

DRAFT FOR APPROVAL

Authorized Signatory

FORMAT SALE DEED

This Sale Deed (Sale Deed) executed on this _____ (date) day of _____ (Month),
 _____ (year).

By and Between**1 VENDORS:****1.1 FIRST VENDORS:**

1.1.1 **ARYAVRAT SAVINGS UNIT PRIVATE LIMITED** (CIN - U65992WB1972PTC028468), a private company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O. - Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AACCA1111H;

1.1.2 **AMBEY MATA HOLDINGS PRIVATE LIMITED** (CIN - U65100WB1986PTC041529), a private company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O. - Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AABCD1672P;

1.1.3 **SIMPLEX LAND & HOUSING DEVELOPMENT PRIVATE LIMITED** (CIN - U45201WB1995PTC076123), a private company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O. - Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AADCS5138F;

1.1.4 **AMBEY MATA CAPITAL PRIVATE LIMITED** (CIN - U67100WB1985PTC039370), a private company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O. - Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AAACW2443G

1.2 SECOND VENDOR:

1.2.1 **BETTERMAN ENGINEERS PRIVATE LIMITED**, (CIN - U29199WB2002PTC095072), a private company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at 8D, Chaltabagan Lane, Post Office Beadon Street, Police Station Amherst Street, Kolkata-700006 having PAN No. AABCB9453G

the First Vendors and the Second Vendor are represented by their Constituted Attorney Ambey Realtors LLP, (represented by its Authorized Signatory _____ son of _____ residing at _____ Post Office _____ Police Station _____ Kolkata-

having PAN _____) and are hereinafter jointly referred to as "the VENDORS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors-in-interest and assigns) of the **FIRST PART**;

AND

2 PROMOTER:

2.1 AMBEY REALTORS LLP, (having LLP IN AAD-6412) a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2008 having its registered office at PS IXL, Unit No. 205, 2nd Floor, Post Office Rajarhat Gopalpur, Police Station Baguiati, Kolkata - 700136 having PAN ABCFA8196Q represented by its Designated Partner/Authorized Representative _____ (Aadhaar No. _____) son of Mr. _____ of _____, Police Station _____, Post Office _____, Kolkata - _____ having PAN _____ authorized vide Board resolution dated _____; hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns) of the **SECOND PART**;

AND

[If the Purchaser is a company]

_____ (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013 as the case may be], having its registered office at _____ (PAN _____), represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assigns),

[OR]

[If the Purchaser is a partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, (PAN _____), represented by its authorized partner _____, (Aadhaar No. _____) duly authorized vide hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its partners for the time being, successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Purchaser is an Individual]

Mr. / Ms. _____ (Aadhaar No. _____) son/daughter of _____ aged about _____, residing at _____ (PAN _____),

hereinafter called the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Purchaser is a Sole Proprietor]

_____, a Sole Proprietary concern of Mr. / Ms. _____ (Aadhaar No. _____) son/daughter of _____ aged about _____ residing at _____ (PAN _____).

hereinafter called the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Purchaser is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN _____).

hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns).

(Please insert details of other Purchaser(s) in case of more than one Purchaser)

of the **THIRD PART.**

The Vendors, the Promoter and the Purchaser shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. The First Vendors are the absolute and lawful owners of, amongst other properties, pieces or parcels of land admeasuring 2.9204 acre or 292.04 satak more or less in Mouza Atghara J.L. No. 10, Police Station Baguiati (formerly Rajarhat) within Ward No. 12 (formerly 09) of the Bidhannagar Municipal Corporation in the District of North 24 Parganas and the First Vendors have appointed the Promoter as the developer thereof in whole or part and out of the same lands measuring 288.66 satak or 2.8866 acre or 11681.65 Square Meter more or less has been agreed to be developed by the Promoter in the first phase and the same is situate lying at and comprised in R.S. and L.R. Dag Nos. 199, 205, 218, 227, 232, 233, 234, 235, 236, 248, 249, 250, 251, 252, 253 and 254 in L.R. Khatian Nos. 1902, 1538, 1548, 1537, 1547, 1581, 1892, 1844, 1900, 1549, 1546, 1544, 1894, 2311, 1274, 1276, 1893, 1824, 2293, 1825, 1899, 1539, 1541, 1543, 1863, 1901, 1542, 1540, 1545 and 3081 in the said Mouza Atghara, J.L. No. 10, Police Station Baguiati (formerly Rajarhat) within Ward No. 12 (formerly 09) of the Bidhannagar Municipal Corporation in the District of North 24

Parganas described in **Clause 2.1 of Schedule A ("First Vendors' Land")**. The description of the sale deed(s) and other devolution of title in respect of the said 2.9204 acre is mentioned in **PART-VII of Schedule A** hereto.

- A1. Previously the First Vendors alongwith 18 other companies namely Ambey Complex Private Limited, Ambey Plaza Private Limited, Ambey Apartment Private Limited, Ambey Towers Private Limited, Ambey Hirise Private Limited, Ambe Commotrade Private Limited, Aryavrat Infrastructure Private Limited, Aryavrat Apartment Private Limited, Aryavrat Enclave Private Limited, Aryavrat Plaza Private Limited, Jainex Properties Private Limited, Praribha Niketan Private Limited, Simplex Enclave Private Limited, Simplex Apartment Private Limited, Simplex Nirman Private Limited, Simplex Towers Private Limited, Simplex Mansion Private Limited, Simplex Niketan Private Limited (the said 18 Companies are hereinafter referred to as "the **Pre-Substituted Vendors**") were the owners of the First Vendors' Land.
- B. The Second Vendor is the absolute and lawful owner of lands admeasuring 4.44 Satak or 0.0444 acre more or less equivalent to 179.68 sq. mt. more or less with a mutated area of 5 satak or 0.05 acre situate lying at and being a portion of R.S. and L.R. Dag No. 235 under L.R. Khatian No.2452 in the said Mouza Atghara described in **Clause 2.2 of Schedule A ("Second Vendor's Land")** vide sale deed(s) and other devolution of title as mentioned in **PART-VII of Schedule A** hereto. The Second Vendor has appointed the Promoter to develop the Second Vendor's Land.
- C. The Promoter is the common developer appointed by the First Vendors and the Pre-Substituted Vendors in respect of the development of the First Vendors' Land and by the Second Vendors in respect of the development of the Second Vendor's Land altogether containing an area of 2.9310 acre of 293.10 Satak or 11861.28 Square metre more or less described in the **Clause 1 of Schedule A ("Project Land")** under the said two development agreements particulars whereof are mentioned in **Part-VII of Schedule A**.
- D. By an Order dated 20th May 2022 of National Company Law Tribunal Kolkata Bench-I, Kolkata the said Pre-Substituted Vendors were amalgamated with the said Simplex Land & Housing Development Private Limited (the Vendors No. 1.1.3 herein) and, inter alia, all tangible assets (including the share of the Pre-Substituted Vendors in the First Vendors' Land) and their entire rights and obligations under the Development Agreement dated 23rd July 2021 (including the share in the Realizations) stood transferred to and vested in the said Simplex Land & Housing Development Private Limited, the Vendors No. 1.1.3 hereto.
- E. The Project Land is earmarked for the purpose of building partly residential and partly commercial project comprising multistoried apartment buildings and the said project shall be known as "**Ambey Gateway**" ("**Project**").
- F. The Vendors have obtained the sanctioned plans (for construction of seven Residential Blocks ("**Buildings**"/"**Residential Buildings**"), one Club House Block ("**Club House Building**") and one Mercantile Block ("**Mercantile Building**"/"**Commercial Block**")) sanctioned by Bidhannagar Municipal Corporation vide plan No. BMC/BPN/RG/352/80/17-18 (Serial Nos. 1 to 11), dated 16th October 2019) as modified on _____ ("**sanctioned building plans**" which expression shall include all sanctions, vertical/horizontal extensions, modifications, integrations, revalidations and revisions made thereto, if any, from time to time by Bidhannagar Municipal Corporation and other concerned authorities), specifications and approvals for the Project and also for the apartment be from Bidhannagar Municipal Corporation. The Second Vendor has been allocated specific units and parking spaces ("**Second Vendor's Allocation**") in one of the

Residential Buildings to be constructed on the Project Land and save those allocated to the Second Vendor, the Promoter has exclusive rights to sell or otherwise Transfer the entire units, parking areas and other transferable spaces and rights in the remainder of the building Complex and to receive the price and other amounts in respect thereof. The Promoter agrees and undertakes that it shall not make any changes to these layout plans insofar as the same relates to the Buildings or any of them in the Project except as elsewhere herein contained and/or in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 ("Act") and other laws as applicable;

- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____
- H. By Agreement for sale dated _____ ("**Sale Agreement**") the Promoter has agreed to sell and transfer to the Purchaser and the Purchaser agreed to purchase **ALL THAT** apartment no. _____ ("**Unit**") having carpet area of _____ square feet alongwith balcony with a carpet area of _____ Square feet more or less, type _____, on _____ floor in Tower No. _____ ("**Designated Building**") along with right of parking _____ motor car/two wheeler in the _____, as permissible under the applicable law ("**Parking Facility**") and of pro rata share in the common areas as mentioned in **PART-IV** of **SCHEDULE A** hereto ("**Common Areas**"). (The Unit, the Parking Facility, if any and pro rata share of the Common Areas hereinafter collectively referred to as the "**Designated Apartment**" and the Unit is more particularly described in **PART-II** of **Schedule A** and the floor plan of the Unit is annexed hereto and marked as **Schedule B**). The Designated Apartment forms does not form part of the Second Vendor's Allocation;
- I. The Promoter has since constructed the Designated Building and the Designated Apartment and provided inspection of the same to the Purchaser. The Purchaser on being satisfied with the construction, fittings and fixtures used, area and all other aspects of the same and also of the Project as constructed has requested the Promoter to complete the sale of the Designated Apartment in favour of the Purchaser.
- J. The Parties have gone through all the terms and conditions set out in the Sale Agreement and this Deed and understood the mutual rights and obligations detailed in the Sale Agreement and herein;
- K. Additional Disclosures/Details by the Promoter to the Purchaser:
- a. For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot parking facility to the interested co-owners applying for the same in an organized manner whereby each such interested co-owners shall be allotted, parking facility of the type applied by him in an identified dependent or independent space. Since different kinds of parking spaces have different costing, the Promoter has fixed different costs in respect of the different categories of parking space.
 - b. The other disclosures, details and additional terms are mentioned at several places in the Deed and in the Schedules hereto and are agreed between the parties hereto.
 - c. The Purchaser accepts and acknowledges all the disclosures, details and additional terms mentioned above and connected thereto and agrees not to raise any objection or dispute with regard thereto. The Purchaser accepts that none of the aforesaid disclosures, details or terms affect the execution of the Project which is a building complex with its own common areas and amenities and in any event, the Purchaser upon understanding the same and the intent and purport thereof doth hereby provide

to the Promoter its express consent as required under Section 14 of the Real Estate (Regulation and Development) Act, 2016 and rules and regulations for the time being applicable in West Bengal in respect of all acts, deeds and things done or that may be done by the Promoter in connection with the aforesaid disclosures, details and additional/connected terms.

- d. The Promoter shall construct a Mercantile Building at the Project which shall contain Units for non residential use (including but not limited to ATM, banking, office, shop, restaurant, café, parlour etc..) and shall include the separate entrance open spaces surrounding the same in addition to the right of access to the Commercial Block from the main common entrance of the Complex and the from the common driveway and passages and shall also include other areas relating to the Commercial Block that may be made exclusive for the use by all or any of the transferees of the Commercial Block and also include any Parking Spaces, open and covered spaces as the Promoter may identify earmark or demarcate as being exclusive to or for the non residential Units it being clarified that the Promoter may alter or vary the size or location of any areas, open and covered spaces connected to or for use by all or any transferee of Commercial Block and when so altered or varied, the altered or varied area shall form part of the Commercial Block
- e. (other disclosures to be inserted by the Promoter and the above disclosures may also undergo changes as applicable and deemed proper by the Promoter at the time of sale deed)

- L. The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms conditions, and stipulations contained in this Deed and all applicable laws, are now willing to enter into this Deed on the terms and conditions appearing hereinafter;

II NOW THIS INDENTURE WITNESSETH THAT in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs. _____ (Rupees _____ only) by the Purchaser to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and which sum includes the reimbursement of the consideration paid by the Promoter to the First Vendors to the extent apportioned towards the proportionate share in the Land attributable to the Unit and mentioned in the receipt and memo hereunder written and of and from the payment of the same and every part thereof the First Vendors and the Promoter do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter and the First Vendors do hereby sell and transfer and the Second Vendor doth hereby concur confirm and assure unto and to the Purchaser their respective entitlements in **ALL THAT** apartment no. _____ having carpet area of _____ square feet alongwith balcony with a carpet area of _____ Square feet more or less, type _____, on _____ floor in Tower No. _____ along with right of parking _____ motor car/two wheeler in the _____, as permissible under the applicable law all morefully and particularly mentioned and described in **PART-II** and **PART-III** of **Schedule-A** hereto **AND TOGETHER WITH** right to use the Common Areas in common with the Vendors and Promoter and other persons permitted by them **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection therewith **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendors into or upon the same **TO HAVE AND TO**

HOLD the same unto and to the use of the Purchaser absolutely and forever **TOGETHER WITH AND/OR SUBJECT TO** the easements quasi-easements and other stipulations and provisions in favour of the Purchaser and the Promoter/Vendors as are set out in the **Schedule C** hereto **AND SUBJECT TO** the covenants, terms and conditions as contained in Clause IV and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.

- IIA. And in the premises aforesaid and in pursuance of section 17 of the said Act, the Vendors doth hereby sell and transfer to the Association undivided proportionate title to the said Land attributable to the Designated Apartment and the Vendors and the Promoter do hereby sell and transfer to the Association undivided proportionate title to the other Common Areas absolutely. If any document or instrument is required, in law, to be executed and registered to further confirm or vest the said transfer in favour of the Association, the parties hereto shall execute and register the same at the cost and expense of the Purchaser.

[OR in case Association is not formed before execution of the Deed of Conveyance then the following]

And in the premises aforesaid and at the requisition of the Purchaser and with the consent of the Purchaser it is recorded and confirmed that the sale and transfer of the undivided proportionate title to the said Land attributable to the Designated Apartment by the Vendors and of the undivided proportionate title to the other Common Areas by the Vendors and the Promoter is and shall be deemed to be hereby conveyed to the Association without requirement of any act in future on the part of the Vendors and the Promoter and shall ipso facto take effect immediately upon the incorporation of the Association absolutely and shall remain vested with the Purchaser until then in trust and for the benefit of the Association. It is clarified that if any document or instrument is required, in law, to be executed and registered to confirm or vest the said transfer in favour of the Association, the parties hereto shall execute and register the same at the cost and expense of the Purchaser.

III. THE VENDORS AND THE PROMOTER DO HEREBY COVENANT WITH THE PURCHASER as follows:-

- (a) The interest which they do hereby profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser, the Designated Apartment in the manner aforesaid.
- (b) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Designated Apartment and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by them or any person or persons claiming through under or in trust for them **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by the Vendors and the Promoter save only those as are expressly mentioned herein.
- (c) They shall from time to time and at all times hereafter upon every reasonable request and at all the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Designated Apartment hereby sold and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.
- (d) The First Vendors/Promoter confirms that the First Vendors/Promoter are not restricted in any manner whatsoever from selling the said Designated Apartment to the Purchaser in the manner contemplated in this Deed:

- (e) At or before of the execution of the conveyance deed, the Promoter has handed over lawful, vacant, peaceful, physical possession of the Unit and Parking Facility, if any, to the Purchaser and the common areas to the Maintenance In-charge;
- (f) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;
- (g) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received by or served upon the Promoter in respect of the Project Land and/or the Project.
- (h) That the Project Land is not Waqf property.

IV. IT IS HEREBY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO as follows:-

1. The Promoter agrees and acknowledges, the Purchaser shall have the right to the Designated Apartment as mentioned below.

- (i) The Purchaser shall have exclusive ownership of the Unit.
- (ii) Pursuant to Section 17 of the said Act and at the instance of the Purchaser, the Association has been conveyed the undivided proportionate share in the Common Areas.

{OR in case Association is not formed before execution of the Deed of Conveyance then the following}

Pursuant to Section 17 of the Real Estate (Regulation and Development) Act, 2016 and at the instance of the Purchaser, the Association is intended to be the owner of the undivided proportionate share in the Common Areas as morefully mentioned in clause IIA hereinabove. The Purchaser shall also have title to undivided proportionate share in the Common Areas as members of the Association as stipulated in clause IIA hereinabove.

- (iii) the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Promoter has handed over the Common areas to the Association.
2. It is made clear by the Promoter and the Purchaser agrees that the Unit along with Parking Facility, if any, shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser and except as disclosed to the Purchaser as per clause "K" above. It is clarified that Project's facilities and amenities as mentioned in **PART-IV of SCHEDULE A** hereto shall be available only for use and enjoyment of the Co-owners of the Project.
3. It is understood by the Purchaser that all other areas i.e. areas and facilities falling outside the Project, shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

- 4 **PAST OUTGOINGS:** The Purchaser and the Association/Maintenance In-charge acknowledges, accepts and confirms that the Promoter has already paid all outgoings before transferring the physical possession of the Unit and the Parking Facility, if any, to the Purchaser, which it has collected from the Purchaser, for the payment of outgoings (including those mentioned in the Agreement) to the satisfaction of the Purchaser and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.
- 5 **COMPLIANCE OF LAWS RELATING TO REMITTANCES:** The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 5.1 The Promoter accepts no responsibility in this regard. The Purchaser shall keep the Promoter fully indemnified and harmless in this regard. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the Unit and Parking Facility, if any, applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser only.
- 6 **CONSTRUCTION OF THE PROJECT / APARTMENT:** The Purchaser has seen the Project and the Designated Apartment and all Common Areas thereat including all facilities, amenities and specifications thereat and the quality of materials and workmanship used therein and is fully satisfied thereabout. The Purchaser has also seen the layout plan, and the sanctioned plans as modified and verified the same with the Designated Apartment and the Project including as regards the area, the facilities, amenities and specifications thereat.
- 7 **POSSESSION OF THE DESIGNATED APARTMENT:** The Purchaser acknowledges and confirms that the Promoter has carried out delivery of possession of the Designated Apartment to the Purchaser to its complete satisfaction and the Purchaser has no claim against the Promoter or the Vendors in respect thereof. The Purchaser further acknowledges and confirms the terms and conditions pertaining to delivery of the common areas as contained herein and accepts the same unequivocally. The Purchaser has inspected all Common Areas and verified the same from those agreed as per the Agreement for Sale and found those present at the time of execution of these presents to be acceptable and to his complete satisfaction without any objection or claim whatsoever against the Promoter or the Vendors.
- 8 **MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:** The Maintenance In-charge shall be responsible to provide and maintain essential services in the Project. The cost of such maintenance shall be payable by the Purchaser separately to the Maintenance In-charge. The parties agree to the following further terms and conditions agreed between them in connection with the maintenance of the Designated Apartment, the Designated Building, the Building Complex and the Project:

8.1 Maintenance In-charge related:

- (i) **Association:** The Promoter shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 ("**Association**") by the Co-owners of the apartments in the Project and the Purchaser hereby agrees to become a member of the Association and to sign, execute and register all documents required for formation of the Association and for its running and administration. The Promoter shall appoint consultants having knowledge in formation of Association and the Purchaser agrees to do all acts, deeds and things as may required by such consultant within the stipulated times and to pay the proportionate costs of formation and operationalization of the Association.
- (ii) The Promoter may, if it so consider proper, enable the merger of the multiple associations in respect of the Project or a syndicate or organization of all the associations for dealing with the matters of common interest.
- (iii) **Maintenance Agency:** The Promoter shall appoint one or more agencies or persons ("**Maintenance Agency**") to look after the acts relating to the purposes of managing maintaining up-keeping and security of the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common ("**Common Purposes**") on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day to day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Purchaser.
- (iv) **Maintenance In-charge :** Upon formation of the Association and its taking charge of the acts relating to the Common Purposes, the Association and until then mean the Promoter or any Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge ("**Maintenance In-charge**").

8.2 Common Areas related:

- (i) The Building contains certain Common Areas as specified in **SECTION I** of **PART-IV** of the **SCHEDULE A** hereto and which the Purchaser shall have the right to use in common with the Vendors, the Promoter and other Co-owners of the said Building and other persons permitted by the Promoter.
- (ii) The Project shall also contain certain Common Areas as specified in **SECTION II** of **PART-IV** of the **SCHEDULE A** hereto which the Purchaser shall have the right to use in common with the Vendors, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter.
- (iii) The Commercial Block shall contain certain Common Areas as specified in **SECTION III** of **PART-IV** of the **SCHEDULE A** hereto and in case the Unit agreed to be purchased hereunder by the Purchaser forms part of the Commercial Block, then and only in that event the Purchaser shall have the right to use the common areas forming part of the Commercial Block in common with the Vendors, the Promoter and other Co-owners of the Commercial Block and other persons permitted by the Promoter.

- (iv) Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Purchaser either independently or in common with any other Co-owner. In particular and without prejudice to the generality of the foregoing provisions of this clause, the Parking Spaces including the Mechanical Parking System shall not be, nor be claimed to be part of the Common Areas.
- (v) The Promoter has identified and demarcated portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified shall form part of the Common Areas.

8.3 Unit related:

- (i) **Fittings & Fixtures:** Except those provided by the Promoter, all fit-outs to be put-up, erected and installed at or inside the Unit including the interior decoration shall be done and completed by the Purchaser at its own costs and expenses. In doing and carrying out the said fit-out works, the Purchaser shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire Safety laws and rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Purchaser shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fit-out works. The Purchaser hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Unit. The Purchaser shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Purchaser while carrying out any fit-out or other activity.
- (ii) **Area Calculations:**
- (a) **Carpet Area of Unit:** The carpet area for the Unit or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.
- (b) **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.
- (c) **Open Terrace Area:** The net usable area of the exclusive open space attached to the Unit if granted to the Purchaser.
- (d) **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Purchaser, the area shall be ___ Square feet more or less being the Unit Area for CAM.

- 8.4 **Housing Loan (if any) by Purchaser related:** In case the Purchaser, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this Deed and the entire obligation or liability in respect of the same shall be that of the Purchaser alone. The bank/financial institution providing housing loan or finance to the Purchaser shall be required to disburse/pay all amounts due and payable to the Promoter under this Deed and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser from such bank/ financial institution.

8.5 Activity Centre/Club related:

- (i) **Users:** The Purchaser shall have the right to use Activity Centre / Club facilities in the Project in common with the Vendors, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter.
- (ii) **Facilities:** The conveniences, amenities and facilities of the Activity Centre/Club shall be decided by the Promoter and the same shall be final and binding on the Purchaser. A list of the facilities, as per current planning, of the Activity Centre/Club has been provided PART-V of Schedule A hereto.
- (iii) **Activity Centre/Club Costs:** All costs and expenses for and relating to the Activity Centre/Club (including the cost of the Club Manager, the management, maintenance, administration, repair, replacement, upkeep of all areas, equipments and utilities thereat and the cost of the professionals, employees and other persons appointed or engaged, the costs of rendition of security, services, amenities and facilities, taxes and overheads and all other fees, costs, charges and expenses connected therewith) shall be borne and paid by the co-owners of the Project.
- (iv) **Commencement of Operation of the Activity Centre/Club:** The Promoter shall endeavor to get the Activity Centre/Club operational after the entirety of the Project is complete and made ready. The Purchaser accepts and confirms that the date of completion of construction of the Designated Apartment shall have no connection and correlation with the Activity Centre/Club becoming operational and that the Purchaser shall not raise any claim or objection in this regard.
- (v) **Administration of the Activity Centre/Club:** The Purchaser agrees and confirms that the Activity Centre/Club (at the sole discretion of the Promoter) shall be initially managed and operated by the Promoter either by itself or through its nominee for such period as the Promoter shall think proper. The Promoter herein shall appoint on such terms and conditions as the Promoter may deem fit and proper one or more person or agency ("Manager") for the management and administration of the Activity Centre/Club and rendition of the facilities therein to the users thereof, appointment/engagement of professionals and other persons therefor and setting out the rules and charges of use. The Club Manager may or may not be the Maintenance Agency and the cost of such Club Manager shall be part of the costs and expenses of running, management and administration of the Activity Centre/Club. The Association shall be given the responsibilities in respect of the Activity Centre/Club at such time and on such terms and conditions as the Promoter may deem fit and proper.
- (vi) **Further and Fuller Terms:** Only the basic preliminary terms and conditions pertaining to the membership and rules governing the Activity Centre/Club are recorded in this Deed. The Purchaser understands and accepts that detailed terms and conditions of membership as also the various charges and rules and regulations governing use of the Activity Centre/Club and its facilities will be formulated by the Promoter in due course and circulated to members before the Activity Centre/Club is made operational. The Purchaser agrees and accepts to abide by the same.

8.6 Overall Project related :

- 8.6.1 **Car Parking Areas:** In addition to those contained in clause K above, it is clarified that the Project also contain open spaces which are not forming part of the amenities and facilities

mentioned in **PART-IV** of **Schedule A** hereto and which could be used for parking. The Promoter hereby reserves right to allot parking rights in these open parking areas exclusively to the Co-owners of Units in the Project who need the same and apply for the same within period as may be stipulated by the Promoter and the Promoter may give preference to those Co-owners who do not otherwise have parking space in the Project and against payment of the applicable parking cost therefor. It is further agreed between the parties in this regard as follows:-

- (i) The Purchaser shall not have any Parking Facility until full and final payment of all sums due by the Purchaser in terms of this Deed and the Purchaser further not being in default in complying his obligations as provided in this Deed.
- (ii) All unsold or unallotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same at the consideration and in the manner deemed fit and proper by the Promoter.
- (iii) Any scheme of numbering of parking spaces will be subject to further revision as per the discretion of the Promoter and the revised parking number shall be intimated to the Purchaser upon such revision;
- (iv) The Purchaser agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other Purchaser nor to disturb the use of the allotted parking space by the concerned Purchaser.

8.6.2 Non Obstruction in Project: The Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the future construction, addition, alteration and completion of construction of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever. The Promoter shall continue to have full free and exclusive right to construct and develop upon at any time the remaining portion of the land granted to it for development under the Development Agreement dated ___ and not forming part of the Project Land at any time and if required to connect the utilities and common areas of the Project Land with the same.

8.6.3 Commencement of power supply from Generator: The power backup from the Common Generator in the Project shall be commenced only upon ___% (___ percent) of the Co-owners (other than the Vendors or the Promoter) taking possession of their respective Units in the Project and not before and the Purchaser, in case it takes possession of the Unit before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.

8.6.4 Construction Finance: The Promoter has taken construction finance for construction of the Project from _____ by mortgaging the said Land and the construction **Provided However That** any such mortgage if it relates to the Designated Apartment shall be redeemed/discharged by the Promoter by way of repayment of the loan prior to the execution of Deed of Conveyance by the Promoter in favour of the Purchaser in terms hereof.

8.6.5 Architect: Unless changed by the Promoter, Messrs. _____ of Kolkata shall be the Architect for the Project.

8.6.6 **Name:** The Project shall bear the name "Ambey Gateway" or such other name as be decided by the Promoter from time to time. The Blocks _____ shall also bear such name or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission

8.7 Future Expansion Related:

8.7.1 The Purchaser accepts, acknowledges and confirms that the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project.

8.7.2 The Promoter may make further additions and alterations to the Building Plans without affecting the Unit or reducing the amenities and facilities mentioned in **Part-IV of Schedule A**. The Promoter shall take any further consent, if required, from the Purchaser at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld.

8.8 HOUSE RULES: The ownership and enjoyment of the Unit, Parking Facility, if any and the Common Areas by the Purchaser shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules below ("**House Rules**") which the Purchaser shall be obliged and responsible to comply with strictly:-

8.8.1 to use the Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.

8.8.2 that unless the right of parking is expressly granted and mentioned in **Part-III of the Schedule A** hereinabove written ("**Parking Facility**"), the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever

8.8.3 In case the Purchaser has applied for and has been allotted parking facility, the same shall be subject to the following conditions:-

- (i) The Purchaser shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
- (ii) the Purchaser shall not park any motor car, two-wheeler or any other vehicle at any other place in the Project Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever;
- (iii) the Purchaser shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two-wheeler, as the case may be.
- (iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever.

- (v) The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
- (vi) The Purchaser shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Purchaser may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
- (vii) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
- (viii) In case due to any legislation, rule, bye-law or order, the individual exclusive Parking Facility is not permissible, then the facility of parking agreed to be granted to the Purchaser hereunder shall be super ceded by such legislation, rule, bye-law or order and for which the Purchaser shall neither hold the Promoter and/or the Vendors liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Vendors.
- (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this Deed shall all be covenants running with the Parking Facility.
- (x) In case the Purchaser is provided facility of parking which is inter-dependent with any other parking facility in the whole complex or any part thereof then the Purchaser shall not disturb/block the ingress and egress of car/two wheeler of the other Unit owner of such facility or any other Co-owners in the Project.
- (xi) In case the Purchaser is provided facility of parking in the Mechanical Parking System, the Purchaser shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Purchaser accepts and acknowledges that any use of the parking facility if taken by the Purchaser in the Mechanical Parking System shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.

8.8.4 In case the Purchaser has not been agreed to be granted any Parking Space, the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever

8.8.5 In case the Purchaser is agreed to be granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Purchaser to use of such Open Terrace shall be subject to the following conditions:

- (i) to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times

- (ii) not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet
- (iii) not to allow or permit any leakage or seepage of water from the floor to any other portion of the said Building.
- (iv) not display any signboard, boarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
- (v) not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow anyone to store any goods articles or things in the said Open Terrace or anywhere at the Project Land
- (vi) not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the said Building and/or the Project Land and/or outside walls of the said Building save in the manner indicated by the Promoter or the Maintenance In-Charge
- (vii) not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
- (viii) not to sub-divide the Open Terrace in any manner.

- 8.8.6 The use of the Common Areas including but not limited to the Activity Centre/Club shall be done by the Purchaser using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Purchaser shall not hold the Vendors or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Club Facility by the Purchaser or his family members or any other person. It is clarified that the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas and Activity Centre/Club.
- 8.8.7 Not to make any construction or addition or alteration or enclose any Common Areas, the Activity Centre/Club nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- 8.8.8 Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas, the Activity Centre/Club mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 8.8.9 Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment PROVIDED HOWEVER THAT nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out

any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Purchaser shall have the right install window/ split air-conditioners at the place's provided therefor in the Designated Apartment.

- 8.8.10 To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
- 8.8.11 Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the said Building passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the said Building or any part thereof.
- 8.8.12 Not to misuse or permit to be misused the water supply at the Designated Apartment.
- 8.8.13 Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 8.8.14 Not to install or keep or operate any generator in the Designated Apartment or in the balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the said Building or the Project Land save the battery operated inverter inside the Designated Apartment.
- 8.8.15 Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
- 8.8.16 Not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- 8.8.17 No bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- 8.8.18 To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the said Building and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout.
- 8.8.19 To use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the Project Land by the Vendors and the Promoter and all other persons entitled thereto.
- 8.8.20 To install firefighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire

- 8.8.21 To keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the said Building and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.
- 8.8.22 Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Building or may cause any increase in the premia payable in respect thereof.
- 8.8.23 Not to draw the electric lines/wires, television/DTH cables, broadband data cables and telephone cables to the Designated Apartment except only through the ducts and pipes provided therefor and further ensuring that no inconvenience is caused to the Vendors, the Promoter or to the other co-owners of the said Building. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the said Building and/or the Project Land and/or outside walls of the said Building save in the manner indicated by the Promoter or the Maintenance In-charge.
- 8.8.24 To allow the Maintenance In-charge, for the purpose of security, to restrict and regulate the entry of visitors into the Project. It being expressly understood that the internal security of the Designated Apartment shall always be the sole responsibility of the Purchaser.
- 8.8.25 Not to commit or permit to be committed any alteration or changes in, or draw from outside the said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
- 8.8.26 To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Land and other Common Purposes.
- 8.8.27 Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Project Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the Project Land.
- 8.8.28 to use only the Common Areas and Installations according to the rules framed from time to time by the Promoter and/or the Association in this behalf.
- 8.8.29 To maintain at his own costs, the Designated Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Bidhannagar Municipal Corporation, WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- 8.8.30 Not to alter the outer elevation or façade or colour scheme of the said Building (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified

by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the said Building otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

- 8.8.31 Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- 8.8.32 Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 8.8.33 Not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
- 8.8.34 not to change/alter/modify the names of the Project and/or the Building therein from those mentioned in this Deed.
- 8.8.35 The Purchaser agree, declare and confirm that the right, title and interest of the Purchaser is and shall be confined only to the Unit, the Parking Facility and the other components of the Designated Apartment and that the Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Purchaser hereby accepts and to which the Purchaser, under no circumstances, shall be entitled to raise any objection.

**In case the Unit is situated in the Mercantile Building, some of the aforesaid House Rules would be suitably amended and the following additional rules would be added:-

- 8.8.36 to use the Commercial Unit as a shop and in quiet and peaceful manner without causing any disturbance to the other co-owners and/or the neighbors and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained.
- 8.8.37 It is expressly agreed and understood by the Purchaser that the Purchaser shall not under any circumstances be entitled to use the Commercial Unit for the business of or relating to wine, any other liquor, meat shop, pan biri shop, Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever nor the Purchaser shall be entitled to carry out any form of cooking in or from the said shop or use fire gas or stove or like thereat. It is expressly agreed that any restriction on the Purchaser shall not in any way restrict the right of the Promoter to use or permit any other Unit or portion of the Mercantile Building to be used for any purpose as the Promoter may deem fit and proper.
- 8.8.38 To strictly abide by and ensure that all its employees, agents and visitors abide by all the rules and regulations from time to time applicable in respect of the matters relating to the Common Areas, common facilities and amenities, normal working hours, display of signboards, waste management, enforcing security and smooth functioning of the Project or for any other manner related to the Common Purposes. All persons temporarily or permanently engaged and/or employed by the Purchaser, directly or indirectly, for and/or in connection with the business of the Purchaser in the Commercial Unit and/or otherwise shall

be considered to be the employees of the Purchaser and the Purchaser shall be fully responsible and liable for all acts or omissions of its employees.

- 8.8.39 not to claim any right whatsoever or howsoever over any unit or portion in the said Project or the premises, save the Commercial Unit
- 8.8.40 Not request or compel the Association to operate the Common Areas beyond normal working timing.
- 8.8.41 To apply for and obtain and keep valid all permissions and clearances from the concerned authorities and abide by all the municipal laws, local laws, labour laws, environmental laws etc. as may be required for such use of the Commercial Unit and pay all taxes and outgoings in respect thereof. As and when required by the Promoter, the Purchaser shall produce before the Promoter, all such permissions, clearances and other papers and documents in connection with its said obligation.
- 8.8.42 Not to tamper, remove, damage, drill or allow or permit any shifting or removal of the fire fighting pipelines, sprinkler system and other fire prevention infrastructure provided by the Promoter inside the Commercial Unit in any manner whatsoever and to maintain the same as per the prescribed rules and law applicable thereto. In case of any change of requirement in the fire protection or prevention measures, to comply with and adhere the same and install and maintain all necessary fire fighting and sensing system gadgets and equipment as required under such changed circumstance in the Commercial Unit and shall keep the Commercial Unit free from all hazards relating to fire. All costs of installation maintenance and operation (including for any repairs, replacements or renewals) thereof shall be paid by the Purchaser.
- 8.8.43 To ensure that its employees, agents, contractors or associates do not in any manner deface, vandalize or bring to disrepute the Mercantile Building and/or the Project by affixing posters, hanging festoons, spitting or doing any other act in any manner whatsoever.
- 8.8.44 To keep the Commercial Unit under its own lock and key and be responsible for safety and security of all its fit-outs and belongings at the Commercial Unit and not keep any animal or reptile in the Designated Unit.
- 8.8.45 to cooperate and not to interfere with the procedures and the car parking management system installed in the Project.
- 8.8.46 to affix or install any further or additional electrical points in or about the said Unit with the prior written consent of Promoter and the relevant authorities and provided further that all such work, if permitted, shall be carried out by a licensed electrical contractor to be employed and paid by the Purchaser who shall ensure as part of the work that the existing circuits are not overloaded or unbalanced. Prior to any electrical installation works the Purchaser shall be required to submit proper electrical plans to the Promoter for approval.
- 8.8.47 Not to place or take into the lifts, without the prior approval of the Purchaser, any heavy baggage, furniture, heavy articles or other goods.
- 8.8.48 Not to store, stack or lay out any materials, equipments, plant, bins, crates, cartons, boxes or any receptacle for waste or any other item that is or might become untidy, unclean, unsightly or in any way detrimental to the property or the area generally upon any part of the Commercial Unit and/or the said Project or permit or suffer anyone at the property expressly or impliedly with its permission or under its control to do so.

- 8.8.49 put any outdoor unit of air conditioner except at the space allotted by the Promoter to the Purchaser therefor. The air conditioners used inside the Commercial Unit and its technology will have to adhere to the technology requirements of the Promoter and shall not be changed except with the written consent of the Promoter. The wires pipelines and other connections between the outdoor and the indoor units shall pass only through floor lobby ducts specifically meant and identified therefor by the Promoter.
- 8.8.50 Not to erect or install on the windows of the Commercial Unit or on any panel or glazing any sign device furnishing ornament or object which is visible from outside the Commercial Unit nor to block up, darken, or obstruct or obscure any of the windows or lights belonging to the Commercial Unit or to any part of the Mercantile Building.
- 8.8.51 To keep the Commercial Unit insured for the value thereof and if there be total or partial loss or destruction thereof due to any reason whatsoever, the Promoter shall not be liable or responsible in any manner therefor nor for any loss or damage that the Purchaser may suffer due to theft, pilferage, fire, destruction, leakage, flooding, water-logging or otherwise.
- 8.8.52 Not to store or bring upon any part of the premises or the Mercantile Building and/or Project any arms, ammunition or unlawful goods like gunpowder, saltpeter, kerosene, chemicals, gases or any explosive, combustible or hazardous substance or material.
- 8.8.53 Not to allow any person to stay or reside at the Commercial Unit at night or beyond normal working hours.

8.9 **Taxes and Outgoings:** The Purchaser binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings ("**Taxes and Outgoings**"):-

- (i) Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Designated Apartment directly to the Municipality, BLRO and any other appropriate authority Provided That so long as the same is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the Project Land.
- (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or any component thereof or the Building or the Project Land and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building or the Project Land or any part thereof.
- (iii) Electricity charges for electricity consumed in or relating to the Unit.
- (iv) Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Apartment or any part thereof against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- (v) Proportionate share of all Common Expenses (including those mentioned in **PART-VI** of **SCHEDULE A** hereto) to the Maintenance In-charge from time to time. In

particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, recurring monthly maintenance charges of Rs. _____ (Rupees _____ only). The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.

- (vi) Parking Facility Maintenance Charges amounting to Rs. _____
 - (vii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
 - (viii) Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Purchaser as per prevalent rates.
 - (ix) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 8.9.1 All payments to be made by the Purchaser shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box earmarked for the Unit Provided That any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.
- 8.9.2 The maintenance charges does not include any payment or contribution towards the Activity Centre/Club payable by the Purchaser as per stipulations made elsewhere in this Deed therefor. The maintenance charges does not also include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Purchaser shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, the maintenance charges and all such payments shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Purchaser
- 8.9.3 The liability of the Purchaser to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Liability Commencement Date.
- 8.9.4 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchaser under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Purchaser to pay interest as aforesaid, in case the failure and/or default in any payment by the Purchaser for two months then until such payment with applicable interest, the Purchaser and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and the membership and use of the Activity Centre/Club shall be suspended and the Maintenance-in-charge and Club Manager shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Purchaser

and his employees guests agents tenants or licensees and/or the Designated Apartment. It is clarified that any debarment, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Purchaser in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debarment, suspension, withholding or stoppage.

- 8.9.5 The Purchaser shall be and remain responsible for and to indemnify the Vendors, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the Land or any other part of the Building at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Vendors and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and/or the Promoter as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.
- 8.10 **Liability Commencement Date:** In case the Promoter issues notice to the Purchaser to take possession of the Unit and the Purchaser fails to pay the entire dues of the Purchaser within the time stipulated in the notice or is in default in compliance of any of his other obligations hereunder, then notwithstanding the fact that the Promoter shall withhold possession of the Unit on account of such failure or default of the Purchaser, the Purchaser's liability to pay the Taxes and Outgoings in respect of the Designated Apartment shall commence on the date of expiry of the time stipulated in the notice as aforesaid ("**Liability Commencement Date**"). Furthermore, with effect from the Liability Commencement Date and until the Purchaser pays all its dues towards the Promoter and the Designated Apartment and remedies the concerned default and takes physical possession of the Unit, the Purchaser shall be liable for all consequences of failure of compliance of House Rules and shall also be liable to pay to the Promoter a predetermined sum of Rs. _____ per month towards withholding charges. This shall be without prejudice to the other rights remedies and claims of the Promoter and the other obligations and liabilities of the Purchaser hereunder.
- 8.11 **Waiver:** The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of ____ (____) years from the date of the Occupancy Certificate
- 8.12 Common Expenses ("**Common Expenses**") shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Units therein), and the Common Areas, the Shared Facilities and the parking spaces and for all other Common Purposes and include those mentioned in **PART-VI** of **SCHEDULE A** hereto.
- 8.13 **Acknowledgments, Exceptions and Reservations:** The Purchaser doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter under clause K above and under the other provisions of this Deed fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Purchaser doth hereby authorize, allow and permit the Promoter to avail and/or exercise all or any of rights and authorities envisaged under clause K above and/or the following rights and authorities at any time and from time to time hereafter:-

- 8.13.1 The Promoter shall at all times also be entitled to put or allow anyone to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to "as **Project Branding**") and the Purchaser or the Association shall not be entitled to obstruct, remove or block the same in any manner whatsoever or howsoever. The Purchaser has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name "Ambey Group" "Ambey Realtors" and/or "Ambey Gateway" etc., ("**Said Signage**") of the Promoter being erected on the roof and/or the parapet walls and/or the facade of the Project and also the boundary walls of the Project. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Purchaser nor the Purchaser's successor-in-interest shall at any time do any act, deed or thing which affects or hinders the absolute and unfettered right of the Promoter to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoter and/or the men and agents of the Promoter shall at all times have the right of access to the areas in which the Said Signage are constructed and/or installed without any obstruction or hindrance either from the Purchaser or the Maintenance In-charge. The Purchaser further agrees not to use the name/mark "Ambey Group" and/or "Ambey Realtors" and/or "Ambey Gateway" in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Unit and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark.
- 8.13.2 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor, earth pits, generators, invertors, wires and installations and any other facility anywhere at the said Building and/or the Commercial Block or spaces surrounding the same against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings, Club House Building and Mercantile Building or any of them or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such vendors/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall belong to the Promoter and the Promoter may use the same to subsidize/meet the Common Expenses to that extent.
- 8.13.3 The Co-owners of the Commercial Block may, at the discretion of the Promoter, be granted rights to use certain Common Areas and/or Common Facilities in common with other Co-owners of the Complex and certain Common Areas and/or Common Facilities in common with the Co-owners of the Commercial Block. Furthermore, the Commercial Block may at the discretion of the Promoter have separate entry/exit and/or open and covered adjoining spaces and may be allowed to be exclusively used by the owners and/or occupiers of the

Commercial Block and may be segregated with temporary or permanent walls/fencing/doors in such manner as the Promoter may deem fit and proper.

- 8.13.4 The Promoter shall have exclusive right to put or permit kiosks, signages, promotions, advertizements, festoons, lollipops, vending machines, ATMs, stalls, decorations, eateries, tables/chairs/sofas and any other structure, equipment, installation or gadgets for commercial gain and/or for promotion at the open or covered passages, common lobbies, staircases, corridors, railings, lifts and other common areas and installations at the commercial block.
- 8.13.5 The Purchaser has agreed that for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas without changing the layout, specifications and carpet area of the Unit as may be necessary due to architectural and structural reason on recommendation of the Architect. The Purchaser unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.

9 DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Sale Deed relating to such development is brought to the notice of the Promoter by the Purchaser within a period of 5 (five) years from the date of completion certificate and/or partial completion certificate of the building in which the Unit is situated, as the case may be, the parties shall refer the matter to the Architect for the Project who shall verify the same and direct the Promoter to proceed or not to proceed with the rectification of the defects upon considering the submission of the parties and the terms and conditions hereof and then it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided Further That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to any Force Majeure event or owing to act or omission of the Purchaser or any other Co-owners or association of Co-owners and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of Co-owners or competent authority. The Purchaser is/are aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause. The decision of the Architect in respect of the matter referred to in this clause shall be final and binding upon both the Promoter and the Purchaser.

10 RIGHT OF PURCHASER TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Purchaser hereby agrees to purchase the Designated Apartment on the specific understanding that her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance In-charge (or the maintenance agency appointed by it) and performance by the Purchaser of all his/her obligations in respect of the terms and conditions specified by the Maintenance In-charge from time to time.

11 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Maintenance In-charge/maintenance agency/Association shall have right of unrestricted access of all Common Areas, parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the association of Co-owners and/or maintenance agency to enter into the Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect or for inspection and requiring the Purchaser to remedy any want of repair.

12 USAGE:

Use of Basement (if any) and Service Areas: The service areas if any located within Ambey Gateway shall be ear-marked for purposes such as parking spaces and services including but not limited to STP, transformer, DG set, underground water tanks, Pump rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the service areas shall be reserved for use by the association of co-owners formed by the co-owners for rendering maintenance services.

13 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 13.1 Subject to clause 9 above, the Purchaser shall with effect from _____, be solely responsible to comply with the House Rules/Association Bye-laws and maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Buildings, or the Unit, Parking Facility, if any, or the common areas including staircases, lifts, common passages, corridors, circulation areas or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 13.2 The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Co-owners shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.
- 13.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Co-owners and/or maintenance agency appointed by association of Co-owners. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

14 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE PURCHASER:

The Purchaser is entering into this Deed for purchase of the Designated Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the Designated Apartment, all the requirements, requisitions, demands and repairs which are

required by any competent Authority in respect of the Designated Apartment/ at his/ her own cost.

15. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the occupancy certificate in respect of the Buildings in the Project has been issued by the competent authority(ies) except for as provided elsewhere in this Deed and/or in the Act.

16. ENTIRE AGREEMENT:

This Deed and the Sale Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.

17. PROVISIONS OF THIS DEED APPLICABLE ON PURCHASER/SUBSEQUENT PURCHASERS:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Apartment and the Project and/or projects on future phase lands, if any, shall equally be applicable to and enforceable against any subsequent Co-owners of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.

18. WAIVER NOT A LIMITATION TO ENFORCE:

- 18.1 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

19. SEVERABILITY:

If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Deed unless the same are capable of having been agreed by the parties and/or consented to by the Purchaser shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

20. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE DEED:

Wherever in this Deed it is stipulated that the Purchaser has to make payment, in common with other Purchaser(s) in Project, the same shall be the proportion which the carpet area of the Unit bears to the total carpet area of all the apartments/units in the Project.

21. FURTHER ASSURANCES:

Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed.

22. PLACE OF EXECUTION:

The execution of this Deed shall be completed only upon its execution by the parties. Hence this Deed shall be deemed to have been executed at _____

23. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with applicable laws of India for the time being in force.

24. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Deed, including the interpretation an validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act or as amended from time to time and all disputes and differences relating to the Designated Apartment in the Project shall be subject to exclusive jurisdiction of Courts at Kolkata and Barasat only.

25. OTHER TERMS AND CONDITIONS: The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

SCHEDULE 'A' ABOVE REFERRED TO:

**PART-I
PROJECT LAND**

1. **ALL THAT** pieces or parcels of land admeasuring 293.10 Satak or 2.9310 acre more or less equivalent to 11861.28 sq. mt. more or less situate lying and being entire (1) R.S. and L.R. Dag No.232 recorded in L.R. Khatian Nos. 1538, 1548, 1537, 1547, 1549, 1546, 1544, 1539, 1541, 1543, 1542, 1540, 1545 and 3081, (2) R.S. and L.R. Dag No.236 recorded in L.R. Khatian No.1274 and 2311, (3) R.S. and L.R. Dag No. 249 recorded in L.R. Khatian No. 1863, (4) R.S and L.R. Dag No. 250 recorded in L.R. Khatian No. 1901, (5) R.S and L.R. Dag No. 251 recorded in L.R. Khatian No. 1901, (6) R.S and L.R. Dag No. 252 recorded in L.R. Khatian No. 1899, (7) R.S. and L.R. Dag No.234 recorded in L.R. Khatian No. 1902 and a divided and demarcated portion of (8) R.S. and L.R. Dag No. 199 recorded in L.R. Khatian Nos. 1844 and 1893, (9) R.S. and L.R. Dag No.205 recorded in L.R. Khatian No. 1902 (10) R.S. and L.R. Dag No.218 recorded in L.R. Khatian No.1276, (11) R.S. and L.R. Dag No.227 recorded in L.R. Khatian No. 1276 (12) R.S. and L.R. Dag No. 233 recorded in L.R. Khatian No. 1902, (13) R.S. and L.R. Dag No.235 recorded in L.R. Khatian Nos. 1274, 1581, 1900, 1894, 1892, 1824, 2293, 1825 and 2452 (14) R.S. and L.R. Dag No.248 recorded in L.R. Khatian No. 1899 (15) R.S. and L.R. Dag No. 253 recorded in L.R. Khatian No. 1899 and (16) R.S. and L.R. Dag No. 254 recorded in L.R. Khatian No. 1899 all in Mouza Atghara, J.L. No. 10 and comprised in Holding Nos. 516, ward - 09(O)/12N Block No - C,516, Atghara Napara, 374, ward - 09(O)/12N Block No - B,374, Atghara

Napara, 505, ward - 09(O)/12N Block No - C,505, Atghara Napara, 384, ward - 09(O)/12N Block No - B,384, Atghara Napara, As/503, ward - 09(O)/12N Block No - C,503, Atghara Napara, 504, ward - 09(O)/12N Block No - C,504, Atghara Napara, As/386, ward - 09(O)/12N Block No - B, AS 386, Atghara Napara, 501, ward - 09(O)/12N Block No - C, 501, Atghara Napara, 514, ward - 09(O)/12N Block No - C, 514, Atghara Napara, 510, ward - 09(O)/12N Block No - C, 510, Atghara Napara, 507, ward - 09(O)/12N Block No - C, 507, Atghara Napara, 519, ward - 09(O)/12N Block No - C, 519, Atghara Napara, 518, ward - 09(O)/12N Block No - C, 518, Atghara Napara, 517, ward - 09(O)/12N Block No - C, 517, Atghara Napara, 512, ward - 09(O)/12N Block No - C, 512, Atghara Napara, 502, ward - 09(O)/12N Block No - C, 502, Atghara Napara, 506, ward - 09(O)/12N Block No - C, 506, Atghara Napara, 508, ward - 09(O)/12N Block No - C, 508, Atghara Napara, 513, ward - 09(O)/12N Block No - C, 513 Atghara Napara, 509, ward - 09(O)/12N Block No - C, 509, Atghara Napara, 520, ward - 09(O)/12N Block No - C, 520, Atghara Napara, 511, ward - 09(O)/12N Block No - C, 511, Atghara Napara, 515, ward - 09(O)/12N Block No - C, 515, Atghara Napara and 385, ward - 09(O)/12N Block No - B, 385, Atghara Napara, AS/781/09/12, Ward-09(O)/12(N), BI-A, Lokenath Park, Atghara all under Bidhannagar Municipal Corporation, Ward No. 12 (formerly 9), Police Station Baguiati (formerly Rajarhat), Biswa Bangla Sarani, in the District of North 24 Parganas, Pin Code 700157

2. Respective Lands:

- 2.1 **First Vendors Land: ALL THAT** pieces or parcels of land admeasuring 288.66 Satak or 2.8866 acre more or less equivalent to 11681.65 sq. mt. more or less situate lying and being (1) R.S. and L.R. Dag No.232 recorded in L.R. Khatian Nos. 1538, 1548, 1537, 1547, 1549, 1546, 1544, 1539, 1541, 1543, 1542, 1540, 1545 and 3081, (2) R.S. and L.R. Dag No.236 recorded in L.R. Khatian No.1274 and 2311, (3) R.S. and L.R. Dag No. 249 recorded in L.R. Khatian No. 1863, (4) R.S. and L.R. Dag No. 250 recorded in L.R. Khatian No. 1901, (5) R.S. and L.R. Dag No. 251 recorded in L.R. Khatian No. 1901, (6) R.S. and L.R. Dag No. 252 recorded in L.R. Khatian No. 1899, (7) R.S. and L.R. Dag No.234 recorded in L.R. Khatian No. 1902 and a divided and demarcated portion of (8) R.S. and L.R. Dag No. 199 recorded in L.R. Khatian Nos. 1844 and 1893, (9) R.S. and L.R. Dag No.205 recorded in L.R. Khatian No. 1902 (10) R.S. and L.R. Dag No.218 recorded in L.R. Khatian No.1276, (11) R.S. and L.R. Dag No.227 recorded in L.R. Khatian No. 1276 (12) R.S. and L.R. Dag No. 233 recorded in L.R. Khatian No. 1902, (13) R.S. and L.R. Dag No.235 recorded in L.R. Khatian Nos. 1274, 1581, 1900, 1894, 1892, 1824, 2293, 1825, (14) R.S. and L.R. Dag No.248 recorded in L.R. Khatian No. 1899 (15) R.S. and L.R. Dag No. 253 recorded in L.R. Khatian No. 1899 and (16) R.S. and L.R. Dag No. 254 recorded in L.R. Khatian No. 1899, all in Mouza Atghara, J.L. No. 10 and comprised in Holding Nos. 516, ward - 09(O)/12N Block No - C,516, Atghara Napara, 374, ward - 09(O)/12N Block No - B,374, Atghara Napara, 505, ward - 09(O)/12N Block No - C,505, Atghara Napara, 384, ward - 09(O)/12N Block No - B,384, Atghara Napara, As/503, ward - 09(O)/12N Block No - C,503, Atghara Napara, 504, ward - 09(O)/12N Block No - C,504, Atghara Napara, As/386, ward - 09(O)/12N Block No - B, AS 386, Atghara Napara, 501, ward - 09(O)/12N Block No - C, 501, Atghara Napara, 514, ward - 09(O)/12N Block No - C, 514, Atghara Napara, 510, ward - 09(O)/12N Block No - C, 510, Atghara Napara, 507, ward - 09(O)/12N Block No - C, 507, Atghara Napara, 519, ward - 09(O)/12N Block No - C, 519, Atghara Napara, 518, ward - 09(O)/12N Block No - C, 518, Atghara Napara, 517, ward - 09(O)/12N Block No - C, 517, Atghara Napara, 512, ward - 09(O)/12N Block No - C, 512, Atghara Napara, 502, ward - 09(O)/12N Block No - C, 502, Atghara Napara, 506, ward - 09(O)/12N Block No - C, 506, Atghara Napara, 508, ward - 09(O)/12N Block No - C, 508, Atghara Napara, 513, ward - 09(O)/12N, Block No - C, 513 Atghara Napara, 509, ward - 09(O)/12N Block No - C, 509,

Atghara Napara, 520, ward - 09(O)/12N Block No - C, 520, Atghara Napara, 511, ward - 09(O)/12N Block No - C, 511, Atghara Napara, 515, ward - 09(O)/12N Block No - C, 515, Atghara Napara and 385, ward - 09(O)/12N Block No - B, 385, Atghara Napara all under Bidhannagar Municipal Corporation, Police Station Baguiati (formerly Rajarhat), Biswa Bangla Sarani, in the District of North 24 Parganas, Pin Code 700157

- 2.2 Second Vendors Land: ALL THAT** pieces or parcels of land admeasuring 4.44 Satak or 0.0444 acre more or less equivalent to 179.68 sq. mt. more or less situate lying and being a divided and demarcated portion of R.S. and L.R. Dag No.235 recorded in L.R. Khatian No. 2452 in Mouza Atghara, J.L. No. 10 and comprised in Holding No. AS/781/09/12, Ward-09(O)/12(N), BI-A, Lokenath Park, Atghara under Bidhannagar Municipal Corporation, Police Station Baguiati (formerly Rajarhat), Biswa Bangla Sarani, in the District of North 24 Parganas, Pin Code 700157.

**PART-II
UNIT**

ALL THAT the flat being Unit No. _____ containing a carpet area of _____ Square feet more or less alongwith balcony with a carpet area of _____ Square feet more or less on the _____ floor of the Block _____ of the Project at the Project Land.

**PART-III
PARKING FACILITY**

ALL THAT the right to park _____ medium sized motor car at such covered/open place as be expressly specified by the Promoter at or before delivery of possession of the Designated Unit.

**PART-IV
COMMON AREAS
SECTION -I
COMMON AREAS IN THE BUILDING**

- (i) Staircases including overheads and ramps, landings and passage and stair-cover on the ultimate roof.
- (ii) Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the two lifts of the Said Building.
- (iii) 2 (two) Lifts, with machineries accessories and equipments (including the lift machine room, if any) and lift well for installing the same in the Said Building.
- (iv) Electrical installations with main switch and meter and space required therefor.
- (v) Overhead water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Said Building.
- (vi) Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Said Building.
- (vii) All service Shafts & Ducts
- (viii) Portion of Roof as may be identified by the Promoter as Common Roof of the Said Building subject to the exceptions and reservations contained herein
- (ix) Fire Detection & Protection System, Fire Refuge Platform and Fire Staircase as per WBF&ES recommendation.
- (x) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Said Building.

SECTION-II

COMMON AREAS IN THE PROJECT

- (i) Driveways and paths and passages and common lobbies and corridors at the Project Land except those reserved by the Promoter for exclusive use it being clarified that

- the Commercial Block may, at the discretion of the Promoter have exclusive passage and surrounding spaces.
- (ii) Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
 - (iii) CCTV at ground floor level with central security surveillance and at any other place, if so, provided by the Promoter.
 - (iv) Main Gates of the Project for entrances and exits, Boundary Walls, it being clarified that the Commercial Block may, at the discretion of the Promoter have separate entries/exits, walls and fencing.
 - (v) Underground water reservoir or any other reservoir and pits.
 - (vi) Water supply or Deep tube well for water supply with water distribution pipes to the Overhead water tanks of the Buildings at the Project.
 - (vii) Water waste and sewerage evacuation pipes and drains from the Buildings at the Project to the municipal drains.
 - (viii) DG Set, its panels, accessories and wirings and space for installation of the same.
 - (ix) Underground water reservoir for Fire and other common fire safety system as per the WBFES rules and norms.
 - (x) Landscape Garden.
 - (xi) Open to Sky Mini-Amphitheatre.
 - (xii) Open to Sky pavilion for Yoga & Meditation.
 - (xiii) Outdoor Kids Play Area.
 - (xiv) Waste Compost Plant.
 - (xv) Water and sewage treatment plant.
 - (xvi) Club Facilities as per clause 8.5 hereto.
 - (xvii) Pump rooms.
 - (xviii) All other rooms and areas for common services.
 - (xix) Firefighting system with sprinklers and smoke detectors in the Common Areas in the Buildings and Club House Building at the Project all as per norms.
 - (xx) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project.

SECTION-III COMMON AREAS IN THE MERCANTILE BLOCK

- (i) Electrical installations with main switch and meter and space identified therefor in the Building.
- (ii) DG Set its panels, accessories and wirings and space for installation of the same.
- (iii) Portion of the Passage from and to the Commercial Unit into and out of the said Land.

PART-V ACTIVITY CENTRE/CLUB FACILITIES

1. Community Hall with first time installation of air conditioners and music system.
2. Indoor Games Room with first time installation of equipments and air conditioner.
3. Multipurpose Lounge.

4. Swimming Pool with first time installation of equipments, changing rooms.
5. Gymnasium with first time installation of equipments, air conditioner and piped music system.

PART-VI COMMON EXPENSES

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting, upkeep etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Said Building, lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces including parking spaces in the Mechanical Parking System and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Club related equipment's etc., drains and electric cables and wires in under or upon the Said Building and/or the Project and/or the Club and related facilities and/or enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/flat and other saleable space in the Building and at the Land, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the Land, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other parts of the Said Building and/or the Project so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, Club related equipment's, electricity, light fittings etc and also the costs of repairing, renovating and replacing the same and also the Parking Spaces.
3. **STAFF:** The salaries, remuneration, fees and all other expenses of the staff, contractors, agencies etc.,) to be appointed or employed for the Common Purposes (e.g. security, electricians, maintenance persons, caretakers, accountants, clerks, other administrative staff, lift operators, plumbers, gardeners, sweepers, guards etc.).
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Land and Common Areas (save those assessed separately in respect of any unit).
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating clearing, painting, managing maintaining, up-keeping, repair, replacement renovation, overhaul, in respect of the Parking Spaces including parking spaces in the Mechanical Parking System and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.

10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendors, the Promoter, the Association for the common purposes.

PART-VII

CHAIN OF TITLE

1. **Re : R.S. and L.R. Dag No. 199- Total Area in Dag – 47 Satak, Subject Area – 17.69 Satak ("Dag 199 Property"):**
- 1.1.1 **7.77 Satak Part:** One Yousuf Ali Tarafdar was the sole and absolute owner of All That piece and parcel of land containing an area of 10 satak or 0.10 acre more or less situate lying at and being comprised in portion of R.S. Dag No. 199 recorded in R.S. Khatian No. 306 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas.
- 1.1.2 By a Sale Deed dated 6th February 1970 and registered with the Sub Registrar, Cossipore Dum Dum, in Book I Volume No.15 Pages 265 to 267 Being No.749 for the year 1970, the said Yousuf Ali Tarafdar for the consideration therein mentioned sold conveyed and transferred unto and to Romjan Mondal 10 Satak more or less in the said R.S. Dag No. 199, absolutely and forever.
- 1.1.3 By a Sale Deed dated 10th November 1987 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I Volume No.128 Pages 339 to 352 Being No.6345 for the year 1987, the said Romjan Mondal for the consideration therein mentioned sold conveyed and transferred unto and to Badri Prasad Shaw and Ramesh Jaiswal his 4 cottah 11 chittack and 12 square feet more or less out of Dag 199 Property, absolutely and forever.
- 1.1.4 The said R.S. Dag No. 199 was continued to be numbered as L.R. Dag No.199 in the current Records of Right published under the West Bengal Land Reforms Act, 1955.
- 1.1.5 By a Sale Deed dated 5th May 2009 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I CD Volume No.4 Pages 15760 to 15776 Being No.04135 for the year 2009, the said Badri Prasad Shaw and Ramesh Jaiswal for the consideration therein mentioned sold conveyed and transferred unto and to Aryavrat Infrastructure Private Limited the said 4 cottah 11 chittack and 12 square feet more or less out of Dag 199 Property, absolutely and forever.
- 1.1.6 The name of the said Aryavrat Infrastructure Private Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 1844. The said Aryavrat Infrastructure Private Limited has also caused to be mutated its name in the records of the Bidhannagar Municipal Corporation under municipal holding No. 515, ward - 09(O)/12N Block No - C, 515, Atghara Napara
- 1.2 **9.92 Satak Part:** One Motilal Bibi was the sole and absolute owner of All That piece and parcel of land containing an area of 11 satak or 0.11 acre more or less situate lying at and being comprised in a portion of the said R.S. Dag No. 199 recorded in R.S. Khatian No. 306 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas.
- 1.2.1 By a Sale Deed dated 21st April 1982 and registered with the District Sub Registrar, Barasat in Book I Volume No.28 Pages 111 to 113 Being No.1494 for the year 1983, the said Motilal Bibi for the consideration therein mentioned sold conveyed and transferred unto and to Romjan Ali Mondal her 11 Satak more or less in the said R.S. Dag No. 199, absolutely and forever.

- 1.2.2 By a Sale Deed dated 10th November 1987 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I Volume No.128 Pages 325 to 338 Being No.6344 for the year 1987, the said Romjan Mondal for the consideration therein mentioned sold conveyed and transferred unto and to Indrason Gupta and Ashok Kumar Jaiswal his 6 cottah more or less out of Dag 199 Property, absolutely and forever.
- 1.2.3 By a Sale Deed dated 8th August 2008 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I CD Volume No.10 Pages 3144 to 3163 Being No.10391 for the year 2008, the said Indrason Gupta and Ashok Kumar Jaiswal for the consideration therein mentioned sold conveyed and transferred unto and to Dhankiran Traders Private Limited their 6 cottah more or less out of Dag 199 Property, absolutely and forever.
- 1.2.4 The name of the said Dhankiran Traders Private Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 1893. The said Dhankiran Traders Private Limited has also caused to be mutated its name in the records of the Bidhannagar Municipal Corporation under municipal holding No. 385, ward - 09(O)/12N Block No B ,385, Atghara Napara
- 1.2.5 The said Dhankiran Traders Private Limited has subsequently been amalgamated with Aryavrat Savings Unit Private Limited and pursuant to the Order dated 2nd March 2020, passed in C.P. (CAA) No. 1564/KB/2019 and C.A. (CAA) No. 594/KB/2019 in the National Company Law Tribunal, inter alia, all tangible assets (including the share of Dhankiran Traders Private Limited in R.S. and L.R. Dag No. 199) stood transferred to and vested in the said Aryavrat Savings Unit Private Limited together with the benefits and subject to the obligations of Dhankiran Traders Private Limited.

2 Re : R.S. and L.R. Dag No. 205 – Total Area in Dag – 16 Satak, Subject Area –3 Satak ("Dag 205 Property"):

- 2.1 One Mohammed Ali Tarafdar, Ketab Ali Tarafdar and Samsul Ali Tarafdar were the full and absolute owners of All That piece and parcel of land containing an area of 1 cottah 14 chittack 15 square feet more or less situate lying at and being comprised in a portion of R.S. Dag No. 205 recorded in R.S. Khatian No. 510 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas.
- 2.2 By a Sale Deed dated 20th April 1990 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I Volume No.59 Pages 95 to 114 Being No.2664 for the year 1990, the said Mohammed Ali Tarafdar, Ketab Ali Tarafdar and Samsul Ali Tarafdar for the consideration therein mentioned sold conveyed and transferred unto and to Kiran Jhunjunwala their 1 cottah 14 chittack 15 square feet more or less out of the said R.S. Dag No. 205, absolutely and forever.
- 2.3 The said R.S. Dag No. 205 continued to be numbered as L.R. Dag No.205 in the current Records of Right published under the West Bengal Land Reforms Act, 1955.
- 2.4 By a Sale Deed dated 11th October 2007 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I CD Volume No.13 Pages 7066 to 7086 Being No.7917 for the year 2010, the said Kiran Jhunjunwal (also known as Kiran Jhunjunwala) for the consideration therein mentioned sold conveyed and transferred unto and to Ambey Complex Private Limited her 1 cottah 14 chittack 15 square feet or 3 satak more or less being the Dag 205 Property, absolutely and forever.

2.5 The name of the said Ambey Complex Private Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 1902. The said Ambey Complex Private Limited has also caused to be mutated its name in the records of the Bidhannagar Municipal Corporation under municipal holding No. 511, ward - 09(O)/12N Block No - C. 511, Atghara Napara

3 **Re : R.S. and L.R. Dag No. 218 – Total Area in Dag – 56 Satak, Subject Area – 26.50 Satak (“Dag 218 Property”):**

3.1 One Yar Ali Mondal, Momrej Ali Mondal, Omar Ali Mondal, Jafar Ali Mondal, Kashem Ali Mondal, Imtiaz Ali Mondal Sokarjan Bibi, Aharjan Bibi and Kulsum Bibi were the full and absolute owners of All That piece and parcel of land containing an area of 26.50 satak or 0.2650 acre more or less situate lying at and being comprised in a portion of R.S. Dag No. 218 recorded in R.S. Khatian No. 343 in Mouza - Aighara, J.L. No. 10, P.S. Rajarhat, in the District of North 24 Parganas being the Dag 218 Property having acquired ownership of the same partly by way of inheritance and partly by way of several sale deeds and deed of gifts executed in their favour from time to time.

3.2 The said R.S. Dag No. 218 continued to be numbered as L.R. Dag No.218 in the current Records of Right published under the West Bengal Land Reforms Act, 1955.

3.3 By virtue of the following six sale deeds all registered with the Additional District Sub-Registrar, Bidhannagar the said Yar Ali Mondal, Momrej Ali Mondal, Omar Ali Mondal, Jafar Ali Mondal, Kashem Ali Mondal, Imtiaz Ali Mondal, Sokarjan Bibi, Aharjan Bibi and Kulsum Bibi for the consideration therein respectively mentioned sold conveyed and transferred unto and to Simplex Land & Housing Development Private Limited, the Dag 218 Property, absolutely and forever.

3.3.1 By a Sale Deed dated 11th July 2000 and registered in Book No. I, Volume No. 293, Pages 66 to 96 Being No. 5506 for the year 2001 executed by Yar Ali Mondal, Md. Kashem Ali Mondal and Imtiaz Ali Mondal for 5.25 satak more or less out of the Dag 218 Property.

3.3.2 By a Sale Deed dated 11th July 2000 and registered in Book No. I, Volume No. 291, Pages 192 to 218 Being No. 5479 for the year 2001 executed by Sokarjan Bibi for 1.50 satak more or less out of the Dag 218 Property.

3.3.3 By a Sale Deed dated 11th July 2000 and registered in Book No. I, Volume No. 292, Pages 170 to 200 Being No. 5497 for the year 2001 executed by Momrej Ali Mondal for 5.25 satak more or less out of the Dag 218 Property.

3.3.4 By a Sale Deed dated 11th July 2000 and registered in Book No. I, Volume No. 292, Pages 248 to 278 Being No. 5500 for the year 2001 executed by Omar Ali Mondal for 5.25 satak more or less out of the Dag 218 Property.

3.3.5 By a Sale Deed dated 11th July 2000 and registered in Book No. I, Volume No. 291, Pages 280 to 310 Being No. 5484 for the year 2001 executed by Jafar Ali Mondal for 5.25 satak more or less out of the Dag 218 Property.

3.3.6 By a Sale Deed dated 18th February 2002 and registered in Book No. I, Volume No. 475, Pages 98 to 134 Being No. 8489 for the year 2002 executed by Aharjan Bibi and Kulsum Bibi for 4 satak more or less out of the Dag 218 Property.

3.4 The name of the said Simplex Land & Housing Development Private Limited is duly recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 1276. The said Simplex Land & Housing Development Private Limited has also caused to be mutated its name in the records of the Bidhannagar Municipal Corporation under municipal holding No. 520, ward - 09(O)/12N Block No - C, 520, Atghara Napara

4. **Re : R.S. and L.R. Dag No. 227 – Total Area in Dag – 33 Satak, Subject Area – 16.50 Satak (“Dag 227 Property”):**

4.1 One Amirannessa Bibi and Md. Ali Tarafdar, wife and son of Kader Bux Tarafdar respectively, Noor Ahmed Tarafdar and Rabiyanessa Bibi, son and daughter of Noor Bux Tarafdar respectively were the full and absolute owners of the All That piece and parcel of land containing an area of 33 satak or 0.33 acre more or less situate lying at and being comprised in entire R.S. Dag No. 227 recorded in R.S. Khatian No. 58 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas.

4.2 By a Sale Deed dated 2nd April 1980 and registered with the Sub-Registrar, Barasat, in Book I Volume No.19 Pages 81 to 84 Being No.700 for the year 1980, the said Amirannessa Bibi and Md. Ali Tarafdar for the consideration therein mentioned sold conveyed and transferred unto and to Sahara Khatun, Safian Khatoon, Acchia Khatoon and Rabiya Khatun 16.50 satak more or less being their entire right title and interest out of the said R.S. Dag No. 227, absolutely and forever.

4.3 By a Sale Deed dated 2nd April 1981 and registered with the Sub-Registrar, Barasat, in Book I Volume No.33 Pages 32 to 34 Being No.1163 for the year 1981, the said Noor Ahmed Tarafdar and Rabiyanessa Bibi for the consideration therein mentioned sold conveyed and transferred unto and to the said Sahara Khatun, Safian Khatoon, Acchia Khatoon and Rabiya Khatun 16.50 satak more or less being their entire right title and interest out of the said R.S. Dag No. 227, absolutely and forever.

4.4 By a Sale Deed dated 19th February 1996 and registered with the Additional District Sub-Registrar, Bidhannagar, in Book I Volume No.81 Pages 39 to 50 Being No.3533 for the year 1996, the said Safian Khatoon and Acchia Khatoon for the consideration therein mentioned sold conveyed and transferred unto and to Simplex Land & Housing Development Private Limited a portion measuring 16.50 satak more or less out of the said R.S. Dag No. 227, absolutely and forever.

4.5 The name of the said Simplex Land & Housing Development Private Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 1276. The said Simplex Land & Housing Development Private Limited has also caused to be mutated its name in the records of the Bidhannagar Municipal Corporation under municipal holding No. 520, ward - 09(O)/12N Block No - C, 520, Atghara Napara

5. **Re : R.S. and L.R. Dag No. 232 – Total Area in Dag – 165 Satak, Subject Area – 165 Satak (“Dag 232 Property”):**

5.1 One Mahendra Nath Datta (since deceased) son of Saraswati Datta was the sole and absolute owner of the All That piece and parcel of land containing an area of 165 satak or 1.65 acre more or less situate lying at and being comprised in entire R.S. Dag No. 232 recorded in

R.S. Khattian No. 146 in Mouza - Atghura, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas being the Dag 232 Property.

- 5.2 The said Mahendra Nath Datta, a Hindu, died intestate leaving him surviving his six sons namely Nil Ratan Datta, Harendra Nath Datta, Kamal Krishna Datta, Ranjit Kumar Datta, Ajit Kumar Datta and Ganesh Chandra Datta and four daughters namely Binapani Karmakar, Kalyani Roy, Kalpana Das and Sandhya Das and three grand daughters namely Sarmistha Koley, Papiya Ghosh, Gopa Datta (all three being daughters of predeceased son namely Bankim Chandra Datta) and Mala Datta wife of predeceased son namely the said Bankim Chandra Datta who all upon his death inherited and became entitled to Dag 232 Property absolutely and forever. The said six sons and four daughters each inherited 1/11th undivided share equally and the said three grand daughters and Mala Datta collectively inherited the balance 1/11th undivided share therein.
- 5.3 The said R.S. Dag No. 232 continued to be numbered as L.R. Dag No.232 in the current Records of Right published under the West Bengal Land Reforms Act, 1955.
- 5.4 By virtue of the following 10 sale deed all registered with the Additional District Sub Registrar, Bidhannagar, the said Nil Ratan Datta, Harendra Nath Datta, Kamal Krishna Datta, Ajit Kumar Datta, Ganesh Chandra Datta, Binapani Karmakar, Kalyani Roy, Kalpana Das, Sandhya Das, Sarmistha Koley, Papiya Ghosh, Gopa Datta and Mala Datta sold conveyed and transferred unto and to their respective right title and interest in Dag 232 Property in favour of the Aryavrat Savings Unit Limited absolutely and forever.
- 5.4.1.1 Sale deed dated 24th June 1999 and executed by the said Nil Ratan Datta and registered in Book No. I, Volume No. 284, pages 141 to 164 being No. 5348 for the year 2001 in favour of Aryavrat Savings Unit Limited for one-eleventh share in the Dag 232 Property.
- 5.4.1.2 Sale deed dated 28th June 1999 and executed by the said Harendra Nath Datta and registered in Book No. I, Volume No. 285, pages 131 to 154 being No. 5362 for the year 2001 in favour of Aryavrat Savings Unit Limited for one-eleventh share in the Dag 232 Property.
- 5.4.1.3 Sale deed dated 24th June 1999 and executed by the said Kamal Krishna Datta and registered in Book No. I, Volume No. 284, pages 36 to 59 being No. 5343 for the year 2001 in favour of Aryavrat Savings Unit Limited for one-eleventh share in the Dag 232 Property.
- 5.4.1.4 Sale deed dated 24th June 1999 and executed by the said Ajit Kumar Datta and registered in Book No. I, Volume No. 285, pages 86 to 109 being No. 5360 for the year 2001 in favour of Aryavrat Savings Unit Limited for one-eleventh share in the Dag 232 Property.
- 5.4.1.5 Sale deed dated 24th June 1999 and executed by the said Ganesh Chandra Datta and registered in Book No. I, Volume No. 284, pages 253 to 276 being No. 5354 for the year 2001 in favour of Aryavrat Savings Unit Limited for one-eleventh share in the Dag 232 Property.
- 5.4.1.6 Sale deed dated 24th June 1999 and executed by the said Binapani Karmakar and registered in Book No. I, Volume No. 284, pages 117 to 140 being No. 5347 for the year 2001 in favour of Aryavrat Savings Unit Limited for one-eleventh share in the Dag 232 Property.

- 5.4.1.7 Sale deed dated 24th June 1999 and executed by the said Kalyani Roy and registered in Book No. I, Volume No. 282, pages 290 to 313 being No. 5328 for the year 2001 in favour of Aryavrat Savings Unit Limited for one-eleventh share in the Dag 232 Property.
- 5.4.1.8 Sale deed dated 24th June 1999 and executed by the said Kalpana Das and registered in Book No. I, Volume No. 284, pages 208 to 231 being No. 5352 for the year 2001 in favour of Aryavrat Savings Unit Limited for one-eleventh share in the Dag 232 Property.
- 5.4.1.9 Sale deed dated 24th June 1999 and executed by the said Sandhya Das and registered in Book No. I, Volume No. 284, pages 93 to 116 being No. 5346 for the year 2001 in favour of Aryavrat Savings Unit Limited for one-eleventh share in the Dag 232 Property.
- 5.4.1.10 Sale deed dated 24th June 1999 and executed by the said Sarmistha Kolay, Papiya Ghosh, Gopa Datta and Mala Datta and registered in Book No. I, Volume No. 284, pages 277 to 300 being No. 5355 for the year 2001 in favour of Aryavrat Savings Unit Limited for one-eleventh share in the Dag 232 Property.
- 5.5 The said Aryavrat Savings Unit Limited became sole and absolute owner of 150 satak out of Dag 232 Property absolutely.
- 5.5.1 By a Sale Deed dated 8th October 2001 and registered with the Additional District Sub-Registrar, Bidhannagar in Book I Volume No.399 Pages 236 to 249 Being No.7504 for the year 2001, the said Ranjit Kumar Datta for the consideration therein mentioned sold conveyed and transferred unto and to W.E. Engineering Private Limited his one-eleventh share in the Dag 232 Property, absolutely and forever.
- 5.6 By virtue of the following 13 sale deeds all dated 14th May 2007 and registered with District Sub-Registrar - II, North 24 Parganas the said Aryavrat Savings Unit Limited for the consideration therein respectively mentioned sold conveyed and transferred unto and to all its 150 satak out of the Dag 232 property absolutely and forever.
- 5.6.1 Sale Deed executed by Aryavrat Savings Unit Limited in Book No. I, CD Volume No. 6, Pages 7908 to 7929, Being No. 4292 for the year 2007 in favour of Aryavrat Plaza Private Limited containing an area of 07 Cottahs 02 Chittacks 04 square feet.
- 5.6.2 Sale Deed executed by Aryavrat Savings Unit Limited in Book No. I, CD Volume No. 6, Pages 7930 to 7952, Being No. 4293 for the year 2007 in favour of Simplex Niketan Private Limited containing an area of 07 Cottahs 02 Chittacks 03 square feet.
- 5.6.3 Sale Deed executed by Aryavrat Savings Unit Limited in Book No. I, CD Volume No. 6, Pages 7953 to 7966, Being No. 4294 for the year 2007 in favour of Ambey Towers Private Limited containing an area of 07 Cottahs 02 Chittacks 04 square feet.
- 5.6.4 Sale Deed executed by Aryavrat Savings Unit Limited in Book No. I, CD Volume No. 6, Pages 7967 to 7980, Being No. 4295 for the year 2007 in favour of Ambey Apartment Private Limited containing an area of 07 Cottahs 02 Chittacks 04 square feet.
- 5.6.5 Sale Deed executed by Aryavrat Savings Unit Limited in Book No. I, CD Volume No. 6, Pages 8157 to 8179, Being No. 4306 for the year 2007 in favour of Simplex

Apartment Private Limited containing an area of 07 Cottahs 02 Chittacks 04 square feet.

- 5.6.6 Sale Deed executed by Aryavrat Savings Unit Limited in Book No. 1, CD Volume No. 6, Pages 8180 to 8194, Being No. 4307 for the year 2007 in favour of Simplex Towers Private Limited containing an area of 07 Cottahs 02 Chittacks 04 square feet.
- 5.6.7 Sale Deed executed by Aryavrat Savings Unit Limited in Book No. 1, CD Volume No. 6, Pages 8195 to 8209, Being No. 4308 for the year 2007 in favour of Ambey Plaza Private Limited containing an area of 07 Cottahs 02 Chittacks 04 square feet.
- 5.6.8 Sale Deed executed by Aryavrat Savings Unit Limited in Book No. 1, CD Volume No. 6, Pages 8210 to 8224, Being No. 4309 for the year 2007 in favour of Aryavrat Apartment Private Limited containing an area of 07 Cottahs 02 Chittacks 04 square feet.
- 5.6.9 Sale Deed executed by Aryavrat Savings Unit Limited in Book No. 1, CD Volume No. 6, Pages 8225 to 8247, Being No. 4310 for the year 2007 in favour of Simplex Nirman Private Limited containing an area of 07 Cottahs 02 Chittacks 04 square feet.
- 5.6.10 Sale Deed executed by Aryavrat Savings Unit Limited in Book No. 1, CD Volume No. 6, Pages 8291 to 8306, Being No. 4314 for the year 2007 in favour of Ambey Hirise Private Limited containing an area of 07 Cottahs 02 Chittacks 04 square feet.
- 5.6.11 Sale Deed executed by Aryavrat Savings Unit Limited in Book No. 1, CD Volume No. 6, Pages 8307 to 8329, Being No. 4315 for the year 2007 in favour of Aryavrat Enclave Private Limited containing an area of 07 Cottahs 02 Chittacks 04 square feet.
- 5.6.12 Sale Deed executed by Aryavrat Savings Unit Limited in Book No. 1, CD Volume No. 6, Pages 8330 to 8352, Being No. 4316 for the year 2007 in favour of Simplex Enclave Private Limited containing an area of 07 Cottahs 02 Chittacks 04 square feet.
- 5.6.13 Sale Deed executed by Aryavrat Savings Unit Limited in Book No. 1, CD Volume No. 6, Pages 8353 to 8375, Being No. 4317 for the year 2007 in favour of Simplex Mansion Private Limited containing an area of 07 Cottahs 02 Chittacks 03 square feet.
- 5.7 The names of the said pre-substituted vendors Aryavrat Plaza Private Limited, Simplex Niketan Private Limited, Ambey Towers Private Limited, Ambey Apartment Private Limited, Simplex Apartment Private Limited, Simplex Towers Private Limited, Ambey Plaza Private Limited, Aryavrat Apartment Private Limited, Simplex Nirman Private Limited, Ambey Hirise Private Limited, Aryavrat Enclave Private Limited, Simplex Enclave Private Limited and Simplex Mansion Private Limited are recorded as Raiyats in the Records of Right published under the West Bengal Land Reforms Act, 1955 under I.R. Khatian Nos. 1544, 1545, 1537, 1548, 1541, 1542, 1538, 1549, 1543, 1547, 1546, 1539 and 1540. The said Aryavrat Plaza Private Limited, Simplex Niketan Private Limited, Ambey Towers Private Limited, Ambey Apartment Private Limited, Simplex Apartment Private Limited, Simplex Towers Private Limited, Ambey Plaza Private Limited, Aryavrat Apartment Private Limited, Simplex Nirman Private Limited, Ambey Hirise Private Limited, Aryavrat Enclave Private Limited, Simplex Enclave Private Limited and Simplex

Mansion Private Limited have also caused to be mutated their names in the records of the Bidhannagar Municipal Corporation under municipal holding 514, ward - 09(O)/12N Block No - C, 514, Atghara Napara , 501, ward - 09(O)/12N Block No - C, 501, Atghara Napara , 507, ward - 09(O)/12N Block No - C, 507, Atghara Napara , 512, ward - 09(O)/12N Block No - C, 512, Atghara Napara , 517, ward - 09(O)/12N Block No - C, 517, Atghara Napara , 519, ward - 09(O)/12N Block No - C, 519, Atghara Napara , 509, ward - 09(O)/12N Block No - C, 509, Atghara Napara , 513, ward-09(O)/12N, Block No - C, 513 Atghara Napara, 518, ward - 09(O)/12N Block No - C, 518, Atghara Napara , 510, ward - 09(O)/12N Block No - C, 510, Atghara Napara , 502, ward - 09(O)/12N Block No - C, 502, Atghara Napara , 508, ward - 09(O)/12N Block No - C, 508, Atghara Napara and 506, ward - 09(O)/12N Block No - C, 506, Atghara Napara respectively

- 5.7.1 The name of W.E. Engineering Private Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 3081.
- 5.7.2 The said Aryavrat Savings Unit Limited was subsequently converted to a Private Limited Company vide Fresh Certificate of Incorporation Consequent Upon Conversion from Public Company To Private Company dated 20th January 2021 issued by Registrar of Companies, Kolkata and is presently known as Aryavrat Savings Unit Private Limited.
- 5.7.3 The name of W.E. Engineering Private Limited has been changed to the current name of Owner No. 1.1.4 namely Ambey Mata Capital Private Limited, vide Certificate of Incorporation pursuant to change of name dated 12th October 2020 issued by the Registrar of Companies, Kolkata.

6 Re : R.S. and L.R. Dag No. 233 – Total Area in Dag – 37 Satak, Subject Area – 2.89 Satak (“Dag 233 Property”):

- 6.1 One Rajesh Kumar Jaiswal was the sole and absolute owner of All That piece and parcel of land containing an area of 1 cottah 12 chittack more or less situate lying at and being comprised in portion of R.S. Dag No. 233 recorded in R.S. Khatian No. 342 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas being the Dag 233 Property.
- 6.2 By a Sale Deed dated 20th April 1990 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I Volume No.59 Pages 95 to 114 Being No.2664 for the year 1990, the said Rajesh Kumar Jaiswal for the consideration therein mentioned sold conveyed and transferred unto and to Kiran Jhunjhunwala the Dag 233 Property, absolutely and forever.
- 6.3 The said R.S. Dag No. 233 continued to be numbered as L.R. Dag No.233 in the current Records of Right published under the West Bengal Land Reforms Act, 1955.
- 6.4 By a Sale Deed dated 11th October 2007 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I Volume No.13 Pages 7066 to 7086 Being No.7917 for the year 2010, the said Kiran Jhunjhunwal (also known as Kiran Jhunjhunwala) for the consideration therein mentioned sold conveyed and transferred unto and to Ambey Complex Private Limited the Dag 233 Property, absolutely and forever.
- 6.5 The name of the said Ambey Complex Private Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 1902. The said Ambey Complex Private Limited has also caused to be mutated its name in the records of the Bidhannagar Municipal Corporation under municipal holding No. 511, ward - 09(O)/12N Block No - C, 511, Atghara Napara

7. **Re : R.S. and L.R. Dag No. 234 – Total Area in Dag – 03 Satak, Subject Area –3 Satak (“Dag 234 Property”):**
- 7.1 One Mohammed Ali Tarafdar, Ketab Ali Tarafdar and Samsul Ali Tarafdar were the full and absolute owners of All That piece and parcel of land containing an area of 1 cottah 12 chittack 30 square feet more or less-situate lying at and being comprised in portion of R.S. Dag No. 234 recorded in R.S. Khatian No. 306 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas being the said Dag 234 Property.
- 7.2 By a Sale Deed dated 20th April 1990 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I Volume No.59 Pages 95 to 114 Being No.2664 for the year 1990, one Mohammed Ali Tarafdar, Ketab Ali Tarafdar and Samsul Ali Tarafdar for the consideration therein mentioned sold conveyed and transferred unto and to Kiran Jhunjhunwala the Dag 234 Property, absolutely and forever.
- 7.3 The said R.S. Dag No. 234 continued to be numbered as L.R. Dag No.234 in the current Records of Right published under the West Bengal Land Reforms Act, 1955.
- 7.4 By a Sale Deed dated 11th October 2007 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I Volume No.13 Pages 7066 to 7086 Being No.7917 for the year 2010, the said Kiran Jhunjhunwal (also known as Kiran Jhunjhunwala) for the consideration therein mentioned sold conveyed and transferred unto and to Ambey Complex Private Limited the Dag 234 Property, absolutely and forever.
- 7.5 The name of the said Ambey Complex Private Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 1902. The said Ambey Complex Private Limited has also caused to be mutated its name in the records of the Bidhannagar Municipal Corporation under municipal holding No. 511, ward - 09(O)/12N Block No - C, 511, Atghara Napara.
8. **Re : R.S. and L.R. Dag No. 235 – Total Area in Dag – 49 Satak, Subject Area –41.76 Satak (“Dag 235 Property”):**
- 8.1 One Panchanan Gayen (since deceased) and Bholanath Gayen were the full and absolute owners of the All That piece and parcel of land containing an area of 49 satak or 0.49 acre more or less recorded in R.S. Khatian No. 342 situate lying at and being comprised in entire R.S. Dag No. 235 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas.
- 8.2 The said Panchanan Gayen, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his four sons namely Samir Gayen, Sanjoy Gayen, Amiya Gayen and Ashim Gayen as his only heirs and legal representatives who all upon his death inherited and became entitled to his entire part or share of and in the said R.S. Dag No. 235, absolutely.
- 8.3 By virtue of the following 5 Sale Deeds all dated 9th May 1988 and registered with the Additional District Sub-Registrar, Bidhannagar the said Samir Kumar Gyain, Sanjoy Gyain Amiya Kumar Gyain and Ashim Kumar Gyain and Bhola Nath Gyain for the consideration therein mentioned sold, conveyed and transferred 27.35 Satak (out of which 24.50 Satak is subject matter of Project Land) unto and to their entire part or share of and in the said R.S. Dag No. 235, absolutely and forever.
- 8.3.1 By a sale deed registered in Book No. I, Volume No. 72 Pages 325 to 340 being No. 3551 for the year 1988 executed by Samir Kumar Gyain, Sanjoy Gyain Amiya

Kumar Gyain and Ashim Kumar Gyain in favour of Chandrawati Pandey and Subhadra Pandey containing an area of 3 cottah 8 chittack and 3 square feet more or less.

- 8.3.2 By a sale deed registered in Book No. 1, Volume No. 72, Pages 357 to 372 Being No. 3553 for the year 1988 executed by Samir Kumar Gyain, Sanjoy Gyain Amiya Kumar Gyain and Ashim Kumar Gyain in favour of Mina Jaiswal containing an area of 4 cottah 8 chittack and 9 square feet more or less .
- 8.3.3 By a sale deed registered in Book No. 1, Volume No. 72 Pages 341 to 356 being No. 3552 for the year 1988 executed in favour of Nirmala Jaiswal containing an area of 2 cottah 11 chittack and 15 square feet.
- 8.3.4 By a sale deed registered in Book No. 1, Volume No. 72 Pages 395 to 412 being No. 3556 for the year 1988 executed by Samir Kumar Gyain, Sanjoy Gyain Amiya Kumar Gyain, Ashim Kumar Gyain and Bhola Nath Gyain in favour of Vinod Kumar Jaiswal containing an area of 3 cottah 2 chittack and 10 square feet.
- 8.3.5 By a sale deed registered in Book No. 1, Volume No. 72, Pages 373 to 386 being No. 3554 for the year 1988 executed in favour of Asha Jaiswal containing an area of 2 cottah 11 chittack.
- 8.4 By virtue of the following two sale deeds both dated 29th April 1988 and registered with the Additional District Sub Registrar, Bidhannagar the said Bholanath Gyain for the consideration therein respectively mentioned sold, conveyed and transferred a portion measuring 17.26 sataks more or less in the said R.S. Dag No. 235, absolutely forever.
- 8.4.1 By a sale deed registered in Book No. 1, Volume No. 63, pages 277 to 290, being No. 3101 for the year 1988 executed in favour of Champa Jaiswal containing an area of 3 cottah more or less.
- 8.4.2 By a sale deed registered in Book No. 1, Volume No. 63, pages 263 to 276, being No. 3100 for the year 1988 executed in favour of Anju Jaiswal, Kamini Jaiswal and Anita Jaiswal containing an area of 7 cottah 7 chittack and 5 square feet.
- 8.5 By a sale deed dated 21st June 1988 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. 1 Volume No. 104 Pages 63 to 82 being No.5135 for the year 1988 the said Vinod Kumar Jaiswal for the consideration therein mentioned sold, conveyed and transferred unto and to Rampati Devi Jaiswal an area of 2 cottah 12 chittack more or less out of his 3 cottah 2 chittack 10 square feet in the said R.S. Dag No. 235, absolutely and forever.
- 8.6 By a sale deed dated 2nd August 2002 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. 1 Volume No. 106 Pages 1 to 26 being No.1813 for the year 2003 the said Nirmala Jaiswal for the consideration therein mentioned sold, conveyed and transferred unto and to Krishna Ray her 2 cottah 11 chittack 15 square feet more or less in the said R.S. Dag No. 235, absolutely and forever.
- 8.7 By a sale deed dated 2nd August 2002 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. 1 Volume No. 357 Pages 295 to 314 Being No.6490 for the year 2002, the said Champa Jaiswal for the consideration therein mentioned sold,

conveyed and transferred unto and to Sushma Jaiswal and Vikram Jaiswal their entire 3 cottah more or less in the said R.S. Dag No. 235, absolutely and forever.

- 8.8 By a sale deed dated 2nd August 2002 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. 1 Volume No. 106 Pages 1 to 26 Being No.1813 for the year 2003 the said Anju Jaiswal, Kamini Jaiswal and Anita Jaiswal for the consideration therein mentioned sold, conveyed and transferred unto and to Krishna Ray a portion measuring 2 cottah 7 chittack 5 square feet out of their 7 cottah 7 chittack and 5 square feet more or less in the said R.S. Dag No. 235, absolutely and forever.
- 8.9 By a sale deed dated 2nd August 2002 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. 1 Volume No. 106 Pages 70 to 93 being No.1816 for the year 2003 the said Anju Jaiswal, Kamini Jaiswal and Anita Jaiswal and for the consideration therein mentioned sold, conveyed and transferred unto and to Kanehan Gupta their remaining 5 cottah more or less in the said R.S. Dag No. 235, absolutely and forever.
- 8.10 By a sale deed dated 10th December 2003 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. 1 Volume No. 606 Pages 118 to 133 being No.10614 for the year 2003, the said Sushma Jaiswal and Vikram Jaiswal for the consideration therein mentioned sold, conveyed and transferred unto and to Renu Kaloya their entire 3 cottah more or less in the said R.S. Dag No. 235, absolutely and forever.
- 8.11 By a sale deed presented for registration on 06th April 2004 and registered with the Additional Registrar of Assurances-II, Kolkata in Book No. 1 Volume No. 1 Pages 1 to 13 being No.5373 for the year 2006 the said Subhadra Pandey for the consideration therein mentioned sold, conveyed and transferred unto and to Manoj Kumar Tripathi and Binod Kumar Tripathi her entire 1 cottah 12 chittack 1.5 square feet more or less in the said R.S. Dag No. 235, absolutely and forever.
- 8.12 By a sale deed dated 31st January 2006 and registered with the Additional Registrar of Assurances -II, Kolkata , in Book No. 1 Volume No. 1 Pages 1 to 20 being No.2585 for the year 2007 the said Rampati Devi Jaiswal for the consideration therein mentioned sold, conveyed and transferred unto and to Aryavrat Savings Unit Limited her entire 2 cottah 12 chittack more or less in the said R.S. Dag No. 235, absolutely and forever.
- 8.13 By a sale deed dated 30th March 2007 and registered with the District Sub-Registrar-II, Barasat, North 24 Parganas in Book No. 1 Volume No. 6 Pages 8776 to 8793 being No.4343 for the year 2007 the said Chandrawati Pandey for the consideration therein mentioned sold, conveyed and transferred unto and to Ambe Commotrade Private Limited her entire 1 cottah 12 chittack 1.5 square feet more or less in the said R.S. Dag No. 235, absolutely and forever.
- 8.14 By a sale deed dated 9th April 2007 and registered with the Additional Registrar of Assurances-II, Kolkata, in Book No. 1 Volume No. 3 Pages 5054 to 5078 being No.1119 for the year 2010 the said Mina Debi Jaiswal for the consideration therein mentioned sold, conveyed and transferred unto and to Ambe Commotrade Private Limited her entire 4 cottah 8 chittack 9 square feet more or less in the said R.S. Dag No. 235, absolutely and forever.
- 8.15 By a sale deed dated 26th April 2007 and registered with the District Sub-Registrar-II Barasat, North 24 Parganas, in Book No. 1 Volume No. 12 Pages 3051 to 3074 being No.3835 for the year 2010 the said Krishna Ray for the consideration therein mentioned sold, conveyed and transferred her entire 2 cottah 11 chittack 15 square feet purchased from Nirmala Jaiswal and 2 cottah 7 chittack and 5 square feet purchased from Anju Jaiswal,

Kamini Jaiswal and Anita Jaiswal aggregating to 5 Cottah 2 Chittack 20 Square Feet out of the Dag 235 Property unto and to Jainex Properties Private Limited in the said R.S. Dag No. 235, absolutely and forever.

- 8.16 By a sale deed dated 26th April 2007 and registered with the District Sub-Registrar-II Barasat, North 24 Parganas, in Book No. 1 Volume No. 12 Pages 3089 to 3112 Being No.3836 for the year 2010 the said Kanchan Gupta for the consideration therein mentioned sold, conveyed and transferred her entire 5 cottah more or less in the said R.S. Dag No. 235, unto and to Dynamic Belting Private Limited absolutely and forever.
- 8.17 By a sale deed dated 19th July 2007 and registered with the District Sub-Registrar-II, Barasat, North 24 Parganas in Book No. 1 Volume No. 5 Pages 3145 to 3159 being No.3501 for the year 2008 the said Manoj Kumar Tripathi and Binod Kumar Tripathi for the consideration therein mentioned sold, conveyed and transferred unto and to Aryavrat Infrastructure Private Limited their entire 1 cottah 12 chittack 1.5 square feet more or less in the said R.S. Dag No. 235, absolutely and forever.
- 8.18 By a sale deed dated 18th March 2009 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. 1 CD Volume No. 3 Pages 4010 to 4025 Being No.2413 for the year 2009 the said Asha Jaiswal for the consideration therein mentioned sold, conveyed and transferred unto and to Betterman Engineers Private Limited her entire 2 cottah 11 chittack more or less in the said R.S. Dag No. 235, absolutely and forever.
- 8.19 By a sale deed dated 6th November 2009 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. 1 Volume No. 10 Pages 7188 to 7206 being No.9907 for the year 2009 the said Vinod Kumar Jaiswal for the consideration therein mentioned sold, conveyed and transferred unto and to Aryavrat Savings Unit Limited his remaining 6 chittack 10 square feet more or less in the said R.S. Dag No. 235, absolutely and forever.
- 8.20 By a sale deed dated 27th November 2012 and registered with the Additional District Sub-Registrar Rajarhat, in Book No. 1 Volume No. 1 Pages 1730 to 1752 being No. 0099 for the year 2012 the said Renu Kaloya for the consideration therein mentioned sold, conveyed and transferred unto and to Jainex Properties Private Limited her entire 3 cottah more or less in the said R.S. Dag No. 235, absolutely and forever.
- 8.21 The names of Aryavrat Savings Unit Private Limited, Ambe Commotrade Private Limited, Dynamic Belting Private Limited, Jainex Properties Private Limited, Aryavrat Infrastructure Private Limited, Betterman Engineers Private Limited are recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian Nos. 1274 and 1894, 1581 and 1892, 1824, 1825 and 2293, 1900, 2452 respectively. The said Aryavrat Savings Unit Limited, Ambe Commotrade Private Limited, Dynamic Belting Private Limited, Jainex Properties Private Limited, Aryavrat Infrastructure Private Limited, Betterman Engineers Private Limited have also caused to be mutated their names in the records of the Bidhannagar Municipal Corporation under municipal holding No. AS/386, ward - 09(O)/12N Block No - B, AS 386, Atghara Napara, 504, ward - 09(O)/12N Block No - C,504, Atghara Napara, AS/503, ward - 09(O)/12N Block No - C,503, Atghara Napara, 505, ward - 09(O)/12N Block No - C,505, Atghara Napara, 384, Ward - 09(O)/12N Block No - B,384, Atghara Napara, 511, ward - 09(O)/12N Block No - C, 511, Atghara Napara, 515, ward - 09(O)/12N Block No - C, 515, Atghara Napara and AS/781/09/12, Ward-09(O)/12(N), BI-A, Lokenath Park, Atghara

8.22 The name of Dynamic Belting Private Limited has been changed to the current name of Owner No. 1.1.2 namely Ambey Mata Holdings Private Limited, vide Certificate of Incorporation pursuant to change of name dated 15th October 2020 issued by the Registrar of Companies, Kolkata.

9 **Re : R.S. and L.R. Dag No. 236 – Total Area in Dag – 10 Satak, Subject Area – 10 Satak (“Dag 236 Property”):**

9.1 One Yar Ali Mondal, Momrej Ali Mondal, Omar Ali Mondal, Jafar Ali Mondal, Kasem Ali Mondal and Emtiaj Ali Mondal were the full and absolute owners of All That piece and parcel of land containing an area of 10 satak or 0.10 acre more or less situate lying at and being comprised in the entire R.S. Dag No. 236 recorded in R.S. Khatian No. 343 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas being the Dag 236 Property, having acquired ownership of the same partly by way of inheritance and partly by way of several sale deeds and deed of gifts executed in their favour from time to time

9.2 The said R.S. Dag No. 236 continued to be numbered as L.R. Dag No.236 in the current Records of Right published under the West Bengal Land Reforms Act, 1955.

9.3 By a Sale Deed dated 21st June 1988 and registered with Additional District Sub-Registrar, Bidhanagar, in Book No. I, Volume No. 104, Pages 63 to 82, Being No. 5135 for the year 1988 the said Yar Ali Mondal, Momrej Ali Mondal, Omar Ali Mondal, Jafar Ali Mondal, Kasem Ali Mondal and Emtiaj Ali Mondal for the consideration therein mentioned sold conveyed and transferred unto and to Ramputi Devi Jaiswal the Dag 236 Property, absolutely and forever.

9.4 By a Sale Deed dated 31st January 2006, Additional Registrar of Assurances-II, Kolkata in Book No. I, Volume No. 1, Pages 1 to 20 Being No. 2585 for the year 2007 the said Ramputi Devi Jaiswal for the consideration therein mentioned sold conveyed and transferred unto and to Aryavrat Savings Unit Limited 6 cottah more or less being the Dag 236 Property, absolutely and forever.

9.5 The name of the said Aryavrat Savings Unit Limited is duly recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian Nos. 1274 and 2311. The said Aryavrat Savings Unit Limited has also caused to be mutated its name in the records of the Bidhannagar Municipal Corporation under municipal holding No. AS/386, ward - 09(O)/12N Block No - B, AS 386, Atghara Napara

10 **Re: R.S. and L. R. Dag No. 248 - Total Area in Dag 2 Satak, Subject area – 1.22 satak (“Dag 248 Property”)**

10.1 One Karim Bux Mondal (since deceased) was the sole and absolute owner of All That piece and parcel of land containing an area of 2 satak or 0.02 acre more or less situate lying at and being comprised in entire R.S. Dag No. 248 recorded in R.S. Khatian No. 49 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas.

10.2 The said Karim Bux Mondal, a Muslim died intestate leaving him surviving his five sons namely Sowket Ali Mondal, Chhayem Ali Mondal, Arfan Ali Mondal, Golam Ali Mondal (also known as Aju Rahaman) and Sadek Ali Mondal as his only heirs and legal representatives who all upon his death inherited and became entitled to 2 satak in the said R.S. Dag No. 248, absolutely.

- 10.3 The said R.S. Dag No. 248 continued to be numbered as L.R. Dag No. 248 in the current Records of Right published under the West Bengal Land Reforms Act, 1955.
- 10.4 By a Sale Deed dated 25th February 2008 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I CD Volume No.3 Pages 3148 to 3164 Being No.2470 for the year 2008, the said Sowket Ali Mondal, Chhayem Ali Mondal, Arfan Ali Mondal, Golam Ali Mondal and Sadek Ali Mondal for the consideration therein mentioned sold conveyed and transferred unto and to Sanjay Singh 2 satak in the said R.S. Dag No. 248, absolutely and forever.
- 10.5 By a Sale Deed dated 28th February 2013 and registered with the Additional District Sub-Registrar, Rajarhat in Book I Volume No.5 Pages 5540 to 5553 Being No.3243 for the year 2013, the said Sanjay Singh for the consideration therein mentioned sold conveyed and transferred unto and to Pratibha Niketan Private Limited his 11 chittack 38 square feet or 1.22 satak in the said R.S. Dag No. 248, absolutely and forever.
- 10.6 The name of the said Pratibha Niketan Private Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 1899. The said Pratibha Niketan Private Limited has also caused to be mutated its name in the records of the Bidhannagar Municipal Corporation under municipal holding No. 374, ward - 09(O)/12N Block No - B,374, Atghara Napara
- 11 **Re: R.S. and L. R. Dag No. 249 - Total Area in Dag 2 Satak, Subject area - 2 satak ("Dag 249 Property")**
- 11.1 One Noor Mohammad Guin (since deceased) was the sole and absolute owner of All That piece and parcel of land containing an area of 2 satak or 0.02 acre more or less situate lying at and being comprised in entire R.S. Dag No. 249 recorded in R.S. Khatian No. 470 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas being the Dag 249 Property.
- 11.2 The said Noor Mohammad Guin, a Muslim died intestate leaving him surviving his wife namely Upatan Nechha Bibi, three sons namely Abdul Jabbar Gain, Abdul Ohab Gain, Abdul Rahaman Gain and two daughters namely Kohinoor Bibi and Rupjan Bibi as his only heirs and legal representatives who all upon his death inherited and became entitled to the Dag 249 Property, absolutely.
- 11.3 The said R.S. Dag No. 249 continued to be numbered as L.R. Dag No. 249 in the current Records of Right published under the West Bengal Land Reforms Act, 1955.
- 11.4 By a Sale Deed dated 13th April 1992 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I Volume No.89 Pages 195 to 202 Being No.3979 for the year 1992, the said Upatan Nechha Bibi, Abdul Jabbar Gain, Abdul Ohab Gain, Abdul Rahaman Gain, Kohinoor Bibi and Rupjan Bibi for the consideration therein mentioned sold conveyed and transferred unto and to Abdur Rahim Tarafdar, Abdur Rahaman Tarafdar and Abdul Hannan Tarafdar the Dag 249 Property, absolutely and forever.
- 11.4.1 By a Sale Deed dated 16th June 2008 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I Volume No.7 Pages 15353 to 15368 Being No.7621 for the year 2008, the said Abdur Rahim Tarafdar, Abdur Rahaman Tarafdar and Abdul Hannan

Tarafdar for the consideration therein mentioned sold conveyed and transferred unto and to Simplex Nirman Private Limited the Dag 249 Property, absolutely and forever.

11.4.2 The name of the said Simplex Nirman Private Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 1863. The said Simplex Nirman Private Limited has also caused to be mutated its name in the records of the Bidhannagar Municipal Corporation under municipal holding No. 518, ward - 09(O)/12N Block No - C, 518, Atghara Napara

12 Re: R.S. and L. R. Dag No. 250 - Total Area in Dag 1 Satak, Subject area - 1 satak ("Dag 250 Property")

12.1 One Ajay Singh was the sole and absolute owner of the All That piece and parcel of land containing an area of 1 satak or 0.01 acre more or less situate lying at and being comprised in entire R.S. Dag No. 250 recorded in R.S. Khatian No. 530 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas being the Dag 250 Property.

12.2 The said R.S. Dag No. 250 continued to be numbered as L.R. Dag No. 250 in the current Records of Right published under the West Bengal Land Reforms Act, 1955.

12.3 By a Sale Deed dated 26th November 2009 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I Volume No. 11 Pages 7573 to 7591 Being No. 10602 for the year 2009, the said Ajay Singh for the consideration therein mentioned sold conveyed and transferred unto and to Simplex Nirman Private Limited the Dag 250 Property, absolutely and forever.

12.4 The name of the said Simplex Nirman Private Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 1901. The said Simplex Nirman Private Limited has also caused to be mutated its name in the records of the Bidhannagar Municipal Corporation under municipal holding No. 518, ward - 09(O)/12N Block No - C, 518, Atghara Napara

13 Re: R.S. and L. R. Dag No. 251 - Total Area in Dag 1 Satak, Subject area - 1 satak ("Dag 251 Property")

13.1 One Ajay Singh was the sole and absolute owner of the All That piece and parcel of land containing an area of 1 satak or 0.01 acre more or less situate lying at and being comprised in entire R.S. Dag No. 251 recorded in R.S. Khatian No. 530 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas being the Dag 251 Property.

13.2 The said R.S. Dag No. 251 continued to be numbered as L.R. Dag No. 251 in the current Records of Right published under the West Bengal Land Reforms Act, 1955.

13.3 By a Sale Deed dated 26th November 2009 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I Volume No. 11 Pages 7573 to 7591 Being No. 10602 for the year 2009, the said Ajay Singh for the consideration therein mentioned sold conveyed and transferred unto and to Simplex Nirman Private Limited the Dag 251 Property, absolutely and forever.

13.4 The name of the said Simplex Nirman Private Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 1901. The said Simplex Nirman Private Limited has also caused to be mutated its name in the records of the Bidhannagar Municipal Corporation under municipal holding No. 518, ward - 09(O)/12N Block No - C, 518, Atghara Napara

- 14 **Re: R.S. and L. R. Dag No. 252 - Total Area in Dag 3 Satak, Subject area - 3 satak ("Dag 252 Property")**
- 14.1 One Sowkat Ali Mondal, Chadek Ali Mondal, Chayam Ali Mondal, Arfan Ali Mondal and Golam Ali Mondal (also known as Aju Rahman) were the full and absolute owners of the All That piece and parcel of land containing an area of 3 satak or 0.03 acre more or less situate lying at and being comprised in entire R.S. Dag No. 252 recorded in R.S. Khatian No. 518 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas being the Dag 252 Property.
- 14.2 The said R.S. Dag No. 252 continued to be numbered as L.R. Dag No.252 in the current Records of Right published under the West Bengal Land Reforms Act, 1955.
- 14.3 By a Sale Deed dated 25th February 2008 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I CD-Volume No. 03 Pages 5602 to 5624 Being No. 2596 for the year 2008 the said Sowkat Ali Mondal, Chadek Ali Mondal, Chayam Ali Mondal, Arfan Ali Mondal and Golam Ali Mondal (also known as Aju Rahman) for the consideration therein mentioned sold conveyed and transferred unto and to Pratibha Niketan Private Limited the Dag 252 property, absolutely and forever.
- 14.4 The name of the said Pratibha Niketan Private Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 1899. The said Pratibha Niketan Private Limited has also caused to be mutated its name in the records of the Bidhannagar Municipal Corporation under municipal holding No. 516, ward - 09(O)/12N Block No - C,516, Atghara Napara
- 15 **Re: R.S. and L. R. Dag No. 253 - Total Area in Dag 2 Satak, Subject area – 0.92 satak ("Dag 253 Property")**
- 15.1 One Noor Bux Tarafdar (since deceased) was the sole and absolute owner of the All That piece and parcel of land containing an area of 2 satak or 0.02 acre more or less situate lying at and being comprised in entire R.S. Dag No. 253 recorded in R.S. Khatian No. 518 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas.
- 15.2 The said Noor Bux Tarafdar, a Muslim, died intestate leaving him surviving three sons namely Ketab Ali Tarafdar, Samsul Ali Tarafdar and Md. Ali Tarafdar as his only heirs and legal representatives, who all upon his death inherited and became entitled to 2 satak in the said R.S. Dag No. 253, absolutely.
- 15.3 The said R.S. Dag No. 253 continued to be numbered as L.R. Dag No.253 in the current Records of Right published under the West Bengal Land Reforms Act, 1955.
- 15.4 By a Sale deed dated 26th September 2006 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I CD-Volume No. 08 Pages 18060 to 18082 Being No. 8859 for the year 2008 the said Ketab Ali Tarafdar, Samsul Ali Tarafdar and Md. Ali Tarafdar for the consideration therein mentioned sold conveyed and transferred unto and to one Sanjay Singh 2 satak in the said R.S. Dag No. 253 absolutely and forever.
- 15.5 By a Sale Deed dated 28th February 2013 and registered with the Additional District Sub Registrar, Rajarhat, in Book I CD-Volume No. 05 Pages 5540 to 5553 Being No. 3243 for the year 2013 the said Sanjay Singh for the consideration therein mentioned sold conveyed and transferred unto and to Pratibha Niketan Private Limited 8 chittack and 43 square feet or 0.92 satak being the Dag 253 Property, absolutely and forever.

- 15.6 The name of the said Pratibha Niketan Private Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 1899. The said Pratibha Niketan Private Limited has also caused to be mutated its name in the records of the Bidhannagar Municipal Corporation under municipal holding No. 374, ward - 09(O)/12N Block No - B.374, Atghara Napara
- 16 **Re: R.S. and L. R. Dag No. 254 - Total Area in Dag 3 Satak, Subject area - 1 satak ("Dag 254 Property").**
- 16.1 One Sowkat Ali Mondal, Chadek Ali Mondal, Chayam Ali Mondal, Arfan Ali Mondal and Golam Ali Mondal (also known as Aju Rahman) were the full and absolute owners of the All That piece and parcel of land containing an area of 3 satak or 0.03 acre more or less situate lying at and being comprised in entire R.S. Dag No. 254 recorded in R.S. Khatian No. 518 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas.
- 16.2 The said R.S. Dag No. 254 continued to be numbered as L.R. Dag No.254 in the current Records of Right published under the West Bengal Land Reforms Act, 1955.
- 16.3 By a Sale Deed dated 25th February 2008 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I CD-Volume No. 3 Pages 5578 to 5601 Being No. 2595 for the year 2008 the said Sowkat Ali Mondal, Chadek Ali Mondal, Chayam Ali Mondal, Arfan Ali Mondal and Golam Ali Mondal (also known as Aju Rahman) for the consideration therein mentioned sold conveyed and transferred unto and to Pratibha Niketan Private Limited 3 satak in the said R.S. Dag No. 254 (out of which 1 Satak is subject matter of Project Land), absolutely and forever
- 16.4 The name of the said Pratibha Niketan Private Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 1899. The said Pratibha Niketan Private Limited has also caused to be mutated its name in the records of the Bidhannagar Municipal Corporation under municipal holding No. 516, ward - 09(O)/12N Block No - C.516, Atghara Napara
17. The plans for construction of the Buildings, Club House Building and Mercantile Building at the Project has been sanctioned by the Bidhannagar Municipal Corporation vide sanction Plan Nos. BMC/BPN/RG/352/80/17-18 (Serial Nos. 1 to 11), dated 16th October 2019)
18. By a Development Agreement dated 13th December 2017 made between the Second Owner herein and the Promoter herein and registered with Additional Registrar of Assurances-IV, Kolkata in Book I Volume No. 1904-2018 Pages 1428 to 1494 Being No. 190412621 for the year 2017, the Second Owner appointed the Promoter for development of the property described in Clause 2.2 of Schedule A above. Pursuant to the sanction of the plans, the allocation of the Second Owner has been finally identified vide the confirmation dated 16th February 2022 between the Second Owner and the Promoter.
19. The First Vendors and the Pre-Substituted Vendors and the Promoter have been having discussions and understanding in respect of development of the First Vendors' Land since about 2017 and pursuant thereto the Promoter has also taken steps in connection with the development of the same jointly with the Second Owner's Land. The full and complete terms and conditions between the First Vendors and the Pre-Substituted Vendors and the Promoter has been agreed and recorded in the Development Agreement dated 23rd July 2021 and registered with Additional District Sub Registrar Rajarhat in Book No. I, Volume No. 1523-2021, Page 313763 to 313896, Being No. 152307402 for the year 2021.

20. By the said Order dated 20th May 2022 of National Company Law Tribunal Kolkata Bench-I, Kolkata the said Pre-Substituted Vendors were amalgamated as aforesaid.
21. In the premises aforesaid, the Second Owner is entitled to units and parking spaces allocated to it as above [**"Second Owner's Allocation"**] and save the Second Owner's Allocation, the Promoter has exclusive rights to sell or otherwise Transfer the entire units, parking areas and other transferable spaces and rights in the remainder of the building Complex and to receive the price and other amounts in respect thereof with the following rights and authorities.
- a. The consideration receivable from sale of the Units (including the Designated Apartment) and other transferable areas (except the Second Owner's Allocation) shall belong to the First Vendors and the Promoter in the ratio as agreed under the Development Agreement dated 23rd July 2021 between them and the entire Other Costs and Deposits Amounts shall exclusively belong to the Promoter;
 - b. All consideration and Other Costs and Deposits Amounts and other amounts shall be payable by the intending buyers to the Promoter, whose acknowledgement and receipt of the same shall bind the Promoter as well as the First Owner and the Promoter shall separately pay to the First Vendors the share of the First Vendors in the same.
21. The Vendors agreed to join in as party to the agreements for sale that may be entered into by the Promoter for sale of any Unit or other saleable area and also upon construction and completion of the Building at the Project to complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in the such Units including Designated Apartment.

SCHEDULE 'B' ABOVE REFERRED TO

PLAN ONE (SITE AND ADJOINING LOCATION) – APPENDIX 1

PLAN TWO (DESIGNATED APARTMENT) – APPENDIX 2

SCHEDULE C – EASEMENTS:

(Easements granted and reserved)

- A. The Purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the Designated Apartment which are hereinafter specified Excepting and Reserving unto the Promoter and the Vendors and other persons deriving right, title and/or permission from the Promoter and the Vendors, the rights, easement, quasi easement, privileges and appurtenances hereinafter more particularly set forth in Clause B below:
- a. The right of access and use of the Common Areas in common with the Vendors and/or the Promoter and/or the other Co-owners and the Maintenance In-charge for normal purposes connected with the use of the Designated Apartment.

- b. The right of protection of the Designated Apartment by and from all other parts of the Building so far as they now protect the same.
 - c. The right of flow in common as aforesaid of electricity water sewerage drainage and other common utilities from and/or to the Designated Apartment through wires and conduits lying or being in under or over the other parts of the Building and/or the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Designated Apartment.
 - d. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Building for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the Designated Apartment and other Apartments and portions of the Building and also for the purpose of repairing the Designated Apartment insofar as such repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of the Purchaser's intention so to enter to the Maintenance In-charge and the Co-owner affected thereby.
 - e. All the above easements are subject to and conditional upon the Purchaser paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the Purchaser under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchaser to be observed and performed hereunder.
- B. The under-mentioned rights easements quasi-easements and privileges appertaining to the Project shall be excepted and reserved for the Vendors and the Promoter and other persons deriving right, title and/or permission in respect thereof from them:
- a. The right of access and use of the Common Areas in common with the Purchaser and/or other person or persons entitled to the other part or parts or share or shares of the Project.
 - b. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water waste or soil from and/or to any part (other than the Designated Apartment) of the other part or parts of the Building and/or the Project through pipes drains wires conduits lying or being in under through or over the Designated Apartment as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project.
 - c. The right of protection of other part or parts of the Building by all parts of the Designated Apartment as the same can or does normally protect.
 - d. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project.
 - e. The right with or without workmen and necessary materials to enter from time to time upon the Designated Apartment for the purpose of laying down, testing, rebuilding, repairing, reinstating, replacing, cleaning, lighting and keeping in order and good condition so far as may be necessary, such sewers, pipes, drains, wires, cables, water courses, gutters, conduits, structures and other conveniences belonging to or serving or used for the Building and/or the Project and also for the purpose rebuilding or repairing any part or parts of the New Building (including any Common Areas) and similar

purposes and also other common purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Promoter or the Maintenance In-charge and other Co-owners of other part or parts of the Project shall excepting in emergent situation give to the Purchaser a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

IV. IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Sale Deed at Kolkata (*city/town name*) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Purchaser: (including joint buyers)

In the presence of:



SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Vendors in the presence of:



At Kolkata on _____ in the presence of:

WITNESSES:

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED by the Promoter from the within named Purchaser the within mentioned sum of Rs. _____ /- (Rupees _____ only) being the consideration in full payable under these presents by Cheques/Pay Order/Cash and other instruments as per Memo written herein below which includes a sum of Rs. _____ /- being the entitlement of the Vendor received by it from time to time from the Promoter as pure reimbursement:

MEMO OF CONSIDERATION

<i>Sl. No.</i>	<i>By or out of Cash/Demand Draft/Cheque /RTGS/NEFT Number</i>	<i>Date</i>	<i>Bank</i>	<i>Amount (in Rs. P.)</i>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
			TOTAL	Rs. _____ /-

(Rupees _____ only)

WITNESSES:

For AMBEY REALTORS LLP


Authorized Signatory