

4856

2-04695/16



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

18AA 378198

Handwritten notes:
 215716
 A - 1/16544

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

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

02 MAY 2016

DEVELOPMENT AGREEMENT

1. Date : 2nd May 2016
2. Place : Kolkata
3. Parties :
- 3.1 ATANU MANDAL
[PAN AVCPM3249G]

Contd.....2

son of Biswanath Mandal, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Vill. Reckjoani, P.O. Rajarhat, P.S. Rajathar, Kolkata - 700 135, District North 24 Parganas, West Bengal.

SOMNATH MANDAL [PAN AVCPM3250H], son of Biswanath Mandal, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Vill. Reckjoani, P.O. Rajarhat, P.S. Rajathar, Kolkata - 700 135, District North 24 Parganas, West Bengal.

ARPAN MANDAL [PAN AYZPM4092R], son of Ajit Mondal, by faith - Hindu, by occupation - Service, by nationality - Indian, residing at Vill. Reckjoani, P.O. Rajarhat, P.S. Rajathar, Kolkata - 700 135, District North 24 Parganas, West Bengal.

JAYITA SAWOO [PAN ENXPS9028E], wife of Ranjan Kumar Sawoo, daughter of Ajit Mondal, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Vill. Reckjoani, P.O. Rajarhat, P.S. Rajathar, Kolkata - 700 135, District North 24 Parganas, West Bengal.

All hereinafter jointly and collectively called and referred to as the "**LANDOWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representative and assigns and nominee or nominees) of the **ONE PART**.

AND

3.2 **M/S SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED [PAN, AAVCS8044E], (CIN U45400WB2015PTC206452)** a Company incorporated under Companies Act, 1956, having its office at P-35, Motijheel Avenue, P.O.- Motijheel, P.S.- Dum Dum, Kolkata- 700 074, District North 24 Parganas, West Bengal, represented by its Director, **AMITABH ROY [PAN NO. ACGPR3774E]**, son of Sunil Kumar Roy, by faith - Hindu, by occupation - Business, by nationality - Indian,

Contd.....3

residing at D-302, City Centre, Block DC, Salt Lake City, P.O. Salt Lake City, P.S. North Bidhan Nagar, Kolkata - 700 064, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their executors, administrators, representative, and assigns) of the **OTHER PART**.

Landowners and the Developer collectively Parties and individually Party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-

4. Subject Matter of Development :

4.1 Development Project & Appurtenances :

4.1.1 Project Property : ALL THAT piece and parcel of a amalgamated plot of land measuring 4.50 (Four point Five Zero) decimal more or less of Danga land in R.S. Dag No. 1302 AND ALSO land measuring 26 (Twenty Six) decimal more or less of Bagan land in R.S. Dag No. 1303, in total a demarcated plot of land measuring 30.50 (Thirty point Five Zero) decimal be the same a little more or less equivalent to 18 (Eight) Cottah 7 (Seven) Chittack 11 (Eleven) Sq.ft. be the same a little more or less, under C.S. Dag- 1235 and 1236 under C.S. Khatian No. 1714, corresponding to R.S. Dag- 1302 and 1303 under R.S. Khatian No. 1693, corresponding to L.R. Dag No. 1302 and 1303 under L.R. Khatian Nos. 7270, 7299, 7203 & 7269, lying and situate at Mouza - Reckjoani, J.L. No. 13, Re. Sa. No. 198, Touzi No. 2998, Pargana - Kalikata, P.S. Rajarhat, A.D.S.R.O. Rajarhat, New Town, within the local limit of Rajarhat Bishnupur I No. Gram Panchayet, in the District North 24 Parganas, West Bengal, morefully described in the First Schedule hereinafter written.

Contd...../

5. **Background, Representations, Warranties and Covenants:**

5.1 **Representations and Warranties Regarding Title :** The Landowners have made the following representation and given the following warranty to the Developer regarding title.

5.1.1 **WHEREAS** during the Revisional Survey Settlement Records of Rights in 1956, one SUDHANYA MANDAL son of Late Gour Hari Mondal had been recorded 4 Annas share (2500 share) of land out of 09 Decimal comprised in R.S. Dag- 1302 under R.S. Khatian- 1693, previously C.S. Dag- 1235 under C.S. Khatian- 1714, and 5 Annas 6 Ganda 2 Kara 2 Kranti share i.e. $1/3^{\text{rd}}$ share (3333 share) of land out of 26 Decimal comprised in R.S. Dag- 1303 under R.S. Khatian- 1693, previously C.S. Dag- 1236 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 he became the Owners of the said property.

5.1.2 **AND WHEREAS** the said SUDHANYA MANDAL son of Late Gour Hari Mondal, was enjoying the right, title, interest and possession of his undivided 4 Annas share (2500 share) measuring 02.25 Decimal comprising in R.S. Dag- 1302 under R.S. Khatian- 1693, previously C.S. Dag- 1235 under C.S. Khatian- 1714 and 5 Annas 6 Ganda 2 Kara 2 Kranti share i.e. $1/3^{\text{rd}}$ share (3333 share) 8.66 Decimal comprising in 1236 under C.S. Khatian- 1714 corresponding to R.S. Dag- 1302 and 1303 under R.S. Khatian- 1693 respectively in the Mouza- Reckjoani, died intestate, leaving behind his 02 (two) sons namely, 1) BISWANATH MANDAL and 2) AJIT KUMAR MANDAL as his only legal heirs and successors.

5.1.3 **AND WHEREAS** the said AJIT KUMAR MANDAL & ORS were enjoying their right, title, interest and possession in respect of the said $1/4^{\text{th}}$ and $1/3^{\text{rd}}$ share ALL THAT landed property measuring 06 Decimal and 26 Decimal comprising in C.S. Dag- 1235 and 1236 under C.S. Khatian- 1714 corresponding to R.S. Dag- 1302 and 1303 respectively under R.S. Khatian- 1693 in the Mouza- Reckjoani, mutually partitioned

Contd.....5

their property by virtue of a DEED OF PARTITION 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) BISWANATH MANDAL and 2) AJIT KUMAR MANDAL, the party of the Third Part therein was allotted Schedule "GHA", plot "C1 & C2" property i.e. Land measuring more or less 04.50 Decimal out of 09 Decimal i.e (5000 Share) in C.S. Dag- 1235 corresponding to R.S. Dag- 1302, and 26 Decimal out of 26 Decimal i.e. (10000 Share) in C.S. Dag- 1236 corresponding to R.S. Dag- 1303, 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).

- 5.1.4 **AND WHEREAS** the said 1) BISWANATH MANDAL and 2) AJIT KUMAR MANDAL both sons of Late Sudhanya Mandal became the Owners, occupier, seized and possessed of and/or otherwise well and sufficiently entitled to undivided equal share of ALL THAT landed property measuring 04.50 Decimal out of 09 Decimal i.e (5000 Share) in R.S. Dag- 1302, and 26 Decimal out of 26 Decimal i.e. (10000 Share) in R.S. Dag- 1303, 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), by way of Deed of Partition.
- 5.1.5 **AND WHEREAS** during the L.R Settlement Records of Rights, L.R. Dag no- 1302 and 1303 under L.R. Khatian no- 2675 and 2676, in Mouza- Reckjoani, J.L. no- 13, Police Station- Rajarhat, had been recorded in the name of the said 1) BISWANATH MANDAL and 2) AJIT KUMAR MANDAL, in respect of their undivided 2500 share out of 10000 share i.e. 2.25 Decimal in respect of 09 Decimals and 5000 share out of 10000 share i.e. 13 Decimals in respect of 26 Decimals each 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 Owners of the said property.
- 5.1.6 **AND WHEREAS** the said 1) BISWANATH MANDAL and 2) AJIT KUMAR MANDAL, both son of Late Sudhanya Mandal, was enjoying the right, title, interest

and possession of ALL THAT landed property measuring 30.5 Decimal comprising in C.S. Dag- 1235 and 1236 under C.S. Khatian- 1714 corresponding to R.S. Dag- 1302 and 1303 under R.S Khatian- 1693 corresponding to L.R. Dag- 1302 and 1303 under L.R Khatian- 2675 and 2676 in the Mouza- Reckjoani, executed 04 (four) nos. of Deed of Gift in favour of 1) JAYITA SAWOO, 2) ATANU MONDAL, 3) SOMNATH MONDAL and 4) ARPAN MANDAL respectively on 03.12.2014 and registered in the office of A.D.S.R. Rajarhat, and the donee had duly accepted the gift, which are as follows:-

<u>Donee</u>	<u>Donor</u>	<u>Deed Details</u>	<u>Land Area [Decimal]</u>	<u>L.R. Dag</u>	<u>L.R. Khatian</u>
Jayita Sawoo	Ajit Kr. Mandal	Book-I, Volume-22, Pages 2817 to 2834, Being No. 13368, Year 2014.	5	1303	2676
Atanu Mandal	Biswanath Mandal Ajit Kr. Mandal	Book-I, Volume-22, Pages 2835 to 2857, Being No. 13369, Year 2014.	8	1303	2675
Somnath Mandal	Biswanath Mandal Ajit Kr. Mandal	Book-I, Volume-22, Pages 2883 to 2905, Being No. 13370, Year 2014.	2.25	1302	2675
			3	1303	2675
			2.25	1302	2676
Arpan Mandal	Biswanath Mandal Ajit Kr. Mandal	Book-I, Volume-22, Pages 2906 to 2930, Being No. 13371, Year 2014	3	1303	2675
			8	1303	2676

5.1.7 **Record by Jayita Sawoo & Others :** The said Jayita Sawoo recorded her name in the L.R. Settlement, in L.R. Khatian No. 7270, in respect of her share out of the aforesaid property and also the said Atanu Mandal recorded his name in the L.R.

Contd.....7

Registered Development Power of Attorney : For the smooth running of the said project, the Landowners herein agreed to execute a registered Power of Attorney, by which the Landowners herein have appointed and nominated the said M/s. Soumita Realty & Infrastructure Pvt. Ltd., Developer herein, as their Constituted Attorney, to act on behalf of the Landowners.

7.

Desire of Development of the Land & Acceptance : The said Jayita Sawoo, Atanu Mondal, Somnath Mondal & Arpan Mondal, Landowners herein expressed their desire to develop the aforesaid plot of land more fully described in the First Schedule hereunder written, by constructing a multi-storied building thereon, and the present Developer accepted the said proposal and the present Landowners have decided to enter into this present Development Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written.

6.

Absolute Ownership of Jayita Sawoo & Others : Thus the said Jayita Sawoo, Atanu Mondal, Somnath Mondal & Arpan Mondal became the absolute joint Owners of ALL THAT piece and parcel of a amalgamated plot of land measuring 4.50 (Four point Five Zero) decimal more or less in R.S. Dag No. 1303, in total 30.50 (Thirty point Five Zero) decimal more or less in R.S. Dag No. 1302 and also 26 (Twenty Six) Chittack 11 (Eleven) Sq. ft. be the same a little more or less, under R.S. Khatian No. 1693 corresponding to L.R. Khatian Nos. 7270, 7299, 7203 & 7269, lying and situate at Mouza - Reckjoani, J.L. No. 13, Re. Sa. No. 198, Touzi No. 2998, Pargana - Kalikata, P.S. Rajarhat, A.D.S.R.O. Rajarhat, New Town, within the local limit of Rajarhat Bishnupur I No. Gram Panchayat, in the District North 24 Parganas, West Bengal, more fully described in the First Schedule hereunder written.

5.1.8

Settlement, in L.R. Khatian No. 7299, in respect of his share out of the aforesaid property and also the said Somnath Mondal recorded his name in the L.R. Settlement, in L.R. Khatian No. 7203, in respect of his share out of the aforesaid property and also the said Arpan Mondal recorded his name in the L.R. Khatian No. 7269, in respect of his share out of the aforesaid property.

8. **DEFINITION :**

- 8.1 **Building :** Shall mean multi storied building so to be constructed on the project property.
- 8.2 **Common Facilities & Amenities :** Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift areas, community hall, swimming pool, meter room and other facilities, staircase, lobby which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- 8.3 **Saleable Space :** Shall mean the space within the building, which is to be available as an unit /flat for independent use and occupation in respect of Landowners' Allocation & Developer's Allocation as mentioned in this Agreement.
- 8.4 **Land Owners' Allocation:** The Owners is and shall be fully and completely entitled to 42% share of the total constructed area of the proposed new residential building of the Project, along with 42% car parking space as per the drawing of proposed plan to be provided by the architect.
- 8.5 **Developer's Allocation:** The Developer shall be fully and completely entitled to all the remaining 58% area of the constructed area of the proposed new residential building of the Project along with 58% car Parking Space as per the drawing of proposed plan to be provided by the architect.
- 8.6 **Architect / Engineer:** Shall mean such person or persons being appointed by the Developer.
- 8.7 **Transfer**
- 8.7.1 **Transfer of Developer's Allocation:** In consideration of the Developer constructing and handing over the Owners' Allocation to the Owners and meeting other obligations towards the Owners, the Owners shall execute deeds of conveyances of the undivided share in the land contained in the said Property and the Building Plans as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer. Such execution of conveyances shall be through the Developer exercising the powers and authorities mentioned in Clause 10.8 hereinafter mentioned.

- 8.7.2 **Transfer of Owners Allocation:** The Owners shall transfer their respective allocated portion at any price as they deemed fit and proper.
- 8.8 **Building Plan:** Shall mean such plan or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the concerned authority.
- 8.9 **Built up Area:** Here Built up area means, the area in which the flat has been built. It includes carpet area of the flat plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.
- 8.10 **Total Covered Area:** Here total covered area means, built up area of the flat plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.
- 8.11 **Super Built up Area (For any Individual Unit):** Here super built up area means the total covered area plus service area.
- 8.12 **Selling Rate:** The selling rate of the units/flats/apartments will be fixed by the Developer without any permission or consultation with the Land Owners.
9. **LANDOWNERS' RIGHT & REPRESENTATION:**
- 9.1 **Indemnification regarding Possession & Delivery :** The Land Owners are now seized and possessed of and / or otherwise well and sufficiently entitled to the project property in as is where is basis and shall deliver physical as well as identical possession to the developer, to develop the project property, immediately after the registration of this present and shall enable the developer to have the free access and exclusive physical control over the project area during the construction period. The Land Owners shall in no way intervene, obstruct or interfere with the construction work during the period of construction and hereby indemnify the developer for the same.
- 9.2 **Genuineness of title Free from Encumbrance:** The Land Owners hereby undertake that the schedule property is free from all encumbrances and also about the genuineness of the title of the said schedule property as mentioned hereinafter, provided by the Land Owners. The Land Owners have marketable title in respect of the said schedule

property. The Owners hereby indemnify and agree to keep the developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) to be suffered by the developer in due course of implementing the project for any successful claim by any third party for any defect in title of the said property or any of the misrepresentation regarding the title of the subject schedule property provided by the Owners to The Developer and in such case the Land Owners indemnify The Developer against any loss being incurred for such incorrect information causing stoppage of the project. It is further noted that the Land Owners hereby undertake that if any litigation is filed for a third party right in the said schedule property before any legal forum it will be treated as a sufficient cause for the delay of the constructional work and in such case the developer shall not be held responsible or liable in any manner whatsoever for non-completion of the said project work within the time duration as specified in clause 18.1.

10. **DEVELOPER'S RIGHTS :**

- 10.1 **Authority of Developer:** The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement and in such case the Land Owners shall not have any objections in respect of the action taken by the developer.
- 10.2 **Right of Construction:** The Land Owners hereby grant permission of an exclusive right to the Developer to build new building upon the project property.
- 10.3 **Construction Cost:** The Developer shall carry total construction work of the present building at their own costs and expenses. No liability on account of construction cost will be charged from Landowners' Allocation.
- 10.4 **Booking & Agreement for Sale:** Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possession/area will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Landowners as a Registered Power of Attorney Holder. All the sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and shall issue money receipt in their own name but without creating any liability on the Landowners.

Contd.....11

- 10.5 **Profit & Loss :** The profit & loss, earned from the project will be restricted to the developer's allocation only and shall be received or borne by the developer and the Landowners shall not have any rights to such profit & loss in any manner whatsoever.
- 10.6 **Possession to the Landowners :** On completion of the project, the Developer will handover undisputed possession of the Landowners Allocation Together With all rights of the common facilities and amenities to the Landowners with Possession Letter.
- 10.7 **Possession to the intending purchaser/s:** On completion of the project, the Developer will handover possession to the intending purchaser/s, possession letters will be signed by the Developer as the representative and Power of Attorney holder of the Landowners.
- 10.8 **Deed of Conveyance:** The Deed of Conveyance of Developer's Allocation, will be signed by the Developer on behalf of and as representative and registered Power of Attorney Holder of the Landowners.

11. **CONSIDERATION:**

- 11.1 **Permission against Consideration:** The Landowners grant permission for exclusive right to construct the proposed building in consideration of Landowners Allocation to the Developer.

12. **DEALING OF SPACE IN THE BUILDING:**

- 12.1 **Exclusive Power of Dealings of Landowners :** The Owners shall be exclusively entitled to the Owners' Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Owners deem appropriate, and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Owners' Allocation. It is clearly understood that the dealings of the Owners with regard to the Owners' Allocation shall not in any manner, fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owners' Allocation shall be subject to the other provisions of this Agreement.

- 12.2 **Exclusive Power of Dealings of Developer:** The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owners. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement.

13. **POWER AND PROCEDURE :**

- 13.1 We, the said Jayita Sawoo, Atanu Mondal, Somnath Mondal & Arpan Mondal, Landowners/Executants/Principals herein, are executing this present Registered Power of Attorney revocable up to the period of completion of the project in writing in favour of the Developer including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance for Developer's Allocation, and for this purpose, we are hereby appointing, nominating and constituting the said M/s. Soumita Realty & Infrastructure Pvt. Ltd., Developer herein, as our constituted attorney, to do, act and represent myself in our names and on our behalf, as follows :

- (a) To appear and represent before the authorities of Rajarhat Bishnupur I No. Gram Panchayat, CESC Ltd./W.B.S.E.D.C.L., Income Tax Department Authorities, under the Town and Country Planning Act, Airport Authority of India, Assurance of Calcutta, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of new building/s and do all the needful as per the terms and conditions mentioned in this present Agreement for Development, for allotment/registration and sale of flats, shops, garage spaces of Developer's Allocation.
- (b) To apply, obtain electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and / or alteration of the development, plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary

authorities and to appoint Engineers, Architects and other Agents and Sub-Contractor for the aforesaid purpose as the said Developer/Attorney may think fit and proper.

- (c) To manage and maintain the said premises including the building/s to be constructed thereon.
- (d) To sign, verify and file applications, forms, building plans and revised building plans for multi storied building/s, deeds, documents and papers in respect of said premises before Rajarhat Bishnupur 1 No. Gram Panchayat or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building/s over and above the said premises.
- (e) To pay all Panchayet and other Statutory Taxes, Rates and charges in respect of the said land and premises on our behalf and in our names as and when the same will become due and payable.
- (f) To enter in to any Agreement for Sale, Memorandum of Understanding and / or to execute deed of amalgamation with neighbor's plot of land of the schedule property and / or any other instruments and deeds & documents in respect of sale of flat/s, units and / or car parking spaces within Developer's Allocation in the proposed building/s in favour of the intending purchaser/s in terms of the present Agreement for Development. To take finance/loan in his/their name (Developer's name) or in the name of intending purchaser/s from any financial concern by depositing and mortgaging flat/flats/shops/garages from Developer's Allocation and to sign in the papers and documents for the said purpose. To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and / or Deed of Conveyance, and / or any other instrument and document in respect of sale of flat/s, shop/s, units and / or car parking spaces in the proposed building/s in favour of the intending purchaser/s relating to Developer's Allocation.
- (g) To receive the consideration money in cash or by cheque / draft from the intending purchaser or purchasers for booking of flat/s, shops/garages or units or car parking spaces relating to Developer's Allocation and to grant receipts thereof and to give full discharge to the purchaser/s as lawful representative within Developer's Allocation in the said new building.

- (h) To do all the needful according to the condition mentioned in this present Agreement for Development regarding negotiation, agreement / contact for sale of flats, garages, covered spaces and car parking spaces within the Developer's Allocation.
- (i) To instruct the Ld. Advocate / Ld. Lawyer for preparing and / or drafting such agreements, instruments, deeds & documents and other such papers as per the terms and conditions agreed upon by both the parties in this present Agreement for Development, as may be necessary for the purpose for sale of the flats / units and car parking spaces in the said building/s relating to Developer's Allocation in the said premises.
- (j) To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning the said premises or any part or portion thereof.
- (k) To sign, declare and / or affirm any Complaint, Written Statement, Petition, Affidavit, Verification, Vokalatnama, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to the said premises or in any way connected therewith, arising out of the agreements and relating to the construction to be made in the premises and in case of any claim in title to be filed by any third party.
- (l) That Attorney/Developer will take all the necessary steps before the proper Registering Officer by signing, presenting and executing proper Agreements for Sale / Deeds of Conveyance in favour of any intending purchasers of Developer's Allocation.
- (m) For all or any of the purposes herein before stated and to appear and represent us before all concerned authorities having jurisdiction over the said premises as per the condition mentioned in this present Agreement.
- (n) The Attorney/Developer will do the aforesaid acts, deeds and things regarding development of the land mentioned in the schedule of this present Agreement for Development.

14. NEW BUILDING:

- 14.1 **Completion of Project :** The Developer shall at their own costs construct, and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.
- 14.2 **Installation of Common Amenities :** The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd./ W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on Ownership basis and as mutually agreed upon.
- 14.3 **Architect Fees etc. :** All costs, charges and expenses including Architect's fees, Engineer's fees, plan / revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowners shall bear no responsibility in this context and in this respect as well as on that accounts.
- 14.4 **Panchayat Taxes & Other Taxes of the Property :** The Landowners shall pay and clear up all the arrears on account of Panchayat taxes and outgoing of the said property up to the date of this agreement. And the Developer will pay all taxes from the date of execution of these presents till the date of completion of the construction and allocation.
- From the date of completion and allocation of the floor area between the Landowners and the Developer the Panchayat taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Landowners, by the Developer and / or their nominees and the Landowners and / or their nominee / nominees respectively.
- 14.5 **Upkeep Repair & Maintenance :** Upkeep repair and maintenance of the said building and other erection and / or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

15. **PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNERS:**

15.1 **Delivery of Possession:** As soon as the building will be completed, the Developer shall give written notice to the Landowners requiring the Landowners to take possession of the Landowners' Allocation in the building and certificate of the Architect/L.B.S of the Authority being provided to that effect.

15.2 **Payment of Panchayat Taxes :** Within 30 days from the delivery of possession of Landowners' Allocation and at all times there after the Landowners shall be exclusively responsible for payment of all Panchayat and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowners' Allocation only.

15.3 **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the Landowners shall also be responsible to pay and bear and shall pay to the Developer / Flat Owners Association, the service charges for the common facilities in the new building payable in respect of the Landowners' Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

16. **COMMON RESTRICTION:**

16.1 **Restriction of Landowners and Developer in common :** The Landowners' Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-

16.1.1 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.

- 16.1.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous written consent of the other in this behalf.
- 16.1.3 Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and / or breach of any of the said laws, byelaws and regulation.
- 16.1.4 The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from and against the consequence of any breach.
- 16.1.5 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- 16.1.6 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.
- 16.1.7 The Landowners shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon the Landowners' Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and / or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

17. LANDOWNERS' OBLIGATION:**17.1 No Interference:**

The Landowners hereby agree and covenant with the Developer:

- i) Not to cause any interference or hindrance in the construction of the building commenced by the Developer in any manner whatsoever.
- ii) Not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and / or disposing of any of the Developer's allocated portion in the building at any point of time during or after the construction work.
- iii) Not to let out, grant, lease, mortgage and / or charge the said property or any portion thereof.

17.2 Land Ceiling Clearances: To approach all concerned authorities under the urban land (Ceiling and regulation) Act, 1976 for the purpose of obtaining exemption under section 20 thereof in respect of the said property and for that purpose to sign such applications, papers, writings, undertakings, as may be required and to carry out correspondence with the authorities concerned, to appear before them and also to prefer appeals from any order of the competent authority or any authority made under the provisions of the said Act.

17.3 No Obstruction in Construction: The Owners covenant not to cause any interference or hindrance in the construction of the Project and/or amalgamations of the project with inter surrounding lands for the mutual benefit of the said Owners and the said Developer.

17.4 Delivery of Possession of Land: The Owners doth hereby also deliver to the Developer the said Property demarcated by tin boundary for the purpose of commencement of the Project, at the time of the registration of these presents. Boundary cost will be borne by the Developer.

17.5 Service Tax : The Owners will be liable to pay income tax, wealth tax and service tax for their allocation.

18. DEVELOPER'S OBLIGATIONS :

- 18.1 Time Schedule of Handing Over Landowners' Allocation:** The Developer hereby agrees and covenants with the Landowners to handover Landowners' Allocation (morefully described in the Second Schedule hereunder written) within 54 (Fifty Four) months from the date of execution of this present development agreement. The Landowners also permit the Developer a grace period of 6 (Six) months more to handover the Landowners' Allocation. Provided the said project is not stopped by any act of force majeure clause as mentioned in clause 22 herein after and by any reason mentioned in clause 9.1 and 9.2 herein before.
- 18.2 Penalty :** If the Landowners' Allocation will not be delivered within the stated period, except for the reasons mentioned in clause 18.1 then the Developer shall be liable to pay Rs. 18,000/- (Rupees Eighteen Thousand) only per month to the Landowners as demurrage.
- 18.3 No Violation:** The Developer hereby agrees and covenant with the Landowners
- i) Not to violate or contravenes any of the provisions of rules applicable to construction of the said building.
 - ii) Not to do any act, deed or thing, whereby the Landowners are prevented from enjoying, selling, assigning and / or disposing of any Landowners' Allocation in the building at the said premises vice versa.
- 18.4 Permission for Construction Finance:** The Developer shall be entitled to take loans and finance for development and construction of the said Project from any Financer including but not limited to Bank, Financial institutions or any other authority by way of creating mortgage in respect of Developer's Allocation without however creating any security over Owners' Allocation for which the Owners shall deposit title deeds of the Property with such Financer and same shall be returned to the Owners after the said Loans are duly paid off by the Developer leading to release of Title Deeds by the said Financer.
- 18.5 Service Tax:** The Developer will be liable to pay income tax, wealth tax and service tax for their allocation.

19. LANDOWNERS' INDEMNITY

The Landowners hereby indemnify and agree to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the said Property or for any of the Representations in respect of title of the property and its non encumbrances rendered by the Owners being incorrect and hereby the Landowners further indemnify the developer against any loss, damage or liability (whether criminal or civil) being incurred by the developer for such incorrect information's causing stoppage of the said project work. It is further undertaken by the Landowners that if any litigation is filed for a third party right in respect of the subject project property, (morefully and clearly stated in the schedule written herein below) before any legal forum it will be treated as a sufficient cause for delay of the construction work and in such case the developer shall not be held responsible in any manner whatsoever for non completion of the said project work within the time duration as specified in the clause 18.1

20. DEVELOPER'S INDEMNITY:

The Developer hereby undertake to keep the Landowners indemnified against third party claiming and actions arising out of any sort of act of occupation commission of the Developer in relation to the construction of the said building against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and / or for any defect therein.

21. MISCELLANEOUS:

21.1 Contract Not Partnership: The Landowners and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Landowners' and the Developer in any manner nor shall the parties hereto be constituted as association of persons.

21.2 Not specified Premises: It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the

Developer may need the authority of the Landowners and various applications and other documents may be required to be signed or made by the Landowners related to which specific provisions may not have been mentioned herein. The Landowners hereby undertake to do all such legal acts, deeds, matters and things as and when required and the Landowners shall execute any such additional power of attorney and / or authorisation as may be required by the Developer for any such purposes and the Landowners also undertake to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowners and / or against the spirit of these presents.

- 21.3 **Not Responsible** : The Landowners shall not be liable for any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 21.4 **Process of Issuing Notice** : Any notice required to be given by the Developer to the Landowners shall without prejudice to any other mode of service available be deemed to have been served on the Landowners if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowners if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- 21.5 **Formation of Association** : After the completion of the said building and receiving peaceful possession of the allocation, the Landowners hereby agree to abide by all the rules and regulations to be framed by any society / association / holding organization and / or any other organization, who will be in charge or such management of the affairs of the building and / or common parts thereof and hereby given their consent to abide by such rules and regulations.
- 21.6 **Name of the Building** : The name of the building shall be given by developer in due course.
- 21.7 **Right to borrow fund** : The Developer shall be entitled to borrow money at his/their risk and responsibility from any bank or banks or any financial institution without creating

any financial liability of the Landowners or effecting their estate and interest in the said premises it being expressly agreed and understood that in no event the Landowners nor any of their estate shall be responsible and / or be made liable for payment of any due to such bank or banks and the developer shall keep the Landowners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

21.8 **Documentation:** The Landowners delivered all the Xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the Landowners will bound to produce documents in original before any competent authority for inspection.

21.9 **Severance**

Partial Invalidity: If any provision of this Agreement or the application thereof to any circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties here to undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

22. **FORCE MAJEURE:**

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, any litigation filed for a third party right in respect of the schedule property, delay in obtaining statutory permission/approval from the Concern Govt. Department/

authorities and/or any other act of commission beyond the reasonable control of the parties hereto.

23. **DISPUTES:**

Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:

Constitution of Arbitral Tribunal: The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Landowners.

Place: The place of arbitration shall be Kolkata only.

Binding Effect: The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

24. **JURISDICTION:**

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

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Land]

ALL THAT piece and parcel of a amalgamated plot of land measuring **4.50 (Four point Five Zero) decimal** more or less of Danga land in R.S. Dag No. 1302 AND ALSO land measuring **26 (Twenty Six) decimal** more or less of Bagan land in R.S. Dag No. 1303, in total a demarcated

plot of land measuring 30.50 (Thirty point Five Zero) decimal be the same a little more or less equivalent to 18 (Eight) Cottah 7 (Seven) Chittack 11 (Eleven) Sq.ft. be the same a little more or less, under C.S. Dag- 1235 and 1236 under C.S. Khatian No. 1714, corresponding to R.S. Dag- 1302 and 1303 under R.S. Khatian No. 1693, corresponding to L.R. Dag No. 1302 and 1303 under L.R. Khatian Nos. 7270, 7299, 7203 & 7269, lying and situate at Mouza - Reckjoani, J.L. No. 13, Re. Sa. No. 198, Touzi No. 2998, Pargana - Kalikata, P.S. Rajarhat, A.D.S.R.O. Rajarhat, New Town, within the local limit of Rajarhat Bishnupur I No. Gram Panchayet, in the District North 24 Parganas, West Bengal. The plot of land is butted & bounded as follows :-

ON THE NORTH	:	R.S./L.R. Dag No. 1302 (P) & 1265 and 4 ft. Wide Common Passage.
ON THE SOUTH	:	R.S./L.R. Dag Nos. 1306 & 1305.
ON THE EAST	:	R.S./L.R. Dag Nos. 1301 & 1304 and 4 ft. Wide Common Passage.
ON THE WEST	:	R.S./L.R. Dag Nos. 1309 & 1307.

THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNERS' ALLOCATION : The Landowners hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of multi storied building over and above the same will be entitled to have the allocation in the manner as follows :-

The Landowners' Allocation will be allotted as follows :-

1. The Landowners will jointly get 42% (Forty-two percent) of the constructed area in form of self contained flats/shops/garages including proportionate share of common area, common facilities and common amenities in the proposed building. Later on, after preparation of the Floor Plan, the flats/shops/garages will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowners along with a Supplementary Development Agreement (if any) denoting the flats/shops/garages within the purview of their Landowners' Allocation. And this Supplementary Development Agreement will be treated as part and parcel of this present Development Agreement.

Later on, if the Floor Plan will be changed after preparation and execution of aforementioned Supplementary Development Agreement, then a fresh Supplementary Development Agreement will be executed on the basis of the rectified Landowners' Allocation and the said Supplementary Development Agreement will be treated as part and parcel of this present Development Agreement, along with the previous Supplementary Development Agreement.

2. The Landowners will jointly get Rs. 20,00,000/- (Rupees Twenty Lakh) only as refundable security deposit in following manner :

1. Somnath Mondal will get Rs. 5,00,000/- (Rupees Five Lakh) only.
2. Atanu Mondal will get Rs. 5,00,000/- (Rupees Five Lakh) only.
3. Arpan Mandal will get Rs. 5,00,000/- (Rupees Five Lakh) only.
4. Joyita Sawoo will get Rs. 5,00,000/- (Rupees Five Lakh) only.

The amount will be paid by the Developer to the Landowners at the time of signing this present Development Agreement simultaneously at the time of executing registered Power of Attorney in favour of the Developer herein. The aforesaid security deposit will be refunded by the Landowners to the Developer at the time of handing over of possession of their Landowners' Allocation.

3. It is also settled that except the Landowners' Allocation as described above, the Landowners will not get any area for the construction of the multi storied building, so to be constructed by the present Developer on the total amalgamated plot of land including the land of the present Owners. The other areas will be the exclusive treated as Developer's Allocation.
4. The flats will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.
5. The Landowners give permission to amalgamate the land with their neighbor's plot of land.

THE THIRD SCHEDULE ABOVE REFERRED TO
[Developer's Allocation]

DEVELOPER'S ALLOCATION : Shall mean the remaining 58% (Fifty-Eight percent) of the constructed area of all the remaining portion of the entire building (excluding Landowners' Allocation as described above) including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developer and together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser / purchasers teamsters, by and mode of Transfer of Property Act and / or lease, let out, or in any manner may with the same as the absolute Owners thereof.

THE FOURTH SCHEDULE ABOVE REFERRED TO
[Specifications]

1. STRUCTURE : R.C.C. Frame structure, design approved by the competent authority.
2. EXTERNAL WALL : Weathercoat finish
3. INTERNAL WALL : Cement Plaster over Brick Wall, POP
4. FLOORING : Vetrified tiles flooring of 2 X 2 ft.
5. BATH ROOM : Floor - Anti skid Tiles, Dado - Ceramic Tiles upto 7ft height,.
6. KITCHEN :
 Floor - Vetrified tiles flooring of 2 X 2 ft.
 Wall - ceramic tiles upto 2ft height on all-around wall over granite counter,
 Cooking platform - Granite slab with stainless still sink with tap
 Water purifier point, exhaust fan point and chimney point.
7. TOILET : Floor - Anti skid Tiles,
 Dado - Ceramic Tiles upto 7ft height,.
 CP fittings of reputed make with commode and basin
 Sanitaryware - Hindware/ Parryware or equivalent
 One wash hand basin in dining space of flat.
8. MAIN DOOR : Laminated Flash door with lock of reputed make

Contd.....27

9. OTHER DOORS : Flush doors with Enamel Paint. Locks, Handles and Hinges of good make. Peep hole on main entrance door.
9. WINDOWS : Aluminium Channel window with full glass panel.
10. WATER SUPPLY: Water supply around the clock is assured for which necessary Submersible Pump will be installed.
11. PLUMBING : Toilet concealed wiring with two bibcock, one shower, in toilet, all fittings are standard quality.
12. VERANDAH : Verandah grill (half) will be fully covered.
13. LIFT : Four persons capacity lift will be provided in the project.

ELECTRICAL WORKS :

1. Full concealed wiring with copper wire.
2. In Bed Room : Two light points, only one 5 amp. plug point, one fan point & one A.C. Point.
3. Living/Dining Room : Two light points, one Fan point, one 5 amp. plug, one 15 amp. plug (as per required location).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point.
5. Toilet : One light point, one 15 amp. plug point, one exhaust fan point & one Gyzzer point.
6. Verandah : One light point & One 5 amp. plug point.
7. One light point at main entrance.
8. Calling bell: One calling bell point at the main entrance.

PAINTING:

- a) Inside wall of the flat will be finished with plaster of paris and external wall with Weathercoat finish.
- b) All door and windows frame and shutter painted with two coats white primer.

EXTRA WORK: Any work other then specified above would be regarded as extra work for which separate payment is required to be paid.

IN WITNESS WHEREOF the parties hereto have set and subscribe their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

in the presence of :

1. Pinaki Boistors

D-302, City Centre
Salt Lake
Kolkata - 700 064

Atanu Mandal
Atanu Mandal

2. Subhjit Sinha

D-302 City Centre
Salt Lake,
Kolkata - 700 064

Somnath Mandal
Somnath Mandal

Arpan Mandal
Arpan Mandal

Jayita Sawoo
Jayita Sawoo
Landowners

Drafted By :

For Pinaki Chattopadhyay & Associates,

Advocates,

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700 157,

Ph. : 2570 8471.

Composed By :

Gopa Dasgupta
Gopa Dasgupta,

Teghoria Main Road,

Kolkata - 700 157.

SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED

Amitabh Roy
DIRECTOR

Amitabh Roy

Director of M/s. Soumita Realty

& Infrastructure Private Limited

Developer

Contd.....29

MONEY RECEIPT

We, received on or before the date of execution of this present Development Agreement, Rs. 20,00,000/- (Rupees Twenty Lakh) only from the present Developer, in accordance with this present Agreement for Development and also confirm the present agreement.

<u>Cash/Cheque No.</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>In favour of</u>	<u>Amount</u>
214773	30.04.2016	AXIS BANK LTD. BAGIATI	ATANU MONDAL	Rs. 5,00,000/-
214772	30.04.2016	AXIS BANK LTD. BAGIATI	SOMNATH MONDAL	Rs. 5,00,000/-
214774	30.04.2016	AXIS BANK LTD. BAGIATI	ARPAN MONDAL	Rs. 5,00,000/-
214775	30.04.2016	AXIS BANK LTD. BAGIATI	JOYITA SAWOO	Rs. 5,00,000/-
TOTAL -				Rs. 20,00,000/-

Witnesses :-

1. Pinaki Mishra
D-302, City Centre
Salt Lake
KOL- 700 064
2. Subhjit Sinha
D-302 City Centre
Salt Lake Kolkata
700064.

Atanu Mondal
Atanu Mandal

Somnath Mondal
Somnath Mandal

Arpan Mandal
Arpan Mandal

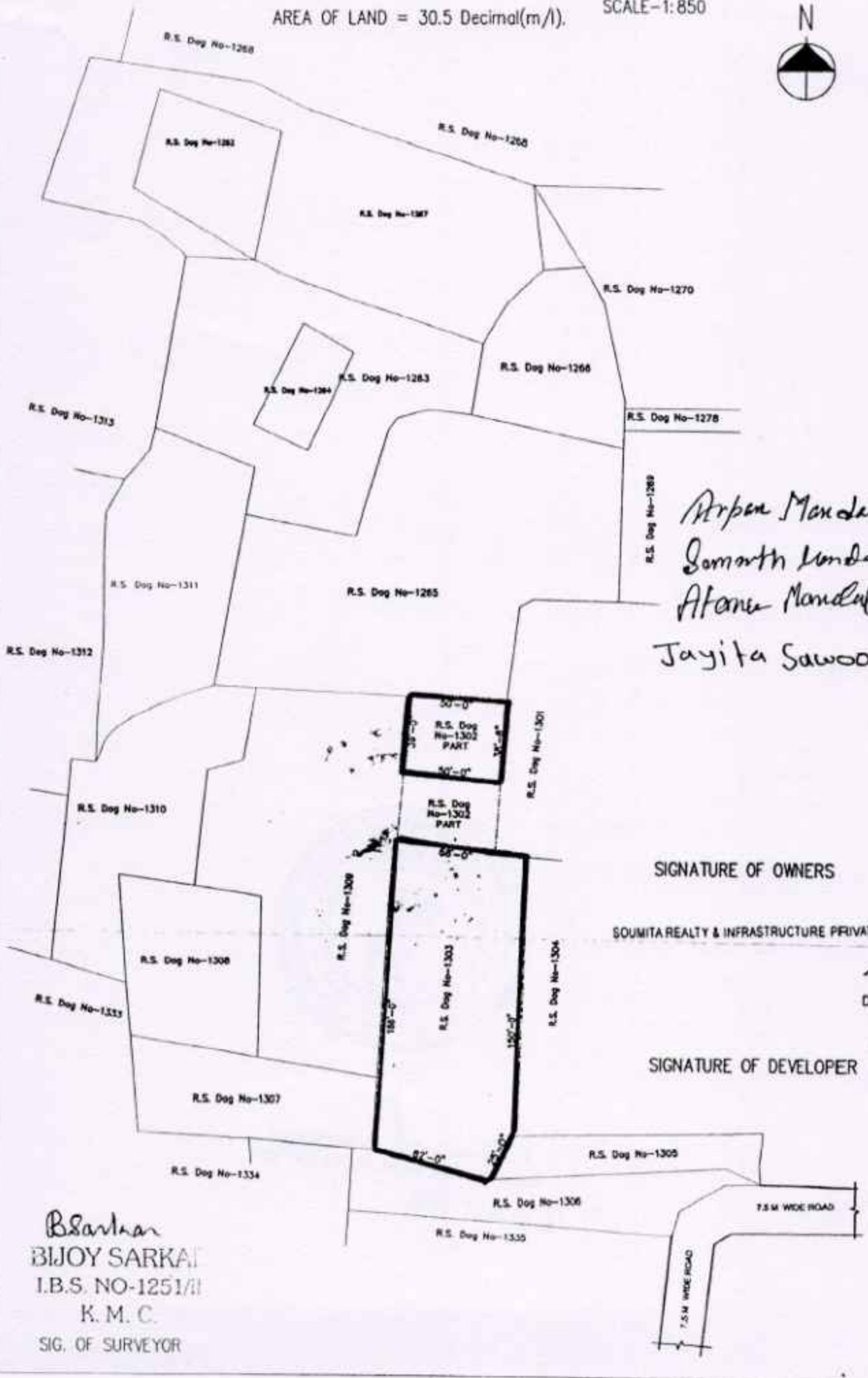
Jayita Sawoo
Jayita Sawoo
Landowners

Atanu Mondal
 Somnath Mandal
 Arpan Mandal
 Jayita Sawoo
 Landowners

SITE PLAN SHOWN THE PLOT OF LAND AT R.S. DAG NO- 1303 & 1302(P), UNDER R.S. KHATIAN NO- 1693, CORRESPONDING TO L.R. DAG NO- 1303 & 1302(P), L.R. KHATIAN NO- 7203, 7269, 7270 & 7299 IN MOUZA - RECKJUANI, J.L. NO- 13, R.S. NO- 198, IN RAJARHAT BISHNUPUR 1 NO - GRAM PANCHAYET, P.S.- RAJARHAT, DIST. 24 PARGANAS(N).

AREA OF LAND = 30.5 Decimal(m/l).

SCALE-1:850



*Arpan Mandal
Somnath Mondal
Atanu Mandal
Jayita Sawoo*

SIGNATURE OF OWNERS

SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED












[Signature]
DIRECTOR

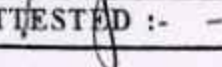
SIGNATURE OF DEVELOPER



Bharan
BIJOY SARKAR
I.B.S. NO-1251/II
K. M. C.
SIG. OF SURVEYOR

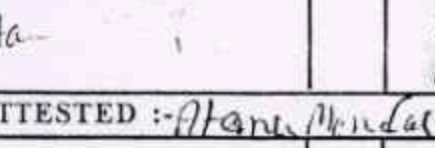
SIGNATURE OF THE
PRESENTANT /
EXECUTANT / SELLER/
BUYER / CLAIMANT
WITH PHOTO












UNDER RULES 44A OF THE I.R. ACT 1908
N.B. L.H. BOX-SMALL TO THUMB PRINTS
R.H. BOX-THUMB TO SMALL PRINTS

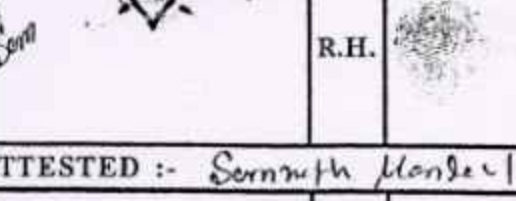
	L.H.					
	R.H.					




ATTESTED :- 

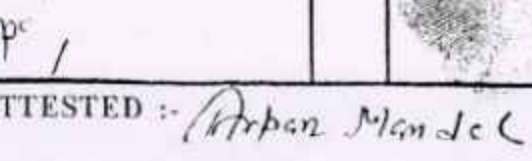
	L.H.					
	R.H.					

ATTESTED :- 

	L.H.					
	R.H.					

ATTESTED :- 

	L.H.					
	R.H.					

ATTESTED :- 

SIGNATURE OF THE
PRESENTANT /
EXECUTANT / SELLER /
BUYER / CLAIMANT
WITH PHOTO

UNDER RULES 44A OF THE I.R. ACT 1908
N.B. L.H. BOX-SMALL TO THUMB PRINTS
R.H. BOX-THUMB TO SMALL PRINTS

	L.H.					
	R.H.					

ATTESTED :- Jayita Sawoo

	L.H.					
	R.H.					

ATTESTED :-

	L.H.					
	R.H.					

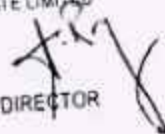
ATTESTED :-

	L.H.					
	R.H.					

ATTESTED :-



SOU MITA REALTY & INFRASTRUCTURE PRIVATE LIMITED


DIRECTOR



SOLIMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED
[Signature]
DIRECTOR



ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD WB/20/091/555139

পরিচয় পত্র



Elector's Name : MANDAL ATANU

নির্বাচকের নাম : মন্ডল অতানু

Father/Mother/
Husband's Name : BISWANATH

পিতা/মাতা/স্বামীর নাম : বিস্বনাথ

Sex : M

সিল : পুরুষ

Age as on 1.1.1995 : 34

১১.১.৯৫-এ বয়স : ৩৪

Address PART NO.0188

RAJARHAT BISNUPUR

NORTH 24 - PARGANAS

ঠিকানা

পার্ট নং: ১৮৮

রাজারহাট বিসনুপুর

উত্তর ২৪ পর্গনা

Facsimile Signature

Electoral Registration Officer

নির্বাচক-নিবন্ধন আধিকারিক

For 091-RAJARHAT(S.C) Assembly Constituency

০৯১-রাজারহাট (স.স.) বিধানসভা নির্বাচন কেন্দ্র

Place : BARASAT

স্থান : বারাসাত

Date : 07/04/95

তারিখ : ০৭/০৪/৯৫

Atanu Mandal



Atanu Mondal

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVERNMENT OF INDIA

SOMNATH MONDAL

BISWANATH MONDAL

02/02/1966

Permanent Account Number

AVCPM3250H

Somnath Mondal

Signature



Please this card is lost / found, kindly inform / return to :
Income Tax PAN Services Unit, UTITSL
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

यस कार्ड के खोने/पाने पर कृपया सूचित करें/वापस करें।
आयकर पैन सेवा यूनिट, ए.टी.एस.एल.
प्लॉट नं. 3, सेक्टर 11, सी.बी.डी. बेलपुर,
नवी मुंबई-400 614

Somnath Mondal



ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD WB/20/091/555340

পরিচয় পত্র



Elector's Name : **MANDAL SOMANATH**

নির্বাচকের নাম : মন্ডল সোমনাথ

Father/Mother/

Husband's Name : **BISWANATH**

পিতা/মাতা/স্বামীর নাম : বিস্বনাথ

Sex : **M**


বিশ্ব : পুরুষ

Age as on 1.1.1995 : **27**

১১১১১৫-এ বয়স : ২৭

Address PART NO:0186
RAJARHAT BISNUPUR
NORTH 24 - PARGANAS

ঠিকানা
পার্ট নং: ১৮৬
রাজারহাট বিস্বপুর
দুর্গ ২৪ - পরগনা


Facsimile Signature
Electoral Registration Officer

নির্বাচক-নিবন্ধন অধিকারিক
For 091-RAJARHAT(S.C) Assembly Constituency
০৯১-রাজারহাট(সে.সি) বিধানসভা নির্বাচন কেন্দ্র

Place : **BARASAT**

স্থান : বারাসাত

Date : **07/04/95**

তারিখ : ০৭/০৪/৯৫

Somanath Mandal

आयकर विभाग
INCOME TAX DEPARTMENT
ARPAN MANDAL



भारत सरकार
GOVE OF INDIA

AJIT MANDAL

01/01/1974
Permanent Account Number
AYZPM4092R



Arpan Mandal
Signature

यदि आपका यह कार्ड / यदि यह कार्ड किसी को मिले / यदि यह कार्ड
आपका नहीं है तो, कृपया, इसे तुरंत
टीकरी पुलिस, सार्वजनिक स्थान,
बॉम्बे टेलिफोन एक्सचेंज के नजदीक
बॉम्बे, पुणे - 431 045

If this card is lost / someone's lost card is found
Please inform nearest
Income Tax PAAS Service Unit NSDL
1st Floor, Supt. Chandra
Near Bazar Telephone Exchange
Bazar, Pune - 431 045

Tel: 202271, 2021, 245879, 202774, 2021
e-mail: mandal@nsdl.com

Arpan Mandal



ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD WB/20/091/555202

পরিচয় পত্র



Elector's Name : MANDAL ARPAN

নির্বাচকের নাম : মন্ডল অর্পন

Father/Mother/

Husband's Name : AJIT

পিতা/মাতা/স্বামীর নাম : অজিত

Sex : M

লিঙ্গ : পুরুষ

Age as on 1.1.1995 : 21

১১১১১৫-এ বয়স : ২১

Address PART NO.0186
RAJARHAT BISNUPUR
NORTH 24 - PARGANAS

ঠিকানা : পার্ট নং ১৮৬
রাজারহাট, বিষ্ণুপুর
উত্তর ২৪ - পরগনা

Facsimile Signature
Electoral Registration Officer

নির্বাচক-নিবন্ধন অধিকারিক

For 091-RAJARHAT(S.C) Assembly Constituency

০৯১-রাজারহাট(স.স.) বিধানসভা নির্বাচন কেন্দ্র

Place : BARASAT

স্থান : বারাসাত

Date : 07/04/95

তারিখ : ০৭/০৪/৯৫

Arpan Mandal

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

JAYITA SAWOO

AJIT MONDAL

01/06/1966
Permanent Account Number

ENXPS928E

Jay

Signature



Jagita Sawoo



ଭାରତୀୟ ଚିତାଳୟ କମିଶନ
ELECTION COMMISSION OF INDIA
IDENTITY CARD

LNT2402170



ଭାରତୀୟ ନାମ : ଜୟିତା ସାଉ

Elector's Name : Jayita Sau

ପିତାଙ୍କ ନାମ : ରଞ୍ଜନ କୁମାର ସାଉ

Father's Name : Ranjan Kumar Sau

ଲିଙ୍ଗ / Sex : ଓଫି / Female

ତୃତୀୟ ତାରିଖ / Date of Birth : XX/XX/1967

Jayita Sawoo

DATED THE DAY OF 2016

DEVELOPMENT AGREEMENT

BETWEEN

Atanu Mandal
Somnath Mandal
Arpan Mandal
Jayita Sawoo
Landowners

M/s. Soumita Realty
& Infrastructure Private Limited
Developer

Drafted By
Pinaki Chattopadhyay & Associates
Advocates




Sangita Apartment, Ground Floor
Teghoria Main Road
Kolkata - 700 157
Ph. : 2570 8471

Composed By
Gopa Dasgupta
Teghoria Main Road
Kolkata - 700 157




Seller, Buyer and Property Details

A. Land Lord & Developer Details




Presentant Details

SL No.	Name, Address, Photo, Finger print and Signature of Presentant		
1	<p>Mr AMITABH ROY D- 302, CITY CENTRE, BL- DC, SALT LAKE CITY, P.O:- SALT LAKE CITY, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064</p>	 02/05/2016 12:33:55 PM	 LTI 02/05/2016 12:34:01 PM
		 02/05/2016 12:34:10 PM	




Land Lord Details

SL No.	Name, Address, Photo, Finger print and Signature		
1	<p>ATANU MANDAL Son of BISWANATH MANDAL RECKJOANI, P.O:- RAJARHAT, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AVCPM3249G,; Status : Individual; Date of Execution : 02/05/2016; Date of Admission : 02/05/2016; Place of Admission of Execution : Office</p>	 02/05/2016 12:47:19 PM	 LTI 02/05/2016 12:47:25 PM
		 02/05/2016 12:47:39 PM	

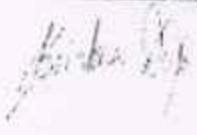
Lead Lord Details

SL No.	Name, Address, Photo, Finger print and Signature		
2	<p>SOMNATH MANDAL Son of BISWANATH MANDAL RECKJOANI, P.O:- RAJARHAT, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AVCPM3250H,; Status : Individual; Date of Execution : 02/05/2016; Date of Admission : 02/05/2016; Place of Admission of Execution : Office</p>	 02/05/2016 12:49:53 PM	<p align="center">LTI</p> 02/05/2016 12:50:00 PM
		<p align="center"><i>Somnath Mandal</i></p> 02/05/2016 12:50:19 PM	
3	<p>ARPAN MANDAL Son of AJIT MONDAL RECKJOANI, P.O:- RAJARHAT, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. AYZPM4092R,; Status : Individual; Date of Execution : 02/05/2016; Date of Admission : 02/05/2016; Place of Admission of Execution : Office</p>	 02/05/2016 12:47:58 PM	<p align="center">LTI</p> 02/05/2016 12:48:04 PM
		<p align="center"><i>Arpan Mandal</i></p> 02/05/2016 12:48:21 PM	
4	<p>JAYITA SAWOO Wife of RANJAN KUMAR SAWOO RECKJOANI, P.O:- RAJARHAT, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ENXPS9028E,; Status : Individual; Date of Execution : 02/05/2016; Date of Admission : 02/05/2016; Place of Admission of Execution : Office</p>	 02/05/2016 12:48:50 PM	<p align="center">LTI</p> 02/05/2016 12:49:21 PM
		<p align="center"><i>Jayita Sawoo</i></p> 02/05/2016 12:49:36 PM	

Developer Details

SL No.	Name, Address, Photo, Finger print and Signature		
1	M/S SOUMITA REALTY AND INFRASTRUCTURE PVT LTD P- 35, MOTIJHEEL AVENUE, P.O:- MOTIJHEEL, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074 PAN No. AAVCS8044E,; Status : Organization; Represented by representative as given below:-		
1(1)	Mr AMITABH ROY D- 302, CITY CENTRE, BL- DC, SALT LAKE CITY, P.O:- SALT LAKE CITY, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ACGPR3774E,; Status : Representative; Date of Execution : 02/05/2016; Date of Admission : 02/05/2016; Place of Admission of Execution : Office	 02/05/2016 12:33:55 PM	 LTI 02/05/2016 12:34:01 PM
		 02/05/2016 12:34:10 PM	

B. Identifire Details

Identifier Details			
SL No	Identifier Name & Address	Identifier of	Signature
1	Mr KRISHNA DAS Son of Mr HARAMOHAN DAS PD- 7, ARJUNPUR, P.O - ARJUNPUR, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India,	ATANU MANDAL, SOMNATH MANDAL, ARPAN MANDAL, JAYITA SAWOO, Mr AMITABH ROY	 02/05/2016 12:50:42 PM

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details

Land Details

Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Rekjoyani	LR Plot No:- 1302 , LR Khatian No:- 7270	4.5 Dec	1/-	10,36,962/-	Proposed Use: Bastu, ROR: Danga, Width of Approach Road: 4 Ft.,
L2	District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Rekjoyani	LR Plot No:- 1303 , LR Khatian No:- 7203	26 Dec	1/-	59,91,336/-	Proposed Use: Bastu, ROR: Bagan, Width of Approach Road: 4 Ft.,

Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	ATANU MANDAL	M/S SOUMITA REALTY AND INFRASTRUCTURE PVT LTD	1.125	25
	SOMNATH MANDAL	M/S SOUMITA REALTY AND INFRASTRUCTURE PVT LTD	1.125	25
	ARPAN MANDAL	M/S SOUMITA REALTY AND INFRASTRUCTURE PVT LTD	1.125	25
	JAYITA SAWOO	M/S SOUMITA REALTY AND INFRASTRUCTURE PVT LTD	1.125	25
L2	ATANU MANDAL	M/S SOUMITA REALTY AND INFRASTRUCTURE PVT LTD	6.5	25
	SOMNATH MANDAL	M/S SOUMITA REALTY AND INFRASTRUCTURE PVT LTD	6.5	25
	ARPAN MANDAL	M/S SOUMITA REALTY AND INFRASTRUCTURE PVT LTD	6.5	25
	JAYITA SAWOO	M/S SOUMITA REALTY AND INFRASTRUCTURE PVT LTD	6.5	25

D. Applicant Details

Details of the applicant who has submitted the requisition form

Applicant's Name	P CHATTOPADHYAY
Address	TEGHORIA Thana Baguiati, District: North 24-Parganas, WEST BENGAL
Applicant's Status	Advocate

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

Endorsement For Deed Number : I - 152304695 / 2016

Query No/Year	15231000165449/2016	Serial no/Year	1523004856 / 2016
Deed No/Year	I - 152304695 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr AMITABH ROY	Presented At	Office
Date of Execution	02-05-2016	Date of Presentation	02-05-2016

Remarks

On 28/04/2016

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 70,28,298/-

(Debasish Dhar)

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

On 02/05/2016

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48(g) of Indian Stamp Act 1899.

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

Presented for registration at 12:29 hrs on : 02/05/2016, at the Office of the A.D.S.R. RAJARHAT by Mr AMITABH ROY .

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

Execution is admitted on 02/05/2016 by

ATANU MANDAL, Son of BISWANATH MANDAL, RECKJOANI, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Hindu, By Profession Business
Indetified by Mr KRISHNA DAS, Son of Mr HARAMOHAN DAS, PD- 7, ARJUNPUR, P.O: ARJUNPUR, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, By caste Hindu, By Profession Advocate

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

Execution is admitted on 02/05/2016 by

SOMNATH MANDAL, Son of BISWANATH MANDAL, RECKJOANI, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Hindu, By Profession Business
Indetified by Mr KRISHNA DAS, Son of Mr HARAMOHAN DAS, PD- 7, ARJUNPUR, P.O: ARJUNPUR, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, By caste Hindu, By Profession Advocate

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

Execution is admitted on 02/05/2016 by

ARPAN MANDAL, Son of AJIT MONDAL, RECKJOANI, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Hindu, By Profession Service
Indetified by Mr KRISHNA DAS, Son of Mr HARAMOHAN DAS, PD- 7, ARJUNPUR, P.O: ARJUNPUR, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, By caste Hindu, By Profession Advocate

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

Execution is admitted on 02/05/2016 by

JAYITA SAWOO, Wife of RANJAN KUMAR SAWOO, RECKJOANI, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Hindu, By Profession Business
Indetified by Mr KRISHNA DAS, Son of Mr HARAMOHAN DAS, PD- 7, ARJUNPUR, P.O: ARJUNPUR, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, By caste Hindu, By Profession Advocate

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

Execution is admitted on 02/05/2016 by

Mr AMITABH ROY DIRECTOR, M/S SOUMITA REALTY AND INFRASTRUCTURE PVT LTD, P- 35, MOTIJHEEL AVENUE, P.O:- MOTIJHEEL, P.S:- Dum Dum, District-North 24-Parganas, West Bengal, India, PIN - 700074 Mr AMITABH ROY, Son of Mr SUNIL KUMAR ROY, D- 302, CITY CENTRE, BL- DC, SALT LAKE CITY, P.O: SALT LAKE CITY, Thana: North Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700064, By caste Hindu, By profession Business
Indetified by Mr KRISHNA DAS, Son of Mr HARAMOHAN DAS, PD- 7, ARJUNPUR, P.O: ARJUNPUR, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, By caste Hindu, By Profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 22,010/- (B = Rs 21,989/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by Draft Rs 22,010/-

Description of Draft

1. Rs 22,010/- is paid, by the Draft(8554) No: 394902000427, Date: 30/04/2016, Bank: STATE BANK OF INDIA (SBI), Rajarhat Township.

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Draft Rs 10,021/-, by Stamp Rs 20/-

Description of Stamp

1. Rs 20/- is paid on Impressed type of Stamp, Serial no 847, Purchased on 15/04/2016, Vendor named S Ghosh.

Description of Draft

1. Rs 10,021/- is paid, by the Draft(8554) No: 394903000427, Date: 30/04/2016, Bank: STATE BANK OF INDIA (SBI), Rajarhat Township

(Debasish Dhar)

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2016, Page from 147707 to 147759
being No 152304695 for the year 2016.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2016.05.03 12:02:30 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 03-05-2016 12:02:29
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)