAR Available as per KMC rules ("**Building Plans**") to be sanctioned and/or revised from time to time by the KMC as residential-cum-commercial buildings with specified areas, amenities and facilities to be enjoyed in common ("**New Buildings**") as per mutually agreed specifications in the manner envisaged in this Agreement. The saleable constructed spaces/apartments/flats and other rights in the New Buildings ("**Units**") shall be transferable in favour of intending buyers ("**Transferees**"). The term 'Transferees' shall also include the Owners and the Developer in respect of any Unit(s) that may be retained by them respectively.
- 6.2 **Developer to have Exclusive Development Rights:** For the purposes of development, construction and commercial exploitation of the New Buildings and the Units comprised therein, the Owners have appointed and/or hereby appoint and grant to the Developer exclusive right to develop, construct, market and sell the New Buildings and the Units comprised therein and take all steps in terms of this Agreement. Nothing contained herein shall be construed as handing over possession to the Developer by the Owners under Section 53A of the Transfer of Property Act, 1882.

7. **Appointment and Commencement**

- 7.1 **Appointment and Acceptance:** The Parties confirm acceptance of the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions recorded in this Agreement. The Owners confirm having appointed the Developer as the developer of the said Property and grant them exclusive right to execute the Project in accordance with this Agreement. The Developer confirms having accepted such appointment by the Owners.
- 7.2 **Due Diligence:** The Developer has caused to have conducted due diligence of the said Property in available public records. The Owners hereby confirm that the Owners shall resolve all discrepancies, if any found regarding the title of the said Property. The Developer shall render reasonable co-operation to the Owners and developer has already carried out preliminary due diligence and found satisfied with marketable title of owner
- 7.3 **Paper Publication:** The Developer shall cause to be published in daily newspapers and shall inform the public at large with regard to the intending development transaction



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and thus inviting claims/objections from public at large. The Owners hereby consent to the same and further confirm that, any successful third party claim shall be settled by the Owners at their own costs and responsibilities. Publication will be completed within 1 MONTH from the date of execution of JDA

- 7.4 **Title Insurance:** The Owners shall at their own costs insure the title of the said Premises and shall indemnify the Developer of and from all losses, damages, claims of whatsoever nature, if any, regarding the title of the said Premises.
- 7.5 **Tenure:** This Agreement shall commence and shall be deemed to have come into force and effect from the date of execution hereof. Unless terminated otherwise, this Agreement shall remain valid and in force and effect till the completion of the Project and transfer of the Units and car parking spaces in the Project by registered Deeds of Conveyance in favour of the Transferees.
- 7.6 **Project Implementation:** For the purpose of implementation of Project, the Owners have given the formal possession of the said Property to the Developer who shall be entitled to take all steps for development and sale in terms of this Agreement. The Developer is entitled, inter alia, to carry out survey, soil testing and other development and construction related works at the said Property and to do all things and to take all steps for the implementation of the Project.

8. Approvals, Sanction and Construction

- 8.1 **Sanction & Approvals:** The Developer shall get the Building Plans prepared at its own cost by the Architects and shall take necessary steps and apply for obtaining the sanction of the Building Plans from the KMC as also other necessary sanctions, approvals, permissions, clearances, consents, no objections, registrations, licences, etc. that may be required for the implementation of the Project **at the earliest** (collectively "**Approvals**"). use full FAR AS PER KMC RULES The Owners shall fully co-operate regarding the sanction of the Building Plans and the Approvals and shall sign all documents and papers that may be required for obtaining sanction of the Building Plans and the Approvals. However, in case any Approvals are necessary because of modifications/changes being made in any Unit at the request of the Transferees of such Unit, then the costs, charges, expenses, outgoings and fees for the same shall be borne and paid by the concerned Transferee.
- 8.2 **Construction of the Project:** The Developer undertakes to construct, develop, execute and complete at its own costs, charges and expenses, the Project in accordance with the Building Plans sanctioned by the relevant authority within the specified time period subject to Force Majeure and in accordance with the terms, conditions and covenants contained herein.



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- 8.3 **Architects and Consultants:** The Architects and the other consultants, professionals, advisers, etc. for the Project shall be appointed and may be changed by the Developer from time to time. All fees, costs, charges and expenses payable to them shall be paid by the Developer.
- 8.4 **Demolition of Existing Building and Removal of Debris:** The Developer, at its cost shall demolish the existing buildings and structures at the said Property (including foundations thereof) and take away, remove and/or dispose of the materials, salvage, debris, etc. so that the site is in an appropriate condition to commence construction of the New Buildings.
- 8.5 **The Real Estate (Regulation and Development) Act, 2016 (RERA) Registration & Compliances:** After obtaining sanction of Building Plans and the Approvals in terms of Clause 8.3 above, the Developer shall take steps for obtaining the registration and/or approval of the Project from the concerned authority under RERA in accordance with law and all costs, charges, expenses, outgoings and fees for the same shall be borne and paid by the Developer. The Owners shall co-operate and assist the Developer as well Developer shall co operate and assist the owners and pass all information to the owners regarding the above and shall sign and provide all necessary papers, documents and information. Both the Owners and the Developer shall fulfil and abide by their respective obligations as per law including RERA as applicable.
- 8.6 **Steps to be taken by the Developer:** All applications, plans, documents and other papers required to be submitted to the relevant authorities for obtaining sanctions and approvals for construction of the Project shall be submitted by the Developer and copies of sanctions and approvals shall be provided to the Owners. The Developer shall pay and bear all expenses required to be paid or deposited for sanction of the Building Plans or otherwise to obtain sanction for the construction of the Project. The Developer shall be responsible and answerable to the municipal authorities, police, fire, airport and other authorities with regard to any query, clarification, demand or requisition which they, or any of them may require from time to time, at the time of sanction or at any time thereafter during the development and for all times after completion of the Project, for all matters and purposes in connection with the development of the Project, at its own costs and expenses.
- 8.7 **Steps to be taken by the Owners:** The Owners shall answer, clarify, deal with and resolve land related and ownership issues and queries that may be raised/required by the relevant authorities as also the Transferees and Housing Loan Finance Companies/Banks from time to time till completion of the Project.



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8.8 Construction of New Buildings:

- (i) After the sanction of the Building Plans and obtaining of any other Approval necessary for commencement of construction as also the demolition of the existing buildings and other structures and removal of materials, salvage, debris, etc., and registration of the Project under RERA. The Developer shall commence construction of the New Buildings. The Developer shall, at its own costs and expenses, construct, erect and complete the New Buildings in accordance with the Building Plans. The Developer shall keep the Owners informed of any modification in the Building Plans which has been sanctioned by the relevant authorities from time to time.
- (ii) The Developer shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on the Owners, construct, erect and complete the Project pursuant to the Building Plans to be sanctioned by sanctioning authorities and as per the specifications as may be recommended by the Architects from time to time.

8.9 **Completion Time:** The Developer shall, at its own costs and expenses, construct, erect and complete the Project in all respect in accordance with the Building Plans and the mutually agreed specifications and also obtain the Occupancy/Completion Certificate from the municipal authorities or other relevant authorities within a period of 36 (Thirty-Six) months from the date of commencement of construction ("**Completion Time**") subject to Force Majeure stipulated under this Agreement. The Developer shall be entitled to a further period of 6 (six) months from the date of expiry of the Completion Time as a grace period ("**Grace Period**"). Any delay that may be attributable to Force Majeure shall also be added to the Completion Time and the Grace Period.

8.10 **Common Portions:** The Developer shall at its own costs, construct and/or install and/or make available in the New Buildings, the common areas, amenities and facilities (collectively "**Common Portions**").

8.11 **Building Materials:** The Developer shall be authorized to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities required for the construction of the New Buildings.

8.12 **Utility Connections:** The Developer shall be entitled to use any existing electricity, water and any other utility connection at the said Property and shall be liable to pay the costs, charges and expenses for use of the same. The Developer shall be authorized in the names of the Owners to apply for and obtain temporary/permanent connections of water, electricity, drainage, and other utility connections. Watch and ward shall be arranged by the Developer at its own cost till the completion of the Project and handover of maintenance to the Association. The Developer shall utilize the existing power source and/or enhance the source for supply of electricity required, for construction and permanent usage in the Project. The Developer shall obtain all requisite approvals for procuring electricity for the Project. The Developer may remove and/or relocate all



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temporary lines/permanent structures within the Project at the cost of the Developer.

- 8.13 **Waste Disposal Management:** Provision for waste disposal management, as required under law, shall be complied by the Developer at its own cost.
- 8.14 **Co-operation:** Neither Party shall indulge in any activities that may be detrimental to the development of the said Property and/or may affect the mutual interest of the Parties. Both parties shall provide all cooperation that may be necessary for successful completion of the Project and sale of the Units/Spaces. The Owners shall sign and execute all relevant papers, documents, plans, declarations, affidavits and other documentations whatsoever required for the purposes hereof including for sanction of Building Plans within a reasonable period of time of the request being made by the Developer and the documents being made available to the Owners.
- 8.15 **Appointment of Contractors/ Sub-Contractors:**
- (i) The Developer shall be entitled to appoint Contractors/ Sub-Contractors at its own risk and cost for construction, development and marketing of the Project and entering into agreements with any third party for construction, operation and/ or management of the Project, Project utilities or any other activities relating to the Project or matters incidental thereto as also with brokers, real estate consultants/marketing agents.
 - (ii) The Developer agrees that it shall remain liable and responsible for all payments to be made to the Contractors/Sub-Contractors engaged for the Project, and hereby indemnifies the Owners in respect thereof.
 - (iii) The Developer or Contractor or the Sub-Contractor shall be respectively responsible and liable for payment of salaries, wages, compensation, and other dues and payables of their respective staff and employees and the Owners shall not have any liability regarding this whatsoever.
- 9 **Deposit of Original Documents:** Simultaneously with the execution of this Agreement, the remaining Original Title Documents shall be deposited by the Owners with the Developer for the purposes hereof. The Developer shall handover all Original Title Documents to the association of flat/unit owners, upon formation.
- 10 **Power of Attorney:** Simultaneously with the execution of this Agreement, the Owners hereby appoint and authorize the Developer as their constituted attorney for the purpose of, inter alia, applying for and obtaining the sanction of the Building Plans and all necessary Approvals from different authorities in connection with the construction of the New Buildings in terms of this Agreement, for doing various acts, deeds and things in connection with construction of New Buildings at the said Property in accordance with the Agreement and for the purpose of booking and sale of the Units in the New Buildings along with other properties, benefits, advantages and rights (including but not limited to parking



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spaces / rights, undivided, indivisible, impartible, proportionate share and/or interest in the land comprised in the said Property) including signing all deeds, agreements and documents for the same. The Owners shall also execute and register a separate Power of Attorney in favour of the Developer and its authorised representatives. Notwithstanding grant of the aforesaid Power of Attorney, the Owners shall execute all necessary papers, documents, plans, etc. for enabling the Developer to perform its obligations and exercise all its rights and entitlements under this Agreement.

11 Sharing of Sale Proceeds of Units in the New Buildings:

- 11.1 **Sale of Units:** The Units in the New Buildings upon development of the Project (including car parking spaces, servant quarters, open terraces, etc. if any), shall be sold together with undivided, indivisible, impartible, proportionate share and/or interest in the land comprised in the said Property and the Common Portions, and all receivables that may be received from the Transferees on account of interest, penalty, compensation and/or forfeited amount and/or transfer/nomination fee, including amounts realized in relation to floor rise charges, preferred location charges, advance booking money, instalment payments towards stage-wise construction, etc. (individually collectively "**Sale Proceeds**") shall be allocated between the parties as mentioned below. It is further clarified that the amounts receivable by the Developer under Clause 22.1 are not part of the Sale Proceeds and the same shall belong solely to the Developer.
- 11.2 **Owners' Share of Sale Proceeds:** The Owners' Share of Sale Proceeds shall mean 40% (forty percent) of the Sale Proceeds.
- 11.3 **Developer's Share of Sale Proceeds:** The Developer's Share of Sale Proceeds shall mean 60% (sixty percent) of the Sale Proceeds.
- 11.4 **Retention of Units:** The Owners may intimate to the Developer their desire to retain any Unit that is unsold at the relevant time. In such an event the Developer shall be entitled to retain any other Unit(s) having an area as per the ratio of its share of the Sale Proceeds and the Developer shall be entitled to the entire Sale Proceeds of such Unit. The Owners shall make payment to the Developer the amounts of Additional Payments & Deposits in respect of the Unit retained by them on the same basis as applicable to other Transferees as mentioned in Clause 22.1 heretofore. The Goods and Services Tax in respect of any Unit retained by the Owners shall be paid by the Owners to the Developer.

12 Financials

- 12.1 **Project Finance:** The Developer may mortgage the said Property and deposit the Original Title Documents of the said Property for the purpose of obtaining loans from banks/financial institutions for the construction of the Project up to the maximum limit of rupees 15 crore. Provided that the loan and interest shall be repaid out of the Developer's Share of Sale Proceeds and the Owners shall not be liable for repayment



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under any circumstances. The parties shall sign necessary documents regarding the above and the Owners shall sign through the Developer as their Constituted Attorneys. The Developer shall keep the Owners fully saved, harmless and indemnified regarding repayment of such loan and interest thereon. The loan disbursement shall be taken by the Developer only upon sanction of the Building Plans to be followed by commencement of construction. The loan obtained by the Developer shall be used only for the purpose of this Project. The loan is absolute liability of developer in any circumstances what so ever owner will not liable to liability regarding above stated financial or charge or loan or what so even in nature

- 12.2 **Deposits:** The Developer shall deposit with the Owners a sum of Rs.4,40,00,000/- (Rupees four crores forty lacs) towards deposits ("Deposits") out of the Deposits, the Developer has already paid to the Owners a sum of Rs.3,70,00,000/- (Rupees three crores seventy lacs), receipt of which the Owners hereby as well as in Memo below admit and acknowledge. The balance sum of Rs.70,00,000/- (Rupees seventy lacs) shall be paid on signing on this agreement. The JDA Deposits' will be interest free
- 12.3 **Refund of the Deposits:** Out of the Deposits as mentioned in Clause 12.2 above, the Owners shall refund a sum of Rs.3,75,00,000/- (Rupees three crores seventy-five lacs) from the Owners' Share in Sale Proceeds ("Refundable Deposits"). It has been further agreed between the Parties that, each month Owners' Share in Sale Proceeds shall be paid as mentioned in Clause 15.1 (i) below. The balance sum of Rs.65,00,000/- (Rupees sixty-five lacs) shall be considered as non-refundable deposits/premium ("Premium") and shall be appropriated by the Owners. However, the Owners shall have the right and entitlements to the Premium only on receiving of completion certificate from the competent authority.
13. **Goods & Services Tax:** The Goods & Services Tax relating to construction shall be paid by the Developer who shall comply with the applicable provisions regarding the same. The Goods & Services Tax in respect of the sale of the Units to the Transferees shall be payable by the Transferees and shall be collected by the Developer from the Transferees. The Developer shall pay the Goods & Services Tax to the concerned authority in accordance with law in respect of the sale of the Units to the Transferees and the Owners shall not have any liability regarding the same. In case any of the Owners is desirous to retain any portion of the constructed area of the New Buildings then in such eventuality the Owners shall pay to the Developer GST and/or applicable taxes in respect of the same.
14. **Marketing:** The principal policy decisions regarding the marketing and sale of the Project (i.e., the Units in the New Buildings) including deciding the launch price/sale price/revised price, shall be taken by the Developer and for such purpose the Developer shall also be responsible to advertise in any media as it considers conducive. The Project logo shall be designed by the creative agency appointed by the Developer and shall be final and binding on the Parties hereto.



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14.1 **Costs of Marketing, Advertisement & Brokerage:** The Owners shall pay to the Developer a sum of money equivalent to 4% (four percent) of the entire Owners' Share in Sale Proceeds or at actual, whichever is lower, along with Goods and Services Tax thereon ("**Marketing Charges**"), as applicable as their mutually agreed contribution for all marketing, brokerage, publicity and advertisement costs and expenses incurred by the Developer for the Project. The Marketing Charges shall be adjusted from the Owners' Share in Sale Proceeds each month.

14.2 **Marketing Agents:** The Developer may select, appoint or discontinue the Marketing Agents, brokers, sub-brokers and other agents for transfer of the Units at such charges and terms and conditions as the Developer may deem fit and proper.

15. **Monthly Distribution of Sale Proceeds:**

15.1 The Developer shall take all necessary steps and day-to-day decisions in accordance with the principal policy decisions. The sales for the entire Project to the Transferees shall be made by the Developer and the Developer shall ask the Transferees to deposit the Sale Proceeds in a separate Bank Account ("**Sale Proceeds Bank Account**") to be operated by the Developer and the same shall be used and/or utilized in accordance with RERA. At the end of each month the Owners' Share of Sale Proceeds received shall be transferred to the Owners as per the provision of RERA after adjustment/refund of the Refundable Deposits, GST and Marketing Charges in the manner stated in Clause 12.3, 13 and 14.1 herein. The Parties have agreed that the Developer shall after making adjustment as per Clause 12.3, 13 and 14.1 herein, shall further deduct 50% (fifty percent) of remaining Owners' Share of Sale Proceeds of any particular month towards refund of Refundable Deposits and shall pay the balance amount to the Owners. Upon repayment of entirety of the Refundable Deposits all further payment towards Owners' Share of Sale Proceeds of any particular month shall be made after making adjustments in terms of Clause 12.3, 13 and 14.1 herein. However, the Developer shall further deduct a sum of Rs.500/- @ per square feet from the Owners' Share of Sale Proceeds towards compensation of GST. This deduction of Rs.500/- @ per square feet shall be separated and shall have no connection with the aforesaid adjustments in terms of Clause 12.3, 13 and 14.1 herein.

16. **Sale of Units to Transferees:**

16.1 The Units in the New Buildings and car parking spaces and facilities in the Project shall be sold in favour of the Transferees by initially entering into Agreements for Sale and ultimately Deeds of Conveyance. The basic format of the Agreement for Sale and the Deed of Conveyance shall be approved by the Owners. The Owners and the Developer shall be parties in all such Agreements and Deeds of



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Conveyance. The costs of such Agreements and Deeds of Conveyance in respect of the entirety of the New Buildings including stamp duty and registration fees and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.

- 16.2 In the event of the Owners and the Developer being required to refund any amount to any Transferee due to cancellation of Agreement for Sale then such refund shall be made by the Owners and the Developer in their respective ratios. The Developer shall be entitled to adjust the same from the Owners' Share of Sale Proceeds.
17. **Municipal Taxes and Outgoings:** All municipal rates, taxes and outgoings (collectively **Rates**) in respect of the said Property relating to the period (i) upto the date of full handover of vacant possession of the said Property in its entirety to the Developer shall be paid by the Owners, (ii) thereafter till the date of issuance of the Completion Certificate shall be borne by the Developer, and (iii) thereafter from the date of grant of the Completion Certificate the Rates shall be borne, paid and discharged by the respective Transferees.
18. **Post Completion Maintenance and Division of Unsold Areas:**
- 18.1 **Notice of Completion:** Upon the construction of the New Buildings being completed as per the certificate from the Architects, the Developer shall give a written notice to the Owners and the date of such notice shall be deemed to be the Completion Date though Common Portions may be incomplete at that time and Completion Certificate from KMC shall be obtained subsequently after completion of Common Portions and other parts of the Project by the Developer.
- 18.2 **Maintenance:** The Developer shall frame a scheme for the management and maintenance of the New Buildings. Initially the maintenance of the New Buildings including the Common Portions shall be looked after by the Developer who shall be entitled to collect the costs and service charges for the same ("**Maintenance Charges**") from the Transferees. At an appropriate stage the Developer shall hand over the maintenance to a body constituted / formed at the instance of the Developer and the Transferees shall be represented on such body.
- 18.3 **Unsold Areas:** If upon expiry of a period of 6 (six) months from the date of receipt of the Completion Certificate any of the Units in the New Buildings at the said Project remain unsold, then the same shall be divided and allocated between the Owners and the Developer in the same ratio as the Sale Proceeds and the parties while selling their respective allocations after such division shall comply with all terms and conditions as applicable to other Transferees. The sale proceeds realised from such unsold units shall be appropriated by the Owners or Developer solely and exclusively for their respective portions. However, the Owners shall, on or before such division, make payment to the Developer the amounts of Additional Payments & Deposits in respect of the unsold areas allotted to the Owners on the same basis as applicable to other Transferees as mentioned in Clause 22.1 heretofore. The Goods and Services Tax in respect of such unsold areas shall be paid by the parties respectively in the same ratio as the Sale Proceeds and/or in respect of the respective areas allocated to them.



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19. Principal Obligations of Developer:

- 19.1 **Completion of construction within Completion Time:** The Developer shall complete the construction of the entire Project in all respects within the Completion Time and Grace Period subject to Force Majeure and give notice in accordance with Clause 18.1 to the Owners. In case any excess time is required by the Developer for obtaining revised/additional/modified sanction, the excess time required shall be added to the Completion Time mentioned in Clause 8.12 above. In case any excess time is required by the Developer for obtaining revised/additional/modified sanction, the excess time required shall be added to the Completion Time mentioned in Clause 8.12 above. However, the excess time will be with consent of owner in writing
- 19.2 **Obligations subsequent to Completion:** The Developer shall complete the Common Portions and make available utilities like electricity, water, sewerage, drainage etc. It is however clarified that the drainage/sewerage connection required to be obtained after the Completion Certificate shall be obtained by the Developer at its own cost subsequently.
- 19.3 **Completion Certificate from the KMC:** The Developer shall take steps and apply to the KMC at its own costs for the Completion Certificate. The Developer shall thereafter obtain drainage/sewerage connection required to be obtained after the Completion Certificate.
- 19.4 **Compliance with Laws:** The Developer shall execute the Project and make construction of the New Buildings in conformity with the prevailing laws.
- 19.5 **Involvement of other consultants, etc.:** The Developer shall carry out the development and construction of the New Buildings and marketing and sale of the Units with the help of the Architects, consultants, professionals, contractors, etc. appointed by it.
- 19.6 **Adherence by Developer:** The Developer has assured the Owners that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.
- 19.7 **Construction at Developer's Cost:** The Developer shall construct and complete the New Buildings at its own cost. The Developer shall be responsible and liable to Government, KMC and other authorities concerned and to the occupants/Transferees/third parties for any loss or for any claim arising from such construction and hereby indemnifies the Owners against any claims, losses or damages for any default or failure or breach on the part of the Developer.
- 19.8 **Income Tax Liability:** The respective parties shall pay their respective income tax in respect of their respective Share of Sale Proceeds received by them in accordance with law. Each party shall keep the other party fully indemnified regarding the above.
- 19.9 **Approvals for Construction:** The Developer shall obtain the Approvals required from various Government authorities to commence, execute and complete the



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Project as mentioned above. The Owners shall assist and co-operate with the Developer in this regard and shall sign all relevant documents and papers that may be required for the same.

- 19.10 **Responsibility for Marketing:** The saleable constructed spaces/Units in the New Buildings shall be marketed and sold by the Developer who shall decide the marketing strategy, budget, selection of publicity material, media etc. and also bear the cost regarding the same.
- 19.11 **Stamp Duty and Registration Fee:** The Developer shall pay and bear the amount of Stamp Duty and the registration fee payable in respect of this Development Agreement and the Power of Attorney granted pursuant hereto.

20. Principal Obligations of Owners

- 20.1 **Title:** The Owners shall ensure that their ownership right, title and interest in the said Property is and continues to remain good and marketable and free from all encumbrances, defects, deficiencies, liabilities and lis pendens till the completion of the Project and transfer of the Units by registered Deeds of Conveyance in favour of the Transferees without any hindrance to the development in terms of this Agreement and that the title of the Owners is approved by the Banks/Financial Institutions for housing loans to the Transferees. The Owners shall at rectify/remedy defects or deficiencies, if any, in the title and resolve any issue that may arise regarding title or any encumbrance etc. and keep the Developer fully indemnified in this regard.
- 20.2 **Co-operation with Developer:** The Owners undertake to fully co-operate with the Developer for obtaining all Approvals required for development of the said Property and to sign all relevant documents and papers that may be required for the same.
- 20.3 **Documentation and Information:** The Owners undertake to provide the Developer with necessary documentation and information relating to the said Property as may be required by the Developer from time to time.
- 20.4 **No Obstruction to Developer:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions and/or exercising its rights and entitlements under this Agreement.
- 20.5 **No Dealing with the said Property:** Save and except for the implementation of this Agreement and in the manner envisaged by this Agreement, the Owners hereby covenant not to sell, transfer, convey, let out, grant lease, mortgage and/or charge the said Property or any portion thereof and/or enter into any agreement or understanding whatsoever regarding the same till the completion of the entire Project.
- 20.6 **Adherence by Owners:** The Owners have assured the Developer that the Developer shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.



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21. Indemnity

- 21.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owners saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, losses, damages, costs, charges, expenses, compensations, liabilities, demands and consequences (whether criminal or civil) whatsoever suffered by the Owners relating to the development and/or to the construction of the New Buildings and arising from any breach of this Agreement by the Developer and/or arising from any breach, default or violation of any law, permission, rules, regulations or bye-laws relating to development and construction and/or arising out of any accident due to negligence of the Developer during development and construction and/or arising from any of the declarations, representations, agreements and assurances made or given by the Developer being incorrect and/or arising due to any act, omission, breach or default of the Developer.
- 21.2 **By the Owners:** The Owners hereby indemnify and agree to keep the Developer saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, losses, damages, costs, charges, expenses, compensations, liabilities, demands and consequences (whether criminal or civil) whatsoever suffered by Developer relating to the title of the said Property including the ownership right, title and interest of the Owners and/or arising from any breach of this Agreement by the Owners and/or arising due to any defect/deficiency in the title of the said Property and/or due to any encumbrance, etc. relating to the said Property and/or arising from any of the declarations, representations, agreements and assurances made or given by the Owners being incorrect and/or arising due to any act, omission, breach or default of the Owners.

22. Miscellaneous

- 22.1 **Developer to Collect Additional Payments & Deposits:** The Developer shall be entitled to collect in respect of all Units of the New Buildings all additional charges, expenses and/or deposits. These shall include corpus deposit/sinking fund, deposit/expenses for formation of the Maintenance Company, Common Expenses, Maintenance Charges and deposits for the same, municipal taxes and deposits for the same, purchase and installation of generator, deposits demanded by the electric supply authority and other agencies as also the charges and expenses for HT electric equipment and cabling, Project Advocates' Fees, charges for additional work and additional/special amenities, air conditioning charges, club charges (if any) that may be provided in addition/modification of the specifications agreed with the Transferees, charges, out-of-pocket expenses and fees payable for changes/ regularization/ completion under applicable Rules or provisions, etc. and morefully described in **Third Schedule** hereunder written (hereinafter referred to as "**Additional Payments & Deposits**"). It is clarified that the aforesaid additional charges, expenses and/or deposits shall belong exclusively to the Developer and shall not be included as part of Sale Proceeds.
- 22.2 **Documentation:** The documents for transfer including Agreements for Sale of Units and Deeds of Conveyance for the New Buildings/Project shall be prepared by "**Project Advocates**" appointed by the Developer. The same shall contain



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similar rights and obligations regarding the usage and enjoyment of all the constructed spaces of the New Buildings. Format of the Deeds of Conveyance and the Agreements for Sale to be executed with the Transferees shall also be approved by the Owners in accordance with this Agreement. The fees and cost of preparation, stamping, registration and other charges of the Agreements for Sale and the Deeds of Conveyance shall be paid by the Transferees of the Units of the New Buildings.

- 22.3 **Additional/Further Construction:** If at any time additional/further constructions becomes permissible on the said Property due to any additional FAR being available, then such additional sanctioned area shall be constructed upon by the Developer. The net Sale Proceeds of the additional/further construction (to be determined by deducting the costs, charges and expenses for the additional sanction including all other miscellaneous and incidental costs related to such additional sanction and the cost of such additional/further construction from the gross Sale Proceeds of the additional/further construction) shall be shared by the Owners and the Developer in their agreed ratio.
- 22.4 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.
- 22.5 **Validity:** The parties are executing this Agreement as a legally binding contract with intent to be bound by the terms hereof. If any term or provision herein contained shall be held to be invalid or unenforceable, the same shall not affect the validity or enforceability of the other provisions of this Agreement and the parties shall endeavour to replace such term or provision with a valid and enforceable term or provision which corresponds best to the original intention.
- 22.6 **Counterparts:** This Agreement is being executed in duplicate. The original Agreement shall be stamped and registered at the costs and expenses of the Developer and the Developer shall be entitled to the custody of the same. The duplicate copy of the Agreement shall be retained by the Owners.
- 22.7 **Essence of the Contract:** The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 22.8 **No Partnership:** The Owners and the Developer have entered into this Agreement purely on a principal-to-principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 22.9 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.
- 22.10 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.



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- 22.11 **Name of New Buildings:** The name of the New Buildings shall be decided by the Developer.
- 22.22 **Representatives of the Parties:** The Owners shall be represented by Mr. Arvind Kumar Meharia for all matters relating to the said Property and this Agreement and his acts and decisions shall be binding on the Owners. The Developer shall be represented by Mr. Gagan Lohia for all matters relating to the said Property and this Agreement and his acts and decisions shall be binding on the Developer.

23. Force Majeure

- 23.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement including which arises from, or is attributable to Acts of God, natural calamities, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, storm, tempest, fire, explosion, earthquake, subsidence, epidemic, pandemic or other natural physical disaster, war, military operations, riot, crowd disorder, strike, lock-outs, lockdown, labour unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material in West Bengal, lockdown or any other restriction imposed by Government or any authority, delays due to any elections, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permissions or sanctions for reasons beyond the reasonable control of either Party) or any Government or Court orders.
- 23.2 If the Developer/ Owner is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, then the Developer shall not be deemed to have defaulted in the performance of its contractual obligations and the time periods mentioned in this Agreement shall stand extended only for the Force Majeure Period.

23.3 Notice of Force Majeure Event

As soon as practicable and in any case within 1 (one) month of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Developer, if it is rendered wholly or partially unable to perform any of its obligations under the Agreement because of a Force Majeure Event, shall notify the Owners of the same.

23.4 Resumption of Performance

During the period of Force Majeure, the Developer, shall, in consultation with the Owners, make all reasonable efforts to limit or mitigate effect of Force Majeure Event on performance of its obligations under the Agreement. The Developer shall also make efforts to resume performance of its obligations under the Agreement as soon as possible and upon resumption, shall notify the Owners of the same in writing.



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24. Amendment/Modification

The parties may add to, alter, amend and/or modify this Agreement or any part hereof in such manner as may be mutually agreed in writing provided however it shall not be necessary to register such writing. No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and/or unless the same is mutually accepted and admitted by the parties.

- 25. Notices:** All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of dispatch of such notice by prepaid registered speed post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid. In case giving of any notice by registered speed post is prevented by Force Majeure event and it is possible to send and receive notice by email, then it shall be sent by e-mail to the other party and its Advocates and thereafter also sent by registered speed post immediately upon such mode of dispatch being possible. Any notice sent by e-mail shall be sent to all of the following e-mail addresses:

<u>Owners</u>		<u>e-mail address</u>
Mr. Arbind Maheria	:	a.k.meharia.1961@gmail.com
<u>Developer</u>		<u>e-mail address</u>
Mr. Gagan Lohia	:	gagganlohia@realmarkrealty.in

26. Defaults and Consequences

- 26.1** In case of at any point of time any defect in title of the said Property is found and/or if any disputes arises owing to any claim of any third party regarding the title of the said Property, then the Developer shall give a notice, in writing, to the Owners giving time of 30 (thirty) days to remedy the defect, lacuna and in case the Owners fail to remedy the same within such 30 (thirty) days subject to Force Majeure, The Developer shall be entitled, but not obliged, to take steps for remedying such defect, lacuna on behalf of the Owners at the costs of the Owners.
- 26.2** Notwithstanding the aforesaid, either party shall be entitled to seek specific performance of this Agreement against the other party provided the party seeking specific performance has complied with its/their obligations under this Agreement that are required to be completed by that time.



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26.3 **Unilateral Cancellation:** Neither party hereto can unilaterally cancel or rescind this Agreement at any time unless such party is entitled to do so by express terms of this Agreement contained elsewhere herein upon default of the other party.

27. **Arbitration**

Any dispute or difference between the parties hereto relating to and/or concerning the said Property or any portion thereof and/or arising out of and/or relating to and/or concerning this Agreement or any term or condition herein contained and/or any breach thereof and/or relating to interpretation thereof shall be resolved by mutual discussions between the parties amicably, failing which the same shall be referred to an arbitral tribunal to be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The Arbitral Tribunal shall consist of three arbitrators one to be appointed by the Owners, one to be appointed by the Developer and the two arbitrators so appointed shall appoint the third arbitrator. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the Arbitral Tribunal shall have summary powers and may make or give interim orders, awards and/or directions and shall be entitled to grant specific performance, damages, interest, etc. The Arbitral Tribunal shall be entitled to avoid all rules relating to evidence and procedure as are expressly avoidable under the law but shall give reasons for the award. The Award(s) made by the Arbitral Tribunal shall be final and the parties agree to be bound by the same.

28. **Jurisdiction**

In connection with the aforesaid arbitration proceedings, the Courts at Kolkata only shall have exclusive jurisdiction to receive, entertain, try and determine all actions and proceedings.

29. **Rules of Interpretation:**

29.1 **Statutes:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.

29.2 **Number:** In this Agreement, any reference to singular includes plural and vice-versa.

29.3 **Gender:** In this Agreement, words denoting any gender includes all other genders.



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- 29.4 **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.
- 29.5 **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.
- 29.6 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 29.7 **Headings:** In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

30. **Schedules:**

First Schedule

("the said Property")

ALL THAT the piece or parcel of land measuring about 1 (one) Bigha 15 (fifteen) Cottahs 5 (five) Chittacks and 1 (one) square feet together with the buildings, dwelling units, outhouses, sheds, other structures about 16418.1926 (sixteen thousand four hundred and eighteen point one nine two six) square feet standing thereon, situate lying at and being Municipal Premises No. 189/B, Netaji Subhas Chandra Bose Road, Police Station Tollygunge, Kolkata-700040 within Ward No.98 of the Kolkata Municipal Corporation and the said Property is delineated on the Plan attached hereto and bordered in **Green** colour thereon and butted and bounded as follows in the following manner:

- On the North:** By South-West KMC Road;
On the East: By 199 NSC Bose Road;
On the South: By 39' wide Regent Grave Road; and
On the West: By Regent Grave Road.

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



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Second Schedule
(Devolution of Title)

1. By an Indenture dated 14th December, 1940, registered at the office of the Additional District Sub-Registrar, Alipore, South 24 Parganas, in Book No. 1, Volume No. 8, at Pages 131 to 136, being Deed No. 89 of 1941, Khondkar Fazies Sobhan and Fuzal Haque sold land measuring about 1 (one) Bigha 15 (fifteen) Cottahs 5 (five) Chittacks and 1 (one) Square Feet, being the portion of C.S. Dag No. 116 and 118, recorded under C.S. Khatian Nos. 160, 267, 150 and 255, Touji Nos. 151 and 152, Mouza Khaspur, Parganas Khaspur, Police Station Tollygunge, District 24 Parganas, in favour of Smt. Ela Chatterjee and Kanailal Chatterjee ("**Joint Land of Smt. Ela Chatterjee and Kanailal Chatterjee**").
2. By a Deed of Partition dated 31st July, 1946, registered at the office of the District Sub-Registrar, Alipore, 24 Parganas, in Book No. 1, Volume No. 53, at Pages 9 to 20, being Deed No. 2740 for the year 1946, made between the said Smt. Ela Chatterjee and Kanailal Chatterjee, whereby the Joint Land of Smt. Ela Chatterjee and Kanailal Chatterjee was divided and demarcated into 2 (two) parts. And Smt. Ela Chatterjee was allotted land measuring about 18 (eighteen) Cottahs 2 (two) Chittacks and 10 (ten) Square Feet out of the Joint Land of Smt. Ela Chatterjee and Kanailal Chatterjee ("**Smt. Ela Chatterjee's Property**") and Kanailal Chatterjee was allotted land measuring about 17 (seventeen) Cottahs 2 (two) Chittacks and 36 (thirty six) Square Feet, being the remaining portion of Joint Land of Smt. Ela Chatterjee and Kanailal Chatterjee ("**Kanailal Chatterjee's Property**").
3. Subsequently, the share of Smt. Ela Chatterjee in the Joint Land of Smt. Ela Chatterjee and Kanailal Chatterjee, being land measuring about 18 (eighteen) Cottahs 2 (two) Chittacks and 10 (ten) Square Feet has been renamed and came to be known as Municipal Premises No. 189/A, Netaji Subhas Chandra Bose Road (previously known as Municipal Premises No. 3, Regent Grove Road), Kolkata-700040.
4. By a Deed of Sale dated 19th April, 1947, registered at the office of the Sadar Joint Sub-Registrar, Alipore, in Book No. 1, Volume No. 27, at Pages 30 to 36, being Deed No. 1253 for the year 1947, Kanailal Chatterjee sold the entirety of Kanailal Chatterjee's Property, being land measuring about 17 (seventeen) Cottahs 2 (two) Chittacks and 36 (thirty six) Square Feet, in favour of Debi Prasanna Chatterjee ("**Debi Prasanna Chatterjee's Property**").
5. Subsequently, Debi Prasanna Chatterjee's Property, being land measuring about 17 (seventeen) Cottahs 2 (two) Chittacks and 36 (thirty six) Square Feet has been renamed and came to be known as Municipal Premises No. 189/B, Netaji Subhas Chandra Bose Road, Kolkata-700040.
6. Debi Prasanna Chatterjee died on 19th August, 1974, after publishing his last Will and Testament dated 14th October, 1970 ("**Will of Debi Prasanna Chatterjee**"), whereby Late Debi Prasanna Chatterjee bequeathed all his movables, immovables properties including Debi Prasanna Chatterjee's Property, in favour of his wife Smt. Ela Chatterjee



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with power to sell, transfer, make gift or otherwise dispose of all his properties including Debi Prasanna Chatterjee's Property.

7. Smt. Ela Chatterjee subsequently applied before the District Delegate Judge at Alipore for grant of Probate and by an Order dated 16th September, 1976, the Learned 5th Senior Judge, Alipore granted probate in Case No. 184 of 1978 under Act 39 on 20th December, 1976.
8. Thus, by virtue of the Will of Debi Prasanna Chatterjee and the said Probate Order dated 20th December, 1976, Smt. Ela Chatterjee became the absolute owner of entirety of the Debi Prasanna Chatterjee's Property, being land measuring about 17 (seventeen) Cottahs 2 (two) Chittacks and 36 (thirty six) Square Feet, situate, lying at and being Municipal Premises No. 189/B, Netaji Subhas Chandra Bose Road, Kolkata-700040.
9. By a Deed of Lease dated 12th October, 1988, registered at the office of the Additional District Sub-Registrar, Alipore, in Book No. 1, Volume No. 282, at Pages 1 to 6, being Deed No. 11927 for the year 1988, Smt. Ela Chatterjee (as lessor) granted lease for a period of 99 (ninety nine) years in respect with land measuring about 7 (seven) Cottahs out of Ela Chatterjee's Property, situate, lying at and being Municipal Premises No. 189/A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Chiradip Lahiri and Smt. Indrani Lahiri (jointly being the lessee).
10. Smt. Ela Chatterjee, a Hindu, died on 2nd November, 1998 after having published her last Will and Testament dated 31st December, 1991 ("**Will of Smt. Ela Chatterjee**") and surviving her 2 (two) sons, namely, Partha Chatterjee and Siddhartha Chatterjee and 2 (two) daughters, namely, Smt. Indrani Lahiri and Smt. Padmini Chatterjee.
11. By virtue of Will of Smt. Ela Chatterjee, Smt. Ela Chatterjee bequeathed upper floor flat at Premises No. 3, Regent Grove Kolkata-700040 in favour of her eldest son Partha Chatterjee and daughter-in law Vivene Teeresa Chatterjee. She further bequeathed ground floor flat in favour Jaydeep Lahiri, being the younger son of her daughter Smt. Indrani Lahiri. Further, land measuring about 7 (seven) Cottahs, situate, lying at and being Municipal Premises No. 3, Regent Grove, Kolkata-700040 was bequeathed in favour of Chirodeep Lahiri and Smt. Indrani Lahiri. And out of the other portion of Municipal Premises No. 3, Regent Grove containing land measuring about 17.5 (seventeen point five) Cottahs, land measuring about 3.5 (three point five) Cottahs was bequeathed in favour of Smt. Maruska Chatterjee, being her grand-daughter from her daughter Padmini Chatterjee and the balance land measuring about 14 (fourteen) Cottahs was bequeathed in favour of her two sons, Partha Chatterjee and Siddhartha Chatterjee. It is important to note that, Smt. Ela Chatterjee did not bequeath any property to her daughter Padmini Chatterjee.
12. Smt. Ela Chatterjee appointed her younger son Siddhartha Chatterjee as her only Executor of the Will of Smt. Ela Chatterjee, who after demise of Smt. Ela Chatterjee has applied for probate of the said Will of Smt. Ela Chatterjee before the Hon'ble High Court at Calcutta, vide P.L.A. No. 128 of 2001. The said probate application was contested and thus was renumbered as Testamentary Suit No. 4 of 2012 ("**Said Testamentary Suit**").



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13. During pendency of the Said Testamentary Suit, Smt. Indrani Lahiri, being one of the daughters of Late Ela Chatterjee, died on 3rd September, 2003, leaving behind surviving her 2 (two) sons, namely, Joydeep Lahiri and Chiradeep Lahiri as her only legal heirs and successors.
14. During the pendency of the Said Testamentary Suit, Siddhartha Chatterjee, being one of the sons and sole executor of Will of Smt. Ela Chatterjee died on 7th May, 2016, leaving behind him surviving his only son Debaprem Chatterjee, as his only legal heir.
15. During the pendency of the Said Testamentary Suit, all legatees of Late Ela Chatterjee arrived into a settlement and the Will of Smt. Ela Chatterjee could not be proved before the Hon'ble High Court. Subsequently, after the demise of the sole executor Siddhartha Chatterjee, all legatees of Late Ela Chatterjee prayed before the Hon'ble High Court and the Said Testamentary Suit was dismissed on the ground of non-prosecution by its Order dated 20th June, 2019. Thus, Partha Chatterjee, Smt. Padmini Chatterjee, Joydeep Lahiri, Chiradeep Lahiri and Debaprem Chatterjee (collectively "**Partha Chatterjee And Others**") became the joint owners of the Municipal Premises No. 189A, Netaji Subhas Road and 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, each of them having their respective share therein.
16. During the pendency of the Said Testamentary Suit, both Partha Chatterjee and Siddhartha Chatterjee entered into an Agreement For Development dated 15th January, 2001 with Pace Dealcom Private Limited in respect with land measuring about 17 (seventeen) Cottahs 2 (two) Chittacks and 6 (thirty six) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040. A Power of Attorney dated 3rd January, 2000 was also granted in favour of Pace Dealcom Private Limited.
17. During the pendency of the Said Testamentary Suit, by a Deed of Conveyance dated 6th February, 2012, registered at the office of the Additional Registrar of Assurances-I, Kolkata, in Book No. 1, CD Volume No. 7, at Pages 1215 to 1229, being Deed No. 2929 for the year 2012, Partha Chatterjee sold his undivided 1/4th (one-fourth) share in land measuring about 12 (twelve) Cottahs, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Pace Dealcom Private Limited (being the Owner No. 1 herein).
18. By another Deed of Conveyance dated 6th October, 2012, registered at the office of the Additional Registrar of Assurances-I, Kolkata, in Book No. 1, Volume No. 1901-2018, at Pages 223762 to 223788, being Deed No. 190105395 for the year 2018, Partha Chatterjee sold his undivided 1/4th (one-fourth) share in land measuring about 17 (seventeen) Cottahs 6 (six) Chittacks and 36 (thirty six) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Pace Dealcom Private Limited (being the Owner No. 1 herein).
19. By another Deed of Conveyance dated 1st July, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. 1, Volume No. 1601-2019, at Pages 93172 to 93204, being Deed No. 160101941 for the year 2019, Partha Chatterjee [being represented by his constituted attorney Pradeep Banerjee, appointed by a Power of Attorney dated 6th February, 2012, registered at the office of the Additional Registrar



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- of Assurance-III, Kolkata, in Book No. IV, CD Volume No. 2, at Pages 546 to 556, being Deed No. 00736 for the year 2012] sold his undivided 1/4th (one-fourth) share in land measuring 7 (seven) Cottahs equivalent to land measuring about 1 (one) Cottah and 12 (twelve) Chittacks, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Pace Dealcom Private Limited (being the Owner No. 1 herein).
20. By a Deed of Conveyance dated 25th July, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 107267 to 107306, being Deed No. 160102228 for the year 2018, Smt. Padmini Chatterjee sold her undivided 1/4th (one-fourth) share in land measuring about 17 (seventeen) Cottahs 2 (two) Chittacks and 36 (thirty six) Square Feet equivalent to land measuring about 4 (four) Cottahs 4 (four) Chittacks and 32 (thirty two) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Smt. Maruska Chatterjee, being the daughter of Smt. Padmini Chatterjee and one of legatees of Will of Smt. Ela Chatterjee and Pace Dealcom Private Limited have confirmed the sale made by virtue of the said Deed No. 160102228 for the year 2018.
21. By another Deed of Conveyance dated 25th July, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 107339 to 107377, being Deed No. 160102229 for the year 2019, Smt. Padmini Chatterjee sold her undivided 1/4th (one-fourth) share in land measuring about 7 (seven) Cottahs equivalent to land measuring about 1 (one) Cottah and 12 (twelve) Chittacks, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Smt. Maruska Chatterjee, being the daughter of Smt. Padmini Chatterjee and one of legatees of Will of Smt. Ela Chatterjee and Pace Dealcom Private Limited have confirmed the sale made by virtue of the said Deed No. 160102229 for the year 2018.
22. By another Deed of Conveyance dated 25th July, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 107378 to 107415, being Deed No. 160102230 for the year 2019, Smt. Padmini Chatterjee sold her undivided 1/4th (one-fourth) share in land measuring about 11 (eleven) Cottahs 2 (two) Chittack and 10 (ten) Square Feet equivalent to land measuring about 2 (two) Cottah 12 (twelve) Chittacks and 33 (thirty three) Square Feet, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Smt. Maruska Chatterjee, being the daughter of Smt.



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Padmini Chatterjee and one of legatees of Will of Smt. Ela Chatterjee and Pace Dealcom Private Limited have confirmed the sale made by virtue of the said Deed No. 160102230 for the year 2018.

23. By a Deed of Conveyance dated 25th July, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 107463 to 107500, being Deed No. 160102233 for the year 2019, Debaprem Chatterjee sold his undivided 1/12th (one-twelfth) share in land measuring about 17 (seventeen) Cottahs 2 (two) Chittack and 36 (thirty six) Square Feet equivalent to land measuring about 1 (one) Cottah 6 (six) Chittacks and 40.5 (forty point five) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.
24. By a Deed of Conveyance dated 25th July, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 107501 to 107536, being Deed No. 160102234 for the year 2019, Debaprem Chatterjee sold his undivided 1/12th (one-twelfth) share in land measuring about 7 (seven) Cottahs equivalent to land measuring about 9 (nine) Chittacks and 15 (fifteen) Square Feet, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.
25. By a Deed of Conveyance dated 25th July, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 107537 to 107572, being Deed No. 160102235 for the year 2019, Debaprem Chatterjee sold his undivided 1/12th (one-twelfth) share in land measuring about 11 (eleven) Cottahs 2 (two) Chittacks and 10 (ten) Square Feet equivalent to land measuring about 14 (fourteen) Chittacks and 38.5 (thirty eight point five) Square Feet, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.
26. By a Deed of Conveyance dated 11th September, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 138816 to 138856, being Deed No. 160102842 for the year 2019, Debaprem Chatterjee sold his undivided 1/12th (one-twelfth) share in land measuring about 17 (seventeen) Cottahs 2 (two) Chittack and 36 (thirty six) Square Feet equivalent to land



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measuring about 1 (one) Cottah 6 (six) Chittacks and 40.5 (forty point five) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.

27. By a Deed of Conveyance dated 11th September, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 138857 to 138896, being Deed No. 160102843 for the year 2019, Debaprem Chatterjee sold his undivided 1/12th (one-twelfth) share in land measuring about 7 (seven) Cottahs equivalent to land measuring about 9 (nine) Chittacks and 15 (fifteen) Square Feet, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.
28. By another Deed of Conveyance dated 11th September, 2019, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 138897 to 138936, being Deed No. 160102844 for the year 2019, Debaprem Chatterjee sold his undivided 1/12th (one-twelfth) share in land measuring about 11 (eleven) Cottahs 2 (two) Chittack and 10 (ten) Square Feet equivalent to land measuring about 14 (fourteen) Chittacks and 38.5 (thirty eight point five) Square Feet, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.
29. By a Deed of Conveyance dated 6th May, 2022, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2019, at Pages 260199 to 260232, being Deed No. 160107486 for the year 2022, Debaprem Chatterjee sold his undivided 1/12th (one-twelfth) share in land measuring about 17 (seventeen) Cottahs 2 (two) Chittack and 36 (thirty six) Square Feet equivalent to land measuring about 1 (one) Cottah 6 (six) Chittacks and 40.5 (forty point five) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.



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30. By a Deed of Conveyance dated 18th May, 2022, registered at the office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, Volume No. 1603-2022, at Pages 260094 to 260128, being Deed No. 160307475 for the year 2022, Joydip Lahiri sold his undivided 1/8th (one-eighth) share in land measuring about 17 (seventeen) Cottahs 2 (two) Chittacks and 36 (thirty six) Square Feet equivalent to land measuring about 2 (two) Cottahs 2 (two) Chittacks and 16 (sixteen) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.
31. By another Deed of Conveyance dated 18th May, 2022, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1603-2022, at Pages 260020 to 260057, being Deed No. 160307472 for the year 2022, Joydip Lahiri sold his undivided 1/8th (one-eighth) share in land measuring about 7 (seven) Cottahs equivalent to land measuring about 14 (fourteen) Chittacks, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.
32. By another Deed of Conveyance dated 18th May, 2022, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1603-2022, at Pages 260058 to 260093, being Deed No. 160307476 for the year 2022, Joydip Lahiri sold his undivided 1/8th (one-eighth) share in land measuring about 11 (eleven) Cottahs 2 (two) Chittacks and 10 (ten) Square Feet equivalent to land measuring about 1 (one) Cottah 6 (six) Chittacks and 17 (seventeen) Square Feet, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.
33. By a Deed of Conveyance dated 8th September, 2021, registered at the office of the District Sub-Registrar-III, South 24 Parganas, in Book No. I, Volume No. 1601-2021, at Pages 110472 to 110517, being Deed No. 160102073 for the year 2021, Chiradeep Lahiri sold his undivided 1/8th (one-eighth) share in land measuring about 17 (seventeen) Cottahs 2 (two) Chittacks and 36 (thirty six) Square Feet equivalent to land measuring about 2 (two) Cottahs 2 (two) Chittacks and 16 (sixteen) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates



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Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.

34. By another Deed of Conveyance dated 8th September, 2021, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2021, at Pages 110730 to 110774, being Deed No. 160102078 for the year 2021, Chiradeep Lahiri sold his undivided 1/8th (one-eighth) share in land measuring about 7 (seven) Cottahs equivalent to land measuring about 14 (fourteen) Chittacks, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.
35. By another Deed of Conveyance dated 8th September, 2021, registered at the office of the District Sub-Registrar-I, South 24 Parganas, in Book No. I, Volume No. 1601-2021, at Pages 110427 to 110471, being Deed No. 160102072 for the year 2021, Chiradeep Lahiri sold his undivided 1/8th (one-eighth) share in land measuring about 11 (eleven) Cottahs 2 (two) Chittacks and 10 (ten) Square Feet equivalent to land measuring about 1 (one) Cottah 6 (six) Chittacks and 17 (seventeen) Square Feet, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040, in favour of Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein). Pace Dealcom Private Limited (being the Owner No. 1 herein) has confirmed the sale made herein in the capacity of erstwhile developer.
36. Thus, Pace Dealcom Private Limited (being the Owner No. 1 herein), Romex Agencies Private Limited (being the Owner No. 2 herein), Nilachal Estates Private Limited (being the Owner No. 3 herein), Smartland Estates Private Limited (being the Owner No. 4 herein) and Arvind Kumar Meharia (being the Owner No. 5 herein) become the joint and absolute owners of land measuring about (i) 18 (eighteen) Cottahs 2 (two) Chittacks and 10 (ten) Square Feet, situate, lying at and being Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040 and (ii) 17 (seventeen) Cottahs 2 (two) Chittacks and 36 (thirty six) Square Feet, situate, lying at and being Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, totalling to land measuring 35 (thirty five) Cottahs 5 (five) Chittacks and 1 (one) Square Feet.
37. By dated 27-06-2022, Municipal Premises No. 189A, Netaji Subhas Chandra Bose Road, Kolkata-700040 and 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040 were amalgamated into one single Municipal holding and came to be known as Municipal Premises No. 189B, Netaji Subhas Chandra Bose Road, Kolkata-700040, i.e. the said Property.



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Third Schedule
(Additional Payments & Deposits)

Following additional costs are to be paid by the Purchaser/s exclusively to the Developer, prior/before taking possession of the Unit/Car Parking Spaces or any other spaces in the Project.

1. Amounts payable towards Stamp Duty, Registration Fees and other legal and Miscellaneous charges as may be applicable.
2. CESC/WSSEB and H.T. Lines and proportionate share of security deposit paid by the Developer to the CESC/WSSEB towards L.T. Line and/or H.T. Line and meter/ sub-meter/transformers and allied equipment.
3. Maintenance deposit for first one year to be paid Subject To changes at the discretion of the Developer.
4. Regular monthly maintenance deposit and proportionate sharing the corporation taxes and other outgoings.
5. Cost of extra work done at the request of the Transferee/s apart from those specified in the Fourth Schedule.
6. Upgradation of fixtures and fittings: improved specifications of construction of the said complex over and above the Specifications described hereinabove and paid separately by the purchaser.
7. Diesel Generator Charges.
8. Legal Charges Sinking Fund deposit.
9. Club charges.
10. Deposits towards Municipal rates and taxes.
11. GST and any other tax and imposition levied by the State Government, Central Government or any other authority on the sale of the unit(s) collected from the purchasers.
12. Common Expenses/Maintenance Charges/Deposits: proportionate share of the common expenses/maintenance charges as may be levied.
13. Electricity Meter: Security deposit and all other billed charges of the supply agency for providing electricity meter to the Complex/New Building (s), at actual.
14. Internal Layout Change: any internal change made in the layout of the Owner's Allocation and/or upgradation of fixtures and fittings and paid separately by the purchasers.

Fourth Schedule
Specifications

Living / Dining / Lobby / Passage	
Floor	Vitrified Tiles
Walls & Ceiling	POP/wall putty
Bedrooms	
Floor	Vitrified Tiles in Bedrooms
Walls	POP/wall putty



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Kitchen	
Walls	Rectified Joint Free tiles up to 2'- 0" on counter walls and wash areas, Balance POP
Floor	Tiles
Counter	Granite Counter
Fitting / Fixtures	Stainless Steel Sink with reputed make fittings
Bathrooms	
Walls & Floor	Walls – Joint Free Rectified tiles, Floor - Anti Skid Ceramic tiles
Sanitary Ware / CP Fittings	Reputed sanitary ware and fittings
Doors & Windows	
Entrance Doors	Flush Doors
Internal Doors	Flush Doors
Windows	Sliding Aluminium windows
Electrical	
Modular switches with copper wiring	
Power Backup	For common areas
Apartment Type	Power Backup at extra cost
Lobby	
Entrance Lobby	Exquisitely designed at ground floor
Lift	Lift of reputed make
CCTV, Intercom Facility	



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31. Execution and Delivery

In Witness Whereof the Parties have executed this Agreement on the date mentioned above.

<p>For PACE DEALCOM PVT. LTD.</p> <p> _____ Director</p> <p>_____ (Director) (Pace Dealcom Private Limited)</p>	<p>ROMEX AGENCIES PRIVATE LIMITED</p> <p> _____ Director</p> <p>_____ (Director) (Romex Agencies Private Limited)</p>
<p>For NILANCHAL ESTATES PVT. LTD.</p> <p> _____ Director</p> <p>_____ (Director) (Nilanchal Estates Private Limited)</p>	<p>For Smartland Estates Pvt. Ltd.</p> <p> _____ Director</p> <p>_____ (Director) (Smartland Estates Private Limited)</p>

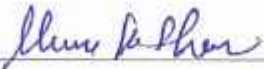
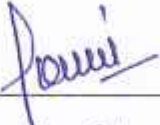


 (Arvind Kumar Meharia)

[Owners]
 REALMARK EVANA LLP


 Designated Partner / Authorized Signatory
 (Realmark Evana LLP)
 [Gagan Lohia]
 (Designated Partner)
 [Developer]

Witnesses:

Signature 	Signature 
Name <u>Mukesh K. Sharma</u>	Name <u>Gouri Shankar Laskar</u>
Father's Name <u>Vijay Sharma</u>	Father's Name <u>Balgabind Laskar</u>
Address <u>37/5 V.O. Road</u>	Address <u>10 C Chowringhee Road</u>
<u>18-B, Hooghly 712 248.</u>	<u>West - 71</u>

WITNESS :


 Advocate Esha Ganguly
 High Court
 Regd.- F1559/2009

Prepared by me

BAPI DAS
 Advocate
 Alipore Police Court
 Kolkata-700 027
 Regd No -WB-613/2001



DISTRICT SUB REGISTRAR-III
SOUTH 24 P.S. ALIPORE
18 JUL 2023

Memo of Deposits

RECEIVED from the Developer an aggregate sum of Rs.4,40,00,000/- (Rupees four crores forty lacs) being portion of Deposits payable at the time of execution of this Agreement in terms of Clause 12.2 hereof as per the following details:

Chq. No.	Date	Amount
000006	02-03-2019	50,00,000/-
000007	05-03-2019	5,00,000/-
000095	08-07-2019	20,00,000/-
000096	08-07-2019	60,00,000/-
000098	07-08-2019	20,00,000/-
000097	07-08-2019	20,00,000/-
000119	04-10-2019	5,00,000/-
000199	11-03-2021	20,00,000/-
000200	11-03-2021	20,00,000/-
000201	11-03-2021	20,00,000/-
000202	11-03-2021	20,00,000/-
000203	11-03-2021	20,00,000/-
000204	11-03-2021	20,00,000/-
000205	23-03-2021	5,00,000/-
000245	27-08-2021	30,00,000/-
RTGSKKBKH21352807153	18-12-2021	5,00,000/-
RTGSKKBKR52021122100907495	21-12-2021	20,00,000/-
RTGSKKBKR52022011800664177	18-01-2022	10,00,000/-
KKBKR52023070300722366	03-07-2023	28,00,000/-
KKBKR5202307040063645338	04-07-2023	9,00,000/-
Chq. 000367	18-07-2023	33,00,000/-

Total Rs. 4,40,00,000/-

For PACE DEALCOM PVT. LTD.

Director

[Arvind Kumar Meharia]
(Pace Dealcom Private Limited)

For NILANCHAL ESTATES PVT. LTD.

Director

[Arvind Kumar Meharia]
(Nilanchal Estates Private Limited)

ROMEX AGENCIES PRIVATE LIMITED

Director

[Arvind Kumar Meharia]
(Romex Agencies Private Limited)

For Smartland Estates Pvt. Ltd.

Director

[Arvind Kumar Meharia]
(Smartland Estates Private Limited)

(Arvind Kumar Meharia)

[Owner]

Witnesses:

Signature

Name

Father's Name

Address

Chakradharpada, Nadia-741022

Signature

Name

Father's Name

Address

Kolkata 700071

Bishu Singh

ESHA GANGULY

Tapan K. Ganguly

Kalyan (e)

Siddhant Dhanania

Siddhant Dhanania

Ashok Dhanania

1, Lord Sinha Road



DISTRICT SUB REGISTRAR-III
SOUTH 2 PGS ALIPORE
18 JUL 2023



Left hand					
Right hand					

Name..... GAGAN LOHIA

Signature.....

Thumb 1st Finger Middle Finger Ring Finger Small Finger



Left hand					
Right hand					

Name..... ARVIND KUMAR MEHARIA

Signature.....

Thumb 1st Finger Middle Finger Ring Finger Small Finger



Left hand					
Right hand					

Name.....

Signature.....



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS ALIPORE
18 JUL 2023



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



150720232012893987

GRIPS Payment Detail

GRIPS Payment ID:	150720232012893987	Payment Init. Date:	15/07/2023 12:16:38
Total Amount:	515042	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	2990412667427	BRN Date:	15/07/2023 12:17:23
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

Depositor Details

Depositor's Name:	REALMARK EVANA LLP
Mobile:	9674964312

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240128939888	Directorate of Registration & Stamp Revenue	515042
Total			515042

IN WORDS: FIVE LAKH FIFTEEN THOUSAND FORTY TWO ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.



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



192023240128939888

GRN Details

GRN:	192023240128939888	Payment Mode:	SBI Epay
GRN Date:	15/07/2023 12:16:38	Bank/Gateway:	SBIPay Payment Gateway
BRN :	2990412667427	BRN Date:	15/07/2023 12:17:23
Gateway Ref ID:	0192408976	Method:	Kotak Mahindra Bank NB
GRIPS Payment ID:	150720232012893987	Payment Init. Date:	15/07/2023 12:16:38
Payment Status:	Successful	Payment Ref. No:	2001654100/1/2023
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	REALMARK EVANA LLP
Address:	209 AJC BOSE ROAD, KARNANI ESTATE ROOM NO 192,5 FLOOR, West Bengal, 700017
Mobile:	9674964312
Depositor Status:	Others
Query No:	2001654100
Applicant's Name:	Mr Bapi Das
Identification No:	2001654100/1/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	15/07/2023
Period To (dd/mm/yyyy):	15/07/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001654100/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2001654100/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	440021
			Total	515042

IN WORDS: FIVE LAKH FIFTEEN THOUSAND FORTY TWO ONLY.

Major Information of the Deed

Deed No :	I-1603-10538/2023	Date of Registration	18/07/2023
Query No / Year	1603-2001654100/2023	Office where deed is registered	
Query Date	26/06/2023 11:33:41 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Bapi Das Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9836980696, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 4,40,00,000/-]		
Set Forth value	Market Value		
	Rs. 6,91,50,796/-		
Stampduty Paid(SD)	Registration: Fee Paid		
Rs. 75,071/- (Article:48(g))	Rs. 4,40,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		



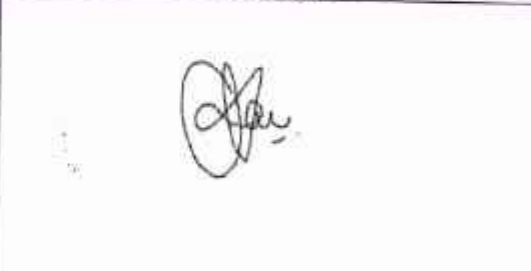
Land Details :

District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: N.S.C Bose Road, Road Zone : (Ward No. 98 -- Ward No. 98) , , Premises No: 189B, , Ward No: 098 Pin Code : 700040

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	1 Bigha 15 Katha 5 Chatak 1 Sq Ft		6,91,50,796/-	Property is on Road
Grand Total :				58.2679Dec	0 /-	691,50,796 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	PACE DEALCOM PRIVATE LIMITED EVEREST HOUSE, 46C, CHOWRINGHEE ROAD, Flat No: 9F, City:- Kolkata, P.O:- LITTLE RUSSE STREET, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071 , PAN No.:: AExxxxxx6K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

2	ROMEX AGENCIES PRIVATE LIMITED 9F, EVEREST HOUSE, 46C, CHOWRINGHEE ROAD, City:- Kolkata, P.O:- LITTLE RUSSE STREET, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071 , PAN No.:: AAxxxxxx8P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			
3	NILACHAL ESTATES PRIVATE LIMITED 9F, EVEREST HOUSE, 46C, CHOWRINGHEE ROAD, City:- Kolkata, P.O:- LITTLE RUSSE STREET, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071 , PAN No.:: AAxxxxxx6D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			
4	SMARTLAND ESTATES PRIVATE LIMITED Block/Sector: 9F, EVEREST HOUSE, 46C, CHOWRINGHEE ROAD, City:- Kolkata, P.O:- LITTLE RUSSE STREET, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071 , PAN No.:: AAxxxxxx1B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			
5	Name	Photo	Finger Print	Signature
	Mr ARVIND KUMAR MEHARIA Son of Late HANUMAN DAS MEHARIA Executed by: Self, Date of Execution: 18/07/2023 , Admitted by: Self, Date of Admission: 18/07/2023 ,Place : Office			
	18/07/2023	LTI 18/07/2023	18/07/2023	
	9F, EVEREST HOUSE, 46C, CHOWRINGHEE ROAD, City:- Kolkata, P.O:- LITTLE RUSSE STREET, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AAxxxxxx7H, Aadhaar No: 73xxxxxxxx4055, Status :Individual, Executed by: Self, Date of Execution: 18/07/2023 , Admitted by: Self, Date of Admission: 18/07/2023 ,Place : Office			


Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	REALMARK EVANA LLP 5TH FLOOR, KARNANI ESTATES, 209, A. J. C. Bose Road, City:- , P.O:- CIRCUS AVENUE, P.S:-Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700017 , PAN No.:: AAxxxxxx5M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr ARVIND KUMAR MEHARIA Son of Late HANUMAN DAS MEHARIA Date of Execution - 18/07/2023, , Admitted by: Self, Date of Admission: 18/07/2023, Place of Admission of Execution: Office
	
	Jul 18 2023 1:16PM
	
	LTI 18/07/2023
	
	18/07/2023

29/4, BALLYGUNGE PARK, City:- , P.O:- BALLYGUNGE, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AAxxxxxx7H, Aadhaar No: 73xxxxxxxx4055 Status : Representative, Representative of : PACE DEALCOM PRIVATE LIMITED (as DIRECTOR), ROMEX AGENCIES PRIVATE LIMITED (as DIRECTOR), NILACHAL ESTATES PRIVATE LIMITED (as DIRECTOR), SMARTLAND ESTATES PRIVATE LIMITED (as DIRECTOR)

2	Name	Photo	Finger Print	Signature
	Mr GAGAN LOHIA (Presentant) Son of Mr GOPAL PRASAD LOHIA Date of Execution - 18/07/2023, , Admitted by: Self, Date of Admission: 18/07/2023, Place of Admission of Execution: Office	 <small>Jul 18 2023 12:30PM</small>	 <small>LTI 18/07/2023</small>	 <small>18/07/2023</small>
209, A J C BOSE ROAD, 5TH FLOOR, KARNANI ESTATES, Flat No: 192, City:- , P.O:- CIRCUS AVENUE, P.S:-Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AAxxxxxx4M, Aadhaar No: 74xxxxxxxx3172 Status : Representative, Representative of : REALMARK EVANA LLP (as DESIGNATED PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr BAPI DAS Son of Late SUNIL DAS ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700027	 <small>18/07/2023</small>	 <small>18/07/2023</small>	 <small>18/07/2023</small>
Identifier Of Mr ARVIND KUMAR MEHARIA, Mr GAGAN LOHIA, Mr ARVIND KUMAR MEHARIA			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	PACE DEALCOM PRIVATE LIMITED	REALMARK EVANA LLP-11.6536 Dec
2	ROMEX AGENCIES PRIVATE LIMITED	REALMARK EVANA LLP-11.6536 Dec
3	NILACHAL ESTATES PRIVATE LIMITED	REALMARK EVANA LLP-11.6536 Dec
4	SMARTLAND ESTATES PRIVATE LIMITED	REALMARK EVANA LLP-11.6536 Dec
5	Mr ARVIND KUMAR MEHARIA	REALMARK EVANA LLP-11.6536 Dec

On 18-07-2023

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.

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

Presented for registration at 10:56 hrs on 18-07-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr GAGAN LOHIA .

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 6,91,50,796/-

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

Execution is admitted on 18/07/2023 by Mr ARVIND KUMAR MEHARIA, Son of Late HANUMAN DAS MEHARIA, 9F, EVEREST HOUSE, 46C, CHOWRINGHEE ROAD, P.O: LITTLE RUSSE STREET, Thana: Shakespeare Sarani, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700071, by caste Hindu, by Profession Business

Indetified by Mr BAPI DAS, , Son of Late SUNIL DAS, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 18-07-2023 by Mr ARVIND KUMAR MEHARIA, DIRECTOR, PACE DEALCOM PRIVATE LIMITED (Private Limited Company), EVEREST HOUSE, 46C, CHOWRINGHEE ROAD, Flat No: 9F, City:- Kolkata, P.O:- LITTLE RUSSE STREET, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071; DIRECTOR, ROMEX AGENCIES PRIVATE LIMITED (Private Limited Company), 9F, EVEREST HOUSE, 46C, CHOWRINGHEE ROAD, City:- Kolkata, P.O:- LITTLE RUSSE STREET, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071; DIRECTOR, NILACHAL ESTATES PRIVATE LIMITED (Private Limited Company), 9F, EVEREST HOUSE, 46C, CHOWRINGHEE ROAD, City:- Kolkata, P.O:- LITTLE RUSSE STREET, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071; DIRECTOR, SMARTLAND ESTATES PRIVATE LIMITED (Private Limited Company), Block/Sector: 9F, EVEREST HOUSE, 46C, CHOWRINGHEE ROAD, City:- Kolkata, P.O:- LITTLE RUSSE STREET, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071

Indetified by Mr BAPI DAS, , Son of Late SUNIL DAS, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 18-07-2023 by Mr GAGAN LOHIA, DESIGNATED PARTNER, REALMARK EVANA LLP (LLP), 5TH FLOOR, KARNANI ESTATES, 209, A. J. C. Bose Road, City:- , P.O:- CIRCUS AVENUE, P.S:-Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700017

Indetified by Mr BAPI DAS, , Son of Late SUNIL DAS, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 4,40,053.00/- (B = Rs 4,40,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 4,40,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/07/2023 12:17PM with Govt. Ref. No: 192023240128939888 on 15-07-2023, Amount Rs: 4,40,021/-, Bank: SBI EPay (SBlePay), Ref. No. 2990412667427 on 15-07-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 13980, Amount: Rs.50.00/-, Date of Purchase: 07/06/2023, Vendor name: A Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 15/07/2023 12:17PM with Govt. Ref. No: 192023240128939888 on 15-07-2023, Amount Rs: 75,021/-, Bank: SBI EPay (SBlePay), Ref. No. 2990412667427 on 15-07-2023, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2023, Page from 291022 to 291066
being No 160310538 for the year 2023.



Dhar

Digitally signed by Debasish Dhar
Date: 2023.07.18 17:04:24 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2023/07/18 05:04:24 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)

