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T-07315/15

भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100



सत्यमेव जयते

Rs. 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

U 699196

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 MR. 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.

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

Sujay Mandal

30/6/15
8-9
T-0392257

No. 12473 Date 29/6/15
Sold to Soumita Realty & Infrastructure Pvt Ltd.
of P-35 Matijheel Avenue, Dum, Dum Kol. 74
Rupees 100/-

Sty (Amritan Cor)


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



92/11

SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED


DIRECTOR



92/12

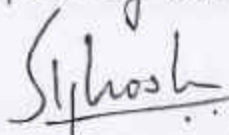


Sujay Mandal.

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

Identified by me —

30 JUN 2015


Adv.
Sarbojit Ghosh
Advocate
High Court, Calcutta

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, Post Office- Salt Lake, 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).

(Owner and Developer individually Party and collectively Parties.)

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

4. **Subject Matter of Agreement**

4.1 **Development of Said Property:**

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 0.80 Acres lying and situated in Mouza- Reckjoani, J.L.no- 13, R.S no- 198, appertaining to C.S. Dag no- 1197, 1198, 1199 and 1244 under C.S Khatian- 1728 corresponding to R.S Dag no- 1263, 1264, 1265 and 1311 under R.S Khatian no- 1707, corresponding to L.R. Dag- 1263, 1264, 1265 and 1311 under L.R. Khatian- 1881, 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 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.



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

30 JUN 2015

24 Pargana
 L.R. No. 1881

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 RABINDRA NATH PAL: During the Revisional Settlement of Records of Rights in the year 1956, one RABINDRA NATH PAL son of Kali Pada Pal was the recorded owner of ALL THAT PIECE AND PARCEL of land measuring more or less 0.80 Acres i.e. 0.29 Acres comprised in C.S Dag- 1197 corresponding to R.S. Dag no- 1263, 0.06 Acres comprised in C.S Dag- 1198 corresponding to R.S. Dag no- 1264, 0.26 Acres comprised in C.S Dag- 1199 corresponding to R.S. Dag no- 1265, 0.19 Acres comprised in C.S Dag- 1244 corresponding to R.S. Dag no- 1311, in Mouza- Reckjoani, J.L. No- 13, Police Station- Rajarhat, within the jurisdiction of Rajarhat-Bishnupur- 1 Gram Panchayet, District North 24 Parganas and his name was finally published in the R.S. Parcha as Rayati.

5.1.2 Ownership of SUJAY MANDAL: SUJAY MANDAL son of Late Manik Lal Mondal became the owner of land measuring 0.80 Acres i.e. 0.29 Acres comprised in C.S Dag- 1197 corresponding to R.S. Dag no- 1263, 0.06 Acres comprised in C.S Dag- 1198 corresponding to R.S. Dag no- 1264, 0.26 Acres comprised in C.S Dag- 1199 corresponding to R.S. Dag no- 1265, 0.19 Acres comprised in C.S Dag- 1244 corresponding to R.S. Dag no- 1311, 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 RABINDRA NATH PAL son of Kali Pada Pal on 29/11/1978 by way of Deed of Conveyance duly registered in the office A.D.S.R. - Cossipore, Dum Dum and recorded in Book- I, Volume- 164, Pages- 32 to 36, Being no- 6880 for the Year 1978.

5.1.3 Owner's share of land in this agreement SUJAY MANDAL: SUJAY MANDAL son of Late Manik Lal Mondal is the owner of land measuring 0.80 Acres i.e. 0.29 Acres comprised in C.S Dag- 1197 corresponding to R.S. Dag no- 1263 corresponding to L.R. Dag no- 1263, 0.06 Acres comprised in C.S Dag- 1198 corresponding to R.S. Dag no- 1264 corresponding to L.R. Dag no- 1264, 0.26 Acres comprised in C.S Dag- 1199 corresponding to R.S. Dag no- 1265 corresponding to L.R. Dag no- 1265, 0.19 Acres comprised in C.S Dag- 1244 corresponding to R.S. Dag no- 1311 corresponding to L.R. Dag no- 1311, is part of this agreement in Mouza- Reckjoani, J.L.no- 13, R.S no- 198, under L.R. Khatian- 1881, Police Station- Rajarhat, under Rajarhat Bishnupur- 1 Gram Panchayet, within the limit of District- 24 Pargana (North).

5.1.4 Free Title: The Owner 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 Owner and/or any person



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

30 JUN 2015

authorized by the owner in any manner whatsoever or being vested or in any manner encumbered by any prevailing Act of the land.

- 5.1.5 **Owner has Marketable Title:** The right, title and interest of the Owner 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.
- 5.1.6 **No Requisition or Acquisition:** So far as the knowledge of the owner, the said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise.
- 5.1.7 **Owner has Authority:** The owner have full right, power and authority to enter into this Agreement.
- 5.1.8 **No Prejudicial Act:** The Owner has neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Owner as follows:
- 5.2.1 **Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- 5.2.2 **Financial Arrangement:** The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property, inter alia by way of 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 Owner decided to develop the Said Property. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Property by constructing 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 Owner 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.



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

30 JUN 2015

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 Owner hereby appoint the Developer as the developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owner.

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

8. Sanction and Construction

8.1 **Sanction of Building Plans:** The Developer (as the agent of the Owner but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, 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 Owner confirms that the Owner has authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and



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

30 JUN 2015

supervision charges shall be paid by the Developer and the owner 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 Owner, 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 Owner 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 owner as mutually decided between them. The refundable advance shall be refunded by the owner 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 Owner to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and facilities allocable to the Owner and required for the construction of the Project but under no circumstances the Owner 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 Owner to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges 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 Owner, within the permissible limits of the Planning Authorities.
- 8.8 **Co-operation by Owner:** The Owner shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owner shall provide all co-operations that may be necessary for successful completion of the Project.



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

30 JUN 2015

9. Possession and Alternative Accommodation

9.1 **Vacating by Owner:** Simultaneously herewith, the Owner 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 Owner shall also grant to the Developer, M/S 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 Owner hereby undertake that he shall execute, as and when necessary, all papers, documents, plans etc., which are not prejudicial to the interest of the owner for enabling the Developer to perform all obligations under this Agreement.

11. Owner' Consideration

11.1 **Owner' Allocation:** The Owner is 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' Allocation).

a) As a part of the Owner's allocation the Developer shall pay Rs. 15,00,000/- (Rupees Fifteen Lakhs) only as refundable advance to be paid to the Owner 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. 15,00,000/- (Rupees Fifteen Lakhs) only as refundable advance, to the Owner. However the Owner 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 Owner 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



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

30 JUN 2015

13.2
 13.3
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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 owner 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' Allocation:** The Owner shall be exclusively entitled to the Owner' Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Owner 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 Owner with regard to the Owner's Allocation shall not in any manner, fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owner' Allocation shall be subject to the other provisions of this Agreement. ←
- 13.3 **Developer's Allocation:** The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owner and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owner. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement.
- 13.4 **Transfer of Developer's Allocation:** In consideration of the Developer constructing and handing over the Owner' Allocation to the Owner and meeting other obligations towards the Owner, the Owner shall execute deeds of conveyances



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

30 JUN 2015

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 Owner and the same shall be borne, paid and discharged by the Owner as and when called upon by the Developer, without raising any objection thereto. 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.



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

30 JUN 2015

- 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 Owner 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 Owner 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 Owner shall deposit title deeds of the Property with such Financer and same shall be returned to the Owner 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 Owner not to violate or contravene any provision of law, regulation or rule applicable to construction of the Project.
17. **Obligations of Owner**
- 17.1 **Co-operation with Developer:** The Owner undertakes 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 Owner undertakes 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 Owner undertake to provide the Developer with any and all documentation in original and information relating to the said



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

30 JUN 2015

- Property as may be required by the Developer from time to time, which are or may be in the possession of the Owner.
- 17.4 **No Obstruction in Dealing with Developer's Functions:** The Owner covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 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 Owner 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 Owner and the said Developer.
- 17.7 **No Dealing with Said Property:** The Owner covenant not to let out, grant lease, mortgage and/or charge the said Property or any portions thereof save in the manner envisaged by this Agreement.
18. **Indemnity**
- 18.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the 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 Owner:** The Owner hereby indemnify and agree to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by 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 Owner being incorrect.



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

30 JUN 2015

19. Handover of title deeds and possession for commencing construction:

- 19.1 The Owner 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 Owner 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 Owner 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 Owner 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 Owner shall pass valid receipts for all amounts paid under this Agreement.
- 21.5 **No Partnership:** The Owner and the Developer have entered into this Agreement on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall 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



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

30 JUN 2015

- which the Developer may need authority of the Owner. Further, various applications and other documents may be required to be made or signed by the Owner relating to which specific provisions may not have been made herein. The Owner hereby undertake to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owner in terms of this Agreement.
- 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 Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owner 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 Owner shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 21.10 **Name of Project:** The name of the Project shall be decided by the Developer and the Owner mutually.
- 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 Owner or as creating any right, title or interest therein in favour of the Developer except to develop the said Property in terms of this Agreement.
22. **Defaults**
- 22.1 **No Cancellation:** The Owner 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.



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

30 JUN 2015

and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations and (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 office of the Registration Authority and the Original hereof shall remain with the Developer while the Owner 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



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

30 JUN 2015

Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

27. Amendment/ Modification

27.1 Express Documentation: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

28. Notice

28.1 Mode of Service: Notices under this Agreement shall be served by messenger or registered post/ speed post with 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 Owner 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 Owner at the following addresses:

Owner:

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.



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

30 JUN 2015

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.



Additional District Sub-Registrar
Rajahmundry, North 24 Parganas

30 JUN 2015

Sejany Mandal.

SCHEDULE

ALL THAT PIECE AND PARCEL OF LAND measuring 0.80 Acres lying and situated in Mouza- Reckjoani, J.L.no- 13, R.S no- 198, appertaining to C.S. Dag no- 1197, 1198, 1199 and 1244 under C.S Khatian- 1728 corresponding to R.S Dag no- 1263, 1264, 1265 and 1311 under R.S Khatian no- 1707, corresponding to L.R. Dag- 1263, 1264, 1265 and 1311 under L.R. Khatian- 1881, as follows-

Sl. no.	C.S Dag	C.S. Khatian	R.S Dag	R.S. Khatian	L.R Dag	L.R Khatian	Land Area	Classification
1.	1197	1728	1263	1707	1263	1881	0.29	SALI
2.	1198		1264		1264		0.06	DOBA
3.	1199		1265		1265		0.26	BAGAN
4.	1244		1311		1311		0.19	DOBA

Police Station- **Rajarhat**, under Rajarhat Bishnupur- 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- 1267.
- On the South : Land Of R.S. Dag- 1302, 1309 and 1310.
- On the East : Land Of R.S. Dag- 1265 (P), 1266 and 1301.
- On the West : Land Of R.S. Dag- 1312 and 1313.

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



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

30 JUN 2015

32. Execution and Delivery

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

Witnesses:

1. Samarjit Pal
 Anirudh Apartment.
 Vaipukur, Rajarhat.
 Kol-135.

2. Subrata Mandal.
 Reekjoani, Rajarhat
 Kol-135

Sujay Mandal.

SUJAY MANDAL
 (OWNER)

SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED

T.R.
 DIRECTOR

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

Drafted by me —

S. Ghosh

Sarbojit Ghosh
 Advocate
 High Court, Calcutta

Adv.



Additional District Sub-Registrar
Rajernat, New Town, North 24 P.S.

30 JUN 2015

SCHEDULE OF PAYMENT

At or before the execution of the Development Agreement.

Particulars	Name	Amount (in Rupees)
Cheque no- 213061 Dated 30.06.2015 Axis Bank Ltd, Baguiati Branch.	SUJAY MANDAL	Rs. 15,00,000/-
TOTAL		Rs. 15,00,000/-
(TOTAL RUPEES FIFTEEN LAKHS ONLY)		

Witnesses:

1. Somarjit Pal
Anshbad Apartment,
Naipukur, Rajarhat
Kolkata - 135.

2. Subrata Mandal.
Beekjani, Rajarhat.
Kolkata - 135

Sujay Mandal.

SUJAY MANDAL

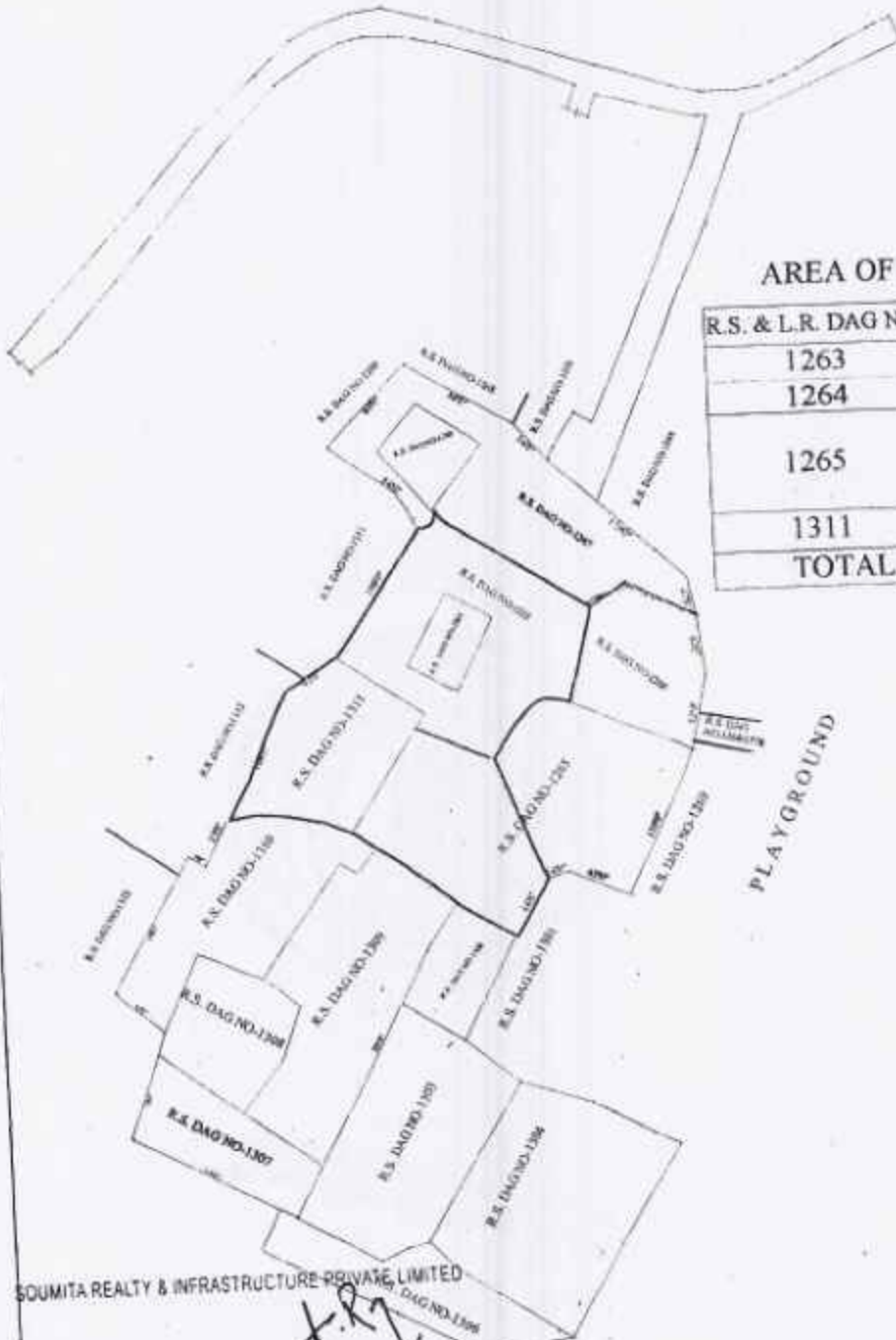


Additional District Sub-Registrar
Rajarhat, New Town, North 24 Pgs.

30 JUN 2015

SITE PLAN OF C.S. DAG NO. 1197,1198,1199 & 1244, UNDER C.S. KHATIAN NO. 1728, CORRESPONDING TO R.S. DAG NO. 1263,1264, 1265 & 1311 UNDER R.S. KHATIAN NO. 1707, CORRESPONDING TO L.R. DAG NO. 1263, 1264, 1265 & 1311 UNDER L.R. KHATIAN. NO. 1881 AT MOUZA - RECKJUANI, J. NO. 13, R.S. NO. 198, TOUZI NO- 2998, 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
1263	0.29 Acres
1264	0.06 Acres
1265	0.26 Acres out of 0.52 Acres
1311	0.19 Acres
TOTAL	0.80 Acres

SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED

[Handwritten Signature]
DIRECTOR

SIGNATURE OF DEVELOPER












[Handwritten Signature]
Bisop Sarkar
SIG. OF SURVEYOR

[Handwritten Signature]
Sujay Mandal
SIGNATURE OF OWNERS














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

30 JUN 2015

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name Amitabh Roy

Signature A Roy

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name Sujay Mandal

Signature Sujay Mandal

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name _____

Signature _____



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

30 JUN 2015

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 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>

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2015, Page from 38623 to 38650

being No 152307315 for the year 2015.



Digitally signed by DEBASISH DHAR
Date: 2015.07.14 16:19:46 +05:30
Reason: Digital Signing of Deed.

Dhar


(Debasish Dhar) 14-07-2015 16:19:45
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)

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, 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, Bolck- DC, City Centre, P.O:- Salt Lake, P.S:- North Bidhannagar, Bidhannagar, 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>	Mr Sujay Mondal, Mr Amitabh Roy	 7/2/2015 5:01:43 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: RAJARHAT BISHNUPUR-I, Mouza: Rekjoyani	RS Plot No:- 1263, RS Khatian No:- 1707	0.29 Acre	3,00,000/-	58,10,991/-	Proposed Use: Basti, ROR: Shajj, Property is on Road

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,59,55,176/-

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
Identified 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) [Representative]

Execution is admitted on 30/06/2015 by

Mr Amitabh Roy, , Soumita Realty & Infrastructure Private Limited , P-35, Motijheel Avenue, P.O: Motijheel, Thana: Dum Dum, , City/Town: DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700074
Identified 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



(Debasish Dhar)

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

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
L2	District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Rekjoyani	RS Plot No:- 1264 , RS Khatian No:- 1707	0.06 Acre	50,000/-	11,27,130/-	Proposed Use: Doba, ROR: Doba, Property is on Road
L3	District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Rekjoyani	RS Plot No:- 1265 , RS Khatian No:- 1707	0.26 Acre	8,00,000/-	52,09,854/-	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:- 1311 , RS Khatian No:- 1707	0.19 Acre	3,50,000/-	38,07,201/-	Proposed Use: Bagan, ROR: Doba, 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(%)
L1	Mr Sujay Mondal	Soumita Realty & Infrastructure Private Limited	29	100
L2	Mr Sujay Mondal	Soumita Realty & Infrastructure Private Limited	6	100
L3	Mr Sujay Mondal	Soumita Realty & Infrastructure Private Limited	26	100
L4	Mr Sujay Mondal	Soumita Realty & Infrastructure Private Limited	19	100

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Sarbojit Ghosh
Address	High Court,,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 - 152307315 / 2015

Query No/Year	15230000392353/2015	Serial no/Year	1523007638 / 2015
Deed No/Year	I - 152307315 / 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

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 16,510/- (B = Rs 16,489/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by Draft Rs 16,510/-

Description of Draft

1. Rs 16,510/- is paid, by the Draft(8554) No: 683121000405, 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 13473, Purchased on 29/06/2015, Vendor named S D.

Description of Draft

1. Rs 40,021/- is paid, by the Draft(8554) No: 683119000405, 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 30/06/2015

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

Presented for registration at 10:57 hrs on : 30/06/2015, at the Private residence by Mr Amitabh Roy ..

Certificate of Market Value(WB PUVI rules of 2001)