

7640

TJ 12
P- 07343/15



30/6/15
9.10
9 0392761

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

U 699198

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
Rajarhat, New Town, North 24-Pgs.

02 JUL 2015

DEVELOPMENT AGREEMENT

1. Date: 30.06.2015
2. Place: Kolkata
3. Parties:
 - 3.1 1) SOUMENDRA NATH MONDAL holding PAN AEJPM5444H, aged about 63 years, son of Late Bibhuti Bhusan Mondal, by faith- hindu, by nationality- indian, by occupation- business, residing at Vill- Reckjoani, Post Office- Rajarhat, Police Station- Rajarhat, Kolkata- 700135, District- 24 Parganas North, 2) PRABIR KUMAR MANDAL holding PAN AEJPM5443A, aged about 58 years, son of Late Bibhuti Bhusan Mondal, by faith- hindu, by nationality- indian, by occupation- business,

residing at Vill- Reckjoani, Post Office- Rajarhat, Police Station- Rajarhat, Kolkata- 700135, District- 24 Parganas North, 3) **MANAT KUMAR MONDAL** holding PAN **BEWPM4356J**, aged about 48 years, son of Late Bibhuti Bhusan Mondal, by faith- hindu, by nationality- indian, by occupation- business, residing at Vill- Reckjoani, Post Office- Rajarhat, Police Station- Rajarhat, Kolkata- 700135, District- 24 Parganas North, 4) **BANDANA MONDAL** holding PAN **AMBPM7457N**, wife of Shri Basudeb Mandal, aged about 56 years, by faith- hindu, by nationality- indian, by occupation- housewife, residing at Purba Dhanyakuriya, Vill- Dhanyakuriya Shaw Para, Post Office- Arbelia, Police Station- Basirhat, North 24 Parganas, Pin- 743437, 5) **CHANDANA DAS** holding PAN **BEYPD5799C**, aged about 55 years, wife of Shri Sourendra Kumar Das, by faith- hindu, by nationality- indian, by occupation- housewife, residing at Vill- Rajarhat, Kajjal Para, Post Office- Rajarhat, Police Station- Rajarhat, Kolkata- 700135, District- 24 Parganas North, 6) **KAPAL KUNDALA MONDAL**, wife of Late Bibhuti Bhusan Mondal, aged about 85 years, by faith- hindu, by nationality- indian, by occupation- housewife, residing at Vill- Reckjoani, Post Office- Rajarhat, Police Station- Rajarhat, Kolkata- 700135, District- 24 Parganas North, 7) **SUJAY MANDAL** holding PAN **ANXPM5096N** son of Late Manik Lal Mandal, aged about 41 years, by faith- Hindu, by nationality- Indian, by Occupation- business, residing at Vill- Reckjoani, Police Station- Rajarhat, Post Office- Rajarhat, Kolkata- 700135, District- 24 Parganas North, 8) **BHARATI MANDAL** holding PAN **BIKPM6529B**, aged about 62 years, wife of Late Manik Lal Mandal, by faith- hindu, by nationality- indian, by occupation- housewife, residing at Vill- Reckjoani, Police Station- Rajarhat, Post Office- Rajarhat, Kolkata- 700135, District- 24 Parganas North, 9) **SUTAPA MONDAL** holding PAN **BEMPM5071E**, aged about 41 years, wife of Shri. Arup Kumar Mondal, by faith- hindu, by nationality- indian, by occupation- housewife, residing at 67, Motilal Nehru Road, 1st Floor, Post Office- Sarat Bose Road, Police Station- Lake, Kolkata- 700029, 10) **SUMITA MONDAL** holding PAN **COUPM0376P**, aged about 37 years, wife of Shri. Pradip Mondal, by faith- hindu, by nationality- indian, by occupation- housewife, residing at Purba Jadurhati, Baschim Para Jadurhati, Dakshin Baduria, Post Office- Jadurhati, Police Station- Baduria, North 24 Parganas, Pin- 743293, 11) **SAMARESH CHANDRA MONDAL** holding PAN **AXYPM5020H**, aged about 52 years, son of Late Gopinath Mondal, by faith- hindu, by nationality- indian, by occupation- service, residing at Vill- Reckjoani, Post Office- Rajarhat, Police Station- Rajarhat, Kolkata- 700135, District- 24 Parganas North, 12) **KUMARESH MONDAL** holding PAN **CPYPM9575H** son of Late Gopinath Mondal, aged about 42 years, by faith- hindu, by nationality- indian, by occupation- service, residing at Vill- Reckjoani, Ghosh Para, Police Station- Rajarhat, Post Office- Rajarhat, Kolkata- 700135, District- 24 Parganas North, 13) **SHIBANI MONDAL** holding PAN **BEZPM2417K**, aged about 40 years, wife of Shri. Paritosh Kumar Mondal, by faith- hindu, by nationality- indian, by occupation- housewife, residing at 52, Sikdar Bagan Street, Shyampukur, Post Office- Shyambazar, Police Station- Shyampukur, Kolkata- 700004, 14) **SARBANI MONDAL** holding PAN **BWVPM2431D** aged about 48 years, wife of Asru Kumar Mondal, by faith- hindu, by nationality- indian, by occupation- housewife, residing at Mondal Para, Dewalay, Deganga, Post Office- Chakla, Police Station- Deganga, North 24 Parganas, Pin- 743424, 15) **NAMITA MONDAL**, aged

about 70 years, wife of Late Gopinath Mondal, by faith- hindu, by nationality- indian, by occupation- housewife, residing at Vill- Reckjoani, Post Office- Rajarhat, Police Station- Rajarhat, Kolkata- 700135, District- 24 Parganas North.

(hereinafter referred to as "OWNERS", which expression, unless repugnant to the context or meaning thereof, shall include their legal heirs, executors, administrators and permitted assigns);

AND

- 3.2 M/S SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED, holding PAN AAVCS8044E, (CIN U45400WB2015PTC206452) a company incorporated under the Companies Act, 1956, having its registered office at P-35, Motijheel Avenue, Post Office- Motijheel, Police Station- Dum Dum, Kolkata- 700074, represented by its Director, MR. AMITABH ROY holding PAN ACGPR3774E son of Mr. Sunil Kumar Roy working for gain, at D-302, City Centre, Block- DC, Salt Lake City, Police Station- North Bidhan Nagar, Kolkata- 700064.

(hereinafter referred to as the DEVELOPER, which expression, unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors-in-interest, successors-in-office and/or 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:

Basic understanding between the Owner and the Developer stands with regard to the development (in the manner specified in this Agreement) of the land admeasuring 1.01 Acres lying and situated in Mouza- Reckjoani, J.L.no- 13, R.S no- 198, appertaining to C.S. Dag no- 1235, 1237, under C.S Khatian- and C.S Dag- 1240, 1241, 1242 and 1243 under C.S Khatian- 743 corresponding to R.S Dag no- 1302, 1304 under R.S Khatian no- 1693 and R.S Dag- 1307, 1308, 1309 and 1310 under R.S Khatian no- 788, corresponding to L.R. Dag- 1302, 1304, 1307, 1308, 1309 and 1310 under L.R. Khatian- 1878, 1879, 1880, 2651, 2652, 2653, 2654 and 2655, Police Station- Rajarhat, under Rajarhat Bishnupur- 1 Gram Panchayet, within the limit of District- 24 Parganas (North) together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Owner, all more fully and collectively described in the Schedule below (collectively Said Property), thereon jointly by demolishing the existing structures and develop the said Land, by constructing new residential/commercial buildings thereon (Project) with the

object of selling the units/apartments/car parks comprised therein the said Project.

- 4.2 **Allocation and Demarcation of Respective Entitlements:** Allocation and demarcation of the respective entitlements of the Owner and the Developer in the Project shall be as per mutual consent of both the Parties to be decided upon after sanction Plan for the Project is granted by the statutory sanction authority.
5. **Representations, Warranties and Background**
- 5.1 **Owner' Representations:** The Owner have represented and warranted to the Developer as follows:
- 5.1.1 **Revisional Settlement Records of Rights, 1956 in the name of PRIYO NATH MONDAL:** During the Revisional Settlement of Records of Rights in the year 1956, one PRIYO NATH MONDAL son of Gadadhar Mondal was the recorded owner of ALL THAT PIECE AND PARCEL of land measuring more or less 0.12 Acres i.e. 0.01 Acres comprised in R.S. Dag no- 1302, 0.11 Acres comprised in R.S. Dag no- 1304, under R.S Khatian- 1693 in Mouza- Reckjoani, J.L. No- 13, Police Station- Rajarhat, within the jurisdiction of Rajarhat-Bishnupur- 1 Gram Panchayet, District North 24 Parganas and her name was finally published in the R.S. Parcha as Rayati.
- 5.1.2 **Demise of PRIYO NATH MONDAL:** PRIYO NATH MONDAL son of Gadadhar Mondal died intestate in the year 1970 leaving behind his sole wife namely SMT. BIJON BALA MONDAL and 03(three) sons namely 1) BHIBHUTI BHUSAN MONDAL, 2) GOPINATH MONDAL, 3) MANIK LAL MONDAL, as his legal heirs and successors in respect of his 0.12 Acres of land.
- 5.1.3 **Demise of BIJON BALA MONDAL:** BIJON BALA MONDAL wife of Late Priyo Nath Mondal died intestate in the year 1977 leaving behind his 03(three) sons namely 1) BHIBHUTI BHUSAN MONDAL, 2) GOPINATH MONDAL, 3) MANIK LAL MONDAL, as his legal heirs and successors in respect of her share of 0.12 Acres of land.
- 5.1.1 **Revisional Settlement Records of Rights, 1956 in the name of BRAJA BALA DAS:** During the Revisional Settlement of Records of Rights in the year 1956, one BRAJA RANI DAS @ BRAJA BALA DAS wife of Kunja Bihari Mondal was the recorded owner of ALL THAT PIECE AND PARCEL of land measuring more or less 0.89 Acres i.e. 0.13 Acres comprised in R.S. Dag no- 1307, 0.18 Acres comprised in R.S. Dag no- 1308, 0.34 Acres comprised in R.S. Dag no- 1309, 0.24 Acres comprised in R.S. Dag no- 1310 under R.S Khatian- 788 in Mouza- Reckjoani, J.L. No- 13, Police Station- Rajarhat, within the jurisdiction of Rajarhat-Bishnupur- 1 Gram Panchayet, District North 24 Parganas and her name was finally published in the R.S. Parcha as Rayati.
- 5.1.1 **Ownership Of BHIBHUTI BHUSAN MONDAL, GOPINATH MONDAL, MANIK LAL MONDAL:** Bhibhuti Mondal, Gopinath Mondal, Manik Lal Mondal, all sons of Priyo Nath Mondal became the owners of land measuring 0.89 Acres i.e. 0.13 Acres

comprised in C.S Dag- 1240 corresponding to R.S. Dag no- 1307, 0.18 Acres comprised in C.S Dag- 1241 corresponding to R.S. Dag no- 1308, 0.34 Acres comprised in C.S Dag- 1242 corresponding to R.S. Dag no- 1309, 0.24 Acres comprised in C.S Dag- 1243 corresponding to R.S. Dag no- 1310 under R.S Khatian- 788 in Mouza- Reckjoani, J.L. No- 13, Police Station- Rajarhat, within the jurisdiction of Rajarhat-Bishnupur- 1 Gram Panchayet, District North 24 Parganas by way of purchase from BRAJA BALA DASI wife of Late Kunja Bihari Mondal on 15/02/1962 by way of Deed of Conveyance duly registered in the office A.D.S.R.- Cossipore, Dum Dum and recorded in Book- I, Volume- 16, Pages- 264 to 265, Being no- 1139 for the Year 1962.

- 5.1.2 **Record Of Rights In The Name Of BHIBHUTI BHUSAN MONDAL:** During the L.R. Settlement Records of Rights, the said BHIBHUTI BHUSAN MONDAL son of Late Priyo Nath Mondal was recorded in L.R. Khatian- 2650 in respect of his proportionate share of $\frac{1}{3}$ rd landed property measuring more or less 0.29 Acres i.e. 0.04 Acres (share of 0.3334) comprised in C.S Dag- 1240 corresponding to R.S. Dag no- 1307 corresponding to L.R. Dag- 1307, 0.06 Acres (share of 0.3333) comprised in C.S Dag- 1241 corresponding to R.S. Dag no- 1308 corresponding to L.R. Dag- 1308, 0.11 Acres (share of 0.3333) comprised in C.S Dag- 1242 corresponding to R.S. Dag no- 1309 corresponding to L.R. Dag- 1309, 0.08 Acres (share of 0.3333) comprised in C.S Dag- 1243 corresponding to R.S. Dag no- 1310 corresponding to L.R. Dag- 1310 along with 0.00 Acres (share of 0.0834) comprised in C.S. Dag- 1235 corresponding to R.S. Dag- 1302 corresponding to L.R. Dag- 1302 and 0.04 Acres (share of 0.0834) comprised in C.S. Dag- 1237 corresponding to R.S. Dag- 1304 corresponding to L.R. Dag- 1304 in Mouza- Reckjoani, J.L. No- 13, Police Station- Rajarhat, within the jurisdiction of Rajarhat-Bishnupur- 1 Gram Panchayet, District North 24 Parganas.
- 5.1.3 **Record Of Rights In The Name Of GOPINATH MONDAL:** During the L.R. Settlement Records of Rights, the said GOPINATH MONDAL son of Late Priyo Nath Mondal was recorded in L.R. Khatian- 2652 in respect of his proportionate share of $\frac{1}{3}$ rd landed property measuring more or less 0.29 Acres i.e. 0.04 Acres (share of 3334) comprised in C.S Dag- 1240 corresponding to R.S. Dag no- 1307 corresponding to L.R. Dag- 1307, 0.06 Acres (share of 3333) comprised in C.S Dag- 1241 corresponding to R.S. Dag no- 1308 corresponding to L.R. Dag- 1308, 0.11 Acres (share of 3333) comprised in C.S Dag- 1242 corresponding to R.S. Dag no- 1309 corresponding to L.R. Dag- 1309, 0.08 Acres (share of 3333) comprised in C.S Dag- 1243 corresponding to R.S. Dag no- 1310 corresponding to L.R. Dag- 1310 along with 0.00 Acres (share of 0.0834) comprised in C.S. Dag- 1235 corresponding to R.S. Dag- 1302 corresponding to L.R. Dag- 1302 and 0.04 Acres (share of 0.0834) comprised in C.S. Dag- 1237 corresponding to R.S. Dag- 1304 corresponding to L.R. Dag- 1304 in Mouza- Reckjoani, J.L. No- 13, Police Station- Rajarhat, within the jurisdiction of Rajarhat-Bishnupur- 1 Gram Panchayet, District North 24 Parganas.
- 5.1.4 **Record Of Rights In The Name Of MANIK LAL MONDAL:** During the L.R. Settlement Records of Rights, the said MANIK LAL MONDAL son of Late Priyo Nath

Mondal was recorded in L.R. Khatian- 2651 in respect of his proportionate share of 1/3rd landed property measuring more or less 0.29 Acres i.e. 0.04 Acres (share of 3333) comprised in C.S Dag- 1240 corresponding to R.S. Dag no- 1307 corresponding to L.R. Dag- 1307, 0.06 Acres (share of 3334) comprised in C.S Dag- 1241 corresponding to R.S. Dag no- 1308 corresponding to L.R. Dag- 1308, 0.11 Acres (share of 3333) comprised in C.S Dag- 1242 corresponding to R.S. Dag no- 1309 corresponding to L.R. Dag- 1309, 0.08 Acres (share of 3334) comprised in C.S Dag- 1243 corresponding to R.S. Dag no- 1310 corresponding to L.R. Dag- 1310 along with 0.00 Acres (share of 0.0834) comprised in C.S. Dag- 1235 corresponding to R.S. Dag- 1302 corresponding to LR Dag- 1302 and 0.04 Acres (share of 0.0834) comprised in C.S. Dag- 1237 corresponding to R.S Dag- 1304 corresponding to L.R. Dag- 1304 in Mouza- Reckjoani, J.L. No- 13, Police Station- Rajarhat, within the jurisdiction of Rajarhat-Bishnupur- 1 Gram Panchayet, District North 24 Parganas.

5.1.5 **Demise of BHIBHUTI BHUSAN MONDAL:** BHIBHUTI BHUSAN MONDAL died intestate on 24/10/1990 leaving behind his sole wife namely KAPAL KUNDOLA MONDAL, 03(three) sons namely 1) SOUMENDRA NATH MONDAL, 2) PRABIR MONDAL, 3) MANAT KUMAR MONDAL, and 02 (two) daughter namely 1) BANDANA MONDAL, 2) CHANDANA DAS, as his legal heirs and successors in respect of his 1/3rd proportionate share of 1.01 Acres of land.

5.1.6 **Demise of MANIK LAL MONDAL:** MANIK LAL MONDAL died intestate on 20/01/1999 leaving behind his sole wife namely BHARATI MONDAL, 01 (one) son namely 1) SUJOY MONDAL, 02 (two) daughters namely 1) SUTAPA MONDAL, 2) SUMITA MONDAL as his legal heirs and successors in respect of his 1/3rd proportionate share of 1.01 Acres of land.

5.1.7 **Demise of GOPINATH MONDAL:** GOPINATH MONDAL died intestate on 03/01/2013 leaving behind his sole wife namely NAMITA MONDAL, 02 (two) sons namely 1) SAMARESH MONDAL, 2) KUMARESH MONDAL, 02 (two) daughters namely 1) SHIBANI MONDAL and 2) SARBANI MONDAL as his legal heirs and successors in respect of his 1/3rd proportionate share of 1.01 Acres of land.

5.1.8 **Record Of Rights In The Name Of legal heirs of BHIBHUTI BHUSAN MONDAL:** The said KAPAL KUNDOLA MONDAL, SOUMENDRA NATH MONDAL, PRABIR MONDAL, MANAT KUMAR MONDAL, BANDANA MONDAL, CHANDANA DAS, the legal heirs of Late Bhibhuti Bhusan Mondal by way of inheritance was the owners of 0.33 Acres of land in R.S Dag- 1302, 1304, 1307, 1308, 1309, 1310 corresponding to L.R. Dag- 1302, 1304, 1307, 1308, 1309 and 1310 in Mouza- Reckjoani, J.L. no- 13 duly mutated their names before the B.L.&L.R.O authority under L.R Khatian- 1878, 1879, 1880, 2653, 2654 and 2655.

5.1.8 **Owner's share of land in this agreement SAUMENDRA NATH MONDAL & 14 Ors** : Saumendra Nath Mondal & 14 Ors is the recorded owners of land measuring 1.01 Acres is part of this agreement comprised in R.S Dag no- 1302, 1304, 1307, 1308, 1309 and 1310 under R.S Khatian no- 788, corresponding to L.R. Dag- 1307, 1308, 1309 and 1310 under L.R. Khatian- 2651, 2652, 2653, 1878, 1880, 1879, 2654 and

Samaresh chandra Mondal

KUMAR

KUMAR

2655, Police Station- Rajarhat, under Rajarhat Bishnupur- 1 Gram Panchayet, within the limit of District- 24 Pargana (North).

- 5.1.9 **Free Title:** The Owners further covenant that none of the said title deeds or any part of the Said Property as on the date hereof stand/exist under lien/pledge/mortgage/charge or custody of any third party in respect of any financial obligation to be disposed at the end of the Owners and/or any person authorized by the owners in any manner whatsoever or being vested or in any manner encumbered by any prevailing Act of the land.
- 5.1.10 **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 lispendences.
- 5.1.11 **No Requisition or Acquisition:** So far as the knowledge of the owners, the said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise.
- 5.1.12 **Owners has Authority:** The owners have full right, power and authority to enter into this Agreement.
- 5.1.13 **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 Developer under this Agreement.
- 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 constructing the Project on the Said Property by creating any lien or charge over the Developer's allocation in the said property, if required.
- 5.2.3 **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 new residential cum commercial building/s i.e. **Project**.
- 5.4 **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Owners herein, final terms and conditions [superseding all previous correspondence and

agreements (oral or written) between the Parties] for the Project are being recorded by this registered 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 new residential cum commercial 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**) and sanctioned by the concerned Panchayat/Municipality 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 confirms that the Owners 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 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, demolish the existing building on the Said Property and construct, erect and complete the Project.
- 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 and other specified conditions 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 **54 (Fifty Four) months**, which may be extended for another **6 (six) months**, from the date of sanction of the Building Plans or from the date of handing over khas, vacant, peaceful and physical possession of the entirety of the Said Property by the Owners to the Developer whichever is later (**Completion Time**). In case the developer fails to complete the handover of the building within the completion time then the developer shall pay an amount of Rs. 1,00,000/- (Rupees One Lakhs) only per month as compensation to the owners as mutually decided between them. The refundable advance shall be refunded by the owners before the possession/handover of owner's allocation by the developer.
- 8.5 **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 facilities allocable to the Owners and required for the construction of the Project but under no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials.
- 8.6 **Temporary Connections:** The Developer shall be authorized in the name of the Owners 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 by the Developer.
- 8.7 **Modification:** Any amendment or modification to the Building Plans may be made or caused to be made by the Developer in consultation with the Owners, within the permissible limits of the Planning Authorities.
- 8.8 **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 and Alternative Accommodation**

- 9.1 **Vacating by Owners:** Simultaneously herewith, the Owners have handed over khas, vacant 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 for Construction and Sale of Developer's Allocation:** The Owners shall also grant to the Developer, Soumita Realty & Infrastructure Private Limited, a Power of Attorney for construction of the Project and booking and sale of the Developer's Allocation (defined in Clause 12.1 below).
- 10.2 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc., which are not prejudicial to the interest of the owners for enabling the Developer to perform all obligations under this Agreement.
11. **Owner's Consideration**
- 11.1 **Owner's Allocation:** The Owners are and shall be fully and completely entitled to 40 % area of the residential built up area of the Project as per sanctioned Building Plans (**Owner's Allocation**).
- a) As a part of the Owner's allocation the Developer shall pay Rs. 75,00,000/- (Rupees Seventy-Five Lakhs) only as refundable advance to be paid to the Owners by the Developer at the time of execution of this presents.
- b) After the Sanction of the Plan as mentioned in clause 8.1 hereinbefore the Developer shall pay an amount of Rs. 75,00,000/- (Rupees Seventy-Five Lakhs) only as refundable advance to the Owners. However the Owners shall be under obligation to refund such advance without any interest to the Developer in case the project is obstructed due to any hindrance on the part of the Owners leading to termination of this agreement.
12. **Developer's Consideration**
- 12.1 **Developer's Allocation:** The Developer shall be fully and completely entitled to 60 % area of the residential built up area of the Project as per sanctioned Building Plans (**Developer's Allocation**).
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 allocation based on the Building Plans and the details of such demarcation shall be recorded in a separate instrument which is to be treated as a part and parcel of this agreement, as and when executed.

However, it is mutually agreed between the parties that a proposed sanction plan shall be presented to the owners by the developer prior to the final sanction of the building plan. During the pendency of the sanctioning of the final building plan, on the basis of the aforesaid proposed building plan, a proposed demarcation of their respective allocation would be made by the parties among themselves. During such pendency period, prior to the sanctioning of the building plan it is mutually agreed between the parties that the developer can enter into an agreement for sale of flats/apartments/units from the developer's proposed allocation.

In case, after the sanctioning of the final building plan, if any discrepancy arises regarding the owner's and developer's allocation in comparison to the aforementioned proposed sanction building plan the said discrepancy shall be mutually mitigated between the parties prior to the execution of the aforesaid separate demarcation instruments.

- 13.2 **Owner's Allocation:** The Owners shall be exclusively entitled to the Owner's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Owners deems appropriate, without any right, claim or interest therein whatsoever of the Developer 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 dealings of the Owners 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 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 Owner's 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 as 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, as the case may be.
14. **Municipal Taxes and outgoings**
- 14.1 **Relating to Period Prior to Date of Sanction of Building Plans:** All Municipal 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 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. However, the Developer confirms that as on the date of this Agreement, the Owners have met all such statutory dues.
- 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 when Owner's Allocation shall be duly handed over, the Parties shall become liable and responsible for the Rates in the ratio of their sharing in the Project.
15. **Common Restrictions**
- 15.1 **Applicable to Both :** The Owner's Allocation and the Developer's Allocation in the Project shall be subject to the same restrictions as are applicable to multi-storied ownership buildings, intended for common benefit of all occupiers of the Project.
16. **Obligations of Developer**
- 16.1 **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.
- 16.2 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the Project with the help of the Architect, professional bodies, contractors, etc.
- 16.3 **Commencement of Project:** The development of the said Property shall commence as per the 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.

- 16.4 **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.
- 16.5 **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. The Owners shall grant all necessary power and authority to the Developer for obtaining 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.
- 16.6 **Permission for Construction Finance:** The Developer shall be entitled to take loans and finance for development and construction of the said Project from any Financer including but not limited to Bank, Financial institutions or any other authority by way of creating mortgage in respect of Developer's Allocation without however creating any security over Owner's Allocation for which the Owners shall deposit title deeds of the Property with such Financer and same shall be returned to the Owners after the said Loans are duly paid off by the Developer leading to release of Title Deeds by the said Financer.
- 16.7 **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 Project.
17. **Obligations of Owners**
- 17.1 **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.
- 17.2 **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.
- 17.3 **Documentation and Information:** The Owners undertake to provide the Developer with any and all documentation in original and information relating to the said Property as may be required by the Developer from time to time, which are or may be in the possession of the Owners.
- 17.4 **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.
- 17.5 **Land Ceiling Clearances:** To approach all concerned authorities under the urban land (Ceiling and regulation) Act, 1976 for the purpose of obtaining exemption

under section 20 thereof in respect of the said property and for that purpose to sign such applications, papers, writings, undertakings, as may be required and to carry out correspondence with the authorities concerned, to appear before them and also to prefer appeals from any order of the competent authority or any authority made under the provisions of the said Act.

- 17.6 **No Obstruction in Construction:** The Owners covenant not to cause any interference or hindrance in the construction of the Project and/or amalgamation of the project with inter surrounding lands for the mutual benefit of the said Owners and the said Developer.
- 17.7 **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. **Indemnity**
- 18.1 **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 Project 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 except for cases occurred due to force majeure more clearly stated in clause 23.1 mentioned hereinafter.
- 18.2 **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 the 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.
19. **Handover of title deeds and possession for commencing construction:**
- 19.1 The Owners doth hereby covenant that they shall deliver to the Developer the original title deeds and other documents for causing statutory compliances required for the purpose of the Project
- 19.2 The Owners doth hereby also deliver to the Developer the said Property demarcated by tin boundary for the purpose of commencement of the Project.
20. **Limitation of Liability**

- 20.1 **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.
21. **Miscellaneous**
- 21.1 **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.
- 21.2 **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.
- 21.3 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of document for giving effect to all or any of the terms and conditions set out herein, including this Agreement, but future transfer, sell, assignment and others, both the parties shall have their independent right to engage lawyers for their specific work and documentation.
- 21.4 **Valid Receipt:** The Owners shall pass valid receipts for all amounts paid under this Agreement.
- 21.5 **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 be parties constitute an association of persons.
- 21.6 **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.
- 21.7 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the Project 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.
- 21.8 **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.

- 21.9 **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 indemnified 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 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.
- 21.10 **Name of Project:** The name of the Project shall be decided by the Developer and the Owners shall not raise any objection.
- 21.11 **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.
22. **Defaults**
- 22.1 **No Cancellation:** The Owners cannot terminate this Agreement or rescind this contract within the validity period hereof as specified hereinabove.
23. **Force Majeure**
- 23.1 **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) any notice, order of injunction, litigation, attachments, etc. and (10) 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 (collectively Circumstances Of Force Majeure).
- 23.2 **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, or by strike by material suppliers, workers and employees or due to delay on account of receiving statutory permissions or due to delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority or due to abnormal rise in cost of construction inputs and scarcity/ short supply thereof and the time limits laid down in this Agreement for the performance of obligations shall be extended

accordingly upon occurrence of any event constituting Circumstances Of Force Majeure.

24. Entire Agreement

24.1 **Supercession:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/ correspondence and agreements between the Parties, oral or implied or written.

25. Counterparts

25.1 **All Originals:** This Agreement is being executed at the residence of the Owners/office of the Registration Authority and the Original hereof shall remain with the Developer while the Owners shall be given a Certified Copy of the same and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties.

26. Severance

26.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstances 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 here to 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.

27. Amendment/ Modification

27.1 **Express Documentatïon:** 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 acknowledgement 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 date of delivery, if sent by messenger and/or 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 company/ Director of the company/ Developer and the Developer shall address all such

notices and other written communications to each of the Owners at the following addresses:

Ownerss:

Vill- Reckjoani, Police Station- Rajarhat, Kolkata- 700135.

Developer:

D-302, City Centre, DC Block, Salt Lake City, Kolkata - 700 064.

29. Arbitration

29.1 Disputes: Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforce ability of this Agreement (collectively **Disputes**) shall be referred to a conciliator and thereafter the Arbitral Tribunal, under the Arbitration and Conciliation Act, 1996. 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 Courts: In connection with the instant agreement, the District Court having territorial jurisdiction over the said Land and the High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine 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 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.

31.4 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.

- 31.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 31.6 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall construed as illustrative and shall not limit the sense of the words preceding those terms.
- 31.7 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

SCHEDULE

ALL THAT PIECE AND PARCEL OF LAND measuring 1.01 Acres lying and situated in Mouza-Reckjoani, J.L.no- 13, R.S no- 198, appertaining to C.S. Dag no- 1235, 1237, 1240, 1241, 1242 and 1243 under C.S Khatian- , 743 corresponding to R.S Dag no- 1302, 1304, 1307, 1308, 1309 and 1310 under R.S Khatian no- 1693, 788, corresponding to L.R. Dag- 1302, 1304, 1307, 1308, 1309 and 1310 under L.R. Khatian- 1878, 1879, 1880, 2651, 2652, 2653, 2654 and 2655, as follows:-

Sl. no.	C.S Dag	C.S. Khatian	R.S Dag	R.S. Khatian	L.R Dag	L.R Khatian	Share	Land Area	Total Land Area	Nature
1.	1235		1302	1693	1302	1878	0.0074	0.01	0.01	DANGA
						1879	0.0074	0.00		
						1880	0.0074	0.00		
						2651	0.0444	0.00		
						2652	0.0445	0.00		
						2653	0.0074	0.00		
						2654	0.0074	0.00		
2.	1237		1304	1693	1304	1878	0.0139	0.00	0.11	PUKUR
						1879	0.0139	0.01		
						1880	0.0139	0.01		
						2651	0.0834	0.04		
						2652	0.0833	0.04		
						2653	0.0139	0.00		
						2654	0.0138	0.00		
3.	1240	743	1307	788	1307	1878	0.0555	0.00	0.13	BAGAN
						1879	0.0555	0.00		
						1880	0.0556	0.01		
						2651	0.3333	0.04		
						2652	0.3334	0.04		
						2653	0.0556	0.01		
						2654	0.0556	0.01		
2655	0.0555	0.01								

4.	1241	1308	1308	1878	0.0556	0.01	0.18	PUKUR
				1879	0.0556	0.01		
				1880	0.0555	0.01		
				2651	0.3334	0.06		
				2652	0.3333	0.06		
				2653	0.0555	0.01		
				2654	0.0555	0.01		
				2655	0.0556	0.01		
5.	1242	1309	1309	1878	0.0556	0.02	0.34	BAGAN
				1879	0.0556	0.02		
				1880	0.0555	0.02		
				2651	0.3333	0.11		
				2652	0.3333	0.11		
				2653	0.0556	0.02		
				2654	0.0556	0.01		
				2655	0.0555	0.02		
6.	1243	1310	1310	1878	0.0555	0.02	0.24	BAGAN
				1879	0.0556	0.02		
				1880	0.0556	0.01		
				2651	0.3334	0.08		
				2652	0.3333	0.08		
				2653	0.0556	0.01		
				2654	0.0555	0.01		
				2655	0.0556	0.01		

Police Station- **Rajarhat**, under **Rajarhat Bishnuptr- 1** Gram Panchayet, within the limit of District- 24 Pargana (North) and delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon and butted and bounded as follows:

On the North : Land of R.S Dag-1265 and 1311.

On the South : Land of R.S Dag- 1334 and 1306.

On the East : Land of R.S Dag- 1302 and 1303..

On the West : Land of R.S Dag- 1313 and 1333.

Together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Owners in the Said Property.

32. Execution and Delivery

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

Witnesses:

1.

Subrata Mondal Soumendra Nath Mondal
 Reeljoani, Rajasulat
 Kol - 135

Soumendra Nath Mondal

Prabir Kumar Mondal.

Prabir Kumar Mondal

2. Samrajit Pat.

Majpara, Rajasulat.
 Kol - 135.

Manat Kumar Mondal.

Manat Kumar Mondal

Bandana Mondal

Bandana Mondal

Chandana Das
 Chandana Das



LTI of Kapal
 Kundala Mondal by
 the Pass of Subrata Mondal

Kapal Kundala Mondal

Sujay Mondal.
 Sujay Mondal

Bharati Mondal
 Bharati Mondal

Sutapa Mondal
 Sutapa Mondal

Sumita Mondal
 Sumita Mondal

Samresh Chandra Mondal. Kumaresh Mondal
 Samresh Chandra Mondal Kumaresh Mondal

Shibani Mondal
 Shibani Mondal

Sarbani Mondal
 Sarbani Mondal

নামিতা মন্ডল

NAMITA MONDAL

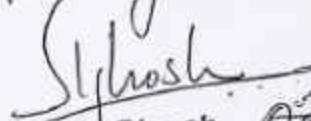
(OWNERS)

SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED


DIRECTOR

M/S SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED
(DEVELOPER)

Drafted by me —


Sarbojit Ghosh
Advocate
High Court, Calcutta

SCHEDULE OF PAYMENT

At or before the execution of the Development Agreement.

Particulars	Name	Amount (in Rupees)
Cheque no- 213064 Dated 30.06.2015 Axis Bank Ltd, Baguiati Branch.	SOUMENDRA NATH MONDAL	Rs. 3,95,666/-
CASH	SOUMENDRA NATH MONDAL	Rs. 21,000/-
Cheque no- 213066 Dated 30.06.2015 Axis Bank Ltd, Baguiati Branch.	PRABIR KUMAR MANDAL	Rs. 4,16,666/-
Cheque no- 213068 Dated 30.06.2015 Axis Bank Ltd, Baguiati Branch.	MANAT KUMAR MONDAL	Rs. 4,16,666/-
Cheque no- 213077 Dated 30.06.2015 Axis Bank Ltd, Baguiati Branch.	BANDANA MONDAL	Rs. 4,16,666/-
Cheque no- 213078 Dated 30.06.2015 Axis Bank Ltd, Baguiati Branch.	CHANDANA DAS	Rs. 4,16,666/-
Cheque no- 213079 Dated 30.06.2015 Axis Bank Ltd, Baguiati Branch.	KAPAL KUNDALA MONDAL	Rs. 4,16,670/-
Cheque no- 213062 Dated 30.06.2015 Axis Bank Ltd, Baguiati Branch.	SUJAY MANDAL	Rs. 6,25,000/-
Cheque no- 213069 Dated 30.06.2015 Axis Bank Ltd, Baguiati Branch.	BHARATI MONDAL	Rs. 6,25,000/-
Cheque no- 213070 Dated 30.06.2015 Axis Bank Ltd, Baguiati Branch.	SUTAPA MONDAL	Rs. 6,25,000/-
Cheque no- 213071 Dated 30.06.2015 Axis Bank Ltd, Baguiati Branch.	SUMITA MONDAL	Rs. 6,25,000/-
Cheque no- 213073 Dated 30.06.2015 Axis Bank Ltd, Baguiati Branch.	SAMARESH CHANDRA MONDAL	Rs. 2,50,000/-
Cheque no- 213075 Dated 30.06.2015 Axis Bank Ltd, Baguiati Branch.	KUMARESH MONDAL	Rs. 10,00,000/-
Cheque no- 213076 Dated 30.06.2015 Axis Bank Ltd, Baguiati Branch.	SHIBANI MONDAL	Rs. 5,00,000/-

Cheque no- 213074 Dated 30.06.2015 Axis Bank Ltd, Baguiati Branch.	SARBANI MONDAL	Rs. 5,00,000/-
Cheque no- 213072 Dated 30.06.2015 Axis Bank Ltd, Baguiati Branch.	NAMITA MONDAL	Rs. 2,50,000/-
TOTAL		Rs. 75,00,000/-

Witnesses:

1.

Subrata Mondal
Keeljoani, Rajshahi
KOL-135

Soumen dsanath Mondal

SOUMENDRA NATH MONDAL

PRABIR KUMAR MONDAL

Manat Kumar Mondal Bandana Mondal

MANAT KUMAR MANDAL

BANDANA MONDAL

Chandana Das

CHANDANA DAS

KAPAL KUNDALA MONDAL

LTI of Kapal Kunda
Mondal by the pen
of Subrata Mondal

2. Samrajit Pal
Neipukur, Rajshahi
KOL-135.

Sujay Mondal

SUJAY MANDAL

BHARATI MANDAL

Sutapa Mondal

SUTAPA MONDAL

Sumita Mondal

SUMITA MONDAL

Samresh Chandra Mondal Kumaresh Mondal

SAMARESH CHANDRA MONDAL

KUMARESH MONDAL

Shibani Mondal

SHIBANI MONDAL

Sarbani Mondal

SARBANI MONDAL

নামিতা মন্ডল

NAMITA MONDAL



SITE PLAN OF C.S. DAG NO. 1240,1241,1242,1243, 1235 & 1237 UNDER C.S. KHATIAN NO. 743, CORRESPONDING TO R.S. DAG NO. 1307,1308, 1309, 1310, 1302 & 1304 UNDER R.S. KHATIAN NO. 788, CORRESPONDING TO L.R. DAG NO. 1307, 1308, 1309,1310, 1302 & 1304 UNDER L.R KHATIAN. NO. 2651, 2652, 2653, 2654, 1878, 1879 & 1880 AT MOUZA - RECKJUANI, J. NO. 13, R.S. NO. 198, TOUZI NO- 1507, P.S. + P.O.- RAJARHAT, UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET. KOLKATA- 700 135, DIST. - NORTH 24 PARGANAS,

SCALE :- 1"= 3'



AREA OF LAND :-

R.S. & L.R. DAG NO	AREA
1307	0.13 Acres
1308	0.18 Acres
1309	0.34 Acres
1310	0.24 Acres
1302	0.01 Acres
1304	0.11 Acres
TOTAL	1.01 Acres

Bardara Mondal
LT1 of Kapal Mondal
Mondal by the Pen
of Subrata Mondal

57301 57302
Kumalesh Mondal
Sujay Mondal.
Samarsh chandra Mondal.
Sarbani Mondal
Saumen dranath Mondal
Chandana Das

Manjesh Kumar Mondal.
Shilpari Mondal
Itabir Kumar Mondal.

Subapa Mondal
Bijoy Sarkar Sumita Mondal

SUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED

[Signature]
 DIRECTOR

SIGNATURE OF DEVELOPER

1007 FARAB
 L.S. NO. 10110
 SIG. OF SURVEYOR

SIGNATURE OF OWNERS

57301 57302

Thumb

1st finger

middle finger

ring finger

small finger



left hand					
right hand					

Name Amitabh Roy

Signature [Signature]

Thumb

1st finger

middle finger

ring finger

small finger



left hand					
right hand					

Name Saumen dey nath Mondal

Signature Saumen dey nath Mondal

Thumb

1st finger

middle finger

ring finger

small finger



left hand					
right hand					

Name Srabir Kumar Mandel

Signature Srabir Kumar Mandel

Thumb

1st finger

middle finger

ring finger

small finger

	left hand					
	right hand					

Name Manukumar Mandel

Signature Manukumar Mandel



Thumb

1st finger

middle finger

ring finger

small finger

	left hand					
	right hand					

Name Bandana Mondal

Signature Bandana Mondal

Thumb

1st finger

middle finger

ring finger

small finger

	left hand					
	right hand					

Name Chandana Das

Signature Chandana Das

Thumb

1st finger

middle finger


ring finger

small finger



left hand					
right hand					

Name Kapal Kundala Mondal

Signature  LTI of Kapal Kundala Mondal by the pen of Subrata Mondal

Thumb

1st finger

middle finger

ring finger

small finger



left hand					
right hand					

Name Sujay Mondal

Signature Sujay Mondal

Thumb

1st finger

middle finger

ring finger

small finger



left hand					
right hand					

Name ଉତ୍ପତ୍ତି ମହାନ୍ତ

Signature ଉତ୍ପତ୍ତି ମହାନ୍ତ

Thumb

1st finger

middle finger

ring finger

small finger



left hand					
right hand					

Name Sutapa Mondal

Signature Sutapa Mondal

Thumb

1st finger

middle finger

ring finger

small finger



left hand					
right hand					

Name Sumita Mondal

Signature Sumita Mondal

Thumb

1st finger

middle finger

ring finger

small finger



left hand					
right hand					

Name Somnath Chandra Mondal

Signature Somnath Chandra Mondal

Thumb

1st finger

middle finger

ring finger

small finger



left hand					
right hand					

Name KUMARJESU Mondal

Signature KUMARJESU Mondal

Thumb

1st finger

middle finger

ring finger

small finger



left hand					
right hand					

Name Shilani Mondal

Signature Shilani Mondal

Thumb

1st finger

middle finger

ring finger

small finger



left hand					
right hand					

Name Sarbani Mondal

Signature Sarbani Mondal



Thumb

1st finger

middle finger

ring finger

small finger

	left hand					
	right hand					

Name নামিতা মল্লিক

Signature নামিতা মল্লিক

Thumb

1st finger

middle finger

ring finger

small finger

PHOTO	left hand					
	right hand					

Name

Signature

Thumb

1st finger

middle finger

ring finger

small finger

PHOTO	left hand					
	right hand					

Name

Signature

Seller, Buyer and Property Details

A. Land Lord & Developer Details

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	<p>Mr Soumendra Nath Mondal Son of Late Bibhuti Bhusan Mondal Vill- Reckjoani, P.O:- Rajarhat, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AEJPM5444E, Status : Self Date of Execution : 30/06/2015 Date of Admission : 30/06/2015 Place of Admission of Execution : Pvt. Residence</p>
2	<p>Mr Prabir Kumar Mondal Son of Late Bibhuti Bhusan Mondal Vill- Reckjoani,, P.O:- Rajarhat, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AEJPM5443A, Status : Self Date of Execution : 30/06/2015 Date of Admission : 30/06/2015 Place of Admission of Execution : Pvt. Residence</p>
3	<p>Mr Manat Kumar Mandal Son of Late Bibhuti Bhusan Mondal Vill- Reckjoani, P.O:- Rajarhat, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. BEWPM4356J, Status : Self Date of Execution : 30/06/2015 Date of Admission : 30/06/2015 Place of Admission of Execution : Pvt. Residence</p>
4	<p>Mrs Bandana Mondal Wife of Mr Basudeb Mondal Purba Dhanyakuriya, P.O:- Arbelia, P.S:- Basirhat, District:-North 24-Parganas, West Bengal, India, PIN - 743437 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. AMBPM7457N, Status : Self Date of Execution : 30/06/2015 Date of Admission : 30/06/2015 Place of Admission of Execution : Pvt. Residence</p>

Land Lord Details

SL No.	Name, Address, Photo, Finger print and Signature
5	<p>Mrs Chandana Das Daugther of Mr Sourendra Kumar Das Vill- Reckjoani,, P.O:- Rajarhat, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. BEYPD5799C, Status : Self Date of Execution : 30/06/2015 Date of Admission : 30/06/2015 Place of Admission of Execution : Pvt. Residence</p>
6	<p>Mrs Kapal Kundala Mondal Wife of Late Bibhuti Bhusan Mondal Vill- Reckjoani,, P.O:- Rajarhat, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, Status : Self Date of Execution : 30/06/2015 Date of Admission : 30/06/2015 Place of Admission of Execution : Pvt. Residence</p>
7	<p>Mr Sujay Mondal Son of Late Manik Lal Mondal Vill- Reckjoani,, P.O:- Rajarhat, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ANXPM5096N, Status : Self Date of Execution : 30/06/2015 Date of Admission : 30/06/2015 Place of Admission of Execution : Pvt. Residence</p>
8	<p>Mrs Bharati Mandal Wife of Mr Palal Chandra Mandal Vill- Reckjoani, P.O:- Rajarhat, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. BIKPM6529B, Status : Self Date of Execution : 30/06/2015 Date of Admission : 30/06/2015 Place of Admission of Execution : Pvt. Residence</p>

Land Lord Details


SL No.	Name, Address, Photo, Finger print and Signature
9	<p>Mrs Sutapa Mondal Wife of Mr Arup Kumar Mondal 67, Motilal Nehru Road, 1st Floor,, Motilal Nehru Road, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. BEMPM5071E, Status : Self Date of Execution : 30/06/2015 Date of Admission : 30/06/2015 Place of Admission of Execution : Pvt. Residence</p>
10	<p>Mr Samaresh Chandra Mondal Son of Late Gopinath Mondal Vill- Reckjoani,, P.O:- Rajarhat, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. AXYPM5020H, Status : Self Date of Execution : 30/06/2015 Date of Admission : 30/06/2015 Place of Admission of Execution : Pvt. Residence</p>
11	<p>Mr Kumaresh Mondal Son of Late Gopinath Mondal Vill- Reckjoani,, P.O:- Rajarhat, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. CPYPM9575H, Status : Self Date of Execution : 30/06/2015 Date of Admission : 30/06/2015 Place of Admission of Execution : Pvt. Residence</p>
12	<p>Mrs Shibani Mondal Wife of Mr Paritosh Kumar Mondal 52, Sikdar Bagan Street, Sikdarbagan Street, P.O:- Shyambazar, P.S:- Shyampukur, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700004 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. BEZPM2417K, Status : Self Date of Execution : 30/06/2015 Date of Admission : 30/06/2015 Place of Admission of Execution : Pvt. Residence</p>

Land Lord Details

SL No.	Name, Address, Photo, Finger print and Signature
13	<p>Mrs Sarbani Mondal Wife of Mr Asru Kumar Mondal Mondal Para, Dewalay, Deganga, P.O:- Chakla, P.S:- Deganga, District:-North 24-Parganas, West Bengal, India, PIN - 743424 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. BWVPM2431D, Status : Self Date of Execution : 30/06/2015 Date of Admission : 30/06/2015 Place of Admission of Execution : Pvt. Residence</p>
14	<p>Mrs Namita Mondal Wife of Late Gopinath Mondal Vill- Reckjoani, P.O:- Rajarhat, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, Status : Self Date of Execution : 30/06/2015 Date of Admission : 30/06/2015 Place of Admission of Execution : Pvt. Residence</p>
15	<p>Mrs Sumita Mondal Wife of Mr Pradip Mondal Purba Jadurhati, Paschim Para, Dakshin Baduria,, P.O:- Jadurhati, P.S:- Baduria, District:-North 24-Parganas, West Bengal, India, PIN - 743293 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. COUPM0376P, Status : Self Date of Execution : 30/06/2015 Date of Admission : 30/06/2015 Place of Admission of Execution : Pvt. Residence</p>

Developer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	<p>Soumita Realty & Infrastructure Private Limited P-35, Motijheel Avenue, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074 PAN No. AAVCS8044E, Status : Organization Represented by representative as given below:-</p>
1(1)	<p>Mr Amitabh Roy Son of Mr Sunil Kumar Roy D-302, City Centre,, P.O:- Salt Lake, P.S:- East Bidhannagar, North Barrackpore, District:-North 24-Parganas, West Bengal, India, PIN - 700064 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ACGPR3774E, Status : Representative Date of Execution : 30/06/2015 Date of Admission : 30/06/2015 Place of Admission of Execution : Pvt. Residence</p>

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	<p>Mr Sarbojit Ghosh Son of Late Jyoti Brata Ghosh High Court, Kolkata., P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India,</p>	<p>Mr Soumendra Nath Mondal, Mr Prabir Kumar Mondal, Mr Manat Kumar Mandal, Mrs Bandana Mondal, Mrs Chandana Das, Mrs Kapal Kundala Mondal, Mr Sujay Mondal, Mrs Bharati Mandal, Mrs Sutapa Mondal, Mr Samaresh Chandra Mondal, Mr Kumaresh Mondal, Mrs Shibani Mondal, Mrs Sarbani Mondal, Mrs Namita Mondal, Mr Amitabh Roy, Mrs Sumita Mondal</p>	 7/2/2015 5:02:13 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

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: RAJARHAT BISHNUPUR-I, Mouza: Rekjoyani	RS Plot No:- 1302 , RS Khatian No:- 1693	0.01 Acre	1,00,000/-	2,00,379/-	Proposed Use: Bastu, ROR: Danga, Property is on Road
L2	District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Rekjoyani	RS Plot No:- 1304 , RS Khatian No:- 1693	0.11 Acre	1,00,000/-	20,66,405/-	Proposed Use: Pukur, ROR: Pukur, Property is on Road
L3	District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Rekjoyani	RS Plot No:- 1307 , RS Khatian No:- 788	0.13 Acre	10,00,000/-	26,04,927/-	Proposed Use: Bastu, ROR: Bagan, Property is on Road
L4	District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Rekjoyani	RS Plot No:- 1308 , RS Khatian No:- 788	0.18 Acre	5,00,000/-	33,81,390/-	Proposed Use: Pukur, ROR: Pukur, Property is on Road
L5	District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Rekjoyani	RS Plot No:- 1309 , RS Khatian No:- 788	0.34 Acre	40,00,000/-	68,02,718/-	Proposed Use: Bastu, ROR: Bagan, Property is on Road
L6	District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Rekjoyani	RS Plot No:- 1310 , RS Khatian No:- 788	0.24 Acre	25,00,000/-	48,09,096/-	Proposed Use: Bastu, ROR: Bagan, Property is on 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(%)

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	Mr Kumaresh Mondal	Soumita Realty & Infrastructure Private Limited	0.0666667	6.66667
	Mr Manat Kumar Mandal	Soumita Realty & Infrastructure Private Limited	0.0666667	6.66667
	Mr Prabir Kumar Mondal	Soumita Realty & Infrastructure Private Limited	0.0666667	6.66667
	Mr Samaresh Chandra Mondal	Soumita Realty & Infrastructure Private Limited	0.0666667	6.66667
	Mr Soumendra Nath Mondal	Soumita Realty & Infrastructure Private Limited	0.0666667	6.66667
	Mr Sujay Mondal	Soumita Realty & Infrastructure Private Limited	0.0666667	6.66667
	Mrs Bandana Mondal	Soumita Realty & Infrastructure Private Limited	0.0666667	6.66667
	Mrs Bharati Mandal	Soumita Realty & Infrastructure Private Limited	0.0666667	6.66667
	Mrs Chandana Das	Soumita Realty & Infrastructure Private Limited	0.0666667	6.66667
	Mrs Kapal Kundala Mondal	Soumita Realty & Infrastructure Private Limited	0.0666667	6.66667
	Mrs Namita Mondal	Soumita Realty & Infrastructure Private Limited	0.0666667	6.66667
	Mrs Sarbani Mondal	Soumita Realty & Infrastructure Private Limited	0.0666667	6.66667
	Mrs Shibani Mondal	Soumita Realty & Infrastructure Private Limited	0.0666667	6.66667
	Mrs Sumita Mondal	Soumita Realty & Infrastructure Private Limited	0.0666667	6.66667
	Mrs Sutapa Mondal	Soumita Realty & Infrastructure Private Limited	0.0666667	6.66667

Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L2	Mr Kumaresh Mondal	Soumita Realty & Infrastructure Private Limited	0.733333	6.66667
	Mr Manat Kumar Mandal	Soumita Realty & Infrastructure Private Limited	0.733333	6.66667
	Mr Prabir Kumar Mondal	Soumita Realty & Infrastructure Private Limited	0.733333	6.66667
	Mr Samaresh Chandra Mondal	Soumita Realty & Infrastructure Private Limited	0.733333	6.66667
	Mr Soumendra Nath Mondal	Soumita Realty & Infrastructure Private Limited	0.733333	6.66667
	Mr Sujay Mondal	Soumita Realty & Infrastructure Private Limited	0.733333	6.66667
	Mrs Bandana Mondal	Soumita Realty & Infrastructure Private Limited	0.733333	6.66667
	Mrs Bharati Mandal	Soumita Realty & Infrastructure Private Limited	0.733333	6.66667
	Mrs Chandana Das	Soumita Realty & Infrastructure Private Limited	0.733333	6.66667
	Mrs Kapal Kundala Mondal	Soumita Realty & Infrastructure Private Limited	0.733333	6.66667
	Mrs Namita Mondal	Soumita Realty & Infrastructure Private Limited	0.733333	6.66667
	Mrs Sarbani Mondal	Soumita Realty & Infrastructure Private Limited	0.733333	6.66667
	Mrs Shibani Mondal	Soumita Realty & Infrastructure Private Limited	0.733333	6.66667
	Mrs Sumita Mondal	Soumita Realty & Infrastructure Private Limited	0.733333	6.66667
	Mrs Sutapa Mondal	Soumita Realty & Infrastructure Private Limited	0.733333	6.66667

Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L3	Mr Kumaresh Mondal	Soumita Realty & Infrastructure Private Limited	0.866667	6.66667
	Mr Manat Kumar Mandal	Soumita Realty & Infrastructure Private Limited	0.866667	6.66667
	Mr Prabir Kumar Mondal	Soumita Realty & Infrastructure Private Limited	0.866667	6.66667
	Mr Samaresh Chandra Mondal	Soumita Realty & Infrastructure Private Limited	0.866667	6.66667
	Mr Soumendra Nath Mondal	Soumita Realty & Infrastructure Private Limited	0.866667	6.66667
	Mr Sujay Mondal	Soumita Realty & Infrastructure Private Limited	0.866667	6.66667
	Mrs Bandana Mondal	Soumita Realty & Infrastructure Private Limited	0.866667	6.66667
	Mrs Bharati Mandal	Soumita Realty & Infrastructure Private Limited	0.866667	6.66667
	Mrs Chandana Das	Soumita Realty & Infrastructure Private Limited	0.866667	6.66667
	Mrs Kapal Kundala Mondal	Soumita Realty & Infrastructure Private Limited	0.866667	6.66667
	Mrs Namita Mondal	Soumita Realty & Infrastructure Private Limited	0.866667	6.66667
	Mrs Sarbani Mondal	Soumita Realty & Infrastructure Private Limited	0.866667	6.66667
	Mrs Shibani Mondal	Soumita Realty & Infrastructure Private Limited	0.866667	6.66667
	Mrs Sumita Mondal	Soumita Realty & Infrastructure Private Limited	0.866667	6.66667
Mrs Sutapa Mondal	Soumita Realty & Infrastructure Private Limited	0.866667	6.66667	

Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L4	Mr Kumaresh Mondal	Soumita Realty & Infrastructure Private Limited	1.2	6.66667
	Mr Manat Kumar Mandal	Soumita Realty & Infrastructure Private Limited	1.2	6.66667
	Mr Prabir Kumar Mondal	Soumita Realty & Infrastructure Private Limited	1.2	6.66667
	Mr Samaresh Chandra Mondal	Soumita Realty & Infrastructure Private Limited	1.2	6.66667
	Mr Soumendra Nath Mondal	Soumita Realty & Infrastructure Private Limited	1.2	6.66667
	Mr Sujay Mondal	Soumita Realty & Infrastructure Private Limited	1.2	6.66667
	Mrs Bandana Mondal	Soumita Realty & Infrastructure Private Limited	1.2	6.66667
	Mrs Bharati Mandal	Soumita Realty & Infrastructure Private Limited	1.2	6.66667
	Mrs Chandana Das	Soumita Realty & Infrastructure Private Limited	1.2	6.66667
	Mrs Kapal Kundala Mondal	Soumita Realty & Infrastructure Private Limited	1.2	6.66667
	Mrs Namita Mondal	Soumita Realty & Infrastructure Private Limited	1.2	6.66667
	Mrs Sarbani Mondal	Soumita Realty & Infrastructure Private Limited	1.2	6.66667
	Mrs Shibani Mondal	Soumita Realty & Infrastructure Private Limited	1.2	6.66667
	Mrs Sumita Mondal	Soumita Realty & Infrastructure Private Limited	1.2	6.66667
Mrs Sutapa Mondal	Soumita Realty & Infrastructure Private Limited	1.2	6.66667	

Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L5	Mr Kumaresh Mondal	Soumita Realty & Infrastructure Private Limited	2.26667	6.66667
	Mr Manat Kumar Mandal	Soumita Realty & Infrastructure Private Limited	2.26667	6.66667
	Mr Prabir Kumar Mondal	Soumita Realty & Infrastructure Private Limited	2.26667	6.66667
	Mr Samaresh Chandra Mondal	Soumita Realty & Infrastructure Private Limited	2.26667	6.66667
	Mr Soumendra Nath Mondal	Soumita Realty & Infrastructure Private Limited	2.26667	6.66667
	Mr Sujay Mondal	Soumita Realty & Infrastructure Private Limited	2.26667	6.66667
	Mrs Bandana Mondal	Soumita Realty & Infrastructure Private Limited	2.26667	6.66667
	Mrs Bharati Mandal	Soumita Realty & Infrastructure Private Limited	2.26667	6.66667
	Mrs Chandana Das	Soumita Realty & Infrastructure Private Limited	2.26667	6.66667
	Mrs Kapal Kundala Mondal	Soumita Realty & Infrastructure Private Limited	2.26667	6.66667
	Mrs Namita Mondal	Soumita Realty & Infrastructure Private Limited	2.26667	6.66667
	Mrs Sarbani Mondal	Soumita Realty & Infrastructure Private Limited	2.26667	6.66667
	Mrs Shibani Mondal	Soumita Realty & Infrastructure Private Limited	2.26667	6.66667
	Mrs Sumita Mondal	Soumita Realty & Infrastructure Private Limited	2.26667	6.66667
	Mrs Sutapa Mondal	Soumita Realty & Infrastructure Private Limited	2.26667	6.66667

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L6	Mr Kumaresh Mondal	Soumita Realty & Infrastructure Private Limited	1.6	6.66667
	Mr Manat Kumar Mandal	Soumita Realty & Infrastructure Private Limited	1.6	6.66667
	Mr Prabir Kumar Mondal	Soumita Realty & Infrastructure Private Limited	1.6	6.66667
	Mr Samaresh Chandra Mondal	Soumita Realty & Infrastructure Private Limited	1.6	6.66667
	Mr Soumendra Nath Mondal	Soumita Realty & Infrastructure Private Limited	1.6	6.66667
	Mr Sujay Mondal	Soumita Realty & Infrastructure Private Limited	1.6	6.66667
	Mrs Bandana Mondal	Soumita Realty & Infrastructure Private Limited	1.6	6.66667
	Mrs Bharati Mandal	Soumita Realty & Infrastructure Private Limited	1.6	6.66667
	Mrs Chandana Das	Soumita Realty & Infrastructure Private Limited	1.6	6.66667
	Mrs Kapal Kundala Mondal	Soumita Realty & Infrastructure Private Limited	1.6	6.66667
	Mrs Namita Mondal	Soumita Realty & Infrastructure Private Limited	1.6	6.66667
	Mrs Sarbani Mondal	Soumita Realty & Infrastructure Private Limited	1.6	6.66667
	Mrs Shibani Mondal	Soumita Realty & Infrastructure Private Limited	1.6	6.66667
	Mrs Sumita Mondal	Soumita Realty & Infrastructure Private Limited	1.6	6.66667
	Mrs Sutapa Mondal	Soumita Realty & Infrastructure Private Limited	1.6	6.66667

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Sarbojit Ghosh
Address	High Court, Kolkata, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001
Applicant's Status	Advocate

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

Endorsement For Deed Number : I - 152307343 / 2015

Query No/Year 15230000392761/2015 Serial no/Year 1523007640 / 2015
Deed No/Year I - 152307343 / 2015
Transaction [0110] Sale, Development Agreement or Construction agreement
Name of Presentant Mr Amitabh Roy Presented At Private Residence
Date of Execution 30-06-2015 Date of Presentation 30-06-2015

Remarks

On 02/07/2015

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 82,510/- (B = Rs 82,489/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by Draft Rs 82,510/-

1. Description of Draft

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 82,510/- (B = Rs 82,489/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by Draft Rs 82,510/-

Description of Draft

1. Rs 40,000/- is paid, by the Draft(8554) No: 683120000405, Date: 30/06/2015, Bank: STATE BANK OF INDIA (SBI), Rajarhat Township.
2. Rs 42,510/- is paid, by the Draft(8554) No: 683117000405, Date: 30/06/2015, Bank: STATE BANK OF INDIA (SBI), Rajarhat Township.

Payment of Stamp Duty

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

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 13475, Purchased on 29/06/2015, Vendor named S D.

Description of Draft

1. Rs 40,021/- is paid, by the Draft(8554) No: 683118000405, Date: 30/06/2015, 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

On 03/07/2015

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 82,510/- (B = Rs 82,489/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-



(Debasish Dhar)

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

On 30/06/2015

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

Presented for registration at 21:10 hrs on : 30/06/2015, at the Private residence by Mr Amitabh Roy ..

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 1,98,64,915/-

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

Execution is admitted on 30/06/2015 by

Mr Soumendra Nath Mondal, Son of Late Bibhuti Bhusan Mondal, Vill- Reckjoani, P.O: Rajarhat, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Hindu, By Profession Business
Indetified by Mr Sarbojit Ghosh, Son of Late Jyoti Brata Ghosh, High Court, Kolkata., P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 30/06/2015 by

Mr Prabir Kumar Mondal, Son of Late Bibhuti Bhusan Mondal, Vill- Reckjoani,, P.O: Rajarhat, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Hindu, By Profession Business
Indetified by Mr Sarbojit Ghosh, Son of Late Jyoti Brata Ghosh, High Court, Kolkata., P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 30/06/2015 by

Mr Manat Kumar Mandal, Son of Late Bibhuti Bhusan Mondal, Vill- Reckjoani, P.O: Rajarhat, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Hindu, By Profession Business

Indetified by Mr Sarbojit Ghosh, Son of Late Jyoti Brata Ghosh, High Court, Kolkata., P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 30/06/2015 by

Mrs Bandana Mondal, Wife of Mr Basudeb Mondal, Purba Dhanyakuriya, P.O: Arbelia, Thana: Basirhat, , North 24-Parganas, WEST BENGAL, India, PIN - 743437, By caste Hindu, By Profession House wife
Indetified by Mr Sarbojit Ghosh, Son of Late Jyoti Brata Ghosh, High Court, Kolkata., P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 30/06/2015 by

Mrs Chandana Das, Daughter of Mr Sourendra Kumar Das, Vill- Reckjoani,, P.O: Rajarhat, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Hindu, By Profession House wife
Indetified by Mr Sarbojit Ghosh, Son of Late Jyoti Brata Ghosh, High Court, Kolkata., P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 30/06/2015 by

Mrs Kapal Kundala Mondal, Wife of Late Bibhuti Bhusan Mondal, Vill- Reckjoani,, P.O: Rajarhat, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Hindu, By Profession House wife
Indetified by Mr Sarbojit Ghosh, Son of Late Jyoti Brata Ghosh, High Court, Kolkata., P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 30/06/2015 by

Mr Sujay Mondal, Son of Late Manik Lal Mondal, Vill- Reckjoani,, P.O: Rajarhat, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Hindu, By Profession Business
Indetified by Mr Sarbojit Ghosh, Son of Late Jyoti Brata Ghosh, High Court, Kolkata., P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 30/06/2015 by

Mrs Bharati Mandal, Wife of Mr Palal Chandra Mandal, Vill- Reckjoani, P.O: Rajarhat, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Hindu, By Profession House wife
Indetified by Mr Sarbojit Ghosh, Son of Late Jyoti Brata Ghosh, High Court, Kolkata., P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 30/06/2015 by

Mrs Sutapa Mondal, Wife of Mr Arup Kumar Mondal, 67, Motilal Nehru Road, 1st Floor,, Road: Motilal Nehru Road, , P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By Profession House wife

Indetified by Mr Sarbojit Ghosh, Son of Late Jyoti Brata Ghosh, High Court, Kolkata., P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 30/06/2015 by

Mr Samaresh Chandra Mondal, Son of Late Gopinath Mondal, Vill- Reckjoani,, P.O: Rajarhat, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Hindu, By Profession Service

Indetified by Mr Sarbojit Ghosh, Son of Late Jyoti Brata Ghosh, High Court, Kolkata., P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 30/06/2015 by

Mr Kumaresh Mondal, Son of Late Gopinath Mondal, Vill- Reckjoani,, P.O: Rajarhat, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Hindu, By Profession Service

Indetified by Mr Sarbojit Ghosh, Son of Late Jyoti Brata Ghosh, High Court, Kolkata., P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 30/06/2015 by

Mrs Shibani Mondal, Wife of Mr Paritosh Kumar Mondal, 52, Sikdar Bagan Street, Road: Sikdarbagan Street, , P.O: Shyambazar, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700004, By caste Hindu, By Profession House wife

Indetified by Mr Sarbojit Ghosh, Son of Late Jyoti Brata Ghosh, High Court, Kolkata., P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 30/06/2015 by

Mrs Sarbani Mondal, Wife of Mr Asru Kumar Mondal, Mondal Para, Dewalay, Deganga, P.O: Chakla, Thana: Deganga, , North 24-Parganas, WEST BENGAL, India, PIN - 743424, By caste Hindu, By Profession House wife

Indetified by Mr Sarbojit Ghosh, Son of Late Jyoti Brata Ghosh, High Court, Kolkata., P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2015, Page from 39415 to 39469

being No 152307343 for the year 2015.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2015.07.14 17:18:33 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 14-07-2015 17:18:32
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)

13475 Date 29/6/15
Sold to Soumitra Realty and Infrastructure Pvt Ltd
of P-25 Motihheel Avenue Dum Dum Kolkata-74
Rupees 107

- S.G. (AMITABH ROY)

Semiran Das
Stamp Vendor
Alipore Police Court
South 24 Pgs. Kol-74



9211

SOMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED

S.G. DIRECTOR



9213

- Soumitra Das with Mandal



9214

- Srabir Kumar Mandal.



9215

- Manoj Kumar Mandal.

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

Identified by me -

Sarbojit Ghosh Adv.
Advocate
High Court, Calcutta

30 JUN 2015



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

30 JUN 2015



9216

- Bandana Mondal



9217

- Chandana Das



9218

- LTI of Kapal Kundala Mondal
by the son of Subrata Mondal.



9212

- Sujay Mondal.



9219

সুজয় মন্ডল



9220

- Sutapa Mondal



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

30 JUN 2015



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

30 JUN 2015



9221

- Sumita Mondal



9222

Samarendra Chandra Mondal.



9223

- Kumar Resh Mondal



9224

- Shilant Mondal



9225

Sarbani Mondal



- Sarbojit Ghosh

Identified by me -

Sarbojit Ghosh Adv.
Advocate
High Court, Calcutta



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

30 JUN 2015



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

30 JUN 2015



Additional District Sub-Registrar
Rajahat, New Town, North 24-Pga

30 JUN 2015



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

30 JUN 2015



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

30 JUN 2015



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

30 JUN 2015



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

30 JUN 2015



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

30 JUN 2015



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

30 JUN 2015



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

30 JUN 2015



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

30 JUN 2015



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

30 JUN 2015



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

30 JUN 2015



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

30 JUN 2015



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

30 JUN 2015



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

30 JUN 2015



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

30 JUN 2015



Additional District Sub-Registrar
Rajarhat, New Town, North 24 Pgs.
30 JUN 2015



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

30 JUN 2015



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

30 JUN 2015



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

30 JUN 2015



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

30 JUN 2015



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

30 JUN 2015



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

30 JUN 2015



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

30 JUN 2015



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

30 JUN 2015



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

30 JUN 2015



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

30 JUN 2015