

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this _____ day of _____,
in the year (2024).

BY AND BETWEEN

1. **SUJAY MANDAL (PAN ANXPM5096)**, son of late Manik Lal Mandal, by faith- *Hindu*, by occupation – Business, by Nationality– *Indian*, residing at Vill-Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North.
2. **SOUMENDRA NATH MONDAL (PAN AEJPM5444H)**, son of late Bibhuti Bhushan Mondal, by faith- *Hindu*, by occupation – Business, by Nationality– *Indian*, residing at Vill-Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North.
3. **PRABIR KUMAR MONDAL (PAN AEJPM5443A)**, son of late Bibhuti Bhushan Mondal, by faith- *Hindu*, by occupation – Business, by Nationality– *Indian*, residing at Vill-Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North.
4. **MANAT KUMAR MANDAL (PAN BEWPM4356J)**, son of late Bibhuti Bhushan Mondal, by faith- *Hindu*, by occupation – Business, by Nationality– *Indian*, residing at Vill-Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North.
5. **BANDANA MONDAL (PAN AMBPM7457N)**, wife of Sri Basudeb Mandal, by faith- *Hindu*, by occupation– Housewife, by Nationality– *Indian*, residing at Purba Dhanyakuriya, Vill– Dhanyakuriya Shaw Para, Police Station- Basirhat, Post Office - Arbelia, Kolkata – 743437, District - 24 Parganas North.
6. **CHANDANA DAS (PAN BEYPD5799C)**, wife of Sri Sourendra Kumar Das, by faith- *Hindu*, by occupation – Housewife, by Nationality– *Indian*, residing at Vill-Rajarhat, Kajjal Para Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North.
7. **KAPAL KUNDALA MONDAL (PAN _____)**, wife of late Bibhuti Bhushan Mondal, by faith- *Hindu*, by occupation – Business, by Nationality– *Indian*, residing at Vill-Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North.

8. **BHARATI MANDAL (PAN BIKPM6529B)**, wife of late Manik Lal Mandal, by faith- *Hindu*, by occupation – Housewife, by Nationality– *Indian*, residing at Vill-Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North.
9. **SUTAPA MONDAL (PAN BEMPM5071E)**, wife of Sri Arup Kumar Mondal, by faith- *Hindu*, by occupation – Housewife, by Nationality– *Indian*, residing at 67 Motilala Nehru Road, 1st Floor, Police Station- Lake, Post Office – Sarat Bose Road, Kolkata – 700029, District - 24 Parganas North.
10. **SUMITA MONDAL (PAN COUPM0376P)**, wife of Sri Pradip Mondal, by faith- *Hindu*, by occupation – Housewife, by Nationality– *Indian*, residing at Purba Jadurhati, Pashim Para Jadurhati, Dakshin Baduria, Police Station- Baduria, Post Office - Badurhati, Kolkata – 743293, District - 24 Parganas North.
11. **SAMARESH MONDAL (PAN AXYPM5020H)**, son of late Gopinath Mondal, by faith- *Hindu*, by occupation – service, by Nationality– *Indian*, residing at Vill-Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North.
12. **KUMARESH MONDAL (PAN CPYPM9575H)**, son of late Gopinath Mondal, by faith- *Hindu*, by occupation – service, by Nationality– *Indian*, residing at Vill-Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North.
13. **SHIBANI MONDAL (PAN BEZPM2417K)**, wife of Sri Paritosh Kumar Mondal, by faith- *Hindu*, by occupation – Housewife, by Nationality– *Indian*, residing at 52 Sikdar Bagan Street, Shyampukur, Police Station- Shyampukur, Post Office - Shyambazar, Kolkata – 700004.
14. **SARBANI MONDAL (PAN BWVPM2431D)**, wife of Asru Kumar Mondal, by faith- *Hindu*, by occupation – Housewife, by Nationality– *Indian*, residing at Mondal Para, Dewalay, Deganga, Police Station- Deganga, Post Office - Chakla, Kolkata – 743424, District - 24 Parganas North.

15. **NAMITA MONDAL (PAN _____)**, wife of late Gopinath Mondal, by faith- *Hindu*, by occupation – Housewife, by Nationality– *Indian*, residing at Vill- Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North.
16. **ATANU MONDAL (PAN AVCPM3249G)**, son of Biswanath Mondal, by faith- *Hindu*, by occupation – Business, by Nationality– *Indian*, residing at Vill- Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North.
17. **SOMNATH MONDAL (PAN AVCPM3250H)**, son of Biswanath Mondal, by faith- *Hindu*, by occupation – Business, by Nationality– *Indian*, residing at Vill- Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North.
18. **ARPAN MONDAL (PAN AYZPM4092R)**, son of Ajit Mondal, by faith- *Hindu*, by occupation – Service, by Nationality– *Indian*, residing at Vill- Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North.
19. **JAYITA SAWOO (PAN ENXPS9028E)**, wife of Ranjan Kumar Sahoo, by faith- *Hindu*, by occupation – Housewife, by Nationality– *Indian*, residing at Vill- Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North.
20. **M/S SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED (PAN AAVCS8044E), (CIN U45400WB2015PTC206452)** a company incorporated under the Companies Act, 1956, having its registered office at P 35, Motijheel Avenue, Police Station- Dum Dum, Post Office - Motijheel, Kolkata-700074.
21. **M/S ASL MARKETING PRIVATE LIMITED (PAN AACCA6160G), (CIN U85100WB1977PTC031274)** a company incorporated under Companies Act, 2013 having its registered office at 21 Princep Street, 2nd Floor, Esplanade Chowringhee, North Kolkata, Kolkata, Kolkata, West Bengal, India, 700072.

22. **M/S SOUMITA PROJECTS PRIVATE LIMITED (PAN AAKCS8265Q) (CIN U45400WB2007PTC115784)** a company incorporated under companies act 1956 having its registered office At P-35 Motijheel Avenue, Dumdum, Kolkata- 700074.

All are duly represented by their constituted attorney, **M/S SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED (PAN AAVCS8044E), (CIN U45400WB2015PTC206452)** a company incorporated under the Companies Act, 1956, having its registered office at P 35, Motijheel Avenue, Police Station- Dum Dum, Post Office - Motijheel, Kolkata-700074 and duly represented by its Authorised Signatory **MR. AMITABH ROY (PAN ACGPR3774E)**, vide Development Power of Attorneys (i) dated 07.07.2015 recorded in Book- I, Volume number- 1523-2015, Pages from 43250 to 43272, being No. 07495 for the Year 2015 in the office of the Additional District Sub Registrar, Rajarhat, between Owner No. 1 herein and M/S SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED, (ii) dated 07.07.2015 recorded in Book- I, Volume number- 1523-2015, Pages from 43223 to 43249, being No. 07493 for the Year 2015 in the office of the Additional District Sub Registrar, Rajarhat, between Owner No. 2 to 4 herein and M/S SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED, (iii) dated 07.07.2015 recorded in Book- I, Volume number-1523-2015, Pages from 51077 to 51125, being No. 07494 for the Year 2015 in the office of the Additional District Sub Registrar, Rajarhat, between Owner No. 1 to 15 herein and M/S SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED, (iv) dated 05.05.2016 recorded in Book- I, Volume number-1523-2016, Pages from 151989 to 152022, being No. 04824 for the Year 2016 in the office of the Additional District Sub Registrar, Rajarhat, between Owner No. 16 to 19 herein and M/S SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED, (v) dated 23.03.2017 recorded in Book- I, Volume number-1523-2017, Pages from 68996 to 69023, being No. 02342 for the Year 2017 in the office of the Additional District Sub Registrar, Rajarhat, between Owner No. 20 herein and M/S SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED, (vi) dated 10.08.2023 recorded in Book- I, Volume number-1523-2023, Pages from 397000 to 397038, being No. 11944 for the Year 2023 in the office of the Additional District Sub Registrar, Rajarhat, between

Owner No. 21 herein and M/S SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED

Hereinafter referred to as the “**OWNERS/VENDORS**” of the FIRST PART.

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal heirs, successor-in-interest, executors, administrators, successor-in-office and assignees);

AND

M/S SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED (PAN AAVCS8044E), (CIN U45400WB2015PTC206452) a company incorporated under the Companies Act, 1956, having its registered office at P 35, Motijheel Avenue, Police Station- Dum Dum, Post Office - Motijheel, Kolkata-700074 and duly represented by its Authorised Signatory **MR. AMITABH ROY (PAN ACGPR3774E)** hereinafter referred to as the “**PROMOTER/DEVELOPER**” of the SECOND PART.

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-office, successor-in-interest, executors, administrators and assignees);

AND

MR. (PAN) (AADHAAR) S/o
, by faith, by occupation, residing at
, PIN 700....., Post Office, Police Station
, District _____, West Bengal.

MRS.(PAN) (AADHAAR) D/o
, by faith, by occupation, residing at
, PIN 700....., Post Office, Police Station
, District _____, West Bengal.

hereinafter called the “**PURCHASERS**” of the THIRD PART.

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his legal heirs, executors, administrators and permitted assignees).

The Owners, Promoter and Purchasers shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

RECITAL

(1) SUJAY MANDAL (PAN ANXPM5096), son of late Manik Lal Mandal, by faith- *Hindu*, by occupation – Business, by Nationality– *Indian*, residing at Vill-Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North, (2) SOUMENDRA NATH MONDAL (PAN AEJPM5444H), son of late Bibhuti Bhushan Mondal, by faith- *Hindu*, by occupation – Business, by Nationality– *Indian*, residing at Vill-Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North, (3) PRABIR KUMAR MONDAL (PAN AEJPM5443A), son of late Bibhuti Bhushan Mondal, by faith- *Hindu*, by occupation – Business, by Nationality– *Indian*, residing at Vill-Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North, (4) MANAT KUMAR MANDAL (PAN BEWPM4356J), son of late Bibhuti Bhushan Mondal, by faith- *Hindu*, by occupation – Business, by Nationality– *Indian*, residing at Vill-Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North, (5) BANDANA MONDAL (PAN AMBPM7457N), wife of Sri Basudeb Mandal, by faith- *Hindu*, by occupation– Housewife, by Nationality– *Indian*, residing at Purba Dhanyakuriya, Vill– Dhanyakuriya Shaw Para, Police Station- Basirhat, Post Office - Arbelia, Kolkata – 743437, District - 24 Parganas North. (6) CHANDANA DAS (PAN BEYPD5799C), wife of Sri Sourendra Kumar Das, by faith- *Hindu*, by occupation – Housewife, by Nationality– *Indian*, residing at Vill-Rajarhat, Kajial Para Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North, (7) KAPAL KUNDALA MONDAL (PAN _____), wife of late Bibhuti Bhushan Mondal, by faith- *Hindu*, by occupation – Business, by Nationality– *Indian*, residing

at Vill- Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North, (8) BHARATI MANDAL (PAN BIKPM6529B), wife of late Manik Lal Mandal, by faith- *Hindu*, by occupation – Housewife, by Nationality– *Indian*, residing at Vill-Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North, (9) SUTAPA MONDAL (PAN BEMPM5071E), wife of Sri Arup Kumar Mondal, by faith- *Hindu*, by occupation – Housewife, by Nationality– *Indian*, residing at 67 Motilala Nehru Road, 1st Floor, Police Station- Lake, Post Office – Sarat Bose Road, Kolkata – 700029, District - 24 Parganas North, (10) SUMITA MONDAL (PAN COUPM0376P), wife of Sri Pradip Mondal, by faith- *Hindu*, by occupation – Housewife, by Nationality– *Indian*, residing at Purba Jadurhati, Pashim Para Jadurhati, Dakshin Baduria, Police Station- Baduria, Post Office - Badurhati, Kolkata – 743293, District - 24 Parganas North, (11) SAMARESH MONDAL (PAN AXYPM5020H), son of late Gopinath Mondal, by faith- *Hindu*, by occupation – service, by Nationality– *Indian*, residing at Vill-Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North, (12) KUMARESH MONDAL (PAN CPYPM9575H), son of late Gopinath Mondal, by faith- *Hindu*, by occupation – service, by Nationality– *Indian*, residing at Vill-Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North, (13) SHIBANI MONDAL (PAN BEZPM2417K), wife of Sri Paritosh Kumar Mondal, by faith- *Hindu*, by occupation – Housewife, by Nationality– *Indian*, residing at 52 Sikdar Bagan Street, Shyampukur, Police Station- Shyampukur, Post Office - Shyambazar, Kolkata – 700004, (14) SARBANI MONDAL (PAN BWVPM2431D), wife of Asru Kumar Mondal, by faith- *Hindu*, by occupation – Housewife, by Nationality– *Indian*, residing at Mondal Para, Dewalay, Deganga, Police Station- Deganga, Post Office - Chakla, Kolkata – 743424, District - 24 Parganas North, (15) NAMITA MONDAL (PAN _____), wife of late Gopinath Mondal, by faith- *Hindu*, by occupation – Housewife, by Nationality– *Indian*, residing at Vill- Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North, (16) ATANU MONDAL (PAN AVCPM3249G), son of Biswanath Mondal, by faith- *Hindu*, by occupation – Business, by Nationality– *Indian*, residing at Vill- Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North, (17) SOMNATH MONDAL

(PAN AVCPM3250H), son of Biswanath Mondal, by faith- *Hindu*, by occupation – Business, by Nationality– *Indian*, residing at Vill- Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North, (18) ARPAN MONDAL (PAN AYZPM4092R), son of Ajit Mondal, by faith- *Hindu*, by occupation – Service, by Nationality– *Indian*, residing at Vill- Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North, (19) JAYITA SAWOO (PAN ENXPS9028E), wife of Ranjan Kumar Sahoo, by faith- *Hindu*, by occupation – Housewife, by Nationality– *Indian*, residing at Vill- Reckjoani, Police Station- Rajarhat, Post Office - Rajarhat, Kolkata – 700135, District - 24 Parganas North, (20) M/S SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED (PAN AAVCS8044E), (CIN U45400WB2015PTC206452) a company incorporated under the Companies Act, 1956, having its registered office at P 35, Motijheel Avenue, Police Station- Dum Dum, Post Office - Motijheel, Kolkata-700074, (21) M/S ASL MARKETING PRIVATE LIMITED (PAN AACCA6160G), (CIN U85100WB1977PTC031274) a company incorporated under Companies Act, 2013 having its registered office at 21 Princep Street, 2nd Floor, Esplanade Chowringhee, North Kolkata, Kolkata, Kolkata, West Bengal, India, 700072, (22) M/S SOUMITA PROJECTS PVT. LTD. PAN AAKCS8265Q CIN U45400WB2007PTC115784 a company incorporated under companies act 1956 having its registered office At P-35 Motijheel Avenue Dumdum, Kolkata- 700074. are herein after called the “**OWNERS**” are the absolute and lawful owners of the Land measuring 74,000 Sqm equivalent to 1,33,200 square feet equivalent to 5.78 Acres equivalent to 9.25 Bigha equivalent to 185 Katha equivalent to 5596.25 Chittacks more or less lying and situated at R.S. and L.R. Dag Nos. 1262, 1263, 1264, 1265, 1266, 1267, 1303, 1302, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311 under R.S. Khatian Nos. 788, 1693, 1707, 1712, 1713, 1220 Corresponding to L.R. Khatian Nos. 1878, 1879, 1880, 1881, 2650, 2651, 2652, 2653, 1654, 1655, 7203, 7269, 7270, 7299, 2657, 2659, 2660, 2661, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2770, 2771, 2772, 2773 under Mouza – Reckjoani, J.L. No. 13, P.O and P.S – Rajarhat, Kolkata – 700135, District – North 24 Parganas within the local limit of Rajarhat – Bishnupur Gram Panchayat. (“**Said Land**”).

TITLE**(Flow of title for the FIRST PARTY of the FIRST PART)**

WHEREAS, FIRST PARTY of the **FIRST PART, SUJAY MONDAL**, s/o Late Manik Lal Mondal is the sole, absolute and recorded owner of **ALL THAT PIECE AND PARCEL** of 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 no.- 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) **togetherwith** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Owner.

AND WHEREAS, 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 no.- 1197 corresponding to R.S. Dag no.- 1263, 0.06 Acres comprised in C.S Dag no.- 1198 corresponding to R.S. Dag no.- 1264, 0.26 Acres comprised in C.S. Dag no.- 1199 corresponding to R.S. Dag no.- 1265, 0.19 Acres comprised in C.S. Dag no.- 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 Rayat.

AND WHEREAS, SUJAY MONDAL son of Late Manik Lal Mondal purchased the abovementioned land from erstwhile owner Rabindra Nath Pal son of Kali Pada Pal on 29/11/1978 by way of executing a 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- 06880 for the Year 1978 and became the absolute owner of land measuring 0.80 Acres in Mouza- Reckjoani, J.L. No- 13, Police Station- Rajarhat, within the jurisdiction of Rajarhat-Bishnupur- 1 Gram Panchayet, District North 24 Parganas. Details of such transacted property mentioned in the chart below.

Deed/Year	Registrar Office	Mouza/ J.L No	C.S. Dag no.	R.S./L.R. Dag no.	Land Area (in Acres)
Book- I, Volume- 164, Pages- 32 to 36, Being no- 6880 of 1978	ADSR - Cossipore Dumdum	Reckjoani, J.L No. 13	1197	1263	0.29
			1198	1264	0.06
			1199	1265	0.26
			1244	1311	0.19
			TOTAL LAND		

Thus, by virtue of the abovementioned sale deed, **SUJAY MONDAL** son of Late Manik Lal Mondal became the absolute owner of the land measuring 0.80 Acres or equivalent to 80 Decimal be the same a little more or less comprised in R.S./L.R. Dag no. 1263, 1264, 1265 and 1311 and duly recorded his name in the L.R. Records of Right under L.R. Khatian No. 1881 at Mouza Reckjoani, J.L No. 13, P.O. - Rajarhat, P.S. - Rajarhat, under Rajarhat Bishnupur- 1 Gram Panchayet, within the limit of District- 24 Parganas (North).

AND WHEREAS, the said **SUJAY MONDAL**, s/o Late Manik Lal Mondal, the **FIRST PARTY of the FIRST PART** entered into a Development Agreement with **M/S Soumita Realty and Infrastructure Private Limited**, the Developer herein for undertaking the development of the abovementioned property and making construction of the building/ buildings thereon and also to look after, manage, control and deal on behalf of the party of the FIRST PART all matters connected with the development of the said property and construction and completion of the building(s) thereon and sale/disposal of the constructed units/ spaces thereon. The said **M/S Soumita Realty and Infrastructure Private Limited**, the Developer herein had also accepted such appointment on the terms and conditions more fully mentioned in the development agreement dated 30.06.2015 duly registered in the office of A.D.S.R – Rajarhat, New Town and duly recorded in Book – I, Volume 1523-2015 Pages from 38623 to 38650 being no. 152307315 for the year 2015.

The abovenamed party of the FIRST PART have also authorized, appointed, constituted and empowered made in favour of M/S Soumita Realty and Infrastructure Private Limited, the Developer herein by way of executing a Development Power of Attorney dated 08.07.2015 duly registered in the office of A.D.S.R – Rajarhat, New Town and duly recorded in Book – I, Volume 1523-2015, Pages from 43250 to 43272, being no. 152307495 for the year 2015.

(Flow of title for SECOND, THIRD and FOURTH PARTY of the First Part)

(Soumendra Nath Mondal, Prabir Kumar Mondal and Manat Mondal)

WHEREAS, SECOND, THIRD and FOURTH PARTY of the **FIRST PART, SOUMENDRA NATH MONDAL, PRABIR MONDAL and MANAT KUMAR MONDAL**, all S/o Late Bibhuti Busan Mondal are jointly recorded co-owners of **ALL THAT PIECE AND PARCEL** of land admeasuring 0.89 Acres lying and situated at Mouza- Reckjoani, J.L.no- 13, R.S. no- 198, appertaining to C.S. Dag no.- 1196, 1199, 1200 and 1201, under C.S Khatian- 1728 corresponding to R.S. Dag no.- 1262, 1265, 1266 and 1267 under R.S. Khatian no- 1707, corresponding to L.R. Dag no.- 1262, 1265, 1266 and 1267 under L.R. Khatian- 1878, 1879 and 1880, 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,

AND WHEREAS, 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 0.89 Acres i.e. 0.09 Acres comprised in C.S. Dag no.- 1196 corresponding to R.S. Dag no.- 1262, 0.26 Acres comprised in C.S. Dag no.- 1199 corresponding to R.S. Dag no.- 1265, 0.20 Acres comprised in C.S. Dag no.- 1200 corresponding to R.S. Dag no.- 1266, 0.34 Acres comprised in C.S. Dag no.- 1201, corresponding to R.S. Dag no.- 1267 under R.S. Khatian- 1707 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 Rayat.

AND WHEREAS, SOUMENDRA NATH MONDAL, PRABIR MONDAL and MANAT KUMAR MONDAL, all sons of Bibhuti Bhushan Mondal purchased the abovementioned land from the erstwhile owner RABINDRA NATH PAL son of Kali Pada Pal on 29/11/1978 by way of executing a Deed of Conveyance duly registered in the office of A.D.S.R. – Cossipore, Dum Dum and recorded in Book- I, Volume- 164, Pages- 27 to 31, Being no- 6879 for the Year 1978 and became the absolute joint owners of land measuring 0.89 Acres at Mouza- Reckjoani, J.L. No- 13, Police Station- Rajarhat, within the jurisdiction of Rajarhat-Bishnupur- 1 Gram Panchayet, District North 24 Parganas. Details of such transaction mentioned in the chart below.

Deed/Year	Registrar Office	Mouza/ J.L No/	C.S Dag no.	R.S./L.R. Dag no.	Land Area (in Acres)
Book- I, Volume- 164, Pages- 27 to 31, Being no- 6879 of 1978	ADSR - Cossipore Dumdum	Reckjoani, J.L.No.13, P.S - Rajarhat	1196	1262	0.09
			1199	1265	0.26
			1200	1266	0.20
			1201	1267	0.34
			TOTAL LAND		0.89

Thus, by virtue of the abovementioned Deed of Conveyance, **SOUMENDRA NATH MONDAL, PRABIR MONDAL and MANAT KUMAR MONDAL**, all sons of Bibhuti Bhushan Mondal became the joint owners of the land measuring 0.89 Acres or equivalent to 89 Decimal be the same a little more or less comprised in R.S./L.R. Dag no. 1262, 1265, 1266 and 1267 and duly recorded their name in the L.R. Records of Right under L.R. Khatian No. 1878, 1879 and 1880 respectively at Mouza Reckjoani, J.L No. 13, P.O. – Rajarhat, P.S - Rajarhat, under Rajarhat Bishnupur- 1 Gram Panchayet, within the limit of District- 24 Parganas (North).

AND WHEREAS, the said **SOUMENDRA NATH MONDAL, PRABIR MONDAL and MANAT KUMAR MONDAL**, all sons of Bibhuti Bhushan Mondal, the **SECOND, THIRD AND FOURTH** jointly entered into a Development Agreement with M/S Soumita Realty and Infrastructure Private Limited, the Developer herein for undertaking the development of the abovementioned property and making construction of the building/ buildings thereon and also to look after, manage, control and deal on behalf of the **SECOND, THIRD AND FOURTH PARTY** all matters connected with the development of the said property and construction and completion of the building(s) thereon and sale/disposal of the constructed units/ spaces thereon. The said M/S Soumita Realty and Infrastructure Private Limited, the Developer herein had also accepted such appointment on the terms and conditions more fully mentioned in the development agreement dated 30.06.2015 duly registered in the office of A.D.S.R. – Rajarhat, New Town and duly recorded in Book – I, Volume 1523-2015 Pages from 38594 to 38622 being no. 152307314 for the year 2015.

The abovenamed **SECOND, THIRD AND FOURTH PARTY** have also authorized, appointed, constituted and empowered made in favour of M/S Soumita Realty and Infrastructure Private Limited, the Developer herein by way of executing a Development Power of Attorney dated 08.07.2015 duly registered in the office of A.D.S.R – Rajarhat, New Town and duly recorded in Book – I, Volume 1523-2015, Pages from 43223 to 43249, being no. 152307493 for the year 2015.

(Flow of title for FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH, NINTH, TENTH, ELEVENTH, TWELFTH, THIRTEENTH, FOURTEENTH, FIFTEENTH PARTY of the FIRST PART)

(Sujay Mondal, Soumendra Nath Mondal, Prabir Mondal, Manat Kumar Mondal, Kapal Kundala Mondal, Bandana Mondal, Chandana Das, Bharati Mondal, Sutapa Mondal, Sumita Mondal, Namita Mondal, Samaresh Mondal, Kumaresh Mondal, Shibani Mondal and Sarbani Mondal)

WHEREAS, party **FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH, NINTH, TENTH, ELEVENTH, TWELFTH, THIRTEENTH, FOURTEENTH, FIFTEENTH PARTY of the FIRST PART**, i.e.; (i) Shri Sujoy Mondal, s/o Late Manik Lal Mondal, (ii) Shri Soumendra Nath Mondal, (iii) Prabir Mondal and (iv) Manat Kumar Mondal, all S/o Late Bibhuti Busan Mondal, (v) Smt. Kapal Kundala Mondal, w/o Late Bibhuti Bhushan Mondal, (vi) Smt. Bandana Mondal, d/o Late Bibhuti Bhushan Mondal, (vii) Smt. Chandana Das, d/o Late Bibhuti Bhushan Mondal (viii) Smt. Bharati Mondal, w/o Late Manik Lal Mondal (ix) Smt. Sutapa Mondal, d/o Late Manik Lal Mondal (x) Smt. Sumita Mondal, d/o Late Manik Lal Mondal (xi) Smt. Namita Mondal, w/o Late Gopinath Mondal (xii) Shri Samaresh Mondal, s/o Late Gopinath Mondal (xiii) Shri Kumaresh Mondal, s/o Late Gopinath Mondal (xiv) Smt. Shibani Mondal, d/o Late Gopinath Mondal and (xv) Smt. Sarbani Mondal, d/o Late Gopinath Mondal are jointly recorded owners of **ALL THAT PIECE AND PARCEL** of land admeasuring **1.01 Acres** lying and situated at Mouza- **Reckjoani**, J.L.no- **13**, R.S. no- **198**, appertaining to C.S. Dag no.- **1235, 1237** and C.S Dag no.- **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 no.- **1307, 1308, 1309 and 1310** under R.S. Khatian no- **788**, corresponding to L.R. Dag no. - **1302 and 1304** and also L.R. Dag no. - **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

AND WHEREAS, 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** and **0.11 Acres** comprised in R.S. Dag no.- **1304**, under **R.S. Khatian- 1693** at 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 Rayat.

AND WHEREAS, PRIYO NATH MONDAL, son of Gadadhar Mondal died intestate in the year 1970 leaving behind his 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 comprised in R.S./L.R. Dag no. 1302 and 1304 at Mouza – Reckjoani, J.L no. - 13.

AND WHEREAS, BIJON BALA MONDAL, wife of Late Priyo Nath Mondal died intestate in the year 1977 leaving behind her 03(three) sons namely **(1) BHIBHUTI BHUSAN MONDAL, (2) MANIK LAL MONDAL and (3) GOPINATH MONDAL** as her legal heirs and successors in respect of her share of 0.12 Acres of land. After demise of Bijon Bala Mondal, w/o Late Priyo Nath Mondal, her 03 (three) sons became the joint owner of **0.12 Acres** of land comprised in R.S./L.R. Dag no. 1302 and 1304 at Mouza – Reckjoani, J.L - 13

AND WHEREAS, during the Revisional Settlement of Records of Rights in the year 1956, one **BRAJA RANI DASI** alias **BRAJA BALA DASI** 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** at Mouza- Reckjoani, J.L. No- 13, Police Station- Rajarhat, within the local limits of Rajarhat-Bishnupur- 1 Gram Panchayet, District North 24 Parganas and her name was finally published in the R.S. Parcha as Rayat.

AND WHEREAS, BIBHUTI BHUSHAN MONDAL MANIK LAL MONDAL and GOPINATH MONDAL, all sons of Late Priyo Nath Mondal purchased the abovementioned landed property from erstwhile owner **BRAJA RANI DASI** alias **BRAJA BALA DASI**, wife of Late Kunja Bihari Mondal on 15/02/1962 by way of executing a 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 and became the joint owners of land measuring **0.89 Acres** i.e. **0.13 Acres** comprised in C.S Dag no.- 1240 corresponding to R.S. Dag no.- 1307, **0.18 Acres** comprised in C.S Dag no.- 1241, corresponding to R.S. Dag no.- 1308, **0.34 Acres** comprised in C.S Dag no.-

1242, corresponding to R.S. Dag no.- 1309, **0.24** Acres comprised in C.S Dag no.- 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. Details of such transaction mentioned in the chart below.

Deed/Year	Registrar Office	Mouza/ J.L No/	C.S Dag no.	R.S./L.R. Dag no.	Land Area (in Acres)
Book- I, Volume- 16, Pages- 264 to 265, Being no- 1139 of 1962	ADSR - Cossipore Dumdum	Reckjoani, J.L.No.13, P.S - Rajarhat	1240	1307	0.13
			1241	1308	0.18
			1242	1309	0.34
			1243	1310	0.24
			TOTAL LAND		

AND WHEREAS, during the L.R. Settlement Records of Rights, the said **BIBHUTI BHUSHAN MONDAL MANIK LAL MONDAL** and **GOPINATH MONDAL**, all sons of Late Priyo Nath Mondal duly recorded their name in the L.R. Record under L.R. Khatian- 2650, 2651 and 2652 respectively in respect of their proportionate share of 1/3rd equally and undivided landed property each measuring more or less 0.2966 Acres or 29.66 decimals i.e. 0.04 Acres (share of 0.3334) of land comprised in C.S Dag no.- 1240, corresponding to R.S./L.R. Dag no.- 1307, 0.06 Acres (share of 0.3333) of land comprised in C.S Dag no.- 1241, corresponding to R.S./L.R. Dag no. - 1308, 0.11 Acres (share of 0.3333) of land comprised in C.S Dag no.- 1242, corresponding to R.S./L.R. Dag no. - 1309, 0.08 Acres (share of 0.3333) of land comprised in C.S Dag no.- 1243, corresponding to R.S./L.R. Dag no.- 1310 along with 0.00 Acres (share of 0.0834) of land comprised in C.S. Dag no.- 1235 corresponding to R.S./L.R. Dag no. - 1302 and 0.04 Acres (share of 0.0834) of land comprised in C.S. Dag no.- 1237, corresponding to R.S./L.R. Dag no. - 1304 in Mouza- Reckjoani, J.L. No- 13, Police Station- Rajarhat, within the jurisdiction of Rajarhat-Bishnupur- 1 Gram Panchayet, District North 24 Parganas.

AND WHEREAS, BIBHUTI BHUSHAN MONDAL died intestate on 24/10/1990 leaving behind his wife namely **KAPAL KUNDALA MONDAL**, 03(three) sons namely (1) **SOUMENDRA NATH MONDAL**, (2) **PRABIR MONDAL**, (3) **MANAT KUMAR MONDAL**, and 02 (two) daughters 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.

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

AND WHEREAS, GOPINATH MONDAL died intestate on 03/01/2013 leaving behind his wife namely **NAMITA MONDAL**, 02 (two) sons namely (1) **SAMARESH MONDAL** and (2) **KUMARESH MONDAL**, and 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.

AND WHEREAS, the said Kapal Kundala Mondal, Soumendra Nath Mondal, Prabir Mondal, Manat Kumar Mondal, Bandana Mondal and Chandana Das, all the legal heirs of Late Bibhuti Bhushan Mondal by way of inheritance became the owners of 0.33 Acres of land in R.S. Dag no.- 1302, 1304, 1307, 1308, 1309, 1310 corresponding to L.R. Dag no.- 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 at Mouza – Reckjoani, under L.R. Khatian- 1878, 1879, 1880, 2653, 2654 and 2655.

AND WHEREAS, the said Bharati Mondal, Sujoy Mondal, Sutapa Mondal and Sumita Mondal, all the legal heirs of Late Manik Lal Mondal by way of inheritance became the owners of 0.33 Acres of land in R.S. Dag no.- 1302, 1304, 1307, 1308, 1309, 1310 corresponding to L.R. Dag no.- 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 at Mouza – Reckjoani, under L.R. Khatian No. 1878, 1879, 1880, 2653, 2654 and 2655.

AND WHEREAS, the said Namita Mondal, Samaresh Mondal, Kumaresh Mondal, Shibani Mondal and Sarbani Mondal, all the legal heirs of Late Gopinath Mondal by way of inheritance became the owners of 0.33 Acres of land in R.S. Dag no.- 1302, 1304, 1307, 1308, 1309, 1310 corresponding to L.R. Dag no.- 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 at Mouza – Reckjoani, under L.R. Khatian No. 1878, 1879, 1880, 2653, 2654 and 2655.

AND WHEREAS, the said (i) Shri Sujoy Mondal, s/o Late Manik Lal Mondal, (ii) Shri Soumendra Nath Mondal, (iii) Prabir Mondal and (iv) Manat Kumar Mondal, all S/o Late Bibhuti Busan Mondal, (v) Smt. Kapal Kundala Mondal, w/o Late Bibhuti Bhushan Mondal, (vi) Smt. Bandana Mondal, d/o Late Bibhuti Bhushan Mondal, (vii) Smt. Chandana Das, d/o Late Bibhuti Bhushan Mondal (viii) Smt. Bharati Mondal, w/o Late Manik Lal Mondal (ix) Smt. Sutapa Mondal, d/o Late Manik Lal Mondal (x) Smt. Sumita Mondal, d/o Late Manik Lal Mondal (xi) Smt. Namita Mondal, w/o Late Gopinath Mondal (xii) Shri Samaresh Mondal, s/o Late Gopinath Mondal (xiii) Kumaresh Mondal, s/o Late Gopinath Mondal (xiv) Smt. Shibani Mondal, d/o Late Gopinath Mondal and (xv) Smt. Sarbani Mondal, d/o Late Gopinath Mondal, the **FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH, NINTH, TENTH, ELEVENTH, TWELFTH, THIRTEENTH, FOURTEENTH, FIFTEENTH PARTY of the FIRST PART**, jointly entered into a Development agreement with M/S Soumita Realty and Infrastructure Private Limited , the Developer herein for undertaking the development of the abovementioned property and making construction of the building/ buildings thereon and also to look after, manage, control and deal on behalf of the **FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH, NINTH, TENTH, ELEVENTH, TWELFTH, THIRTEENTH, FOURTEENTH, FIFTEENTH PARTY of the FIRST PART** all matters connected with the development of the said property and construction and completion of the building(s) thereon and sale/disposal of the constructed units/ spaces thereon. The said M/S Soumita Realty and Infrastructure Private Limited, the Developer herein had also accepted such appointment on the terms and conditions more fully mentioned in the development agreement dated 30.06.2015 duly registered in the office

of A.D.S.R. – Rajarhat, New Town and duly recorded as being no. 152307343 for the year 2015.

The abovenamed FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH, NINTH, TENTH, ELEVENTH, TWELFTH, THIRTEENTH, FOURTEENTH and FIFTEENTH PARTY OF THE FIRST PART have also authorized, appointed, constituted and empowered made in favour of M/S Soumita Realty and Infrastructure Private Limited , the Developer herein by way of executing a Development Power of Attorney dated 08.07.2015 duly registered in the office of A.D.S.R – Rajarhat, New Town and duly recorded in Book – I, Volume 1523-2015, Pages from 51077 to 51125, being no. 152307494 for the year 2015.

(Chain of title for the SIXTEENTH, SEVENTEENTH, EIGHTEENTH and NINETEENTH PARTY of the FIRST PART)

(Atanu Mondal, Somnath Mondal, Arpan Mondal and Jayita Sawoo)

WHEREAS, SIXTEENTH, SEVENTEENTH, EIGHTEENTH and NINETEENTH of the FIRST PART, SRI ATANU MONDAL and SRI SOMNATH MONDAL, both s/o Biswanath Mondal and **SRI ARPAN MONDAL** s/o Ajit Mondal and **SMT. JAYITA SAWOO**, d/o Ajit Mondal are the joint and recorded owner of **ALL THAT PIECE AND PARCEL** of land admeasuring 0.3050 Acres or 18 Cottahs 7 Chittacks and 7 Sq.ft. more or less lying and situated in Mouza- Reckjoani, J.L.no- 13, R.S. no- 198, appertaining to R.S. Dag no.- 1302 and 1303 under R.S. Khatian no- 1693, 1712 & 1713, corresponding to L.R. Dag no.- 1302 and 1303 under L.R. Khatian no. - 7203, 7269, 7270 & 7299 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

AND WHEREAS, during the L.R. Settlement of Records of Rights one Biswanath Mondal, son of Late Sudhanya Mondal was the recorded owner of **ALL THAT PIECE AND PARCEL** of land measuring more or less 0.1525 Acres i.e. 0.0225 Acres comprised in L.R.

Dag no.- 1302 and 0.13 Acres comprised in L.R. Dag no.- 1303 in Mouza- Reckjoani, under L.R. Khatian No 2675, J.L. No- 13, Police Station- Rajarhat, within the local limits of Rajarhat-Bishnupur- 1 Gram Panchayet, District North 24 Parganas and his name was finally published in the L.R. Porcha as Rayat under L.R. Khatian no. 2675.

AND WHEREAS, during the L.R. Settlement of Records of Rights one Ajit Mondal, son of Late Sudhanya Mondal was the recorded owner of **ALL THAT PIECE AND PARCEL** of land measuring more or less 0.1525 Acres i.e. 0.0225 Acres comprised in L.R. Dag no.- 1302 and 0.13 Acres comprised in L.R. Dag no.- 1303 in Mouza- Reckjoani, under L.R. Khatian No 2676, 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 L.R. Porcha as Rayat under L.R. Khatian no. 2676.

AND WHEREAS, ATANU MANDAL, son of Biswanath Mondal became the owner of land measuring 0.0543 Acres comprised in L.R. Dag no. 1303 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 accepting a gift from his father and uncle namely Biswanath Mondal & Ajit Mondal on 03/12/2014 by way of a Deed of Gift duly registered in the office of A.D.S.R. – Rajarhat and recorded in Book- I, CD Volume- 22, Pages- 2835 to 2857, Being no- 13369 for the Year 2014 and his name was finally published in the L.R. Parcha as Rayat under L.R. Khatian No 7299.

AND WHEREAS, SOMNATH MANDAL, son of Biswanath Mondal became the owner of land measuring 0.04 Acres comprised in L.R. Dag no. 1302 & land measuring 0.0413 Acres comprised in L.R. Dag no. 1303 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 accepting a gift from his father and uncle Biswanath Mondal & Ajit Mondal on 03/12/2014 by way of a Deed of Gift duly registered in the office A.D.S.R. – Rajarhat and recorded in Book- I, CD Volume- 22, Pages- 2883 to 2905, Being no- 13370 for the Year 2014 and his name was finally published in the L.R. Parcha as Rayat under L.R. Khatian No. 7203.

AND WHEREAS, ARPAN MANDAL, son of AJIT Mondal became the owner of land measuring 0.1144 Acres comprised in L.R. Dag no. 1303 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 accepting a gift from his father and uncle, Ajit Mondal & Biswanath Mondal on 03/12/2014 by way of a Deed of Gift duly registered in the office A.D.S.R. – Rajarhat and recorded in Book- I, CD Volume- 22, Pages- 2906 to 2930, Being no- 13371 for the Year 2014 and his name was finally published in the L.R. Parcha as Rayat under L.R. Khatian No. 7269.

AND WHEREAS, JAYITA SAWOO, W/O Ranjan Kumar Sahoo & D/O Ajit Mondal became the owner of land measuring 0.05 Acres comprised in L.R. Dag no. 1303 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 accepting a gift from her father Ajit Mondal on 03/12/2014 by way of a Deed of Gift duly registered in the office A.D.S.R. – Rajarhat and recorded in Book- I, CD Volume- 22, Pages- 2817 to 2834, Being no- 13368 for the Year 2014 and her name was finally published in the L.R. Porcha as Rayat under L.R. Khatian No 7270.

AND WHEREAS, the said Atanu Mondal, s/o Biswanath Mondal, Somnath Mondal, s/o Biswanath Mondal, Arpan Mondal, s/o Ajit Mondal and Jayita Sawoo, d/o Ajit Mondal the **SIXTEENTH, SEVENTEENTH, EIGHTEENTH and NINETEENTH PARTY of the FIRST PART** jointly entered into a Development Agreement with M/S Soumita Realty and Infrastructure Private Limited , the Developer herein for undertaking the development of the abovementioned property and making construction of the building/ buildings thereon and also to look after, manage, control and deal on behalf of the **SIXTEENTH, SEVENTEENTH, EIGHTEENTH and NINETEENTH PARTY of the FIRST PART** all matters connected with the development of the said property and construction and completion of the building(s) thereon and sale/disposal of the constructed units/ spaces thereon. The said M/S Soumita Realty and Infrastructure Private Limited, the Developer herein had also accepted such appointment on the terms and conditions more fully mentioned in the development agreement dated 02.05.2016 duly registered in the office of A.D.S.R – Rajarhat, New Town and duly recorded in Book – I, Volume 1523-2016 Pages from 147707 to 147759 being no. 152304695 for the year 2016.

The abovenamed **SIXTEENTH, SEVENTEENTH, EIGHTEENTH and NINETEENTH PARTY of the FIRST PART** have also authorized, appointed, constituted and empowered made in favour of M/S Soumita Realty and Infrastructure Private Limited , the Developer herein by way of executing a Development Power of Attorney dated 06.05.2016 duly registered in the office of A.D.S.R – Rajarhat, New Town and duly recorded in Book – I, Volume 1523-2016, Pages from 151989 to 152022, being no. 152304824 for the year 2016.

Flow of title for the TWENTIETH PARTY of the FIRST PART)

(M/S Soumita Realty and Infrastructure Private Limited)

WHEREAS, TWENTIETH PARTY of the FIRST PART, M/s Soumita Realty and Infrastructure Private Limited is the sole, absolute and recorded owner of **ALL THAT PIECE AND PARCEL** of land admeasuring **0.12** Acres lying and situated in Mouza- Reckjoani, J.L. No- 13, R.S no- 198, appertaining to C.S. Dag no- 1238 and 1239 under C.S Khatian- 1728, corresponding to R.S. Dag no. - 1305 and 1306, corresponding to L.R. Dag no. - 1305 and 1306 under L.R. Khatian No.- 7667. Police Station- Rajarhat, under Rajarhat Bishnupur- 1 Gram Panchayet, within the limit of District- 24 Parganas (North) **togetherwith** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Owner.

WHEREAS during the Revisional Survey Settlement Records of Rights in 1956, 06 Decimal of land had been recorded in equal shares in the name of one (1) **KALIPADA MONDAL**, (2) **KHUSIPADA MONDAL**, (3) **LAL BEHARI MONDAL**, all sons of Late Gopal Chandra Mondal, (4) **BEDANA BALA DASI**, wife of Late Sitanath Mondal, and (5) **LAKHI MONI DASI**, wife of Late Hazari Lal Mondal comprised in R.S. Dag- 1305 under R.S. Khatian- 1693, previously C.S. Dag- 1238 under C.S. Khatian- 1714, in the Mouza- Reckjoani, J.L. no- 13, Police Station- Rajarhat and the said record had been finally published in the records of rights in Parcha and thus they became the owners of the said property.

AND WHEREAS said **LAL BEHARI MANDAL** son of Late Gopal Chandra Mondal died intestate leaving behind his three (03) sons namely (i) **DULAL CHANDRA MONDAL**, (ii) **HARADHAN MANDAL** and (iii) **KIRON CHANDRA MONDAL** as his legal heirs and successors in respect to his 1/5 share of **ALL THAT** landed property measuring 06 comprising in C.S. Dag- 1238 corresponding to R.S. Dag- 1305 under R.S Khatian- 1693 in the Mouza- Reckjoani.

AND WHEREAS, the said **KALIPADA MONDAL, KHUSIPADA MONDAL & ORS** were enjoying their right, title, interest and possession in respect of the said 06 Decimal in C.S Dag- 1238 presently recorded as R.S. Dag- 1305 under R.S Khatian- 1693 in Mouza- Reckjoani, mutually partitioned their property by virtue of a Partition Deed between themselves which was executed on 11.12.1975 and duly registered in the office of D.R. Barasat, and recorded in Book – I, Volume- 15 Pages- 81 to 90, Being no- 439 for the Year 1976 and **(1) KALIPADA MONDAL, (2) KHUSIPADA MANDAL**, both sons of Late Gopal Chandra Mondal, **(3) DULAL CHANDRA MONDAL, (4) HARADHAN MANDAL and (5) KIRON CHANDRA MONDAL**, all sons of Late Lal Behari Mondal, **(6) BEDANA BALA DASI, alias BEDANA MONDAL** wife of Late Sitanath Mondal, **(7) LAKHI MONI DASI** wife of Late Hazari Lal Mondal, the party of the First Part therein (i.e. partition deed 439 of 1976) was allotted Schedule “**KHA**”, Lot “**A2**” property i.e. Land measuring more or less 06 Decimal in C.S. Dag- 1238 corresponding to R.S. Dag- 1305, in Mouza- Reckjoani, J.L. no- 13, Police Station- Rajarhat, under Rajarhat Bishnupur 1 no. Gram Panchayat, within the limit of District- 24 Pargana (North) and became the owner, occupier, seized and possessed of and/or otherwise well and sufficiently entitled to undivided 1/5th share of **ALL THAT** landed property measuring 06 Decimal by way of Deed of the said Partition being no. 00439 of 1976 comprising in C.S. Dag- 1238 corresponding to R.S. Dag- 1305 under R.S Khatian- 1693 in the Mouza- Reckjoani.

AND WHEREAS, the said **KALIPADA MONDAL**, son of Late Gopal Chandra Mondal became the owner, occupier, seized and possessed of and/or otherwise well and sufficiently entitled to undivided 1/5th share of **ALL THAT** landed property measuring 06 Decimal by way of Deed of the said Partition being no. 439 of 1976 comprising in C.S.

Dag- 1238 corresponding to R.S. Dag- 1305 under R.S Khatian- 1693 in the Mouza- Reckjoani.

AND WHEREAS, the said **KHUSIPADA MANDAL**, son of Late Gopal Chandra Mondal became the owner, occupier, seized and possessed of and/or otherwise well and sufficiently entitled to undivided 1/5th share of **ALL THAT** landed property measuring 06 Decimal by way of the said Deed of Partition being no. 439 of 1976 comprising in C.S. Dag- 1238 corresponding to R.S. Dag- 1305 under R.S Khatian- 1693 in the Mouza- Reckjoani.

WHEREAS during the Revisional Survey Settlement Records of Rights in 1956, 11 Decimal of land had been recorded in the name of one 1) KALIPADA MONDAL, son of Late Gopal Chandra Mondal, having 6 annas 8 ganda share, i.e. 2/5th share, 2) KHUSIPADA MONDAL, son of Late Gopal Chandra Mondal, having 3 Annas 4 Ganda share, i.e. 1/5th share, 3) LAL BEHARI MONDAL, son of Late Gopal Chandra Mondal, having 3 Annas 4 Ganda share, i.e. 1/5th share, 4) LAKHI MONI DASI, wife of Late Hazari Lal Mondal, having 3 Annas 4 Ganda share, i.e. 1/5th share, comprised in R.S. Dag- 1306 under R.S. Khatian- 1220, previously C.S. Dag- 1239 under C.S. Khatian- 1714, in the Mouza- Reckjoani, J.L. no- 13, Police Station- Rajarhat and the said record had been finally published in the records of rights in Parcha and thus they became the owners of the said property.

AND WHEREAS said **KALIPADA MONDAL MANDAL**, son of Late Gopal Chandra Mondal died intestate on 13.10.1988 leaving behind his two sons namely 1) **BHOLANATH MONDAL**, 2) **DILIP MONDAL** and two daughters namely 1) **RIKTA MONDAL** wife of Mr. Rabindra Nath Mondal and 2) **ALOKA MONDAL** wife of Late Arun Mondal, as his legal heirs and successors in respect of his

- (i) undivided 1/5th share i.e. (2000 share out of 10000 share) of **ALL THAT** landed property measuring 06 Decimal comprising in C.S. Dag- 1238 corresponding to R.S. Dag- 1305 under R.S Khatian- 1693 in the Mouza- Reckjoani

- (ii) and $\frac{2}{5}$ th share i.e. 4000 shares out of 10000 shares of **ALL THAT** landed property measuring 11 Decimal comprising in C.S. Dag- 1239 corresponding to R.S. Dag- 1306 under R.S. Khatian- 1220 in the Mouza- Reckjoani.

AND WHEREAS the said **BEDANA BALA DASI**, wife of Late Sitanath Mondal, was enjoying the right, title, interest and possession of her undivided $\frac{1}{5}$ th share **ALL THAT** landed property measuring 06 Decimal comprising in C.S. Dag- 1238 corresponding to R.S. Dag- 1305 under R.S Khatian- 1693 in the Mouza- Reckjoani, died intestate in the year 1996 without any issue as such her undivided $\frac{1}{5}$ th share as per the prevailing statue of the land has been devolved upon the legal heirs of Kalipada Mondal i.e. 1) BHOLANATH MONDAL, 2) DILIP MONDAL, 3) RIKTA MONDAL, 4) ALOKA MONDAL, and brother 5) KHUSIPADA MANDAL, upon the legal heirs of Lal Behari Mondal, i.e. 6) DULAL CHANDRA MONDAL, 7) HARADHAN MANDAL, 8) KIRON CHANDRA MONDAL, and Sister-in- law i.e. 9) LAKHI MONI DASI.

AND WHEREAS the said **LAKHI MONI DASI**, wife of Late Hazari Lal Mondal was enjoying the right, title, interest and possession of her undivided $\frac{1}{4}$ th share **ALL THAT** landed property measuring 06 Decimal comprising in C.S. Dag- 1238 corresponding to R.S. Dag- 1305 and her undivided $\frac{1}{5}$ th share in 11 Decimal comprising in C.S. Dag- 1239 corresponding to R.S. Dag- 1306 under R.S Khatian- 1220 in the Mouza- Reckjoani, died intestate in the year 1999 without any issue as such her undivided $\frac{1}{4}$ th and $\frac{1}{5}$ th share in R.S Dag- 1305 and 1306 respectively as per the prevailing statue of the land, has been devolved upon the legal heirs of Kalipada Mondal i.e. 1) BHOLANATH MONDAL, 2) DILIP MONDAL, 3) RIKTA MONDAL, 4) ALOKA MONDAL, and brother 5) KHUSIPADA MANDAL, upon the legal heirs of Lal Behari Mondal, i.e. 6) DULAL CHANDRA MONDAL, 7) HARADHAN MANDAL, 8) KIRON CHANDRA MONDAL.

AND WHEREAS the said legal heirs of KALIPADA MONDAL, i.e. **1) BHOLANATH MONDAL, 2) DILIP MONDAL, 3) RIKTA MONDAL, 4) ALOKA MONDAL**, became the owner, occupier, seized and possessed of and/or otherwise well and sufficiently entitled to $\frac{1}{3}$ rd, i.e. 3333 share out of 10000 share of **ALL THAT** landed property measuring 06 Decimal comprising in C.S. Dag- 1238 corresponding to R.S. Dag- 1305 under R.S Khatian- 1693 in the Mouza- Reckjoani and 4666 share out of 10000 share of **ALL THAT**

landed property measuring 11 Decimal comprising in C.S. Dag- 1239 corresponding to R.S. Dag- 1306 under R.S. Khatian- 1220 in the Mouza- Reckjoani.

AND WHEREAS, the said KHUSIPADA MANDAL son of Late Gopal Chandra Mondal became the owner, occupier, seized and possessed of and/or otherwise well and sufficiently entitled to $1/3^{\text{rd}}$, i.e. 3333 share out of 10000 share of **ALL THAT** landed property measuring 06 Decimal comprising in C.S. Dag- 1238 corresponding to R.S. Dag- 1305 under R.S Khatian- 1693 in the Mouza- Reckjoani and 2666 share out of 10000 share of **ALL THAT** landed property measuring 11 Decimal comprising in C.S. Dag- 1239 corresponding to R.S. Dag- 1306 under R.S. Khatian- 1220 in the Mouza- Reckjoani.

AND WHEREAS, during the L.R Settlement Records of Rights, L.R. Dag no- 1305 and 1306 under L.R. Khatian no- **2659, 2660, 2661 and 2662**, in Mouza- Reckjoani, J.L. no- 13, Police Station- Rajarhat, had been recorded in the name of the said **(1) BHOLANATH MONDAL, (2) DILIP MONDAL (3) RIKTA MONDAL** wife of Mr. Rabindra Nath Mondal and **(4) ALOKA MONDAL** wife of Late Arun Mondal, in respect of undivided $1/3^{\text{rd}}$, i.e. 3333 share out of 10000 share of **ALL THAT** landed property measuring 06 Decimal comprising in C.S. Dag- 1238 corresponding to R.S. Dag- 1305 under R.S Khatian- 1693 in the Mouza- Reckjoani and 4666 share out of 10000 share of **ALL THAT** landed property measuring 11 Decimal comprising in C.S. Dag- 1239 corresponding to R.S. Dag- 1306 under R.S. Khatian- 1220 in the Mouza- Reckjoani, respectively and the said record had been finally published in the records of rights i.e. in L.R. Parcha and thus they became the absolute owner of the said property.

AND WHEREAS the said **BHOLANATH MONDAL** son of Late Kalipada Mandal died intestate on 17.09.2010 leaving behind his wife namely **JUTHIKA MONDAL** and 01(one) son namely **SANDIP KUMAR MONDAL ALIAS SANDIP MONDAL** and 01(one) daughter namely **DALIA BALLAV** alias **DALIA BALLAV ALIAS DALIYA BALLAV**, wife of Mr. Bisyan Ballav, as his legal heirs and successors to his undivided 3333 share out of 10000 share and 4666 share out of 10000 share in R.S Dag- 1305 and 1306 under R.S Khatian- 1693 and 1220 corresponding to L.R. Dag- 1305 and 1306 under L.R. Khatian- 2659 respectively in Mouza- Reckjoani.

WHEREAS the said **1) DILIP MONDAL, s/o Late Kalipada Mondal, (2) JUTHIKA MONDAL,** wife of Late Bholanath Mondal, **(3) SANDIP KUMAR MONDAL ALIAS SANDIP MONDAL,** s/o Late Bholanath Mondal, **(4) DALIA BALLAV ALIAS DALIYA BALLAV** wife of Mr. Biswamoy Ballav, and daughter of Late Bholanath Mondal, **5) RIKTA MONDAL** wife of Mr. Rabindra Nath Mondal and **6) ALOKA MONDAL** wife of Late Arun Mondal, by way of inheritance became the owners and was enjoying their right, title, interest and possession in respect of the said **07 Decimal i.e. 2 Decimal** i.e. 3333 share out of 10000 share and **5 Decimal** i.e. 4666 share out of 10000 share in L.R. Dag no- 1305 and 1306 respectively under L.R. Khatian no- **2659, 2660, 2661 and 2662,** in Mouza- Reckjoani under Rajarhat Bishnupur 1 no. Gram Panchayat, within the limit of District- 24 Pargana (North).

AND WHEREAS, M/S SOUMITA REALTY AND INFRASTRUCTURE PRIVATE LIMITED purchased the abovementioned 0.07 acres or 07 decimals of land from erstwhile owners namely (1) DILIP MONDAL, s/o Late Kalipada Mondal, (2) JUTHIKA MONDAL, wife of Late Bholanath Mondal, (3) SANDIP KUMAR MONDAL ALIAS SANDIP MONDAL, s/o Late Bholanath Mondal, (4) DALIA BALLAV ALIAS DALIYA BALLAV, wife of Mr. Biswamoy Ballav, and daughter of Late Bholanath Mondal, (5) RIKTA MONDAL, wife of Mr. Rabindra Nath Mondal and (6) ALOKA MONDAL, wife of Late Arun Mondal, on 02.03.2016 by way of executing a Deed of Conveyance, registered in the office A.D.S.R. – Rajarhat Newtown, Being no. - 152302568 for the Year 2016 and became the absolute owner of land measuring 0.07 Acres at Mouza- Reckjoani, J.L. No- 13, Police Station- Rajarhat, within the jurisdiction of Rajarhat-Bishnupur- 1 Gram Panchayet, District North 24 Parganas. Details of such transacted property mentioned in the chart below.

Deed/Year	Registrar Office	Mouza/ J.L No	C.S Dag No.	R.S/L.R Dag No.	Land Area (in Acres)

Book I, Volume – 1523-2016 Pages 81798 to 81842 Being no- 152302568 of 2016	ADSR -Rajarhat, New Town	Reckjoani, J.L No. 13	1238	1305	0.02
			1239	1306	0.05
			TOTAL LAND		0.07

AND WHEREAS said **KHUSIPADA MANDAL**, son of Late Gopal Chandra Mondal died intestate on 14.02.1990 leaving behind his sole wife namely **PRATIVA MONDAL**, five (05) sons namely 1) **BIKASH MONDAL**, 2) **PRAKASH CHANDRA MONDAL**, 3) **SREEBAS CHANDRA MONDAL**, 4) **SUBASH CHANDRA MONDAL**, 5) **BIBHAS CHANDRA MONDAL**, and six (06) daughters namely 1) **ALPANA MONDAL**, wife of Mr. Ram Chandra Mondal, 2) **SABITA KABASI** wife of Shibdas Kabasi, 3) **RENUKA MANDAL**, 4) **SANDHYA BISWAS** wife of Mr. Samarendra Nath Biswas, 5) **BASANTI PODDER** wife of Mr. Alope Kumar Podder, 6) **MALATI MONDAL** wife of Mr. Ranjit Kumar Mandal as his legal heirs and successors in respect of his undivided 1/3rd share i.e. (3333 share out of 10000 share) of **ALL THAT** landed property measuring .06 Decimal comprising in C.S. Dag- 1238 corresponding to R.S. Dag- 1305 in the Mouza- Reckjoani and 2666 share out of 10000 share of **ALL THAT** landed property measuring .11 Decimal comprising in C.S. Dag- 1239 corresponding to R.S. Dag- 1306 under R.S. Khatian- 1220 in the Mouza- Reckjoani.

AND WHEREAS the said **BIKASH MONDAL**, son of Late Khusi Pada Mandal died intestate on 21.07.1996 as a bachelor leaving behind his mother **PRATIVA MONDAL**, his brothers i.e. 1) **PRAKASH CHANDRA MONDAL**, 2) **SREEBAS CHANDRA MONDAL**, 3) **SUBASH CHANDRA MONDAL**, 4) **BIBASH CHANDRA MONDAL**, and his sisters i.e. 5) **ALPANA MONDAL**, 6) **SABITA KABASI**, 7) **RENUKA MANDAL**, 8) **SANDHYA BISWAS**, 9) **BASANTI PODDER**, 10) **MALATI MONDAL**, as his only legal heirs and successors to his undivided 1/12th share in 3333 share out of 10000 share and 2666 share out of 10000 share in R.S Dag- 1305 and 1306 under R.S Khatian- 1693 and 1220 respectively in Mouza- Reckjoani.

AND WHEREAS during the L.R Settlement Records of Rights, L.R. Dag no- 1305 and 1306 under L.R. Khatian no- **2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673**, in Mouza- Reckjoani, J.L. no- 13, Police Station- Rajarhat, had been recorded in the name of the said **1) PRATIVA MONDAL, 2) PRAKASH CHANDRA MONDAL, 3) SREEBAS CHANDRA MONDAL, 4) SUBASH CHANDRA MONDAL, 5) BIBASH CHANDRA MONDAL, 6) ALPANA MONDAL, 7) SABITA KABASI, 8) RENUKA MANDAL, 9) SANDHYA BISWAS, 10) BASANTI PODDER, 11) MALATI MONDAL**, in respect of undivided 3333 share out of 10000 share and 2666 share out of 10000 share in **06** decimals and **11** decimals respectively and the said record had been finally published in the records of rights i.e. in L.R. Parcha and thus they became the absolute owner of the said property.

AND WHEREAS the said **PRAKASH CHANDRA MONDAL** son of Late Khusi Pada Mandal died intestate on 29.12.2011 as a bachelor leaving behind his mother **PRATIVA MONDAL**, his brothers i.e. **1) SREEBAS CHANDRA MONDAL, 2) SUBASH CHANDRA MONDAL, 3) BIBASH CHANDRA MONDAL**, and his sisters i.e. **4) ALPANA MONDAL, 5) SABITA KABASI, 6) RENUKA MANDAL, 7) SANDHYA BISWAS, 8) BASANTI PODDER, 9) MALATI MONDAL**, as his only legal heirs and successors to his undivided 1/11th share in 3333 share out of 10000 share and 2666 share out of 10000 share in L.R. Dag- 1305 and 1306 respectively in Mouza- Reckjoani.

AND WHEREAS the said **PRATIVA MONDAL** wife of Late Khusi Pada Mandal died intestate on 20.02.2013 leaving behind his sons i.e. **1) SREEBAS CHANDRA MONDAL, 2) SUBASH CHANDRA MONDAL, 3) BIBASH CHANDRA MONDAL**, and daughters i.e. **4) ALPANA MONDAL, 5) SABITA KABASI, 6) RENUKA MANDAL, 7) SANDHYA BISWAS, 8) BASANTI PODDER, 9) MALATI MONDAL**, as her only legal heirs and successors to her undivided 1/10th share in 3333 share out of 10000 share and 2666 share out of 10000 share in L.R. Dag- 1305 and 1306 respectively in Mouza- Reckjoani.

AND WHEREAS the said **SUBASH CHANDRA MONDAL** son of Late Khusi Pada Mandal died intestate on 09.08.2013 leaving behind his sole wife namely **BINA MONDAL** and

his only son **SAYAN MONDAL** (Minor) as his only legal heirs and successors to his undivided 1/9th share in 3333 share out of 10000 share and 2666 share out of 10000 share in L.R. Dag- 1305 and 1306 respectively in Mouza- Reckjoani.

AND WHEREAS the said **SABITA KABASI** wife of Late Shibdas Kabasi died intestate on 31.03.2014 leaving behind his only son **MALAY KABASI** as her only legal heirs and successors to her undivided 1/9th share in 3333 shares out of 10000 share and 2666 share out of 10000 shares in L.R. Dag- 1305 and 1306 respectively in Mouza- Reckjoani as her husband predeceased before her.

AND WHEREAS the said **1) SREEBAS CHANDRA MONDAL, 2) BINA MONDAL, 3) SAYAN MONDAL, 4) BIBASH CHANDRA MONDAL, 5) ALPANA MONDAL, 6) MALAY KABASI, 7) RENUKA MANDAL, 8) SANDHYA BISWAS, 9) BASANTI PODDER, 10) MALATI MONDAL**, by way of inheritance became the owners and was enjoying their right, title, interest and possession in respect of the said 05 Decimal i.e. .02 Decimal i.e. 3148 share out of 10000 share and .03 Decimal i.e. 2518 share out of 10000 share in L.R. Dag no- 1305 and 1306 respectively under L.R. Khatian no- **2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673**, in Mouza- Reckjoani morefully described in the schedule hereinafter under Rajarhat Bishnupur 1 no. Gram Panchayat, within the limit of District- 24 Pargana (North).

AND WHEREAS said **1) SREEBAS CHANDRA MONDAL, 2) BINA MONDAL, 3) SAYAN MONDAL, 4) BIBASH CHANDRA MONDAL, 5) ALPANA MONDAL, 6) MALAY KABASI, 7) RENUKA MANDAL, 8) SANDHYA BISWAS, 9) BASANTI PODDER, 10) MALATI MONDAL**, became the owner and was enjoying their right, title, interest and possession in respect of the said **05 Decimal** in C.S Dag- 1238 and 1239 corresponding to **R.S Dag- 1305 and 1306 under R.S Khatian- 1693 corresponding to L.R. Dag No- 1305 and 1306** under L.R. Khatian No- **2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673**, in **Mouza- Reckjoani**, under Rajarhat Bishnupur 1 no. Gram Panchayat, within the limit of District- 24 Pargana (North).

AND WHEREAS, M/S SOUMITA REALTY AND INFRASTRUCTURE PRIVATE LIMITED purchased the abovementioned 0.05 acres or 05 decimals of land from erstwhile

owners, i.e. (1) **SREEBAS CHANDRA MONDAL**, (2) **BINA MONDAL**, (3) **BIBASH CHANDRA MONDAL**, (4) **ALPANA MONDAL**, (5) **MALAY KABASI**, (6) **RENUKA MANDAL**, (7) **SANDHYA BISWAS**, (8) **BASANTI PODDER**, (9) **MALATI MONDAL** by way of executing a Deed of Conveyance, registered in the office A.D.S.R. – Rajarhat Newtown, Being no. - 01486 for the Year 2016 and became the absolute owner of land measuring 0.05 Acres in Mouza- Reckjoani, J.L. No- 13, L.R Dag No. 1305 and 1306 Police Station- Rajarhat, within the jurisdiction of Rajarhat-Bishnupur- 1 Gram Panchayet, District North 24 Parganas. Details of such transacted property mentioned in the chart below.

Deed/Year	Registrar Office	Mouza/ J.L No	C.S Dag No.	R.S/L.R Dag No.	Land Area (in Acres)
Book- I, Volume- 1523-2016, Pages- 53359 to 53413, Being no- 152301486 of 2016	ADSR - Rajarhat, New Town	Reckjoani, J.L No. 13	1238	1305	0.02
			1239	1306	0.03
			TOTAL LAND		0.05

Thus, by virtue of the abovementioned sale deeds, Being no- 152301486 of 2016 and 152302568, **M/S Soumita Realty and Infrastructure Private Limited**, the **TWENTIETH PARTY OF THE FIRST PART**, became the absolute owner of the land measuring **0.12 Acres or equivalent to 12 decimal** be the same a little more or less comprised in R.S/L.R Dag No. 1305 and 1306 and duly recorded their name in the L.R Records of Right under L.R Khatian Nos. 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673 at Mouza Reckjoani, J.L No. 13, P.O + P.S - Rajarhat, under Rajarhat Bishnupur- 1 Gram Panchayet, within the limit of District- 24 Pargana (North).

(Flow of title for the TWENTY FIRST PARTY of the FIRST PART)

(M/S ASL Marketing Private Limited)

WHEREAS, THE TWENTY FIRST PARTY of the FIRST PART, M/S ASL Marketing Private Limited is the sole, absolute and recorded owner of **ALL THAT PIECE AND PARCEL** of land admeasuring 3.77 decimal equivalent to 02 Katha 04 Chhitaks 22 Sqft comprised in C.S. Dag no.- 1238 and 1239 corresponding to R.S. Dag no. - 1305 and 1306 under R.S. Khatian no. - 1693 and 1220 corresponding to L.R. Dag no.- 1305 and 1306, under L.R. Khatian No- 9390 at Mouza- Reckjoani, J.L. no- 13, Police Station- Rajarhat, R.S. No- 198, under Rajarhat-Bishnupur No. 01 Gram Panchayet within the limit of District- 24 Parganas (North), **togetherwith** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Owner.

WHEREAS, during the Revisional Survey Settlement Records of Rights in 1956, **06 Decimals** of land had been recorded in equal shares, in the name of one 1) **KALIPADA MONDAL**, s/o Late Gopal Chandra Mondal, 2) **KHUSIPADA MONDAL**, s/o Late Gopal Chandra Mondal, 3) **LAL BEHARI MONDAL**, s/o Late Gopal Chandra Mondal, 4) **BEDANA BALA DASI**, w/o Late Sitanath Mondal, and 5) **LAKHI MONI DASI**, w/o Late Hazari Lal Mondal, comprised in R.S. Dag no. - 1305 under R.S. Khatian no. - 1693, previously C.S. Dag no. - 1238 under C.S. Khatian no. - 1714,

AND

11 decimal of land had been recorded in the name of one 1) KALIPADA MONDAL son of Late Gopal Chandra Mondal, having 6 Annas 8 Ganda share, i.e. 2/5th Share, 2) KHUSIPADA MONDAL son of Late Gopal Chandra Mondal, having 3 Annas 4 Ganda Share, i.e. 1/5th Share, 3) LAL BEHARI MONDAL son of Late Gopal Chandra Mondal, having 3 Annas 4 Ganda share, i.e. 1/5th Share, 4) LAKHI MONI DASI wife of Late Hazari Lal Mondal, having 3 Anna 4 Ganda share, i.e. 1/5th Share comprised in R.S. Dag no.- 1306 under R.S. Khatian- 1220, previously C.S. Dag no. - 1239 under C.S. Khatian no. - 1714, in

the Mouza- Reckjoani, J.L. no- 13, Police Station- Rajarhat and the said record had been finally published in the records of rights in Parcha and thus they became the owners of the said property.

AND WHEREAS, the said **LAL BEHARI MONDAL**, S/O Late Gopal Chandra Mondal became the owner, occupier, seized and possessed of and/ or otherwise well and sufficiently entitled to undivided 1/5th Share, or 1.2 decimal of **ALL THAT** landed property measuring 06 decimal comprising in C.S Dag no. 1238 under C.S Khatian No. 1714, Corresponding to R.S. Dag no. 1305, under R.S. Khatian No. 1693

AND

Undivided 1/4th Share or 2.75 decimal of **ALL THAT** landed property measuring 11 decimals comprised in C.S Dag no. 1239 under C.S Khatian No. 1714, corresponding to R.S. Dag no. 1306 under R.S. Khatian No. 1220 in the Mouza – Reckjoani, J.L No. 13.

AND WHEREAS, said **LAL BEHARI MONDAL**, son of Late Gopal Chandra Mondal died intestate on 1958 leaving behind his three (03) sons namely (1) **DULAL MONDAL**, (2) **HARADHAN MANDAL**, (3) **KIRAN CHANDRA MANDAL** and two (02) daughters namely (1) **KAMALA MONDAL**, wife of Late Paritosh Kumar Mondal and (2) **BANOMALA MONDAL**, wife of Surya Pada Mondal, as his legal heirs and successors in respect of his undivided 1/5th and 1/4th share in **ALL THAT** landed property measuring 06 decimal and 11 decimal comprising in C.S Dag no. 1238 and 1239 under C.S Khatian No. 1714, corresponding to R.S. Dag no. 1305 and 1306 under R.S. Khatian No. 1693 and 1220 respectively.

AND WHEREAS, said 1) **KALIPADA MONDAL**, 2) **KHUSIPADA MANDAL**, both sons of Late Gopal Chandra Mondal, 3) **DULAL MONDAL**, 4) **HARADHAN MANDAL**, 5) **KIRAN CHANDRA MANDAL**, all sons of Late Lal Behari Mondal, 6) **BEDANA MONDAL** wife of Late Sitanath Mondal, 7) **LAKHI MONI DASI**, wife of Late Hazari Lal Mondal were enjoying their right, title, interest and possession in respect of the said 06 Decimal and

11 decimal land in C.S Dag nos.- 1238 and 1239, corresponding to R.S. Dag nos.- 1305 and 1306 under R.S. Khatian- 1693 in Mouza- Reckjoani, mutually partitioned their property by virtue of a Partition Deed between themselves which was executed on 11.12.1975 and duly registered in the office of D.R - Barasat, and recorded in Book – I, Volume- 15, Pages- 81 to 90, Being no. - 00439 for the Year 1976, as the party of the First Part therein and was allotted Schedule “**KHA**”, Lot “**A2**” property i.e. Land measuring more or less 06 Decimal in C.S. Dag no. - 1238 corresponding to R.S. Dag no.- 1305 and 11 decimal in C.S Dag no. 1239 corresponding to R.S. Dag no. 1306, in Mouza- Reckjoani, J.L. no- 13, Police Station- Rajarhat, under Rajarhat Bishnupur No. 1 Gram Panchayat, within the limit of District- 24 Parganas (North).

AND WHEREAS, the said **BEDANA BALA DASI**, wife of Late Sitanath Mondal, was enjoying the right, title, interest and possession of her undivided 1/5th share **ALL THAT** landed property measuring .06 Decimal comprising in C.S. Dag no.- 1238 corresponding to R.S. Dag no.- 1305 under R.S. Khatian- 1693 in the Mouza- Reckjoani, and **died intestate in the year 1996 without any issue** as such her undivided 1/5th share as per the prevailing statue of the land has been devolved upon her brother the legal heirs of **Kalipada Mondal** and brother **Khusipada Mandal**, upon the legal heirs of Lal Behari Mondal, i.e. **Dulal Mondal, Haradhan Mandal, Kiran Chandra Mandal, Kamala Mondal, Banomala Mondal** and Sister-in- law i.e. **Lakhi Moni Dasi**.

AND WHEREAS, the said **LAKHI MONI DASI**, wife of Late Hazari Lal Mondal was enjoying the right, title, interest and possession of her undivided 1/4th share **ALL THAT** landed property measuring 06 Decimal comprising in C.S. Dag no.- 1238 corresponding to R.S. Dag no.- 1305 and her undivided 1/4th share in 11 Decimal comprising in C.S. Dag no. - 1239 corresponding to R.S. Dag no.- 1306 under R.S. Khatian no. - 1220 in the Mouza- Reckjoani, **died intestate in the year 1999** without any issue as such her undivided 1/4th share in R.S. Dag no.- 1305 and 1306 respectively as per the prevailing statue of the land, has been devolved upon the legal heirs of Kalipada Mondal, and brother Khusipada Mandal, upon the legal heirs of Lal Behari Mondal, i.e. Dulal Mondal, Haradhan Mandal, Kiran Chandra Mandal, Kamala Mondal And Banomala Mondal.

AND WHEREAS, the said legal heirs of Late Lal Behari Mondal, i.e; **DULAL MONDAL, HARADHAN MANDAL, KIRAN CHANDRA MANDAL, KAMALA MONDAL and BANOMALA MONDAL** became the owner, occupier, seized and possessed of and/or otherwise well and sufficiently entitled to $1/3^{\text{rd}}$, i.e. 2 decimal (3333 share out of 10000 share) of **ALL THAT** landed property measuring 06 Decimal comprising in C.S. Dag no.- 1238 corresponding to R.S. Dag no.- 1305 under R.S. Khatian no. - 1693 in the Mouza- Reckjoani.

AND

$1/3^{\text{rd}}$, i.e. 3.66 decimal (3333 share out of 10000 share) of **ALL THAT** landed property measuring 11 Decimal comprising in C.S. Dag no.- 1239 corresponding to R.S. Dag no.- 1306 under R.S. Khatian no. - 1220 in the Mouza- Reckjoani.

AND WHEREAS, said **Kamala Mondal** and **Bano Mala Mondal** while enjoying their right, title, interest and possession in respect of $1/5^{\text{th}}$ share each, out of total 05.66 decimal gifted their entire combined $2/5^{\text{th}}$ share i.e.; 02 decimal to **DULAL MONDAL, HARADHAN MANDAL and KIRAN CHANDRA MANDAL**, by way of Deed of Gift on 03/02/2012 and which was duly registered in the office of A.D.S.R Bidhannagar (Salt Lake) and duly recorded in Book – I, Volume – 2, pages 9668 to 9681, being No. 01241 for the year 2012.

AND WHEREAS, the said **DULAL MONDAL, HARADHAN MANDAL and KIRAN CHANDRA MANDAL**, son of Late Lal Behari Mondal became the owner and was enjoying their right, title, interest and possession in respect of the said 05.66 Decimal i.e 02 decimal (3333 share out of 10000 share) of **ALL THAT** landed property measuring 06 decimal comprising in C.S Dag no. 1238, corresponding to R.S. Dag no. 1305 under R.S. Khatian No. 1693 in the Mouza Reckjoani.

AND

03.66 decimal (3333 share out of 10000 share) of **ALL THAT** landed property measuring 11 decimals comprising in C.S Dag no. 1239, corresponding to R.S. Dag no. 1306 under R.S. Khatian No. 1220 in the Mouza Reckjoani.

AND WHEREAS, during the L.R. Settlement Records of Rights, L.R. Dag no. - 1305 and 1306 under L.R. Khatian no. - **2656, 2657 and 2658**, at Mouza- Reckjoani, J.L. no. - 13, Police Station- Rajarhat, had been recorded in the name of the said **DULAL MONDAL, HARADHAN MANDAL and KIRAN CHANDRA MANDAL**, all sons of Late Lal Behari Mondal in respect of undivided $1/3^{\text{rd}}$, i.e. 3333 share out of 10000 share of **ALL THAT** landed property measuring 0.06 acres comprising in C.S. Dag no. - 1238 corresponding to R.S. Dag no. - 1305 under R.S. Khatian no. - 1693 in the Mouza- Reckjoani and 3333 share out of 10000 share of **ALL THAT** landed property measuring 0.11 acres comprising in C.S. Dag no. - 1239 corresponding to R.S. Dag no. - 1306 under R.S. Khatian no. - 1220 in the Mouza- Reckjoani, respectively and the said record had been finally published in the records of rights i.e. in L.R. Parcha and thus they became the absolute owner of the said property.

AND WHEREAS, the said **DULAL MONDAL and KIRAN CHANDRA MANDAL**, both sons of Late Lal Behari Mondal became the owners and was enjoying their right, title, interest and possession in respect of the said undivided $2/3^{\text{rd}}$ share of undivided 02 decimal i.e.; 1.33 decimal and undivided $2/3^{\text{rd}}$ share of undivided 3.66 Decimal i.e; 2.44 decimal totaling to 3.77 decimal in L.R. Dag no. - 1305 and 1306 respectively under L.R. Khatian no- **2656 and 2658**, at Mouza- Reckjoani under Rajarhat Bishnupur No. 01 Gram Panchayat, within the limit of District- 24 Parganas (North).

AND WHEREAS, **M/S ASL Marketing Private Limited** purchased the abovementioned land from erstwhile owner **DULAL MONDAL and KIRAN CHANDRA MANDAL** both sons of Late Lal Behari Mondal on 04.01.2023 by way of executing a Deed of Conveyance duly registered in the office of A.D.S.R. – Rajarhat, New Town and recorded in Book- I, Volume- 1523-2023, Pages- 39658 to 39682, Being no- 152300698 for the Year 2023 and became the absolute owner of land measuring 0.0377 Acres or 3.77 decimals in Mouza- Reckjoani, J.L. No- 13, Police Station- Rajarhat, within the jurisdiction of

Rajarhat-Bishnupur- 1 Gram Panchayet, District North 24 Parganas. Details of such transacted property mentioned in the chart below.

Deed/Year	Registrar Office	Mouza/ J.L No	C.S Dag no.	R.S./L.R. Dag no.	Land Area (in Acres)
Book- I, Volume- 1523-2023, Pages- 39658 to 39682, Being no- 152300698 of 2023	ADSR - Rajarhat, New Town	Reckjoani, J.L No. 13	1238	1305	0.0133
			1239	1306	0.0244
			TOTAL LAND		0.0377

Thus, by virtue of the abovementioned sale deed, M/S ASL Marketing Private Limited became the absolute owner of the land measuring 0.0377 Acres or equivalent to 3.77 Decimal be the same a little more or less comprised in R.S./L.R. Dag no. 1305 and 1306 and duly recorded their name in the L.R. Records of Right under L.R. Khatian No. 9390 at Mouza Reckjoani, J.L No. 13, P.O. – Rajarhat, P.S. - Rajarhat, under Rajarhat Bishnupur- 1 Gram Panchayet, within the limit of District- 24 Parganas (North).

AND WHEREAS, the said **M/S ASL Marketing Private Limited**, the **TWENTY FIRST PARTY of the FIRST PART** entered into a Development Agreement with Development Power of Attorney with M/S Soumita Realty and Infrastructure Private Limited, the Developer herein for undertaking the development of the abovementioned property and making construction of the building/ buildings thereon and also to look after, manage, control and deal on behalf of the **TWENTY FIRST PARTY of the FIRST PART** all matters connected with the development of the said property and construction and completion of the building(s) thereon and sale/disposal of the constructed units/ spaces thereon. The abovenamed party of the FIRST PART have also authorized, appointed, constituted and empowered made in favour of M/S Soumita Realty and Infrastructure Private Limited, the Developer herein. The said M/S Soumita Realty and Infrastructure Private Limited, the Developer herein had also accepted such appointment on the terms and

conditions more fully mentioned in the 'Development Agreement with Development Power of Attorney' dated 10.08.2023 duly registered in the office of A.D.S.R – Rajarhat, New Town and duly recorded in Book – I, Volume 1523-2023 Pages from 397000 to 397038 being no. 152311944 for the year 2023.

(Flow of title for the TWENTY SECOND PARTY of the FIRST PART)

(M/S Soumita Projects Private Limited)

WHEREAS, **TWENTY SECOND PARTY of the FIRST PART**, M/S Soumita projects Private Limited is the exclusive, absolute and recorded owner of **ALL THAT PIECE AND PARCEL** of land admeasuring 0.0164 acres or 1.64 decimals more or less comprised in C.S. Dag no.- 1235, 1237, 1238 and 1239 corresponding to R.S. Dag no.- 1302, 1304, 1305 and 1306 under R.S. Khatian no.- 1693 and 1220 corresponding to L.R. Dag no.- 1302, 1304, 1305 and 1306, under L.R. Khatian No.- 9390 at Mouza- Reckjoani, J.L. no- 13, Police Station– Rajarhat, R.S. No- 198, under Rajarhat-Bishnupur No. 01 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.

WHEREAS, during the Revisional Survey Settlement Records of Rights in 1956, **06 Decimals** of land had been recorded in equal shares, in the name of one 1) **KALIPADA MONDAL**, s/o Late Gopal Chandra Mondal, 2) **KHUSIPADA MONDAL**, s/o Late Gopal Chandra Mondal, 3) **LAL BEHARI MONDAL**, s/o Late Gopal Chandra Mondal, 4) **BEDANA BALA DASI**, w/o Late Sitanath Mondal, and 5) **LAKHI MONI DASI**, w/o Late Hazari Lal Mondal, comprised in R.S. Dag no. - 1305 under R.S. Khatian no. - 1693, previously C.S. Dag no. - 1238 under C.S. Khatian no. - 1714,

AND

11 decimal of land had been recorded in the name of one 1) **KALIPADA MONDAL** son of Late Gopal Chandra Mondal, having 6 Annas 8 Ganda share, i.e. 2/5th Share, 2)

KHUSIPADA MONDAL, son of Late Gopal Chandra Mondal, having 3 Annas 4 Ganda Share, i.e. 1/5th Share, 3) LAL BEHARI MONDAL son of Late Gopal Chandra Mondal, having 3 Annas 4 Ganda share, i.e. 1/5th Share, 4) LAKHI MONI DASI wife of Late Hazari Lal Mondal, having 3 Anna 4 Ganda share, i.e. 1/5th Share comprised in R.S. Dag no.- 1306 under R.S. Khatian- 1220, previously C.S. Dag no. - 1239 under C.S. Khatian no. - 1714, in the Mouza- Reckjoani, J.L. no- 13, Police Station- Rajarhat and the said record had been finally published in the records of rights in Parcha and thus they became the owners of the said property.

AND WHEREAS, the said **LAL BEHARI MONDAL**, S/O Late Gopal Chandra Mondal became the owner, occupier, seized and possessed of and/ or otherwise well and sufficiently entitled to undivided 1/5th Share, or 1.2 decimal of **ALL THAT** landed property measuring 06 decimal comprising in C.S Dag no. 1238 under C.S Khatian No. 1714, Corresponding to R.S. Dag no. 1305, under R.S. Khatian No. 1693

AND

Undivided 1/4th Share or 2.75 decimal of **ALL THAT** landed property measuring 11 decimals comprised in C.S Dag no. 1239 under C.S Khatian No. 1714, corresponding to R.S. Dag no. 1306 under R.S. Khatian No. 1220 in the Mouza – Reckjoani, J.L No. 13.

AND WHEREAS, said **LAL BEHARI MONDAL**, son of Late Gopal Chandra Mondal died intestate on 1958 leaving behind his three (03) sons namely (1) **DULAL MONDAL**, (2) **HARADHAN MANDAL**, (3) **KIRAN CHANDRA MANDAL** and two (02) daughters namely (1) **KAMALA MONDAL**, wife of Late Paritosh Kumar Mondal and (2) **BANOMALA MONDAL**, wife of Surya Pada Mondal, as his legal heirs and successors in respect of his undivided 1/5th and 1/4th share in **ALL THAT** landed property measuring 06 decimal and 11 decimal comprising in C.S Dag no. 1238 and 1239 under C.S Khatian No. 1714, corresponding to R.S. Dag no. 1305 and 1306 under R.S. Khatian No. 1693 and 1220 respectively.

AND WHEREAS, said **1) KALIPADA MONDAL, 2) KHUSIPADA MANDAL**, both sons of Late Gopal Chandra Mondal, **3) DULAL MONDAL, 4) HARADHAN MANDAL, 5) KIRAN CHANDRA MANDAL**, all sons of Late Lal Behari Mondal, **6) BEDANA MONDAL** wife of Late Sitanath Mondal, **7) LAKHI MONI DASI**, wife of Late Hazari Lal Mondal were enjoying their right, title, interest and possession in respect of the said 06 Decimal and 11 decimal land in C.S Dag nos.- 1238 and 1239, corresponding to R.S. Dag nos.- 1305 and 1306 under R.S. Khatian- 1693 in Mouza- Reckjoani, mutually partitioned their property by virtue of a Partition Deed between themselves which was executed on 11.12.1975 and duly registered in the office of D.R - Barasat, and recorded in Book – I, Volume- 15, Pages- 81 to 90, Being no. - 00439 for the Year 1976, as the party of the First Part therein and was allotted Schedule “**KHA**”, Lot “**A2**” property i.e. Land measuring more or less 06 Decimal in C.S. Dag no. - 1238 corresponding to R.S. Dag no.- 1305 and 11 decimal in C.S Dag no. 1239 corresponding to R.S. Dag no. 1306, in Mouza- Reckjoani, J.L. no- 13, Police Station- Rajarhat, under Rajarhat Bishnupur No. 1 Gram Panchayat, within the limit of District- 24 Parganas (North).

AND WHEREAS, the said (1) **DULAL MONDAL**, (2) **HARADHAN MANDAL**, (3) **KIRAN CHANDRA MANDAL**, (4) **KAMALA MONDAL** and (5) **BANOMALA MONDAL** all sons and daughters of Late Lal Behari Mondal became the owner, occupiers, seized and possessed of and/ or otherwise well and sufficiently entitled to undivided 1/5th share in ALL THAT landed property measuring 6 decimal comprising in C.S. Dag no. – 1238 and 1239 under C.S. Khatian no. – 1714 corresponding to R.S. Dag no. – 1305 and 1306 under R.S. Khatian no. – 1693 and 1220 in the Mouza Reckjoani.

AND WHEREAS, the said **BEDANA BALA DASI**, wife of Late Sitanath Mondal, was enjoying the right, title, interest and possession of her undivided 1/5th share **ALL THAT** landed property measuring .06 Decimal comprising in C.S. Dag no.- 1238 corresponding to R.S. Dag no.- 1305 under R.S. Khatian- 1693 in the Mouza- Reckjoani, and **died intestate in the year 1996** without any issue as such her undivided 1/5th share as per the prevailing statute of the land has been devolved upon her brother the legal heirs of **Kalipada Mondal** and brother **Khusipada Mandal**, upon the legal heirs of Lal Behari Mondal, i.e. **Dulal Mondal, Haradhan Mandal, Kiran Chandra Mandal, Kamala Mondal, Banomala Mondal** and Sister-in- law i.e. **Lakhi Moni Dasi**.

AND WHEREAS, the said **LAKHI MONI DASI**, wife of Late Hazari Lal Mondal was enjoying the right, title, interest and possession of her undivided 1/4th share **ALL THAT** landed property measuring 06 Decimal comprising in C.S. Dag no.- 1238 corresponding to R.S. Dag no.- 1305 and her undivided 1/5th share in 11 Decimal comprising in C.S. Dag no. - 1239 corresponding to R.S. Dag no. - 1306 under R.S. Khatian no. - 1220 in the Mouza- Reckjoani, **died intestate in the year 1999** without any issue as such her undivided 1/4th share in R.S. Dag no. - 1305 and 1306 respectively as per the prevailing statue of the land, has been devolved upon her brothers and nephews i.e. **Kalipada Mondal, and brother Khusipada Mandal, upon the legal heirs of Lal Behari Mondal, i.e. Dulal Mondal, Haradhan Mandal, Kiran Chandra Mandal, Kamala Mondal And Banomala Mondal.**

AND WHEREAS, the said legal heirs of Late Lal Behari Mondal, i.e; **DULAL MONDAL, HARADHAN MANDAL, KIRAN CHANDRA MANDAL, KAMALA MONDAL and BANOMALA MONDAL** became the owner, occupier, seized and possessed of and/or otherwise well and sufficiently entitled to 1/3rd, i.e. 2 decimal (3333 share out of 10000 share) of **ALL THAT** landed property measuring 06 Decimal comprising in C.S. Dag no.- 1238 corresponding to R.S. Dag no.- 1305 under R.S. Khatian no. - 1693 in the Mouza- Reckjoani.

AND

3 decimal (2667 share out of 10000 share) of **ALL THAT** landed property measuring 11 Decimal comprising in C.S. Dag no.- 1239 corresponding to R.S. Dag no.- 1306 under R.S. Khatian no. - 1220 in the Mouza- Reckjoani.

AND WHEREAS, said **Kamala Mondal** and **Bano Mala Mondal** while enjoying their right, title, interest and possession in respect of 1/5th share each, out of total 05.66 decimal gifted their entire combined 2/5th share i.e.; 02 decimal to **DULAL MONDAL, HARADHAN MANDAL and KIRAN CHANDRA MANDAL**, by way of **Deed of Gift on 03/02/2012** and which was duly registered in the office of A.D.S.R Bidhannagar (Salt

Lake) and duly recorded in Book - I, Volume - 2, pages 9668 to 9681, being No. 01241 for the year 2012.

AND WHEREAS, the said **DULAL MONDAL, HARADHAN MANDAL** and **KIRAN CHANDRA MANDAL**, son of Late Lal Behari Mondal became the owner and was enjoying their right, title, interest and possession in respect of the said 05.66 Decimal i.e 02 decimal (3333 share out of 10000 share) of **ALL THAT** landed property measuring 06 decimal comprising in C.S Dag no. 1238, corresponding to R.S. Dag no. 1305 under R.S. Khatian No. 1693 in the Mouza Reckjoani.

AND

03 decimal (2667 share out of 10000 share) of **ALL THAT** landed property measuring 11 decimals comprising in C.S Dag no. 1239, corresponding to R.S. Dag no. 1306 under R.S. Khatian No. 1220 in the Mouza Reckjoani.

AND WHEREAS, during the L.R. Settlement Records of Rights, L.R. Dag no. - 1305 and 1306 under L.R. Khatian no. - **2656, 2657 and 2658**, at Mouza- Reckjoani, J.L. no. - 13, Police Station- Rajarhat, had been recorded in the name of the said **DULAL MONDAL, HARADHAN MANDAL and KIRAN CHANDRA MANDAL**, all sons of Late Lal Behari Mondal in respect of undivided 5 decimal, i.e. 2 decimal (3333 share out of 10000 share) of **ALL THAT** landed property measuring 0.06 acres comprising in C.S. Dag no. - 1238 corresponding to R.S. Dag no. - 1305 under R.S. Khatian no. - 1693 in the Mouza- Reckjoani and 3 decimal (2667 share out of 10000 share) of **ALL THAT** landed property measuring 0.11 acres comprising in C.S. Dag no. - 1239 corresponding to R.S. Dag no. - 1306 under R.S. Khatian no. - 1220 in the Mouza- Reckjoani, respectively and the said record had been finally published in the records of rights i.e. in L.R. Parcha and thus they became the absolute owner of the said property.

AND WHEREAS, the said **HARADHAN MONDAL**, son of Late Lal Behari Mondal became the owner and was enjoying their right, title, interest and possession in respect of the said undivided 1/3rd share of undivided 02 decimal and undivided 1/3rd share of undivided 3 Decimal in L.R. Dag no. - 1305 and 1306 respectively under L.R. Khatian no.-

2657, at Mouza- Reckjoani under Rajarhat Bishnupur No. 01 Gram Panchayat, within the limit of District- 24 Parganas (North).

AND WHEREAS, HARADHAN MONDAL, son of Late Lal Behari Mondal was the recorded owner of **ALL THAT PIECE AND PARCEL** of land measuring more or less 0.0164 decimal i.e., 0.67 decimal in L.R. Dag no. 1305 and 0.97 decimal in L.R. Dag no. 1306 at Mouza- Reckjoani, under L.R. Khatian No 2657, J.L. No- 13, Police Station- Rajarhat, within the local limits of Rajarhat-Bishnupur- 1 Gram Panchayet, District North 24 Parganas and his name was published in the L.R. Porcha as Rayat under L.R. Khatian No. 2657.

AND WHEREAS, M/S SOUMITA PROJECTS PRIVATE LIMITED purchased the abovementioned land from erstwhile owner **Haradhan Mondal**, son of Lal Behari Mondal on 16.03.2016 & 29.08.2016 by way of executing 02 (two) nos Deed of Conveyance, both registered in the office A.D.S.R. – Rajarhat Newtown, Being no. - 03367 And 09265 for the Year 2016 and became the absolute owner of land measuring 0.03523 Acres in Mouza- Reckjoani, J.L. No- 13, Police Station- Rajarhat, within the jurisdiction of Rajarhat-Bishnupur- 1 Gram Panchayet, District North 24 Parganas. Details of such transacted property mentioned in the chart below.

Deed/Year	Registrar Office	Mouza/ J.L No	R.S. Dag no.	L.R. Dag no.	Land Area (in Acres)
Book- I, Volume- 1523-2016, Pages- 106992 to 107020, Being no- 03367 of 2016	ADSR - Rajarhat, New Town	Reckjoani, J.L No. 13	1305	1305	0.0067
			1306	1306	0.0097
			TOTAL LAND		0.0164

Thus, by virtue of the abovementioned sale deeds, **M/S Soumita Projects Private Limited**, the **TWENTY SECOND PARTY OF THE FIRST PART** of this instant report

became the absolute owner of the land measuring 0.0352 Acres or equivalent to 3.52 decimal be the same a little more or less land measuring more or less.

AND WHEREAS, the said **M/S Soumita Projects Private Limited**, the **TWENTY SECOND PARTY OF THE FIRST PART**, entered into a Development agreement with **M/S Soumita Realty and Infrastructure Private Limited**, the Developer herein for undertaking the development of the abovementioned property and making construction of the building/ buildings thereon and also to look after, manage, control and deal on behalf of the party of the **TWENTY SECOND PARTY of the FIRST PART** all matters connected with the development of the said property and construction and completion of the building(s) thereon and sale/disposal of the constructed units/ spaces thereon. The said **M/S Soumita Realty and Infrastructure Private Limited**, the Developer herein had also accepted such appointment on the terms and conditions more fully mentioned in the development agreement dated 27.02.2017 duly registered in the office of A.D.S.R. – Rajarhat, New Town and duly recorded in Book – I, Volume 1523-2017 Pages from 43789 to 43816 being no. 152301493 for the year 2017.

The abovenamed **TWENTY SECOND PARTY of the FIRST PART** have also authorized, appointed, constituted and empowered made in favour of **M/S Soumita Realty and Infrastructure Private Limited**, the Developer herein by way of executing a Development Power of Attorney dated 23.03.2017 duly registered in the office of A.D.S.R – Rajarhat, New Town and duly recorded in Book – I, Volume 1523-2017, Pages from 68996 to 69023, being no. 152302342 for the year 2017.

AND WHEREAS, **SOUMITA PROJECTS PRIVATE LIMITED**, herein mentioned as **TWENTY SECOND PARTY of the FIRST PART**, **ASL MARKETING PRIVATE LIMITED**, herein mentioned as **TWENTY FIRST PARTY of the FIRST PART** AND **SOUMITA REALTY AND INFRASTRUCTURE PRIVATE LIMITED**, herein mentioned as **TWENTIETH PARTY of the FIRST PART** amalgamated **ALL THAT PIECE AND PARCEL** of land totally measuring about 17.41 decimal i.e. 6 decimal in R.S. and L.R. Dag no. 1305 and 11.41 decimal in R.S. and L.R. Dag no. 1306, by way of a Deed of Amalgamation dated 10.08.2023 duly registered in the office of A.D.S.R – Rajarhat, New Town and duly

recorded in Book – I, Volume 1523-2017, Pages from 397075 to 397097, being no.152311947 for the year 2023.

AND WHEREAS the said DEVELOPER has undertaken the construction of the building on the Said land particulars of which are described in **SCHEDULE ‘B’** herein under written and has obtained a building plan duly sanctioned from **The Rajarhat Gopalpur Municipality** has granted the commencement of project to develop the property *vide* approval and sanctioned dated 20-06-2013.

AND WHEREAS the OWNERS/VENDORS, DEVELOPER developed and constructed self-contained residential flats along with covered/open Car Parking area at **ALL THAT PIECE AND PARCEL** of land measuring 5.78 acres more or less (The land area found as per physical measurement is 9.25 Bigha equivalent to 185 *Cottahs* more or less equivalent to 74,000 Sq.M. more or less) with intention to sell and transfer the same to the intending purchaser/s.

AND WHEREAS, in terms of the Development Agreements dated 30.06.2015, 02.05.2016 and 27.02.2017 the said Developer has constructed and completed the said building and the said Unit comprised therein and had already given possession of the Units/Flats of the Owner’s allocation to the Owner and the Owners had accepted the same.

The Purchasers have applied for an apartment in the Project *vide application no. BLN/0...../...../.....* dated, **20.....** and has been allotted apartment no. having carpet area (**.....en**) **square feet**, more or less, Super Built-up area (**.....**) square feet, comprised in the project named, type ____ BHK, on **Floor in Block no. (“Building”)** along with 1 (one) covered car park admeasuring 135 (one hundred and thirty five) **square feet in the Ground floor of Block A** (location of the covered/mezzanine parking), as permissible under the applicable law and of *pro rata* share in the common areas (“Common Areas”) as defined under clause (m) of Section 2 of the WBHIRA Act.

(hereinafter referred to as the “**Apartment**” more particularly described in **Schedule ‘B’** and the floor plan or the apartment is annexed hereto and marked as (**Schedule ‘C’**) or a total price of **Rs./- (Rupees)** only and the **First party and the Second Party agreed to sell the said flat for the said consideration taken to be fair market price.**

In terms of the Sale Agreement the said Developer has constructed and completed the said building and the said Unit comprised therein and **the Purchaser have paid all amounts to the Promoter/Developer** under the said agreement.

In pursuance of the aforesaid agreement the Owner/Vendor are hereby completing the transfer of the said unit in favour of the Purchaser on execution of this “Deed of Conveyance”.

The terms and expressions used herein unless contrary or repugnant to the context shall have the meaning assigned to them in the first schedule hereto.

NOW THIS CONVEYANCE WITNESSES:

1. **In pursuance of the said Agreement and in consideration of the sum of Rs./- (Rupees)** only paid by the **Purchaser** to the **Promoter/s/Developer** at or before the execution hereof (**the receipt whereof the Promoter/s/Developer hereby admit and acknowledge and of and from the payment of the same forever release, discharge and acquit the Purchasers, the undivided share and the said Unit**) the Vendor/s doth hereby sell, transfer, grant, convey, assign and assure to and unto the Purchasers **ALL THAT** the said Apartment more fully described in the **SCHEDULE ‘B’** hereunder written **TOGETHER WITH** the impartible, undivided, proportionate share in the land comprised in the portion described in **SCHEDULE ‘B’** hereto morefully hereunder written between the Vendor/s, Developer and the Purchasers together with the undivided proportionate share in the common portions of the said Building/s as specified in the **SCHEDULE ‘D’** hereunder written and reversion or reversions, remainder or remainders and the rents, issues and

profits of and in connection with the said apartment and all the legal incidents thereof and all the rights and properties hereby granted, transferred, conveyed, assigned and assured and/or intended so to be and every part or parts thereof is hereinafter referred to as the said apartment **TOGETHER WITH** its every rights, liberties and appurtenances whatsoever to and unto the Purchasers free from all encumbrances trusts, liens and attachments whatsoever **AND TOGETHER WITH** easements or quasi-easements and other stipulations and provisions mentioned in the **SCHEDULE 'F'** hereunder written But excluding out of transfer and reserving unto the Vendor/s, Developer rights, areas, easements or quasi easements right and privileges as are mentioned in the **SCHEDULE 'G'** hereunder written **TO HAVE AND TO HOLD** the said unit and all other properties and rights hereby granted, transferred, conveyed, assigned and assured and every parts or parts thereof respectively absolutely and for ever free from all encumbrances **SUBJECT TO** the terms and covenant contained in the **SCHEDULE 'H'** hereunder written and also subject to the Purchasers paying and discharging taxes and impositions on the said apartment wholly on and from the date of taking over the possession and the common expenses as are mentioned in the **SCHEDULE 'E'** hereunder written proportionately and all other outgoings in connection with the said apartment wholly and the Building proportionately after the taking over of the possession.

II. THE VENDOR/OWNER AND PROMOTER/DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASERS ARE AS FOLLOWS:-

- a) That the right, title and interest which the Owner/Vendor doth hereby profess to transfer subsists and that the Owner/Vendor has the right, power and authority to grant, transfer, convey, assign and assure unto the Purchasers the said Unit and together with the above mentioned rights in the manner aforesaid.
- b) That it shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and to hold and enjoy transfer, sale, lease etc in whatever manner he deem fit the said unit and the said undivided share and every part thereof and to receive rents, issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendor and free and cleared from and against all

encumbrances, trust, liens and attachments whatsoever save only those as are herein expressly contained.

c) That the Vendor shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the said unit together with the rights hereby granted, unto the Purchase and in the manner aforesaid.

d) That the said Unit and all other properties and rights hereby transferred are free from all encumbrances, attachments, liens, whatsoever made or suffered by the Vendor or its predecessors in the title or any person or persons lawfully and equitably claiming as aforesaid and the owner being First party has got the marketable title over the property.

e) That Vendor shall always at the requests and cost of the Purchasers produce and cause to be produced the documents, the title deeds and documents to prove the title of the Vendor at all occasions trials and examinations and shall give to the Purchasers true and attested copies thereof as and when required and shall always keep the same safe and uncancelled, unobliterated and undamaged.

III. THE OWNER/VENDOR AND PROMOTER/DEVELOPER AND THE PURCHASERS DO HEREBY JOINTLY AND/OR SEVERALLY DECLARE AND COVENANT AS FOLLOWS:-

a) That the Vendors through Developer have completed construction of the said apartment wholly and the common portions proportionately and delivered possession to the Purchasers as the full and absolute owner thereof.

b) The Purchasers shall observe, fulfill and perform the covenants herein written including those for the common purpose and shall regularly pay and discharge all taxes and impositions for the said apartment wholly and common expenses proportionately and all other outgoings in connection with the said apartment wholly and the said building proportionately from the date of execution of this Conveyance or taking over of the possession whichever is later.

c) The Purchasers shall pay all corporation/ Municipal Taxes, maintenance charges and all other outgoings in respect of the said apartment from the date of possession of the said apartment being made over.

d) The Purchasers have examined the Title deeds mentioned in the Title herein above in respect of the said premises and has completely satisfied itself with regard to the title of the Vendor/s and the right of the Developer to construct the Building on the said premises.

e) The Vendors/Developer shall after completion of construction of the Building and completion of transfers of all the apartments to the Purchasers shall form the Society for the common purposes and management and maintenance of the building and shall handover the entire building to the said newly formed society/association of the Purchaser/s.

f) After the formation of the new society/association, the members of the society/association may handover to any agency/person/s for maintenance of the common purposes of the building, and the Developer shall not in any way be responsible for any liabilities/defects in respect of flats/building/s save and except major structural portion of the building for a period of 5 years only as per The West Bengal Housing Industry Regulation Act, 2017 and Rules frame there under.

g) The covenant stipulation and obligation required to be performed by the Purchasers upon taking over possession of the said Apartment shall be deemed to be covenants and obligations running with the land and the said Apartment and shall always be binding on the Purchasers and/or its successor/successors including the person/ persons in possession, use and enjoyment of such Building.

h) Request by Purchasers to Register this Conveyance: The **Purchasers** have gone through the contents of this Conveyance in detail and due to their personal problem are unable to remain present at the time of registration and they have requested the Owners and the Promoter/Developer to register this Conveyance without being personally present at the time of registration. However, they have put the signature, photograph in the accompanying 'Specimen Form Ten Finger Prints'/Form no. 4, as mentioned under Section 69 of the Registration Rules, 1962, and as such it is deemed that the Purchasers

have agreed to all the terms and conditions and the covenants mentioned in this Conveyance.

Request by Purchasers to Register this Conveyance: The Purchaser have gone through the contents of this Conveyance in detail and due to their personal problem they are unable to remain present at the time of registration and they have requested the Owners and the Promoter/Developer to register this Conveyance without being personally present at the time of registration. However, they have put the signature, photograph in the accompanying 'Specimen Form Ten Finger Prints'/Form no. 4, as mentioned under Section 69 of the Registration Rules, 1962, and as such it is deemed that the Purchaser have agreed to all the terms and conditions and the covenants mentioned in this Conveyance.

SCHEDULE 'A'

(Definitions)

In this agreement the terms used herein shall, unless it be contrary and/or repugnant to the context, have the following meaning:-

a) "**Purchaser**" in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the Developer, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such apartment or building, as the case may be, is given on rent;

b) "**Apartment**" whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any Business,

occupation, profession or trade, or for any other type of used ancillary to the purpose specified;

c) “**Architect**” means a person registered as an architect under the provisions of the Architect Act, 1972;

d) “**Building**” includes any structure or erection or part of a structure or erection which is intended to be used for residential, commercial or for (the purpose of any Business, occupation, profession or trade, or for any other related purposes;

e) “**Car Parking Area**” means an area either enclosed or unenclosed, covered or open **Ground/Mechanical Floor** excluding open car parking areas reserved for common areas and facilities to park vehicles located at any level having sufficient drive way and manoeuvring space for loading and unloading as sanctioned by the Competent Authority and includes all types of car parking areas sanctioned by the Competent Authority;

f) “**Carpet Area**” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Explanation- For the purpose of this clause, the expression “exclusive balcony or verandah area” means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Purchaser, and “exclusive open terrace area” means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Purchaser;

g) “**Commencement Notice**” means the commencement notice or the building permit or the construction permit, by whatever name called issued by the competent authority to allow or permit the promoter to begin development works on an immovable property, as per the sanctioned plan;

h) “**Common Area**” mean-

- (i) The entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, entire land for that buildings;
- (ii) The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of the buildings;
- (iii) The common basements, terraces, parks, play areas, open parking area and common storage spaces;
- (iv) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- (v) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- (vi) The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (vii) All community and commercial facilities as provided in the real estate project;
- (viii) All other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use;

i) “**Company**” means a company incorporated and registered under the Companies Act, 2013 and includes,-

- (i) A corporation established by or under any Central Act or State Act;
- (ii) A development authority or any public authority established by the Government in this behalf under any law for the time being in force;

j) “**Competent Authority**” means the local authority or any authority created or established under any law for the time being in force which exercises authority over land under its jurisdiction, and has powers to give permission for development of such immovable property;

k) **“Completion Certificate”** means the completion certificate, or such other certificates, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanction plan, layout plan and specifications, as approved by the competent authority under the local laws;

l) **“Day”** means the working day, in the State notified by the State Government from time to time;

m) **“Development”** with its grammatical variations and cognate expressions, means carrying out the development of immovable property, engineering or other operations in, on, over or under the land or the making of any material change in any immovable property or land and includes re-development;

n) **“Development Works”** means the external development works and internal development works on immovable property;

o) **“Engineer”** means a person who possesses a bachelor’s degree or equivalent or Diploma from an institution recognized by the All India Council of Technical Education or any University or any Institution recognized under a law or is registered as an Engineer under any law for the time being in force;

p) **“Local Authority”** means the Municipal Corporation or Municipality or Panchayat or Industrial Township Authority or any other Local Body constituted under any law for the time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction;

q) **“Occupancy Certificate”** means the occupancy certificate, or such other certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity;

r) **“Promoter/Developer”** means, -

(i) A person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or

(ii) A person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or

(iii) Any development authority or any other public body in respect of purchaser of-

(A) Buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or

(B) Plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or

(ii) An apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or building for its Members or in respect of the Purchasers of such apartments or buildings; or

(iii) Any other person who acts himself as a builder, colonizer, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or

(iv) Such other person who constructs any building or apartment for sale to the general public.

Explanation – For the purpose of this cause, where the person who constructs or converts a building into apartments or develops a plot for sale and the persons who sales apartments or plots are different persons, both of them shall b deemed to be the promoters and shall be jointly liable as such for the functions and responsibilities specified, under this Act or the rules and regulations made thereunder;

s) **“Sanction Plan”** means the site plan, building plan, building permit, service plan, parking and circulation plan landscape plan, layout plan, zoning plan and such other plan and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the competent authority prior to start of a real estate project;

SCHEDULE ‘B’

[The Apartment and Covered Car Parking (Ground/ Mezzanine Floor) along with Boundaries]

Apartment no. Block-on the..... Floor, tiles flooring having apartment carpet area (.....) **square feet**, more or less, **Super Built-up area**(.....) **square feet**, in the project “_____” to be constructed on **ALL THAT PIECE AND PARCEL** of land admeasuring 74,000 Sqm equivalent to 1,33,200 square feet equivalent to 5.78 Acres 9.25 Bigha equivalent to 185 Katha equivalent to 5596.25 Chittacks more or less situated at R.S and L.R. Dag no. Number 1262, 1263, 1264, 1265, 1266, 1267, 1303, 1302, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311 under R.S Khatian NO 788, 1693, 1707, 1712, 1713, 1220 Corresponding to L.R Khatian No. 1878, 1879, 1880, 1881, 2650, 2651, 2652, 2653, 1654, 1655, 7203, 7269, 7270, 7299, 2657, 2659, 2660, 2661, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2770, 2771, 2772, 2773 under Mouza – Reckjoani, J.L No. 13, P.O and P.S – Rajarhat, Kolkata – 700135, District – North 24 Parganas within the local limit of Rajarhat – Bishnupur Gram Panchayat.

The right to park 1 (one) medium size car in the covered car parking admeasuring 135 (one hundred and thirty five) square feet, more or less in Block. **Ground Floor cemented** of the residential Project named “_____”.

On the North- 30M wide Rajarhat Main Road (211 Bus Route)

On the South-	HIDCO Street No. 709
On the East-	Land of R.S./ L.R.. Dag no. 4287 (P), 4290 (P), 4359 and 4360
On the West-	Land of R.S./ L.R.. Dag no. 4283, 4284 and 4289

Together with the land share, being undivided, impartible, proportionate and variable share in the land underneath the said Building, comprising within the said Project as is attributable to the said Apartment and common portions.

SCHEDULE 'C'
(Floor Plan of the Apartment)

SCHEDULE 'D'
(The common portions)

- (i) The entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, entire land for that buildings;
- (ii) The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of the buildings;
- (iii) The common basements, terraces, parks, play areas, open parking area and common storage spaces;

- (iv) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- (v) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- (vi) The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (vii) All community and commercial facilities as provided in the real estate project;
- (viii) All other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use;
- (ix) Lift, Community Hall, Gymnasium, Swimming Pool, Roof top Garden.

SCHEDULE 'E'

(Common Expenses)

- 1) All costs of maintenance, operating, replacing, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting, the common portions and the common areas in the proposed Buildings including their outer walls of the building and parking spaces and also for security of the said Building.
- 2) The salary of all persons employed for the common purposes including Darwans, Security personnel, sweepers, plumbers, electricians etc. if any.
- 3) Insurance premium for insuring the building, if any.
- 4) All charges and deposits for supplied of common utilities to the Purchaser/s and/or Co-owners in common.
- 5) Panchayat/Municipal Tax, Multi storied building tax, Water tax and other taxes levies in respect of the land and the proposed Buildings save those separately assessed on the Purchaser/s.

- 6) Costs of running, maintenance, repairs and replacements of pumps and other common installations including their license fees, taxes and other levies (if any).
- 7) Electricity charges for the electrical energy consumed for the operation of the common services.
- 8) All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.

SCHEDULE 'F'

(Easement)

1. The Purchaser/s shall be entitled to all privileges and rights including right of vertical and lateral supports, easements, quasi- easements, appenDag no.es and appurtenances whatsoever belonging to or in any way appertaining thereto and hereinafter more fully specified except and reserving unto the Vendor and/or any other person deriving title under them the rights, easements, quasi- easements, privileges and appurtenances hereinafter morefully set forth in the Schedule 'G' hereunder.
2. The Purchasers, Purchasers' servants, agents, employees and invitees shall have the right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said unit with or without vehicles over and along the drive-way and pathways comprised within the said building **PROVIDED ALWAYS** and it is hereby declared that nothing herein contained shall permit the co-owners/Purchaser/s and/or purchaser's servants, agents and employees and invitees to obstruct in any way by vehicle, deposits of materials rubbish or otherwise the agree passage of other persons properly entitled to such rights of way as aforesaid along such drive ways and pathways or common path.
3. The purchasers shall have:
 - 3.1 The right of protection of Purchaser's Unit by or from all parts of the said building as far as may be necessary, including right of support, both vertical as well as later.

3.2 The right of passage in common as aforesaid of electricity, telephone, water and soil from and to the said unit through pipes, drains, wires and conduits or being in under through or over the said Building or any part thereof so far as may be reasonably necessary for the beneficial occupation and enjoyment of the said unit for all lawful purposes whatsoever.

3.3 The right with or without workmen and necessary materials to enter from time to time upon the other part of the said building and for the purpose of repairing so far as may be necessary such pipes, drains, wires and conduits aforesaid and for the purpose of rebuilding, repairing or cleaning any part or parts of the said apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such events upon giving a fortnight's prior notice in writing of the Purchasers intention so to enter into the Vendor and/or other person or persons apartment lawfully entitled to the same.

SCHEDULE 'G'

The under mentioned rights, easements, quasi-easements privilege and appurtenances shall be accepted out of transfer and reserved unto the Vendor.

1. The right in common with the Vendor and/or such person or persons entitled to the other part or parts of the Building as aforesaid for the Vendor use of common portion including staircases, Lift, common water, electric, gas, pipe lines, drains, wires, sewers, conduits, entrance and other parts or passages and for other purposes connected therewith including ingress to and egress out the said other part or parts.

2. The right of passage in common with the Vendor and other person as aforesaid of gas, electricity, water telephone and soil from and to any part of the said Building through pipe, drains, wires, conduits, cable lines and posts lying or being in under through or over the said unit as far as may be reasonably necessary (but without any damage to the said building) for the beneficial use and occupation of the other portion or portions of the said Building for all purposes whatsoever.

3. The right with or without workmen and necessary materials to enter from time to time upon the said apartment but without causing any undue inconvenience to the occupier thereof for laying pipes, drains, wires and conduits as aforesaid and for the purpose of other repairs including inspection if necessary thereof **PROVIDED ALWAYS** that the Vendors and/or such other person or persons shall give to the Purchaser/s a prior written notice of their intention for such entry as aforesaid.
4. The right to protection of other portion or portions of the said building by all parts/ portions of the said unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the said building.
5. The right as might otherwise become vested in the Purchasers by means of structural alterations to the said unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the said Building.

SCHEDULE 'H'

(Terms and conditions)

1. Transfer & Dismemberment:

- 1.1 The Purchasers shall not claim partition of the undivided share and/or the common portions and/or in any of the common areas, utilities and facilities in the said building in which the Purchasers have any right in common with others.

2. Mutation:

- 2.1 The Purchaser/s shall after completion of the transfer of the apartment/s apply for and have the apartment separately assessed for the purpose of assessment of Panchayat/Municipal rates and taxes at his own cost within the stipulated time as provided by law.

3. Taxes & Impositions:

- 3.1 Until such time as the apartment be not separately assessed and/or mutated in respect of any tax or imposition the Purchasers shall bear and pay a proportionate share of rates and taxes.

- 3.2 Upon the mutation of the Apartment in the name of the Purchasers for the purpose of liability of any tax or imposition, the Purchasers shall pay wholly such tax or imposition, in respect of the Apartment and proportionately in respect of the common portions.
- 3.3 The "Taxes & Impositions" referred to in various sub causes of clause 3 immediately preceding shall include the land Revenue, Panchayat/Municipal rates and taxes, Municipal Surcharge, Multi storied Building Tax, Urban Land tax, Betterment Fees, Water tax, etc. and/or taxes of similar nature and/or other new taxes as may be imposed by the Govt. from time to time. Any tax & imposition payable till the date of possession to be paid by the Developer.

4. Management and Maintenance of the common portions:

- 4.1 On the Vendor's/Developer fulfilling the Vendor's/Developer obligations and covenants, the Purchaser/s and upon its formation the association shall manage, maintain and control the common portions and pay all common expenses and do all acts deeds and things as be necessary or expedient relating to common purposes.

5. Sinking Fund.

The Purchaser/s will be required to pay all such sums as may be determined to a fund called the Sinking fund for and towards the management and maintenance, repairs, upkeep of the Building and all other force able contingencies involving common expenses in the interest of safe, elegant and lawful management of the Building.

5.1 Repairs and Maintenance Fund and Sinking Fund:

The above two funds shall be created through Deposits raised from the purchasers/ owners of units.

5.1.1 Deposits for Repairs and maintenance.

- i) Deposit shall be made by the Purchasers/Owners of the apartments for and towards the repairs and maintenance of all common portions and common areas appertaining to the Buildings and the Premises.
- ii) The amount of such deposit by individual Purchasers/ Owner of apartment shall be decided proportionate to the carpet areas of the Apartment/s.
- iii) The fund created by the Deposit shall be invested for optimum return consistent with safety and security, and the return from such deposits shall be utilizing for the repairs, maintenance and up keeps of all the common portions and Areas pertaining to the Buildings and common portions and common areas pertaining to the apartment.
- iv) Proper records and accounts of such funds shall be maintained including the deployment and usage of the returns from such fund.
- v) Any surplus at the end of the year shall be retained in the fund. Any deficit or shortfall shall be contributed by the Purchasers/ Owners of the units proportionate to the super built-up areas of the respective apartments and as decided by the association. The decision of the association shall be final.

6. Title Deeds:

After formation of the association the Vendor/Developer shall hand over to the association the title deeds in respect of the premises as are in its possession and are in its safe custody or in the custody of any person or persons as the Vendor/Developer may in its absolute discretion think fit and proper. The association shall at the costs of the Purchasers arrange for inspection thereof and allow the Purchasers to take copies thereof and/or extracts there from as may be required by the Purchasers and shall also at like request and cost arrange for production of the same before such authorities as the Purchasers may reasonably require.

7. Additional, alteration & payment of betterment fees etc.

The Purchasers shall at Purchasers' cost wholly in case it relates to the apartment or any part thereof and/or common portions, make all alterations and/or additions as maybe

required to be made by the Panchayat/Municipal Corporation or other statutory body if any fees levies in respect of that building.

8. User of the units and common portions:

8.1 The purchasers shall at the Purchaser's own costs and expenses do the following:

8.1.1 Keep the apartment and every part thereof and all fixtures and fittings therein for the apartment properly painted and in good repairs and in a neat clean condition and as a decent respectable place;

8.1.2 Use the apartment and all common portions carefully peacefully and quietly;

8.1.3 Use and affix grill as specified by the Vendor/Developer or any other uniform grills considered by the Association.

8.2 The Purchasers shall not do following:

8.2.1 Obstruct the Vendor/Developer or the Association in its acts relating to common purposes;

8.2.2 Violate any of the rules and/or regulations laid down for the common purposes and of the users of the common portions.

8.2.3 Injure, harm or damage the common portions or any other apartment in the said building by making any alterations of withdrawing any support or otherwise;

8.2.4 Alter any portion, elevation or colour scheme of the building.

8.2.5 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portions save at the places indicated therefore;

- 8.2.6 Place or cause to be placed any article or object in the common portions;
- 8.2.7 Use the apartment or any part thereof for any purpose other than for the purpose for which it is meant;
- 8.2.8 Carry on or cause to be carried on any obnoxious injurious, noisy, dangerous, hazardous, illegal or immoral activity in or through the apartment or the common portions;
- 8.2.9. Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other apartments in the said Building and/or the other adjoining building or Buildings:
- 8.2.10. Use or allow the Apartment or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant of other public purposes:
- 8.2.11. Put up or affix any sign board, nameplate or other things or other similar articles in the common portions or outside walls of the apartment save at the place or places provided therefore or approved in writing by the developer provided that nothing contained herein shall prevent the purchasers from displaying a decent name plate outside the main door of the Apartment;
- 8.2.12. Obstruct or object to the Vendor/Developer using or allow in others to use, or in transferring of meaning any construction for any other like Purchases or Purchaser's on any part of the premises and/or the building save and except the purchasers unit and the common portions of the said Building as specified in the Schedule 'D';
- 8.2.13. Obstruct the Vendor/Developer in transferring or granting rights to any person on any part of the premises and/or the building which had been already

sanctioned by the competent authority excepting the purchasers' said Apartment as specified in the Schedule 'B';

- 8.2.14. Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Apartment;
 - 8.2.15. Keep any heavy articles or things which are likely to damage the floor of operate any machine save the usual home appliances;
 - 8.2.16. Install or keep or run any generator so as to cause nuisance to the occupant of the other portions of the said building;
9. Payments and Deposits:
- 9.1. The purchasers shall regularly and punctually pay the proportionate share of the common expenses and on the dates and in the manner elsewhere contained in these presents.
10. The Association:
- 10.1. The association shall alone be entitled to control and manage the said Building.
 - 10.2. Save any objection by the Vendor/Developer and the Association so incorporated no other person or persons, body or association shall have any rights whatsoever in the matter of control and/or management of the common portions of the said building or any matters relating to the said Building and/or Premises.
 - 10.3. No other association, association body or group shall be formed incorporated nor the same can be or will be recognized by any person or persons authority in relation to the affairs of the common portions or relating to the Building or premises, The Purchasers have agreed not to be member of any such association or body or group and the common portions and other matters relating to the said

building or premises shall only be controlled and managed by the majority of the flat/apartment owners and on incorporation by the association.

- 10.4. The purchasers have agreed not to be member of any association or body or person or persons formed or intended to be formed (other than the association incorporate by the majority of the co-owners).

IN WITNESS WHEREOF the parties hereto have executed and delivered these presents on the day month and the year as first above written.

SIGNED, SEALED & DELIVERED

In the presence of:

.....

Authorised Signatory of **SOUMITA REALTY AND INFRASTRUCTURE PVT. LTD.**
(Being the constituted Attorney of SUJAY MANDAL, SOUMENDRA NATH MONDAL, PRABIR KUMAR MONDAL, MANAT KUMAR MANDAL, BANDANA MONDAL, CHANDANA DAS, KAPAL KUNDALA MONDAL, BHARATI MANDAL, SUTAPA MONDAL, SUMITA MONDAL, SAMARESH MONDAL, KUMARESH MONDAL, SHIBANI MONDAL, SARBANI MONDAL, NAMITA MONDAL, ATANU MONDAL, SOMNATH MONDAL, ARPAN MONDAL, JAYITA SAWOO, M/S SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED, M/S ASL MARKETING PRIVATE LIMITED, M/S SOUMITA PROJECTS PVT. LTD.)

OWNERS/VENDORS

/M/S SOUMITA REALTY AND INFRASTRUCTURE PRIVATE LIMITED

PROMOTER/DEVELOPER

Authorised Signatory

.....



[PURCHASERS]

Drafted by:

F/

Advocate
High Court at Calcutta

WITNESSES

Signature: _____

Signature: _____

Name: _____

Name: _____

Father's Name: _____

Father's Name: _____

Address: _____

Address: _____

MEMO OF CONSIDERATION

RECEIVED of and from within named Purchasers the within mentioned sum **Rs.**
...../- (Rupeesd) only being the full Total price as per
Memo below.

/M/S BELLAGIO PROJECTS PRIVATE LIMITED

PROMOTER/DEVELOPER

Authorised Signatory

.....

WITNESSES:

Signature: _____

Signature: _____

Name: _____

Name: _____