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Certified that the document is admitted to
 register as per the provisions of the Act and
 the same has been duly recorded with the
 necessary fee for the document.

12 FEB 2021

[Signature]
 Register
 DEVELOPMENT AGREEMENT

THIS AGREEMENT made on this 12th day of February, 2021

BETWEEN

1. SRI BIJOY GHOSH (PAN NO. ADYPG4183B) (Aadhaar No. 407983521391),
 Son of Late Lal Mohan Ghosh, by faith - Hindu, Nationality-Indian, by
 occupation - Business, residing at C/9, Raj Narayan Park, Boral, Kolkata-700
 154, P.S Sonarpur, P.O- Boral, District - South 24 Parganas, 2. SRI SWAPAN
 KUMAR GHOSH (PAN NO. ADOPG0788J) (Aadhaar No. 776407485445), son of
 Late Haridas Ghosh, by faith - Hindu, Nationality-Indian, by occupation -
 Business, residing at A/17, Raj Narayan Park, (Rangkal), Boral, Kolkata-700

District- South 24 Parganas **3. SRI SUBRATA MAJUMDER** (PAN NO. AITPM8668D)(Aadhaar No. 560460511603), Son of Sri. Thakurdas Majumder, by faith - Hindu, Nationality-Indian, by occupation - Business, residing at 29, Southend Garden, Kolkata-700 084, Police Station -Patuli, Post Office Garia, District - South 24 Parganas, **4. SRI BABULAL PAUL** (PAN NO. AHWPP2321G) (Aadhaar No. 420666685313), son of Late Kanai Lal Paul, by faith - Hindu, Nationality-Indian, by occupation - Business, residing at P-21, Valley Park, Sreerampore Road, Garia, Kolkata-700 084, Police Station - Patuli, Post Office - Garia, District - South 24 Parganas and **5. SRI SUMON MAJUMDER** (PAN NO. AIUPM9056C) (Aadhaar No. 877293630545), son of Sri. Thakurdas Majumder, by faith - Hindu, Nationality-Indian, by occupation- Business, Residing at 29, Southend Garden, Kolkata-700 084, Police Station -Patuli, Post Office -Garia, District - South 24 Parganas, **6. SRI CHANCHAL PAUL** (PAN NO. BANPP3446F) (Aadhaar No. 702655642006), Son of late Niranjana Paul, by faith - Hindu, Nationality-Indian, by occupation - Business, residing at 145, Sreerampore Road, Kolkata-700 084, Police Station -Patuli, Post Office -Garia, District - South 24 Parganas, **7. SMT. DOLLY PAUL** (PAN NO. BDSPP0178A)(Aadhaar No. 742685587545), wife of Chanchal Paul, by faith - Hindu, Nationality-Indian, by occupation - Business, residing at 145, Sreerampore Road, Kolkata-700 084, Police Station -Patuli, Post Office -Garia, District - South 24 Parganas **8. SRI BHAJA RANIAN PAUL** (PAN NO. AZXPP7850R) (Aadhaar No. 686096021668), Son of Late Sunil Paul, by faith - Hindu, Nationality-Indian, by occupation - Business, residing at 1/18, B.P Township, Block-Q, Kolkata-700 094, Police Station patuli, District - South 24 pgs, **9. SRI TANMOY GHOSH** (PAN NO. BAIPG8310E) (Aadhaar No. 372761894066), son of Sri Sadhan Ghosh, by faith - Hindu, Nationality-Indian, by occupation - Business, residing at AB-7, Desh Bandhu Nagar, Baguihati, Kolkata-700 059, Police Station - Baguihati, Post Office - Baguihati, District - North 24 Parganas and **10. SRI DILIP KUMAR DUTTA** (PAN NO. AIAPD0409Q) (Aadhaar No. 561412182829), son of Late. Arun Chandra Dutta, by faith - Hindu, Nationality-Indian, by occupation- Business, Residing at 1, Southend Garden Extension, Garia, Kolkata-700 084, Police Station -Patuli, Post Office - Garia, District - South 24 Parganas, **11. SMT. NIVA DUTTA** (PAN NO- AVCPD0709N)

(Aadhaar No. 746716046130) wife of Dilip Kumar Dutta, , by faith – Hindu, Nationality-Indian, by occupation Business, Residing at 1, Southend Garden Extension, Garia, Kolkata-700 084, Police Station –Patuli, Post Office – Garia, District – South 24 Parganas, hereinafter collectively referred to as '**the OWNERS/LANDLORDS**' (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, legal representatives, administrators, successors-in-interest and/or assigns) of the **ONE PART**;

AND

M/S. REALMARK KABYO NEER LLP, (PAN NO.-AAZFR8514R) [former name was **Realmark Arannya LLP**], a Limited Liability Partnership, having its registered office at 209 AJC Bose Road, Karnani Estate, 5th floor, Room No. 192, Police Station Beniapur, Post Office Circus Avenue, Kolkata - 700 017, being represented by one of its Authorised Signatory namely, **Gagan Lohia** [PAN AAVPL2914M & Aadhaar No. 742689043172], son of Gopal Prasad Lohia, working at gain 209, A.J.C Bose Road, Karnani Estate, 5th Floor, Room No. 192, Kolkata-700017, Post Office Circus Avenue, Police Station Beniapur, by virtue of a Board Resolution dated 27.01.2021, hereinafter called "**the DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to include its Directors, executors, legal representatives, successors-in-office, administrators, successors-in-interest and/or assigns) of the **OTHER PART**;

WHEREAS

- A. By a *Bengali* Deed of Sale dated 17th December, 1935, registered in the Office of the Sadar Registrar, Alipore, South 24 Parganas, in Book No. 1, Volume No.105, at Pages from 205 to 208, Being No. 5126, for the year 1935, Harisadan Das duly purchased and acquired at and for a consideration mentioned therein from one Hemangini Dasi, **All That** the piece and parcel of land classified as 'Danga', admeasuring an area of 105 (one hundred and five) decimal, more or less, situate, lying at *Mouza* Manikpur,, Touzi No. 95 & 412,

comprised in *Khatian* Nos. 45 and 387, R.S. *Dag* Nos.353, 354 and 355, within the limits of Rajpur -Sonarpur Municipality, **Said Property** District of South 24 Parganas. **(First Portion of Mother Property)**

- B. By another *Bengali* Deed of Sale dated 7th December, 1949, registered in the Office of the Sub Registrar, Baruipur, South 24 Parganas, in Book No. I, Volume No.66, being Deed No. 5693, for the year 1949, Harisadan Das further purchased and acquired at and for a consideration mentioned therein from one Motilal Das, Sailendra Nath Das and Dukhiram Das **All That** the piece and parcel of land classified as '*Danga*', admeasuring an area of 52 (fifty two) decimal, more or less, situate, lying at Mouza -Manikpur,, Touzi No. 95. J.L. No. 77, R.S. No. 226, comprised in R.S. *Khatian* No. 82, R.S. *Dag* No. 213, within the limits of Rajpur Sonarpur Municipality, District of South 24 Parganas. **(Second Portion of Mother Property) Said Property**
- C. Thus, by virtue of the aforesaid purchases Harisadan Das became the sole and absolute owner of the First Portion of Said Property and the Second Portion of Said Property, Said Property Said Property collectively admeasuring 157 (one hundred and fifty seven) decimal, more or less, (collectively **Mother Property**).
- D. By a *Bengali* Deed of Sale dated 17th January, 1967, registered in the Office of the Additional District Sub-Registrar, Baruipur, South 24 Parganas, in Book No. I, Volume No.8, at Pages 162 to 169, Being Deed No. 202, for the year 1967, Harisadan Das sold the entirety of the Mother Property to Lila Rani Mukherjee Said Property Said Property.
- E. Rani Mukherjee died intestate on 10/09/1983 leaving behind her husband namely, Ajit Kumar Mukherjee, and 2 (two) sons, namely, Ashis Kumar Mukherjee and Ashim Kumar Mukherjee and 2 (two) daughters, namely, , Swati Bhattacharjee and Shika Ganguly, as her only legal heirs and heiresses

(collectively **Legal Heirs Of Late Lila Rani Mukherjee**), who jointly and in equal share inherited the entirety of the Said Property. .

- F. By a Deed of Partition dated 9th March, 1990, registered in the Office of the Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 93, at Pages 29 to 69, being Deed No. 3183, for the year 1990, executed between the Legal Heirs Of Late Lila Rani Mukherjee, Ashim Kumar Mukherjee, being one of the Legal Heirs Of Late Lila Rani Mukherjee has been allotted the Said Property, absolutely . Subsequently, the Said Property has been numbered and came to be known as Municipal Premises No. 484 & 487(For,erly municipal holding no 383), Ghosal Para within Ward No. 23 of Rajpur Sonarpur Municipality.
- G. That by a Deed of Conveyance dated 14th May, 2013, registered in the Office of the Additional District Sub -Registrar, Sonarpur, recorded in Book No. -I, Volume No.13,at Pages from 1817 to 1837, Being Deed No. 05845, for the year 2013, Ashim Kumar Mukherjee transferred, conveyed unto and in favour of the Owners herein out of the said Property **All That** the demarcated piece and parcel of land classified as 'Danga', admeasuring an area of 138 (one hundred and thirty eight) decimal, more or less, out of the Mother Property morefully described in the **1st SCHEDULE** hereunder written (**Said Property**).
- H. The Owners have entered into a Development Agreement dated 16th January, 2014, registered in the Office of the Additional District Sub-Registrar, Sonarpur, in Book No. I, CD Volume No. 1, at Page from 7213 to 7231, Being Deed No. 00430, for the year 2014 with Paccific Developer Private Limited (PAN AAHCP2327D), a company incorporated under the provision of the Companies Act. 1956 having it registered office at 42, Sreerampore East, Garia, Police Station Patuli, Kolkata 700084 and has also executed a General Power of Attorney dated 16th January, 2016, registered in the Office of the Additional District Sub-Registrar, Sonarpur, in Book No. I, CD Volume No. 1, Page from 7193 to 7212, being Deed No. 00431, for the year 2014 in favour of

the Pacific Developer Private Limited. And thus have appointed Pacific Developer Private Limited as developer of the Said Property. But, subsequently, the Owners and Pacific Developer Private Limited have decided not to go ahead with the said Development Agreement and have amicably decided to cancel the said Development Agreement. The aforesaid cancellation was recorded in the cancellation of the Development Agreement dated 28-03-2017, being Deed No. 1223/2017,

- I. The Owners have entered into a Development Agreement dated 31st March, 2017, registered in the Office of the District Sub-Registrar, D.S.R. IV, South 24 parganas, in Book No. I, CD Volume No. 1604-2017, at Page from 42418 to 42515, Being Deed No. 01499, for the year 2017 with the Realmark Realty Private Limited and has also executed a General Power of Attorney dated 31st March, 2017, registered in the Office of the District Sub-Registrar, D.S.R. IV, South 24 parganas, in Book No. I, CD Volume No. 1604-2017, Page from 42123 to 42171, being Deed No. 01506, for the year 2017 in favour of the the Realmark Realty Private Limited. And thus have appointed Realmark Realty Private Limited as developer of the Said Property. But, subsequently, the Owners and Realmark Realty Private Limited have decided not to go ahead with the said Development Agreement and have amicably decided to cancel the said Development Agreement. The aforesaid cancellation was recorded in the cancellation of the Development Agreement dated 12.02.2021

- J. The within named Owners and the Developer agreed to that the Developer shall be at liberty to construct the New Building at the Said Property entirely at the cost and expenses of the Developer, in accordance with the drawings, plans and specification as would be sanctioned by Rajpur-Sonarpur Municipality and/or by any other authority subject to modification and/or deviation and/or addition and/or alteration as the case may be on the basis of the terms and condition contained hereinafter appearing

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

1. DEFINITIONS:

Unless in this Agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

- a) 'OWNERS' shall mean **1. SRI BIJOY GHOSH** (PAN NO. ADYPG4183B) (Aadhaar No. 407983521391), Son of Late Lal Mohan Ghosh, by faith - Hindu, Nationality-Indian, by occupation - Business, residing at C/9, Raj Narayan Park, Boral, Kolkata-700 154, P.S Sonarpur, P.O- Boral, District - South 24 Parganas, **2. SRI SWAPAN KUMAR GHOSH** (PAN NO. ADOPG0788J)(Aadhaar No. 776407485445), son of Late Haridas Ghosh, by faith - Hindu, Nationality-Indian, by occupation - Business, residing at A/17, Raj Narayan Park, (Rangkal), Boral, Kolkata-700 154, Police Station -Sonarpur, Post Office Boral, District- South 24 Parganas **3. SRI SUBRATA MAJUMDER**, (PAN NO. AITPM8668D)(Aadhaar No. 560460511603),Son of Sri. Thakurdas Majumder, by faith - Hindu, Nationality-Indian, by occupation - Business, residing at 29, Southend Garden, Kolkata-700 084, Police Station -Patuli, Post Office Garia, District - South 24 Parganas, **4. SRI BABULAL PAUL**, (PAN NO. AHWPP2321G) (Aadhaar No. 420666685313), son of Late Kanai Lal Paul, by faith - Hindu, Nationality-Indian, by occupation - Business, residing at P-21, Valley Park, Sreerampore Road, Garia, Kolkata-700 084, Police Station - Patuli, Post Office - Garia, District - South 24 Parganas and **5. SRI SUMON MAJUMDER**, (PAN NO. AIUPM9056C) (Aadhaar No. 877293630545), son of Sri. Thakurdas Majumder, by faith - Hindu, Nationality-Indian, by occupation-Business, Residing at 29, Southend Garden, Kolkata-700 084, Police Station - Patuli, Post Office -Garia, District - South 24 Parganas, **6. SRI CHANCHAL PAUL**, (PAN NO. BANPP3446F) (Aadhaar No. 702655642006), Son of Sri Niranjan Paul, by faith - Hindu, Nationality-Indian, by occupation - Business, residing at 145, Sreerampore Road, Kolkata-700 084, Police Station -Patuli,

Post Office -Garia, District - South 24 Parganas, **7. SMT. DOLLY PAUL**, (PAN NO. BDSPP0178A)(Aadhaar No. 742685587545), son of Chanchal Paul, by faith - Hindu, Nationality-Indian, by occupation - Business, residing at 145, Sreerampore Road, Kolkata-700 084, Police Station -Patuli, Post Office - Garia, District - South 24 Parganas **8. SRI BHAJA RANJAN PAUL**, (PAN NO. AZXPP7850R) (Aadhaar No. 686096021668), Son of Late Sunil Paul, by faith - Hindu, Nationality-Indian, by occupation - Business, residing at 1/18, B.P Township, Block-Q, Kolkata-700 094, Police Station patuli , District - South 24 pgs, **9. SRI TANMOY GHOSH**, (PAN NO. BAIPG8310E) (Aadhaar No. 372761894066), son of Sri Sadhan Ghosh, by faith - Hindu, Nationality-Indian, by occupation - Business, residing at AB-7, Desh Bandhu Nagar, Baguihati, Kolkata-700 059, Police Station - Baguihati, Post Office - Baguihati, District - North 24 Parganas and **10. SRI DILIP KUMAR DUTTA**, (PAN NO. AIAPD0409Q) (Aadhaar No. 561412182829), son of Late. Arun Chandra Dutta, by faith - Hindu, Nationality-Indian, by occupation- Business, Residing at 1, Southend Garden Extension, Garia, Kolkata-700 084, Police Station -Patuli, Post Office - Garia, District - South 24 Parganas, **11. SMT. NIVA DUTTA**, (PAN NO- AVCPD0709N) (Aadhaar No. 746716046130) wife of Dilip Kumar Dutta, , by faith - Hindu, Nationality-Indian, by occupation Business, Residing at 1, Southend Garden Extension, Garia, Kolkata-700 084, Police Station -Patuli, Post Office - Garia, District - South 24 Parganas.

- b) **'DEVELOPER'** shall mean **M/S. REALMARK KABYO NEER LLP** (PAN NO.-AAZFR8514R), a Limited Liability Partnership, having its registered office at 209 AJC Bose Road, Karnani Estate, 5th floor, Room No. 192, Police Station Beniapukur, Post Office Circus Avenue, Kolkata - 700 017.
- c) **'ADVOCATES'** - shall mean such person or persons who may be appointed by the Developer at the costs and expenses of the Developer.

- d) **'ARCHITECT'** - shall mean such person or persons who may be appointed by the Developer at the costs and expenses of the Developer, inter-alia for designing planning and supervision of construction of the Project.
- e) **'AGREEMENT'** - shall mean this Development Agreement including the Schedules and Annexures hereto, as may be amended, supplemented or modified in accordance with the provisions hereof from time to time.
- f) **'TITLE DEEDS'** - shall mean the documents of title of the Owners in respect of the Said Property and the documents referred to herein.
- g) **'THE SAID PROPERTY'** shall mean All That the demarcated piece and parcel of land classified as '*Bastu*', measuring 138 (one hundred and thirty eight) decimal, more or less, situate, lying at *Mouza* - Manikpur, within the limits of Rajpur - Sonarpur Municipality morefully described in the FIRST SCHEDULE hereunder written Amalgamation no 484.
- h) **'PROJECT'** - shall mean the Residential cum Commercial Building/s to be developed and constructed by the Developer on the Premises, in accordance with the terms of this Agreement and Plans approved by the relevant authorities and shall include the processes of (i) development of the Said Property in phases, comprised of new Buildings and making the same fit for habitation in terms of this Agreement, (ii) sale and transfer of the Units and saleable spaces in the Project in favour of intending Transferees and all acts, deeds and things to be done or caused to be done in respect thereof.
- i) **'OWNERS ALLOCATIONS/SHARES'**-shall mean as stated morefully in PART-I of the SECOND SCHEDULE hereto (hereafter referred to as '**Owners Shares/ Owners Allocations**')

- j) **'DEVELOPER'S ALLOCATION/SHARE'**- shall mean as stated morefully in **PART -II** of the **SECOND SCHEDULE** hereto (hereafter referred to as **'Developer Share/ Developer Allocation'**).
- k) **'PLAN'** - shall mean the Sanctioned plan by the Rajpur-Sonarpur Municipality vide no. 316/CB/23/45 dated 16/02/2020 or any other competent authority Together With all modifications altogether thereto and/or revisions thereof from time to time made or to be made by the Developer either under advice or on the recommendation of the Architect or agreed upon between the Parties from time to time.
- l) **'MUNICIPALITY'** shall mean the Rajpur-Sonarpur Municipality and shall include and all other concerned Authorities which may recommend, comment upon, approve and/or sanction the Plans.
- m) **'BUILDINGS/NEW BUILDINGS'** - shall mean multi- storied Residential cum Commercial Buildings consisting of self-contained independent Units, Car Parking Spaces, Club(s) or any of the Common Areas, Facilities and Amenities to be constructed on the part of the Said Property in accordance with the plan sanctioned by the Rajpur-Sonarpur Municipality or any other sanctioning authority Subject To addition and/or alteration as the case may be.
- n) **'UNIT'** - shall mean each unit/flat, and/or area to be sold to the Transferees/ Purchasers in any floor of the Buildings, including on the roofs and/ or terraces of such Buildings to be constructed in the Project, other than Car Parking Spaces.
- o) **'CAR PARKING SPACE'** - shall mean the open and/or covered spaces in any part of the Project, expressed or intended to be reserved for parking of standard size motor cars/two wheelers, in accordance with the building Plan

sanctioned by Rajpur-Sonarpur Municipality or any other sanctioning authority.

- p) **'SPECIFICATIONS'** - shall mean the specifications for construction of the Project as mentioned in the **FOURTH SCHEDULE** hereunder written subject to the alterations or modifications as may be decided by the Developer and its agents from time to time.
- q) **'COMMON AREAS, FACILITIES AND AMENITIES'** - shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, lift shafts, lifts, pump house, overhead water tanks, reservoirs, water pumps and motors, drive-ways, common lavatories, generator, electrical substations, lawns, playgrounds, parks, terraces, roofs, halls, swimming pools, club, lounges, temples, gymnasiums, ponds, plumbing lines, drains, sewers, and any other open spaces and other spaces, facilities and utilities in the Project which may be provided by Developer and required for establishment, location, enjoyment of the Project by the Transferees, provisions, maintenance and/or management of the Project as would be decided by Developer pursuant to sanction of Plan, more fully and particularly described in the **THIRD SCHEDULE** hereunder written.
- r) **'COVERED AREA'** shall according to its context mean the plinth area of the said Units / Flats/Spaces or all the Units / Flats/Spaces in the said New Buildings including the bathroom and balconies or terrace attached to such Units/ Flats/Spaces and also the thickness of the boundary walls, internal walls and pillars and also the proportionate share of the common areas and/or portions in the New Buildings PROVIDED THAT if any wall or pillar be common between two units then one-half of the area under such wall shall be included in each such Units/ Flats/Spaces;

- s) **'PROPORTIONATE OR PROPORTIONATELY'** shall mean the proportion in which the covered area of any Units/Flats to be the covered area of all the Units/Flats in the said New Buildings provided that where it refers to the share of any rates and/or taxes amongst the common expenses or otherwise then such share of the whole shall be determined on the basis on which such rates and/or Taxes being respectively levied i.e. in case the basis of any levy be area rental income or user then the shall be shared on the basis of area rental income or user respectively of the respective Units/ Flats of the Co-Owners.
- u) **'COMMON EXPENSES'**- shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services to the Transferees and all other expenses for the Common Purpose, as may be decided by Developer in consultation with the Owners to be contributed, borne, paid and shared by the Transferees, provided however the charges payable on account of Generator, Electricity or any other utility consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge by the Transferees.
- v) **'COMMON PURPOSES'** - shall mean and include the purpose of managing, maintaining and up-keeping the Project as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the Co-transferees, collection and disbursement of the Common Expenses and administering and dealing with Common Expenses and with the matters of common interest of the Transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of the respective Units and Car Parking Spaces exclusively and the Common Areas, Facilities and Amenities in common by the Transferees.

- w) **'MAINTENANCE-IN-CHARGE'** - shall mean and include such agency or any outside agency to be appointed by Developer under this Agreement, for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary not inconsistent with the provisions and covenants herein contained.
- x) **'TERM'** - shall mean the Term of this Agreement as contained in Clause 3.2 hereof.
- y) **'MARKETING'** - shall mean marketing for sale of any Unit or Car Parking Space or, selling or dealing with any space in the Project to any Transferee for owning or occupying any flat, Unit, apartment with or without Car Parking Space(s) and also advertising in relevant media, hoardings, signage spaces for booking and sale of such Units by the Developer.
- z) **'REALISATION'**- shall mean and include all amounts solely determined by the Developer at its discretion and received by the Developer from the Purchasers and Transferees, including all amounts received by Developer in relation to purchase of prospectus, booking of the Units and Car Parking Spaces, floor rise charges, preferred location charges made by Transferees, all amounts collected by the Developer from the Transferees in relation to the Common Areas Facilities and Amenities including Club, the consideration received and all installments of consideration for sale or Transfer of any Unit or Car Parking Space or any other spaces in the said Residential cum Commercial Building/s in the Project, excluding the Deposits, Extra Charges and Taxes contained in the **FIFTH SCHEDULE** hereunder written. All the extra charges shall be determined by the Developer at its own discretion.
- aa) **'TRANSFER'** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what it understood

as a transfer of flats/units, car parking space and so on spaces in the New Building or at the Project to Purchaser/s.

- bb)** 'TRANSFEREES' shall mean the Purchaser/s to whom any Units / Flats, Car parking space, shop room etc. in the New Buildings or at the said Project will be transferred by way of Sale.
- cc)** 'SALEABLE SPACE/SPACES' shall mean the space/spaces, flat/s, unit/s, residential and commercial space/s, shop room/s, car parking space/s or other covered and/or open area or areas in the New Buildings and/or in the Said Property or at the said Project available for the independent use and occupation after making due provisions for common facilities and amenities and the space require thereof.
- dd)** 'PURCHASER/TRANSFREES' shall mean and to be read as follows:-
- a) In case the Purchaser is an individual, the expression "Purchaser" shall mean and include his heirs, executors, administrations, successors legal representatives and permitted assigns;
 - b) In case the Purchaser is a Company, the expression "Purchaser" shall mean and include such Company and its successors in office and/or its permitted assigns;
 - c) In case the Purchaser is a Partnership Firm , the expression "Purchaser" shall mean and include the Partners of such Partnership Firm and their respective heirs, executors, administrators, successors legal representatives and permitted assigns;
 - d) In case the Purchaser is a Trust, the expression "Purchaser" shall mean and include the Trustee or Trustees for the time being of the relevant Trust and its Successor or Successors in Office and permitted assigns;
 - e) In case the Purchaser is a Karta representing a Hindu Undivided Family, the expression "Purchaser" shall mean and include him as well

as the other members of such Hindu Undivided Family and their respective heirs successors, administrators, executors and assigns;

- ee) **'CO-OWNERS/CO-TRANSFEREE'** - shall mean all the prospective or actual Transferees who for the time being have agreed to acquire any Unit and/or Car Parking Spaces in the Project shall according to its context mean all the person who agreed to own Units /Flats/Spaces in the New Buildings and/or in the said Project including the Developer for the Units/ Flats/Spaces not sold or agreed to be sold;
- ff) **'COMPLETION NOTICE'** - shall mean the notice to be provided by the Developer to the Owners as contemplated hereinafter in this Agreement.
- ii) **'AGREEMENT FOR SALE'** shall mean the Agreement between the Developer, Owners & the Purchaser/s and/or Nominator/s of the Purchaser/s by him/her/them as well as the subsequent understanding arrived at between the parties hereto for sale of the said Units / Flats/Spaces in the New Buildings or at the said Project;
- jj) **'DATE OF POSSESSION'** shall mean either the 7th day from the date of issue of a notice intimating completion of the Allocations/Units/Flats by the Developer to the Purchaser/s and asking to take possession of the same.
- kk) **'ASSOCIATION'** shall mean any company incorporated under the Companies Act, 1956 or any Association or a Committee as may be formed by Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by Developer not inconsistent with the provisions and covenants herein contained.
- ii) **DEVELOPMENT RIGHT** shall refer to the right, power, entitlement, authority, sanction and permission to:

- a) enter upon and take permissive possession of the Said Property as a licensee for the purpose of development and construction of the Project in accordance with the terms of this Agreement and, unless the Agreement is terminated earlier, to remain in such permissive possession until the Completion of the Project;
- b) appoint, employ or engage Architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development and construction of the Project in accordance with the Approvals;
- c) to carry out all the infrastructure and related work/ constructions for the Project, including levelling, water storage facilities, water mains, sewages, septic tank, storm water drains, recreation garden, electrical sub-stations and all other common areas and facilities for the total built up area to be constructed on the Said Property as may be required by any Approvals, layout plan, or order of any Governmental Authority;
- d) to launch the Project for booking and receive advance on sale of all Units and/or sealable areas by the Intending Purchasers and to exercise full, exclusive and irrevocable marketing, leasing, licensing and sale rights in respect of all Units and/or sealable areas and related undivided interests in the Said Property and enter into agreements of transfer with all Intending Purchasers of Units and/or sealable areas , and on such marketing, leasing, licensing or sale, to receive proceeds as per the terms herein and give receipts and hand over ownership, possession, use or occupation of all Units and/or sealable areas comprised in the Project;
- e) Execute all necessary, legal and statutory writings, agreements and documentations including, the leasing, declarations affidavits for sanction of

plan, licensing or sale of Units and/or sealable areas as envisaged herein and appear and present for registration before the jurisdictional Registrar or Sub Registrar towards registration of the documents for sale, lease or transfer of the same;

- g) manage the Project and the Common Areas constructed upon the Said Property till completion of the Project. Also form the Association at the costs and expenses of the intending purchaser and thereafter transfer/ assign such right of maintenance to the Association and to retain all benefits, consideration etc. accruing from such maintenance of the Project in trust for the Association and handover the same to the Association on its formation;
- h) apply for and obtain any Approvals in its name or in the name of the Owners, including any temporary connections of water, electricity, drainage and sewerage in the name of the Owners for the purpose of development and construction of the Project;
- i) generally any and all other acts, deeds and things incidental or ancillary for the development of the Project as more elaborately stated in this Agreement;

2. INTERPRETATION:

In this Agreement save and except as otherwise expressly provided-

- i) Be it noted that by this Development Agreement and the related Development Power of Attorney, the Developer shall only be entitled to receive consideration money by executing agreement/final document for transfer of property as per provision laid down in the said documents as a Developer without getting any ownership of any part of the property under schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the agreement/final document for transfer of

property between the Owner and Developer in anyway. This Clause shall have overriding effect to anything written in these documents in contrary to this clause.

- ii) All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verbs shall be read and construed as agreeing with the required word and pronoun.
- ii) The division of this Agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this Agreement or any of its provisions.
- iii) When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) All references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) The words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any Act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, by-laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

3. COMMENCEMENT

- 3.1 This Agreement commences and shall be deemed to have come in force on and with effect from the date of execution of this Agreement mentioned above.
- 3.2 Unless terminated earlier in accordance with the provisions of this Agreement, this Agreement shall remain valid and in force till sale of all Units and Car Parking Spaces and all other saleable spaces in the Project to Transferees, unless terminated by the parties in terms of this Agreement provided the construction of the Project shall be completed in all respects by the Developer within a period of 36 (thirty six) months from the date of this agreement and making application for obtaining all licenses and approvals required for commencement of construction of the Project as provided in Clause 8.5 hereof Subject to the grace period of further 12 (twelve) months.

4. OWNERS REPRESENTATIONS:

The Owners have represented and warranted to the Developer as follows:

- (a) The Owners are seized and possessed of and well and sufficiently entitled to the Said Property. No person has any right, title and/or interest, of any nature whatsoever in the Said Property or any part thereof.
- (b) After execution of this Agreement, the Owners shall not do any act, deed, matter or thing which may affect the development and construction of the Project by the Developer or which may cause charges, encroachments, litigations, trusts, liens, lispensens, attachments and liabilities on the Said Property.

- (c) As on the date of this Agreement, the Owners have not entered into any Agreement for sale or transfer or development in respect of the Said Property or any part thereof.
- (d) The Said Property or any part thereof is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners and the Said Property is not attached under any decree or order of any Court of Law or by the Income Tax Department, or by any other Government authority.
- (e) No suits, and/or any other proceedings and/or litigations are pending in respect of the Said Property or any part thereof and that the Said Property is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against the Owners in respect of the Said Property.
- (f) The Owners has not done and shall not do any act whatsoever that would in any way impair, hinder and/or restrict the grant of rights to Developer under this Agreement.
- (g) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the Said Property and there are no facts, which may give rise to any such dispute.
- (e) The Owners have already mutated the Said Property in their names and had already changed and converted the nature and character of the Said Property to homestead Said Property in the records of the Block Land & Land Reforms Office, Sonarpur for the purpose of development.

- (f) As on the date of this Agreement, the Owners have not entered into any Agreement for sale or transfer or development in respect of the Said Property or any part thereof.
- (g) The Owners can visit the site for inspection in any time and Developer cannot restrain them for doing do.

5. DEVELOPER'S REPRESENTATIONS:

The Developer has represented and warranted to the Owners as follows:

- (a) The Developer is carrying on business of construction and development of real estate and has sufficient financial resources, infrastructure and expertise in this field and to carry out development and construction of the Project in terms of this Agreement;
- (b) The Developer has full power and authority to execute, deliver and perform its obligations under this Agreement;
- (c) The Developer has carried out inspection of the Said Property and the site of the Said Property and prima facie examined the title of the Owners in respect of the Said Property and on the basis of such examination and relying on good faith on the representations made by the Owners, has satisfied them in respect thereof.
- (d) The execution, delivery and performance of this Agreement and all instruments or agreements required hereunder do not conflict with, contravene, violate, result in the breach of, constitute a default under or accelerate performance of any agreement or instrument to which the Developer is a party or any covenant, agreement, understanding, decree or order, injunction, award to which it is a party;

- (e) The Developer has no knowledge of any violation or default with respect of any order, writ, injunction or decree of any court or legally binding order of any Government Authority or any other pending or potential matters which may impair the Developer's abilities to perform its obligations and duties under this Agreement;
- (f) The Developer shall complete the development of the Project in accordance with this Agreement and the sanctioned Plans as modified from time to time and in compliance with all applicable laws;

6. AUTHORITY TO ENTER:

- (a) Simultaneously with the execution of this Agreement, the Owners have, in part performance hereof, allowed the Developer exclusive and free license to enter the Said Property as a Developer for carrying out the works for development. Nothing herein contained shall be construed as handing over possession by the Owners to the Developer under section 53A of the Transfer of Property Act, 1882.
- (b) The transfer of possession of Said Property in terms of the Transfer of Property Act, 1882 shall be effected on completion of the Project by way of obtaining completion certificate from the Municipal Authority and after Owners' Allocation is handed over by the Developer. The Developer is given license to enter the Premises for development purposes and the Developer is given the right to develop the Said Property in accordance with the terms and conditions of this Agreement.

7. STEPS FOR DEVELOPMENT OF THE SAID PROPERTY:

- 7.1 Subject to the Owners compliance with all the obligations, terms and covenants contained herein, the Developer undertakes to develop, execute and complete the development of the Project in accordance with the Sanctioned Plan vide No. 316/CB/23/45 dated 16/02/2020 by the Rajpur Sonarpur Municipality or any other sanctioning authority and on the terms and conditions mentioned herein according to the time period, terms, covenants and conditions herein contained.
- 7.2 The Developer shall construct or cause to be constructed, the said Project at its own costs and expenses.
- 7.3 In consideration of the Developer agreeing to construct and complete the Project as per the agreed Specifications contained in the **FOURTH SCHEDULE** hereunder written. and/or as be recommended by the Architects from time to time (collectively **Specifications**) hereunder written and within the time period and other terms and conditions contained herein, Subject To modification/s, if any, agreed between the parties hereto the Owners agrees to transfer the proportionate, undivided and impartible share in the Said Property in favour of the Transferees/intending Purchasers, as the case may be.
- 7.4 Subject to the Owners' right to receive the Owners Share in terms of these presents, the Owners doth hereby grant all the Development Rights and the Developer is irrevocably authorized to build upon and exploit commercially the Said Property by (1) constructing the Project thereon in accordance with the plan sanctioned by the Rajpur-Sonarpur Municipality vide Sanctioned Plan No. 316/CB/23/45 dated 16/02/2020 or any other sanctioning authority and (2) dealing with the spaces in the New Buildings/ Transfer the Units Together With undivided proportionate and impartible share in the Said Property in favour of the Transferees /intending Purchasers in accordance with the terms and conditions of this Agreement and marketing format.

- 7.5 The Developer shall be responsible and liable to Governments, municipalities and other authorities concerned and also to the Transferees and intending Purchasers of the Units and Car Parking Spaces in the Project for construction of the Project to be undertaken by it and shall be liable for any loss or for any claim arising from such construction directly or indirectly and shall indemnify the Owners against all and any claims, loss or damages for any default or failure or breach on the part of the Developer in constructing and Marketing the Project.
- 7.6. The Owners hereby duly authorize the Developer for transfer all the saleable spaces in the said Project and the Developer shall hand over the Owners Shares to the Owners in terms of this presents..
- 7.7 Subject to the Owners right to receive the Owners Shares in terms of this presents only after deduction and/or refund of the Deposit Amount already made by the Developer, morefully stated in Clause No. 10.1 hereinafter, the Development Rights granted herein include the exclusive right, authority and authorization to the Developer to:-
- a) hold, occupy, enter upon and use the Said Property for the purpose of development only by constructing Buildings thereat at its own cost and expense and such other development and construction therein or thereon as may be necessary or appropriate;
 - b) appoint architects, consultants, contractors, sub-contractors or agents and enter into agreements for implementing the development and making available the various facilities in the Project;

- c) establish, provide or procure, install, construct, as the context admits or requires, and operate the facilities in the Project in terms of this Agreement and the Plan sanctioned by the relevant authorities;
- 7.8 All applications, plans, documents and other papers required to be submitted with the relevant authorities for obtaining sanctions and approvals for construction of the Project shall be submitted by the Developer in the name of the Owners, provided 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 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 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.
- 7.9 If any "no objection" is required in respect of the Said Property to be obtained from the Competent Authority under the Urban Land (Ceiling & Regulations) Act, 1976, the Owners at their own expenses shall obtain the same in the name of the Owners. The Developer shall only be responsible and liable for any loss or for any claim from any Government authority, directly or indirectly relating to construction of the Project and shall indemnify the Owners against all and any claims, loss or damages incurred by the Owners in relation to construction of the Project.
- 7.10 All other permissions, approvals, sanctions, modification, no-objections and other statutory formalities for sanction of Plan would be obtained by the Developer at its own cost and expenses.

- 7.11 The Owners shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatever required for such sanction of building Plans and for construction of the Project as and when required by the Developer within 15 (fifteen) days of the request being made by the Developer and the documents being made available to the Owners. In addition to the aforesaid, the Owners shall sign, execute and register a General Power of Attorney in terms of this Agreement authorizing the Developer to do, act and perform all or any of the obligations mentioned in Clause 9.1 of this Agreement.
- 7.12 The Developer shall make its best efforts to consume and exploit the best permissible Floor Area Ratio (FAR) available for the Said Property.
- 7.13 Upon obtaining the possession of the Said Property from the Owners and further upon obtaining all the approvals and sanctions from the necessary departments for carrying out the construction at the said Project and after complying with all the statutory formalities, the Developer shall start construction of the Project within 6 months thereafter.
- 8. CONSTRUCTION AND COMMERCIAL EXPLOITATION OF PROJECT:**
- 8.1 The Developer will commence construction expeditiously and construct, erect and complete at its own cost and expenses. Any changes in the building Plan sanctioned by the Rajpur Sonarpur Municipality or any other relevant authority shall be carried out with prior consent of the Owners and the Developer shall keep the Owners informed of any modification in the Plan which has been sanctioned by the relevant authorities from time to time.
- 8.2 The Owners hereby authorizes the Developer to appoint the Architects. All costs, charges and expenses in this regard including professional fees and supervision charges shall be discharged and paid by the Developer and in this regard the Owners shall have no liability or responsibility.

- 8.3 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 final plans sanctioned by sanctioning authorities and as per the specifications mentioned in the FOURTH SCHEDULE hereunder written.
- 8.4 The boundary wall having a height of 8 ft. shall be constructed around the Said Property by the Developer at its own expenses.
- 8.5 The Developer shall complete construction of the said Project according to the plan sanctioned by the Rajpur Sonarpur Municipality or any other sanctioning authority within period of 36 (Thirty Six) months from the date of this Agreement Subject To Force Majeure events stipulated in this Agreement (Completion Period). The maximum delay in construction of the Project by the Developer shall be 12 (Twelve) months beyond the Completion Period Subject To Force Majeure
- In default by the Developer to complete the project within the stipulated time and even after the grace period then in such event the Developer shall be liable to pay to the owners a sum of Rs. 50,000/- (Rupees Fifty Thousand) per month till completion.
- 8.6 On completion of the construction of the Project and on obtaining the Completion/ Occupation Certificate in respect thereof, the Developer shall serve a Completion Notice to the Owners.
- 8.7 The Developer shall be authorized in the name of the Owners, to apply for and obtain temporary connections of water, electricity, drainage, sewerage and other necessary utilities.

- 8.8 The Developer shall be obliged to obtain completion certificate from the Municipal authority by completing the Project phase wise in all respects.
- 8.9 The Developer shall be entitled to place sign board at the Said Property immediately upon execution of this Agreement containing the names of the Developer and the name of the Building complex or Project which shall be decided by the Developer.
- 8.10 **Marketing of Project:** The Developer shall have the exclusive rights to transfer all or any Transferable Areas therein, on terms and conditions hereinafter contained.
- a) The Developer and the Owners shall from time to time decide the rate and price for Marketing of the Transferable Areas. The decision of the Developer shall, in case of any difference between the Parties, be final and binding on the parties. The rate and price shall be subject to revision from time to time by the Developer.
 - b) The Developer shall be entitled to advertise for transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the Project in all media and to negotiate and settle the price and other terms of transfer with intending Transferees. The branding in respect of the Complex shall be done by the Developer using its own name and brand "Realmark".
 - c) The Developer shall be entitled to appoint brokers, sub-brokers and other agents for Transfer of the Transferable Areas at such remuneration and on such terms and conditions as it may deem fit and proper.
 - d) The Developer shall accept bookings, make allotments, enter upon agreements and contracts in respect of any Unit, Parking Space or other

Transferable Areas in favour of any Transferees and to cancel revoke or withdraw the same if situation so warrants according to the Developer.

- e) The agreements and final sale deed or deeds of transfer relating to Transfer of the Units, Parking Spaces and other Transferable Areas shall be executed by the Developer.
- f) Power of Attorney by the Owners for Sale: without affecting the obligation of the Owners or absolving the Owners in any manner therefrom, the Owners shall by power of attorney executed and registered by the Owners simultaneously with the execution hereof authorize the Developer to sign the agreements for sale, sale deeds, agreements or deeds of transfer of Developer's allocation, allotment letters, booking related letters, receipts, confirmations and all other deeds, instruments and writing and with other connected powers and authorities on behalf of the Owners in respect of Transferable Areas or any part thereof.
- g) All cost to be incurred on account of advertising, marketing, brochures, designing of publicity matters, brokerage, commission and like amounts relating to transfer as also any interest, damage or compensation payable to any purchaser or other person relating to the Project shall be payable by the Developer. It has been agreed between the parties herein, that the Owners shall bear 4% of the Owners Allocation towards advertising, marketing, brochures, designing of publicity matters, brokerage and commission etc.

The Parties hereby agree that all booking amounts, advances and sale proceeds received by the Parties for sale etc. of their agreed ratio shall be appropriated by the respective Parties save and except mentioned herein:

Provided that, receipts towards taxes, legal fees, stamp duties and registration charges and expenses, shall be paid by the Intending Purchasers directly to the Developer.

9. POWERS AND AUTHORITIES:

- 9.1 To enable the Developer to specifically perform its obligations arising out of this Agreement and subject to the other terms and conditions of this agreement, the Owners agrees and undertake to jointly and/or severally execute, maintain and cause to be registered simultaneously herewith or any time hereinafter an, exclusive special power of attorney ("POA") in favour of the Developer. The POA executed by the Owners in favour of the Developer shall remain effective and registered for the entire term of this Agreement so as to enable the Developer to perform all its obligations as stated under this Agreement.. The Developer shall be entitled to appoint one or more substitutes under the said POA for the exercise of any or all of the powers and authorities thereunder in favour of any of its Affiliates.
- 9.2 The Owners hereby nominate, constitute and irrevocably appoint the Developer to be the true and lawful attorneys of the Owners, to do, execute and perform all or any of the following acts, deeds, matters and things jointly or severally with respect to the Said Property.
- a) To obtain permission or approval from the Planning Authorities and other authorities as may be required for the development and construction of the New Buildings in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.

- b) To enter upon the Said Property with men and material as may be required for the purpose of development work and erect the New Buildings as per the sanctioned Building Plans.
- c) To appoint the named architect, contractors, sub-contractors consultants, and surveyors as may be required and to supervise the development and construction work of the New Buildings on the Said Property.
- d) To apply for modifications of the Building Plans from time to time as may be required.
- e) To apply for obtaining quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings.
- f) To obtain bank finance and/or banking facilities from any bank and/or financial institutions in its name for the purpose of undertaking the Housing Project by creating the charge/ mortgage of the Said Property, by deposit of original title deeds, however without creating any financial obligation upon the Owners and without creating any charge or lien on the Allocation/Share/Realizations attributable to the Owners.
- g) To approach the concerned authorities for the purpose of obtaining permissions and service connections including water, sewerage and electricity for carrying out and completing the development of the Said Property.

- h) To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the New Buildings on the Said Property and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owners in connection therewith.
- i) After completion of the construction of the New Buildings or any Phase of the Building Complex, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the Planning Authorities or other concerned authorities.
- j) To enter into agreements for sale with intending purchasers alongwith or without the corresponding undivided share in the Said Property or Developer's Allocation, on such terms and conditions as the Developer may think fit and proper.
- k) To execute from time to time deeds of transfer of all kinds and mode in respect of Flats/Units/Constructed/Saleable spaces comprised in the Said Property alongwith or without the corresponding undivided share in the Said Property, to receive consideration, rents, and deposits there for and present the above documents for registration and admit the execution of such documents before the appropriate authorities.
- l) To appear and represent us before the Additional Registrar / Sub-Registrar, District Registrar, Additional District Sub-Registrar, Registrar of Assurances, Kolkata in connection with the sale and transfer of Flats/Units/Constructed/saleable spaces at the Project alongwith or without the corresponding undivided share in the Said Property in the Buildings constructed on the Said Property.

m) To accept any service of writ of summons or other legal process on behalf of and in the name of the Owners and to appear in any court or authority as the Developer deem appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to development of the Said Property in any court or before any authority as the Developer may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in the name and on behalf of the Owners or in the name of the Developer and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals etc., and any other document or documents in furtherance of the said objective. Provided always that this authority shall be available to and exercised by the Developer strictly only in cases where such litigation would touch or concern the development of the Project on the Said Property without in anyway relating to or affecting the title of the Said Property or the Owners' Allocation.

9.2 The Owners agrees to ratify and confirm all acts, deeds and things lawfully done in the interest of the Project by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.

10. DEPOSITS AND FINANCIALS AND EXTRA CHARGES:

10.1 To secure due performance of the obligations of the Developer in terms of this Agreement, the Developer will pay on execution of this Agreement will deposited with the Owners a sum of **Rs. 50,00,000/- (Rupees Fifty Lacs)** only to be held by the Owners as interest free refundable security deposit (hereinafter referred to "**Deposit Amount**") (which the Owners doth hereby admits and acknowledges).

The said Deposit Amount shall be paid by way payment of Rs.10,00,000/- (Rupees ten lac) by the Owners to the Developer on realization of Rs.2,00,00,000/- (Rupees two crore) by the Owners receivable from transfer of Owners Shares in the Project.

Thereafter Rs.10,00,000/- (Rupees ten lac) shall be paid by the Owners to the Developer on realization for every Rs. 1,00,00,000/- (Rupees one crore) till the said Deposit Amount is adjusted in its entirety.

The Owners herein have duly authorized the Developer for transfer and/or sale of all the saleable spaces in the said Project.

- 10.2 The Owners shall deposit with the Developer, all the original title deeds and other documents pertaining to the Said Property which would be held by the Developer without any lien thereon till the completion of the Project.
- 10.3 All benefits under the Income Tax Act for such borrowings made by the Developer would be available to the Developer and it would be entitled to claim all such benefits.
- 10.4 The GST applicable and payable in connection with the Owners Share shall be paid by the Developer to the concerned authority and the said amount so deposited by the Developer towards GST same realized by the Developer from the Owners Share.
- 10.5 The Developer shall also have the right to obtain bank finance and/or banking facilities from any bank and/or financial institutions in its name for the purpose of undertaking the Housing Project by creating the charge/ mortgage of the Said Property, by deposit of original title deeds, however without creating any financial obligation upon the Owners and without creating any charge or lien on the Allocation/share/realizations attributable to the

Owners. The Developer shall under no circumstances shall mortgage or create any embargo on the 22.32% share/realization of the Owners in the Project. The Developer shall indemnify the Owners against any claim arising out of such borrowings and the Owners shall not be required to furnish any guarantee for such loan availed by the Developer. In case owing to any loans or finances obtained by the Developer, the Owners suffers any losses or damages due to any non-repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owners saved harmless and indemnified in respect thereof.

- 10.6 The Developer shall collect from all intending Purchasers and Transferees of Units, Car Parking Spaces and any other spaces in the Buildings in the Project all amounts payable by them to the Developer, but excluding the Extras, Deposits and Charges morefully described in the **FIFTH SCHEDULE** hereunder written by way of a cheque drawn in favour of or by way of electronic transfer into the designated bank account (As per WBHIRA rules & regulations). And thereafter it shall be the responsibility of the Developer to distribute the collections amongst the Owners in terms of their allocation as already mentioned herein. In this regard, each of the Owners shall provide the Developer with specific bank account in writing and in case of any change in the bank account; it shall be the responsibility of the such Owner to intimate the Developer regarding all such changes in writing. Be it noted herein that, under no circumstances, neither any Owner shall request nor the Developer shall be entitled to make payment in any other name/s apart from the Owners' herein. However, the distribution of share in revenue shall be made monthly and shall always be subject to provisions with regard to repayment of security deposits by the Owners as envisaged herein.

10.7 All extras and deposits mentioned in the **FIFTH SCHEDULE** hereunder shall be received, kept and/or appropriated by the Developer and the Owners shall not have any claim over or in respect of the same. For the purpose of collection of such deposits and extras as stipulated in the **FIFTH SCHEDULE** hereunder the Developer shall be at liberty to open/operate an account in the name of Realmark Arannya LLP.

No Extras and Deposits mentioned in the **FIFTH SCHEDULE** hereto shall be chargeable in respect of the flat/s that shall be retained by the Owners.

11. DEALING WITH SPACES IN THE PROJECT

11.1 All Agreements for Sale, Deeds of Conveyance for transferring the Units, Car Parking Spaces and other saleable spaces of the entire Project shall be signed by the Developer who has been so authorized by the Owners to do so. The cost for stamp duty and registration charges in respect thereof shall be borne by the Transferees or intending Purchaser(s) as the case may be. The Developer is entitled to transfer, convey, assign, in any manner as the Developer may deem fit and proper or otherwise deal with all the Salable Space/Spaces in the New Buildings and/or at the Said Property PROVIDED HOWEVER that the Owners herein shall be entitled to receive the Owners Share in terms of this Agreement and if required, the Owners shall remain bound to sign and execute all the deeds and documents as may be required by the Developer from time to time for completing such sale/transfer of all the Salable Space/Spaces in the Project.

12. MUNICIPAL TAXES AND OUTGOINGS

12.1 All the municipal rates, taxes and outgoings on the Said Property relating to the period prior to the execution of this Agreement shall be borne, paid and discharged by the Owners, without raising any objection thereto. In the event

of any sum paid in excess by the Owners, the Owners shall be entitled to the refund of the same.

- 12.2 As from the date of execution of this Agreement and on receiving possession of the Said Property, Developer shall be liable for payment of rates and taxes as also other outgoings in respect of the Said Property till such time the Project is ready for occupation and completion and/or occupation Certificate is obtained from relevant authority, after which, the Transferees shall become liable and responsible for payment of Municipal rates and taxes and all other outgoings (collectively Rates) in the ratio of their respective allocations.

13. POST COMPLETION MAINTENANCE

- 13.1 The Developer shall be responsible for the management, maintenance and administration of the Project or at its discretion appoint an agency to do the same.
- 13.2 The Developer or the Agency to be appointed shall manage and maintain the Common Portions and services of the Project and shall collect the costs and service charge therefore (Maintenance in Charge). It is clarified that the Maintenance Charges shall include, premium for insurance of building, land tax, tax for water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.

14. COMMON RESTRICTIONS

- 14.1 The Project shall be subject to the restrictions as are applicable to Ownership buildings, intended for common benefit of all occupiers of the Buildings.

14.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common areas and facilities and/or for any purpose of similar nature, all occupants of the Project shall permit the Developer or the agency to be appointed with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.

14.3 It is agreed between the parties herein that the Developer shall frame a scheme for the management and administration of the Project and all the Transferees and occupiers of the Buildings in the Project abide by all the rules and regulations to be framed by the Developer in connection with the management of the affairs of the Project.

15. RESPONSIBILITIES OF THE DEVELOPER

15.1 Execution of the Project shall be within the time period contained herein in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies. The Developer shall abide by all laws, bye-laws, rules and regulations of the appropriate Government and local bodies relating to the development of the said Project.

15.2 The Developer shall indemnify the Owners for any default in relation to the construction of the Project by any professional body, contractor, etc. appointed by the Developer.

15.3 The Developer shall construct the Project at its own cost and responsibility. The Developer shall be responsible and liable to Government, Corporation and other authorities concerned as also to all the labour, staff and employees engaged by it and shall be liable for any loss or for any claim arising from such construction and shall indemnify the Owners against any claims, loss or

damages, liabilities, fines, penalties, compensation, costs, charges and expenses, resulting due to omission, non-compliance or violation of any law, bye-law, rule or regulation by the Developer concerning the development of the Project or for any default or failure or breach on the part of the Developer or any agency appointed by it resulting in any accident or mishap occurring on the premises of the Project.

- 15.4 Developer hereby assures the Owners that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default provided.
- 15.5 All tax liabilities and levies by whatever name called in relation to the development/construction of the entire Project, shall be paid by the Developer.
- 15.6 The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the laws and rules applicable to construction of the Project.
- 15.7 The Developer shall be responsible for all labours, workmen and personnel employed by it for construction of the Project in terms of this Agreement and shall bear and make all payments to such personnel and workmen, including all statutory payments and the Owners shall not be liable in respect of any default committed by the Developer towards any of its workmen, laborers or personnel employed by the Developer.
- 15.8 The defect liability period in respect of the Project shall be 6 months from the date of obtaining completion certificate from the concerned authority. If any defects are observed during the said period of 6 months on account of fault in workmanship or quality of materials used or for any other reasons, the same

shall be rectified and/or replaced by the Developer at its own costs and expenses.

16. RESPONSIBILITIES OF THE OWNERS

- 16.1 The Owners undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property and the construction of Project there upon.
- 16.2 The Owners shall not do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 16.3 The Owners hereby covenants not to cause any interference or hindrance in the construction of the Project.
- 16.4 The Owners shall not do anything whereby the Developer is prevented from developing, constructing, completing the Project and selling, assigning and/or disposing of any part or portion of the constructed area or saleable area in terms of this presents.

17. INDEMNITY

- 17.1 The Developer shall indemnify and keep the Owners saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the other party including any act of default of obtaining any permission or violation of rules, regulations or bye-laws or arising out of any accident or otherwise.
- 17.2 The Owners shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether

criminal or civil) suffered by the Developer or arising from any successful claim by any third party for any defect in title of the Said Property.

18. MISCELLANEOUS

- 18.1 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.
- 18.2 The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 18.3 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.
- 18.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 18.5 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 18.6 The stamp duty on this Agreement and all costs and charges for registration of this Agreement shall be borne and paid by the Developer.
- 18.7 The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Project and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect thereof.

- 18.8 If the Developer is able to obtain sanction for construction of any additional floor from the Rajpur Sonarpur Municipality, in such event such additional floor shall be constructed by the Developer at its own costs and expenses and the Owners shall not be liable to bear any cost for such construction and upon construction of such additional floor the same shall be divided by and between the Owners and the Developer in terms of this presents.
- 18.9 -It is further agreed by and between the parties hereto that if situation so demands the Parties hereto agrees to execute and register at any time hereinafter all such deed/s, document/s, agreement/s in such form, containing such covenants and provisions as may reasonably required for giving further better and/or more perfect full effect to the terms and covenants contained in this present.
- 18.10. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law or under any law of jurisdiction, neither the legality, validity or enforceability of the remaining provisions, nor the legality, validity or enforceability of such provision under such law or law of such jurisdiction will, in any way, be affected or impaired and the legality, validity and enforceability of the remainder of this Agreement shall not be affected;

The Parties shall negotiate in good faith with a view to agreeing one or more provisions which may be substituted for any such invalid, illegal or unenforceable provision and produce as nearly as is practicable in all the circumstances the appropriate balance of the interests of the Parties, herein;

19. DEFAULTS

- 19.1 The following shall be the events of default:-

- a) If the Owners fails to comply with the obligations contained herein and on their part to be observed and performed contained herein. It is always understood and agreed that the Owners shall always be jointly and severally be liable for all due performance and compliance of all the several covenants, conditions and/or stipulation contained in this Agreement and on the part of the Owners to be performed and observed. All the Owners shall jointly and severally be liable and responsible for act of any of the Owners.
 - b) If the Developer fails to construct, erect and complete the Project within the time and in the manner contained herein.
 - c) If the Developer fails to comply with any other obligations contained herein.
- 19.2 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with its obligation in default within 30 days and in the manner to be mentioned in the said notice.
- 19.3 Upon receipt of such notice, the defaulting party shall rectify the said event of default and/or breach within the time and in the manner mentioned herein.
- 19.4 If any of the covenants, conditions or stipulations herein contained and on the part of the Developer to be performed and observed shall not be so observed and performed then and in that event the Owners shall be at liberty to terminate this Agreement PROVIDED that the Owners shall have given the Developer, 30 (Thirty) days' notice in writing specifying the breaches of any covenant, condition or stipulation to be complied with and the Developer having failed to rectify the same within the stipulated period of such notice.

On termination of this Agreement by the Owners prior to completion of construction of the Project, the Said Property shall come back to the Owners

on 'as is where is' basis and the Developer shall, without any protest, claim or demand, hand over possession of the Said Property to the Owners and thereafter, the Owners shall be free to deal with the Said Property in the manner it wishes. However, for those Building Blocks which are under construction and/or booking accepted from intending buyers, the Developer will complete the same within reasonable time as mutually decided and Subject To the Owners returning and paying to the Developer the entire sum and/or amounts invested and/or spent by the Developer towards development of the Said Property after deduction of all the amounts that have been received by the Developer in terms of this Agreement within 15 (Fifteen) days from the date of such termination.

20. FORCE MAJEURE:

- 20.1 Force Majeure shall mean and include an event preventing the Developer from performing any or all of its obligations under this Agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Developer so prevented and does not arise out of any breach by it of any of its obligations under this Agreement, which shall be limited to, flood, fire, explosion, earthquake, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of the Developer) or any relevant Government or Court orders affecting construction of the Project.
- 20.2 If the Developer is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, the Developer shall forthwith serve notice in writing to the Owners specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in

respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for the Developer, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. The Developer shall not be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

- 20.3 The Developer claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/ correspondence and agreements between the Parties, oral or implied.

22. AMENDMENT/MODIFICATION

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 all the Parties.

23. NOTICE

- 23.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid

recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time).

- 23.2 Any such notice or other written communication shall be deemed to have been served:
- 23.3 If delivered personally, at the time of delivery.
- 23.4 If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.
- 23.5 If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.
- 23.6 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

24. SPECIFIC PERFORMANCE

In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage costs and expenses caused due to such breach.

25. BINDING ON PARTIES AND LAWFUL

Parties to this Agreement agree, confirm and irrevocably undertake that this Agreement shall not be challenged at any point of time as to its lawful existence, enforceability and validity at any point of time and the same shall remain binding on the Parties hereto.

26. JURISDICTION

The Courts of Kolkata alone shall have the jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties herein.

THE FIRST SCHEDULE ABOVE REFERRED TO:

'the Said Property'

All That specially demarcated piece and parcel of land classified as 'Danga', admeasuring an area of 138 decibal or 83 Cottah 9 Chittack 12 Sq. ft. be the same little more or less out of total land measuring 157 decibal having rayati rights therein, lying at Mouza - Manikpore, Pargana- Margura,, Touzi No. 25, J.L. No. 77, R.S. No. 226, being 52 decimals formerly in R.S and L.R Dag No 213 under R.S. Khatian No. 82, 24 Decimal out of 43 decimal R.S and L.R Dag No 353 under R.S. Khatian No. 387, 41 decimal in R.S and L.R Dag No 354 under R.S. Khatian No. 387, and 21 decimal in R.S and L.R Dag No 355 under R.S. Khatian No. 138 at present lying within the local limits of Rajpur-Sonarpur Municipality under Ward No. 23, Presently being portion of Holding No. 484 , Ghoshal Para, under Police Station and Sub- Registry Office at Sonarpur, District- South 24 Parganas which at present recorded in the name of the present owners under L.R Khatian 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627,1628,1629,1630 and butted and bounded as follows:-

North : Part portion of R.S. Dag -353, & Land of R. S Dag No- 214,209;

South : Municipal Road and Land of R.S.-382,356,357;

East : Land of R.S Dag No 212,359,358;

West : Municipal Road & Part portion of R.S. Dag No-353;

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART - I

'Owners Share'

Each Owner except *Chanchal Paul* will get 1.86% of the total sale proceeds arising only out of transfer and/or sale of Units, Car Parking Spaces and any other saleable spaces in the Project.

Owners No. 6 Mr. Chanchal Paul will get 3.72% of the total sale proceeds arising only out of transfer and/or sale of Units, Car Parking Spaces and any other saleable spaces in the Project.

PART - II

'Developer Share'

All That the 77.68% of the total sale proceeds arising only out of transfer and/or sale of Units, Car Parking Spaces in the said Project.

THE THIRD SCHEDULE ABOVE REFERRED TO:

COMMON AREAS, FACILITIES AND AMENITIES

1. The foundation, columns, shear walls, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the Premises.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls including outer side of the walls of the new building Project and main gates.
7. Water pump and motor with installation and room therefore.
8. Water pump overhead tanks and underground water reservoirs, water pipes, water treatment unit, sewage treatment plant and other common plumbing installations and spaces required thereto.

9. D.G. transformer electrical wiring meters, common DB, electrical panels, fittings and fixtures for lighting the staircase lobby and other common areas, street, landscape area (excluding those as are installed for any particular Unit) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the premises.
11. Generator its installations and its allied accessories and room.
12. Lifts and their accessories installations and spaces required therefor.
13. Halls, terrace and roofs of Buildings.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

SPECIFICATIONS

NEW BUILDING :	First Class RCC structures Building with Flats/Units, Car Parking Area and Common Areas.
PLINTH :	The plinth of the building is in brick work in the cement mortar .
WALLS :	Exterior walls with cement plaster finished with cement based paint and internal walls cement plastered and will be finished with plaster of paris.
WINDOWS :	Aluminum framed with glasses panels with Grills including painting.
DOORS :	Flush type complete with oil based painting with quality fittings and fixtures. Frames wood make.
FLOORS :	Vitrified/Marble/Tiles floors
BATHROOMS :	Concealed pipe lines with necessary fittings such as commode, basin, cisterns, taps etc. of make-Nycer/Parryware/Essco and Glazed Tiles in bathroom Walls and Marble/Anis cede ceramic tiles Flooring.
KITCHEN :	Floor will be marble finished glazed tiles will be provides upto 2" Feet height in inside walls. Cooking Platform will be of black stone / marble with other quality.

ELECTRIFICATION:	Concealed or semi-concealed wiring, built-in-switch Board with necessary plug points and best quality Switches in each Bed Room, Verandahs, Drawing Rooms, Dinning Rooms, Kitchen and Toilets for Light, fan, geyser etc.
WATER SUPPLY:	Installation of Deep Tube-well, Pump, motor and construction of Pump Room, over head and under ground reservoir / tanks one electric meter with pump will be provided for lifting of water from under ground reservoir to overhead tank.
LIFT :	Modern Automatic Lift
PAINTING :	All internal walls of the Units completed with plaster of parish and cement based snowcem colour for outer walls.
STAIRS :	Made of Kota stone/Marble/Anti secede.
ROOF :	Tiles fitted.
WATER LINE:	All water lines will be concealed standard quality of G.I. pipes and size will be provided standard quality sanitary fittings or standard sized will be provided.
SEWERAGE :	All sewerage lines will be connected with the septic tank, surface drain system may be provided (if necessary) connecting to the road side drain.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

EXTRAS. DEPOSITS AND CHARGES PAYABLE IN TERMS OF THE AGREEMENT

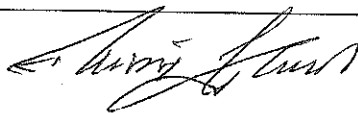
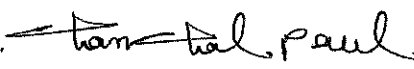
Following additional costs are to be paid by the Purchaser/s to the Developer, prior/before taking possession of the said Unit/Car Parking Spaces or any other spaces in the said Project.


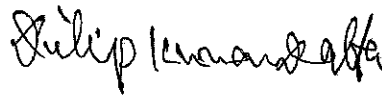
1. Amounts payable towards Stamp Duty, Registration Fees and other legal and Miscellaneous charges as may be applicable.

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 equipments.
3. Towards share money, application money, entrance fees, expenses in connection with the formation of the holding organization.
4. Maintenance deposit for first one year to be paid Subject To changes at the discretion of the Developer.
5. Regular monthly maintenance deposit and proportionate sharing the corporation taxes and other outgoings.
6. Cost of extra work done at the request of the Transferee/s apart from those specified in the FOURTH SCHEDULE.
7. **Special Amenities/Facilities:** provision of any special amenities/facilities in the common portions including Club Facilities and Development charges etc.
8. **Upgradation of fixtures and fittings:** improved specifications of construction of the said complex over and above the Specifications described hereinabove.
9. Diesel Generator Charges.
10. Legal Charges
11. Sinking Fund deposit.
12. Nomination charges.
13. Club charges.
14. **Taxes:** deposits towards Municipal rates and taxes, etc.
15. GST and any other tax and imposition levied by the State Government, Central Government or any other authority.
16. **Common Expenses/Maintenance Charges/Deposits:** proportionate share of the common expenses/maintenance charges as may be levied.
17. **Electricity Meter:** Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Complex, at actual.
18. **Internal Layout Change:** any internal change made in the layout of the Owner's Allocation and/or upgradation of fixtures and fittings.

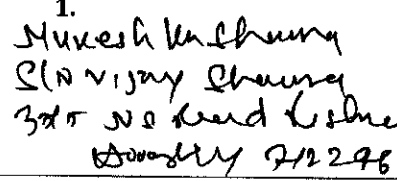

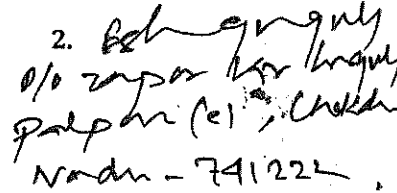
IN WITNESS WHEREOF we have executed these presents at Kolkata on this the day
of _____, 2021

SIGNED, EXECUTED AND DELIVERED by the aforesaid
Owners at Kolkata in the presence of:

Witnesses -	Owners -
1. Muxerhly Ghung S/O Vijay Ghung 30/5 N.S Road Kolkata Hooghly 712248	1.  2. Swapan Kumar Ghel 3. Subrata Majumdar 4. Bobul Paul 5. Simon Majumdar
2. Beshnaguly D/O. Tapar Kr. Gunguly Balpara (e) Chakdaha. Vader - 741222	6. ✓  7. ✓ Dally Paul 8. Bhagurangan Paul

	9. 
	10. 
	11. Niva DUTTA

SIGNED, SEALED AND ACCEPTED by the Developer at Kolkata
in the presence of:

Witnesses -	Developer -
1.  Mukesh Kulkarni S/O Vijay Chandra 30/1 No. 1st Floor Boreilly 712296	<p>REALMARK KABYO NEER LLP</p>  Designated Partners/Authorised Signatory
2.  Esha Ganguly O/o Zoya for Property Palpur (C), Kolkata Nada - 741224	

Drafted by



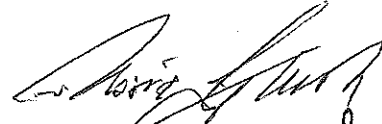

Esha Ganguly
Advocate, High Court
Regd. No. F-1559/2009











Receipt And Memo

Received from the within named **Developer** the within mentioned sum of Rs.50,00,000/- (Rupees fifty lacs) only being the consideration paid in part as per details below


MODE	NUMBER	BANK	DATE	AMOUNT
chq.	000051	Bandhan	12.02.2021	50,00,000/-
				50,00,000/-











Rs. 50,00,000/- (Rupees fifty lacs only)


Swapan Kumar Ghose
Subrata Majumder
✓ ~~Samrat Paul~~
✓ Dolly Paul
Sumon Majumder
Basu Paul

Niva Dutta
Jitip Kumar Saha
Bhaga Rangan Paul


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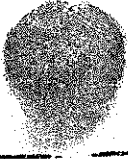




Name GAGAN LOHIA

Signature 

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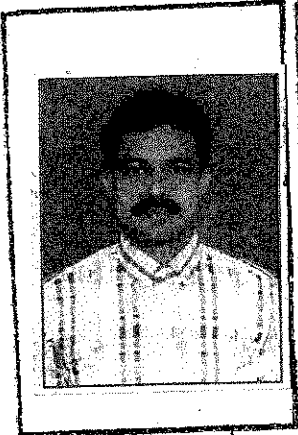










Name TRIJAY GHOSH

Signature 












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Name SWAPAN KR GHOSH

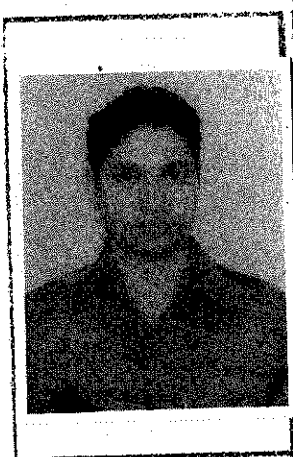










Signature Swapan Kumar Ghosh

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Name SUBRATA MAJUMDER
 Signature Subrata Majumder

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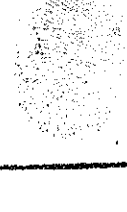
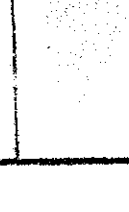



Name BABULAL PAUL
 Signature Babu Lal Paul

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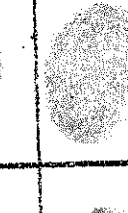






Name SUMON MAJUMDER
 Signature Sumon Majumder

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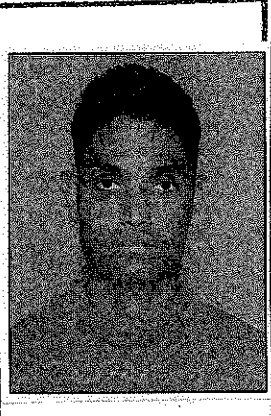










Name CHANCHAL PAUL
 Signature *Chanchal Paul*

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right hand					

Name DOLLY PAUL
 Signature *Dolly Paul*












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Name BHAJA RANJAN PAUL
 Signature *Bhaja Ranjan Paul*

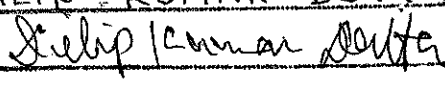
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Name TANMOY GHOSH

Signature 

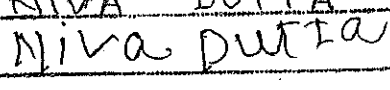
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Name DILIP KUMAR DUTTA

Signature 

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Name NIVA DUTTA

Signature 

Major Information of the Deed



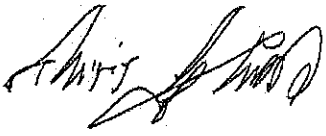
Deed No :	I-1603-00801/2021	Date of Registration	12/02/2021
Query No / Year	1603-2000218699/2021	Office where deed is registered	
Query Date	30/01/2021 3:43:46 PM	1603-2000218699/2021	
Applicant Name, Address & Other Details	Bapi Das Alipore Police Court,Thana : Alipore, District : South 24-Parganas, 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 : 50,00,000/-]		
Set Forth value	Market Value		
	Rs. 3,83,98,701/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 50,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



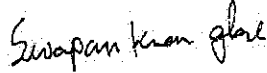
District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: GHOSHAL PARA ROAD, Mouza: Manikpur, , Ward No: 023, Holding No:484 487 JI No: 77, Pin Code : 700148

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-353 (RS :-)	LR-387	Bastu	Danga	24 Dec		1,07,15,917/-	Property is on Road
L2	LR-354 (RS :-)	LR-387	Bastu	Danga	41 Dec		1,83,06,357/-	Property is on Road
L3	LR-355 (RS :-)	LR-138	Bastu	Danga	21 Dec		93,76,427/-	Property is on Road
		TOTAL :			86Dec	0 /-	383,98,701 /-	
	Grand Total :				86Dec	0 /-	383,98,701 /-	



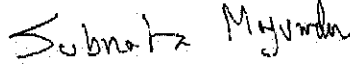
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr BIJOY GHOSH Son of Late Lal Mohan Ghosh Executed by: Self, Date of Execution: 12/02/2021 , Admitted by: Self, Date of Admission: 12/02/2021 ,Place : Office	 12/02/2021	 LTI 12/02/2021	 12/02/2021



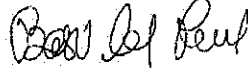
C/9, Raj Narayan Park, Boral,, P.O:- Boral, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700154 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ADxxxxxx3B, Aadhaar No: 40xxxxxxxx1391, Status :Individual, Executed by: Self, Date of Execution: 12/02/2021
 , Admitted by: Self, Date of Admission: 12/02/2021 ,Place : Office

2	Name	Photo	Finger Print	Signature
	Mr SWAPAN KUMAR GHOSH Son of Late Haridas Ghosh Executed by: Self, Date of Execution: 12/02/2021 , Admitted by: Self, Date of Admission: 12/02/2021 ,Place : Office			
		12/02/2021	LTI 12/02/2021	12/02/2021




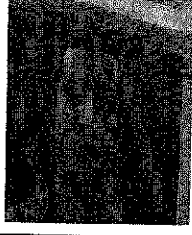

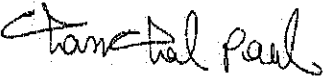
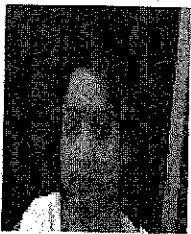





A/17, Raj Narayan Park, Rangkal,, P.O:- Boral, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700154 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ADxxxxxx8J, Aadhaar No: 77xxxxxxxx5445, Status :Individual, Executed by: Self, Date of Execution: 12/02/2021
 , Admitted by: Self, Date of Admission: 12/02/2021 ,Place : Office

3	Name	Photo	Finger Print	Signature
	Mr SUBRATA MAJUMDER Son of Mr Thakurdas Majumder Executed by: Self, Date of Execution: 12/02/2021 , Admitted by: Self, Date of Admission: 12/02/2021 ,Place : Office			
		12/02/2021	LTI 12/02/2021	12/02/2021




29, Southend Garden,, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AIxxxxxx8D, Aadhaar No: 56xxxxxxxx1603, Status :Individual, Executed by: Self, Date of Execution: 12/02/2021
 , Admitted by: Self, Date of Admission: 12/02/2021 ,Place : Office

4	Name	Photo	Finger Print	Signature
	Mr BABULAL PAUL Son of Late Kanailal Paul Executed by: Self, Date of Execution: 12/02/2021 , Admitted by: Self, Date of Admission: 12/02/2021 ,Place : Office			
		12/02/2021	LTI 12/02/2021	12/02/2021



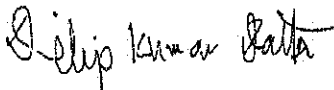
P-21, Valley Park, Sreerampore Road, Garia,, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AHxxxxxx1G, Aadhaar No: 42xxxxxxxx5313, Status :Individual, Executed by: Self, Date of Execution: 12/02/2021
 , Admitted by: Self, Date of Admission: 12/02/2021 ,Place : Office

5	Name	Photo	Finger Print	Signature
	Mr SUMON MAJUMDER Son of Mr Thakurdas Majumder Executed by: Self, Date of Execution: 12/02/2021 , Admitted by: Self, Date of Admission: 12/02/2021 ,Place : Office			
	12/02/2021	LTI	12/02/2021	12/02/2021
29, Southend Garden,, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AIxxxxxx6C, Aadhaar No: 87xxxxxxxx0545, Status :Individual, Executed by: Self, Date of Execution: 12/02/2021 , Admitted by: Self, Date of Admission: 12/02/2021 ,Place : Office				
6	Name	Photo	Finger Print	Signature
	Mr CHANCHAL PAUL Son of Late Lal Mohan Ghosh Executed by: Self, Date of Execution: 12/02/2021 , Admitted by: Self, Date of Admission: 12/02/2021 ,Place : Office			
	12/02/2021	LTI	12/02/2021	12/02/2021
145, Sreerampore Road,, P.O:- GARIA, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: BAxxxxxx6F, Aadhaar No: 70xxxxxxxx2006, Status :Individual, Executed by: Self, Date of Execution: 12/02/2021 , Admitted by: Self, Date of Admission: 12/02/2021 ,Place : Office				
7	Name	Photo	Finger Print	Signature
	Mrs DOLLY PAUL Wife of Mr CHANCHAL PAUL Executed by: Self, Date of Execution: 12/02/2021 , Admitted by: Self, Date of Admission: 12/02/2021 ,Place : Office			
	12/02/2021	LTI	12/02/2021	12/02/2021
145, Sreerampore Road, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: BDxxxxxx8A, Aadhaar No: 74xxxxxxxx7545, Status :Individual, Executed by: Self, Date of Execution: 12/02/2021 , Admitted by: Self, Date of Admission: 12/02/2021 ,Place : Office				
8	Name	Photo	Finger Print	Signature
	Mr BHAJA RANJAN PAUL Son of Late Sunil Paul Executed by: Self, Date of Execution: 12/02/2021 , Admitted by: Self, Date of Admission: 12/02/2021 ,Place : Office			
	12/02/2021	LTI	12/02/2021	12/02/2021



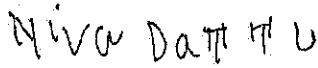
1/18, B.P Township, Block-Q,, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700094 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AZxxxxxx0R, Aadhaar No: 68xxxxxxxx1668, Status :Individual, Executed by: Self, Date of Execution: 12/02/2021
 , Admitted by: Self, Date of Admission: 12/02/2021 ,Place : Office

9	Name	Photo	Finger Print	Signature
	Mr TANMOY GHOSH Son of Mr Sadhan Ghosh Executed by: Self, Date of Execution: 12/02/2021 , Admitted by: Self, Date of Admission: 12/02/2021 ,Place : Office			
		12/02/2021	LTI 12/02/2021	12/02/2021

AB-7, Desh Bandhu Nagar, Baguihati,, P.O:- Baguihati, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: BAXxxxxx0E, Aadhaar No: 37xxxxxxxx4066, Status :Individual, Executed by: Self, Date of Execution: 12/02/2021
 , Admitted by: Self, Date of Admission: 12/02/2021 ,Place : Office

10	Name	Photo	Finger Print	Signature
	Mr DILIP KUMAR DATTA Son of Late Arun Chandra Dutta Executed by: Self, Date of Execution: 12/02/2021 , Admitted by: Self, Date of Admission: 12/02/2021 ,Place : Office			
		12/02/2021	LTI 12/02/2021	12/02/2021

1, Southend Garden Extension, Garia, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AIxxxxxx9Q, Aadhaar No: 56xxxxxxxx2829, Status :Individual, Executed by: Self, Date of Execution: 12/02/2021
 , Admitted by: Self, Date of Admission: 12/02/2021 ,Place : Office




11	Name	Photo	Finger Print	Signature
	Mrs NIVA DUTTA Wife of Mr DILIP KUMAR DUTTA Executed by: Self, Date of Execution: 12/02/2021 , Admitted by: Self, Date of Admission: 12/02/2021 ,Place : Office			
		12/02/2021	LTI 12/02/2021	12/02/2021

1, Southend Garden Extension, Garia, P.O:- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AVxxxxxx9N, Aadhaar No: 74xxxxxxxx6130, Status :Individual, Executed by: Self, Date of Execution: 12/02/2021
 , Admitted by: Self, Date of Admission: 12/02/2021 ,Place : Office

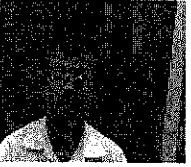

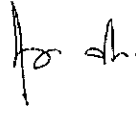
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	REALMARK ARANNYA LLP 209 AJC Bose Road, Karnani Estate, 5th Floor, Room, P.O:- CIRCUS AVENUE, P.S:- Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN - 700017 , PAN No.:: AAxxxxxx4R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr GAGAN LOHIA (Presentant) Son of Mr GOPAL PRASAD LOHIA Date of Execution - 12/02/2021, , Admitted by: Self, Date of Admission: 12/02/2021, Place of Admission of Execution: Office	Photo  Feb 12 2021 12:52PM	Finger Print  LTI 12/02/2021	Signature  12/02/2021
209, A.J.C Bose Road, Karnani Estate, 5th Floor, Room No. 192, P.O:- CIRCUS AVENUE, P.S:- Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN - 700017, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AAxxxxxx4M, Aadhaar No: 74xxxxxxxx3172 Status : Representative, Representative of : REALMARK ARANNYA LLP (as AUTHORISED SIGNATORY)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr BAPI DAS Son of Late SUNIL DAS ALIPORE POLICE COURT, P.O:- ALIPORE, P.S:- Alipore, District:-South 24 -Parganas, West Bengal, India, PIN - 700027	 12/02/2021	 12/02/2021	 12/02/2021
Identifier Of Mr BIJOY GHOSH, Mr SWAPAN KUMAR GHOSH, Mr SUBRATA MAJUMDER, Mr BABULAL PAUL, Mr SUMON MAJUMDER, Mr CHANCHAL PAUL, Mrs DOLLY PAUL, Mr BHAJA RANJAN PAUL, Mr TANMOY GHOSH, Mr DILIP KUMAR DATTA, Mrs NIVA DUTTA, Mr GAGAN LOHIA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr BIJOY GHOSH	REALMARK ARANNYA LLP-2.18182 Dec
2	Mr SWAPAN KUMAR GHOSH	REALMARK ARANNYA LLP-2.18182 Dec
3	Mr SUBRATA MAJUMDER	REALMARK ARANNYA LLP-2.18182 Dec
4	Mr BABULAL PAUL	REALMARK ARANNYA LLP-2.18182 Dec
5	Mr SUMON MAJUMDER	REALMARK ARANNYA LLP-2.18182 Dec
6	Mr CHANCHAL PAUL	REALMARK ARANNYA LLP-2.18182 Dec
7	Mrs DOLLY PAUL	REALMARK ARANNYA LLP-2.18182 Dec
8	Mr BHAJA RANJAN PAUL	REALMARK ARANNYA LLP-2.18182 Dec
9	Mr TANMOY GHOSH	REALMARK ARANNYA LLP-2.18182 Dec
10	Mr DILIP KUMAR DATTA	REALMARK ARANNYA LLP-2.18182 Dec
11	Mrs NIVA DUTTA	REALMARK ARANNYA LLP-2.18182 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr BIJOY GHOSH	REALMARK ARANNYA LLP-3.72727 Dec
2	Mr SWAPAN KUMAR GHOSH	REALMARK ARANNYA LLP-3.72727 Dec
3	Mr SUBRATA MAJUMDER	REALMARK ARANNYA LLP-3.72727 Dec
4	Mr BABULAL PAUL	REALMARK ARANNYA LLP-3.72727 Dec
5	Mr SUMON MAJUMDER	REALMARK ARANNYA LLP-3.72727 Dec
6	Mr CHANCHAL PAUL	REALMARK ARANNYA LLP-3.72727 Dec
7	Mrs DOLLY PAUL	REALMARK ARANNYA LLP-3.72727 Dec
8	Mr BHAJA RANJAN PAUL	REALMARK ARANNYA LLP-3.72727 Dec
9	Mr TANMOY GHOSH	REALMARK ARANNYA LLP-3.72727 Dec
10	Mr DILIP KUMAR DATTA	REALMARK ARANNYA LLP-3.72727 Dec
11	Mrs NIVA DUTTA	REALMARK ARANNYA LLP-3.72727 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Mr BIJOY GHOSH	REALMARK ARANNYA LLP-1.90909 Dec
2	Mr SWAPAN KUMAR GHOSH	REALMARK ARANNYA LLP-1.90909 Dec
3	Mr SUBRATA MAJUMDER	REALMARK ARANNYA LLP-1.90909 Dec
4	Mr BABULAL PAUL	REALMARK ARANNYA LLP-1.90909 Dec
5	Mr SUMON MAJUMDER	REALMARK ARANNYA LLP-1.90909 Dec
6	Mr CHANCHAL PAUL	REALMARK ARANNYA LLP-1.90909 Dec
7	Mrs DOLLY PAUL	REALMARK ARANNYA LLP-1.90909 Dec
8	Mr BHAJA RANJAN PAUL	REALMARK ARANNYA LLP-1.90909 Dec
9	Mr TANMOY GHOSH	REALMARK ARANNYA LLP-1.90909 Dec
10	Mr DILIP KUMAR DATTA	REALMARK ARANNYA LLP-1.90909 Dec
11	Mrs NIVA DUTTA	REALMARK ARANNYA LLP-1.90909 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: GHOSHAL PARA ROAD, Mouza: Manikpur, , Ward No: 023, Holding No:484 487 JI No: 77, Pin Code : 700148

Sch No	Plot & Khatian Number	Details Of Land	Owner name In English as selected by Applicant
L1	LR Plot No:- 353, LR Khatian No:- 387		Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 354, LR Khatian No:- 387		Seller is not the recorded Owner as per Applicant.
L3	LR Plot No:- 355, LR Khatian No:- 138		Seller is not the recorded Owner as per Applicant.

On 12-02-2021

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 11:35 hrs on 12-02-2021, 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 3,83,98,701/-

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

Execution is admitted on 12/02/2021 by 1. Mr BIJOY GHOSH, Son of Late Lal Mohan Ghosh, C/9, Raj Narayan Park, Boral,, P.O: Boral, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700154, by caste Hindu, by Profession Others, 2. Mr SWAPAN KUMAR GHOSH, Son of Late Haridas Ghosh, A/17, Raj Narayan Park, Rangkal,, P.O: Boral, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700154, by caste Hindu, by Profession Others, 3. Mr SUBRATA MAJUMDER, Son of Mr Thakurdas Majumder, 29, Southend Garden,, P.O: Garia, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Others, 4. Mr BABULAL PAUL, Son of Late Kanailal Paul, P-21, Valley Park, Sreerampore Road, Garia,, P.O: Garia, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Others, 5. Mr SUMON MAJUMDER, Son of Mr Thakurdas Majumder, 29, Southend Garden,, P.O: Garia, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Others, 6. Mr CHANCHAL PAUL, Son of Late Lal Mohan Ghosh, 145, Sreerampore Road,, P.O: GARIA, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Others, 7. Mrs DOLLY PAUL, Wife of Mr CHANCHAL PAUL, 145, Sreerampore Road, P.O: Garia, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Others, 8. Mr BHAJA RANJAN PAUL, Son of Late Sunil Paul, 1/18, B.P Township, Block-Q,, P.O: Garia, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700094, by caste Hindu, by Profession Others, 9. Mr TANMOY GHOSH, Son of Mr Sadhan Ghosh, AB-7, Desh Bandhu Nagar, Baguihati,, P.O: Baguihati, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by Profession Others, 10. Mr DILIP KUMAR DATTA, Son of Late Arun Chandra Dutta, 1, Southend Garden Extension, Garia, P.O: Garia, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Others, 11. Mrs NIVA DUTTA, Wife of Mr DILIP KUMAR DUTTA, 1, Southend Garden Extension, Garia, P.O: Garia, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Others
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 12-02-2021 by Mr GAGAN LOHIA, AUTHORISED SIGNATORY, REALMARK ARANNYA LLP (LLP), 209 AJC Bose Road, Kamani Estate, 5th Floor, Room, 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 50,053/- (B = Rs 50,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 50,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/02/2021 3:41PM with Govt. Ref. No: 192020210225369288 on 11-02-2021, Amount Rs: 50,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 2692159364638 on 11-02-2021, 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 100/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no AD5959, Amount: Rs.100/-, Date of Purchase: 25/09/2020, Vendor name: H Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/02/2021 3:41PM with Govt. Ref. No: 192020210225369288 on 11-02-2021, Amount Rs: 75,021/-, Bank: SBI EPay (SBlePay), Ref. No. 2692159364638 on 11-02-2021, 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 1603-2021, Page from 27650 to 27733

being No 160300801 for the year 2021.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2021.02.19 11:07:43 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2021/02/19 11:07:43 AM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.

(This document is digitally signed.)