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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL to registration, the signature sheets and the endorsement sheets attached with this document are part of this document K 780120

[Signature]
District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
17 JUL 2014

AGREEMENT FOR DEVELOPMENT

Dinesh Singh

THIS AGREEMENT made this 17th day of July, Two Thousand Fourteen BETWEEN (1) M/S. NEPAL TRADECOM PRIVATE LIMITED, (PAN : AACCN6304M) Private Limited Company, having its registered office at 284/A, B.B. Ganguly Street, P.S. Bowbazar, Kolkata- 700 012, represented by its one of the Director, namely, MR. DINESH SINGH, son of Late Nawal Kishore Singh, by faith- Hindu, by occupation- Business, by Nationality- Indian, presently residing at 217, Hossainpur, P.S. Tiljala, P.O. E.K.T.P. Kolkata- 700 107, (2) M/S. AMBALIKA HOUSING PRIVATE LIMITED, (PAN- AAGCA6074M), a Private Limited Company under the Companies Act, 1956 (as amended), having its registered office

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ना. 1008/-
वसिष्ठदास
मा. H/S. Nepal Tradecom Pvt. Ltd.
284/A, B.B. Ganguly Street, Kat-12

शक्रर कुमार सरकार
सहायक जेज्जर
जि. अलपौर-४, ई. २४ पार्गना, नेपाल
सुदूर पश्चिम प्रदेश

1/c no-1059



Rajkumar Agarwal

2237

17 JUL 2014

Rajkumar Agarwal
As Lawfully Self & Co-Opted Attorney in
Raywada Group Partners
1) Parveen Agarwal
2) Bikash Agarwal
3) Rajkumar Agarwal



Nepal Tradecom Pvt. Ltd.

Dinesh Singh

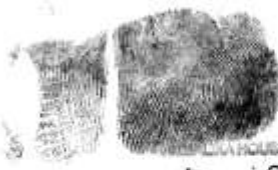
Director

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LIKA HOUSING PVT. LTD.

Dinesh Singh

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Liika Builders Pvt. Ltd

Dinesh Singh

Director

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Somenath Chakrabarty
Bis-dalé Lal Chakrabarty
Alipore S.R. office.
Kat-27
Seed writer


at 1216, Madurdaha Hossainpur, P.S. Tiljala, Kolkata- 700 107, represented by its Managing Director, namely MR. SACHIN PAIK, son of Late Bimal Paik, by faith- Hindu, by Nationality- Indian, by occupation- Business, presently residing at 62, Hossainpur, P.S. Tiljala, Kolkata- 700 107, (3) M/S. MRITTIKA BUILDERS PRIVATE LIMITED, (PAN- AAFCM4407R), a Private Limited Company under the Companies Act, 1956 (as amended), having its registered office at 597, Laskarhat, Picnic Garden Road, P.S. Tiljala, Kolkata- 700 039, represented by one of the Director MRS. GOPA GANGULY, wife of Mr. Tapas Ganguly, by faith- Hindu, by Nationality- Indian, by occupation- Business, presently residing at 597, Laskarhat, Picnic Garden Road, P.S. Tiljala, Kolkata- 700 039, hereinafter jointly called and/or referred to as the 'LAND OWNERS' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, legal representatives and/ or assigns) of The FIRST PART;

AND

M/S. RAJWADA GROUP, (PAN- AALFR5460J), a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084, duly represented by its Partners namely, (1) SRI RAJENDRA KUMAR AGARWAL, son of Late Bhagirath Mal Agarwal, (2) SRI PARVEEN AGARWAL, (3) SRI BIKASH AGARWAL and (4) SRI RAJ KUMAR AGARWAL, 2-4 are sons of Sri Rajendra Kumar Agarwal, all are by faith-Hindu, by Nationality- Indian, by occupation- Business, residing at "Narendra Baban", Kamalgazi, P.O. Narendrapur, P.S. Sonarpur, District-South 24-Parganas, Kolkata- 700 103, the Partner Nos. 2, 3 & 4 i.e. SRI PARVEEN AGARWAL, SRI BIKASH AGARWAL and SRI RAJ KUMAR AGARWAL represented by their Constituted Attorney the Partner No. 1 SRI RAJENDRA KUMAR AGARWAL, by virtue of a General Power of Attorney which was registered on 23/05/2012 before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. IV, CD. Volume No. 3, Pages from 945 to

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955, Being No. 01280 for the year 2012, hereinafter called and referred to as the "**BUILDER/DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-interests and assigns) of the **SECOND PART.**

WHEREAS by virtue of a Deed of Conveyance registered at D.S.R.- IV, Alipore, South 24-Parganas vide Deed No. 0353 for the year 2009 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of Pannalal Das, since deceased, therein described as Vendor, sold, granted, transferred, conveyed and assigned unto **M/S. NEPAL TRADECOM PRIVATE LIMITED**, Owner No. 1 herein, a piece and parcel of Danga land measuring 10 Satak equivalent to 6 Katha 36 Sq.ft. in R.S. Dag No. 55, R.S. Khatian No. 14 and another piece and parcel of Danga land measuring 10 Satak equivalent to 6 Katha 36 Sq.ft. in R.S. Dag No. 54, R.S. Khatian No. 60/2, totaling 20 Satak equivalent to 12 Katha 1 Chattak 27 Sq.ft. of Danga land lying and situated at Mouza- Rajpur, Touzi No. 250, J.L. No. 55, R.S. No. 109, R.S. Khatian No. 14 & 60/2, R.S. Dag No. 55 and 54, Ward No. 24 under Rajpur-Sonarapur Municipality, P.S. Sonarpur, District South 24-Parganas absolutely forever.

AND WHEREAS by another Deed of Conveyance, registered at D.S.R.- IV, Alipore, South 24-Parganas vide Deed No. 355 for the year 2009 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of Pannalal Das, since deceased, described as Vendor therein, sold granted transferred conveyed and assigned unto **M/S. NEPAL TRADECOM PRIVATE LIMITED**, Owner No. 1 herein, a piece and parcel of Sali land measuring 10 decimals equivalent to 6 Katha 36 Sq.ft. in R.S. Dag No. 55, R.S. Khatian No. 14 and another piece and parcel of Sali land measuring 8 decimals equivalent to 4 Katha 13 Chattaks 19.8 Sq.ft. in R.S. Dag No. 58, R.S. Khatian No. 60/2 and another piece and parcel of Sali land measuring 5 decimals equivalent

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to 3 Katha 18 Sq.ft. in R.S. Dag No. 54, R.S. Khatian No. 60/2 totaling 23 decimals equivalent to 13 Katha 14 Chattaks 28.8 Sq.ft. of Sali land lying and situate at Mouza- Rajpur, Touzi No. 250, J.L. No. 55, R.S. No. 109, R.S. Khatian Nos. 14 & 60/2, R.S. Dag No. 55, 58 & 54, Ward No. 24 under Rajpur-Sonarpur Municipality, P.S. Sonarpur, District South 24-Parganas absolutely and forever.

AND WHEREAS by another Deed of Conveyance registered on 23/08/2009 at D.S.R. IV, Alipore, South 24-Parganas in Book No. I, CD. Volume No. 15, Pages 1823 to 1837, being No. 4811 for the year 2009 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of Pannalal Das, since deceased, described as Vendor therein, sold granted, transferred, conveyed and assigned unto **M/S. NEPAL TRADECOM PRIVATE LIMITED**, Owner No. 1 herein, a piece and parcel of Sali land measuring 10 decimals equivalent to 6 Katha 36 Sq.ft. in R.S. Dag No. 55, R.S. Khatian No. 14 and another piece and parcel of Sali land measuring 5 decimal equivalent to 3 Katha 18 Sq.ft. in R.S. Dag No. 58, R.S. Khatian No. 60/2 and another piece and parcel of Danga land measuring 10 decimals equivalent to 6 Katha 36 Sq.ft. in R.S. Dag No. 54, R.S. Khatian No. 60/2 totaling 25 decimals equivalent to 15 Katha 2 Chattaks of Sali and Danga land lying and situated at Mouza- Rajpur, Touzi No. 250, J.L. No. 55, R.S. No. 109, R.S. Khatian No. 14 & 60/2, Dag No. 55, 58 and 54, Ward No. 26 under Rajpur-Sonarpur Municipality, P.S. Sonarpur, District 24-Parganas South absolutely and forever.

AND WHEREAS by another registered Deed of Conveyance registered on 27/08/2009 at D.S.R. IV, Alipore, South 24-Parganas in Book No. 1, CD. Volume No. 15, Pages 1838 to 1852, Being No. 4812 for the year 2009 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of Pannalal Das, since deceased, described as Vendor therein,, sold granted

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transferred conveyed and assigned unto M/S. NEPAL TRADECOM PRIVATE LIMITED. Owner No. 1 herein, a piece and parcel of Sali land measuring 5 decimals equivalent to 3 Katha 18 Sq.ft. in R.S. Dag No. 53, R.S. Khatian No. 2510 and another piece and parcel of Sali land measuring 5 decimals equivalent to 3 Katha 18 Sq.ft. in R.S. Dag No. 54, R.S. Khatian No. 60/2 and another piece and parcel of Danga land measuring 9 decimals equivalent to 5 Katha 7 Chattaks 5.4 Sq.ft. in R.S. Dag No. 55, R.S. Khatian No. 14 totalling 19 decimals equivalent to 11 Katha 7 Chattaks 41.4 Sq.ft. of Sali and Danga land lying and situated at Mouza- Rajpur, Touzi No. 250, J.L. No. 55, R.S. No. 109, Khatian No. 2510, 60/2 and 14, Dag No. 53, 54 and 55, Ward No. 26 under Rajpur-Sonarpur Municipality, P.S. Sonarpur, District South 24- Parganas absolutely and forever.

AND WHEREAS by another registered Deed of Conveyance registered on 24/01/2011 at A.D.S.R. Sonarpur, South 24-Parganas in Book No. 1, CD. Volume No. 2, Pages 1756 to 1775, Being No. 00648 for the year 2011 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of Pannalal Das, described as Vendor herein, since deceased sold granted transferred conveyed and assigned unto M/S. NEPAL TRADECOM PRIVATE LIMITED, Owner No. 1 herein, a piece and parcel of Sali land measuring 4 decimals equivalent to 2 Katha 6 Chattaks 34 Sq.ft. in R.S. Dag No. 54, R.S. Khatian No. 60/2 and another piece and parcel of Sali land measuring 7 decimals equivalent to 4 Katha 3 Chattaks 37 Sq.ft. in R.S. Dag No. 55, R.S. Khatian No. 14, totalling 11 decimals equivalent to 6 Katha 10 Chattaks 21.6 Sq.ft. of Sali land lying and situated at Mouza- Rajpur, Touzi No. 250, J.L. No. 55, R.S. No. 109, Khatian No. 14 & 60/2, Dag No. 54 and 55, Ward No. 26 under Rajpur-Sonarpur Municipality, P.S. Sonarpur, District South 24-Parganas absolutely and forever.

AND WHEREAS by another Deed of Conveyance registered on 21/01/2011 at A.D.S.R. Sonarpur, South 24-Parganas in Book No. 1, CD Volume No. 2, Pages 1736 to 1755,

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being No. 00649 for the year 2011 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of Pannalal Das, since deceased, described as vendor therein, sold granted transferred conveyed and assigned unto **M/S. NEPAL TRADECOM PRIVATE LIMITED**, Owner No. 1 herein, a piece and parcel of Sali land measuring 6 decimals equivalent to 3 Katha 10 Chattak 6 Sq.ft. in R.S. Dag No. 55, R.S. Khatian No. 14 and another piece and parcel of Sali land measuring 5 decimals equivalent to 3 Katha 20 Sq.ft. in R.S. Dag No. 54, R.S. Khatian No. 60/2, totalling 11 decimals equivalent to 6 Katha 10 Chattaks 21.6 Sq.ft. of Sali land lying and situated at Mouza- Rajpur, Touzi No. 250, J.L. No. 55, R.S. No. 109, R.S. Khatian No. 14 and 60/2, R.S. Dag No. 55 and 54, Ward No. 26 under Rajpur-Sonarpur Municipality, P.S. Sonarpur, District South 24-Parganas absolutely and forever.

AND WHEREAS by another Deed of Conveyance registered on 21/01/2011 at A.D.S.R. Sonarpur, 24 Parganas South in Book No. 1, CD Volume No. 2, Pages 1716 to 1735, being No. 00650 for the year 2011 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of Pannalal Das, since deceased, described as vendor therein, sold granted transferred conveyed and assigned unto **M/S. NEPAL TRADECOM PRIVATE LIMITED**, Owner No. 1 herein, a piece and parcel of Sali land measuring 6 decimals equivalent to 3 Katha 10 Chattak 6 Sq.ft. in R.S. Dag No. 55, R.S. Khatian No. 14 and another piece and parcel of Sali land measuring 5 decimals equivalent to 3 Katha 20 Sq.ft. in R.S. Dag No. 54, R.S. Khatian No. 60/2, totalling 11 decimals equivalent to 6 Katha 10 Chattaks 21.6 Sq.ft. of Sali land lying and situated at Mouza- Rajpur, Touzi No. 250, J.L. No. 55, R.S. No. 109, R.S. Khatian No. 14 and 60/2, R.S. Dag No. 55 and 54, Ward No. 26 under Rajpur-Sonarpur Municipality, P.S. Sonarpur, District South 24-Parganas absolutely and forever.

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AND WHEREAS by another Deed of Conveyance registered on 21/01/2011 at A.D.S.R. Sonarpur, 24 Parganas South in Book No. 1, CD Volume No. 2, Pages 1679 to 1698, being No. 00654 for the year 2011 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of Pannalal Das, since deceased, described as vendor therein, sold granted transferred conveyed and assigned unto **M/S. NEPAL TRADECOM PRIVATE LIMITED**, Owner No. 1 herein, a piece and parcel of Sali land measuring 6 decimals equivalent to 3 Katha 10 Chattak 6 Sq.ft. in R.S. Dag No. 54, R.S. Khatian No. 60/2 and another piece and parcel of Sali land measuring 5 decimals equivalent to 3 Katha 20 Sq.ft. in R.S. Dag No. 55, R.S. Khatian No. 14 totalling 11 decimals equivalent to 6 Katha 10 Chattaks 21.6 Sq.ft. of Sali land lying and situated at Mouza- Rajpur, Touzi No. 250, J.L. No. 55, R.S. No. 109, R.S. Khatian No. 60/2 and 14, R.S. Dag No. 54 and 55, Ward No. 26 under Rajpur-Sonarpur Municipality, P.S. Sonarpur, District South 24-Parganas absolutely and forever.

AND WHEREAS said **M/S. NEPAL TRADECOM PRIVATE LIMITED**, thus became owner of Sali and Danga land totalling an area of **131 decimals equivalent to 3 Bigha 19 Katha 4 Chattaks 21.2 sq.ft.** situated and lying at Mouza- Rajpur, J.L. No. 55, Pargana- Medanmolla, Touzi no. 250, R.S. No. 109, C.S. and R.S. Khatian No. 14, 60/2, 2510 appertaining to C.S. and R.S. Dag No. 53, 54, 55 and 58, P.S. and A.D.S.R. Sonarpur, Ward No. 26 under Rajpur-Sonarpur Municipality, Dist: 24 Parganas South.

AND WHEREAS by a Deed of Conveyance dated 23/09/2010, registered at D.S.R.- IV, Alipore, 24 Parganas South in Book No. 1, CD Volume No. 25, Pages from 1943 to 1959, being No. 7264 for the year 2010 one Ashok Kumar Das, son of Probodh Chandra Das, described as Vendor therein, represented by (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons

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of Pannalal Das, since deceased, by a General Power of Attorney dated 21/01/2009, being No. 27 for the year 2009, registered at D.S.R.- IV, Alipore, South 24-Parganas, sold, granted, transferred, conveyed and assigned for a valuable consideration mentioned therein unto **M/S. AMBALIKA HOUSING PRIVATE LIMITED**, Owner No. 2 herein, a piece and parcel of 20 decimals of Danga land equivalent to 12 Katha 1 Chattak 27 Sq.ft. lying and situated at Mouza- Rajpur, Touzi No. 250, J.L. No. 55, R.S. No. 109, Pargana- medanmolla, R.S. Khatian No. 69 appertaining Khanda Khatian No. 2509, R.S. Dag No. 56, Holding No. 331, Netaji Subhas Road, Ward No. 24 under Rajpur-Sonarpur Municipality, P.S. Sonarpur, District South 24-Parganas absolutely and forever.

AND WHEREAS by another Deed of Conveyance dated 08/06/2011, registered at D.S.R.- IV, Alipore, South 24-Parganas in Book No. I, CD. Volume No. 14, Pages from 3507 to 3520, Being No. 04200 for the year 2011 one Smt. Pranati Chakraborty, wife of Nakuleswar Chakraborty, described as Vendor therein and Kagi Giyus, son of Kagi Sirajul, mentioned therein as Confirming Party, sold, granted, transferred, conveyed and assigned for a valuable consideration mentioned therein unto **M/S. AMBALIKA HOUSING PRIVATE LIMITED**, Owner No. 2 herein, a piece and parcel of 33 decimals of Sali land equivalent to 19 Katha 15 Chattaks 19.8 Sq.ft. lying and situated at Mouza- Rajpur, Touzi No. 250, J.L. No. 55, R.S. No. 109, Pargana- Medanmolla, R.S. Khatian No. 72, appertaining to Khanda Khatian No. 2510, R.S. Dag No. 51, Ward No. 24 under Rajpur-Sonarpur Municipality, P.S. Sonarpur, District South 24-Parganas absolutely and forever.

AND WHEREAS by another Deed of Conveyance dated 12/01/2011, registered at A.D.S.R., Sonarpur, South 24-Parganas, in Book No. I, CD. Volume No. 1, Pages from 4272 to 4287, being No. 00306 for the year 2011 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of

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Pannalal Das, since deceased, described as vendor therein, sold granted transferred conveyed and assigned for a valuable consideration mentioned therein unto **M/S. AMBALIKA HOUSING PRIVATE LIMITED**, Owner No. 2 herein, a piece and parcel of Sali land measuring 14 decimals equivalent to 8 Katha 7 Chattaks 22 Sq.ft. be more or less, lying and situated at Mouza- Rajpur, Touzi No. 250, J.L. no. 55, R.S. No. 109, Pargana- medanmolla, R.S. Khatian No. 72 appertaining Khanda Khatian no. 2510, R.S. Dag No. 52, Ward No. 26 under Rajpur-Sonarpur Municipality, P.S. Sonarpur, District South 24-Parganas absolutely and forever.

AND WHEREAS by another Deed of Conveyance registered on 12/01/2011 at A.D.S.R. Sonarpur, 24 Parganas South in Book No. 1, CD Volume No. 1, Pages 4255 to 4271, being No. 0314 for the year 2011 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of Pannalal Das, since deceased, described as vendor therein, sold granted transferred conveyed and assigned for a valuable consideration mentioned therein unto **M/S. AMBALIKA HOUSING PRIVATE LIMITED**, Owner No. 2 herein, a piece and parcel of Sali land measuring 6 decimals equivalent to 3 Katha 10 Chattaks 3 Sq.ft. in R.S. Khatian No. 72 appertaining Khanda Khatian No. 2510, R.S. Dag No. 53 and another piece and parcel of Sali land measuring 5 decimals equivalent to 3 Katha 0 Chattak 17 Sq.ft. in R.S. Khatian No. 72 appertaining to Khanda Khatian No. 2510, R.S. Dag No. 52, totalling 11 decimals equivalent to 6 Katha 10 Chattaks 20 Sq.ft. lying and situated at Mouza- Rajpur, Touzi No. 250, J.L. No. 55, R.S. No. 109, Ward No. 24 under Rajpur-Sonarpur Municipality, P.S. Sonarpur, District South 24-Parganas absolutely and forever.

AND WHEREAS by another Deed of Conveyance dated 12/10/2010 registered at D.S.R. IV, Alipore, 24 Parganas South being No. 7906 for the year 2010 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and

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(5) Sri Haranath Das, all sons of Pannalal Das, since deceased, described as vendor therein, sold granted transferred conveyed and assigned for a valuable consideration mentioned therein unto M/S AMBALIKA HOUSING PRIVATE LIMITED, Owner No. 2, herein, a piece and parcel of Danga land measuring 10 Satak equivalent to 6 Katha 0 Chatak 40 sq. ft., be more or less, lying and situated at Mouza: Rajpur, Touzi no. 250, J.L. No. 55, R.S No. 109, Pargana: Medanmolla, R.S. Khatian No. 72 appertaining to khanda Khatian 2510, R.S. Dag No. 52, Ward No. 26 under Rajpur Sonarpur Municipality, P.S. Sonarpur, Dist: 24 Parganas South absolutely and forever.

AND WHEREAS by another Deed of Conveyance dated 12/10/2010 registered at A.D.S.R. Sonarpur, 24 Parganas South being No. 7907 for the year 2010 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of Pannalal Das, since deceased, described as vendor therein, sold granted transferred conveyed and assigned for a valuable consideration mentioned therein unto M/S AMBALIKA HOUSING PRIVATE LIMITED, Owner No. 2 herein, a piece and parcel of Sali land measuring 4 Satak equivalent to 2 Katha 6 Chatak 34 sq. ft, be more or less, in R.S Khatian No. 72 appertaining khanda Khatian No. 2510, R.S. Dag No. 53 and another piece and parcel of Sali land measuring 4.43 Satak equivalent to 2 Katha 10 Chatak 41 sq. ft, be more or less, in R.S. Khatian No. 60/2, R.S. Dag No. 58, totaling an area of 8.43 Satak equivalent to 5 Katha 1 Chatak 30 sq. ft. lying and situated at Mouza: Rajpur, Touzi No. 250, J.L.No. 55, R.S No. 109, Ward No. 26 under Rajpur Sonarpur Municipality, P.S. Sonarpur, Dist: 24 Parganas South absolutely and forever.

AND WHEREAS by another Deed of Conveyance dated 12/10/2010 registered at D.S.R. IV, Alipore, 24 Parganas South in Book No. 1, CD Volume No. 27, Pages 1304 to 1319, being No. 7904 for the year 2010 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das,

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(3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of Pannalal Das, since deceased, described as vendor therein, sold granted transferred conveyed and assigned for a valuable consideration mentioned therein unto **M/S AMBALIKA HOUSING PRIVATE LIMITED**, Owner No. 2 herein, a piece and parcel of danga land measuring 9.4 Satak equivalent to 5 Katha 11 Chatak 3 sq. ft. be more or less, lying and situated at Mouza: Rajpur, Touzi No. 250, J.L. No. 55, R.S. No. 109, Pargana: Medanmolla, R.S. Khatian No. 60/2, R.S. Dag No. 57, Ward No. 26 under Rajpur Sonarpur Municipality, P.S. Sonarpur, Dist: 24 Parganas South absolutely and forever.

AND WHEREAS by another Deed of Conveyance dated 12/10/2010 registered at D.S.R. IV, Alipore, 24 Parganas South being No. 7908 for the year 2010 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of Pannalal Das, since deceased, described as vendor therein, sold granted transferred conveyed and assigned for a valuable consideration mentioned therein unto **M/S AMBALIKA HOUSING PRIVATE LIMITED**, Owner No. 2 herein, a piece and parcel of danga land measuring 10 Satak equivalent to 6 Katha 40 sq.ft. lying and situated at Mouza: Rajpur, Touzi No. 250, J.L. No. 55, R.S. No. 109, Pargana: Medanmolla, R.S. Khatian No. 69 appertaining khanda Khatian No. 2509, R.S. Dag No. 56, Ward No. 26 under Rajpur Sonarpur Municipality, P.S. Sonarpur, Dist: 24 Parganas South absolutely and forever.

AND WHEREAS by another Deed of Conveyance dated 12/10/2010 registered at D.S.R. IV, Alipur, 24 Parganas South in Book No. 1, CD Volume No. 27, Pages 1320 to 1335, being No. 7905 for the year 2010 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of Pannalal Das, since deceased, described as vendor therein, sold granted transferred conveyed

and




District Sub-Registry Office
Alappuzha District, Kerala, India
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and assigned for a valuable consideration mentioned therein unto **M/S AMBALIKA HOUSING PRIVATE LIMITED**, Owner No. 2, herein, a piece and parcel of Danga land measuring 9.4 Satak equivalent to 5 Katha 11 Chatak 3 sq. ft. be more or less, lying and situated at Mouza: Rajpur, Touzi No. 250, J.L. No. 55, R.S. No. 109, Pargana; Medanmolla, R.S. Khatian No. 60/2, R.S. Dag No. 57, Ward No. 26 under Rajpur Sonarpur Municipality, P.S. Sonarpur, Dist: 24 Parganas South absolutely and forever.

AND WHEREAS by another Deed of Conveyance dated 23/09/2010 registered at D.S.R. IV, Alipur, 24 Parganas South in Book No. I, CD Volume No. 25, Pages 1960 to 1975, being No. 7265 for the year 2010 (1) Ashok Kumar Das, son of Probodh Chandra Das represented by (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of Pannalal Das, since deceased described as vendor therein, sold granted transferred conveyed and assigned for a valuable consideration mentioned therein unto **M/S AMBALIKA HOUSING PRIVATE LIMITED**, Owner No. 2, herein, a piece and parcel of Danga land measuring 10 Satak equivalent to 6 Katha 0 Chatak 40 sq. ft. be more or less, in R.S. Khatian No. 69 appertaining khanda Khatian No. 2509, R.S. Dag No. 56 and another piece and parcel of Danga land measuring 10 Satak equivalent to 6 Katha 40 sq. ft. be more or less in R.S. Khatian No. 60/2, R.S. Dag No. 58, totaling 20 Satak equivalent to 12 Katha 1 Chatak 27 sq. ft. be more or less, lying and situated at Mouza: Rajpur, Touzi No. 250, J.L. No. 55, R.S. No. 109, Pargana; Medanmolla, Ward No. 26 under Rajpur-Sonarpur Municipality, P.S. Sonarpur, Dist: 24 Parganas South absolutely and forever.

AND WHEREAS by another Deed of Conveyance dated 12/10/2010 registered at D.S.R. IV, Alipur, 24 Parganas South in Book No. I, CD Volume No. 27, Pages 1288 to 1303, being No. 07903 for the year 2010 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das,



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(3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of Pannalal Das, since deceased, described as vendor therein, sold granted transferred conveyed and assigned for a valuable consideration mentioned therein unto **M/S AMBALIKA HOUSING PRIVATE LIMITED**, Owner No. 2 herein herein, a piece and parcel of Sali land measuring 10 Satak equivalent to 6 Katha 40 sq.ft. be more or less, lying and situated at Mouza: Rajpur, Touzi No. 250, J.L. No. 55, R.S. No. 109, Pargana; Medanmolla, R.S. Khatian No. 60/2, R.S. Dag No. 54, Ward No. 26 under Rajpur Sonarpur Municipality, P.S. Sonarpur, Dist: 24 Parganas South absolutely and forever.

AND WHEREAS by another registered Deed of Conveyance dated 12/10/2010 registered at D.S.R. IV, Alipur, 24 Parganas South in Book No. 1, CD Volume No. 27, Pages 1385 to 1400, being No. 07909 for the year 2010 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of Pannalal Das, since deceased, described as vendor therein, sold granted transferred conveyed and assigned for a valuable consideration mentioned therein unto **M/S AMBALIKA HOUSING PRIVATE LIMITED**, Owner No. 2, herein, a piece and parcel of Danga land measuring 9.4 Satak equivalent to 5 Katha 11 Chatak 3 sq.ft. be more or less, lying and situated at Mouza: Rajpur, Touzi No. 250, J.L. No. 55, R.S. No. 109, Pargana; Medanmolla, R.S. Khatian No: 60/2, R.S. Dag No. 57, Ward No. 26 under Rajpur Sonarpur Municipality, P.S. Sonarpur, Dist: 24 Parganas South absolutely and forever.

AND WHEREAS said **M/S AMBALIKA HOUSING PRIVATE LIMITED**, Vendor herein, thus became owner of Sali and Danga land totaling an area of **164.63 Satak equivalent to 4 Bigha 19 Katha 9 Chatak 28 sq. ft.** situated and lying at Mouza- Rajpur, J.L. No. 55, Pargana- Medanmolla, Touzi No. 250, R.S. No. 109, C.S. and R.S. Khatian No. 69 appertaining khanda Khatian No. 2509, 72 appertaining khanda Khatian No: 2510 and 60/2

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appertaining to C.S. and R.S. Dag No. 51, 52, 53, 54, 56, 57 and 58, P.S. and A.D.S.R. Sonarpur, Ward No. 26 (24) under Rajpur Sonarpur Municipality, Dist: 24 Parganas South,

AND WHEREAS by a Deed of Conveyance dated 28/08/2009 registered at D.S.R. IV, Alipur, 24 Parganas South in Book No. I, CD Volume No. 15, Pages 2144 to 2158, being No. 4764 for the year 2009 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of Pannatal Das, since deceased, described as vendor therein, sold granted transferred conveyed and assigned for a valuable consideration mentioned therein unto **M/S MRITTIKA BUILDERS PRIVATE LIMITED**. Owner No. 3 herein, a piece and parcel of Danga land measuring 7.32 Satak equivalent to 4 Katha 6 Chatak 40 sq. ft. be more or less, in R.S. Khatian No. 72 appertaining khanda Khatian No. 2510, R.S. Dag No. 9 and another piece and parcel of Sali land measuring 6.61 Satak equivalent to 4 Katha, be more or less, in R.S. Khatian No. 2495, R.S. Dag No. 20 and another piece and parcel of Sali land measuring 3.86 Satak equivalent to 2 Katha 5 Chattaks 17 sq. ft. be more or less, in R.S. Khatian No. 60/2, R.S. Dag No. 58, totaling 17.79 Satak lying and situated at Mouza: Rajpur, Touzi No. 250, J.L. No. 55, R.S. No. 109, R.S. Dag No. 9, 20, 58, R.S. Khatian No. 72 appertaining khanda Khatian No. 2510, 2495, 60/2 Pargana; Medanmolla, Ward No. 26 under Rajpur Sonarpur Municipality, P.S. Sonarpur, Dist: 24 Parganas South absolutely and forever.

AND WHEREAS by another registered Deed of Conveyance dated 28/08/2009 registered at D.S.R. IV, Alipur, 24 Parganas South in Book No. I, CD Volume No. 15, Pages 2159 to 2174, being No. 4767 for the year 2009 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of Pannalal Das, since deceased, described as vendor therein, sold granted transferred conveyed and assigned for a valuable consideration mentioned therein unto

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M/S MRITTIKA BUILDERS PRIVATE LIMITED, Owner No. 3, herein, a piece and parcel of Danga land 18.70 Satak equivalent to measuring 11 Katha 5 Chatak 02 sq. ft. be more or less, in R. S. Khatian No. 61, R.S. Dag No. 8, lying and situated at Mouza: Rajpur, Touzi No. 250, J.L. No. 55, R.S. No. 109, Pargana: Medanmolia, Ward No. 26 under Rajpur Sonarpur Municipality, P.S. Sonarpur, Dist: 24 Parganas South absolutely and forever.

AND WHEREAS by another registered Deed of Conveyance dated 30/06/2010 registered at A.D.S.R. Sonarpur, 24 Parganas South being No. 7815 for the year 2010 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of Pannalal Das, since deceased, described as vendor therein, sold granted transferred conveyed and assigned for a valuable consideration mentioned therein unto **M/S MRITTIKA BUILDERS PRIVATE LIMITED**, Owner No. 3 herein, a piece and parcel of Danga land measuring 10.70 Satak equivalent to 6 Katha 7 Chatak 34 sq.ft. be more or less in R.S. Khatian No. 52/18, R.S. Dag No. 10, lying and situated at Mouza: Rajpur, Touzi No. 250, J.L. No. 55, R.S. No. 109, Pargana: Medanmolia, Ward No. 26 under Rajpur Sonarpur Municipality, P.S. Sonarpur, Dist: 24 Parganas South absolutely and forever.

AND WHEREAS by another registered Deed of Conveyance dated 30/06/2010 registered at A.D.S.R. Sonarpur, 24 Parganas South in Book No. 1, CD Volume No. 20, Pages 5569 to 5584, being No. 7813 for the year 2010 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of Pannalal Das, since deceased, described as vendor therein, sold granted transferred conveyed and assigned for a valuable consideration mentioned therein unto **M/S MRITTIKA BUILDERS PRIVATE LIMITED**, Owner No. 3 herein, a piece and parcel of Sali land measuring 18.35 Satak equivalent to 11 Katha 1 Chatak 42 sq. ft. be more or less,

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in R.S. Khatian No. 2495, R.S. Dag No. 20, lying and situated at Mouza: Rajpur, Touzi No. 250, J.L. No. 55, R.S. No. 109, Pargana; Medanmolla, Ward No. 26 under Rajpur Sonarpur Municipality, P.S. Sonarpur, Dist: 24 Parganas South absolutely and forever.

AND WHEREAS by another registered Deed of Conveyance dated 28/08/2009 registered at D.S.R. IV, Alipore, 24 Parganas South in Book No. I, CD Volume No. 15, Pages 2129 to 2143, being No. 04763 for the year 2009 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of Pannalal Das, since deceased, described as vendor therein, sold granted transferred conveyed and assigned for a valuable consideration mentioned therein unto **M/S MRITTIKA BUILDERS PRIVATE LIMITED**, Owner No. 3 herein, a piece and parcel of Sali land measuring 19.08 Satak equivalent to 11 Katha 8 Chatak 32 sq. ft. be more or less, in R.S. Khatian No. 2495, R.S. Dag No. 20, lying and situated at Mouza: Rajpur, Touzi No. 250, J.L. No. 55, R.S. No. 109, Pargana; Medanmolla, Ward No. 26 under Rajpur Sonarpur Municipality, P.S. Sonarpur, Dist: 24 Parganas South absolutely and forever.

AND WHEREAS by another registered Deed of Conveyance dated 30/06/2010 registered at A.D.S.R. Sonarpur, 24 Parganas South, being No. 07810 for the year 2010 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of Pannalal Das, since deceased, described as vendor therein, sold granted transferred conveyed and assigned for a valuable consideration mentioned therein unto **M/S MRITTIKA BUILDERS PRIVATE LIMITED**, Owner No. 3 herein, a piece and parcel of Danga land measuring 7.689 Satak equivalent to 4 Katha 10 Chatak 25 sq. ft. be more or less, in R.S. Khatian No. 72 appertaining khanda Khatian 2510, R.S. Dag No. 9, lying and situated at Mouza: Rajpur, Touzi No. 250, J.L. No. 55, R.S. No. 109, Pargana- Medanmolla, Ward No. 26 under Rajpur Sonarpur Municipality, P.S. Sonarpur, Dist: 24 Parganas South absolutely and forever.

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AND WHEREAS by another registered Deed of Conveyance dated 30/06/2010 registered at A.D.S.R. Sonarpur, 24 Parganas South in Book No. 1, CD Volume No.20, Pages 7364 to 7381, being no. 07809 for the year 2010 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of Pannalal Das, since deceased, described as vendor therein, sold granted transferred conveyed and assigned for a valuable consideration mentioned therein unto **M/S MRITTIKA BUILDERS PRIVATE LIMITED**, Owner No. 3 herein, a piece and parcel of Danga land measuring 3.3 Satak equivalent to 2 Katha, be more or less, in R. S. Khatian no. 60/2, R. S. Dag No. 58, and another piece and parcel of land measuring 3.3 Satak equivalent to 2 Katha, be more or less, in R.S. Khatian No. 52/18, R.S. Dag No. 10, totaling 6.6 Satak lying and situated at Mouza: Rajpur, Touzi No. 250, J.L. No. 55, R.S. No. 109, R.S. Khatian No. 52/18, 60/2, R.S. Dag No.10 and 58, Pargana: Medanmolla, Ward No. 26 under Rajpur Sonarpur Municipality, P.S. Sonarpur, Dist: 24 Parganas South absolutely and forever.

AND WHEREAS by another registered Deed of Conveyance dated 21/08/2009 registered at S.R. Alipore, 24 Parganas South in Book No. 1, CD Volume No.15, Pages 2218 to 2232, being No. 4766 for the year 2009 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of Pannalal Das, since deceased, described as vendors therein, sold granted transferred conveyed and assigned for a valuable consideration mentioned therein unto **M/S MRITTIKA BUILDERS PRIVATE LIMITED**, Owner No. 3, herein, a piece and parcel of Danga land measuring 16.83 Satak equivalent to 10 Katha 2 Chatak 40 sq. ft, be more or less, in R.S. Khatian No. 60/2, R.S. Dag No. 57, and another piece and parcel of Danga land measuring 3.86 Satak equivalent to 2 Katha 5 Chatak 18 sq.ft., be more or less, in R.S. Khatian No. 60/2, R.S. Dag No. 58 totaling 20.69 Satak equivalent to 12 Katha 8 Chatak 13 sq. ft , be more or less, lying and situated at Mouza: Rajpur, Touzi No. 250, J.L. No. 55,



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R.S No. 109, R.S. Khatian No. 60/2, R.S. Dag No. 57 and 58, Pargana, Medanmolla, Ward No. 26 under Rajpur Sonarpur Municipality, P.S. Sonarpur, Dist: 24 Parganas South and subsequently a Deed of Declaration dated 07/07/2010 registered at A.D.S.R. Sonarpur, 24 Parganas South in Book No. IV, CD Volume No. 3, Pages 951 to 961 being No. 01345 for the year 2010 executed by the said vendors and duly corrected the said Deed of Conveyance being No. 4766 for the year 2009 and said **M/S MRITTIKA BUILDERS PRIVATE LIMITED**, Owner No. 3 therein became owner of the said property absolutely and forever.

AND WHEREAS by another registered Deed of Conveyance dated 30/06/2010 registered at A.D.S.R. Sonarpur, 24 Parganas South in Book No. I, CD Volume No. 20, Pages 7399 to 7416, being No. 07812 for the year 2010 (1) Sri Shib Chandra Das, (2) Sri Bholanath Das, (3) Sri Sambhu Nath Das, (4) Sri Sankar Nath Das and (5) Sri Haranath Das, all sons of Pannatal Das, since deceased, described as vendors therein, sold granted transferred conveyed and assigned for a valuable consideration mentioned therein unto **M/S MRITTIKA BUILDERS PRIVATE LIMITED**, Owner No. 3 herein, a piece and parcel of Danga land measuring 11.33 Satak equivalent to 6 Katha 13 Chatak 38 sq.ft, be more or less in R.S. Khatian No. 61, R.S. Dag No. 8, lying and situated at Mouza: Rajpur, Touzi No. 250, J.L. No. 55, R.S. No. 109, Pargana, Medanmolla, Ward No. 26 under Rajpur Sonarpur Municipality, P.S. Sonarpur, Dist: 24 Parganas South absolutely and forever.

AND WHEREAS said **M/S MRITTIKA BUILDERS PRIVATE LIMITED**, Vendor herein, thus became owner of Sali and Danga land totaling an area of **130.8 Satak equivalent to 3 Bigha 19 Katha 2 Chhatak 7 sq.ft.** situated and lying at Mouza-Rajpur, J.L. No. 55, Pargana- Medanmolla, Touzi No. 250, R.S. No. 109, C.S. and R.S. Khatian No. 2495, 72 appertaining khanda Khatian No. 2510, 52/18, 61 and 60/2 appertaining to C.S. and R.S. Dag No. 8, 9, 10, 20, 57 and 58, P.S. and A.D.S.R. Sonarpur, Ward No. 26 (24) under Rajpur Sonarpur Municipality, Dist: 24 Parganas South.

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AND WHEREAS said **M/S. NEPAL TRADECOM PRIVATE LIMITED** in the course of enjoying its aforesaid purchased property measuring **131 decimals equivalent to 3 Bigha 19 Katha 4 Chattaks 21.2 sq.ft.** situated and lying at Mouza- Rajpur, J.L. No. 55, Pargana- Medanmolla, Touzi no. 250, R.S. No. 109, C.S. and R.S. Khatian No. 14, 60/2, 2510 appertaining to C.S. and R.S. Dag No. 53, 54, 55 and 58, P.S. and A.D.S.R. Sonarpur, Ward No. 26 under Rajpur Sonarpur Municipality, Dist: 24 Parganas South, said **M/S. NEPAL TRADECOM PRIVATE LIMITED** executed and registered a Deed of Declaration, which was duly registered on 30/04/2014 before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. IV, CD. Volume No. 2, Pages from 3830 to 3840, Being No. 01149 for the year 2014 and thereafter said **M/S. NEPAL TRADECOM PRIVATE LIMITED** sold, conveyed and transferred **ALL THAT** piece and parcel of undivided and undemarcated land measuring more or less 7 Chattaks comprised in R.S. Dag Nos. 53, 54, 55 & 58 appertaining to R.S. Khatian Nos. 14, 60/2 & 2510 of Mouza- Rajpur, J.L. No. 55, P.S. Sonarpur, District South 24-Parganas unto and in favour of **M/S. AMBALIKA HOUSING PRIVATE LIMITED** and **M/S. MRITTIKA BUILDERS PRIVATE LIMITED** by and under a Deed of Sale which was duly registered on 30/04/2014, before the office of the A.D.S.R. at Sonarpur and recorded in Book No. I, CD. Volume No. 8, Pages from 6419 to 6436, Being No. 04235 for the year 2014.

AND WHEREAS said **M/S. AMBALIKA HOUSING PRIVATE LIMITED** in the course of enjoying its aforesaid purchased property measuring **164.63 Satak equivalent to 4 Bigha 19 Katha 9 Chatak 28 sq. ft.** situated and lying at Mouza- Rajpur, J.L. No. 55, Pargana- Medanmolla, Touzi No. 250, R.S. No. 109, C.S. and R.S. Khatian No. 69 appertaining khanda Khatian No. 2509, 72 appertaining khanda Khatian No. 2510 and 60/2 appertaining to C.S. and R.S. Dag No. 51, 52, 53, 54, 56, 57 and 58, P.S. and A.D.S.R. Sonarpur, Ward No. 26

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(24) under Rajpur Sonarpur Municipality, Dist: 24 Parganas South, said **M/S. AMBALIKA HOUSING PRIVATE LIMITED** executed and registered a Deed of Declaration, which was duly registered on 30/04/2014 before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. IV, CD, Volume No. 2, Pages from 3841 to 3848, Being No. 01148 for the year 2014 and thereafter said **M/S. AMBALIKA HOUSING PRIVATE LIMITED** sold, conveyed and transferred **ALL THAT** piece and parcel of undivided and undemarcated land measuring more or less 7 Chattaks comprised in R.S. Dag Nos. 51, 52, 53, 54, 56, 57 & 58 appertaining to R.S. Khatian Nos. 69 appertaining to Khanda Khatian No. 2509, 72 appertaining to Khanda Khatian No. 2510 and 60/2 of Mouza- Rajpur, J.L. No. 55, P.S. Sonarpur, District South 24-Parganas unto and in favour of **M/S. NEPAL TRADECOM PRIVATE LIMITED** and **M/S. MRITTIKA BUILDERS PRIVATE LIMITED** by and under a Deed of Sale which was duly registered on 30/04/2014, before the office of the A.D.S.R. at Sonarpur and recorded in Book No. I, CD, Volume No. 8, Pages from 6399 to 6418, Being No. 04237 for the year 2014.

AND WHEREAS said **M/S. MRITTIKA BUILDERS PRIVATE LIMITED** in the course of enjoying its aforesaid purchased property measuring **130.8 Satak equivalent to 3 Bigha 19 Katha 2 Chhatak 7 sq.ft.** situated and lying at Mouza-Rajpur, J.L. No. 55, Pargana-Medanmolla, Touzi No. 250, R.S. No. 109, C.S. and R.S. Khatian Nos. 2495, 72 appertaining khanda Khatian No. 2510, 52/18, 61 and 60/2 appertaining to C.S. and R.S. Dag Nos. 8, 9, 10, 20, 57 and 58, P.S. and A.D.S.R. Sonarpur, Ward No. 26 (24) under Rajpur Sonarpur Municipality, Dist: 24 Parganas South sold, conveyed and transferred **ALL THAT** piece and parcel of undivided and undemarcated land measuring more or less 7 Chattaks comprised in R.S. Dag Nos. 8, 9, 10, 20, 57 and 58 appertaining to R.S. Khatian Nos. 69 appertaining to Khanda Khatian No. 2495, 72 appertaining khanda Khatian No. 2510, 52/18,

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61 and 60/2 of Mouza- Rajpur, J.L. No. 55, P.S. Sonarpur, District South 24-Parganas unto and in favour of M/S. NEPAL TRADECOM PRIVATE LIMITED and M/S. AMBALIKA HOUSING PRIVATE LIMITED by and under a Deed of Sale which was duly registered on 30/04/2014, before the office of the A.D.S.R. at Sonarpur and recorded in Book No. I, CD. Volume No. 8, Pages from 6381 to 6398, Being No. 04242 for the-year 2014.

AND WHEREAS thus the said M/S. NEPAL TRADECOM PRIVATE LIMITED, M/S. AMBALIKA HOUSING PRIVATE LIMITED and M/S. MRITTIKA BUILDERS PRIVATE LIMITED became the absolute joint owners of the land measuring 426.43 decimals equivalent to more or less 12 Bigha 18 Katha 1 Chattak 15 Sq.ft. lying and situate at Mouza- Rajpur, J.L. No. 55, comprised in C.S. & R.S. Dag Nos. 8, 9, 10, 20, 51, 52, 53, 54, 55, 56, 57 and 58 under P.S. Sonarpur, District South 24-Parganas and jointly mutated their names before the Rajpur-Sonarpur Municipality vide Holding No. 153, School Road and enjoying the same free from all encumbrances.

AND WHEREAS thus said M/S. NEPAL TRADECOM PRIVATE LIMITED, M/S. AMBALIKA HOUSING PRIVATE LIMITED and M/S. MRITTIKA BUILDERS PRIVATE LIMITED being the rightful legal owners of the said property/holding/premises/ land searching for a reputed Developer/Contractor for developing the said total land measuring 426.43 decimals equivalent to more or less 12 Bigha 18 Katha 1 Chattak 15 Sq.ft. as mentioned in the Schedule hereunder written and have approached to the Developer/Contractor herein "M/S. RAJWADA GROUP", as above, to develop the land/property/holding/ premises knowing the same the Developer/Contractor make a new Ownership Building on commercial basis according to the sanction building plan of the Municipal Authority.

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Regional Office No. 21 of
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IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HEREIN AS FOLLOWS :-

NOW THIS MEMORANDUM OF AGREEMENT WITNESSETH as follows :

OWNERS : (1) **M/S. NEPAL TRADECOM PRIVATE LIMITED**, a Private Limited Company, having its registered office at 284/A, B.B. Ganguly Street, P.S. Bowbazar, Kolkata- 700 012, represented by its one of the Director, namely, **MR. DINESH SINGH**, son of Late Nawal Kishore Singh, by faith- Hindu, by occupation- Business, by Nationality- Indian, presently residing at 217, Hossainpur, P.S. Tiljala, P.O. E.K.T.P. Kolkata- 700 107, (2) **M/S. AMBALIKA HOUSING PRIVATE LIMITED**, a Private Limited Company under the Companies Act, 1956 (as amended), having its registered office at 1216, Madurdaha Hossainpur, P.S. Tiljala, Kolkata- 700 107, represented by its Managing Director, namely **MR. SACHIN PAIK**, son of Late Bimal Paik, by faith- Hindu, by Nationality- Indian, by occupation- Business, presently residing at 62, Hossainpur, P.S. Tiljala, Kolkata- 700 107 and (3) **M/S. MRITTIKA BUILDERS PRIVATE LIMITED**, a Private Limited Company under the Companies Act, 1956 (as amended), having its registered office at 597, Laskarhat, Picnic Garden Road, P.S. Tiljala, Kolkata- 700 039, represented by one of the Director **MRS. GOPA GANGULY**, wife of Mr. Tapas Ganguly, by faith- Hindu, by Nationality- Indian, by occupation- Business, presently residing at 597, Laskarhat, Picnic Garden Road, P.S. Tiljala, Kolkata- 700 039.

DEVELOPER : **M/S. RAJWADA GROUP**, a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S.- Sonarpur, Kolkata- 700084, represented by its partner namely (1) **SRI RAJENDRA KUMAR AGARWAL**, son of Late Bhagirath Agarwal, (2) **SRI PARVEEN AGARWAL**, (3) **SRI BIKASH AGARWAL**, and (4) **SRI RAJ KUMAR AGARWAL**, no. 2-4 are sons of Sri Rajendra Agarwal, all are by faith- Hindu, by Nationality- Indian, by

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occupation Business, residing at 26, Mayamaya Mandir Road, Mahamayatala, Garia,
P.S. Sonarpur, Kolkata- 700 084, Dist. South 24-Parganas.

- A) The terms in these presents shall unless contrary or repugnant to the context mean and include the following :
1. **ARCHITECT** : The Architect shall mean who has for the time being, been appointed by the Developer/Contractor for designing and planning of the new Building to be constructed or any other persons, firm or company who may be appointed hereinafter by the Developer/Contractor time to time.
 2. **COMMON EXPENSES** shall mean and include all expenses to be incurred by the Unit Owner for the management and maintenance of the premises as more fully detailed in the Sixth Schedule hereto.
 3. **COMMON PORTIONS** shall mean all the common areas and installations to comprise in the premises after the development as more fully detailed in the Fourth Schedule hereto.
 4. **ARBITRATOR** shall mean such person or persons whom the Builder and Owner jointly may from time to time appoint as the Arbitrator for the Project.
 5. **MUNICIPALITY** shall mean the Rajpur-Sonarpur Municipality and other concerned authorities, which have recommended, commented upon, approved and/or sanctioned the plans.
 6. **LAND** shall mean the land comprised in the premises having an area of 426.43 decimals equivalent to more or less 12 Bigha 18 Katha 1 Chhattak 15 Sq.ft. more or less.
 7. **NEW BUILDING** shall mean such building or buildings as to be constructed a G +12 to 19 storied building with elevator on the premises by the builder in pursuance hereof.

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8. OWNER'S ALLOCATION

(1) The Owners' area allotted for **M/S. NEPAL TRADECOM PRIVATE LIMITED** shall mean 43% built up area of the flats and covered/open car parking spaces, strictly according to its land share and interest free refundable sum of Rs. 1,00,00,000/- (Rupees One Crore) only out of which the Developer will pay as down payment of Rs. 50,00,000/- (Rupees Fifty Lakh) only at the time of signing this agreement and Rs. 50,00,000/- (Rupees Fifty Lakh) only at the time of sanction of plan of proposed building approved by sanction authority, together with undivided impartible proportionate share of land underneath will be in the exclusive share of the owner and the owner will be entitled to deal with his allocation as he likes to which the developers shall have no right title interest or claim in any way whatsoever AND the owner will be entitled to all common facilities mentioned in the Second Schedule (Part- 1) hereunder written.

(2) The Owners' area allotted for **M/S. AMBALIKA HOUSING PRIVATE LIMITED** shall mean 43% built up area of the flats and covered/open car parking spaces strictly according to its land share and a refundable sum of Rs. 1,11,50,000/- (Rupees One Crore Eleven Lakh Fifty Thousand) only out of which the Developer will pay as down payment of Rs. 60,00,000/- (Rupees Sixty Lakh) only at the time of signing this agreement and Rs. 51,50,000/- (Rupees Fifty One Lakh Fifty Thousand) only at the time of sanction of plan of proposed building approved by sanction authority, together with undivided proportionate share of land underneath and common facilities mentioned in the Second Schedule (Part- 2) hereunder written will be the exclusive share of the owner namely AMBALIKA HOUSING private limited and the said owner will be entitled to deal with his allocation as he likes to which the developers shall have no right title interest or claim in any way whatsoever.

(3) The Owners' area allotted for **M/S. MRITTIKA BUILDERS PRIVATE LIMITED** shall mean 43% built up area of the flats and covered/open car parking spaces strictly according to its land share and a refundable sum of Rs. 88,50,000/- (Rupees Eighty Eight Lakh Fifty Thousand) only out of which the Developer will pay as down payment of Rs. 40,00,000/- (Rupees Forty Lakh) only at the time of signing this agreement and Rs. 48,50,000/- (Rupees Forty Eight Lakh Fifty Thousand) only at the time of sanction of plan of proposed building approved by sanction authority, together with

- undivided impartible proportionate share of land underneath and common facilities mentioned in the Second Schedule (Part- 3) hereunder written will be the exclusive share of the owner namely MRITTIKA BUILDERS private limited and the said owner will be entitled to deal with his allocation as he likes to which the developers shall have no right, title, interest or claim in any way whatsoever.
9. **DEVELOPER'S ALLOCATION** shall mean Save and except the Owners' allocation mentioned hereinabove remaining 57% built up area of the flats and covered/open car parking spaces of each owners land share of the project together with proportionate impartible undivided share in the land underneath will be in the exclusive share of the Developers and the Developers will be entitled to deal with his allocation as he likes to which the Owners shall have no right title interest or claim in any way whatsoever.
10. **PLANS** shall mean the plans of the new building which would be sanctioned and approved by the Rajpur-Sonarpur Municipality and shall also wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including variations/modifications therein, if any. Be it specifically stated that despite the fact that a Power of Attorney for the purpose of getting the plan sanctioned has been agreed to be given by the owners, it is agreed that before submission of the plan a formal written approval on a copy of the Plan shall be obtained from the Owners and in case of any Revised Plan also such approval has to be taken.
11. **PREMISES** shall mean having an area of 426.43 decimals equivalent to more or less 12 Bigha 18 Katha 1 Chattak 15 Sq.ft. lying and situate at Mouza- Rajpur, J.L. No. 55, comprised in C.S. & R.S. Däg Nos. 8, 9, 10, 20, 51, 52, 53, 54, 55, 56, 57 and 58 under now within the limits of the Rajpur-Sonarpur Municipality, Holding No. 153, School Road, P.S. Sonarpur, District South 24-Parganas morefully described in the First Schedule hereto.
12. **PROJECT** shall mean the work of the development undertaken to be done by the Builder in pursuance hereof till the development of the premises be completed and possession of the completed units is taken over by the Unit Owners.




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13. **PROPORTIONATE** with all its cognate variations shall mean such ratio the covered area of any Unit or Units be in relation to the covered area of all the Units in the new building.
14. **UNIT** shall mean any flat in the new building is capable of being exclusively owned, used and/ or enjoyed by any Unit Owner and which is not the common portion.
15. **UNIT OWNER** shall mean any person who acquired, hold and/or own and/or agree to acquire hold and/or own any unit in the new building and shall include the Owner and the Developer/Builder for the Units held by them from time to time.
 - a) **MASCULINE GENDER** shall include the feminine and vice versa.
 - b) **SINGULAR** shall include the plural and vice versa.

The Owners have approached the, Builder for development of the premises and represented to the builder as follows

16. The Owners are the absolute owners of the entire of the Premises more fully described in the First Schedule hereto free from all encumbrances.
17. The Premises is in the khas and vacant possession of the Owners and no person or persons other than the Owners have any right of occupancy, easement or otherwise on the premises and the part hereof.
18. There are no suits, litigations or legal proceedings pending in respect of the premises or any part thereof.
19. No persons other than the Owners have any right, title and/or interest or possession of any nature whatsoever in the premises or any part thereof.
20. The right, title, interest and possession of the owners in the premises is free from all encumbrances and the Owner has marketable title thereto.





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21. At any point of time or circumstances if any of the three land owners namely M/S. NEPAL TRADECOM PRIVATE LIMITED, M/S. AMBALIKA HOUSING PRIVATE LIMITED and M/S. MRITTIKA BUILDERS PRIVATE LIMITED need signature or endorsement of the builder/developer in connection with (i) registration of deed of conveyance or any other legal matter/document in respect of booking, sale, transfer, lease, rent or any such deed/transaction concerning the land owners' allocated share in the whole complex. (ii) requirement of loan in any nationalised/private bank or financial institution or (iii) tripartite agreement or (iv) as confirming party of any registered agreement concerning the land owners allocated share in the complex, if necessary, the builder/developer will be bound to execute and endorse signature or make his presence as and when required. If the builder does not cooperate denies to sign any paper related to sale of owners' allocation, any Government paper, Bank's paper, required for the property transfer, the owner will give one months notice to the builder. If the builder still does not cooperate, any of the owners will have right to revoke the power of attorney Land owners will also cooperate with the builder regarding presentation of original documents of the said property as and when required.
22. The Owners are fully and sufficiently entitled to enter into this agreement with the Builder herein and vice versa.
23. The Builder shall cause sanction of the plans by complying with all prevailing building rules and regulations.
24. The Builder has agreed to develop the premises and to complete the project, according to the Plan No. G+12 to 19 and the builder will complete the project strictly within 48 months from the date of getting the sanction plan, and no further grace period will be allowed to complete the project with all common facilities.

NOW IT IS HEREBY AGREED AND DECLARED

1. The Owners have appointed the Builder as the Builder of the new building at the said premises and the Builder have accepted such appointment on the terms and conditions hereunder contained.
2. The development of the premises will be in the following manner :




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- A) Simultaneously with the execution hereof, the Owners shall hand over to the Builder photo copies of all the title deeds, and other papers and documents relating to the First Schedule hereunder, which the owners possessed. It is clarified that the owners shall from time to time, give inspection of the original documents in their custody to any person or persons and authority or authorities as may be requested by the builder till the completion of the project. Upon completion of the project and after getting the completion certificate, the owners shall hand over the original documents to the association of unit owners as would be formed in the new building.
- B) The owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property, fully mentioned in the First Schedule hereunder written without let or hindrance.
- C) That the said property is free from all encumbrances, charges liens, lispendens, attachments, trusts, acquisitions, requisitions whatsoever.
- D) That on completion of the building and/or delivery of possession of the said flats and covered space in Owners' allocation, the owners shall or their legal heirs and successors convey, transfer at the request and cost of the transferee, the allocated flats and car parking space along with proportionate share of land in Developer's allocation by executing and registering the relevant sale deed in favour of the developer or any such person or persons whom who may be nominated by the developer in respect of the developer's allocation. Income tax clearance Sec 230 (a) I.T. Act 1961 in respect of such sale or transfer of flats and/or covered space in developer's allocation shall be procured on behalf of the owners by the developer at the cost and expenses of the developer. The owners shall not be held responsible for any future income tax liability on the part of the owners for such transfer of flats and covered space as aforesaid in favour of transferee/s and the developer and/or their legal heirs shall reimburse the owners of such tax amount and be responsible exclusively to the income tax authority and other appropriate authorities as the case




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may be.

- E) That upon execution of this agreement and delivery of the possession of the said property by the Owners to the Developer, the Second Party shall be entitled to the exclusive right to start construction of the new building thereon with further rights, interest, to exploit commercially their own saleable space in the manner as provided subject to the terms and conditions provided herein.
- F) That in consideration of the Owners have agreed to grant the Developer exclusive contract to commercially develop and explore the said property, the owners shall get 43% (Forty three percent) built up area of the flats and open/covered car parking spaces of the proposed buildings as per sanctioned plans approved by the authority Concern together with undivided proportionate share of land underneath and common facilities, fully mentioned in Second Schedule in respect of which the owners shall be entitled to enter in to agreement or agreements with third party or parties for selling transferring leasing and /or other wise deal with as they deem fit and proper in respect of owners allocation ,and they shall be entitled to enter into agreements and other commitments with any other party or parties but it is strictly mentioned that the developer will complete the project and handover the owners allocated portion to the owner at first and then the developer will be allowed to transfer or register deed of conveyance to the third party in respect of the developers allocated portion after giving handover and possession of the completed allocated portion of the owners to the owner.
- G) That the developer shall be entitled to the 57% (Fifty Seven Percent) flats and car parking spaces of the new buildings as per Developer's allocation, in respect of which the developer shall be entitled to enter into agreement or agreements with third party or parties for selling, transferring, leasing and/or otherwise deal with as they deem fit and proper on behalf of the owners in respect of Developer's allocation and they shall be entitled to enter into agreements and other commitments with any other party or parties, at their own risks and liability without making the owner financially liable in any matter whatsoever.




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- H) That the Deed of Conveyance of the flats and car parking spaces and undivided proportionate share of land of Developer's allocation in terms hereof shall be executed in such part or parts as shall be required by the Developer either in their favour or their nominee/nominees and such deed or deeds shall be executed after the completion of the construction of the new buildings.
- I) That the proposed buildings will be completed in the respect as per sanction plan of the authority concern within 48 (Forty Eight) months from the date getting the sanction plan this agreement and the Developer shall be Liable to deliver the vacant peaceful khas possession of the owners' allocation to the First Party herein within stipulated period. it is strictly mentioned that no grace period will not be allowed..
- J) That this agreement will not be ceased until all transactions in respect of the construction of the proposed buildings will not be completed and until the complete transfer of the Developer's allocated saleable space in the new building/apartments to the Developer's nominated person or persons are made.
- K) That the developer with the help of the Architect and /or L.B.S will prepare necessary plan/plans for the proposed buildings as are required under the law with the cost of the Developer herein.
- L) That the Developer on behalf of the Owners at the cost of the Developer, shall submit the aforesaid buildings plan to the concerned authority for necessary sanction, actions, permissions, and clearance.
- M) That in the case of any dispute, difference or question arising between the parties hereto with regard to this agreement, the same shall be decided by competent Court of law having jurisdiction over the dispute, in accordance with law.
- N) That the owners will be entitled to get the Second Schedule property only within the stipulated period mentioned earlier and other than the Owners shall have no demand, claim and what soever upon the said proposed new buildings and land




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- O) That the proposed building will be constructed as per sanction plan of the authority concern with the best quality building materials and the owners shall have right to inspect the said materials and the construction work.
- P) i) That the Developer herein is entitled to enter into any agreement for sale with any intending purchaser/purchasers for Developer's allocation portion, save and except the Owners' allocation.
ii) The Developer will be bound to sign all agreements and sale documents of the Sales made by the owners to the intending purchasers from the Owners' Allocation.
- Q) That if the developer fails to deliver the Owners' allocation to the First Party herein within stipulated period mentioned hereof, then the Developer shall be liable to pay the compensation at banking rate of interest per annum on the market value of the Owners' allocation being calculated immediately after expiry of the said 48 (Forty Eight) months till date of delivery of peaceful vacant khas possession of Owners allocation after completion in all respect.
- R) That the Owners First Party herein will execute and register a General Power Of Attorney in favour of Second Party herein to construct the proposed buildings upon the said land and to sell the flats and car parking space as per Developer's allocation and to do other works stated therein and the First Party herein will not revoke the said Power Of Attorney until the entire transactions are not completed. In case of violation of any terms and conditions of this agreement, said Power Of Attorney shall be cancelled by the Owners immediately.
- S) That Developer/Second Party herein will prepare the buildings plan by his appointed L.B.S & Architect and the First Party will be liable to sign the same.
- T) That the Developer will every right to appoint Architect, L.B.S., Mansion, contractor, labour, durwan for the construction of the buildings and developer will pay their remuneration, fees wages and payments etc for the same.
- U) That the Developer have every right to enter into agreement for sale with the intending purchaser or purchasers and to receive advance money, part payment and/or full consideration money in respect




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of the Developer allocations after giving the portion of the Owners and its must have to demark on the plan by the Developer.

- V) That in respect all dealings stated above the Owners will be liable to sign the deed and the documents if required.
- W) That the Owners and Developer being agreed in all the matters herein written and have signed and executed this agreement with full satisfaction willingly without instigation by others.
- X) That the Developer/Second Party herein will have every right to signed deeds, documents & any necessary application, building plan/s etc. for the completion of the construction of the proposed new buildings and to complete the entire transaction of the same.
- Y) That the developer will get mutated said land in the name of owners in the office of BLRO and Kolkata Municipal Corporation and obtain the mutation certificates, pay upto date khajna, Municipal Tax & other expenses at the developer own cost. The owners will not bear any expenses thereof.
- Z) That the Developer will make the building with high quality amenities and materials, as per specifications stated below in Third Schedule. It is agreed that roof of building shall be common for all purpose and intent.
- AA) All the common amenities/facilities of total project provided by the developer will be enjoyed by the owners fully. Towards common facilities and/or club membership, the land owners will pay at the rate of Rs. 25,000/(twenty five thousand only)- per flat of their allocated portion/share and the land owners are free to sell the club membership at their own prices to the intending purchaser and the builder/developer will have no say or objection whatsoever in this matter. However land owners for their own residential flats/penthouses etc. will be not be liable for pay any charges towards common facilities and/or club membership etc. except monthly maintainance of the complex only for their own residence.




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- AB) The interest free refundable deposit money will be refunded by owners to developer at the time of delivery of peaceful vacant khas possession of owners allocation after completion in all respect after deducting such amount, which owners are entitled to get under this agreement.
- AC) If the owners sells their allocation then the service tax on their share of sell will be paid directly by the owners.
- AD) The refundable deposit money will be refunded with the manner as follows :-
- ii) Owners No 1, 2 & 3 i.e. m/s Nepal tradecom pvt.ltd, M/S. AMBALIKA HOUSING PRIVATE LIMITED & M/S. MRITTIKA BUILDERS PRIVATE LIMITED refund their refundable amount in the manner :-
- a) 30% at the time of completion of super structure.
- b) 30% of completion of brick work and inside-outside plaster.
- c) 40% at the time of handover of the project with completion certificate.
- AE) The name of the project is "ROYAL GARDEN".
- AF) The owners can enter into any agreement for sale with the purchases of their allocated portion without the consent or signature of the Developer. Also developer declare that the owner can receive from the intending purchaser or purchasers any earnest money and/or advance and also the balance of money on completion of such sale or sales and to give good valid receipt without the consent or signature of builder/developer.
- AG) The builder declare that the land owners can sign and execute other documents including the agreement for sale and deed or conveyance for their own allocated portion without the signature or consent of the builder.




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FIRST SCHEDULE ABOVE REFERRED TO
(Description of the Property)

ALL THAT piece and parcel of land **426.43 decimals equivalent to more or less 12 Bigha 18 Katha 1 Chattak 15 Sq.ft.** (the split up of the land being :- 30 decimals of R.S. Dag No. 8, R.S. Khatian No. 61, 15 decimals of R.S. Dag No. 9, R.S. Khatian No. 2510, 14 decimals of R.S. Dag No. 10, R.S. Khatian No. 52/18, 44 decimals of R.S. Dag No. 20, R.S. Khatian No. 2495, 33 decimals of R.S. Dag No. 51, R.S. Khatian No. 2510, 29 decimals of R.S. Dag No. 52, R.S. Khatian No. 2510, 15 decimals of R.S. Dag No. 53, R.S. Khatian No. 2510, 60 decimals of R.S. Dag No. 54, R.S. Khatian No. 60/2, 63 decimals of R.S. Dag No. 55, R.S. Khatian No. 14, 40 decimals of R.S. Dag No. 56, R.S. Khatian No. 2509, 45 decimals of R.S. Dag No. 57, R.S. Khatian No. 60/2, 38.43 decimals of R.S. Dag No. 58, R.S. Khatian No. 60/2) lying and situate at Mouza- Rajpur, J.L. No. 55, Touzi No. 250, R.S. No. 109, Pargana- Medanmolla, comprised in C.S. & R.S. Dag Nos. 8, 9, 10, 20, 51, 52, 53, 54, 55, 56, 57 and 58 appertaining to C.S. & R.S. Khatian Nos. 14, 60/2, 61, 2495, 2509, 2510, 52/18, now within the limits of the Rajpur-Sonarpur Municipality Ward No. 26, Holding No. 153, School Road, under P.S. & A.D.S.R. office at Sonarpur, District South 24-Parganas, butted and bounded as follows :-

ON THE NORTH	:	R.S. Dag Nos. 10, 11 & 18.
ON THE SOUTH	:	R.S. Dag No. 59, 60 & 62.
ON THE EAST	:	R.S. Dag Nos. 21, 50, 53, 64.
ON THE WEST	:	30 Mt. wide Bye Pass Road.

SECOND SCHEDULE REFERRED TO ABOVE

(Owners' Allocation)

PART- 1

The Owners' area allotted for **M/S. NEPAL TRADECOM PRIVATE LIMITED** shall mean 43% built up area of the flats and covered/open car parking spaces strictly according to its land share and interest free refundable sum of Rs. 1,00,00,000/- (Rupees One Crore) only out of which the Developer will pay as down payment of Rs. 50,00,000/- (Rupees Fifty Lakh) only at the time of signing this agreement and Rs. 50,00,000/- (Rupees Fifty Lakh) only at the time of sanction of plan



[Signature]
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of proposed building approved by sanction authority, together with undivided proportionate share of land underneath and common facilities will be the exclusive share of the owner and the owner will be entitled to deal with his allocation as he likes to which the developers shall have no right, title, interest or claim in any way whatsoever.

PART- 2

The Owners' area allotted for M/S. AMBALIKA HOUSING PRIVATE LIMITED shall mean 43% built up area of the flats and covered/open car parking spaces strictly according to its land share and a refundable sum of Rs. 1,11,50,000/- (Rupees One Crore Eleven Lakh Fifty Thousand) only out of which the Developer will pay as down payment of Rs. 60,00,000/- (Rupees Sixty Lakh) only at the time of signing this agreement and Rs. 51,50,000/- (Rupees Fifty One Lakh Fifty Thousand) only at the time of sanction of plan of proposed building approved by sanction authority, together with undivided proportionate share of land underneath and common facilities will be the exclusive share of the owners and the owner will be entitled to deal with his allocation as he likes to which the developers shall have no title, claim, interest or right in any way whatsoever.

PART- 3

The Owners' area allotted for M/S. MRITTIKA BUILDERS PRIVATE LIMITED shall mean 43% built up area of the flats and covered/open car parking spaces strictly according to its land share and a refundable sum of Rs. 88,50,000/- (Rupees Eighty Eight Lakh Fifty Thousand) only out of which the Developer will pay as down payment of Rs. 40,00,000/- (Rupees Forty Lakh) only at the time of signing this agreement and Rs. 48,50,000/- (Rupees Forty Eight Lakh Fifty Thousand) only at the time of sanction of plan of proposed building approved by sanction authority, together with undivided proportionate share of land underneath and common facilities will be the exclusive share of the owner, namely Mrittika builders pvt ltd, and the said owner will be entitled to deal with his allocation as he likes to which the developer shall have no title, right, claim or interest in any way whatsoever.




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1600 Clifton Road, NE
Atlanta, Georgia 30333
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THIRD SCHEDULE REFERRED TO ABOVE

(Specification of Construction)

1. **Walls** : As per sanction plan.
2. **Floor Finish skirting Dado etc.** : The Total Flooring will be made with marble or Vitrified tiles of Kajaria/Johnson brand or equally reputed make (Tiles 2'X2') colour of tiles decided by owners.
3. **Plaster** : The outside of the building wall have cement plaster (1.6) $\frac{3}{4}$ (average) where at the inside and the ceiling plaster will be $\frac{1}{2}$ " thick. (Average) in 1:4 with plaster of Paris finishing inside and outside plaster shall be of cement and sand.
4. **Outside Painting** : Weather coat paint.
5. **Doors** :
 - a) Wooden frame (Sal wood) of each door.
 - b) main door wooden panel door.
 - c) Solid core flash door all door with high quality on both sides door handle godrej locks.
 - d) Electric bell point.
 - e) Night latch (Godrej) for main door.
6. **Windows** : Colour anodize sliding window with anti-reflective glass.
7. **Toilet & Kitchen fitting** :
 - a) One Western and one concealed type hanging comode (colour)
 - b) One colour porcelain wash.
 - c) One Shower.
 - d) Two Taps (Jacquari/Marc).
 - e) Gyser attachment system.
8. **W.C.** :
 - a) One Western type commode with hole P.V.C. cistern.




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- b) One Tap.
- * except in duplex all hanging and concealed colour commode one bath tub in master toilet.
9. **Kitchen** : The wall tiles of kitchens and all toilets will be 10"X16" (colour) of orient or Kajaria or Jhonson/Varmora.
10. **Staircase and floor** : The staircase will be finished with vetrified tiles.
11. **Sanitation and Cleanliness** : proportionate expenses of all owner/occupiers after completion of construction.
12. **Electrical** : Concealed wiring with copper wires wiring for installation with fire retardant wire of havel's or finolex brand.
- a) Each bedroom 2 light points, 1 fan point, 3 plug points, (5amp-2ps) and 1 foot light point, A.C. point.
- b) Living / Dining 3 light points, 2 fan points, 2 Cable point, 5 Amp. 15 Amp (2)
- c) Kitchen : 2 light, 1 exhaust fan point (5amp) 3 power point (15amp).
- d) W.C. : 2 light points (5amp), Toilet : 2 light point, 1 exhaust fan point (5amp), plug points (15 amp) with gyser point & washing machine point.
- e) Each Balcony : 1 light point (5amp) and 1 fan point.
- f) TV & Telephone : 2 TV points & 1 Telephone point will be provided in each flat apartment.
- g) Required points for pump, stair, common passage & roof.



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Any things extra in demanded by the owner or intending purchaser appear from the technical specification given in schedule "D" that shall made or done by the cost of the owner/purchaser. Any extra work requested by the purchase will be taken care of by the developer at an extra cost

AMENITIES AND FACILITIES OF THE TOTAL PROJECT PROVIDE BY THE DEVELOPER.

1. A.C. COMMUNITY HALL.
2. MODERN CLUB HOUSE WITH GYMNASIUM, INDOOR GAMES ROOM AND BANQUET HALL.
3. SWIMMING POOL.
4. JOGGING TRACK.
5. CHILDRENS PLAY GROUND.
6. POWER BACK UP/Jackson soundless gent set.
7. intercom and octv system

ll the facilities of the new building will be enjoy by the owners.

FOURTH SCHEDULE ABOVE REFERRED TO

(The common Portion)

En trance and exists to the premises and the new building

- i) Durwan's room/care takers room.
- ii) Boundary walls and gate of the premises
- iii) Staircase lobbies on all the floor.
- iv. Elevator / Lift with capacity of five passengers of kone or otis equivalent make.
- v. Entrance lobby, electric utility room/meter room
- vi. Water pump room.
- vii. Common installations any where outside any unit.
- viii. Right of access on the roof above the top floor of the new building.




Wanda L. Ragsdale
Director, Office of
Registration and
Records Administration
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- ix. any common area in the new building, foundation, columns, beams, supports common passage etc.
- 2. WATER, PLUMBING, DRAINAGE :-
 - 1. Drainage, Sewerage lines and other installations for the same. (except only those as are installed within the exclusive area of any unit and/ or exclusively for its use.
 - 2. Water supply system/Drinking Water supply system tube well.
 - 3. Water pump, underground water reservoir together with all common plumbing installations for drainage water (save only those as are within the exclusive area of any unit and/or exclusively for its use).
 - 4. Electrical installations : Electrical wiring and other fitting (excluding those as are installed within exclusive area of any unit or exclusively for its use)
 - 5. Lightning of common portion
 - 6. Electrical installations for receiving electricity from supply. Supplier (WBSEDCL) and meter for receiving the supply.
 - 7. Passage lift.
 - 8. Others : Such other common parts, areas, equipment, installations, fittings fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the units in common by the co-owners.

FIFTH SCHEDULE ABOVE REFERRED TO


(Covenants and common restrictions)

The owner and all unit owners shall always be strictly adhere to the following restrictions :-

The owner and/ or unit owners shall not do the following

- 1. Obstruct the Association (upon its formation) in their acts relating to the common purpose.




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2. Violate any of the rules and/or regulation laid down for the common purpose and for the user of the common portion.
3. Injure, harm, or damage the common portion or any other units in the new building' by making any alteration or withdrawing any support or otherwise.
4. Alter any portion, elevation or colour scheme of the new building.
5. Throw or accumulate or cause to be thrown or accumulation any dust, rubbish or other refuse in the common portions save at the place indicated or worked thereof.
6. Place or cause to be placed any article or object in the common portion.
7. Use any unit or any part thereof for any purpose other than the purpose meant for (Residential/ commercial)
8. Carry or on cause to be carried on any obnoxious or injurious activity in or through any unit and parking space or the common portion.
9. Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the new building and/or the adjoining building or buildings:

THE SIXTH SCHEDULE ABOVE REFERRED TO

(THE COMMON EXPENSES)

1. Maintenance :- All cost of maintaining, operating, replacing, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstruction, lighting and renovating the common portions including the exterior or interior (but not inside any unit) walls of the new building.
2. Maintenance of passenger lift elevator.
3. Maintenance of Staff:- The salaries of and all other expenses of the staff to be employed for the common purpose, including caretaker / durwans, sweepers, plumber, electricians etc. and their perquisites, bonus and other emoluments and benefits.




District Registrar-IV
Registration No. 1908 of
Alipore, South 24 Parganas
17 Jul 2014


4. Association :- Establishment and all other expenses of the Association including the formation, office and miscellaneous expenses.
5. Common utilities :- All charges and deposits for suppliers of common utilities to the co-owners in common.
6. Electricity :- electricity charges for the electrical energy consumed for the operation of common portions.
7. Litigation: all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
8. Rates and Taxes :- Municipal Taxes, multistoried building tax, water tax and other levies in respect of the premises and the new building save those separately assessed on co-owners.

SEVENTH SCHEDULE REFERRED TO ABOVE

(Developers' Allocation)

Save and except the Owners' allocation mentioned hereinabove remaining 57% built up area of the flats and covered/open car parking spaces of each owners land share of the project together with proportionate impartible undivided share in the land underneath will be in the exclusive share of the Developers and the Developers will be entitled to deal with his allocation as he likes to which the Owners shall have no right title interest or claim in any way whatsoever.




District Sub-Registrar-IV
Notarize 1/5 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
17 JUL 2014

IN WITNESS WHEREOF the parties hereto have put their signature on this day, month and year first above written.

WITNESSES :-

1. *Somenath Chakraborty*
Super. of. officer
Kod-27

Nepal Tradecom Pvt. Ltd.
Dinesh Singh

2. LOKESH JHA
D5, Green park
KOL - 700103.

Debidip Sin

Mrittika Builders Pvt. Ltd
Yogendra Singh
Director

SIGNATURE OF THE OWNERS

Rajendra Kumar Agarwal
As Lawfully Authorized Attorney of
Rajwada Group Partners
1) Parveen Agarwal
2) Bitesh Agarwal
3) Rajkumar Agarwal

SIGNATURE OF THE DEVELOPER

Drafted by :-
Somenath Chakraborty
(SOMENATH CHAKRABORTY)
Deed Writer (ALP/130),
Alipore District Registrar Office
Kolkata- 700 027.

Printed by :-
Pradip Baidya
(PRADIP BAIDYA)
Sonarpur.




District Registrar-IV
Section-2(2) of
Records Act, 1958
Alipore
17 JUL 2014

MEMO OF CONSIDERATION

RECEIVED from the withinnamed Developer a sum of Rs. 1,50,00,000/- (Rupees One Crore Fifty

Lakh) only as earnest money/part out of the total rupees in the following manner :-

DATE	CHEQUE No.	BANK	IN FAVOUR OF	AMOUNT
05/03/2011	473652	Axis Bank	M/s. Nepal Tradecom Pvt. Ltd.	Rs. 10,00,000/-
11/04/2011	473653	Axis Bank	- do -	Rs. 20,00,000/-
11/04/2011	473654	Axis Bank	- do -	Rs. 20,00,000/-
03/12/2010	415374	Axis Bank	M/s. Ambalika Housing Pvt. Ltd.	Rs. 10,00,000/-
17/12/2010	387051	Axis Bank	- do -	Rs. 20,00,000/-
19/01/2011	415416	Axis Bank	- do -	Rs. 10,00,000/-
19/01/2011	431329	Axis Bank	- do -	Rs. 20,00,000/-
01/01/2011	415375	Axis Bank	M/s. Mittika Builder Pvt. Ltd.	Rs. 10,00,000/-
01/01/2011	431318	Axis Bank	- do -	Rs. 10,00,000/-
19/01/2011	431328	Axis Bank	- do -	Rs. 20,00,000/-
Total Rs.				1,50,00,000/-

(RUPEES ONE CRORE FIFTY LAKH ONLY)

WITNESSES :-

1. Same Math Chandra Babu

Nepal Tradecom Pvt. Ltd

Dinesh Singh

(Signature)

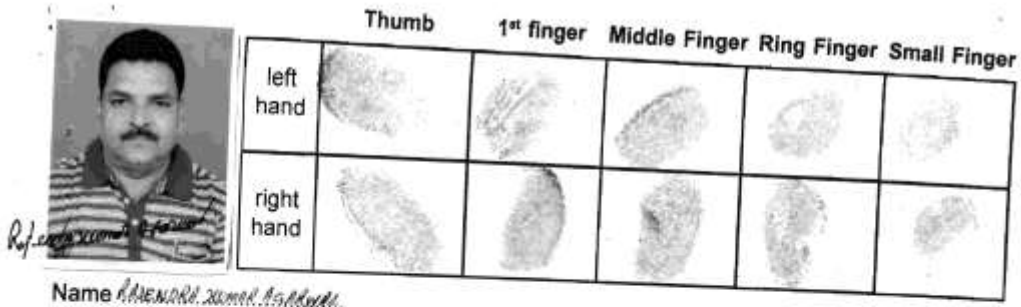
2. LOKESH JHA
25, Green park
K91 - 780203.

Mittika Builders Pvt. Ltd
K91 - 780203.
Director

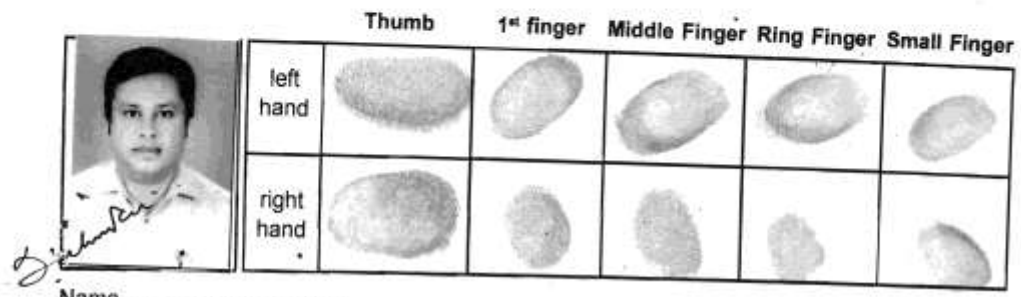
SIGNATURE OF THE OWNERS



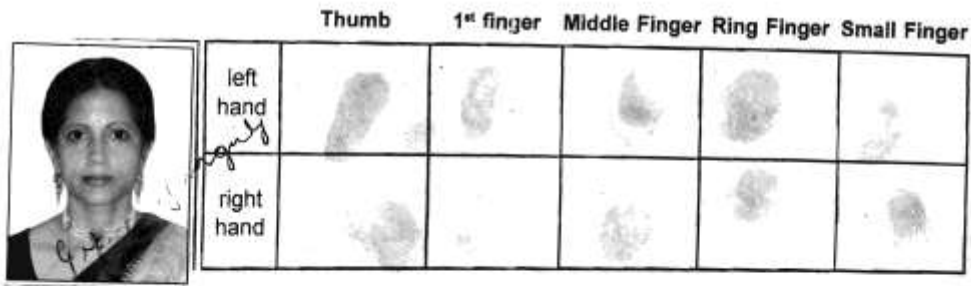
A
District of Columbia
Registrar of Deeds
Room 1208
1100 Pennsylvania Ave. N.W.
Washington, D.C. 20004
17 JUL 2014



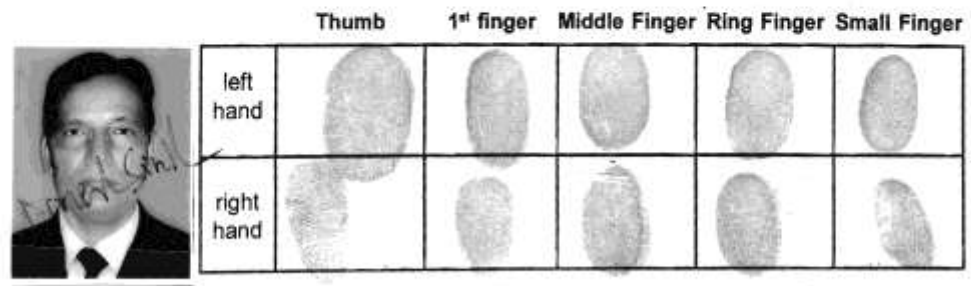
Name ANAND KUMAR ASHOK
 Signature [Handwritten Signature]



Name
 Signature [Handwritten Signature]



Name
 Signature [Handwritten Signature]



Name
 Signature [Handwritten Signature]




District Sub-Registrar-IV
Registrar (RS 7(2) of
Proclamation Act 1908
Alipore South 24 Panchayat
17 JUL 2014



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 05412 of 2014
(Serial No. 05591 of 2014 and Query No. 1604L000012580 of 2014)

On 17/07/2014

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

Presented for registration at 21.00 hrs on :17/07/2014, at the Private residence by Rajendra Kumar Agarwal ,Claimant.

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

Execution is admitted on 17/07/2014 by

1. Dinesh Singh
Director, M/s Nepal Tradecom Pvt Ltd, 284/a B B Ganguly St, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, Pin :-700012.
, By Profession : Business
2. Sachin Paik
Director, M/s Ambalika Housing Pvt Ltd, 1216 Madhurdaha Hossainpur, Thana:-Tiljala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700107.
, By Profession : Business
3. Gopa Ganguly
Director, M/s Mrittika Builders Pvt Ltd, 597 Laskarhat Picnic Garden Rd, Thana:-Tiljala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700039.
, By Profession : Business
Identified By Somenath Chakraborty, son of Late Dulal Chakraborty, Alipore D R Office, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste: Hindu, By Profession: Deed Writer.

Executed by Attorney

Execution by

1. Rajendra Kumar Agarwal, Representative of
Developer/partner, M/s Rajwada Group, 26 Mahamaya Mandir Rd Mahamayatala Garia, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084.
,as the constituted attorney of 1. Parveen Agarwal 2. Bikash Agarwal 3. Raj Kumar Agarwal is admitted by him.
Identified By Somenath Chakraborty, son of Late Dulal Chakraborty, Alipore D R Office, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste: Hindu, By Profession: Deed Writer.

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV

On 18/07/2014

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 : 4, 5(f), 53 of Indian Stamp Act 1899

(Tridip Misra)

DISTRICT SUB-REGISTRAR-IV

18/07/2014 13:47:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 05412 of 2014
(Serial No. 05591 of 2014 and Query No. 1604L000012580 of 2014)

Payment of Fees:

Amount by Draft

1. Rs. 49000/- is paid , by the draft number 434211, Draft Date 17/07/2014, Bank Name State Bank of India, Boral Branch, received on 18/07/2014
 2. Rs. 49000/- is paid , by the draft number 434212, Draft Date 17/07/2014, Bank Name State Bank of India, Boral Branch, received on 18/07/2014
 3. Rs. 49000/- is paid , by the draft number 615870, Draft Date 17/07/2014, Bank Name State Bank of India, FARTABAD, received on 18/07/2014
 4. Rs. 18050/- is paid , by the draft number 615868, Draft Date 17/07/2014, Bank Name State Bank of India, FARTABAD, received on 18/07/2014
- (Under Article : B = 164989/- ,E = 14/- ,H = 28/- ,M(b) = 4/- ,Excess amount = 15/- on 18/07/2014)

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.-18,10,23,247/-

Certified that the required stamp duty of this document is Rs.- 75011 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 49000/- is paid , by the draft number 434213, Draft Date 17/07/2014, Bank : State Bank of India, Boral Branch, received on 18/07/2014
2. Rs. 25050/- is paid , by the draft number 615869, Draft Date 17/07/2014, Bank : State Bank of India, FARTABAD, received on 18/07/2014

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV



(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV


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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 31
Page from 962 to 1009
being No 05412 for the year 2014.




(Tridip Misra) 22-July-2014
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS
West Bengal

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