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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.

Additional District Sub-Registrar
Raichhat, New Town, North 24-Pgs

DEVELOPMENT AGREEMENT

28 MAY 2015

1. Date: 28th May, 2015
2. Place: Kolkata
3. Parties:
 - 3.1 Azizul Hossain Mondal, son of Fazlur Rahaman, by faith Muslim, by occupation - Business, residing at Atghara, Police Station Baguiati, Post Office R-Gopalpur, Kolkata - 700136. [PAN AVLPM 7605 H].
 - 3.2 Nazir Hossain Mondal, son of Fazlur Rahaman, by faith Muslim, by occupation - Business, residing at Atghara, Police Station Baguiati, Post Office R-Gopalpur, Kolkata - 700136. [PAN AJLPM 3771 C].
 - 3.3 Sabir Hossain Mondal, son of Fazlur Rahaman, by faith Muslim, by occupation - Business, residing at Atghara, Police Station Baguiati, Post Office R-Gopalpur, Kolkata - 700136. [PAN AJWPM 6871 A].

(Collectively Owners, include successors- in-interest and/or assigns)

Azizul Hossain Mondal
Nazir Hossain Mondal
Sabir Hossain Mondal

Realtech Nirman Pvt. Ltd.

Sh. Nalin
Director

নম্বর : 3194

সন ও তারিখ : 13.02.15

স্বত্বাধারীর নাম : Realtech Nirman Pvt. Ltd.

ঠিকানা : Kol-157.

মূল্য : Rs. 1000

ডেডাইন :  বারাসাত কোর্ট

জেলা : উত্তর ২৪ পরগণা

খরিদ তারিখ : 27 JAN 2015

মোট ট্রান্সফার খরিদ : Rs. 150000

জিএসআর বারাসাত

ডেডাইন : শ্রী সন্ধ্যাট রোড



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

28 MAY 2015

And

- 3.9 **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 AADCR 6464 K] represented by its director, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of 16, Amherst Row, Police Station Amherst Street, Kolkata-700009 [PAN AIHPG6508N] and (2) **Sk Nasir**, son of Late Sk. Rashid, of Hatiara Paschimpara, Post Office Hatiara, Police Station New Town, Kolkata-700157 [PAN ADSPN 1335 N].

(Developer, includes successor-in-interest and assigns).

Owners 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 undivided land measuring 17.3125 (seventeen point three one two five) decimal more or less, out of 79 (seventy nine) decimal, comprised in R.S./L.R. Dag No. 93, recorded in L.R. Khatian Nos. 250, 3014, 3012, 3016, 3013, 3015, Mouza Chakpachuria, J.L. No. 33, Police Station New Town, within the limits of Patharghata Gram Panchayat, Additional District Sub-Registration District Rajarhat, District North 24 Parganas, (Said Property), all more fully and collectively described in the 1st Schedule below (Said Property), by construction of cluster of new residential cum commercial buildings (New Buildings) on the Said Property [Project].

- 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

- 5.1.1 **Ownership of Monajat Ali Mondal:** Monajat Ali Mondal, was the recorded owner of land measuring 79 (seventy nine) decimals, comprised in R.S./L.R. Dag No. 93 in recorded in R. S. Khatian No. 639 corresponding to Khatian No. 1378, in Mouza Chakpachuria, J. L. No. 33, Police Station New Town (formerly Rajarhat), within the limits of Patharghata Gram

Azizul Hossain Mondal

Nasir Hossain Mondal

Sabir Hossain Mondal

Realtech Nirman Pvt. Ltd.

Shishir Gupta

Sk Nasir

Director



Additional District Sub-Registrar
Rajarhat, New Town, North 24 Pgs

28 MAY 2015

Panchayat, Sub-Registrar Bidhannagar (Salt Lake City), District North 24 Parganas, along with various other properties. (**Mother Property**).

- 5.1.2 **Sale to Yunus Ali Mondal and Sawkat Mondal *alias* Sawgat Ali Mondal:** By a Bengali *Kobala* (Deed of Sale) dated 27th February, 1990 and registered in the Office of Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. 1, Volume No. 29, at Pages 153 to 160, being Deed No. 1351 for the year 1990, Monajat Ali Mondal transferred the entire Mother Property to Yunus Ali Mondal and Sawkat Mondal *alias* Sawgat Ali Mondal.
- 5.1.3 **Mutation by Yunus Ali Mondal and Sawkat Mondal *alias* Sawgat Ali Mondal:** Yunus Ali Mondal and Sawkat Mondal *alias* Sawgat Ali Mondal duly mutated their names as owners of the Mother Property, against their respective shares in the records of the Land Revenue Settlement vide L.R. *Khatian* Nos. 250 and 1656 (**Yunus- Sawkat's Joint Property**).
- 5.1.4 **Sale to Azizul Hossain Mondal and others:** By a Bengali *Kobala* (Deed of Sale) dated 10th January, 2011, registered in the Office of Additional District Sub-Registrar Bidhannagar (Salt Lake City), in Book No. 1, CD Volume No. 1, at Pages 4465 to 4477, being Deed No. 0190 for the year 2011, Yunus Ali Mondal and Sawkat Mondal *alias* Sawgat Ali Mondal jointly sold conveyed and transferred land measuring measuring 16 (sixteen) decimals out of Yunus-Sawkat's Joint Property to Azizul Hossain Mondal, Anowar Hossain Mondal, Nazir Hossain Mondal, Sabir Hossain Mondal and Nasir Hossain Mondal (*since deceased*) for the consideration mentioned therein. (**Azizul & other's Property**).
- 5.1.5 **Mutation by Azizul Hossain Mondal and others:** Azizul Hossain Mondal, Anowar Hossain Mondal, Nazir Hossain Mondal, Sabir Hossain Mondal and Nasir Hossain Mondal, duly mutated their names as owners of the Azizul & other's Property, against their respective shares in the records of the Land Revenue Settlement vide L. R. *Khatian* Nos. 3014, 3012, 3016, 3013, 3015 respectively.
- 5.1.6 **Ownership of Yunus Mondal *alias* Yunus Ali Mondal:** Yunus Mondal *alias* Yunus Ali Mondal was the recorded owner of undivided $\frac{1}{2}$ share, being land measuring 31.50 (thirty one point five zero) decimal more or less, out of balance portion of Yunus-Sawkat's Joint Property, comprised in R.S./L.R. *Dag* No. 93, recorded in L.R. *Khatian* No. 250, *Mouza* Chakpachuria, J. L. No. 33, Police Station Newtown (formerly Rajarhat), District North 24 Parganas (**Yunus's Property**).
- 5.1.7 **Demise of Yunus Mondal *alias* Yunus Ali Mondal:** Yunus Mondal *alias* Yunus Ali Mondal, died on 10th December 2012, leaving behind him surviving his wife, Jhirnnechha Bibi, 4 (four) daughters, namely, Layli Bibi *alias* Layla Bibi, Supiya Bibi, Nasima Bibi and Reshma Bibi, 1(one)

Azizul Hossain Mondal

Nasir Hossain Mondal

Sabir Hossain Mondal

Realtech Nirman Pvt. Ltd.

Shishir Kumar

Sh. N. S. S. S.
Director



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

28 MAY 2015

brother, Sawkat Mondal *alias* Sawgat Ali Mondal, 3 (three) sisters, namely, Sufia Bibi *alias* Sakina Bibi, Ruduna Bibi and Mahina Bibi Molla [collectively **Legal Heirs of Yunus Ali Mondal**] as his surviving legal heirs and heiresses, all of whom jointly inherited the right, title and interest of the entirety of Yunus's Property, as per the Muslim law of inheritance.

- 5.1.8 **Ownership of Legal Heirs of Yunus Mondal *alias* Yunus Ali Mondal:** Jhirnnechha Bibi, Layli Bibi, Supiya Bibi, Nasima Bibi, Reshma Bibi, Sawkat Mondal *allies* Sawgat Ali Mondal, Sufia Bibi *alias* Sakina Bibi, Ruduna Bibi and Mahina Bibi Molla, all being the Legal Heirs of Yunus Ali Mondal, inherited the right, title and interest of Yunus Ali Mondal in Yunus's Property, as per the Certificate of *Farayez* dated 17th March 2015 issued by Md Azizul Haque, *Naib Kazi*, each of them having their respective shares therein. The details of each share of Legal Heirs of Yunus Mondal *alias* Yunus Ali Mondal are given hereby.

| Names of Legal Heirs of Yunus Mondal <i>alias</i> Yunus Ali Mondal | Share in Yunus's Property | Quantum of Land (in decimal) |
|--|---------------------------|------------------------------|
| Jhirnnechha Bibi | 498.418 | 3.9375 |
| Layli Bibi | 664.557 | 5.2500 |
| Supriya Bibi | 664.557 | 5.2500 |
| Nasima Bibi | 664.557 | 5.2500 |
| Reshma Bibi | 664.557 | 5.2500 |
| Sawkat Mondal <i>allies</i> Sawgat Ali Mondal | 332.278 | 2.6250 |
| Sufia Bibi <i>alias</i> Sakina Bibi | 166.139 | 1.3125 |
| Ruduna Bibi | 166.139 | 1.3125 |
| Mahina Bibi | 166.139 | 1.3125 |

- 5.1.9 **Demise of Nasir Hossain Mondal:** Nasir Hossain Mondal, died as a bachelor leaving *intestate*, behind him surviving his mother Sufia Bibi *alias* Sakina Bibi, 4 (four) brothers, Azizul Hossain Mondal, Nazir Hossain Mondal, Sabir Hossain Mondal, Anowar Hossain Mondal and 2 (two) sisters, namely, Rosonara Bibi and Morjina Bibi [collectively **Legal Heirs of Nasir Hossain Mondal**] as his surviving legal heirs and heiresses, all of whom jointly inherited the right, title and interest of the entirety of Nasir Hossain Mondal in the Azizul & other's Property, as per the Muslim law of inheritance.

- 5.1.10 **Demise of Sufia Bibi *alias* Sakina Bibi:** Sufia Bibi *alias* Sakina Bibi, died *intestate* leaving behind her surviving her 4 (four) sons, Azizul Hossain Mondal, Nazir Hossain Mondal, Sabir Hossain Mondal, Anowar Hossain Mondal and 2 (two) daughters, namely, Rosonara Bibi and Morjina Bibi [collectively **Legal Heirs of Sufia Bibi *alias* Sakina Bibi**] as her surviving

Azizul Hossain Mondal
 Nazir Hossain Mondal
 Sabir Hossain Mondal

Realtech Nirman Pvt. Ltd.
 Shishu Kumar
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 Director



Additional District Sub-Registrar
Rajerhat, New Town, North 24-Pgs

28 MAY 2015

legal heirs and heiresses, all of whom jointly inherited the right, title and interest of the entire of Sufiya Bibi's Share in the Nasir Hossain Mondal's share in the Azizul & other's Property and Sufiya Bibi's Share in the Yunus's Property, particularly mentioned in the table above, as per the Muslim law of inheritance.

- 5.1.11 **Absolute Ownership of Azizul Hossain Mondal & others:** Azizul Hossain Mondal, Nazir Hossain Mondal, Sabir Hossain Mondal, Anowar Hossain Mondal, Rosonara Bibi and Morjina Bibi, inherited the right, title and interest of entire Nasir Hossain Mondal's share in the Azizul & other's Property and entire Sufiya Bibi's Share in the Nasir's Property and Yunus's Property, as per the Certificate of *Farayez* dated 17th March 2015 issued by Md Azizul Haque, *Naib Kazi*, each of them having their respective shares therein. The details of each share of Legal Heirs of Sufiya Bibi are given hereby.

| Names of Owners | Own Share as per Purchased (in decimal) | Share of Sufia Bibi alias Sakina Bibi's in Yunus's Property (in decimal) | Share of in Nasir's Property (in decimal) | Quantum of Land (in decimal) |
|-----------------------|---|--|---|------------------------------|
| Azizul Hossain Mondal | 6.0 | 0.26250 | 0.50 | 6.76250 |
| Nazir Hossain Mondal | 2.5 | 0.26250 | 0.50 | 3.26250 |
| Sabir Hossain Mondal | 2.5 | 0.26250 | 0.50 | 3.26250 |
| Anowar Hossain Mondal | 2.5 | 0.26250 | 0.50 | 3.26250 |
| Rosonara Bibi | - | 0.13125 | 0.25 | 0.38125 |
| Morjina Bibi | - | 0.13125 | 0.25 | 0.38125 |

- 5.1.12 **Gift to Azizul Hossain Mondal:** By a Deed of Gift dated 19th March, 2015 and registered in the Office of DSR-II, Barasat in Book No. I, Volume No. 2, at Pages 6936 to 6952, being Deed No. 0957 for the year 2015 Anowar Hossain Mondal, Rosonara Bibi and Morjina Bibi gifted their entire share of property mentioned above to their brother Azizul Hossain Mondal (Owner No.3.1 herein).

- 5.1.13 **Absolute Ownership:** In the above mentioned circumstances, the Owners have become the joint, absolute and undisputed owners of the Said Property. The Said Property herein is the subject matter of this

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Shishu
Shweta
Director



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

28 MAY 2015

Development Agreement. The share of owners of Said Property is given below

| Names of Owners | Quantum of Land (in decimal) |
|-----------------------|---------------------------------|
| Azizul Hossain Mondal | 10.7875 |
| Nazir Hossain Mondal | 3.2625 |
| Sabir Hossain Mondal | 3.2625 |

- 5.1.14 Owners have Marketable Title:** The right, title and interest of the Owners in the Said Property are free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lis pendens*.
- 5.1.15 Owners to Ensure Continuing Marketability:** The Owners shall ensure that title of the Owners to the Said Property continues to remain marketable and free from all encumbrances till the completion of the development of the Said Property.
- 5.1.16 Owners have Authority:** The Owners have full right, power and authority to enter into this Agreement.
- 5.1.17 No Prejudicial Act:** The Owners have 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.
- 5.1.18 No Acquisition/Requisition:** The Owners declare that the Said Property has not been acquired, required or included in any scheme of acquisition or requisition and the Owners have 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.
- 5.1.19 No Encumbrance:** The Owners have 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) 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,

Azizul Hossain Mondal
 Nazir Hossain Mondal
 Sabir Hossain Mondal

Realtech Nirman Pvt. Ltd.
 5/5/16 - Sh. Na. Q.
 Director



Additional District Sub-Registrar,
Rajarhat, New Town, North 24-Pgs

28 MAY 2016

acquisitions, requisitions, restrictions and liabilities whatsoever or howsoever made or suffered by the Owners and the title of the Owners to the Said Property is good, free, clear, bankable and marketable.

- 5.1.20 **Right, Power and Authority to Develop:** The Owners have good right, full power, absolute authority and indefeasible title to develop, grant, sell, convey, transfer, assign and assure the Said Property.
- 5.1.21 **No Dues:** No revenue, cess, *Panchayat* 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 Owners.
- 5.1.22 **No Right of Pre-emption:** No person, entity or authority whosoever have/had/has or ever claimed any right of pre-emption over and in respect of the Said Property or any part thereof.
- 5.1.23 **No Mortgage:** No mortgage or charge has been created by the Owners in respect of the Said Property or any part thereof, whether by deposit of title deeds or otherwise.
- 5.1.24 **No Previous Agreement:** The Owners have 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.
- 5.1.25 **No Guarantee:** The Said Property is not affected by or subject to any corporate guarantee or personal guarantee for securing any financial accommodation.
- 5.1.26 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Owners from developing, selling, transferring and/or alienating the Said Property or any part thereof.
- 5.1.27 **No Transfer:** The Owners have not created any third party interest of any nature whatsoever and/or has not delegated any of the Owners right either flowing from the Said Agreements or otherwise to any third party in any manner whatsoever.

Azizul Hossain monzal

Nabir Hossain mander

Sabir Hossain monzal

Realtech Nirman Pvt. Ltd.

Shishu Shukla
Director



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

28 MAY 2015

- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Owners 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 Owners 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 [superseding all previous correspondence and agreements (oral or written) between the Parties] for the Project are being recorded by this Agreement.
6. **Basic Understanding**
- 6.1 **Development of Said Property by Construction of Project:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of the new buildings 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.
- 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 Patharghata Panchayat.

Namir Hassan Mulla

Sabir Hassan Mulla

Realtech Nirman Pvt. Ltd.

Sh. Nalin

Director



Additional District Sub-Registrar
Rajarat, New Town, North 24-Pgs

28 MAY 2015

Rajarhat Panchayat Samity, Zilla Parishad, NKDA and other statutory authorities concerned with sanction (collectively **Planning Authorities**), as a ready-to-use residential - cum - 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 Owners 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 Owners.
- 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 Owners but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, sanction of the Building Plans. 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 be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Occupancy Certificate) and (3) all costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer.
- 8.2 **Architect and Consultants:** The Owners confirm that the Owners have 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 Owners shall have no liability or responsibility.
- 8.3 **Construction of Project:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners construct, erect and complete the Project [G+11 storied building, subject to sanctioned building plan by the Authorities] on the Said Property comprising of new residential buildings and Common Portions (defined in Clause 8.5 below), in accordance with the sanctioned Building Plans.

Arizul Hossain Monzal
Nawaz Hossain Monzal

Babur Hossain Monzal

Realtach Nirman Pvt. Ltd.

Sh. N. S. N. S.
Director



Additional District Sub-Registrar
Rajarhat, New Town, North 24 Pgs.

28 MAY 2015

- 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 42 (forty two) months from the date of execution of this Agreement (**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 New Building 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 in the Project (**Flats/Units**), the intending purchasers (collectively **Transferees**) shall pay the deposits demanded by WBSUEDCL and other agencies and the Owners shall also pay the same for the Flats in the Owners' Allocation (defined in Clause 11.1 below). It is clarified that the expression Transferees include the Owners and the Developer, to the extent of unsold or retained Flats in the Project.
- 8.6 **Building Materials:** The Developer shall be authorized in the name of the Owners 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 Owners and required for the construction of the New Buildings but under no circumstances the Owners 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 Owners or Developer 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 **Modification:** The Developer shall be entitled to amend or modify the Building Plans, as when required, within the permissible limits and norms of the Planning Authorities.

Azizul Hossain monzal
 Nazim Hossain monzal
 Sabir Hossain monzal

Realtch Nirman Pvt. Ltd.

Shishu Sunil
 Director



Additional District Sub-Registrar
Rajarhat, New Town, North 24 Pgs.

28 MAY 2015

- 8.9 **Co-operation by Owners:** The Owners 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 Owners shall provide all co-operations that may be necessary for successful completion of the Project.

9. Possession

- 9.1 **Vacating by Owners:** Simultaneously herewith, the Owners have 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 Owners shall grant to the Developer, at its own risk, liability of Developer and/or its assigns, nominees, legal representatives a Power of Attorney empowering them to (1) mortgage the part or portion of 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 building/s (4) construction of the Project and Building/s (5) booking, Agreement and sale of the Developer's Allocation (defined in Clause 12.1 below).
- 10.2 **Amalgamation and Extension of Project:** Notwithstanding grant of the aforesaid Power of Attorney, the Owners hereby undertake that the Owners 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 Owners hereby undertake that the Owners shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.

11. Owners' Allocation

- 11.1 **Owners' Allocation:** The Owners shall be entitled to (1) 49% (forty nine percent) of the proposed construction area of New Buildings on the Said Property in the proposed Project [i.e. the Land Area of the Individual Owner/s multiplied by the total Constructed Area of the proposed Project, divided by the total Land Area of the Project]. The Parties have agreed that the Developer shall allot a) one commercial space with 13' wide frontage minimum measuring about 1000 (one thousand) square feet buildup area

Aziz Hossain monal
 Nazim Hossain monal
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Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

28 MAY 2015

on the Ground floor in the south-west side of the front building, b) one commercial space with 14' wide frontage minimum measuring about 1000 (one thousand) square feet buildup area on the First floor in the south-west side of the front building and c) balance residential space/flats on the typical floors in 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 49% (forty nine percent) share, against the sanctioned FAR 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 and (3) an interest free deposit of Rs. 1,00,00,000/- (Rupees one crore) only [Deposit] which shall be refunded back to the Developer (collectively Owners' Allocation).** It is clarified that the Owners' Allocation shall include undivided, impartible and indivisible 49% (forty nine 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 after completion of the Project, Possession Letter/s shall be issued by the Developer to the Owners at the time of handing over possession of the Owners' Allocation. The Owners' 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 51% (fifty one percent) of the construction area against the Said Property in the New Buildings except allotted Owners' Allocation area and (2) undivided 51% (fifty one percent) share, against the construction FAR 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 51% (fifty one percent) of the construction FAR 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 **Owners' Allocation:** The Owners shall be entitled to the Owners' Allocation with right to transfer or otherwise deal with the same in any manner the Owners deem appropriate and the Developer shall not in any

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 Nazim Hossain Mondal
 Sabir Hossain Mondal

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Additional District Sub-Registrar
Rajamat, New Town, North 24-Pgs

28 MAY 2015

way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Owners' Allocation. It is clearly understood that the dealing of the Owners with regard to the Owners' Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owners' 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 Owners and the Owners 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 Owners. 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 Owners' Allocation to the Owners and meeting other obligations towards the Owners, the Owners 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 Agreement:** All Panchayat rates, taxes, penalty, interest and outgoings (collectively **Rates**) on the Said Property relating to the period prior to the date of Agreement shall be the liability of the Owners and the same shall be borne, paid and discharged by the Owners as and when called upon by the Developer, without raising any objection thereto.
- 14.2 **Relating to Period after Agreement:** As from the date of Agreement, the Developer shall be liable for the Rates in respect of the Said Property and

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Nawaz Hossain monza

Sabir Hossain monza

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Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

28 MAY 2015

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 Owners' Allocation:** After the Developer obtaining Occupancy Certificate of the Project, within 15 (fifteen) days from the date of the possession notice, the Owners shall be bound to take over physical possession of the Owners' Allocation and simultaneously refund/adjust the Deposit to/with the Developer and subject to the other terms of this agreement.
- 15.2 **Possession Date and Rates:** Within completion time 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 Owners shall take possession of the Owners' Allocation and if the Owners do not take such possession, it shall be deemed that the Developer has delivered possession to the Owners.
- 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 Owners 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 Owners 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 therefor (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.

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 Sabir Hossain monzal

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Rejarhat, New Town, North 24-Pgs

28 MAY 2015

16. Common Restrictions

- 16.1 **Applicable to Both:** The Owners' 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 all other facilities and amenities as be required to be provided to make the Flats ready-for-use and with Occupancy Certificate from Sanctioning Authorities.
- 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 2nd 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 Owners 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 6 (six) month 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 Owners against any

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 Shishir Kumar
 Shishir Kumar
 Director



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

28 MAY 2015

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 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 Assignment:** The Developer hereby agrees and covenants with the Owners not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the consent in writing of the Owners.
- 17.11 **No Violation of Law:** The Developer hereby agrees and covenants with the Owners not to violate or contravene any provision of law, regulation or rule applicable to construction of the New Buildings.
- 17.12 **No Obstruction in Dealing with Owners' Allocation:** The Developer hereby agrees and covenants with the Owners not to do any act deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owners' Allocation.
18. **Obligations of Owners**
- 18.1 **Co-operation with Developer:** The Owners 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 Owners 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 Owners 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 Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.

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 Nazim Hossain manzal
 Sabir Hossain manzal

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 Sh. N. S. H.
 Director



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs.

28 MAY 2015

- 18.5 **No Obstruction in Construction:** The Owners covenant not to cause any interference or hindrance in the construction of the New Buildings.
- 18.6 **No Dealing with Said Property:** The Owners 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 Owners 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 plot/s of RS/LR Dag No. 93 in the Mouza Chakpachuria only to extend the Project. Further the Owners confirm, assure, undertake and guarantee that the Owners 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 the Owners shall only be entitled to the Owners' Allocation, as mentioned in Clause 11.1 above And the Developer will take consent from the Owners, if the Developer shall extend the Project with any adjacent plot/s except the land of RS/LR Dag No. 93.

19. Indemnity

- 19.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owners saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners 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 Owners:** The Owners 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 Owners being incorrect.

20. Corporate Warranties

- 20.1 **By Developer:** The Developer warrants to the Owners 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

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 Sabir Hossain Mondal

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 S. K. S. H. - Sunil
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Additional District Sub-Registrar
Rajarhat, New Town, North 24 Pgs.

28 MAY 2015

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.

21. Limitation of Liability

- 21.1 **No Indirect Loss:** Notwithstanding anything to the contrary herein, neither the Developer nor the Owners 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 Owners 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. Mr. Imran Karim, Advocate, High Court, Calcutta, who has drawn this Agreement, shall draw all further documents in respect to this Project.
- 22.4 **Valid Receipt:** The Owners shall pass valid receipts for all amounts paid under this Agreement.
- 22.5 **No Partnership:** The Owners 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.

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Nawaz Hossain mawad

Sabir Hossain mawad

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Shishu Kumar

Sh. Nalin
Director



Additional District Sub-Registrar
Rajahmundry, New Town, North 24-Pgs

28 MAY 2015

- 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 Owners. Further, various applications and other documents may be required to be made or signed by the Owners relating to which specific provisions may not have been made herein. The Owners 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 Owners 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 Owners 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 Owners 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 Owners 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, Service Tax or any other taxes in respect of the Owners' Allocation and the Owners 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 Owners 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.

Aziz Hassan mazzal
 Nazim Hassan mazzal
 Sabir Hassan mazzal

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 S. K. Shrivastava
 S. K. Shrivastava
 Director



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

28 MAY 2015

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) any acts behind the control of the Developer (2) acts of God or 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 (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 **Supersession:** 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 or written.

26. Counterparts

26.1 **All Originals:** This Agreement is being executed simultaneously in duplicate and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Developer and another by the Owners.

27. Severance

27.1 **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

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Sabir Hossain

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Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

28 MAY 2015

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 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.

28. Amendment/Modification

- 28.1 **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.

29. Notice

- 29.1 **Mode of Service:** Notices under this Agreement shall be served by 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 on the 4th 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 Owners 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 Owners.

30. **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 the Parties herein. 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.

31. Jurisdiction

- 31.1 **High Court and District Court:** In connection with the aforesaid arbitration proceeding, only the High Court at Calcutta and the District Judge, North 24 Parganas shall have jurisdiction to entertain and try all actions and proceedings.

Aziz Hossain Mandal
Nawaz Hossain Mandal

Sabit Hossain Mandal

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Shishu Shukla
 Director



Additional District Sub-Registrar
Rajahmundry, New Town, North 24-Pgs.

28 MAY 2015

32. Rules of Interpretation

- 32.1 **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.
- 32.2 **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.
- 32.3 **Party:** In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.
- 32.4 **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.
- 32.5 **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.
- 32.6 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 32.7 **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.
- 32.8 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

1st Schedule (Said Property)

Undivided land measuring 17.3125(seventeen point three one two five) decimal more or less, out of 79 (seventy nine) decimal, comprised in

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Nawaz Hossain Mandal
Sabir Hossain Mandal

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Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs.

28 MAY 2015

RS/LR Dag No. 93, recorded in L.R. Khatian Nos. 250, 3014, 3012, 3016, 3013, 3015, Mouza Chakpachuria, J.L. No. 33, Police Station New Town, within the limits of Patharghata Gram Panchayat, Additional District Sub-Registration District Rajarhat, District North 24 Parganas, and butted and bounded the entire Dag No. 93, as follows:

On the North : By Mouza Mohammadpur, J.L. No. 32.
 On the East : By Mouza Mohammadpur, J.L. No. 32.
 On the South : By Panchayat Road
 On the West : By RS/LR Dag Nos. 90, 92.

**2nd Schedule
 (Specifications)**

| | |
|-----------------------------------|--|
| Brick Work | External Walls: 8 inch thick brickwork with cement mortar in proportion (1:6) by using 1 st class bricks. Partition Walls: 4 inch thick with cement mortar in proportion (1:4) by using 1 st class bricks, providing wire mesh as required for 3 inch wall. |
| Plaster | Wall Plaster- outside surface 18mm thick (1:6 cement mortar), inside surface 12mm thick (1:6 cement mortar) Ceiling Plaster - 6 mm thick (1:4 cement mortar) Proper chipping will be made before wall and ceiling plastering. |
| Floor Of Rooms And Toilets | As per specification of the Developer flooring in all the rooms, kitchen, toilets, verandah etc. will be provided. |
| Toilet Walls | Upto 6'-0" finished (may vary as per specification of Developer) 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. |

Azizul Hossain monsal
 Nazim Hossain monsal
 Sabir Hossain monsal

Realtech Nirman Pvt. Ltd.
 Shishu
 SK Nalin
 Director



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

28 MAY 2015

| | |
|---------------------------------------|---|
| Sanitary Fittings In Toilets | <p>The following will be provided:</p> <p>a) Tap arrangements.</p> <p>b) White/light coloured wash basin made of porcelain (in one Toilet).</p> <p>c) White/light coloured European type water closet made of porcelain.</p> <p>d) Water pipe line.</p> <p>e) Hot and cold water line (in one Toilet).</p> <p>f) Provision for installation of geysers (in one Toilet).</p> |
| Kitchen | <p>Kitchen will be provided with top cooking platform with one stainless steel sink and drain board and ceramic tiles upto a height of 2'-6" feet above the cooking platform.</p> |
| Electrical Points And Fittings | <p>Concealed P.V.C. conduits, with good quality copper wire will be provided. Number of points will be decided later. Calling bell point at the main door of the flat will be provided.</p> <p>The Developer shall install of transformer/s in the Project, by its own cost before handover of the Owners' Allocation.</p> |
| Painting And Finishing | <p>Outside face of external walls will be finished with good quality cement paint. Internal face of the walls will be finished with good quality Putty/ Plaster of Paris.</p> |

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Nawaz Hossain monirul

Sabbir Hossain monirul

Realtech Nirman Pvt. Ltd.

Shishu SK Nalin

Director



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

28 MAY 2015

31. Execution and Delivery

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

Aziz Hossain monzal
 Nazim Hossain mudred
Sabir Hossain monzal
 [Owners]

Realtech Nirman Pvt. Ltd.
 Sh. N. G.
 Director

(Realtech Nirman Private Limited)
 [Developer]

Witnesses:

Name Sulagna De

Name Prity Shari

Father's Name Prasanta De

Father's Name R. Shari

Address T-68, Teghoria Main Rd

Address 49/5 K. M. Sarani

Kolkata - 700157

Kol-22

Sulagna De
 SULAGNA DE
 Advocate
 High Court, Calcutta



Additional District Sub-Registrar
Rajarhat, New Town, North 24 Pgs.

28 MAY 2015

High Court, Calcutta
Advocate
SUNANDA DE

Receipt and Memo

Received from the within named Developer the within mentioned sum of **Rs. 1,00,00,000/-** (Rupees one crore) only towards security deposit for development of the Said Property described in the **1st Schedule** above, in the following manner:

| Mode | Date | Bank | Amount (Rs.) |
|----------------|------------|-----------|----------------------|
| 1) Chq. 054901 | 17/03/2015 | IDBI Bank | 10,00,000/- |
| 2) Chq. 054902 | 17/03/2015 | IDBI Bank | 10,00,000/- |
| 3) Chq. 054904 | 17/03/2015 | IDBI Bank | 10,00,000/- |
| 4) Chq. 054905 | 17/03/2015 | IDBI Bank | 10,00,000/- |
| 5) Chq. 043724 | 02/04/2015 | IDBI Bank | 10,00,000/- |
| 6) Chq. 049686 | 09/05/2015 | IDBI Bank | 10,00,000/- |
| 7) Chq. 049687 | 27/05/2015 | IDBI Bank | 10,00,000/- |
| 8) Chq. 049689 | 25/06/2015 | IDBI Bank | 10,00,000/- |
| 9) Chq. 049688 | 10/07/2015 | IDBI Bank | 10,00,000/- |
| 10) Cash | 26/05/2015 | | 10,00,000/- |
| Total | | | 1,00,00,000/- |

Azizul Hossain Maul
Nazim Hossain Maul
Sabir Hossain Maul

[Owners]

Witnesses:

Name Sulagna De

Father's Name Prasanta De

Address T-G 8, Tegheria Main Rd.

Kolkata- 700157

Name Prju Shaw

Father's Name R. Shaw

Address 49/5 R. M. Sclan


Kol- 23



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

28 MAY 2015

SPECIMEN FORM TEN FINGER PRINTS























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



Additional District Sub-Registrar
Rajarhat, New Town, North 24 Parganas

28 MAY 2015

SPECIMEN FORM TEN FINGER PRINTS

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



Additional District Sub-Registrar
Rajarhat, New Town, North 24 Pgs

28 MAY 2015

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

GRN: 19-201516-000587576-1

Payment Mode Online Payment

GRN Date: 28/05/2015 10:39:49

Bank: AXIS Bank

BRN: 15035726

BRN Date: 28/05/2015 10:42:58

DEPOSITOR'S DETAILS

Id No. : 15230000191351/1/2015

[Query No./Query Year]

Name : REALTECH NIRMAN PVT LTD
Contact No. : 25707991 Mobile No. : +91 8336953967
E-mail : realtechnirman@gmail.com
Address : T-68, TEGHORIA MAIN RODAD, KOLKATA- 700157
Applicant Name : Mr MINTU PAUL
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

| Sl. No. | Identification No. | Head of A/C Description | Head of A/C | Amount[₹] |
|--------------|-----------------------|--|--------------------|---------------|
| 1 | 15230000191351/1/2015 | Property Registration- Registration Fees | 0030-03-104-001-16 | 110010 |
| 2 | 15230000191351/1/2015 | Property Registration- Stamp duty | 0030-02-103-003-02 | 39921 |
| Total | | | | 149931 |

In Words : Rupees One Lakh Forty Nine Thousand Nine Hundred Thirty One only



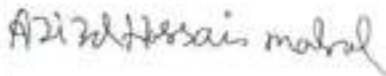


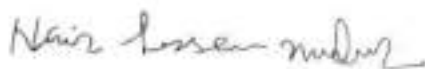


Additional District Sub-Registrar
Rajahmundry, North 24 Pgs

28 MAY 2015

Seller, Buyer and Property Details



A. Landlord & Developer Details

| Landlord Details + | | | |
|--------------------|--|---|--|
| SL No. | Name, Address, Photo, Finger print and Signature | | |
| 1 | <p>Mr AZIZUL HOSSAIN MONDAL Son of Mr FAZRUL RAHAMAN ATGHARA, P.O:- R GOPALPUR, P.S:- Rajarhat, District:- North 24-Parganas, West Bengal, India, PIN - 700136 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No. AVLPM7605H, Status : Self Date of Execution : 28/05/2015 Date of Admission : 28/05/2015 Place of Admission of Execution : Office</p> |  5/28/2015 3:37:21 PM hrs |  LTI 5/28/2015 3:37:30 PM hrs |
| | |  5/28/2015 3:37:52 PM hrs | |
| 2 | <p>Mr NAZIR HOSSAIN MONDAL Son of Mr FAZLUR RAHAMAN ATGHARA, P.O:- R GOPALPUR, P.S:- Rajarhat, District:- North 24-Parganas, West Bengal, India, PIN - 700136 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No. AJLPM3771C, Status : Self Date of Execution : 28/05/2015 Date of Admission : 28/05/2015 Place of Admission of Execution : Office</p> |  5/28/2015 3:38:10 PM hrs |  LTI 5/28/2015 3:38:16 PM hrs |
| | |  5/28/2015 3:38:33 PM hrs | |

16/06/2015 Query No:-15230000191351 / 2015 Deed No :I - 152306060 / 2015, Document is digitally signed.



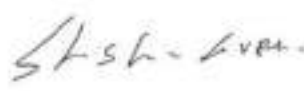


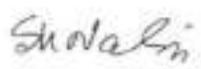


Landlord Details

| SL No. | Name, Address, Photo, Finger print and Signature | | |
|--------|---|--|--|
| 3 | <p>Mr SABIR HOSSAIN MONDAL</p> <p>Son of Mr FAZLUR RAHAMAN</p> <p>ATGHARA, P.O:- R GOPALPUR, P.S:- Rajarhat, District:- North 24-Parganas, West Bengal, India, PIN - 700136</p> <p>Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No. AJWPM6871A,</p> <p>Status : Self</p> <p>Date of Execution : 28/05/2015</p> <p>Date of Admission : 28/05/2015</p> <p>Place of Admission of Execution : Office</p> |  <p>5/28/2015 3:38:48 PM hrs</p> |  <p>LTI</p> <p>5/28/2015 3:38:54 PM hrs</p> |
| | | <p><i>Sabir Hossain Mondal</i></p> <p>5/28/2015 3:39:10 PM hrs</p> | |

16/06/2015 Query No:-15230000191351 / 2015 Deed No :I - 152306060 / 2015, Document is digitally signed.

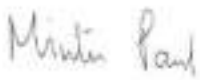


| Developer Details | | | |
|-------------------|--|--|--|
| SL No. | Name, Address, Photo, Finger print and Signature | | |
| 1 | <p>REALTECH NIRMAN PVT LTD T - 68, TEGHORIA MAIN ROAD, P.O:- HATIARA, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700157 PAN No. AADCR6464K, Status : Organization Represented by representative as given below:-</p> | | |
| 1(1) | <p>Mr Shishir Gupta, DIRECTOR Son of Late Shree Bhagwan Gupta 16 AMHERST ROW, P.O:- BEADON STREET, P.S:- Amherst Street, District:-Kolkata, West Bengal, India, PIN - 700009 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AIHPG6508N, Status : Representative Date of Execution : 28/05/2015 Date of Admission : 28/05/2015 Place of Admission of Execution : Office</p> |  5/28/2015 3:40:11 PM hrs |  LTI 5/28/2015 3:40:18 PM hrs |
| | |  5/28/2015 3:40:27 PM hrs | |
| (2) | <p>SK NASIR, DIRECTOR Son of Late SK RASHID HATIARA PASCHIMPARA, P.O:- HATIARA, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700157 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No. ADSPN1335N, Status : Representative Date of Execution : 28/05/2015 Date of Admission : 28/05/2015 Place of Admission of Execution : Office</p> |  5/28/2015 3:39:28 PM hrs |  LTI 5/28/2015 3:39:38 PM hrs |
| | |  5/28/2015 3:39:52 PM hrs | |

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 Son of Mr SUBHAS CHANDRA PAUL T - 68, TEGHORIA MAIN ROAD, P.O:- BAGUIATI, P.S:- Rajarhat, District:- North 24-Parganas, West Bengal, India, PIN - 700157 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, | Mr AZIZUL HOSSAIN MONDAL, Mr NAZIR HOSSAIN MONDAL, Mr SABIR HOSSAIN MONDAL, Mr Shishir Gupta, SK NASIR |  5/28/2015 3:40:42 PM hrs |

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:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Chakpanchuria | RS Plot No:- 93 , RS Khatian No:- 250 | 17.3125 Decimal | 1/- | 2,04,60,233 /- | Proposed Use: Bastu, ROR: Shali, Width of Approach Road: 30 Ft., Adjacent to Metal Road, |

| Transfer of Land from Landlord To Developer | | | | |
|---|--------------------------|-------------------------|-------------------------------|------------------------|
| Sch No. | Landlord Name | Developer Name | Transferred Area (in decimal) | Transferred Area in(%) |
| L1 | Mr AZIZUL HOSSAIN MONDAL | REALTECH NIRMAN PVT LTD | 5.77083 | 33.3333 |
| | Mr NAZIR HOSSAIN MONDAL | REALTECH NIRMAN PVT LTD | 5.77083 | 33.3333 |
| | Mr SABIR HOSSAIN MONDAL | REALTECH NIRMAN PVT LTD | 5.77083 | 33.3333 |

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, WEST BENGAL, PIN - 700157 |
| applicant's Status | Solicitor firm |



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

Endorsement For Deed Number : I - 152306060 / 2015

| | | | |
|--------------------|--|----------------------|-------------------|
| Query No/Year | 15230000191351/2015 | Serial no/Year | 1523006454 / 2015 |
| Deed No/Year | I - 152306060 / 2015 | | |
| Transaction | [0110] Sale, Development Agreement or Construction agreement | | |
| Name of Presentant | SK NASIR | Presented At | Office |
| Date of Execution | 28-05-2015 | Date of Presentation | 28-05-2015 |
| Remarks | | | |

On 27/05/2015

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 2,04,60,233/-



(Debasish Dhar)

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

On 28/05/2015

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), 4, 53 of Indian Stamp Act 1899.

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

Presented for registration at 12:39 hrs on : 28/05/2015, at the Office of the A.D.S.R. RAJARHAT by SK NASIR

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

Execution is admitted on 28/05/2015 by

Mr AZIZUL HOSSAIN MONDAL, Son of Mr FAZRUL RAHAMAN, ATGHARA, P.O: R GOPALPUR, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, By caste Muslim, By Profession Business Identified by Mr MINTU PAUL, Son of Mr SUBHAS CHANDRA PAUL, T - 68, TEGHORIA MAIN ROAD, P.O: BAGUIATI, Thana: Rajarhat, , 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)

Execution is admitted on 28/05/2015 by

Mr NAZIR HOSSAIN MONDAL, Son of Mr FAZLUR RAHAMAN, ATGHARA, P.O: R GOPALPUR, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, By caste Muslim, By Profession Business

16/06/2015 Query No:-15230000191351 / 2015 Deed No : I - 152306060 / 2015, Document is digitally signed.



Indetified by Mr MINTU PAUL, Son of Mr SUBHAS CHANDRA PAUL, T - 68, TEGHORIA MAIN ROAD, P.O: BAGUIATI, Thana: Rajarhat, , 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)

Execution is admitted on 28/05/2015 by

Mr SABIR HOSSAIN MONDAL, Son of Mr FAZLUR RAHAMAN, ATGHARA, P.O: R GOPALPUR, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, By caste Muslim, By Profession Business

Indetified by Mr MINTU PAUL, Son of Mr SUBHAS CHANDRA PAUL, T - 68, TEGHORIA MAIN ROAD, P.O: BAGUIATI, Thana: Rajarhat, , 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 28/05/2015 by

Mr Shishir Gupta, DIRECTOR, REALTECH NIRMAN PVT LTD , T - 68, TEGHORIA MAIN ROAD, P.O: HATIARA, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700157

Indetified by Mr MINTU PAUL, Son of Mr SUBHAS CHANDRA PAUL, T - 68, TEGHORIA MAIN ROAD, P.O: BAGUIATI, Thana: Rajarhat, , 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 28/05/2015 by

SK NASIR, DIRECTOR, REALTECH NIRMAN PVT LTD , T - 68, TEGHORIA MAIN ROAD, P.O: HATIARA, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700157

Indetified by Mr MINTU PAUL, Son of Mr SUBHAS CHANDRA PAUL, T - 68, TEGHORIA MAIN ROAD, P.O: BAGUIATI, Thana: Rajarhat, , 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 1,10,003/- (B = Rs 1,09,989/- ,E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,10,010/-

Description of Online Payment

1. Rs 1,10,010/- is paid, by online using Head of Account 0030-03-104-001-16, Bank: AXIS Bank (UTIB00000005)

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 39,921/-

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 3194, Purchased on 13/02/2015, Vendor named SAMRAT BOSE.

Description of Online Payment

1. Rs 39,921/- is paid, by online using Head of Account 0030-03-104-001-16, Bank: AXIS Bank (UTIB00000005)

16/06/2015 Query No:-15230000191351 / 2015 Deed No :I - 152306060 / 2015, Document is digitally signed.





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

16/06/2015 Query No:-15230000191351 / 2015 Deed No :I - 152306060 / 2015, Document is digitally signed.



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2015, Page from 5771 to 5808

being No 152306060 for the year 2015.



Digitally signed by DEBASISH DHAR

Date: 2015.06.16 16:53:38 +05:30

Reason: Digital Signing of Deed.

(Debasish Dhar) 6/16/2015 4:53:37 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. RAJARHAT

West Bengal.

(This document is digitally signed.)

16/06/2015 Query No:-15230000191351 / 2015 Deed No :I - 152306060 / 2015, Document is digitally signed.

