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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL
VCM-129/14
10062/14
161225327/-

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Certified that the Document is admitted to Registration. The Stamp Fee and the advertisement charges attached to the Document are the part of the Document.

10.8.15

Raju Mondal. Subrata Mondal.
Sujanta Mondal. Pukul Mondal.

THIS MEMORANDUM OF AGREEMENT made this 8th day of May in the year Two Thousand and Fourteen BETWEEN

For self and
Constituted Attorney of
Smt. Rekha Tiwari
Sri Ganesh Sankar Tiwari
Smt. Nirmaia Tiwari
Smt. Debjani Ghosh
Sri Arjun Ghosh

DEEPREKHA TRACOM PVT. LTD.

Director

71050
74470

Pank.

12828

- 7 MAY 2014

No.	Date
Sold to	M/S. Deeprekha Traccon Pvt. Ltd.
Address	18 R. N. Mukherjee Road, KOL-107
Rs.	5000/-
ANJUSHREE BANERJEE	
L.S. VENDOR (Q.S.)	
HIGH COURT, KOLKATA-700 001	



2613

DEEPREKHA TRACCON PVT. LTD.

Pank.

(DEEPTA GHOSH)

- 7 MAY 2014

P.L.
For self and
Constituted Attorney of
Smt. Rekha Tiwari
Sri Ganesh Sankar Tiwari
Smt. Nirmala Tiwari
Smt. Debjani Ghosh
Sri Arjun Ghosh



2614

Raju Mondal



2615

Jayanta Mondal

Abhishek Singh

ADDITIONAL REGISTRAR
OF ANJUSHREE BANERJEE, KOLKATA
- 8 MAY 2014

(1) **SMT REKHA TIWARI**, wife of Sri Swadesh Tewari, by faith - Hindu, by occupation - Business, residing at, 6B, Middleton Street, P.S - Shakespeare Sarani, Kolkata - 700071. (2) **SRI GANESH SANKAR TIWARI**, son of Late Shiv Kumar Tewari, by faith - Hindu, by occupation - Business, residing at, 6B, Middleton Street, P.S - Shakespeare Sarani, Kolkata - 700071. (3) **SMT NIRMALA TIWARI**, wife of Sri Ganesh Sankar Tewari, by faith - Hindu, by occupation - Business, residing at, 6B, Middleton Street, P.S - Shakespeare Sarani, Kolkata - 700071. (4) **SMT DEBJANI GHOSH**, Wife of Sri Pabitra Ghosh, by faith - Hindu, by occupation - Business, residing at, 111/1 P. Majumder Road, P.S - Kasba, Kolkata - 700078. (5) **SRI ARJUN GHOSH**, son of Sri Pabitra Ghosh, by faith - Hindu, by occupation - Business, residing at, 111/1 P. Majumder Road, P.S - Kasba, Kolkata - 700078, owner No. 1 to 5 are herein represented by their lawful Attorney **SRI PABITRA GHOSH**, son of Late Barindra Kumar Ghosh, by faith: Hindu, by occupation: Business, residing at 111/1, P. Majumdar Road, P.S.: Kasba, Kolkata: 700078 by virtue of a registered General Power of Attorney, dated 11th February, 2011 and registered on 17th February, 2011 before Additional Registrar of Assurance- III, Kolkata and recorded in its Book - IV, CD Volume No - 2, Pages 764-781, being no - 00878 for the year 2011, (6) **SRI PABITRA GHOSH**, son of Late Barindra Kumar Ghosh, by faith: Hindu, by occupation: Business, residing at 111/1, P. Majumdar Road, P.S.: Kasba, Kolkata: 700078, (7) **SRI RAJU MONDAL**, son of Sri Nemai Chandra Mondal, by faith - Hindu, by occupation - Business, residing at, 20 Rajdanga Main Road, P.S - Kasba, Kolkata - 700107. (8) **SRI JAYANTA MONDAL**, son of Sri Nemai Chandra Mondal, by faith - Hindu, by occupation - Business, residing at, 20, Rajdanga Main Road, P.S - Kasba, Kolkata - 700107. (9) **SRI SUBRATA MONDAL**, son of Sri Nemai Chandra Mondal, by faith - Hindu, by occupation - Service, residing at, 20, Rajdanga Main Road, P.S - Kasba, Kolkata - 700107, (10) **SMT PUTUL MONDAL**, wife of Sri Aujdhya Mondal alias Bapi Mondal, by faith - Hindu, by occupation - Business, residing at, 19, Rajdanga Main Road, P.S - Kasba, Kolkata - 700107, hereinafter collectively referred to as the "OWNERS/ VENDORS" (which expression shall unless excluded by or repugnant to the context include their heirs, executors, administrators, successors, legal representatives and assigns) of the ONE PART

AND

M/S. DEEPREKHA TRACOM PVT. LTD., a Private Limited Company duly incorporated under the Companies Act, 1956 having its office at 18 R. N. Mukherjee Road, P.S.: Hare Street, Kolkata-700 001, represented by its Director **SRI PABITRA GHOSH**, son of Late Barindra Kumar Ghosh, by faith - Hindu, by occupation - Business, residing at 111/1, P. Majumder Road, P.S.-Kasba, Kolkata-700078, hereinafter referred to as the **DEVELOPER** (which expression shall unless

Subrata Mondal

Putul Mondal

Raju Mondal

Jayanta Mondal

[Signature]

For self and
Constituted Attorney of
Smt. Rekha Tiwari
Sri Ganesh Sankar Tiwari
Smt. Nirmala Tiwari
Sri Pabitra Ghosh
Smt. Debjani Ghosh

DEEPREKHA TRACOM PVT. LTD.

[Signature]
Director



2616 C

Sebrata Mondal



2617 C

Putul Mondal

Abhishek Singh
 s/o: Bharat Singh
 89, Sakia School Rd.
 Howrah-711006
 ps: Golabari
 Occ: Businessman.

ADDITIONAL REGISTRAR
 KOLKATA
 MAY 2014

Subrata Mondal

Putul Mondal

Abhishek Singh

excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, administrators, legal representatives and/or assigns of the **OTHER PART**.

WHEREAS while the said **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL**, son of Late Mahendra Nath Mondal was enjoying his right, title, interest and possession in respect of the said 61 Cottahs 11 Chittaks 16 sq.ft. of land appertaining to R.S. Dag No. 3235, 3236, 3258, 3259, 3260, under R.S. Khatian No. 555 in Mouza- Kasba, sold, conveyed and transferred a portion of the said land measuring more or less 03 Cottahs 07 Chittaks 35 sq.ft. of land appertaining to R.S. Dag no. 3260 under R.S. Khatian No. 555, in Mouza- Kasba, to one Smt. Urmila Mondal, wife of Late Satish Chandra Mondal by way of "Deed of Conveyance" (Bengali Kobala) which was registered in the office of the District Sub-Registrar Alipore, 24 Parganas and duly recorded in Book No. I, Volume NO.82, Pages in written 125 to 128, being Deed No. 4639, for the year 1957.

AND WHEREAS while the said **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL**, son of Late Mahendra Nath Mondal was enjoying his right, title, interest and possession in respect of the said 58 Cottah 03 Chittaks 26 sq.ft. of land appertaining to R.S. Dag No. 3235, 3236, 3258, 3259, 3260, under R.S. Khatian No. 555 in Mouza- Kasba, sold, conveyed and transferred a portion of the said land measuring more or less 02 Cottahs 01 Chittaks 15 sq. ft. of land appertaining to R.S. Dag No. 3236 under R.S. Khatian No. 555 in Mouza- Kasba, to one Sri Shyamal Kanti Majumdar son of Jageshor Majumdar by way of "Deed of Conveyance" (Bengali Kobala) which was registered in the office of the District Sub-Registrar Alipore, 24 Parganas and duly recorded in Book No. I, Volume NO.92, Pages in written 124 to 130, being Deed No. 3111, for the year 1977.

AND WHEREAS while the said **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL**, son of Late Mahendra Nath Mondal was enjoying his right, title, interest and possession in respect of the said 56 Cottah 02 Chittaks 11 sq.ft. of land appertaining to R.S. Dag No. 3235, 3236, 3258, 3259, 3260, under R.S. Khatian No. 555 in Mouza- Kasba, sold, conveyed and transferred some portion of the said land measuring more or less 07 Cottahs 02 Chittaks 07 sq. ft. of land appertaining to R.S. Dag No. 3236 and 3258 under R.S. Khatian No. 555 in Mouza- Kasba, to the different purchasers in several plots.

AND WHEREAS while the said **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL**, son of Late Mahendra Nath Mondal was enjoying his right, title, interest and possession in respect of the said net land measuring more or less 49 Cottah

Subrata Mondal

Pulul Mondal

Raju Mondal

Jayanta Mondal

[Signature]

For self and
Constituted Attorney of
Smt. Rekha Tiwari
Sri Ganesh Gankar Tiwari
Smt. Nirmala Tiwari
Smt. Gobjani Ghosh
Smt. Anjali Ghosh

DEEPREKHA TRACON PVT. LTD.

[Signature]
Director

duly
R. N.
Director
Hindu, by
a, Kolkata
shall under

ON PVT. LTD.
[Signature]
Director

00 Chittaks 04 sq.ft. of land of schedule land appertaining to R.S. Dag No. 3235, 3259, 3260, under R.S. Khatian No. 555 in Mouza- Kasba, died intestate on 08.05.1982 leaving behind his surviving sole widow (1) **SMT. DAKHYAMANI MONDAL**, four sons namely (2) **SHRI KAMAL KRISHNA MONDAL**, (3) **SHRI NAREN MONDAL**, (4) **SHRI NEMAI CHANDRA MONDAL**, (5) **SHRI RABIN MONDAL** and four daughters namely (6) **SMT NIHAR MONDAL**, (7) **SMT GITA MONDAL**, (8) **SMT GOURI MONDAL**, (9) **SMT KRISHNA SINGHA** as his legal heirs and successors who jointly inherited the said land measuring more or less 49 Cottahs 00 Chittaks 04 sq.ft. in equal shares and became jointly seized and possessed of the said land lying in Mouza: Kasba, Pargana: Khaspur, Police Station: Kasba, J.L. No.: 13, Touzi No.: 145, R.S. Dag No.: 3235, 3259, 3260, under R.S. Khatian No.: 555 under Kolkata Municipal Corporation Ward No.: 107, within the limits of District: 24 Parganas (South).

Subrata Mondal
Pukul Mondal

AND WHEREAS the heirs of **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL**, namely (1) **SMT. DAKHYAMANI MONDAL**, (2) **SHRI KAMAL KRISHNA MONDAL**, (3) **SHRI NAREN MONDAL**, (4) **SHRI NEMAI CHANDRA MONDAL**, (5) **SHRI RABIN MONDAL** (6) **SMT NIHAR MONDAL**, (7) **SMT GITA MONDAL**, (8) **SMT GOURI MONDAL**, (9) **SMT KRISHNA SINGHA** jointly purchased by a Bengali Kobala Bengali Language and character from Smt Sushila Beya land measuring more or less 4 Decimals i.e. 2 Cottahs 6 chittaks 32 sq.ft. lying in Mouza: Kasba, Pargana: Khaspur, Police Station: Kasba, J.L. No.: 13, Touzi No.: 145, R.S. Dag No.: 3260/6126, under R.S. Khatian No.: 555 under Kolkata Municipal Corporation Ward No.: 107, within the limit of District: 24 Parganas (South) and the said Bengali Kobala (Bengali Language) which was registered in the office of the D.R. Alipore, South 24 Parganas, recorded in Book No.: 1, Volume: 125, Pages: 206-211, being Deed No.: 6579 for the year 1993.

Raju Mondal.
Jayanta Mondal

AND WHEREAS the heirs of **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL**, namely (1) **SMT. DAKHYAMANI MONDAL**, (2) **SHRI KAMAL KRISHNA MONDAL**, (3) **SHRI NAREN MONDAL**, (4) **SHRI NEMAI CHANDRA MONDAL**, (5) **SHRI RABIN MONDAL** (6) **SMT NIHAR MONDAL**, (7) **SMT GITA MONDAL**, (8) **SMT GOURI MONDAL**, (9) **SMT KRISHNA SINGHA** became the jointly absolute owners of land measuring 51 Cottahs 6 Chittaks 36 sq.ft. lying in Mouza: Kasba, Pargana: Khaspur, Police Station: Kasba, J.L. No.: 13, Touzi No.: 145, R.S. Dag No.: 3235, 3259, 3260 and 3260/6126, under R.S. Khatian No.: 555 under Kolkata Municipal Corporation Ward No.: 107, within the limits of District: 24 Parganas (South).

DEEPREKHA TRACON PVT. LTD.

P. K. Ghosh
Director

P. K. Ghosh
For self and
Constituted Attorney of
Smt. Rekha Tiwari
Sri Ganesh Senkar Tiwari
Smt. Nirmala Tiwari
Smt. Debjani Ghosh
t. Jun Ghosh

AND WHEREAS Sm. Krishna Singha, wife of Sri Ajoy Singha and daughter of Late Phanindra Nath Mondal @ Phani Bhusan Mondal by a Deed of Sale duly registered in the office of the D.S.R. at Alipore being Deed No. 261 for the year 1986 sold and conveyed to Smt. Saraswati Mondal wife of Robin Mondal measuring 9.5 Decimals (nine and half decimal) in respect of R.S. Dag No. 3235 and 3259 under Khatian No. 555 registered in the office of D.S.R. at Alipore vide Book No. I, Volume No. 6, Page No. 238 to 244 being Deed No.: 261 for the year 1986.

AND WHEREAS Sm. Nihar Mondal wife of Subhas Mondal and daughter of Late Phanindra Nath Mondal @ Phani Bhusan Mondal by a Deed of Sale duly registered in the office of the D.S.R. at Alipore being Deed No.: 262 for the year 1986 sold and conveyed to Sindhu Mondal alias Sindhu Moyee Mondal wife of Kamal Mondal alias Kamal Krishna Mondal measuring 9.5 Decimal (nine and half decimal) of land in respect of R.S. Dag No.: 3235 & 3259 under Khatian No.: 555 registered in the office of the D.S.R. at Alipore and entered in Book No.: I, Volume No.: 6, Pages: 245 to 251, being Deed No.: 262 for the year 1986.

AND WHEREAS Dakhyamani Mondal wife of Phani Bhusan Mondal by a Deed of Sale duly registered in the office of the D.S.R. at Alipore being Deed No.: 263 for the year 1986 sold and conveyed and unto her four sons namely Sri Kamal Krishna Mondal, Sri Naren Mondal, Sri Nema Chandra Mondal and Sri Rabin Mondal measuring 9.5 Decimal (nine and half decimal) of land in respect of R.S. Dag No.: 3235 & 3259 under Khatian No.: 555 by a Deed of Sale registered in the office of the D.S.R. at Alipore and entered in vide Book No. I, Volume No. 6, Pages 252 to 258, being Deed No.: 263 for the year 1986.

AND WHEREAS the heirs of PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL, namely (1) SMT. DAKHYAMANI MONDAL, (2) SHRI KAMAL KRISHNA MONDAL, (3) SHRI NAREN MONDAL, (4) SHRI NEMAI CHANDRA MONDAL, (5) SHRI RABIN MONDAL (6) SMT NIHAR MONDAL, (7) SMT GITA MONDAL, (8) SMT GOURI MONDAL, (9) SMT KRISHNA SINGHA jointly purchased by a Bengali Kobala (Bengali Language) and character from Smt Sushila Bera land measuring more or less 4 Decimals i.e. 2 Cottahs 6 chittaks 32 sq.ft. lying in Mouza: Kasba, Pargana: Khaspur, Police Station: Kasba, J.L. No.: 13, Touzi No.: 145, R.S. Dag No.: 3260/6126, under R.S. Khatian No.: 555 under Kolkata Municipal Corporation Ward No. 107, within the limit of District: 24 Parganas (South) and the said Bengali Kobala (Bengali Language) which was registered in the office of the D.R. Alipore, South 24 Parganas, recorded in Book No. I, Volume: 125, Pages: 206-211, being Deed No. 6579 for the year 1993.

DEEPREKHA TRACOM PVT. LTD.

Director

For self and
Constituted Attorney of
Smt. Rekha Tiwari
Sri Ganesh Sankar Tiwari
Smt. Nirmala Tiwari
Smt. Anjali Ghosh
Smt. Shosh

Subrata Mondal
Putul Mondal
Raju Mondal
Jayanta Mondal

AND WHEREAS Dakhyamani Mondal died intestate on 25.08.1996 leaving her surviving four sons Kamal Mondal, Rabin Mondal, Nemai Mondal, Naren Mondal, four married daughters namely Nihar Mondal, Gita Mondal, Gouri Mondal and Krishna Singha who became entitled to her 1/9th share in 4 Decimals of land in equal shares.

AND WHEREAS said Sm. Gita Mondal, Gouri Mondal, Smt. Nihar Mondal, and Smt. Krishna Singha by a Deed of Gift dated 09.07.1993 made a gift their undivided 4/9th share of land in respect of Dag No.: 3260, 3260/6126, under Khatian No. 555 unto their brother's wife Smt. Sindu Moyee Mondal alias Sindu Mondal, Smt. Karuna Mondal, Smt. Debala Mondal and Smt. Saraswati Mondal which was registered in the office of the D.S.R. Alipore and duly recorded in Book No. I, Volume No. 177, Pages: 130 to 136 being No.: 9589 for the year 1993.

AND WHEREAS by a Deed of Gift from their husband's sister Smt. Sindu Moyee Mondal alias Sindu Mondal, Smt. Karuna Mondal, Smt. Debala Mondal and Smt. Saraswati Mondal became the absolute owner of undivided each 1/9th share total 4/9th share of land measuring 24 Decimal more or less in respect of R.S. Dag No.: 3260, 3260/6126, under Khatian No. 555 in Mouza: Kasba, J.L. No.: 13 in the District: 24 Parganas (South).

AND WHEREAS Sm. Karuna Mondal wife of Sri Naren Mondal by a Deed of Gift dated 09.07.1993 duly registered in the office of D.S.R. at Alipore being deed No.: 9588 for the year 1993 gifted her undivided 1/9th share of land unto Sri Aujdhya Mondal alias Bapi Mondal measuring 6 Decimals i.e. 3 cottahs 10 chittaks 4 sq.ft. more or less in R.S. Dag No. 3260 and 3260/6126 under Khatian No. 555 registered in the office of the D.S.R. at Alipore vide Book no. 1, Volume No.: 176, Pages: 493-497 being Deed no. 9588 for the year 1993.

AND WHEREAS Naren Mondal died intestate on 28.10.1995 leaving him surviving his widow Karuna Mondal who became entitled to his undivided share in the property.

AND WHEREAS Rabin Mondal died intestate on 01.07.1998 leaving him surviving his heirs namely (1) wife Saraswati Mondal (2) only son Sri Prasanta Mondal and (3) only daughter Smt Samita Dey nee (Mondal) became entitled to his undivided share in the property.

AND WHEREAS while the said **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL**, since deceased son of Late Mahendra Nath Mondal being the predeceased in the interests of the Vendors was enjoying his right, title, interest and possession in respect of the rest 51 cottahs 06 chittaks 36 sq.ft. more or less

Sarada Mondal

Purul Mondal

Raju Mondal.

Sayanta Mondal

[Signature]

For self and
Constituted Attorney of
Smt. Rekha Tiwari
Sri Ganesh Sankar Tiwari
Smt. Nirmala Tiwari
Smt. Dabjani Ghosh
Sri Arjun Ghosh

DEEPREKHA TRACON PVT. LTD.

[Signature]
Director

of land appertaining to R.S. Dag No. 3235, 3259, 3260, and 3260/6126 under R.S. Khatian No. 555 in Mouza: Kasba, some portion of land i.e. 4 cottahs 09 chittaks 36 sq.ft. more or less of land was merged with the development of K.M.C. Road work and as such net land of the said **PHANINDRA NATH MONDAL @ PHANI BHUSAN MONDAL**, son of Late Mahendra Nath Mondal became measuring more or less 46 cottahs 13 chittaks 00 sq.ft. of land.

AND WHEREAS thus the Vendors therein are the joint Owners of the property each having distinct undivided share and or otherwise well and sufficiently entitled to the said property, and they got their Property by way of inheritance in different way measuring 46 Cottahs 13 Chittacks 00 Sq.ft more or less together with structure thereon being K.M.C. Premises No. 18,19,20, and 21 Rajdanga Main Road, P.S. Kasba, Kolkata-700107, and K.M.C Ward No. 107 more fully and particularly mentioned and described in the Schedule hereunder written.

AND WHEREAS by Registered 10 nos. of Deed of Sale dated 15.02.2011, made between (1) **SRI KAMAL KRISHNA MONDAL alias SRI KAMAL MONDAL**, son of Late Phanindra Nath Mondal @ Phani Bhusan Mondal, (2) **SMT SINDHU MOYEE MONDAL ALIAS SINDU MONDAL**, wife of Sri Kamal Krishna Mondal, (3) **SMT KARUNA MONDAL**, wife of Late Naren Mondal, (4A) **SMT SARASWATI MONDAL**, wife of Late Rabin Mondal, (4B) **SRI PRASANTA MONDAL**, son of Late Rabin Mondal, (4C) **SMT SAMITA DEYnee (MONDAL)** wife of Sri Alok Dey and daughter of Late Rabin Mondal, (5) **SRI NEMAI CHANDRA MONDAL, ALIAS NEMAI MONDAL** son of Late Phanindra Nath Mondal @ Phani Bhusan Mondal, (6) **SMT DEBALA MONDAL**, wife of Sri Nema Chandra Mondal, Alias Nema Mondal, (7) **SRI AUJODHYA MONDAL alias BAPI MONDAL** son of Sri Bholanath Mandal, (8) **SMT NEHAR MONDAL**, wife of Sri Subhash Mondal and daughter of Late Phanindra Nath Mondal @ Phani Bhusan Mondal, (9) **SMT GITA MONDAL**, wife of Sri Bholanath Mondal and daughter of Late Phanindra Nath Mondal @ Phani Bhusan Mondal, (10) **SMT. GOURI MONDAL**, wife of Sri Monoj Mandal, and daughter of Late Phanindra Nath Mondal @ Phani Bhusan Mondal, (11) **SMT KRISHNA SINGHA**, wife of Sri Ajoy Singha and daughter of Late Phanindra Nath Mondal @ Phani Bhusan Mondal, therein referred to as the Vendors, the said Vendors sold, transferred and conveyed jointly at ALL THAT the piece or parcel of bastu land measuring 46 Cottahs 13 Chittacks more or less together with Structure standing thereon in 10 numbers of Sale Deed in different undivided share at land appertaining to R. S. Dag no- 3235, 3259, 3260, and 3260/6126 under R.S. Khatian no. 555 in Mouza- Kasba, being Premises No.18,19,20,21, Rajdanga Main Road, P.S.- Kasba, Kolkata- 700107, and said deeds was registered

Subrata Mondal

Pulul Mondal

Raju Mondal.

Sayanta Mondal

For self and

Constituted Attorney of
Smt. Rejha Thari
Sri Ganesh Sankar Tiwari
Smt. Himola Tiwari
Smt. Debjani Ghosh
Sri Arjun Ghosh

DEEPREKHA TRACON PVT. LTD.

Director

before the Additional Registrar of Assurances-1, Kolkata and recorded as follows (1) Book No.1, Volume No. 3, Pages 6543 to 6579, being No. 1198 for the year 2011 in favour of **Sri Ganesh Sankar Tiwari** and undivided land area measuring 6 Cottahs, 6 chittacks more or less (2) Book No.1, Volume No. 3, Pages 6580 to 6616, being No. 1199 for the year 2011 in favour of **Smt Debjani Ghosh** and undivided land area measuring 7 Cottahs, more or less (3) Book No.1, Volume No. 3, Pages 6617 to 6653, being No. 1200 for the year 2011 in favour of **Sri Arjun Ghosh** and undivided land area measuring 1 Cottahs, 10 chittacks 36 sq.ft more or less (4) Book No.1, Volume No. 4, Pages 196 to 232, being No. 1201 for the year 2011 in favour of **Smt Nirmala Tiwari** and undivided land area measuring 6 Cottahs, 6 chittacks more or less (5) Book No.1, Volume No. 3, Pages 6654 to 6689, being No. 1202 for the year 2011 in favour of **Sri Pabitra Ghosh** and undivided land area measuring 7 Cottahs, more or less (6) Book No.1, Volume No. 3, Pages 6690 to 6726, being No. 1203 for the year 2011 in favour of **Sri Jayanta Mondal** and undivided land area measuring 2 Cottahs, 12 chittacks 29 sq.ft more or less (7) Book No.1, Volume No. 3, Pages 6727 to 6763, being No. 1204 for the year 2011 in favour of **Sri Subrata Mondal** and undivided land area measuring 2 Cottahs, 12 chittacks 28 sq.ft more or less (8) Book No.1, Volume No. 3, Pages 6764 to 6800, being No. 1205 for the year 2011 in favour of **Smt Putul Mondal** and undivided land area measuring 3 Cottahs, 10 Chittacks 4 sq.ft more or less (9) Book No.1, Volume No. 3, Pages 6801 to 6836, being No. 1206 for the year 2011 in favour of **Sri Raju Mondal** and undivided land area measuring 2 Cottahs, 12 chittacks 29 sq.ft more or less (10) Book No.1, Volume No. 3, Pages 6837 to 6873, being No. 1207 for the year 2011 in favour of **Smt Rekha Tiwari** and undivided land area measuring 6 Cottahs, 6 chittacks 9 sq.ft more or less

AND WHEREAS the said Sri Ganesh Shankar Tiwari, Smt Nirmala Tiwari, Smt Rekha Tiwari, Smt Debjani Ghosh, Sri Arjun Ghosh, Sri Pabitra Ghosh, Sri Jayanta Mondal, Sri Subrata Mondal, Sri Raju Mondal and Smt Putul Mondal jointly became the absolute owners and seized and possessed of **ALL THAT** piece and parcel of bastu land measuring 46 Cottahs 13 Chittaks more or less together with structure standing thereon in 10 numbers of Sale Deed mentioned above in respect of undivided share of land appertaining to R.S. Dag No.: 3235, 3259, 3260 and 3260/6126 under R.S. Khatian No. 555 in Mouza: Kasba, being Premises No.: 18, 19 20, 21, Rajdanga Main Road (subsequently renumbered as premises No.: 20, Rajdanga Main Road), P.S.: Kasba, Kolkata: 700107, more fully and particularly described in the First Schedule hereunder written and the said land has been jointly and severally mutated in the name of the Vendor herein alongwith all other co-owners in the records of the Kolkata Municipal Corporation bearing

*For self and
Constituted Attorney of
Smt. Rekha Tiwari
Sri Ganesh Sankar Tiwari
Smt. Nirmala Tiwari
Smt. Debjani Ghosh
Sri Arjun Ghosh*

DEEPREKHA TRACOM PVT. LTD.
Director

Subrata Mondal
Putul Mondal

Raju Mondal
Jayanta Mondal

Assessee No. 311071600201 dated 01/04/2013 and they have been paying the requisite taxes regularly.

AND WHEREAS the owners herein and M/S DEEPPREKHA TRACOM PVT LTD, Represented by its authorized signatory namely Sri PABITRA GHOSH as Developer herein executed MOA dated 17.02.2011 and the said Owners agreed with the Developer to develop the said land described in the first schedule hereunder written and constructing new building thereon comprising of flats, car parking spaces, to be sold on ownership basis of Developer's allocation in accordance with the plan sanctioned by the Kolkata Municipal Corporation and the Owners agreed to convey the land/undivided proportionate share of land in respect of flats constructed thereon in respect of flats/ sanction car parking spaces/ erected thereon in such building to any purchaser or purchasers on the terms and conditions and for consideration stated thereon.

AND WHEREAS the said Owners duly executed and registered a General Power of Attorney, registered in the office of the A.R.A -III, Kolkata, dated 11th February, 2011 and registered on 17th February, 2011 before Additional Registrar of Assurance- III, Kolkata and recorded in its Book - IV, CD Volume No - 2, Pages 764-781, being no - 00878 for the year 2011, in favour of Sri Pabitra Ghosh one of the Director (Authorized Signatory) of M/S. DEEPPREKHA TRACOM PVT. LTD., a Private Limited Company duly incorporated under the Companies Act, 1956 having its office at 18, R. N. Mukherjee Road, P.S. Hare Street, Kolkata-700001, authorizing him to do acts deeds things as stated therein.

AND WHEREAS said SRI PABITRA GHOSH, as constituted attorney of Owners, applied to The Kolkata Municipal Corporation for sanction of a building plan and on getting the same Developer will construct a building in accordance with the building plan sanctioned by The Kolkata Municipal Corporation, at the said Premises No.20, Rajdanga Main Road, P.S. Kasba, Kolkata: 700107, being Assessee No. 31-107-16-0020-1, now within the local limits of the Kolkata Municipal Corporation under Ward No. 107 and paying municipal taxes regularly and enjoying the same free from all encumbrances hereinafter referred to as the "Said Premises" which is morefully and particularly mentioned and described in the First Schedule hereunder written.

AND WHEREAS the Owners have specifically represented to the Developer that they are the sole and absolute Owners of the property, morefully and particularly mentioned and described in the First Schedule hereunder written, which

DEEPPREKHA TRACOM PVT. LTD.

P. S. Tiwari
Director

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Sri Ganesh Sankar Tiwari
Smt. Nirmala Tiwari
Smt. Debjani Ghosh
Sri Arjun Ghosh

Subrata Mondal
Rajni Mondal
Jayantra Mondal
Pulul Mondal

representation the Owners is believed by the developer that the Owners are absolutely seized and possessed of or well and sufficiently entitled to the said premises in its entirety as the Owners thereof and that they have full right and absolute authority of alienation or transfer of the same or any portion thereof.

AND WHEREAS the Owners and Developer have mutually decided that they would get the Development Agreement registered to maintaining the terms and condition of the previous MOA.

AND WHEREAS it has been agreed by and between the parties hereto that the Developer shall develop the said Premises in the manner as has been agreed upon by and between the parties hereto and as hereinafter provided.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE-I: DEFINITIONS

1.1 **OWNERS/ VENDORS** shall mean (1) **SMT REKHA TIWARI**, wife of Sri Swadesh Tewari, by faith - Hindu, by occupation - Business, residing at, 6B, Middleton Street, P.S - Shakespeare Sarani, Kolkata - 700071. (2) **SRI GANESH SANKAR TIWARI**, son of Late Shiv Kumar Tewari, by faith - Hindu, by occupation - Business, residing at, 6B, Middleton Street, P.S - Shakespeare Sarani, Kolkata - 700071. (3) **SMT NIRMALA TIWARI**, wife of Sri Ganesh Sankar Tewari, by faith - Hindu, by occupation - Business, residing at, 6B, Middleton Street, P.S - Shakespeare Sarani, Kolkata - 700071. (4) **SRI PABITRA GHOSH**, son of Late Barindra Kumar Ghosh, by faith - Hindu, by occupation - Business, residing at, 111/1, P.Majumder Road, P.S - Kasba, Kolkata - 700078. (5) **SMT DEBJANI GHOSH**, Wife of Sri Pabitra Ghosh, by faith - Hindu, by occupation - Business, residing at, 111/1 P. Majumder Road, P.S - Kasba, Kolkata - 700078. (6) **SRI ARJUN GHOSH**, son of Sri Pabitra Ghosh, by faith - Hindu, by occupation - Business, residing at, 111/1 P.Majumder Road, P.S - Kasba, Kolkata - 700078. (7) **SRI RAJU MONDAL**, son of Sri Nemai Chandra Mondal, by faith - Hindu, by occupation - Business, residing at, 20 Rajdanga Main Road, P.S - Kasba, Kolkata - 700107. (8) **SRI JAYANTA MONDAL**, son of Sri Nemai Chandra Mondal, by faith - Hindu, by occupation - Business, residing at, 20, Rajdanga Main Road, P.S - Kasba, Kolkata - 700107. (9) **SRI SUBRATA MONDAL**, son of Sri Nemai Chandra Mondal, by faith - Hindu, by occupation - Service, residing at, 20, Rajdanga Main Road, P.S - Kasba, Kolkata - 700107. (10) **SMT PUTUL MONDAL**, wife of Sri Aujhya Mondal alias Bapi Mondal, by faith - Hindu, by occupation - Business,

Subrata Mondal.
Putul Mondal.
Raju Mondal.
Jayanta Mondal

DEEPREKHA TRACOM PVT. LTD.

Director

For self and
Constituted Attorney of
Smt. Rekha Tiwari
Sri Ganesh Sankar Tiwari
Smt. Nirmala Tiwari
Smt. Debjani Ghosh
Sri Arjun Ghosh

residing at, 19, Rajdanga Main Road, P.S - Kasba, Kolkata - 700107, hereinafter jointly referred to as the "OWNERS/ VENDORS".

1.2 **DEVELOPER** shall mean **M/S. DEEPPREKHA TRACOM PVT LTD.** a Private Limited Company incorporated under the Companies Act, 1956, having its office at 18 R.N. Mukherjee Road, P.S - Hare Street, Kolkata - 700001, represented by its Director **SRI PABITRA GHOSH** (Authorized Signatory), son of Late Barindra Kumar Ghosh, by faith - Hindu, by occupation - Business, residing at, 111/1, P.Majumder Road, P.S - Kasba, Kolkata - 700078.

1.3 **PREMISES** shall mean **ALL THAT** the piece or parcel of bastu land measuring 46 Cottahs 13 chittacks 00 Sq.ft more or less together with structure tile shed measuring 2000 Sq.ft more or less, lying at and being comprised in Mouza-Kasba, Pargana - Khaspur, Police Station- Kasba J. L. No- 13, Touzi no. 145, R. S. Dag no. 3235, 3259, 3260 and 3260/6126, under R.S. Khatian no. 555 being K.M.C. Premises No. 20, Rajdanga Main Road, P.S. Kasba, Kolkata- 700107, being Assessee No. 311071600201, Police Station- Kasba, Kolkata- 700107, now within the local limits of the Kolkata Municipal Corporation under Ward No. 107.

1.4 **BUILDING** shall mean the building to be constructed at the land of the said premises in accordance with the plan to be sanctioned by the appropriate authority.

1.5 **COMMON FACILITIES AND AMENITIES** shall include corridors all ways, passages, stair ways, passage ways passage ways provided by the Developers, roof, tubewell, lift, overhead tank, water, water pump, and motor and other facilities, which may be actually agreed upon between the parties and required for the establishment, location, enjoyment, maintenance and/or management of the building.

1.6 **SALEABLE SPACE** shall mean the space in the building, available for independent use and occupation in habitable condition on getting Completion Certificate after making due provision for common facilities and the space required.

1.7 **ARCHITECT** shall mean the person or persons who may be appointed by the Developers, for design and planning of the said building with the approval of the Owners/Vendors.

DEEPPREKHA TRACOM PVT. LTD.

P. Anil
Director

P. Anil
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Smt. Rekha Tiwari
Smt. Ganesh Sankar Tiwari
Smt. Nimata Tiwari
Smt. Debjani Ghosh
Smt. Arjun Ghosh

Subrata Mondal

Pritul Mondal

Raju Mondal

Jayanta Mondal

1.8. **BUILDING PLAN** shall mean the building plan to be sanctioned by the appropriate authorities with such alterations or modifications as may be made by the Developers with the approval of the Owners/Vendors from time to time.

1.9. **CONSIDERATION** shall mean flat as per K.M.C. sanctioned plan together with all common facilities of the building which shall mean the total cost of land as mentioned hereinabove and more particularly written in the Second schedule hereunder written.

1.10. **TIME** shall mean 4 (four) years from the date of Sanction Building Plan.

1.11. **TRANSFER** shall mean with its grammatical variations inclusive Transfer of possession and Transfer of Title or by any other means adopted for affecting what is understood as Transfer of Space to the Transferees thereof.

1.12. **TRANSFeree** shall mean a person, firm, limited company, Association of persons to whom any saleable space in the building has been transferred under law.

1.13. **WORDS IMPORTING SINGULAR SHALL INCLUDE** plural and vice versa.

1.14. **WORDS** importing masculine shall include feminine and neuter gender, likewise, words importing feminine genders shall include masculine and neuter genders and similarly words importing masculine and feminine genders.

1.15. **POSSESSION OF THE LAND** the Owners/Vendors will hand over the possession to the developer against alternative free accommodation, given by the Developer to the Owners on satisfaction that the land is tenant free and building plan is sanctioned by The Kolkata Municipal Corporation and ready for construction.

1.16. **OWNERS' ALLOCATION:**

OWNERS'/ VENDORS' ALLOCATION shall mean **OWNERS NAMELY(1) SRI RAJU MONDAL(2) SRI JAYANTA MONDAL(3) SRI SUBRATA MONDAL** shall get jointly 40 % of the Sanctioned Built-up Area in all respect as would be constructed by the developer in the proposed building other spaces, common areas if any and the car parking space on the ground floor on similar ratio which shall consist of six self contained residential flat in different floors each measuring about 75 Sq.M more or less and car parking spaces on the Ground Floor each measuring about

Silvato Mondal
Pulul Mondal

Raju Mondal.
Jayanta Mondal

DEEPRUKHA TRACOM PVT. LTD.

P. Subh.
Director

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For self and
Constituted Attorney of
Smt. Rekha Tiwari
Sri Ganesh Sankar Tiwari
Smt. Nirmala Tiwari
Smt. Debjani Ghosh
Sri Arjun Ghosh

an area of 135 sq.ft. be the same a little more or less for their share of land measuring about 8 (eight) Cottahs 5 (five) Chittacks 41 (forty one) Sq.ft. more or less **TOGETHER WITH** undivided proportionate share of land with common areas and facilities thereon and in addition Developer shall be provided temporary rent free accommodation of two "two room flats" in the nearest locality till hand over possession of their Owners' Allocation share.

(i) RAJU MONDAL

Owner namely **SRI RAJU MONDAL**, shall as per the sanctioned built plan get 1) Flat No. **4C** North East Side measuring about **115.2935 sq.mts** on the **fourth Floor**, in Block No. **A** in the G + 7 storied building as would be constructed by the Developer in the said premises (hereafter delineated on the map annexed hereto and shown with **red borders** and mark as "**A1**") along with common areas if any and covered car parking space **No.11** on the **Ground floor** of Block **A** and another covered car parking space marked as **No.3** on the Ground floor of Block No. **C** (each covered car parking space) measuring about **135 sq.ft** more or less each shown with red borders herewith Together with undivided proportionate share of land with common area and facilities thereon morefully described in the **Second Schedule** hereunder written and 2) Rs.14,64,000/- (Rupees Fourteen Lacs Sixty Four thousand) only for a shortfall of **366 (Three hundred sixty six)** sq.ft of area more or less which he is not desirous of acquiring.

(ii) JAYANTA MONDAL

Owner namely **SRI JAYANTA MONDAL**, shall as per the sanctioned built plan get 1) Flat No. **2A** south east west side measuring about **77.118 Sq.mts** on the **Second Floor** and 2) Flat No. **1C** north west side measuring about **75.108 sq.mts** on the **First Floor** in the G + 3 building on the South East portion of the sanctioned plan (marked in the plan and referred to as **Block No. C**) as would be constructed by the Developer in the said premises (hereafter delineated on the map annexed hereto and shown with **Blue borders** and marked as "**B1**" and "**B2**") along with area on the Ground Floor of Block No. **C** bearing No. 1 and 2 each covered car parking space measuring about **135 sq.ft.** more or less and shown with blue border marked herewith along with common areas if any **TOGETHER WITH** undivided proportionate share of land with common areas and facilities thereon more fully described in the **Second Schedule** hereunder written respectively. This allocation results in an additional area of 38 sq.ft. more or less over and above his total rightful allocation which is being given to him at no extra cost shall be demanded by the Developer in future.

Subrata Mondal
 Raju Mondal
 Jayanta Mondal
 Putul Mondal

DEEPREKHA TRACOM PVT. LTD.

P. S. D.
Director

P. S. D.
For self and
Consulted Attorney of
Smt. Rakita Thakur
Sri Ganesh Sankar Tiwari
Smt. Nirmala Tiwari
Smt. Debjani Ghosh
Sri Arjun Ghosh

(iii) SUBRATA MONDAL

Owner namely **SRI SUBRATA MONDAL**, shall as per the sanctioned built plan get 1) Flat No. 1A south east west side measuring about **77.118 Sq.mts** on the **First Floor** and 2) Flat No. 2C north west side measuring about **75.108 sq. mts** on the **Second Floor** in the G + 3 building on the South East portion of the sanctioned plan (marked in the plan and referred to as **Block No. C**) as would be constructed by the Developer in the said premises (hereafter delineated on the map annexed hereto and shown with Green borders and marked as "C1" and "C2") along with area on the Ground Floor of Block No. C bearing No. 4 and 5 covered car parking space each measuring about **135 sq.ft.** more or less and shown with Green border marked herewith and along with common areas if any **TOGETHER WITH** undivided proportionate share of land with common areas and facilities thereon more fully described in the **Second Schedule** hereunder written respectively. This allocation results in an additional area of **38 sq.ft.** more or less over and above his total rightful allocation which is being given to him at no extra cost shall be demanded by the Developer in future.

OWNERS NAMELY SMT PUTUL MONDAL shall gets 40 % of sanctioned built up area in all respect as would be constructed by the Developer in the proposed building other spaces, common areas if any and the car parking in the space ground floor on similar ratio which shall consists three self contained residential flat in different floors each measuring about 65 Sq.M more or less and 3 car parking space measuring about 135 square feet each he the same little more or less for her share of land measuring 3 Cottahs, 10 Chittaks, 4 Sq.ft. more or less **TOGETHER WITH** undivided proportionate share of land with common areas and facilities thereon and in addition Developer shall be provided alternative accommodation during the period of construction temporary rent free accommodation of one two room flat in the nearest locality till hand over possession of their Owner's allocation share.

SMT PUTUL MONDAL

Owner namely **SMT PUTUL MONDAL**, shall as per the sanctioned built plan get 1) Flat No. 3C North East measuring about **115.293 Sq.mts** on the **Third Floor**, in **Block No. A** and 2) Flat No. 1B North East measuring about **78.817 sq. mts** more or less on the **First Floor** in **Block No. C** as would be constructed by the Developer in the said premises (hereafter delineated on the map annexed hereto and shown with **Yellow borders** and marked as "D1" and "D2") along with area marked as **NO.6 and 7** on the Ground Floor of Block No. C covered car parking space each measuring about **135sq.ft.** more or less and another area covered car parking space measuring 135 sq.ft. on the Ground floor of Block No. A bearing

DEEPREKHA TRACOM PVT. LTD.

Putul Mondal
Director

Putul Mondal
For self and
Constituted Attorney of
Smt. Rekha Tiwari
Sri Ganesha Senkar Tiwari
Smt. Nirjala Tiwari
Smt. Debjani Ghosh
Sri Arjun Ghosh

Rajiv Mondal.
Jayanta Mondal
Putul Mondal

No. 10 shown in yellow border marked herewith and common areas if any **TOGETHER WITH** undivided proportionate share of land with common areas and facilities thereon more fully described in the **Second Schedule** hereunder written respectively. This allocation leaves a short fall of of 10 sq.ft. more or less of area which the owner is not desires of acquiring and thus the Developer has agreed to pay the owner herein money, upon demand of the owner herein, at the then prevailing rate in respect of the above mentioned shortfall of 10 sq.ft of area in lieu of the aforesaid mentioned area itself.

OWNERS NAMELY (1) SMT REKHA TIWARI, (2) SRI ARJUN GHOSH, (3) SRI GANESH SANKAR TIWARI, (4) SMT NIRMALA TIWARI, (5) SMT DEBJANI GHOSH, (6) SRI PABITRA GHOSH, shall gets 40 % built up Sanction built-up-area as would be constructed by the developer in the proposed building other spaces, common areas if any and the car parking in the space ground floor on similar ratio in different floors for their share of Land measuring 34 Cottahs 13 Sq.ft. more or less **TOGETHER WITH** undivided proportionate share of land with common area and facilities thereon.

1.16 **SUPER BUILT UP AREA** shall mean available saleable space of super built up area in the building to be allocated, erected, constructed and completed by the developer together with the proportionate right title, interest in land underneath and the right of user of common areas, parts, facilities and amenities within the said building. The measurement of owners' allocation of the flat shall finally be determined from the map or plan of the building to be constructed according to the sanctioned building plan.

1.17 **DEVELOPER'S ALLOCATION** shall mean as per the sanctioned built up plan get the remaining 60% total built up area saleable residential area and other spaces in the building to be constructed in the said premises together with the car parking space and the proportionate right, title interest in land underneath the said building and right of user of common areas, parts facilities and amenities thereof upon construction of the building together with absolute right on the part of the developers to enter into agreement for sale.

ARTICLE - II: TITLE AND INDEMNITY

1. The Owners hereby declare that they have good and absolute right, title, interest and possession of the said Premises to enter into this agreement with the Developer.
2. The Owners hereby declare that the said Premises is free from all encumbrances and any manner of lispendens, charges, liens, claims, encumbrances, attachments, trusts, acquisition, requisition or mortgages whatsoever and the Owners hereby agree to indemnify and keep the Developer

DEEPRKHA TRACOM PVT. LTD.

Pd
Director

Pd
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Constituted Attorney of
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Smt. Debjani Ghosh
Sri Arjun Ghosh

Subrata Mondal

Pulul Mondal

Raju Mondal

Jayanta Mondal

indemnified from and against any and all actions, charges, liens, claims, encumbrances and mortgage.

3. The Owners hereby also undertake that the Developer shall be entitled to construct the building on the said land as agreed by and between the parties hereto according to the sanctioned building plans or revised plan subjected to prior consent of the Owners/Vendors.

ARTICLE- III: DEVELOPMENT RIGHTS

1. The Owners grants exclusive rights to the Developer to develop the said land in such manner as the Developer deems fit in accordance with the provisions herein contained.

2. The Owners shall at the costs of the Developer from time to time and at any time submit and/or join with the Developers as the Owners of the said land in submitting the revised building plan, applications, forms, petitions and writings to the appropriate authority for sanction and/or approval of the revised plans and/or materials and otherwise as may be required for the construction of the building on the said land. The Developers shall cause to be made which shall be required by the Government or any authority as aforesaid to comply with any sanction or approval as aforesaid.

3. The Owners and Developer shall take all such permission, sanction and approval in compliance with the prevailing laws as are legally required for the purpose of developing the said land.

4. All applications, plans and other papers and documents referred to above shall be prepared by the Developer at their own costs and submitted by or in the name of the Owners and the Developers shall pay and bear all submission and other fees, charges and expenses required to be paid or deposited for sanction of the building plan for the building or otherwise to obtain sanction for the construction of the building thereon and Owners hereby undertakes that at the time of mutation, ULC permission or any other permission if such Govt. Authority held up the same for the legal embargo in such case Owners shall not made any objection for the same.

5. The Developer shall render the Owners all reasonable assistance necessary to apply for and/or to obtain all sanctions, permissions, clearances and approvals in terms thereof and shall show all the documents in originals to the owners before submitting the applications, plans, and other papers and documents or any

DEEPREKHA TRACOM PVT. LTD.

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Smt. Debjani Ghosh
Sri Arjun Ghosh

Subrata Mondal

Pukul Mondal

Raju Mondal

Jayanta Mondal

of them and/or to do any other act deed matter and things envisaged herein as agent for and/or on behalf of or in the name and with the consent of the Owners and to directly collect and receive back from the concerned authorities or bodies any refunds or other payments or deposits may be the Developer for which purpose the Owners shall grant the Developer and their nominees or successors, necessary power and authorities to sign make file amend withdraw and/or to follow up the same and/or to do all other acts, deeds, matters and things necessary to obtain requisite sanctions permissions clearances and approvals as aforesaid.

6. That after obtaining sanction building plan this Developer shall be allowed by the Owners in writing to have the constructive possession of the said land with the view to achieving the purpose and object envisaged herein.

7. The Developer shall exclusively be entitled to receive, realize and appropriate the sale proceeds and/or the construction cost with regard to the Developer's allocation which the Developer become entitled to receive from the intending purchaser or purchasers of flats and other saleable space or spaces in the said proposed building.

ARTICLE -IV: CONSIDERATION

In consideration of the Owners have agreed to grant to the Developers the exclusive right to develop and/or construction of the proposed building in the manner hereinbefore mentioned the Developer shall allot of the proposed building in accordance with the sanction building plan which shall be sanctioned by the Kolkata Municipal Corporation.

ARTICLE -V: BUILDING

1. The Developer shall at their own costs or by raising fund from the prospective transferees out of Developer's Allocation or in the manner they consider necessary for which it is hereby agreed between the parties hereto that the Developers shall be at liberty to invite applications from the prospective transferees from transfer out of the total built up area excepting the Owners' allocation in the building to be constructed on the land comprised in the said premises in accordance with the plan approved by the architect and sanctioned by the Kolkata Municipal Corporation or revised thereof with good materials as are necessary for such construction and specifications must not be below as

Raju Mondal. Subrata Mondal?
Jayanta Mondal - Pulul Mondal

DEEPRISHA TRACOM PVT. LTD.

P. S. Mondal
Director

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For self and
Constituted Attorney of
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Smt. Nirmala Tiwari
Smt. Debjani Ghosh
Sri Arjun Ghosh

mentioned in the Third schedule hereunder written and also in good workman like manner within a period of 4 (four) years from the date of sanction building plan.

2. The Developer shall also install and provide in the said building at their own costs the pumps, water storage tanks, overhead reservoirs, septic tanks inside electrifications and/or other facilities required to be provided in the building in terms of the sanctioned plan or under any applicable statutory bye-laws or regulations relating to the construction of the building on the said land and specifications as mentioned in the Third Schedule hereunder written and Owners shall have the common right to use GYM and community Hall and any other common facility etc. or any part in the said newly constructed building complex.

3. The Owners shall be entitled to transfer or otherwise deal with only the Owner's allocation in the building with the intending purchaser/purchasers.

4. The Developer shall be exclusively entitled to the Developer's allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any interference or disturbance, the quiet and peaceful possession of the Developer's allocation by the Owners.

5. The Developer shall be authorized in the name of the Owners in so far as it is necessary to apply for and obtain quotas, entitlements and other allocations or for cement, steel, bricks and other building materials allocable to the Owners for the construction of the building and to similarly apply for and obtain temporary connections of water, electricity, powers and permanent drainage and sewerage connection to the newly built up building and other inputs and facilities required for the construction of enjoyment of the building.

6. The Developer shall at their own financial capacity or any loan from any financial authority or Bank etc. for the interest of the project without creating any financial or other liability on the Owners' allocation construct and complete the said new building and various units and/or apartments therein in accordance with the sanctioned building plan and any amendment thereto or modifications thereof made or caused to be made by the Developer.

7. All costs, charges and expenses including Architects Fees shall be discharged and paid by the Developers and the Owners shall bear no responsibility in this context.

Raju Mondal.
Subrata Mondal.
Jayanta Mondal
Pukul Mondal

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Director

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Smt. Nirmala Tiwari
Smt. Debjani Ghosh
Sri Arjun Ghosh

ARTICLE -VI: AUTHORITY

1. The Developer shall be entitled to transfer or otherwise deal with the Flat/Flats and or apartment/apartments and/or any other saleable space or spaces of the building with right to proportionate share of land along with the use of common area facilities to the prospective transferees.

2. It is distinctly stipulated and agreed that the Developer shall have no authority to negotiation for and/or sale flat /flats or apartment/ apartments and/or any other saleable space or spaces or any portion of the Owner's allocation in the said building which the Developer agreed to make delivery of possession to the Owners as consideration of the said land and at first Developer shall be delivered or handed over possession to the Owner's allocation share and thereafter Developer shall register sale deed to Developer's allocation share

ARTICLE - VII: COMMON FACILITIES

1. The Developer shall pay and bear all ground rent, other dues and outgoing in respect of the said premises accruing due as and from the date on which the Developer will get the vacant possession till the getting of completion certificate.

2. After completion of the Owner's allocated portion of the said building the Developers shall give notice in writing to the Owners requiring the Owners to take possession of the Owner's allocation in the said building agreed to be provided as consideration of the land as per terms of this agreement and the date of service of such notice and at all times thereafter the Owners shall be exclusively responsible for payment of all Municipal and property taxes, rates, duties maintenance charges, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said Rates" payable in respect of the Owner's allocation, and the said rates are to be apportioned prorate basis with reference to the saleable space in the building.

3. The Owners and the Developers shall punctually and regularly pay for their respective allocations of the said rates and taxes to the concerned authorities or to the other authorities or to the Developers or otherwise as specified by the Developers and shall keep the Developers or other authorities in this regard indemnified against all claims, actions, demands and costs, charges, expenses against all proceedings whatsoever directly or indirectly, instituted against or suffered or incurred by the Developers or such authorities or paid by either of them to it as the case may be consequent upon default by the Owners of the Developers in this behalf.

DEEPRUKHA TRACOM PVT. LTD.

Director

For self and
Constituted Attorney of
Smt. Rekha Tiwari
Sri Ganesh Sankar Tiwari
Smt. Nirmala Tiwari
Smt. Debjani Ghosh
Arjun Ghosh

Subrata Mondal

Pulul Mondal

Raju Mondal

Sujanta Mondal

ARTICLE -VIII: OWNER'S OBLIGATIONS

1. The Owners doth hereby agree and covenant with the Developer not to do any act, deed or things whereby the Developers may be prevented from selling, assigning and/or disposing of the flat/flats or apartment/apartments and/or any other saleable space or spaces of the Developer's allocation or any portion thereof in the said building of the said premises of the Developer's allocation.
2. The Owners or any person or persons claiming through them can cause interference or obstruction whereby the Developer or any person or persons claiming through them shall in any manner be prevented or obstructed from constructing and erecting the building except from the sanctioned building plans form K.M.C. on the said land at the said Premises Number.
3. The Owner shall handover the copy of the original Title Deed of Conveyance and K.M.C. Tax Bills and or any other documents or documents in respect of the schedule property as per requirement of the Developer after signing Agreement and Register Power of Attorney on proper Receipt on condition that the Developer will deposit the original papers to the committee of building after the fulfillment of the purpose of the Developer.
4. The Owners doth hereby agree and covenant with the Developers not to let out, grant lease, mortgage and/or charge the said premises or any portion thereof without the previous consent in writing of the Developer.
5. The Developer doth hereby agree and covenant with the Developers not to let out grant lease, mortgage and/or charge the said premises or any portion thereof without the previous consent in writing of the Owners.

ARTICLE -IX: DEVELOPER'S OBLIGATION

1. The Developer hereby agrees and covenant with the Owners to complete the construction of the said building in terms of this Agreement and in accordance with Sanctioned Building Plan or revised one to be sanctioned by the Kolkata Municipal Corporation within 4 (Four) years from the date of sanction of building plan unless prevented by any circumstances beyond the control or by force majeure.

DEEPRISHA TRACOM PVT. LTD.
Director

For self and
Constituted Attorney of
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Smt. Ganesh Sankar Tiwari
Smt. Nirmala Tiwari
Smt. Debjani Ghosh
Sri Arjun Ghosh

Raju Mondal. Subrata Mondal?
Jayanta Mondal - Pukul Mondal

2. The Developer hereby agrees and covenants with the Owners not to violate, contravene or deviate from any of the provisions or Rules applicable for construction of the said building.

3. The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners is prevented from enjoying, selling, assigning and/or disposing of the Owner's allocation or any portion thereof of the said building in the said premises.

4. The Owners hereby agrees and covenants with the Developer not to do any act deed or things whereby the owners is prevented from enjoying, selling, assigning and/or disposing of the Developer's allocation or any portion thereof of the said building in the said premises.

ARTICLE -X: MISCELLANEOUS

1. The Owners and the Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of force majeure with a view to obligation of the party affected by the force majeure shall suspended during the duration of the period of force majeure exists.

2. It is understood that from time to time to facilitate the uninterrupted construction of the building by the Developer, various acts, deeds, matters and things not herein specified may be required to be done by the Developers for which the Developer may require the authority of the Owners and various applications and other documents may be required to which specific provisions may not have been mentioned herein, the Owners hereby undertakes to do all such acts, deeds, matters and things which do not in any way infringe the rights of the Owners and/or go against the spirit of these presents.

3. Any notice required to be given by the Developer shall without prejudice to any other mode of service be deemed to have been served on the Owners or if delivered by hand (acknowledgement is required) or sent by prepaid Registered post to the Owners and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by prepaid Registered post of the office of the Developers.

4. The Developer and the Owners shall mutually frame scheme for the management and administration of the said building or buildings and/or common

Rajin Mondal. Subrata Mondal
Jyanta Mondal Pukul Mondal

DEEPRUKHA TRACOM PVT. LTD.

Director

For self and
Constituted Attorney of
Smt. Recha Tiwar
Sri Ganesh Sankar Tiwari
Smt. Nirmala Tiwari
Smt. Debjani Ghosh
Sri Arjun Ghosh

parts thereof, The Owners hereby agrees to abide by all the Rules and regulations to be framed by any Society/Association/Holding Association and/or any other organization will be in charge of such management of the affairs of the building or buildings and/or common parts thereof and the parties hereto hereby give their consent to abide by such Rules and Regulations and Owners shall pay the maintenance and service charges after possession of the Owner's allocation share as same cost shall be borne by the intending purchaser or purchasers/ flat owners as square feet basis which shall be controlled by the Society framed by the flat owners and in such case no flat owners shall be made any objection for the same.

5. Nothing in these presents shall be construed a demise or assignment or conveyance in law of the Owner's allocation in the said building on the plot or as part of the Developer or as creating any right title or interest in respect thereof in the Developer other than an exclusive license to the Developers or commercially exploit the same in terms hereof.

6. After completion of the construction of the building if necessary as per law, the Owners shall at the request of the Developer execute and register appropriate transfer deeds/conveyances of the proportionate share of land in favour of the Developer or their nominee and/or the Transferee or Transferees. The stamp duty including the registration charges and all other legal expenses payable for the transfer shall be borne by the transferee or transferees.

7. Specification and internal works shall be same with Developer's allocation as well as Owner's allocation same.

8. That the parties confirm that after inspecting and satisfying themselves as to their respective rights and allocations contained in the hereinafter annexed proposed plan, they have no objection with regard to their respective allocation.

9. That the Developer shall obtain completion certificate from the competent authority at its own costs and expenses and shall handover the same to the owners and all the intended purchaser/purchasers.

10. It has been specially understood between the parties that, save and except the term as mentioned herein, the modification and alternation made of the MOA dated 17.02.2011 shall remain valid and subsisting and the parties shall always be binding by the same. However, in case of any contradiction regarding any

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Sri Arjun Ghosh

Raju Mondal. Subrata Mondal
Jayanta Mondal Pulul Mondal

provision of this memorandum of agreement with any provision of the said agreement, the provision of the MOA shall prevail.

11. It is distinctly agreed and understood by and between the parties that if the area namely saleable spaces as the Developer agreed to allot in favour of the Owners in terms of the agreement for development is increased and/or decreased at the time of obtaining the sanctioned Building Plan in accordance with the Building Rules of the Kolkata Municipal Corporation, in such event, the same agreed ratio of 40% on the increased or decreased sanction area shall have the option to relinquish such excess allocation on marketable rate payable by the Developer directly or through its nominee or nominees.

12. It is further agreed and understood by and between the parties herein that before the execution and registration of Deed of Conveyance relating to the Developer's allocation portion and also delivery of possession, the Developer at first shall deliver complete constructed possession in habitable condition in favour of the Owners in the proposed building in terms of this agreement for development.

13. It is also agreed and understood by and between the parties herein that the Developer shall complete the building and also both the flats relating to the Owner's Allocation and Developer's Allocation with same standard finishing products unless any of the flat owners pay for any extra fittings and fixtures or up gradation on payment of the excess price for the same.

ARTICLE - XI: FORCE MAJEURE

1. Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout, labor unrest and/or any other acts or commission beyond the control of the parties hereto affected thereby and also non-availability of essential materials like cement, steel etc.

2. The parties hereto shall not be considered to be liable for any obligation here above to the extent that the performance of the relative obligations prevented by the existence of the "Force Majeure" shall be suspended from the obligation during the period of this "Force Majeure".

ARTICLE - XII: ARBITRATION

In case of any dispute or difference which may arise between the parties with regard to the construction, meaning and effect or interpretation of any of the terms

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For and on behalf of
Constituted Attorney of
Smt. Rekha Tiwari
Sri Ganesh Sankar Tiwari
Smt. Nimata Tiwari
Smt. Debjani Ghosh
Arjun Ghosh

Raju Mondal
Santanu Mondal
Pukul Mondal

and conditions or any part thereof herein confined or touching these presents or determination of any liability the same shall be referred to court and the court will settle.

ARTICLE -XIII: JURISDICTION

The Learned Court/Courts having territorial jurisdiction over the said property shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the piece or parcel of bastu land measuring 46 Cottahs 13 chittacks 00 Sq.ft more or less together with structure tile shed measuring 2000 Sq.ft more or less as is where is basis lying at and being comprised in Mouza - Kasba, Pargana - Khaspur, P.S. Kasba, J.L. No.13, Touzi No.145, R.S. Dag No.3235, 3259, 3260 and 3260/6126, under R.S. Khatian no. 555 being K.M.C. Premises No. 20, Rajdanga Main Road, P.S. Kasba, Kolkata- 700107, being Assessee No. 311071600201, Police Station- Kasba, Kolkata- 700107, now within the local limits of the Kolkata Municipal Corporation under Ward No. 107, within the limit of District-24 Parganas (South) together with all easement right thereto butted and bounded by :-

ON THE NORTH BY : Rajdanga Main Road, Land and Building of B. Ghosh.

ON THE EAST BY : Common Passage, Land of Laxmi Mondal and Madhab family's property.

ON THE WEST BY : 157, Rajdanga Main Road, Sil and Narayan Banerjee's House and Common Passage.

ON THE SOUTH BY : Residence of Raja Sen and Majumder's Land and Common Passage;

THE SECOND SCHEDULE ABOVE REFERRED TO:

(A) OWNER'S ALLOCATION AND (B) DEVELOPER'S ALLOCATION.

OWNERS'/ VENDORS' ALLOCATION shall mean **OWNERS** NAMELY (1) SRI RAJU MONDAL (2) SRI JAYANTA MONDAL (3) SRI SUBRATA MONDAL shall gets jointly 40 % of the sanctioned built up area as would be constructed by the developer in the proposed building other spaces, common areas if any and the car parking space on the ground floor on similar ratio which shall consists six self contained residential flats in different floors each measuring 75 Sq.M more or less.

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Sri Genesh Sankar Tiwari
Smt. Nirmala Tiwari
Smt. Debjani Ghosh
Sri Arjun Ghosh

Raju Mondal. Subrata Mondal
Jayanta Mondal - Pulul Mondal

and six car parking spaces demarcated and numbered, measuring about 135 sq.ft. each for their share of land measuring 8 Cottahs 5 Chittacks 41 Sq.ft. more or less **TOGETHER WITH** undivided proportionate share of land with common area and facilities thereon and in addition Developer shall be provided alternative accommodation during the period of construction temporary rent free accommodation of two "two room flats" in the nearest locality till hand over possession of their Owner's allocation share.

(i) **RAJU MONDAL**

Owner namely **SRI RAJU MONDAL**, shall as per the sanctioned built plan get 1) Flat No. 4C North East Side measuring about 115.293 Sq.mts on the **fourth Floor**, in Block No. A in the G + 7 storied building as would be constructed by the Developer in the said premises (hereafter delineated on the map annexed hereto and shown with **red borders** and mark as "A1") along with common areas if any and area No.11 on the **Ground floor** of Block A and another area marked as No.3 on the Ground floor of Block No. C each covered car parking space measuring about 135 sq.ft more or less shown with red borders herewith Together with undivided proportionate share of land with common area and facilities thereon morefully described in the **Second Schedule** hereunder written and 2) Rs. 14,64,000/- (Rupees Fourteen Lacs Sixty Four thousand) only for a shortfall of 366 (Three hundred sixty six) sq.ft of area more or less which he is not desirous of acquiring.

(ii) **JAYANTA MONDAL**

Owner namely **SRI JAYANTA MONDAL**, shall as per the sanctioned built plan get 1) Flat No. 2A south east west side measuring about 77.118 Sq.mts on the **Second Floor** and 2) Flat No. 1C north west side measuring about 75.108 sq. mts on the **First Floor** in the G + 3 building on the South East portion of the sanctioned plan (marked in the plan and referred to as **Block No. C**) as would be constructed by the Developer in the said premises (hereafter delineated on the map annexed hereto and shown with **Blue borders** and marked as "B1" and "B2") along with area on the Ground Floor of Block No. C bearing No. 1 and 2 each covered car parking space measuring about 135 sq.ft. more or less and shown with blue border marked herewith along with common areas if any **TOGETHER WITH** undivided proportionate share of land with common areas and facilities thereon more fully described in the **Second Schedule** hereunder written respectively. This allocation results in an additional area of 38 sq.ft. more or less over and above his total rightful allocation which is being given to him at no extra cost shall be demanded by the Developer in future.

DEEPRUKHA TRACOM PVT. LTD.

[Signature]
Director

[Signature]
For self and
Constituted Attorney of
Smt. Rekha Tiwari
Sri Ganesh Sankar Tiwari
Smt. Nirmala Tiwari
Sri Arjun Ghosh

Raju Mondal. Subrata Mondal
Jayanta Mondal - Pritul Mondal

(iii) **SUBRATA MONDAL**

Owner namely **SRI SUBRATA MONDAL**, shall as per the sanctioned built plan get 1) Flat No. 1A south east west side measuring about **77.118 Sq.mts** on the **First Floor** and 2) Flat No. 2C north west side measuring about **75.108 sq. mts** on the **Second Floor** in the G + 3 building on the South East portion of the sanctioned plan (marked in the plan and referred to as **Block No. C**) as would be constructed by the Developer in the said premises (hereafter delineated on the map annexed hereto and shown with Green borders and marked as "C1" and "C2") along with area on the Ground Floor of Block No. C bearing No. 4, 5 covered car parking space each measuring about **135 sq.ft.** more or less and shown with Green border marked herewith and along with common areas if any **TOGETHER WITH** undivided proportionate share of land with common areas and facilities thereon more fully described in the **Second Schedule** hereunder written respectively. This allocation results in an additional area of **38 sq.ft.** more or less over and above his total rightful allocation which is being given to him at no extra cost shall be demanded by the Developer in future.

OWNERS NAMELY SMT PUTUL MONDAL shall gets 40 % built up Sanction built-up-area as would be constructed by the developer in the proposed building other spaces, common areas if any and the car parking in the space ground floor on similar ratio which shall consists three self contained residential flats in different floors each measuring about 65 Sq.M more or less and three car parking spaces, demarcated and numbered, measuring about 135 sq.ft. each for her share of land measuring 3 Cottahs, 10 Chittaks, 4 Sq.ft. more or less **TOGETHER WITH** undivided proportionate share of land with common area and facilities thereon and in addition Developer shall be provided alternative accommodation during the period of construction temporary rent free accommodation of one" two room flat" in the nearest locality till hand over possession of their Owner's allocation share.

SMT PUTUL MONDAL

Owner namely **SMT PUTUL MONDAL**, shall as per the sanctioned built plan get 1) Flat No. 3C North East measuring about **115.293 Sq.mts** on the **Third Floor**, in **Block No. A** and 2) Flat No. 1B North East measuring about **78.817 sq. mts** more or less on the **First Floor** in **Block No. C** as would be constructed by the Developer in the said premises (hereafter delineated on the map annexed hereto and shown with Yellow borders and marked as "D1" and "D2") along with area marked as **NO.6** and **7** on the Ground Floor of Block No. C covered car parking space each measuring about **135sq.ft.** more or less and another area covered car

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P. S. N.
Director

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For and
Constituted Attorney of
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Sri Ganesh Sankar Tiwari
Smt. Nirmala Tiwari
Smt. Debjani Ghosh
Arjun Ghosh

Raju Mondal. Subrata Mondal?
Jayanti Mondal - Putul Mondal

parking space measuring 135 sq.ft. on the Ground floor of Block No. A bearing No. 10 shown in yellow border marked herewith and common areas if any **TOGETHER WITH** undivided proportionate share of land with common areas and facilities thereon more fully described in the **Second Schedule** hereunder written respectively. This allocation leaves a short fall of 10 sq.ft. more or less of area which the owner is not desirous of acquiring and thus the Developer has agreed to pay the owner herein money, upon demand of the owner herein, at the then prevailing rate in respect of the above mentioned shortfall of 10 sq.ft. of area in lieu of the aforesaid mentioned area itself.

OWNERS NAMELY (1) SMT REKHA TIWARI, (2) SRI ARJUN GHOSH, (3) SRI GANESH SANKAR TIWARI, (4) SMT NIRMALA TIWARI, (6) SMT DEBJANI GHOSH, (8) SRI PABITRA GHOSH, shall get 40 % built up. Sanction built-up area as would be constructed by the developer in the proposed building other commercial spaces, common areas if any and the car parking in the space ground floor on similar ratio in different floors for their share of Land measuring 34 Cottahs 13 Sq.ft. more or less **TOGETHER WITH** undivided proportionate share of land with common area and facilities thereon.

(A) **DEVELOPER'S ALLOCATION** shall mean

DEVELOPER'S ALLOCATION shall mean as per the sanctioned built up plan get the remaining 60% total built up area scalable residential area and with the sanctioned car parking spaces and the proportionate right, title interest in land underneath the said building and right of user of common areas, parts, facilities and amenities thereof upon construction of the building together with absolute right on the part of the developers to enter into agreement for sale **TOGETHER WITH** undivided proportionate share of land with common area and facilities thereon.

If the Developer felt necessity for the smooth running of the project on the above mentioned land for rehabilitate the Tenant then the Developer may allowed to construct another one Building say marked "D" and the Developer at any time may shift the Tenant on the said Building (MARKED "D") and registered the deed / deeds in favour of the Tenant out of the Developer's Allocation say 60% of the total constructed built up area but it is strictly only allowed for the Tenant.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Construction Specification of the Unit)

LAND : Free hold land measuring 46 cottahs 13 chittaks more or less

LOCATION : Plot is situated at Premises No. 20, Rajdanga Main Road P.S. Kasba, Kolkata - 700 107,

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Director

For and on behalf of
Smt. Rekha Tiwari
Sri Ganesh Sankar Tiwari
Smt. Nirmla Tiwari
Smt. Debjani Ghosh
Sri Arjun Ghosh

Raju Mondal
Sujata Mondal
Jayanta Mondal
Pulul Mondal

MAIN FACILITY : 24 hours water supply arrangement through under ground and overhead water storage tanks.

SPECIFICATION OF STRUCTURE : The building will be designed on R.C.C. framed structures.

WALLS : Outer wall : 200 mm. thick, Walls between two flats : 125 mm. thick & Inter walls : 75 mm. thick.

WINDOWS : All windows as per architect's design will be made of Aluminium and shutter will be provided with best quality glass and all other necessary accessories.

DOORS : All doors frames will be of 1st Class seasonal sal wood and all door panels will be commercial ply (flush door) or seasonal wood panel door. All doors painted with enamel colour as per Architect's proposal. Main door will have Teak wood Pannel.

Sizes of the door : A. Main door : 3' - 6" x 7', B. bed rooms & Kitchen doors : 3' - 0" x 7' and toilet & other doors : 2' - 6" x 7'.

DOOR FITTINGS : A) Main door fittings : (i) Brass made hatch bolt, (ii) Door eye piece, (iii) Handle (Brass made), (iv) Stopper (Brass made), (v) Buffer (vi) Brass made tower bolt.

B. All other door fittings : i) Brass made tower bolts, ii) Brass made stopper, iii) Brass ring & v) Buffer.

FLOORING : A) All rooms including verandah and all passage areas laid with Marble slab to floor and the skirting upto 6" height.

B) Kitchen floor laid with Marble Chowka (2' X 2') to floor and skirting upto 6" height. Kitchen table top up to 3'-0 height will be finished with glaze tiles and kitchen table made of Black granite stone and one steel sink will be provided.

C) Toilet and W.C. floors laid with Marble Chowka (2' X 2') to floor and skirting upto 6" height and dado upto 7'-0 height will be finished with white colour glaze tiles.

Lift :- Standard Company

PLUMBING AND SANITARY FITTINGS : A. Toilets: i) One western style Commode with low down P.V.C. cistern provision, ii) One tap line in front of Pan, iii) One shower line, iv) One tap line under the top shower & v) One basin line.

B. W.C.: i) One western style commode with P.V.C. cistern arrangement, ii) One tap line in front of commode, iii) One General tap Provision.

And Toilet & W.C. fittings will be fitted :

a) One 18"x12" size basin with complete fittings, b) One C.P. Shower,
C. Kitchen : i) One sink with tap line & ii) One tap line under the sink.

DEEPREKHA TRACOM PVT. LTD.

P. K. Mondal
Director

P. K. Mondal
For self and
Constituted Attorney of
Smt. Raksha Tiwari
Smt. Ganesh Sankar Tiwari
Smt. Nimala Ghosh
Smt. Debjani Ghosh
Arjun Ghosh

Raju Mondal
Sudanta Mondal
Pulul Mondal
Jayanta Mondal

N.B. All G.I. concealed line will be of 3/4" dia G.I. TATA medium pipe and all porcelain fitting will be of standard Company marked and all plumbing fittings will be provided Chromium plated (Delux Model).

INTERIOR WALLS : Sand cement plaster with parisc finish.

ELECTRICALS : Concealed wiring with standard company make switches and plugs. Electrical points will be provided as per detail below:-

- i) Bed room : Two light point, one fan point & one A.C. Point & One plug Point.
- ii) Living cum dinning room : Four light point, One Fan point, One 15 amp. Plug point, One Telephone Point, One Point for Antena and two 5 Amp. Plug Point, One A.C. point
- iii) Kitchen : One exhaust point, one light point & two 15 amp. Plug Point.
- iv) Toilets : One light point & One exhaust point & one Gizzard point.
- v) Balcony : One light point.
- vi) General : One bell point at the main gate of the Flat.

EXTERIOR FINISH : Outside wall of the building will be painted with two coat of weather proof cement paint. All exposed pipe lines will be painted with synthetic enamel colour.

ROOF AND TERRACE FINISH : Roof and open terrace will be finished with mosaic.

SECURITY DEPOSIT OF ELECTRIC CHARGES : Individual meter for each and every flat in the name of Purchaser and also common meter deposit money and installation charges proportionately borne by the every Purchaser /or flat Owners.

FACILITIES : Power Back up System (Generator) and Security System(C.C. T.V.) will be provided subject to cost and expenses will borne by the Purchasers.

EXTRA WORK : The any extra work other than standard specification shall be entertained and charge at Market available rate decided by the owners and Developers jointly before starting of execution of the said work. Outside contractors will not be allowed to extra work, until the possession of the flat. Full payment for such extra work shall be made before the work is started. Any kind of extra work which is involving structural deviation shall not be entertained.

COMMON AREAS : i) Stair case & Stair case landing in all floors, ii) Lift & Lift-well iii) Common passage in the ground floor excepting open and cover car parking spaces if any. iv) Water pump, under ground water tank, over head water storage tank, water pipes and other plumbing installations. v) Electrical wiring, common meter and fittings (excluding those as installed for any particular unit), vi) Pump and Motor, vii) Drainage and sewerage accessories, viii) Boundary walls and Main gate, ix) Ultimate roof, x) Care taker room and Care taker toilets, xi) Common meter and individual meter space, xii) Intercom system xiii) Such other common parts, areas, equipments installations, fixture and fittings and spaces in or about the building as are necessary for passage, user and occupation of units in common as are specified by the Developer expressly to be the common parts after construction of the building but except the other open, covered car parking space.

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P. S. N.
Director

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For self and
Constituted Attorney of
Smt. Rekha Tiwari
Sri Ganesh Sankar Tiwari
Smt. Nimale Tiwari
Smt. Debjani Ghosh
Sri Arjun Ghosh

Raju Mondal. Sabita Mondal
Sanyas Mondal - Pulul Mondal.

LEGAL ADVISOR : MR. RATAN PAL , Advocate, High Court, Calcutta. All documents of this Building Project shall be prepared by Mr. Ratan Pal, Advocate.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands and seals on the day month and year first mentioned above.

SIGNED SEALED AND DELIVERED
by the within named parties at
Kolkata in the presence of :

WITNESSES:

1. Abhishek Singh
89, Sakinik School Rd.
Howrah - 71106
P.S.:- Golabari

2. Bapi Mondal
13, Raj Banga Main Road
K01-107

Putul Mondal.
Subrata Mondal.
Sanyanta Mondal

Raju Mondal.

P. S. Ghosh (PABITRA GHOSH)

For Self and
Constituted Attorney of
Smt. Rakha Tiwari
Sri Ganesh Sankar Tiwari
Smt. Nirmala Tiwari
Smt. Debjani Ghosh
Sri Arjun Ghosh

Signature of the Owners/Vendors

DEEPRUKHA TRACOM PVT. LTD.
P. S. Ghosh
Director

Signature of the Developer

Drafted by

Ratan Pal
RATAN PAL

Advocate

High Court, Calcutta

MEMO OF CONSIDERATION

RECEIVED from the within named Developer a sum of Rs.14,64,000/- (Rupees Fourteen Lacs Sixty Four Thousand) only as consideration money within express in lieu of Raju Mondal share allocation of 366 sq.ft area in the project as per memo below:

Rs.14,64,000/-

MEMO

1. Paid by D.D No. 253529 dated 08.05.2019
 Drawn on Federal Bank Branch, R.N. Musafia Rd.

in Favour of Raju Mondal

Rs. 14,64,000 /-

2. Paid by D.D No. dated

Drawn on Branch,

in Favour of Raju Mondal

Rs. /-Rs.14,64,000/-

(Rupees Fourteen lacs Sixty four thousand only)

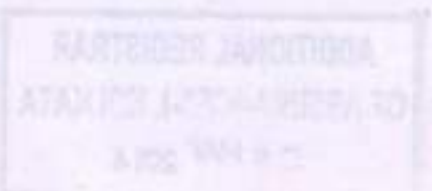
WITNESSES :

1. Abhisek Singh

2. Bop, Mondal

Raju Mondal.

Signature of the
 "Owners/Vendors"



Area Statement
Prem No.:20,Rajdanga Main Road,Wd - 107,Br - XII

1 Block-A or B
Flat-A/B/C/D

Covered area of the flat(SQM)	Share of stair & Lift Lobby(SQM)	Share of Community Hall(SQM)	Add for C.B.area (SQM)	Total built up area(SQM)
97.905	14.392	1.796	1.2	115.293

2 Block-C

Covered area of the flat(SQM)	Share of stair & Lift Lobby(SQM)	Share of Community Hall(SQM)	Add for C.B.area (SQM)	Total built up area(SQM)
F-A-65.322	10.582	1.214	0.6	77.118
F-B-66.761	10.815	1.241	0.6	78.817
F-C-63.620	10.306	1.182	0.6	75.108
3 F-A-93.046	15.073	1.729	1.2	109.848
3 F-B-38.820	6.288	0.721	-	45.829

Raju Mondal.

Jayanta Mondal

Subanta Mondal

Putul Mondal.

P. S. D.

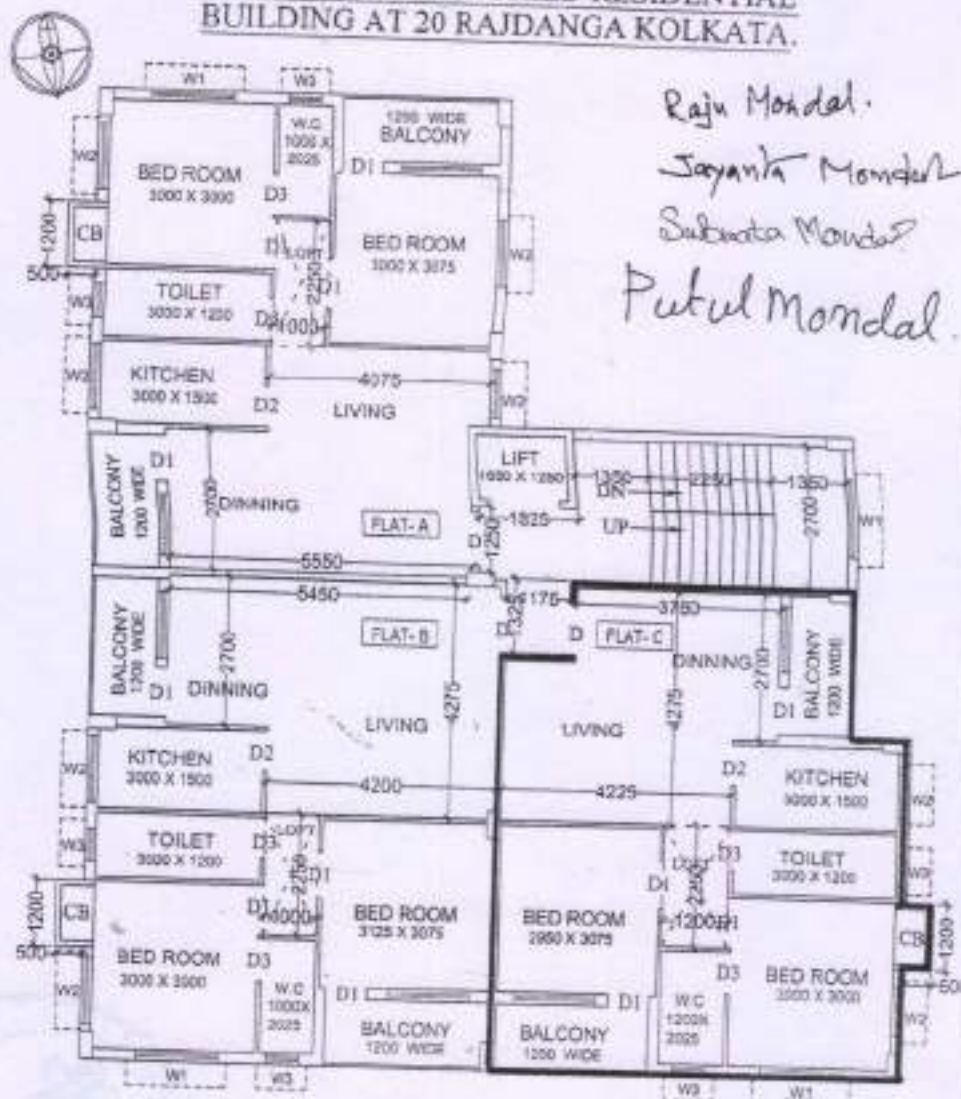
For self and
Constituted Attorney of
Smt. Heba Tiwari
Sri Ganesh Sankar Tiwari
Smt. Nirmala Tiwari
Smt. Debjani Ghosh
Sri Arjun Ghosh

P. S. D.
Director

RANGBARI JAMINDAR
KATAPATI JAMINDAR
1000 1000 1000

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PROPOSED G+III STORIED RESIDENTIAL
BUILDING AT 20 RAJDANGA KOLKATA.



TYPICAL FLOOR PLAN OF BLOCK - C
(1ST FLOOR)

SCALE: 1:100

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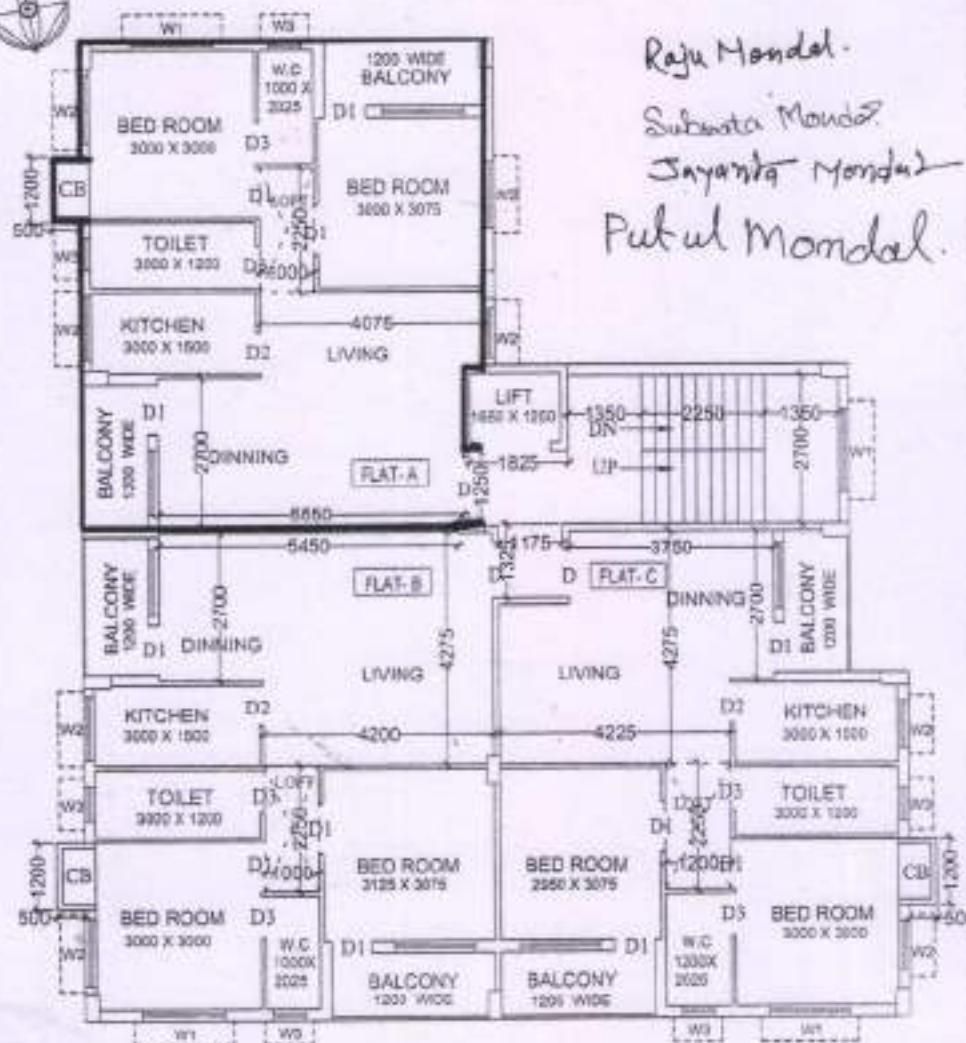
[Signature]
Director

JAYANTA (1C)

For Self and
Constituted Attorney of
Smt. Rekha Tiwari
Sri Ganesh Senkar Tiwari
Smt. Nimola Tiwari
Smt. Debjani Ghosh
Sri Arjun Ghosh

REGISTERED ARCHITECT
ATKAR'S ARCHITECTS
AND ENGINEERS

PROPOSED G+III STORIED RESIDENTIAL
BUILDING AT 20 RAJDANGA KOLKATA.



TYPICAL FLOOR PLAN OF BLOCK - C
(2ND FLOOR)

SCALE-1:100

CEEPREKHA TRACOM PVT. LTD.

P. S. Ghosh
Director

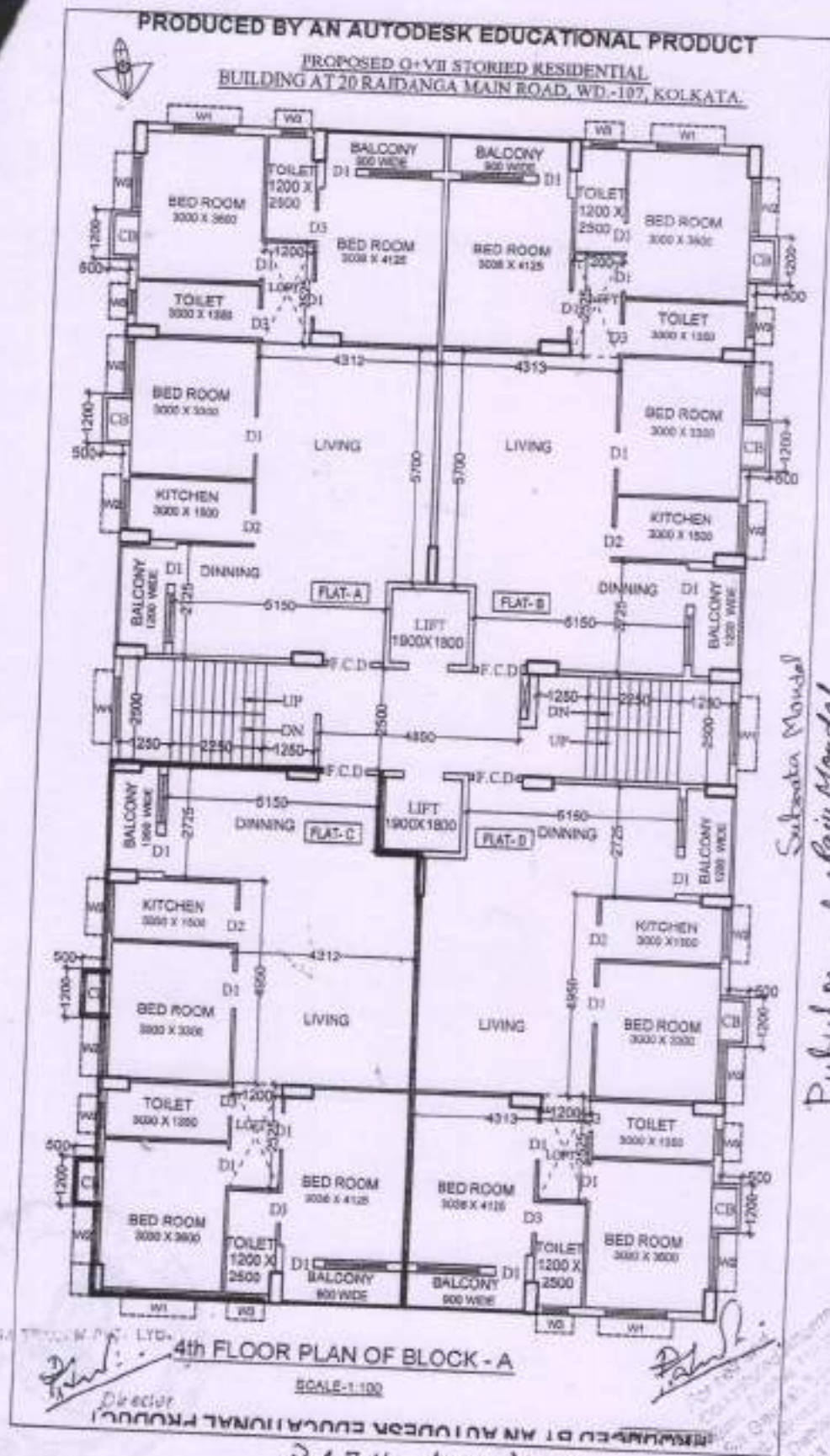
JAYANTA (24)

P. S. Ghosh
For self and
Constituted Attorney of
Smt. Rekha Tiwari
Sri Ganesh Sarker Tiwari
Smt. Nirmala Tiwari
Smt. Debjani Ghosh
Sri Arjun Ghosh

SAVITRI JAYANTA
ATANKA LAKSHMI
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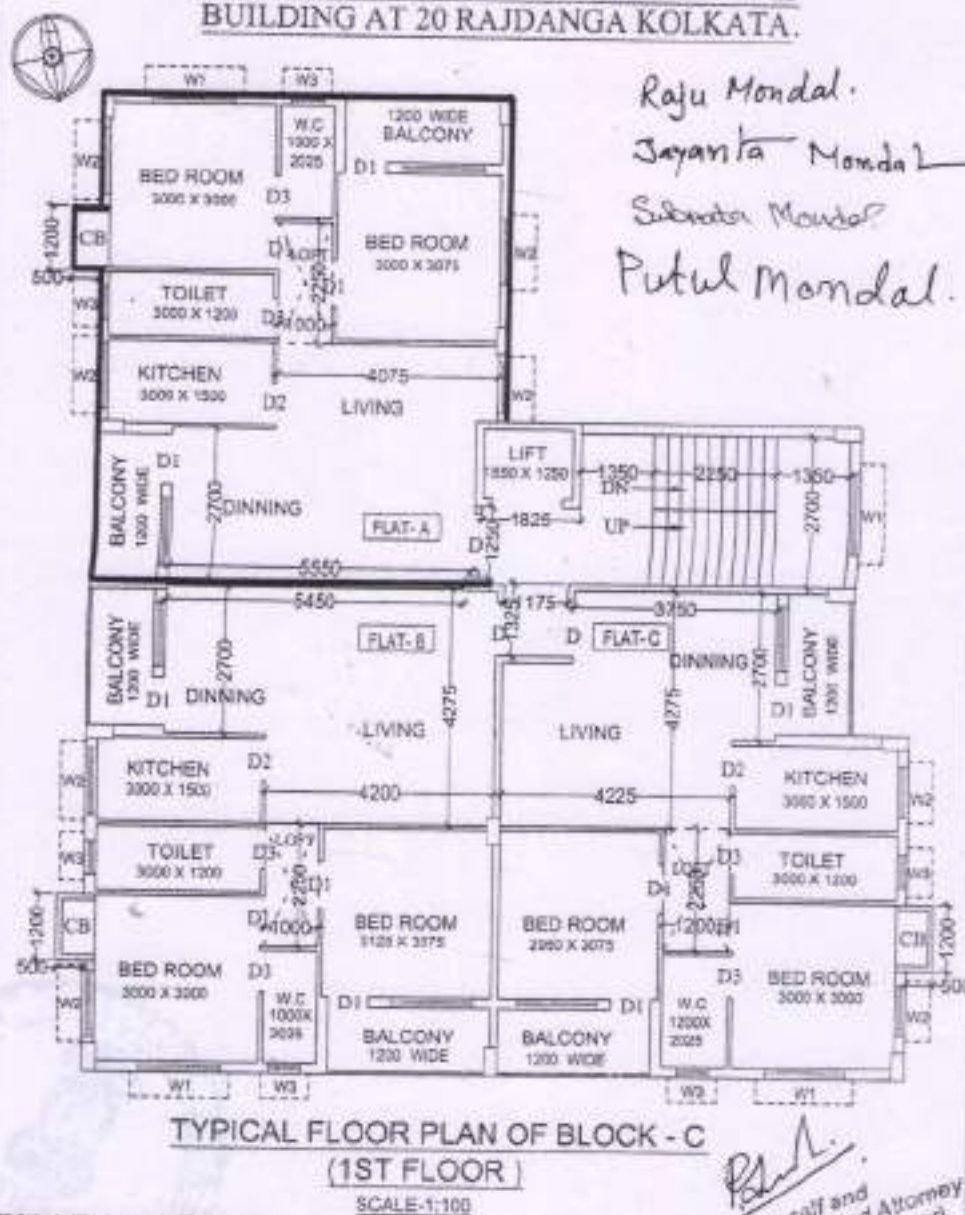
PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

Subrata Mondal
Pulul Mondal, Raju Mondal
Jayanta Mondal

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

Raju Mondal.
Jayanta Mondal
Subrata Mondal
Putul Mondal.

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



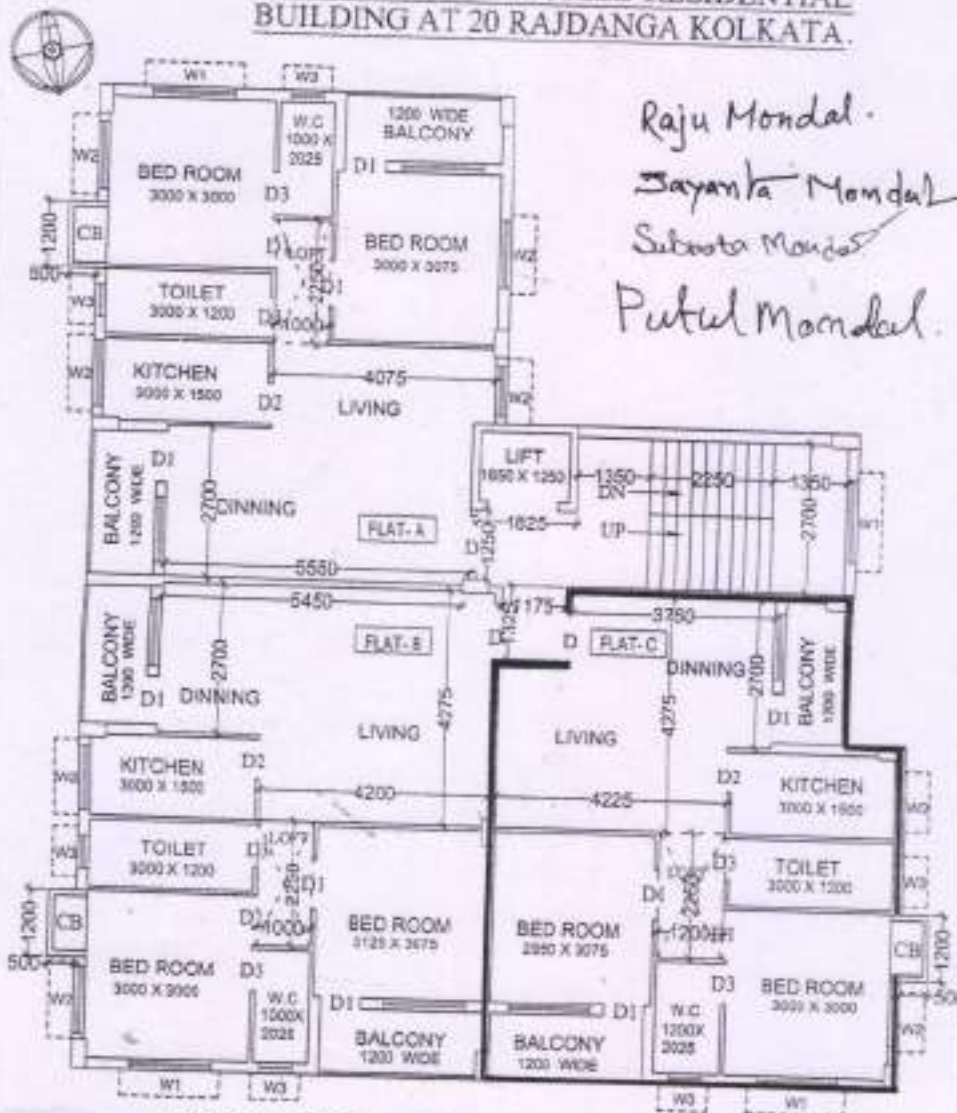
DEEPSEA DRAGON PVT. LTD.

Paul
Director

SUBRATA (1A)

For self and
Constituted Attorney of
Smt. Rakha Tiwari
Sri Ganesh Sankar Tiwari
Smt. Nirmala Tiwari
Smt. Debjani Ghosh
Sri Arjun Ghosh

PROPOSED G+III STORIED RESIDENTIAL
BUILDING AT 20 RAJDANGA KOLKATA.



Raju Mondal.
Sayanta Mondal
Subrata Mondal
Putul Mondal.

TYPICAL FLOOR PLAN OF BLOCK - C
(2ND FLOOR)

SCALE-1:100

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Subrata
SUBRATA (CC)

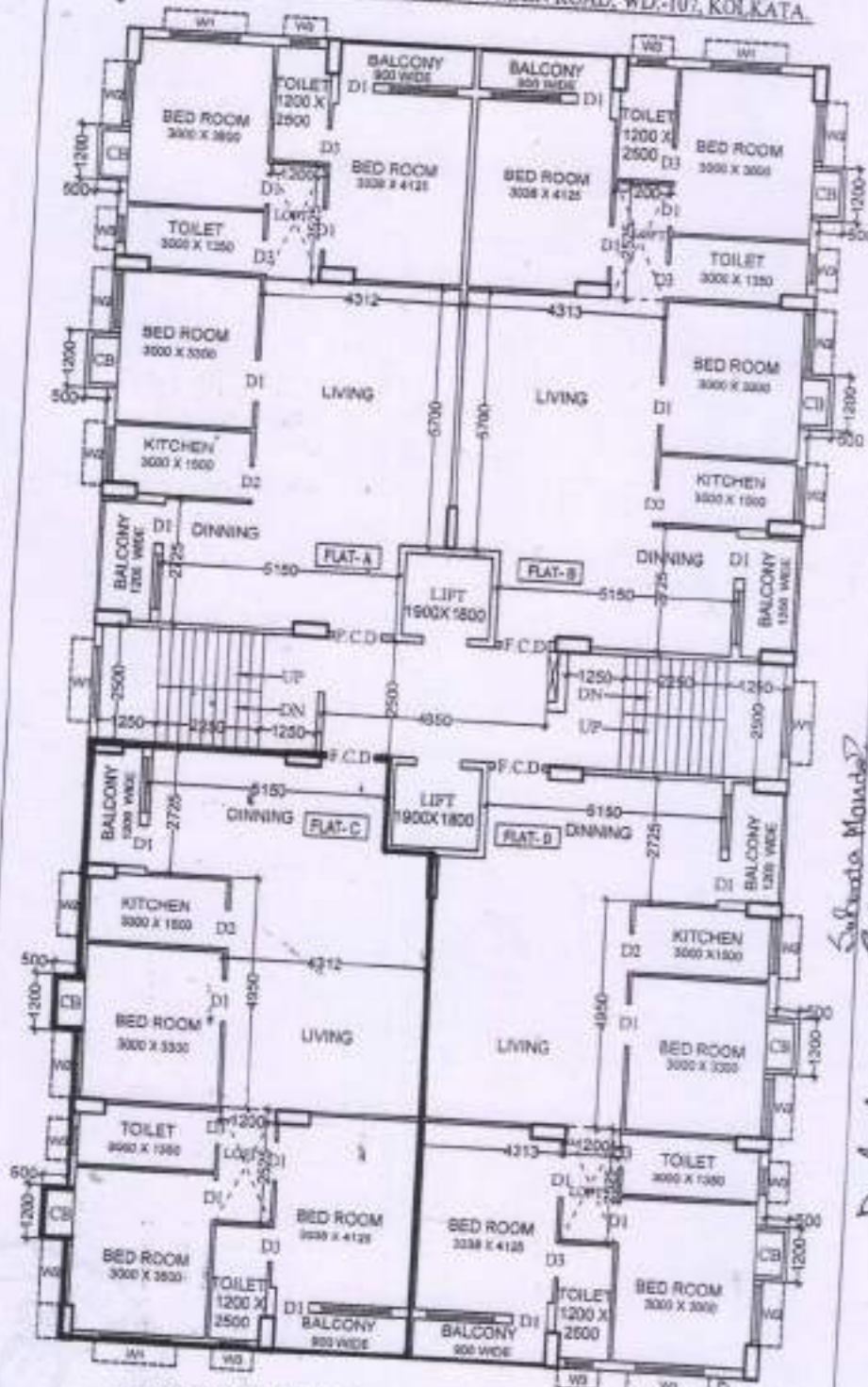
SUBRATA (CC)

*For self and
Constituted Attorney of
Smt. Raksha Tiwari
Smt. Ganesh Senkar Tiwari
Smt. Nirmala Tiwari
Smt. Debjani Ghosh
Sri Arjun Ghosh*

REGISTERED
ATANKA LAKSHMI
1000000000

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PROPOSED G+VII STORED RESIDENTIAL
BUILDING AT 20 RAJDANGA MAIN ROAD, WD-107, KOLKATA



3rd FLOOR PLAN OF BLOCK - A

SCALE: 1:100

PUTUL MONDAL

For self and
constituted Attorney of
Sri Ganesh Sankar Tiwari
Smt. Nimajit Tiwari
Smt. Debajani Ghosh
Sri Arjun Ghosh

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

Putul Mondal
Sujanta Mondal

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

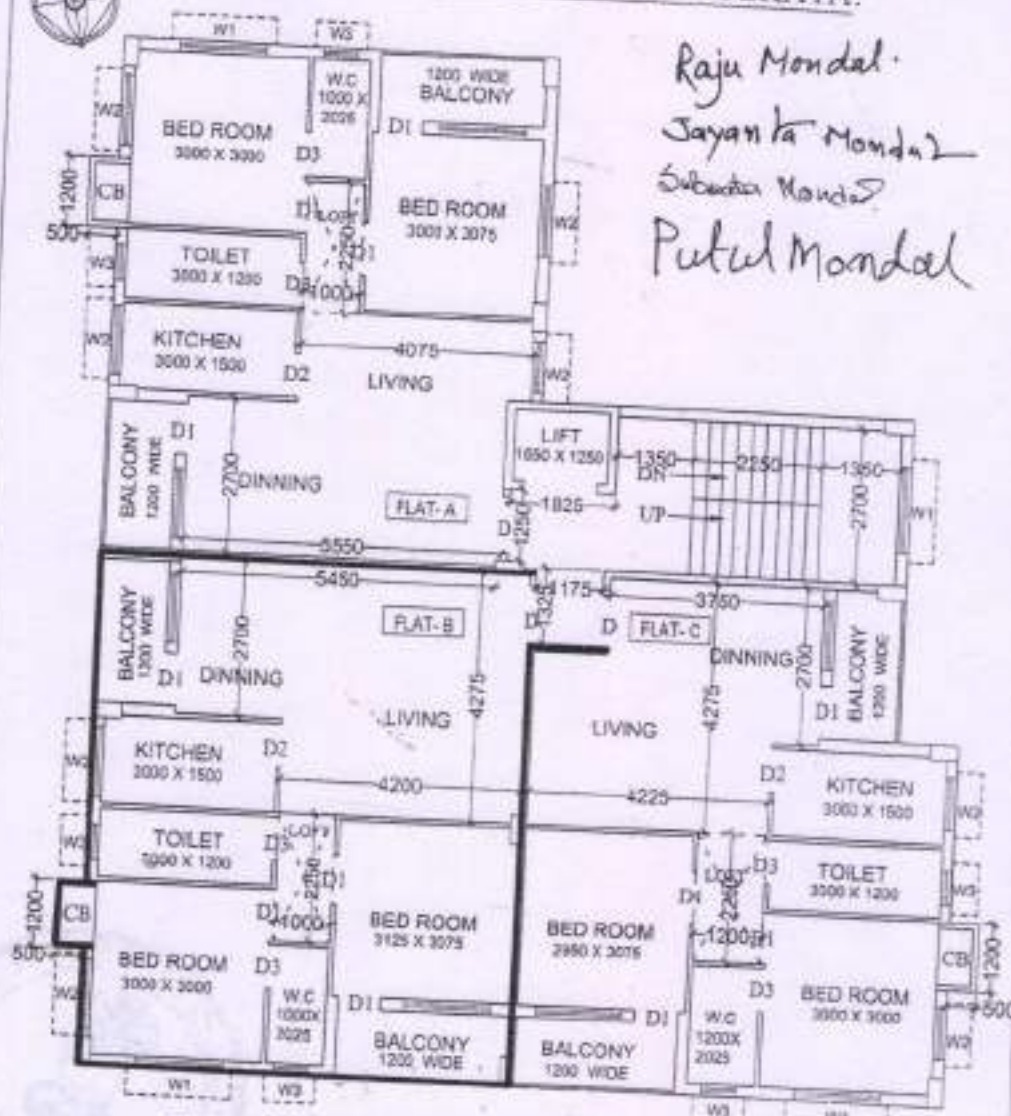
PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PROPOSED G+III STORIED RESIDENTIAL
BUILDING AT 20 RAJDANGA KOLKATA.

Raju Mondal
Jayanika Mondal
Subanta Mondal
Putul Mondal

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



TYPICAL FLOOR PLAN OF BLOCK - C
(1ST FLOOR)

SCALE: 1:100

DEEPAKHA TRACOM PVT. LTD.

Putul
Director

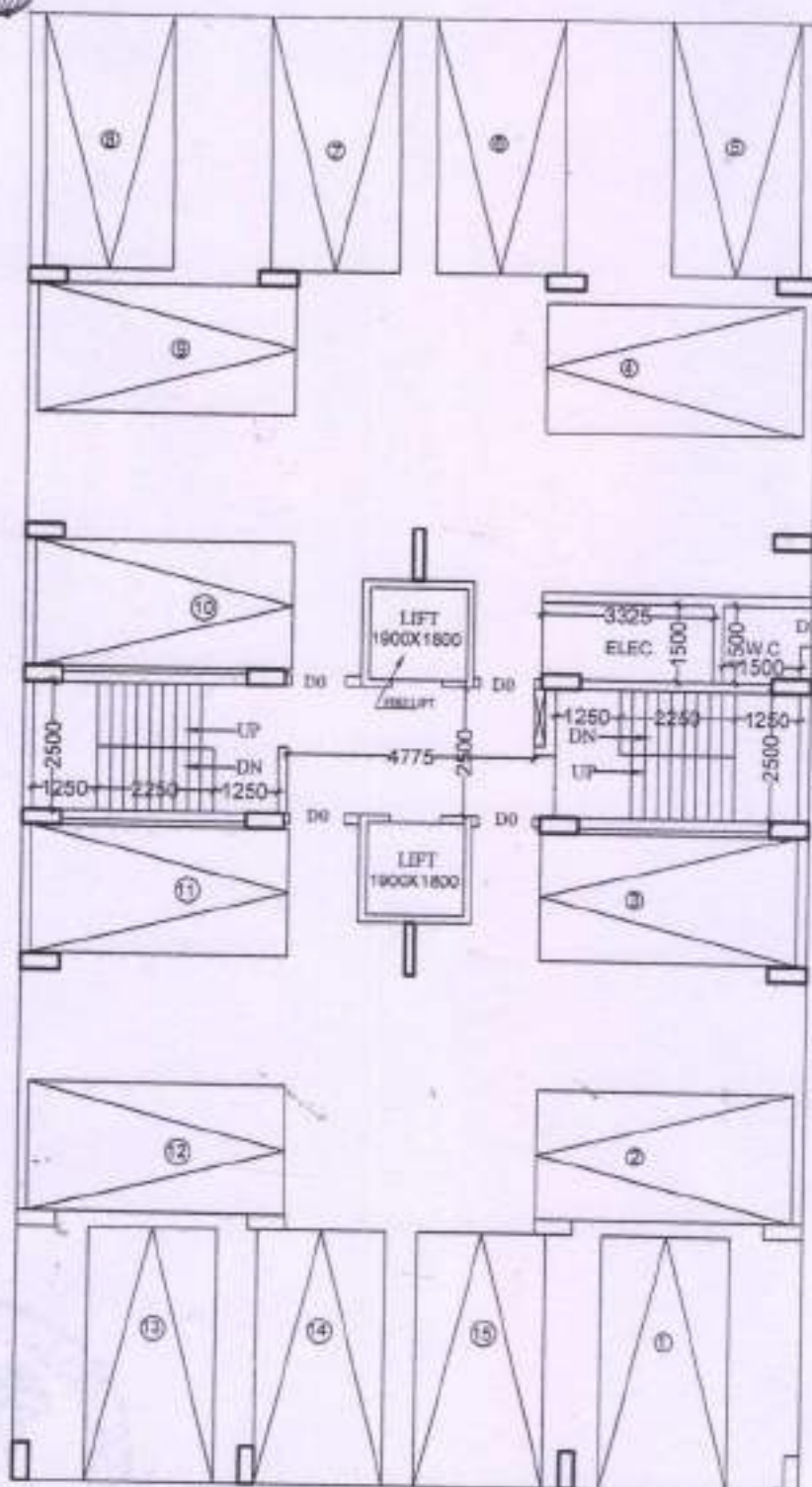
PUTUL

P.S.R.
For and on behalf of
Smt. Rekha Tiwari
Smt. Ganesh Sanjay Tiwari
Smt. Nirmala Tiwari
Smt. Debjani Ghosh
Sri Arjun Ghosh

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PREMISES NO-20 RAJDANGA MAIN ROAD



Pulul Mondal.

Subrata Mondal

Rajiv Mondal

Jyoti Mondal

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

BLOCK - A

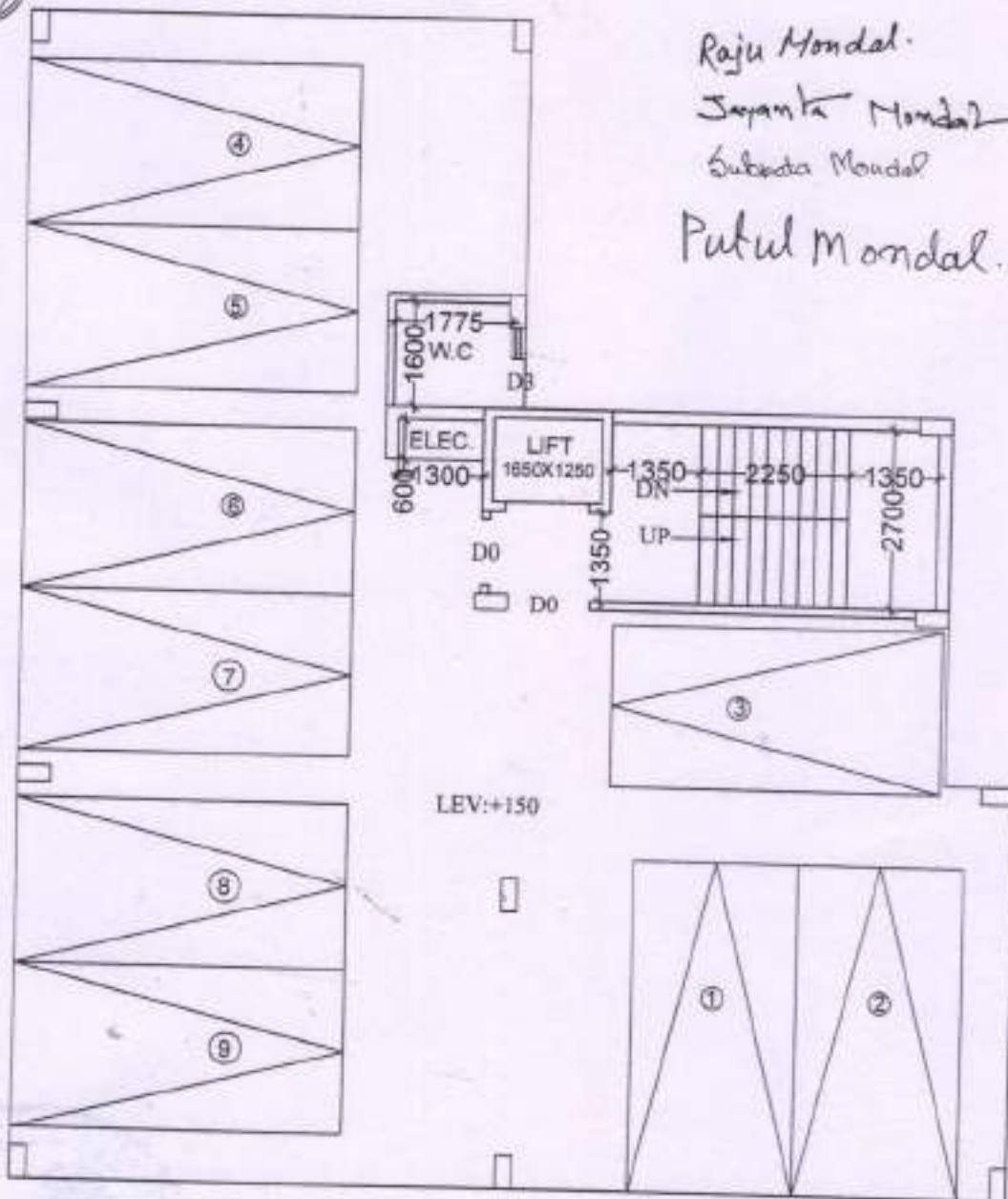
GROUND FLOOR PLAN

Pulul Mondal
Director

Pulul Mondal
For self and
Co. and Attorney of
Smt. Roshni Tiwari
Smt. Garima Senkar Tiwari
Smt. Nirmita Tiwari
Smt. Debjani Ghosh
Sri Arjun Ghosh

RAJENDRA JYOTIKA
ARCHITECTS
100, TINA ST.

PREMISES NO-20 RAJDANGA MAIN ROAD.



Raju Mondal.

Jayanta Mondal

Subrata Mondal

Putul Mondal.

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

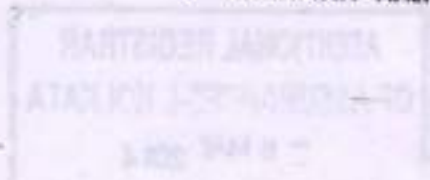
PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

GROUND FLOOR PLAN OF BLOCK - C

[Signature]

[Signature]

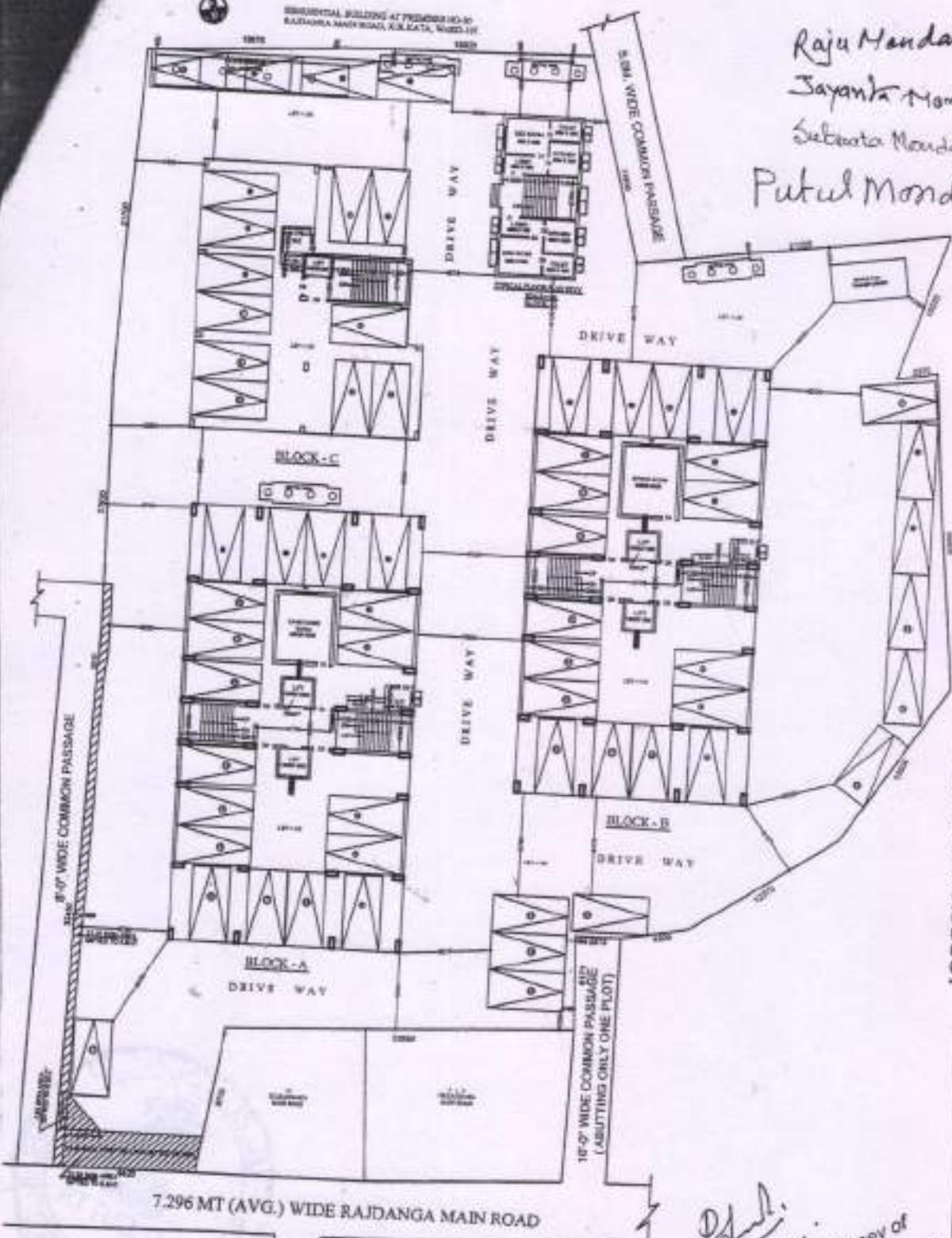
For self and
Constituted Attorney of
Smt. Bishu Tiwari
Smt. Ganesha Sankar Tiwari
Smt. Nirmala Tiwari
Smt. Debjani Ghosh
Smt. Arjun Ghosh



RESIDENTIAL BUILDING AT PREMISE NO-30
RAJADANGA MAIN ROAD, KOLKATA, WARD-19

Raju Mondal.
Jayanta Mondal
Subrata Mondal
Putul Mondal.

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



DEEPREKHA TRACOM PVT. LTD.
DIRECTOR
GROUND FLOOR PLAN

For self and
Constituted Attorney of
Smt. Raksha Tiwari
Sri Ganesh Sankar Tiwari
Smt. Nirmala Tiwari
Smt. Debjani Ghosh
Sri Anjan Ghosh

REGISTERED
AT KOLKATA
WARD-19

SPECIMEN FORM FOR TEN FINGER PRINTS

PHOTO						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
	<i>Shri...</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		(Right Hand)				
	<i>Raju Mondal.</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		(Right Hand)				
	<i>Jayanta Mondal</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		(Right Hand)				

SPECIMEN FORM FOR TEN FINGER PRINTS

PHOTO

Little Ring Middle Fore Thumb

(Left Hand)

Thumb Fore Middle Ring Little

(Right Hand)



Subanta Mondal

Little Ring Middle Fore Thumb

(Left Hand)

Thumb Fore Middle Ring Little

(Right Hand)



Pukul Mondal

Little Ring Middle Fore Thumb

(Left Hand)

Thumb Fore Middle Ring Little

(Right Hand)

PHOTO

Little Ring Middle Fore Thumb

(Left Hand)

Thumb Fore Middle Ring Little

(Right Hand)



Government Of West Bengal
Office Of the A.R.A. - I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 04194 of 2014
(Serial No. 03953 of 2014 and Query No. 1901L000010062 of 2014)

On 08/05/2014

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

Presented for registration at 18.45 hrs on :08/05/2014, at the Private residence by Pabitra Ghosh, Claimant.

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

Execution is admitted on 08/05/2014 by

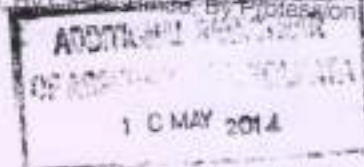
1. Pabitra Ghosh, son of Lt. Barindra Kumar Ghosh , 111/1, P. Majumder Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700078, By Caste Hindu, By Profession : Business
 2. Raju Mondal, son of Nemai Chandra Mondal , 20, Rajdanga Main Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700107, By Caste Hindu, By Profession : Business
 3. Jayanta Mondal, son of Nemai Chandra Mondal , 20, Rajdanga Main Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700107, By Caste Hindu, By Profession : Business
 4. Subrata Mondal, son of Nemai Chandra Mondal , 20, Rajdanga Main Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700107, By Caste Hindu, By Profession : Service
 5. Putul Mondal, wife of Auidhya Mondal , 19, Rajdanga Main Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700107, By Caste Hindu, By Profession : Business
 6. Pabitra Ghosh, Director, M/ S. Deeprekha Tracom Pvt. Ltd., 18, Rajendra Nath Mukherjee Road, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Profession : Business
- Identified By Abhishek Singh, son of Bharat Singh, 89, Salkia School Road, Thana:-Golabari, District:-Howrah, WEST BENGAL, India, Pin :-711106, By Caste Hindu, By Profession : Business.

Executed by Attorney

Execution by

1. Pabitra Ghosh, son of Lt. Barindra Kumar Ghosh , 111/1, P. Majumder Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700078 By Caste Hindu By Profession: Business, as the constituted attorney of 1. Rekha Tiwari 2. Ganesh Sankar Tiwari 3. Nirmla Tiwari 4. Debjani Ghosh 5. Arjun Ghosh is admitted by him.

Identified By Abhishek Singh, son of Bharat Singh, 89, Salkia School Road, Thana:-Golabari, District:-Howrah, WEST BENGAL, India, Pin :-711106, By Caste Hindu, By Profession : Business.



(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

10/05/2014 14:51:00



Government Of West Bengal
Office Of the A.R.A. - I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 04194 of 2014
(Serial No. 03953 of 2014 and Query No. 1901L000010062 of 2014)

(Dinabandhu Roy)
ADDL REGISTRAR OF ASSURANCE-I OF KOLKATA

On 10/05/2014

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 : 5, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft

Rs. 16198/- is paid , by the draft number 403780, Draft Date 07/05/2014, Bank Name State Bank of India, S B I- Calcutta, received on 10/05/2014

(Under Article : B = 16093/- , E = 21/- , J = 55/- , M(a) = 25/- , M(b) = 4/- on 10/05/2014)

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.-16,12,25,387/-

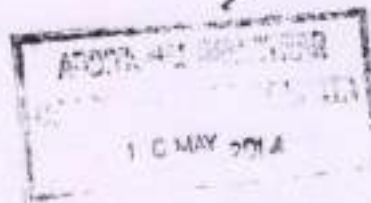
Certified that the required stamp duty of this document is Rs.- 75021/- and the Stamp duty paid as Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 45000/- is paid , by the draft number 297295, Draft Date 07/05/2014, Bank : State Bank of India, DALHOUSIE SQUARE, received on 10/05/2014
2. Rs. 25021/- is paid , by the draft number 297296, Draft Date 07/05/2014, Bank : State Bank of India, DALHOUSIE SQUARE, received on 10/05/2014

(Dinabandhu Roy)
ADDL REGISTRAR OF ASSURANCE-I OF KOLKATA



(Dinabandhu Roy)
ADDL REGISTRAR OF ASSURANCE-I OF KOLKATA
EndorsementPage 2 of 2

10/05/2014 14:51:00

DATED THIS... 21 DAY OF MAY 2014

BETWEEN

SMT REKHA TIWARI & OTHERS

OWNERS

AND

M/S DEEPPREKHA TRACOM PVT. LTD

DEVELOPER

DEVELOPMENT AGREEMENT

RATAN PAL

Advocate

C/o. G.C. Chandra & Co.
(Solicitors and Advocates)
6, Old Post Office Street,
First floor, Room No. 35
Kolkata- 700001.
9831084852

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 9
Page from 3954 to 4002
being No 04194 for the year 2014.



Handwritten signature

(Dinabandhu Roy) 19-May-2014
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A. - I KOLKATA
West Bengal

OWNERS

ACOM PVT. L
DEV

DEVELO