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Certified that the document is admitted to registration. The signature sheet/sheets & the endorsement sheet/sheets attached with this document are the part of this document.

*[Signature]*

Additional District Sub-Registrar  
 Rajahat, New Town, North 24 P.S.  
 01 OCT 2015

DEVELOPMENT AGREEMENT

1. Date: 1<sup>st</sup> October, 2015.
2. Place: Kolkata
3. Parties
  - 3.1 Realtech Builders Company, a partnership firm having its office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157, [PAN AARFR 1898N] represented by its Partners, namely (1) Shishir Gupta, son of Late Sree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AIHPG 6508N] and (2) Sk Nasir, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN ADSPN 1335N]  
 (Owner, includes successors in interest and/or assigns)

নম্বর: ১৩৩  
সন ও তারিখ: ২০০৯/১৫  
ক্রেতার নাম: RINPL  
স্থান: [Signature]  
স্বাক্ষর: [Signature]  
স্বাক্ষর: [Signature]  
স্বাক্ষর: [Signature]

বহিঃ উত্তর ২২  
বহিঃ জং: 16 SEP 2015  
মোট টাকার পরিমাণ: Rs150000  
ক্রেতার নাম: [Signature]  
স্বাক্ষর: [Signature]  
স্বাক্ষর: [Signature]

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And

- 3.2 Realtech Nirman Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AADCR6464K], represented by its directors, namely (1) Shishir Gupta, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AIHPG6508N] and (2) Sk Nasir, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN ADSPN 1335 N]  
(Developer, includes successor-in-interest and assigns)

Owner and Developer individually Party and collectively Parties.

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

4. Subject Matter of Agreement
- 4.1 Development of Said Property: Understanding between the Owners and the Developer with regard to development (in the manner specified in this Agreement) of (1) land measuring 3.67 (three point six seven) decimal, equivalent to 02 (two) *cottah* 03 (three) *chittack* 22 (twenty two) square feet, more or less, out of total 44 (forty four) decimal comprised in R.S./L.R. Dag No. 1492, recorded in L. R. *Khatian* No. 8138, (First Property) And (2) land measuring 4.58 (four point five eight) decimal, equivalent to 02 (two) *cottah* 12 (twelve) *chittack* 15 (fifteen) square feet, more or less, out of total 55 (fifty five) decimal, comprised in R.S./L.R. Dag No. 1493, recorded in L.R. *Khatian* No. 8138, (Second Property), totaling to land measuring 8.25 (eight point two five) decimal equivalent to 4 (four) *cottah* 15 (fifteen) *chittack* 37 (thirty seven) square feet, both under Mouza Mohammadpur, J. L. No. - 32, Police Station Rajarhat, Additional District Sub-Registration Office Rajarhat within the limits of Rajarhat Bishnupur 2 No Gram Panchayat, District North 24 Parganas, the First Property, the Second Property, more fully and collectively described in the 1<sup>st</sup> Schedule below (collectively Said Property), by construction of cluster of new residential cum commercial buildings (New Buildings) on the Said Property [Project].



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- 4.2 Allocation and Demarcation of Respective Entitlements: Allocation and demarcation of the respective entitlements of the Owners and the Developer in the Project to be constructed on the Said Property.
5. Representations, Warranties and Background
- 5.1 Owners' Representations: The Owner has represented and warranted to the Developer as follows:
- 5.1.1 Ownership of Golam Sadique Dhali and others: By a Bengali Deed of Conveyance (*Kobala*) dated 23rd June, 1980, registered in the Office of the Sub-Registrar, Cossipur Dum Dum, in Book No. I, Volume No. 78, at Pages 291 to 293, being Deed No. 4980 for the year 1980, Osman Dhali *alias* Ochhaman Dhali, sold conveyed and transferred land measuring (1) shali 44 (forty four) decimal comprised in C.S. Dag No 1460 corresponding to R.S./L.R. Dag No. 1492, recorded in L.R. Khatian No. 412, And (2) shali 55 (fifty five) decimal, comprised in C.S. Dag No 1461 corresponding to R.S./L.R. Dag No. 1493, recorded in L.R. Khatian No. 412, totaling to land measuring 99 (ninety nine) decimal to Golam Sadique Dhali, Abdul Rasid Dhali, Basir Ahammad Dhali and Nasiruddin Dhali. (collectively **Mother Property**)
- 5.1.2 Absolute Ownership of Golam Sadique Dhali: Golam Sadique Dhali has become the undisputed  $\frac{1}{4}$  (one -fourth) share of Mother Property, i.e. the owner of (1) undivided shali land measuring 11 (eleven) decimal out of total 44 (forty four) decimal, comprised in R.S./L.R. Dag No. 1492, And (2) undivided shali land measuring 13.75 (thirteen point seven five) decimal out of total 55 (fifty five) decimal, comprised in R.S./L.R. Dag No. 1493, totaling to land measuring 24.75 (twenty four point seven five) decimal both under Mouza: Mohammadpur, J. L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur 2 No Gram Panchayat, District North 24 Parganas (collectively **Golam Sadique's Property**).
- 5.1.3 Record of Right: Golam Sadique Dhali mutated his name, in the records of Land Revenue Settlement vide L. R. Khatian No. 477, as owner of Golam Sadique's Property.
- 5.1.4 Ownership of Realtech Builders Company and others: By a Deed of Conveyance, dated 24th February, 2015, registered in the office of Additional District Sub Registrar, Rajarhat in Book No-I, CD Volume No. 4, Pages 10966 to 10982 being No. 02211 for the year 2015, Golam Sadique Dhali sold the entire of Golam Sadique's Property in favour of



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Realtech Developer & Co., Realtech Builders Company and Realtech Housing Company.

- 5.1.5 **Record of Right:** Realtech Builders Company has mutated its name, as owner of 1/3 (one-third) share of Golam Sadique's Property, in the records of Land Reforms Settlement vide *Khatian* No. 8138.
- 5.1.6 **Absolute Ownership:** In the above mentioned circumstances, the Owner has become the absolute and undisputed owner of the Said Property. The Said Property herein is the subject matter of this Development Agreement.
- 5.1.7 **Owner has Marketable Title:** The right, title and interest of the Owner in the Said Property is free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lispendens*.
- 5.1.8 **Owner to Ensure Continuing Marketability:** The Owner shall ensure that title of the Owner to the Said Property continues to remain marketable and free from all encumbrances till the completion of the development of the Said Property.
- 5.1.9 **Owner has Authority:** The Owner has full right, power and authority to enter into this Agreement.
- 5.1.10 **No Prejudicial Act:** The Owner has neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developers under this Agreement.
- 5.1.11 **No Acquisition/Requisition:** The Owner declare that the Said Property has not been acquired, required or included in any scheme of acquisition or requisition and the Owner has neither received nor is aware of any notice or order from any Authority or Statutory Body or Government Department for any such acquisition, requisition or scheme.
- 5.1.12 **No Excess Land:** The Said Property does not contain any excess land and the Owner also does not hold any excess land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- 5.1.13 **No Encumbrance:** The Owner has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing (including creation of statutory or customary right of easement)



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whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title. The Said Property is free from all claims, demands, encumbrances, mortgages, equitable mortgages, charges, liens, attachments, *lis pendens*, uses, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, restrictions and liabilities whatsoever or howsoever made or suffered by the Owner and the title of the Owner to the Said Property is good, free, clear, bankable and marketable.

- 5.1.14 **Right, Power and Authority to Develop:** The Owner has good right, full power, absolute authority and indefeasible title to develop, grant, sell, convey, transfer, assign and assure the Said Property.
- 5.1.15 **No Dues:** No revenue, cess, municipal taxes, other taxes, surcharges, impositions, outgoings or levies of any nature whatsoever in respect of the Said Property is due to the Government or any other authority or authorities and no demands, recovery proceedings or Certificate Cases are pending for realization of any dues from the Owner.
- 5.1.16 **No Right of Pre-emption:** No person, entity or authority whatsoever have/had/has or ever claimed any right of pre-emption over and in respect of the Said Property or any part thereof.
- 5.1.17 **No Mortgage:** No mortgage or charge has been created by the Owner in respect of the Said Property or any part thereof, whether by deposit of title deeds or otherwise.
- 5.1.18 **No Previous Agreement:** The Owner has ascertained that the Said Property is not the subject matter of any previous agreement, whether oral or in writing, save and except the Said Agreements and the POAs.
- 5.1.19 **No Guarantee:** The Said Property is not affected by or subject to any corporate guarantee or personal guarantee for securing any financial accommodation.
- 5.1.20 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Owner from developing, selling, transferring and/or alienating the Said Property or any part thereof.
- 5.1.21 **No Transfer:** The Owner has not created any third party interest of any nature whatsoever and/or has not delegated any of the Owner right



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either flowing from the Said Agreements or otherwise to any third party in any manner whatsoever.

5.2 **Developer's Representations:** The Developer has represented and warranted to the Owner as follows:

5.2.1 **Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.

5.2.2 **Financial Arrangement:** The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property, *inter alia* by way of construction of the New Buildings on the Said Property.

5.2.3 **No Abandonment:** The Developer shall not abandon, delay or neglect the project of development of the Said Property and shall accord the highest priority, financial as well as infrastructural, to the development of the Said Property.

5.2.4 **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate resolutions/ authorizations to that effect exist.

5.3 **Decision to Develop:** The Owner decided to develop the Said Property. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Property by constructing the Project

5.4 **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions [superceding all previous correspondence and agreements (oral or written) between the Parties] for the Project are being retorded by this Agreement.

6. **Basic Understanding**

6.1 **Development of Said Property by Construction of New Buildings:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of cluster of new residential/commercial building/s thereon on co-venture basis, with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs.





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6.2 **Nature and Use of Project:** The Project shall be in accordance with architectural plan (**Building Plans**) to be prepared by the Architect/s appointed by the Developer from time to time (**Architect**), preferably after discussion with the Owner and taking into consideration their views and suggestions, if any, duly sanctioned by the Rajarhat Bishnupur No. 2 *Gram Panchayat*, Rajarhat *Panchayat Samity*, *Zilla Parishad*, NKDA and other statutory authorities concerned with sanction (collectively **Planning Authorities**), as a ready-to-use residential/commercial buildings with specified areas, amenities and facilities to be enjoyed in common.

## 7. **Appointment and Commencement**

7.1 **Appointment:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owner hereby appoint the Developer as the developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owner.

7.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

## 8. **Sanction and Construction**

8.1 **Sanction of Building Plans;** The Developer (as the agent of the Owner but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, revalidation/ modification/alteration of the Building Plans, if required. In this regard it is clarified that (1) full potential of FAR of the Said Property shall be utilized for construction of the Project (2) the Developer shall obtain all sanctions, permissions, clearances and approvals needed for the Project (including final/modified sanction of the Building Plans and Occupancy Certificate) and (3) all costs and fees for sanctions/revalidation/modification/alteration, permissions, clearances and approvals shall be borne and paid by the Developer.



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- 8.2 **Architect and Consultants:** The Owner confirm that the Owner has authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owner shall have no liability or responsibility.
- 8.3 **Construction of New Buildings:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owner construct, erect and complete the Project on the Said Property.
- 8.4 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that subject to Circumstances Of Force Majeure (defined in Clause 24.1 below), the Developer shall complete the entire process of development of the Said Property and construct, erect and complete the Project within a period of 60 (sixty) months from the date of obtaining the sanctioned Building Plans or the date of obtaining conversion of Said Property or other statutory permission from authorities concerned with regard to sanction of Building Plans/Project or from the date of handing over of *khas*, vacant, peaceful and physical possession of the entirety of the Said Property by the Owner to the Developer, whichever is later (**Completion Time**) and the Completion Date may be extended by a period of 6 (six) months (**Extended Period**), at the option of the Developer.
- 8.5 **Common Portions:** The Developer shall at its own costs install and erect in the Project common areas, amenities and facilities such as stairways, lifts, passages, common lavatory, electric meter room, pump room, reservoir, over head water tank, water pump and motor, water connection, drainage connection, sewerage connection as per the sanctioned Building Plans and other facilities required for establishment, enjoyment and management of the Project (collectively **Common Portions**). For permanent electric connection to the flats and other spaces in the New Buildings (**Flats**), the intending purchasers (collectively **Transferees**) shall pay the deposits demanded by WBS&EDCL and other agencies and the Owner shall also pay the same for the Flats in the Owner's Allocation (defined in Clause 11.1 below). It is clarified that the expression **Transferees** includes the Owner and the Developer, to the extent of unsold or retained Flats in the New Buildings. The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate its future plans regarding the integrating/adding (notionally or actually) other contiguous lands to the Said Property and



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the Owner hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.

- 8.6 **Building Materials:** The Developer shall be authorized in the name of the Owner to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owner and required for the construction of the New Buildings but under no circumstances the Owner shall be responsible for the price/value, storage and quality of the building materials.
- 8.7 **Temporary Connections:** The Developer shall be authorized in the name of the Owner to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges.
- 8.8 **Co-operation by Owner:** The Owner shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owner shall provide all co-operations that may be necessary for successful completion of the Project.
9. **Possession**
- 9.1 **Vacating by Owner:** Simultaneously herewith, the Owner has handed over *khas*, vacant, peaceful and physical possession of the entirety of the Said Property to the Developer, for the purpose of execution of the Project.
10. **Powers and Authorities**
- 10.1 **Power of Attorney:** The Owner shall grant to the Developer and/or its assigns, nominees, legal representatives a Power of Attorney empowering them to (1) mortgage the proportionate portion of the undivided land share in the Said Property for the purpose of obtaining housing loan for intending buyer, (2) sanction/revalidate/modify/alter the Building Plans by the Planning Authorities, (3) obtain all necessary permissions from different authorities in connection with construction of the Project and for doing all things needful for development of the Said Property by construction of new residential-commercial building/s (4) construction of the Project and (5) booking and sale of the Developer's Allocation (defined in Clause 12.1 below).





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10.2 **Amalgamation and Extension of Project:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertake that the Owner shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to amalgamate the Said Property with the adjoining plots for extension of the Project and use of Common Portions.

10.3 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertake that the Owner shall execute, as and when necessary, all papers, documents, plans, common portion etc. for enabling the Developer to perform all obligations under this Agreement.

#### 11. Owner's Allocation

11.1 **Owner's Allocation:** The Owner shall be entitled to (1) 35% (thirty five percent) of the construction area (as per the Building Plans) against the Said Property in the New Buildings. The Parties have agreed that the Developer shall allot respective allocations to the Owner of the New Buildings (the details of such demarcation shall be recorded in a separate instrument) and in the event full allotment is not made out then the balance area of allotment shall be adjusted against monetary consideration (2) undivided 35% (thirty five percent) share, against the construction area of the Said Property as per the sanctioned Building Plans, in the roof of the New Buildings, including the area for access to Common Portions (collectively **Owner's Allocation**). It is clarified that the Owner's Allocation shall include undivided, impartible and indivisible 35% (thirty five percent) against the Said Property in (1) the Common Portions of the New Buildings and (2) the land contained in the Said Property. It is further clarified that the Possession Letter/s shall be issued by the Developer to the Owner at the time of handing over possession of the Owner's Allocation. The Owner's Allocation shall be heritable and freely transferable.

#### 12. Developer's Allocation

12.1 **Developer's Allocation:** The Developer shall be fully and completely entitled to (1) remaining 65% (sixty five percent) of the construction area (as per the Building Plans) against the Said Property in the New Buildings and (2) undivided 65% (sixty five percent) share, against the



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construction area of the Said Property as per the sanctioned Building Plans, in the roof of the New Buildings including the area for access to Common Portions (collectively **Developer's Allocation**). It is clarified that the Developer's Allocation shall include undivided, impartible and indivisible undivided 65% (sixty five percent) of the sanctioned FAR (as per the Building Plans) against the Said Property in (1) the Common Portions of the New Buildings and (2) the land contained in the Said Property.

### 13. Dealing with Respective Allocations

- 13.1 **Demarcation of Respective Allocations:** The Parties have mutually agreed that on sanction of the Building Plans, the Parties shall formally demarcate their respective allocations based on the Building Plans and the details of such demarcation shall be recorded in a separate instrument.
- 13.2 **Owner's Allocation:** The Owner shall be entitled to the Owner's Allocation with right to transfer or otherwise deal with the same in any manner the Owner deem appropriate and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Owner's Allocation. It is clearly understood that the dealing of the Owner with regard to the Owner's Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owner's Allocation shall be subject to the other provisions of this Agreement.
- 13.3 **Developer's Allocation:** The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owner and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owner. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement.
- 13.4 **Transfer of Developer's Allocation:** In consideration of the Developer constructing and handing over the Owner's Allocation to the Owner and





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meeting other obligations towards the Owner, the Owner shall execute deeds of conveyances of the undivided share in the land contained in the Said Property and the Building Plans as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer. Such execution of conveyances shall be through the Developer exercising the powers and authorities mentioned in Clause 10.1 above.

- 13.5 **No Objection to Allocation:** The Parties confirm that neither Party has any objection with regard to their respective allocations.
- 13.6 **Cost of Transfer:** The costs of the aforesaid conveyances of the Developer's Allocation including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Developer or the Transferees.
14. ***Panchayat* Taxes and Outgoings**
- 14.1 **Relating to Period Prior to Date of Sanction of Building Plans:** All *Panchayat* rates, taxes, penalty, interest and outgoings (collectively Rates) on the Said Property relating to the period prior to the date of sanction of the Building Plans shall be the liability of the Owner and the same shall be borne, paid and discharged by the Owner as and when called upon by the Developer, without raising any objection thereto.
- 14.2 **Relating to Period After Sanction of Building Plans:** As from the date of sanction of the Building Plans, the Developer shall be liable for the Rates in respect of the Said Property and from the Possession Date (defined in Clause 15.2 below), the Parties shall become liable and responsible for the Rates in the ratio of their sharing in the New Buildings.
15. **Possession and Post Completion Maintenance**
- 15.1 **Possession of Owner's Allocation:** Within 66 (sixty six) months or the nearest ritually suitable date (whichever be later) after the Developer obtaining Occupancy Certificate of the Project, from the date of sanction of Building Plans, the Owner shall take possession of the Owner's Allocation and if the Owner do not take such possession, it shall be deemed that the Developer has delivered possession to the Owner.
- 15.2 **Possession Date and Rates:** On and from such date of the Owner taking physical possession or the aforementioned deemed possession, whichever



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be earlier (Possession Date), the Parties shall become liable and responsible for the Rates in respect of their respective Allocations.

- 15.3 **Punctual Payment and Mutual Indemnity:** The Parties shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them, as the case may be, consequent upon a default by the other.
- 15.4 **Maintenance:** The Developer shall frame a scheme for the management and administration of the New Buildings. The Owner hereby agree to abide by all the rules and regulations to be so framed for the management and administration of the New Buildings.
- 15.5 **Maintenance Charge:** The Transferees and the Owner shall manage and maintain the Common Portions and services of the New Buildings [if necessary, by forming a body (Association)] and shall collect the costs and service charge therefore (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, 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. Advance/deposit towards Maintenance Charge shall also be collected, to ensure that funds are readily available for proper maintenance and upkeep of the New Buildings.
16. **Common Restrictions**
- 16.1 **Applicable to Both:** The Owner's Allocation and the Developer's Allocation in the New Buildings shall be subject to the same restrictions as are applicable to multi-storied ownership buildings, intended for common benefit of all occupiers of the New Buildings.
17. **Obligations of Developer**
- 17.1 **Completion of Development within Completion Time:** The Developer shall complete the entire process of development of the Said Property within the Completion Time.
- 17.2 **Meaning of Completion:** The word 'completion' shall mean habitable state with water supply, sewage connection, electrical installation and





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all other facilities and amenities as be required to be provided to make the Flats ready for use.

- 17.3 **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance.
- 17.4 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Buildings with the help of the Architect, professional bodies, contractors, etc.
- 17.5 **Specifications:** The Developer shall construct the New Buildings as per the specifications given the 2<sup>nd</sup> Schedule below (Specifications).
- 17.6 **Commencement of Project:** The development of the Said Property shall commence as per the Specifications, Building Plans, Scheme, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owner having no responsibility in respect thereof in any manner whatsoever.
- 17.7 **Construction at Developer's Cost and Responsibility and Warranty:** The Developer shall construct the New Buildings at its own cost and responsibility and shall be responsible for construction defects for a period of 1 (one) year from the date of completion, in accordance with the Promoters Act. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned and to the occupants/Transferees and shall alone be liable for any loss or for any claim arising from such construction (including labour liabilities and workmen's compensation) and shall indemnify the Owner against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 17.8 **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, service tax, works contract tax and other dues shall be paid by the person liable to pay such tax in accordance with law.
- 17.9 **Permission for Construction:** It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the



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Building Plans and execution of the Project, including those from the Promoters Cell. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer.

- 17.10 **No Violation of Law:** The Developer hereby agrees and covenants with the Owner not to violate or contravene any provision of law, regulation or rule applicable to construction of the New Buildings.
- 17.11 **No Obstruction in Dealing with Owner's Allocation:** The Developer hereby agrees and covenants with the Owner not to do any act deed or thing whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owner's Allocation.
18. **Obligations of Owner**
- 18.1 **Co-operation with Developer:** The Owner undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- 18.2 **Act in Good Faith:** The Owner undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 18.3 **Documentation and Information:** The Owner undertake to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time.
- 18.4 **No Obstruction in Dealing with Developer's Functions:** The Owner covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 18.5 **No Obstruction in Construction:** The Owner covenant not to cause any interference or hindrance in the construction of the New Buildings.
- 18.6 **No Dealing with Said Property:** The Owner covenant not to let out, grant lease, mortgage and/or charge the Said Property or any portions thereof save in the manner envisaged by this Agreement.
- 18.7 **No Obstruction in Extension of Project:** The Owner covenant not to cause any interference or hindrance if the Developer purchases and/or enter into any Joint Venture Agreement with the owner/s of any adjacent





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plot/s to extend the Project. Further the Owner confirm, assure, undertake and guarantee that the Owner shall have no objection of any nature whatsoever and shall also not ask for any additional consideration in the event of such extension of Project and/or addition of floors in the New Buildings and the Owner shall only be entitled to the Owner's Allocation, as mentioned in Clause 11.1 above.

## 19. Indemnity

- 19.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the New Buildings and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.
- 19.2 **By the Owner:** The Owner hereby indemnify and agree to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owner being incorrect.

## 20. Corporate Warranties

- 20.1 **By Developer:** The Developer warrants to the Owner that:
- 20.1.1 **Proper Incorporation:** it is properly incorporated under the laws of India.
- 20.1.2 **Necessary Licenses etc.:** it has all necessary rights, licenses, permissions, powers and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is and shall not be in breach of any obligations or duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.
- 20.1.3 **Permitted by Memorandum and Articles of Association:** the Memorandum and Articles of Association permit the Developer to undertake the activities covered by this Agreement.



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21. **Limitation of Liability**

21.1 **No Indirect Loss:** Notwithstanding anything to the contrary herein, neither the Developer nor the Owner shall be liable in any circumstances whatsoever to each other for any indirect or consequential loss suffered or incurred.

22. **Miscellaneous**

22.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.

22.2 **Essence of Contract:** In addition to time, the Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

22.3 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement. The Advocate of the Developer has drawn this Agreement and shall draw all further documents in respect to this Project.

22.4 **Valid Receipt:** The Owner shall pass valid receipts for all amounts paid under this Agreement.

22.5 **No Partnership:** The Owner and the Developer have entered into this Agreement on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

22.6 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

22.7 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owner. Further, various applications and other documents may be required to be made or signed by the Owner relating





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to which specific provisions may not have been made herein. The Owner hereby undertake to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owner in terms of this Agreement.

- 22.8 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 22.9 **Taxation:** The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnify against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owner's Allocation and the Owner shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 22.10 **Name of New Buildings/Project:** The name of the New Buildings/Project shall be decided by the Developer.
- 22.11 **No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Said Property or any part thereof to the Developer by the Owner or as creating any right, title or interest therein in favour of the Developer except to develop the Said Property in terms of this Agreement.
23. **Defaults**
- 23.1 **No Cancellation:** In the event of any default on the part of one Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement and also for damages. However, if there is any delay in completion of the Project, except due to Force Majeure (explained in Clause 24 below), the same shall be justified by the delaying Party to the suffering Party to their total satisfaction or otherwise a penalty shall be imposed, which shall be decided by arbitration.



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24. Force Majeure

24.1 **Circumstances Of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations and (14) abnormal rise in cost of construction inputs and scarcity/short supply thereof (collectively Circumstances Of Force Majeure).

24.2 **No Default:** The Parties shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances Of Force Majeure.

25. Entire Agreement

25.1 **Supercession:** This Agreement constitutes the entire agreement between the Parties and revokes and <sup>supersedes</sup> all previous discussions/ correspondence and agreements between the Parties, oral or implied or written.

26. Severance

26.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such





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provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

27. **Amendment/Modification**

27.1 **Express Documentation:** 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.

28. **Notice**

28.1 **Mode of Service:** Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4<sup>th</sup> day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The Owner shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to each of the Owner.

29. **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes) shall be referred to the Arbitral Tribunal, under the Arbitration and Conciliation Act, 1996, consist of such person as be decided/nominated by Imran Karim, Advocate of 3<sup>rd</sup> Floor, 11, Old Post Office Street, Kolkata-700001. The place of arbitration shall be Kolkata only and the language of the arbitration shall be English. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

30. **Jurisdiction**

30.1 **High Court and District Court:** In connection with the aforesaid arbitration proceeding, only the High Court at Calcutta and the District



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Judge, North 24 Parganas shall have jurisdiction to entertain and try all actions and proceedings.

**31. Rules of Interpretation**

- 31.1 **Presumptions Rebutted:** It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property.
- 31.2 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.
- 31.3 **Party:** In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.
- 31.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 31.5 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 31.6 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 31.7 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.
- 31.8 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.





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**1<sup>st</sup> Schedule**  
**(Said Property)**  
**[Subject Matter of Development Agreement]**

(1) land measuring 3.67 (three point six seven) decimal, equivalent to 02 (two) *cottah* 03 (three) *chittack* 22 (twenty two) square feet, more or less, out of total 44 (forty four) decimal comprised in R.S./L.R. Dag No. 1492, recorded in L. R. *Khatian* No. 8138, (First Property) And (2) land measuring 4.58 (four point five eight) decimal, equivalent to 02 (two) *cottah* 12 (twelve) *chittack* 15 (fifteen) square feet, more or less, out of total 55 (fifty five) decimal, comprised in R.S./L.R. Dag No. 1493, recorded in L.R. *Khatian* No. 8138, (Second Property), totaling to land measuring 8.25 (eight point two five) decimal equivalent to 4 (four) *cottah* 15 (fifteen) *chittack* 37 (thirty seven) square feet, both under Mouza Mohammadpur, J. L. No. - 32, Police Station Rajarhat, Additional District Sub-Registration Office Rajarhat within the limits of Rajarhat Bishnupur 2 No Gram Panchayat, District North 24 Parganas, the First Property, the Second Property, more fully and collectively described in the 1<sup>st</sup> Schedule below (collectively Said Property), more or less, and butted and bounded of Dag nos 1492 & 1493 as follows:

On the North : By R.S./L.R. Dag No. 1491, Mouza Kalikapur.  
 On the East : By Mouza Kalikapur.  
 On the South : By R.S./L.R Dag Nos. 1855, 1586.  
 On the West : By R.S./L.R Dag No. 1495.

Together With all easement rights and all other rights, appurtenances and inheritances for access and user and all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Owner in the Said Property.

**2<sup>nd</sup> Schedule**  
**(Specifications)**

|                   |  |
|-------------------|--|
| <b>Brick Work</b> | External Walls: 8 inch thick brickwork with cement mortar in proportion (1:6) by using 1 <sup>st</sup> class bricks.<br>Partition Walls: 5 inch thick with cement mortar in proportion (1:5) by using 1 <sup>st</sup> class bricks, providing wire mesh as required for 3 inch wall. |
| <b>Plaster</b>    | Wall Plaster outside surface 18mm thick (1:6 cement mortar), inside surface 12mm thick (1:6 cement mortar)<br>Ceiling Plaster - 6 mm thick (1:4 cement mortar)   |



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|                                |  |
|--------------------------------|--|
|                                | Proper chipping will be made before wall and ceiling plastering.   |
| Floor Of Rooms And Toilets     | Good quality marble should be used for flooring over the entire unit will be provided.   |
| Toilet Walls                   | Upto 6'-6" finished (may vary as per specification of Buyers) with white/light coloured ceramic tiles.   |
| Doors                          | Door frames will be made of good quality wood. Hot pressed flush door will be provided. Hatch bolt/Aldrop/Mortise lock in the door for each room and night latch for the main door of the flat will be provided.   |
| Windows                        | Fully Aluminium windows with glass fittings and standard handle.   |
| Sanitary Fittings In Toilet    | The following will be provided:<br>a) Tap arrangements.<br>b) White/light coloured wash basin made of porcelain.<br>c) White/light coloured commode and Indian style pan made of porcelain<br>d) Water pipe line.<br>e) Hot and cold water line in one bathroom. |
| Kitchen                        | Kitchen will be provided with top cooking platform with one stainless steel sink and drain board and ceramic tiles upto a height of 2' feet above the cooking platform.  |
| Electrical Points And Fittings | Concealed P.V.C. conduits, with good quality copper wire will be provided.<br>Number of points will be decided later. Calling bell point at the main door of the flat will be provided.  |
| Painting And Finishing         | Outside face of external walls will be finished with good quality cement paint.<br>Internal face of the walls will be finished with good quality putty.  |





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32. Execution and Delivery

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

**Realtech Builders Company**  
S K S K - SK Nalin  
**Partner**

Realtech Builders Company  
[Owner]

**Realtech Nirman Private Limited**  
S K S K - SK Nalin  
**Director**

Realtech Nirman Private Limited  
[Developer]

Witnesses:

Signature Adey.  
Name Ayusman Adey  
Father's Name Ashis Kr. Dey.  
Address 7-68, Teghoria main RD.  
Kol. 157

Signature Raju  
Name RAJU SHAW  
Father's Name U. R. Shaw  
Address 49/5 K.M. Sarani  
Kol. 23

*Sulagna De*  
**SULAGNA DE**  
**Advocate**  
High Court, Calcutta  
Enrol. No. F/1406/2008



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## SPECIMEN FORM TEN FINGER PRINTS

| Sl. No.  | Signature of the executants and/or Presentants                                      |   |   |   |   |   |
|--|---|---|---|---|---|---|
|   |    |    |    |    |    |    |
|  |   | Little  | Ring  | Middle<br>(Left Hand)   | Fore  | Thumb   |
|  |   |    |    |    |    |    |
|  |   | Thumb   | Fore  | Middle<br>(Right Hand)  | Ring  | Little  |
|  |  |   |   |   |   |   |
|  |   | Little  | Ring  | Middle<br>(Left Hand)   | Fore  | Thumb   |
|  |   |  |  |  |  |  |
|  |   | Thumb   | Fore  | Middle<br>(Right Hand)  | Ring  | Little  |
|  |   |  |  |  |  |  |
|  |   | Little  | Ring  | Middle<br>(Left Hand)   | Fore  | Thumb   |
|  |   |  |  |  |  |  |
|  |   | Thumb   | Fore  | Middle<br>(Right Hand)  | Ring  | Little  |





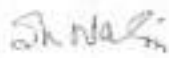


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Rajahmundry, North 24 Pgs

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## Seller, Buyer and Property Details



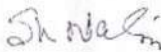
### A. Land Lord & Developer Details

| Presentant Details |   |   |   |
|--------------------|---|---|---|
| SL No.             | Name, Address, Photo, Finger print and Signature of Presentant  |   |   |
| 1                  | <p>Mr SK NASIR<br/>T 68 , Teghoria Main Road, P.O:- HATIARA, P.S:-<br/>Baguiati, Rajarhat-gopalpore, District:-North 24-<br/>Parganas, West Bengal, India, PIN - 700157</p> | <br>10/01/2015 4:37:02 PM | <br>LTI<br>10/01/2015 4:40:22 PM |
|                    |   | <br>10/01/2015 4:40:32 PM |   |

| Land Lord Details |  |   |   |
|-------------------|--|---|---|
| SL No.            | Name, Address, Photo, Finger print and Signature   |   |   |
| 1                 | <p>Realtech Builders Company<br/>T 68 , Teghoria Main Road, P.O:- HATIARA, P.S:- Baguiati, Rajarhat-gopalpore, District:-North 24-<br/>Parganas, West Bengal, India, PIN - 700157 PAN No. AARFR1898N.; Status : Organization; Represented<br/>by their representative as given below:-</p>   |   |   |
| 1(1)              | <p>Mr SHISHIR GUPTA<br/>T 68 , Teghoria Main Road, P.O:- HATIARA, P.S:-<br/>Baguiati, Rajarhat-gopalpore, District:-North 24-<br/>Parganas, West Bengal, India, PIN - 700157 Sex:<br/>Male, By Caste: Hindu, Occupation: Business,<br/>Citizen of: India, PAN No. AIHPG6508N.; Status :<br/>Representative; Date of Execution : 01/10/2015;<br/>Date of Admission : 01/10/2015; Place of<br/>Admission of Execution : Office</p> | <br>10/01/2015 5:09:02 PM | <br>LTI<br>10/01/2015 5:15:14 PM |
|                   |  | <br>10/01/2015 5:15:21 PM |   |






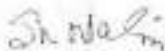


Land Lord Details

| SL No. | Name, Address, Photo, Finger print and Signature  |   |   |
|--------|---|---|---|
| (2)    | <p>Mr SK NASIR<br/>                     T 68 , Teghoria Main Road, P.O:- HATIARA, P.S:-<br/>                     Baguiati, Rajarhat-gopalpore, District:-North 24-<br/>                     Parganas, West Bengal, India, PIN - 700157Sex:<br/>                     Male, By Caste: Muslim, Occupation: Business,<br/>                     Citizen of: India, PAN No. ADSPN1335N,; Status :<br/>                     Representative; Date of Execution : 01/10/2015;<br/>                     Date of Admission : 01/10/2015; Place of<br/>                     Admission of Execution : Office</p> |  <p>10/01/2015 4:37:02 PM</p> |  <p>LTI<br/>                     10/01/2015 4:40:22 PM</p> |
|        |   |  <p>10/01/2015 4:40:32 PM</p> |   |






| Developer Details |  |   |   |
|-------------------|--|---|---|
| SL No.            | Name, Address, Photo, Finger print and Signature   |   |   |
| 1                 | Realtech Nirman Pvt Ltd<br>T 68 , Teghoria Main Road, P.O:- HATIARA, P.S:- Baguiati, Rajarhat-gopalpore, District:-North 24-<br>Parganas, West Bengal, India, PIN - 700157PAN No. AADCR6464K,; Status : Organization; Represented<br>by their representative as given below:-  |   |   |
| 1(1)              | Mr SHISHIR GUPTA<br>T 68 , Teghoria Main Road, P.O:- HATIARA, P.S:-<br>Baguiati, Rajarhat-gopalpore, District:-North 24-<br>Parganas, West Bengal, India, PIN - 700157Sex:<br>Male, By Caste: Hindu, Occupation: Business,<br>Citizen of: India, PAN No. AIHPG6508N,; Status :<br>Representative; Date of Execution : 01/10/2015;<br>Date of Admission : 01/10/2015; Place of<br>Admission of Execution : Office | <br>10/01/2015 5:09:02 PM   | <br>LTI<br>10/01/2015 5:15:14 PM   |
|                   |  | <br>10/01/2015 5:15:21 PM  |   |
| (2)               | Mr SK NASIR<br>T 68 , Teghoria Main Road, P.O:- HATIARA, P.S:-<br>Baguiati, Rajarhat-gopalpore, District:-North 24-<br>Parganas, West Bengal, India, PIN - 700157Sex:<br>Male, By Caste: Muslim, Occupation: Business,<br>Citizen of: India, PAN No. ADSPN1335N,; Status :<br>Representative; Date of Execution : 01/10/2015;<br>Date of Admission : 01/10/2015; Place of<br>Admission of Execution : Office     | <br>10/01/2015 4:37:02 PM | <br>LTI<br>10/01/2015 4:40:22 PM |
|                   |  | <br>10/01/2015 4:40:32 PM |   |

## B. Identifire Details

| Identifier Details |                           |               |           |
|--------------------|---------------------------|---------------|-----------|
| SL No.             | Identifier Name & Address | Identifier of | Signature |
|                    |                           |               |           |



| Identifier Details |  |                               |   |
|--------------------|--|-------------------------------|---|
| SL No.             | Identifier Name & Address  | Identifier of                 | Signature   |
| 1                  | Mr Mintu Paul<br>Son of Mr SUBHASH CHANDRA PAUL<br>T 68 , Teghoria Main Road, P.O:-<br>HATIARA, P.S:- Baguidi, Rajarhat-<br>gopalpore, District:-North 24-Parganas,<br>West Bengal, India, PIN - 700157<br>Sex: Male, By Caste: Hindu,<br>Occupation: Service, Cation of: India, | Mr SHISHIR GUPTA, Mr SK NASIR | <br>10/1/2015 4:46:27 PM |

### C. Transacted Property Details

| Land Details |   |   |              |                        |                      |  |
|--------------|---|---|--------------|------------------------|----------------------|--|
| Sch No.      | Property Location   | Plot No & Khatian No/ Road Zone                   | Area of Land | Setforth Value(In Rs.) | Market Value(In Rs.) | Other Details  |
| L1           | District: North 24-Parganas, P.S:-<br>Rajarhat, Gram Panchayat:<br>RAJARHAT BISHNUPUR II,<br>Mouza: Mohammadpur | LR Plot No:-<br>1492<br>, LR Khatian<br>No:- 8138 | 3.67 Dec     | 1/-                    | 16,68,180/-          | Proposed<br>Use: Bastu,<br>ROR: Shali,<br>Width of<br>Approach<br>Road: 8 Ft.,<br>Adjacent to<br>Metal Road, |
| L2           | District: North 24-Parganas, P.S:-<br>Rajarhat, Gram Panchayat:<br>RAJARHAT BISHNUPUR II,<br>Mouza: Mohammadpur | LR Plot No:-<br>1493<br>, LR Khatian<br>No:- 8138 | 4.58 Dec     | 1/-                    | 20,81,816/-          | Proposed<br>Use: Bastu,<br>ROR: Shali,<br>Width of<br>Approach<br>Road: 8 Ft.,<br>Adjacent to<br>Metal Road, |

| Transfer of Property from Land Lord to Developer |                           |                         |                  |                        |
|--|---------------------------|-------------------------|------------------|------------------------|
| Sch No.  | Name of the Land Lord     | Name of the Developer   | Transferred Area | Transferred Area in(%) |
| L1   | Realtech Builders Company | Realtech Nirman Pvt Ltd | 3.67             | 100                    |
| L2   | Realtech Builders Company | Realtech Nirman Pvt Ltd | 4.58             | 100                    |

### D. Applicant Details

| Details of the applicant who has submitted the requisition form |   |
|---|---|
| Applicant's Name  | Mintu Paul  |
| Address   | T 68 , Teghoria Main Road,Thana : Rajarhat, District : North 24-Parganas, |





| Details of the applicant who has submitted the requisition form |  |
|---|--|
| Applicant's Name  | Mintu Paul   |
| Address   | T 68 , Teghoria Main Road,Thana : Rajarhat, District : North 24-Parganas,<br>WEST BENGAL, PIN - 700157 |
| Applicant's Status  | Advocate   |





Office of the A.D.S.R. RAJARHAT, District: North 24-Parganas

Endorsement For Deed Number : I - 152311048 / 2015

|                    |  |                      |                   |
|--------------------|--|----------------------|-------------------|
| Query No/Year      | 15230000788410/2015  | Serial no/Year       | 1523011485 / 2015 |
| Deed No/Year       | I - 152311048 / 2015   |                      |                   |
| Transaction        | [0110] Sale, Development Agreement or Construction agreement |                      |                   |
| Name of Presentant | Mr SK NASIR  | Presented At         | Office            |
| Date of Execution  | 01-10-2015   | Date of Presentation | 01-10-2015        |

Remarks

On 01/10/2015

**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 13:52 hrs on : 01/10/2015, at the Office of the A.D.S.R. RAJARHAT by Mr SK NASIR ,.

**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 37,49,996/-

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

Execution is admitted on 01/10/2015 by

1. Mr SHISHIR GUPTA Partner, Realtech Builders Company, T 68 , Teghoria Main Road, P.O:- HATIARA, P.S:- Baguiati, Rajarhat-gopalpore, District:-North 24-Parganas, West Bengal, India, PIN - 700157
  2. Mr SHISHIR GUPTA Director, Realtech Nirman Pvt Ltd, T 68 , Teghoria Main Road, P.O:- HATIARA, P.S:- Baguiati, Rajarhat-gopalpore, District:-North 24-Parganas, West Bengal, India, PIN - 700157
- Identified by Mr Mintu Paul, Son of Mr SUBHASH CHANDRA PAUL, T 68 , Teghoria Main Road, P.O: HATIARA, Thana: Baguiati, , City/Town: RAJARHAT-GOPALPORE, North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Hindu, By Profession Service

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

Execution is admitted on 01/10/2015 by

1. Mr SK NASIR Partner, Realtech Builders Company, T 68 , Teghoria Main Road, P.O:- HATIARA, P.S:- Baguiati, Rajarhat-gopalpore, District:-North 24-Parganas, West Bengal, India, PIN - 700157
  2. Mr SK NASIR Director, Realtech Nirman Pvt Ltd, T 68 , Teghoria Main Road, P.O:- HATIARA, P.S:- Baguiati, Rajarhat-gopalpore, District:-North 24-Parganas, West Bengal, India, PIN - 700157
- Identified by Mr Mintu Paul, Son of Mr SUBHASH CHANDRA PAUL, T 68 , Teghoria Main Road, P.O: HATIARA, Thana: Baguiati, , City/Town: RAJARHAT-GOPALPORE, North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Hindu, By Profession Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 21/- ( E = Rs 21/- ) and Registration Fees paid by Cash Rs 21/-





**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Draft Rs 7,000/-, by Stamp Rs 100/-

**Description of Stamp**

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 5413, Purchased on 30/09/2015, Vendor named S BOSE.

**Description of Draft**

1. Rs 7,000/- is paid, by the Draft (8554) No: 684042000405, Date: 01/10/2015, Bank: STATE BANK OF INDIA (SBI), Rajarhat Township.



(Debasish Dhar)

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
North 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2015, Page from 145080 to 145114  
being No 152311048 for the year 2015.



*Dhar*

Digitally signed by DEBASISH DHAR  
Date: 2015.10.06 16:49:29 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 06-10-2015 16:49:28  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
West Bengal.

(This document is digitally signed.)



