

40680

DSP LAW ASSOCIATES
Advocates
40 Nilgiri Street,
1B & 2 H Street,
Kolkata - 700001

NAME _____
 ADD. _____
 G. _____

12 JUL 2021
 SUBREGISTRAR RAJAMATI
 KOLKATA

12 JUL 2021
12 JUL 2021



Identified by the
 Navin Sharma
 Navin Sharma
 Sr. Binod Sharma
 27, Nuletarani Babu Street.
 P.O - Bura Bazar
 P.S - Gishoh Park
 Pin - 700007.
 District - Kolkata

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

23 JUL 2021



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

GRN Details

GRN: 192021220009307788
GRN Date: 06/05/2021 13:09:19
BRN : 1397489767339
Gateway Ref ID: 202112643677005
Payment Mode: Online Payment (SBI Epay)
Bank/Gateway: SBlePay Payment Gateway
BRN Date: 06/05/2021 13:05:14
Method: State Bank of India New PG CC
Payment Status: Successful
Payment Ref. No: 2000781435/7/2021
[Query No*/Query Year]

Depositor Details

Depositor's Name: AMBEY REALTORS LLP
Address: PS IXI UNIT NO305 ,PO RAJARHAT KOLKATA-700136
Mobile: 8240349170
Email: accounts@ambeygroup.net
Depositor Status: Buyer/Claimants
Query No: 2000781435
Applicant's Name: Mr Subhash Naskar
Identification No: 2000781435/7/2021
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000781435/7/2021	Property Registration- Stamp duty	0030-02-103-001-02	75021
2	2000781435/7/2021	Property Registration- Registration Fees	0030-03-104-001-16	11021
			Total	86042

IN WORDS: EIGHTY SIX THOUSAND FORTY TWO ONLY.

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. AAGCA2941K represented by its Director Mr. Gautam Paul son of Sri Gopal Chandra Paul residing at 24/2 Bidhan Sarani, Near Sree Mani Market Beadon Street, Post Office - Beadon Street and Police Station- Amherst Street, Pincode - 700006 having PAN AGHPP7429B and Aadhar No. 940067641951), (2) **AMBEY PLAZA PRIVATE LIMITED**, (CIN - U45400WB2007PTC115293) 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. AAGCA3002R represented by its Director Mr. Gautam Paul son of Sri Gopal Chandra Paul residing at 24/2 Bidhan Sarani, Near Sree Mani Market Beadon Street, Post Office - Beadon Street and Police Station- Amherst Street, Pincode - 700006 having PAN AGHPP7429B and Aadhar No. 940067641951), (3) **AMBEY APARTMENT PRIVATE LIMITED** (CIN - U45400WB2007PTC115297) 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. AAGCA2934C represented by its Director Mr. Gautam Paul son of Sri Gopal Chandra Paul residing at 24/2 Bidhan Sarani, Near Sree Mani Market Beadon Street, Post Office - Beadon Street and Police Station- Amherst Street, Pincode - 700006 having PAN AGHPP7429B and Aadhar No. 940067641951); (4) **AMBEY TOWERS PRIVATE LIMITED** (CIN - U45400WB2007PTC115294) 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. AAGCA3001N represented by its Director Mr. Gautam Paul son of Sri Gopal Chandra Paul residing at 24/2 Bidhan Sarani, Near Sree Mani Market Beadon Street, Post Office - Beadon Street and Police Station- Amherst Street, Pincode - 700006 having PAN AGHPP7429B and Aadhar No. 940067641951); (5) **AMBEY HIRISE PRIVATE LIMITED** (CIN - U45400WB2007PTC115261) 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. AAGCA2933F represented by its Authorised Representative Sri Raj Kumar Agarwal son of Late Sri Chhote Lal Agarwal residing at 13/14A, Tower-3, Near City Center-2, Hatiara, North 24 Parganas, Post Office Hatiara and Police Station - New Town, Pincode - 700157 having PAN ACKPA0021B and Aadhar No. 928217831297); (6) **AMBE COMMOTRADE PRIVATE LIMITED** (CIN - U51109WB2007PTC113270), a private company limited by shares incorporated under the

Dr. M. S. H...

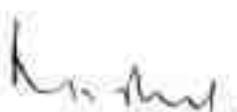
provisions of the Companies Act, 1956 having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O. - Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AAGCA1708C represented by its Director Mr. Rabi Sankar Saha son of Sri Tara Padu Saha residing at 1405/1406, Rajarhat Main Road, Block -B, New Town Metro Plaza, Rajarhat, Post Office Rajarhat Gopalpur and Police Station Baguiati, Pincode - 700136 having PAN APLPS4447R and Aadhar No. 287701353223); (7) **ARYAVRAT INFRASTRUCTURE PRIVATE LIMITED** (CIN - U45400WB2007PTC115296) 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. AAGCA2939R represented by its Director Mr. Alope Kumar Ghosh son of Sri Tusher Kanti Ghosh residing at Janai (CT) Janai Hooghly, Post Office - Janai and Police Station- Chanditalla, Pincode -712304 having PAN AFMPG0130Q and Aadhar No. 238881023844); (8) **ARYAVRAT APARTMENT PRIVATE LIMITED** (CIN - U45400WB2007PTC115270) 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. AAGCA2938Q represented by Director Mr. Alope Kumar Ghosh son of Sri Tusher Kanti Ghosh residing at Janai (CT) Janai Hooghly, Post Office - Janai and Police Station- Chanditalla, Pincode -712304 having PAN AFMPG0130Q and Aadhar No. 238881023844); (9) **ARYAVRAT ENCLAVE PRIVATE LIMITED** (CIN - U45400WB2007PTC115298) 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. AAGCA2940J represented by its Director Mr. Himangshu Chatterjee son of Sri Indo Bhusan Chatterjee residing at Ambe Plaza, 19/1, R. N. Tagore Road, Post Office : Dakshineswar and Police Station: Belgharia, Pincode -700076 having PAN ACLPC8357P and Aadhar No. 499302113907); (10) **ARYAVRAT PLAZA PRIVATE LIMITED** (CIN - U45400WB2007PTC115295), 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. AAGCA2935D represented by its Director Mr. Gautam Paul son of Sri Gopal Chandra Paul residing at 24/2 Bidhan Sarani, Near Sree Muni Market Beadon Street, Post Office - Beadon Street and Police Station- Amherst Street, Pincode - 700006 having PAN AGHPP7429B and Aadhar No. 940067641951); (11) **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,

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New Town Road, Unit No. 305, P.O. - Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AACCA1111H represented by its Director Mr. Rabi Sankar Saha son of Sri Tara Pada Saha residing at 1405/1406, Rajarhat Main Road, Block -B, New Town Metro Plaza, Rajarhat, Post Office Rajarhat Gopalpur and Police Station Baguiati, Pincode - 700136 having PAN APLPS4447R and Aadhar No. 287701353223); **(12) 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 represented by its Director Sri Raj Kumar Agarwal son of Late Sri Chhote Lal Agarwal residing at 13/14A, Tower-3, Near City Center-2, Hatiana, North 24 Parganas, Post Office Hatiana and Police Station - New Town, Pincode - 700157 having PAN ACKPA0021B and Aadhar No. 928217831297); **(13) JAINEX PROPERTIES PRIVATE LIMITED** (CIN - U70101WB1990PTC049466), 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. AAACJ6570B represented by its Authorised Representative Sri Raj Kumar Agarwal son of Late Sri Chhote Lal Agarwal residing at 13/14A, Tower-3, Near City Center-2, Hatiana, North 24 Parganas, Post Office Hatiana and Police Station - New Town, Pincode - 700157 having PAN ACKPA0021B and Aadhar No. 928217831297); **(14) PRATIBHA NIKETAN PRIVATE LIMITED** (CIN - U45200WB2007PTC113882), 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. AAFCP2160R represented by its Director Mr. Rabi Sankar Saha son of Sri Tara Pada Saha residing at 1405/1406, Rajarhat Main Road, Block -B, New Town Metro Plaza, Rajarhat, Post Office Rajarhat Gopalpur and Police Station Baguiati, Pincode - 700136 having PAN APLPS4447R and Aadhar No. 287701353223); **(15) SIMPLEX ENCLAVE PRIVATE LIMITED** (CIN - U45400WB2007PTC115239), 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. AAKCS8077N represented by its Director Mr. Himangshu Chatterjee son of Sri Indo Bhusan Chatterjee residing at Ambe Plaza, 19/1, R. N. Tagore Road, Post Office : Dakshineswar and Police Station: Belgharia, Pincode - 700076 having PAN ACLPC8357P and Aadhar No. 499302113907); **(16) SIMPLEX APARTMENT PRIVATE LIMITED** (CIN - U45400WB2007PTC115260), 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. AAKCS8076P represented by its Authorised Representative Sri Raj Kumar Agarwal son of Late Sri Chhote Lal Agarwal residing at 13/14A ,Tower-3, Near City Center-2, Hattara, North 24 Parganas , Post Office Hattara and Police Station - New Town, Pincode -700157 having PAN ACKPA0021B and Aadhar No. 928217831297); **(17) SIMPLEX NIRMAN PRIVATE LIMITED** (CIN - U45400WB2007PTC115230), 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. AAKCS8078D represented by its Director Mr. Gautam Paul son of Sri Gopal Chandra Paul residing at 24/2 Bidhan Sarani , Near Sree Mani Market Beadon Street, Post Office - Beadon Street and Police Station- Amherst Street , Pincode - 700006 having PAN AGHPP7429B and Aadhar No. 940067641951; **(18) SIMPLEX TOWERS PRIVATE LIMITED** (CIN - U45400WB2007PTC115241), 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. AAKCS8075Q represented by its Director Mr. Alope Kumar Ghosh son of Sri Tusker Kanti Ghosh residing at Janai (CT) ,Janai Hooghly, Post Office - Janai and Police Station- Chanditalla , Pincode -712304 having PAN AFMPG0130Q and Aadhar No. 238881023844); **(19) SIMPLEX MANSION PRIVATE LIMITED** (CIN - U45400WB2007PTC115242), 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. AAKCS8069E represented by its Director Mr. Gautam Paul son of Sri Gopal Chandra Paul residing at 24/2 Bidhan Sarani , Near Sree Mani Market Beadon Street, Post Office - Beadon Street and Police Station- Amherst Street , Pincode - 700006 having PAN AGHPP7429B and Aadhar No. 940067641951; **(20) SIMPLEX NIKETAN PRIVATE LIMITED** (CIN - U45400WB2007PTC115240), 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. AAKCS8070M represented by its Director Mr. Gautam Paul son of Sri Gopal Chandra Paul residing at 24/2 Bidhan Sarani , Near Sree Mani Market Beadon Street, Post Office - Beadon Street and Police Station- Amherst Street , Pincode - 700006 having PAN AGHPP7429B and Aadhar No. 940067641951); **(21) 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 306, Eden House, 15 Gangadhar Babu Lane, 3rd floor, Kolkata - 700012 having PAN No. AADCS5138F represented by its Director Sri Raj Kumar Agarwal son of Late Sri Chhote Lal Agarwal residing at 13/14A .Tower-3,Near City Center-2,Hatiara,North 24 Parganas , Post Office Hatiara and Police Station – New Town, Pincode -700157 having PAN ACKPA0021B and Aadhar No. 928217831297); **(22) 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-IXI., 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 represented by its Director Sri Raj Kumar Agarwal son of Late Sri Chhote Lal Agarwal residing at 13/14A .Tower-3,Near City Center-2,Hatiara,North 24 Parganas , Post Office Hatiara and Police Station – New Town, Pincode -700157 having PAN ACKPA0021B and Aadhar No. 928217831297) hereinafter collectively referred to as “the **OWNERS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective successors or successors-in-office and/or assigns) of the **ONE PART AND 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 IXI., Unit No. 305, 3rd Floor, Post Office Rajarhat Gopalpur, Police Station Baguihati, Kolkata – 700136 having PAN ABCFA8196Q represented by its Designated Partner Dipak Kumar Agarwal son of Sri Basudeo Prasad Agarwal residing at 54, Bangur Avenue, Block B, Flat No. 1B, Police Station Lake Town, Post Office Bangur Avenue, Kolkata-700055 (having PAN ADIPA4265G and Aadhar No. 409082807090) hereinafter referred to as “the **DEVELOPER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its partners, successors or successors-in-office and/or successors-in-interest and/or assigns) of the **OTHER PART**:

SECTION-I # DEFINITIONS & INTERPRETATION:

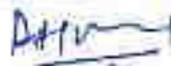
I DEFINITIONS:

1.1 Unless in this Agreement there be something contrary or repugnant to the subject or context:-

1.1.1 “**Appointed Date**” shall mean 13th day of December, 2017.

1.1.2 “**Agreed Ratio**” shall mean the ratio of sharing or distribution of Realization between the Owners and the Developer which shall be 20% belonging to the Owners and 80% belonging to the Developer.





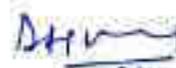
- 1.1.3 "**Appropriate Authorities**" shall mean the Central or State Government or any Department thereof and/or its officers and also all other State Executives Judicial or Quasi Judicial authorities and persons and includes any Local Authority, Government Company, Statutory Bodies or authorities, Bidhannagar Municipal Corporation, Municipal Authorities, Planning Authority, Development Authority, B.L.&L.R.O., D.L.&L.R.O., District Magistrate, Additional District Magistrate, Commissioner, Collector, other authorities under the West Bengal Land Reforms Act or Estate Acquisition Act or other statute, NKDA, KMDA, MED, Planning Authority, Development Authority, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Airport Authority, Highway Authority, Authorities under the Real Estate Laws, Police Authorities, Law Enforcement Authorities, Pollution Control Authorities, Fire Service Authorities, Insurance Companies, Courts, Tribunals, Judicial and Quasi Judicial authorities and forums, Service/Utility Providers for electricity, water, drainage, sewerage, lift, generator, telecom, television, wireless connectivity, digital and other utilities whatsoever or howsoever.
- 1.1.4 "**Building Complex**" shall mean the New Buildings at the Project Site together with the Common Areas and Installations and wherever the context so permits or intends shall include the land of the Project Site.
- 1.1.5 "**Building Plans**" shall mean the plan for construction of the New Buildings caused to be sanctioned by the Developer from the Bidhannagar Municipal Corporation vide plan No. BMC/BPN/RG/352/80/17-18 (Serial Nos. 1 to 11), dated 16th October 2019 and include all modifications and/or alterations as may be made thereto.
- 1.1.6 "**Common Areas and Installations**" shall according to the context mean and include the areas installations and facilities comprised in and for the New Buildings and/or the Project Site as mentioned in the **SECOND SCHEDULE** hereunder written and expressed or intended by the Developer from time to time for use in common with rights to the Developer to modify and/or alter the same and/or to keep any part or parts of the Common Areas and Installations as being meant for use by the specified category of Transferees and/or such other persons as the Developer may deem fit and proper.
- 1.1.7 "**Common Purposes**" shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the transferees thereof; collection and disbursement of the common

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expenses; the purpose of regulating mutual rights, obligations and liabilities of the Transferees thereof, and dealing with all matters of common interest of the Transferees thereof.

- 1.1.8 "**Completion of Construction**" in connection with any New Building shall mean that such New Building is constructed and for which Completion Certificate is/are issued by the Architect.
- 1.1.9 "**Developer's Share of Realization**" shall mean 80% of the Realizations in respect of all Transferable Areas.
- 1.1.10 "**Extras and Deposits**" shall mean the amounts mentioned in **FOURTH SCHEDULE** hereto subject to any variations as per Clause 10.7 hereto.
- 1.1.11 "**Force Majeure**" shall mean any event or combination of events or circumstances beyond the control of a Party, which cannot be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including (a) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, epidemics, pandemic and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfew etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in Law, Rules and Regulations, injunctions, prohibitions, or stay granted by court of law, Arbitrator, Government; (f) Non functioning of any existing or new concerned Appropriate Authorities due to any reason whatsoever and (g) any other event or circumstance which is beyond the control of the parties.
- 1.1.12 "**Internal Agreed Proportion**" shall mean the proportion of sharing of the Owners' share of Realization inter se amongst the Owners as mentioned in the **SIXTH SCHEDULE** hereto.
- 1.1.13 "**New Buildings**" shall mean the one or more buildings and/or other structures that may be constructed by the Developer from time to time at the Project Site.
- 1.1.14 "**Owners' Share of Realization**" shall 20% of the Realizations in respect of all Transferable Areas.
- 1.1.15 "**Parking Spaces**" shall mean the spaces for parking of cars and/or two wheelers at the Building Complex.

- 1.1.16 "**Pass Through Charges**" shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees.
- 1.1.17 "**Phases**" shall mean the several phases in which the development of the Building Complex is carried out in pursuance of this agreement.
- 1.1.18 "**Project Site**" shall mean All Those (1) 165 satak in R.S. and L.R. Dag No.232, (2) 10 satak in R.S. and L.R. Dag No.236, (3) 2 satak in R.S. and L.R. Dag No. 249 (4) 1 Satak in R.S and L.R. Dag No. 250, (5) 1 Satak in R.S and L.R. Dag No. 251, (6) 3 Satak in R.S and L.R. Dag No. 252, (7) 3 satak in R.S. and L.R. Dag No.254 (8) 17.69 satak in R.S. and L.R. Dag No. 199, (9) 3 satak in R.S. and L.R. Dag No.205 (10) 26.5 satak in R.S. and L.R. Dag No.218, (11) 16.5 satak in R.S. and L.R. Dag No.227 (12) 2.89 satak in R.S. and L.R. Dag No. 233, (13) 41.76 satak in R.S. and L.R. Dag No.235 out of which 37.32 satak is part of the Subject Property, (14) 1.22 satak in R.S. and L.R. Dag No.248 (15) 0.92 satak in R.S. and L.R. Dag No. 253 and (16) 1 satak in R.S. and L.R. Dag No. 254 all in Mouza Atghara, J.L. No. 10, Police Station Baguiati (formerly Rajarhat), in the District of North 24 Parganas.
- 1.1.19 "**Realization**" shall mean the amounts that may, from time to time, be received against the Transfer of Units and Parking Spaces and other Transferable Areas and/or in relation to such Transfer on any account other than Pass Through Charges and Extras and Deposits.
- 1.1.20 "**Real Estate Laws**" shall mean the Real Estate (Regulation and Development) Act, 2016 as applicable to West Bengal and include the amendments and substitutes thereof and also all rules, regulations and byelaws in respect thereof.
- 1.1.21 "**Specifications**" shall mean certain requirements as regards the construction, erections, fittings, fixtures, installations etc., if or at the building complex as per particulars mentioned in the **THIRD SCHEDULE** hereto.
- 1.1.22 "**Subject Property**" shall mean the pieces and parcels of contiguous and adjacent lands in one combined parcel in Mouza Atghara, J.L. No. 10 under Police Station Baguiati (formerly Rajarhat) in the District of North 24 Parganas fully described in the **FIRST SCHEDULE** hereunder written
- 1.1.23 "**Transfer**" with its grammatical variations shall mean transfers by sale or any other means adopted by the Developer.

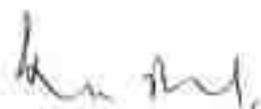


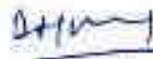


- 1.1.24 "**Transferable Areas**" shall mean the Units, Parking Spaces and anything else comprised at the Project Site which is or can be commercially exploited including by making it part of area of Units or by making it appurtenant to any Unit or otherwise save and except the allocation meant for any owner of any land at the Project Site other than the Subject Property.
- 1.1.25 "**Transferees**" shall mean the person/s who from time to time purchase or agree to purchase or otherwise acquire any Transferable Areas in the Building Complex.
- 1.1.26 "**Units**" shall mean the independent and self-contained residential flats in the New Buildings at the Subject Property capable of being exclusively held used or occupied by a person and also include any offices or shops, commercial spaces in or portions if so and as may be constructed by the Developer as part of any New Building/s.

2.1 INTERPRETATION:

- 2.1.1 Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this Agreement and include any parts of such Schedule.
- 2.1.2 Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience only.
- 2.1.3 Words of any gender are deemed to include those of the other gender.
- 2.1.4 Words using the singular or plural number also include the plural or singular number, respectively.
- 2.1.5 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Articles of this Agreement, as the case may be.
- 2.1.6 Reference to the word "include" shall be construed without limitation.
- 2.1.7 The Schedules/Annexure and recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement.
- 2.1.8 Where any notice, consent, approval, permission or certificate is required to be given by any party to this Agreement such notice, consent, approval,





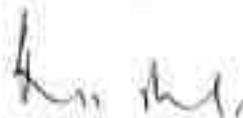
permission or certificate must (except where otherwise expressly specified), be in writing.

SECTION-II # RECITALS AND REPRESENTATIONS:

3 RECITALS/REPRESENTATIONS:

3.1 RECITALS:

- 3.1.1 **WHEREAS** the Owners have purchased the Subject Property and each of the Owners are owning areas and/or shares therein as mentioned in **SEVENTH SCHEDULE** hereto.
- 3.1.2 **AND WHEREAS** the Owners and the Developer have on principal to principal basis agreed that the Developer would develop the Subject Property and no economic benefit in the form of supply would occur between the Developer and Owners.
- 3.1.3 **AND WHEREAS** in or about 13th December 2017 the parties entered upon an understanding/agreement in a preliminary form and followed it up with a power of attorney dated 27th January 2018. It was mutually agreed between the Owners and the Developer that the Developer shall develop a building complex project on the Subject Property with the right to include any adjacent property in and around the Subject Property and in such Building Complex, the Owners and the Developer would be entitled to all Transferable Areas and the same shall be Transferred by the Developer with sharing of the Realizations in the Agreed Ratio.
- 3.1.4 Pursuant to such understandings/agreements, the Developer caused the Building Plans to be sanctioned from the Bidhannagar Municipal Corporation vide plan No. BMC/BPN/RG/352/80/17-18 (Serial Nos. 1 to 11), dated 16th October 2019 for construction of New Buildings at the Project Site. As per the said Building Plans there has been sanctioned seven Residential Blocks, one Club House Block and one Mercantile Block and out of which one Mercantile Block contains multiple shops, showrooms, offices and non residential units and the remaining towers contains multiple residential units and there are common amenities and facilities some of which are common to each such building and some which are common to all the buildings and the Building Complex as a whole.
- 3.1.5 **AND WHEREAS** inasmuch as the earlier understanding/agreement between the parties hereto did not envisage the Project Site as a whole and was preliminary in nature without containing all of the terms and conditions in details, accordingly the

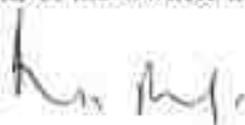
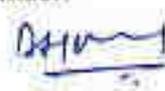
 

parties agreed to enter upon a detailed development agreement which shall replace the earlier understanding/agreement, being these presents.

3.2 REPRESENTATIONS:

3.2.1 The Owners made the following several representations, assurances and warranties to the Developer which have been completely relied upon and believed to be true and correct by the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:

- (a) That the Owners are presently the full and absolute Owners of the Subject Property with marketable title and free from Encumbrances created or suffered by the Owners and in khas vacant and peaceful possession thereof. The facts about the Owners deriving title to the Subject Property are stated in the **FIFTH SCHEDULE** hereto.
- (b) That the Subject Property has not been attached or is liable to be attached under any decree or order of any Court of Law or due to Income Tax realization or any other Public Demand.
- (c) There is no impediment, obstruction, restriction or prohibition in the Owners entering upon this Agreement and/or in the development and transfer of the Subject Property.
- (d) That save and except the previous agreement dated 13th December 2017, the Owners have not entered upon any agreement or contract with any other person in connection with the Subject Property or any part thereof or its development/sale/transfer nor have otherwise dealt with the Subject Property or any part thereof prior to execution of this Agreement.
- (e) That the Owners or their respective predecessors in title have not mortgaged or charged or provided security interest in respect the Subject Property or any part thereof and there is no notice or proceeding for realization or recovery of the dues of the Bank nor is there any proceeding under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act or the Bankruptcy & Insolvency Code or before the Debts Recovery Tribunal or before any Court or Tribunal.
- (f) That subject to the terms hereof, there is no difficulty in the compliance of the obligations of the Owners hereunder.

3.2.2 REPRESENTATIONS OF DEVELOPER: The Developer has represented and assured the Owners, inter alia, as follows:-

- (a) The Developer is carrying on business of real estate and has infrastructure, expertise and resources in this field.
- (b) The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- (c) Subject to the terms hereof, there is no difficulty in compliance of the obligations of the Developer hereunder.

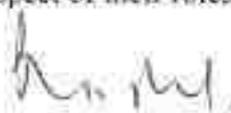
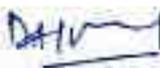
SECTION-III # WITNESSETH:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

4 DEVELOPMENT AND CONSTRUCTION:

4.1 In the premises aforesaid:-

- 4.1.1 The Owners have agreed that the Developer shall with effect from the Appointed Date have exclusive rights and authority to develop a Building Complex at the Project Site and to Transfer the Transferable Areas and administer the Common Purposes (upto a specified time) and the Developer has agreed to accept the same; and
- 4.1.2 The Developer has agreed to carry out the planning and implementation of the Project Site and to invest or cause investment of the costs and expenses required for the same and to carry out certain other acts, deeds and things pertaining to the Project Site; and to Transfer the Transferable Areas at the Project Site ; and to be entitled to the Developer's Share of Realization and other sums as hereinstated in consideration thereof; and
- 4.1.3 The Owners have agreed to Transfer to the Transferees, the proportionate undivided share in the land attributable to Units and other constructed areas upon Completion of Construction thereof and to carry out certain other acts, deeds and things pertaining to the land at the Subject Property; and to be entitled to the Owners' Share of Realization in consideration thereof;
- 4.1.4 The Owners and the Developer have agreed to act on principal to principal basis in respect of their roles, rights and obligations;

all on the terms and conditions hereinafter contained.

- 4.2 With effect from the Appointed Date, the Developer shall have the sole and exclusive rights, authorities and entitlements (a) to develop and construct or cause to be developed and constructed the Building Complex at the Project Site and (b) to Transfer the Transferable Areas therein, (c) to administer the Building Complex in the manner and until the period as morefully contained herein, (d) to the Developer' Share of Realization, (d) entirety of the Extras and Deposits and (e) all other properties benefits and rights of the Developer hereunder or to which the Developer is entitled hereunder; **And** the Owners shall be entitled (a) to the Owners' Share of Realization and (b) all other properties benefits and rights of the Owners hereunder or to which the Owners are entitled hereunder; on and subject to the terms and conditions hereinafter contained.
- 4.3 The Owners accept that as part of the planning and development to be done and implemented by the Developer, the FAR allowable in respect of the Subject Property may be utilized or consumed on any part of any construction anywhere at the Project Site and/or the FAR allowable in respect of any other part of the Project Site may be utilized or consumed on any part of the Subject Property without however affecting the Owner's entitlement hereunder, the Developer has been allowed to utilize the frontage, entry/exit points, passages, pathways, access-ways at the Subject Property for any sanction, construction, use and enjoyment of the added areas or any constructions and developments thereon and to combine and/or connect the Building Complex, inter se, or any part thereof or any developments thereon and/or to share any portion, area, utility, facility, accessway, entry/exit points, clubs or any common or other facility (including the Common Areas and Installations) between the occupants of the Building Complex in such manner and to such extent as the Developer may deem fit and proper, and the Developer's decision, in its sole and absolute discretion, in all the aforesaid matters shall be final and binding on the parties hereto.

5 LAND RELATED OBLIGATIONS:

- 5.1 In connection with the Subject Property, the Owners shall, at their own costs and expenses, comply with the following obligations:-
- 5.1.1 **Title :** The Owners shall deal with, settle or otherwise clear any legitimate question or objection or claim of any person due to any reason whatsoever on the title of the Owners to the Subject Property. The Owners agrees to

answer and comply with any reasonable requisitions on title that may be raised from time to time.

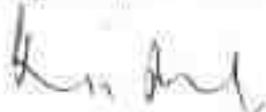
- 5.1.2 **Free from Encumbrances:** The Subject Property and each part thereof is free from Encumbrances created made done and suffered by the Owners and the Owners shall not hereafter create any Encumbrance on the same.
- 5.1.3 **Mutation & Conversion:** The Owners shall continue to maintain proper mutation of their names in respect of the Subject Property and proper conversion of the same to the nature of use commensurate with the building complex and like purposes in the records of Bidhannagar Municipal Corporation and B.L. & L.R.O. In case the records of the Bidhannagar Municipal Corporation, B.L. & L.R.O. or any other concerned authority require any correction or rectification or change, the Owners shall cause the same;
- 5.1.4 **Direct Access:** The Subject Property has and shall continue to have direct access from the abutting public road.
- 5.1.5 **Clearances:** The Owners shall apply for any permissions and clearances in respect of the land as may be required in law to be obtained by the Owners.
- 5.1.6 **Taxes:** The Owners shall pay and clear upto date Municipal Tax Receipt and Khajana, if any outstanding;

5.2 **TIME AND COSTS AND EXPENSES FOR OBLIGATIONS OF OWNERS:**
The time for compliance of the several obligations of the Owners shall be within **90 (ninety) days** from the date of being required to do so upon the situation for the same arising.

5.3 **CO-OPERATION OF DEVELOPER:** The Developer agrees to provide necessary co-operation to the Owners in carrying out the obligations of the Owners hereinabove contained;

5.4 **TITLE DEEDS:**

- 5.4.1 All original Title Deeds relating to the Subject Property exclusively shall be delivered by the Owners to the Developer simultaneously with the execution hereof.
- 5.4.2 The Developer shall be entitled from time to time and at all times to produce, give copies and extracts of and from the said original Title Deeds

before government and semi government bodies and authorities, municipal and land authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers, buyers/transferees in the Building Complex and financial institutions providing finance to the Developer and buyers/transferees and other persons and authorities as may be required by the Developer.

5.4.3 The Developer may produce or deliver the original Title Deeds to Appropriate Authorities or financiers providing loans or advances to the Developer pursuant to the rights and authorities of the Developer hereunder.

5.4.4 Upon Completion of Construction of the Building Complex and completion of Transfer of all the Units therein, the original Title Deeds shall be handed over to the Maintenance In-charge/Association of the Building Complex.

6 SECURITY DEPOSIT: The Developer shall simultaneously with the execution hereof pay to the Owners a sum of Rs.1100000/- (Rupees eleven lakhs) only, to be paid in the Internal Agreed Proportion, as security deposit free of interest. The said Security Deposit amount shall be free of interest and refundable by the Owners to the Developer upon completion of the Building Complex.

7 PLANNING, SURVEY, SANCTION AND MODIFICATION OF BUILDING PLANS:

7.1 **PLANNING:** The planning and layout for the development of the Project Site has been and shall continue to be done by the Developer. Such planning shall include the design, concept and layout of the Building Complex including the New Buildings and also of landscaping, plantation, walkways, driveways, etc., at the Project Site and the nature of buildings (including Green building, if any), provision for implementation of the Club with sporting/entertainment/recreation/health centre and the different phases of implementation of the development.

7.2 **DEVELOPMENT IN PHASES:** The Developer shall be free to plan, commence and continue the construction and development of the Subject Property or at the Project Site any part thereof in one or multiple phases. Any phase may comprise of one or more New Building/s with part of the Common Areas and Installations and part of the land may be identified for use in each phase for convenience purpose.





- 7.3 **SURVEY AND SOIL TESTING:** The Developer shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Subject Property.
- 7.4 **MODIFICATIONS:** The Developer shall in consultation with the Owners' Named Representative be entitled from time to time to cause modifications and alterations to the Building Plans already sanctioned in such manner and to such extent as the Developer may deem fit and proper.
- 8 CONSTRUCTION OF THE BUILDING COMPLEX:**
- 8.1 **CONSTRUCTION:** The Developer shall construct or cause to be constructed the New Buildings at the Project Site.
- 8.2 **QUALITY OF CONSTRUCTION:** The Developer shall construct or cause to be constructed the New Buildings in a good and workman like manner with good quality of materials and the Specifications as mentioned in the **THIRD SCHEDULE** hereto or equivalent substitutes thereof. The Developer shall handle and tackle local issues which may arise. The Developer shall construct and build the New Buildings in accordance with the Building Plans and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time. The construction shall be done by the Developer in compliance of the legal requirements.
- 8.3 **COMPLETION CERTIFICATE/OCCUPANCY CERTIFICATE:** The Developer shall obtain necessary completion certificate/occupancy certificate, as the case may be, in respect of the New Buildings from the Architect for the Building Complex. Such Completion Certificate/Occupancy Certificate may be obtained by the Developer on phase-wise or building wise and partially. If such certificates are also issued at the material time by the sanctioning authority, then the Developer shall apply for and obtain the same from time to time from such authority.
- 8.4 **MANAGEMENT AND CONTROL:** The Developer shall have exclusive and unobstructed right to administer the development of the Building Complex at the Project Site. The Developer shall be free to set up site office, put up the hoardings/boards, bring out brochures and commence the preparatory works for Transfer of the proposed Building Complex at the Developer's cost.
- 8.5 **TEAM:** The Architect for the Building Complex and the entire team of people required for the execution of the Building Complex at the Project Site shall be such

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person as may be selected and appointed by the Developer in its sole discretion. All persons employed by the Developer for the purpose of construction such as architects, engineers, contractors, labourers, care-takers, security personnels, consultants, etc., shall be the persons under the appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc. or their acts in any manner whatsoever and shall have no responsibility towards the architect and/or contractors labourers caretaker etc. or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I. etc., maintenance of records of labourers etc. and all the responsibilities in this regard shall be of the Developer and the Owners shall be kept protected and harmless against any action, if taken against the Owners for non compliance or violation of the said requirements.

8.6 **UTILITIES:** The Developer shall be entitled to use the existing as well as to apply for and obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all the concerned Appropriate Authorities.

8.7 **COMMON AREAS AND INSTALLATIONS:** The Developer may modify the Common Areas and Installations in the Subject Property and/or the Project site meant jointly or individually for (a) any individual New Building, (b) any phase and/or (c) different category of Transferees and/or use of the different areas. The Developer shall provide for the availability of Common Areas and Installations providing for passages, driveways, electricity, drainage and sewerage and water connections and any other area, installation or facility that the Developer may provide at the Subject Property. The Developer shall as it deems fit and proper be entitled to:-

8.7.1 Erect, install and/or operationalize the Common Areas and Installations within the phases and across the phases and gradually;

8.7.2 Allow or permit only provisional and/or partial use of any of the Common Areas and Installations until Completion of Construction of the Building Complex or until earlier time as the Developer may deem fit and proper;

8.7.3 Erect and/or operationalize the Club area containing sporting/entertainment/recreation/health centre, if any and to the extent planned, during any one or more phases including last phase;

- 8.7.4 Change the location, dimension, capacity or any other physical or in-built specifications of any Common Areas and Installations in phases and from time to time to erect, install or shift any portion into any new phase or other portions of the Subject Property and/or the Project Site;
- 8.7.5 Erect temporary or permanent boundary between the different phases and to continue/remove the same at any time or upon the completion of the later phase;
- 8.7.6 Impose restrictions and conditions for the use of the Common Areas and Installations including the Club;
- 8.7.7 Charge, demand, receive or realize any Extras or Deposits in connection with any Common Areas and Installations;
- 8.7.8 provide for separate entrances for different areas and provide and provide for segregation of Common Areas and Installations for different spaces/Transferees.
- 8.8 **CALCULATION OF AREAS:** The carpet area shall be as per applicable Real Estate Laws and shall be provided by the Developer and the built-up and super built-up area in respect of all the Units and other Transferable Areas in the Building Complex shall be such as be determined by the Developer.
- 8.9 **AUTHORITY:** The Owners hereby agree and confirm that the Developer shall have all the authority to carry out the planning and development of the Building Complex at the Project Site.
- 8.10 **APPROVALS FOR DEVELOPMENT:** The Developer shall in its own name or in the name of the Owners apply for and obtain all permissions, clearances, no objection certificates and other approvals required for carrying out the development at the Subject Property at the Project Site, including those required from Pollution Control Authority, Fire Service Authorities, Police Authorities, Municipal Authorities any other Statutory Authorities, at its own costs and expenses.
- 8.11 **COMPLIANCES:** The Developer shall not violate any Municipal or other statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of buildings. The Owners will not be responsible for any latches and/or lapses on the part of the Developer.




- 8.12 **TIME FOR CONSTRUCTION:** Subject to the Owners not being in default in compliance of their obligations hereunder and Subject to Force Majeure, the Developer shall complete the construction of each phase of the Building Complex within 72 (seventy two) months of the grant of registration under the Real Estate Laws for such phase and all other clearances and certificates by the Appropriate Authorities necessary to commence and carry out the development of the Building Complex. There shall be an extended period of 6 months beyond the time for construction mentioned above.
- 8.13 **COMPLETION OF CONSTRUCTION:** The Developer shall be deemed to have constructed and completed the New Buildings if the Developer has constructed the same internally as per the agreed Specifications and provided reasonable ingress and egress, obtained temporary or permanent water, electricity and drainage connections (if and to the extent applicable for such constructed area) and obtained the Completion Certificate of the Architect in respect thereof.
- 8.13.1 The Developer shall be at liberty to carry out Completion of Construction phase wise and obtain partial Completion Certificates/Occupancy Certificates.
- 8.14 **ADDITIONAL/FURTHER CONSTRUCTION:** The Developer shall be entitled to apply for sanction of additional/further constructions (including any incremental parking space) beyond those sanctioned under the Building Plans if so and as is thereafter possible/permissible to be constructed and such additional/further construction shall automatically form part of the Transferable areas.
- 8.15 **COSTS AND EXPENSES:** All costs and expenses for sanctioning or modifications of plans (including fees of the Architects and all fees costs and charges payable for sanction, modification, alteration and/or revision of building plans), all costs of construction and development of the Project Site and the activities mentioned above shall be borne and paid by the Developer.
- 8.16 **FINANCE AND MORTGAGE:** The Owners hereby agrees and permits the Developer to obtain loans and finance for development of the Subject Property from any Banks and/or the Financial Institutions and/or Non-Banking Financial Companies and/or Recognized Foreign Direct Investors by mortgaging and charging the New Buildings and any other construction to be made by the Developer at the Subject Property and the land comprised in the Subject Property without however creating any financial obligation upon the Owners and without creating any charge or lien on the share of the Owners in the Realization. The

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Promoter shall indemnify and keep the Owners fully indemnified against any loss damage cost claim action or proceeding suffered by the Owners owing to any delay or default in repayment of the amounts and dues against any such mortgage by the Promoter. The Owners agrees from time to time to provide consents, confirmation and no objections or other documents as may be required for such mortgage or charge to be created by the Promoter and also agrees to sign necessary loan and other agreements and power of attorney with the bankers or financiers in connection with the above.

9. TRANSFER:

- 9.1 **TRANSFERS BY DEVELOPER:** The Owners have agreed that the Developer shall have exclusive rights and authority to Transfer all Transferable Areas at the Building Complex on the terms and conditions hereinafter contained and to negotiate and settle the price and other terms of transfer with intending Transferees.
- 9.2 **LAND SHARE SALE:** The Owners agrees to sell and transfer their undivided shares in the land attributable to the concerned Unit and/or other Transferable Areas with all and whatever its entire share right title and interest in the concerned Transferable Areas to the respective Transferees in such parts or shares as the Developer may nominate or require.
- 9.3 **PUBLICITY:** The Developer shall be entitled to advertise for Transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex in all media.
- 9.4 **MARKETING AGENTS:** The Developer shall be entitled to appoint brokers, sub-brokers, channel partner, business associates and other agents for sale and transfer of the Units and Parking Spaces in the Building/s at such remuneration and on such terms and conditions as it may deem fit and proper.
- 9.5 **BOOKINGS:** The Developer shall accept bookings of any Unit, Parking Space or other saleable space/constructed area in the Building Complex in favour of any Unit Purchaser and if necessary to cancel revoke or withdraw any such booking.
- 9.6 **REALIZATIONS & OTHER AMOUNTS:** The Developer shall receive the Realizations including earnest money, part payments, consideration, Extras, Deposits and other amounts on any account receivable from the Transferees and other persons in respect of Transfer of the Transferable Areas at the Building

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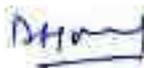
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Complex or any part or share thereof in its own name and shall give receipts for the same which shall fully bind all the parties hereto.

- 9.7 **RATES:** The consideration for which the Developer shall open the bookings and/or for which the Units, Parking Spaces and other saleable areas will be transferred by the Developer shall be such as be determined by the Developer from time to time in consultation with the Owners and the marketing agents appointed for the purpose.
- 9.8 **CUSTOMER DOCUMENTATIONS:** The agreements, receipts, confirmations, applications, sale deeds, final deeds of transfer and other documents relating to Transfer of the Units, Parking Spaces and other saleable/transferable areas shall be executed by the Developer and the Owners and the Owners do hereby authorize and empower the Developer to sign execute and/or register the same as constituted attorney of the Owners fully and in all manner with regard thereto and also agree to execute and/or register one or more powers of attorney from time to time in favour of the Developer as may be required or found necessary and such power/s of Attorney shall subsist during the subsistence of this agreement.
- 9.9 **ADVOCATES:** All documents of transfer or otherwise shall be such as be drafted by DSP Law Associates, Advocates of 4D Nicco House, 1B & 2 Hare Street, Kolkata-700001.
- 9.10 **MARKETING COSTS:** All costs of brokerage, commission and like other amounts relating to Transfer as also any interest, damage or compensation payable to any Unit Purchaser or other person relating to the Building Complex shall be payable by the Developer alone.

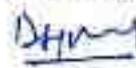
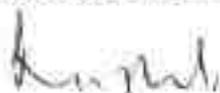
10 REALIZATION AND DISTRIBUTION:

- 10.1 **SHARE IN REALIZATIONS:** The Owners shall be entitled to a specific 20% (twenty percent) of the Realizations from the Building Complex in the Internal Agreed Proportion and the Developer shall be entitled to 80% (eighty percent) of the Realizations from the Building Complex.
- 10.2 **PAYMENT TO OWNERS:** The Developer shall pay to the Owners its 20% of the Realizations (excluding Extra and Deposits) from the Building Complex (in the Internal Agreed Proportion) on such periodic basis, as the parties hereto mutually decide. For this purpose, the Developer shall open one or more separate bank account for the project and may give mandate to the Bank to transfer the

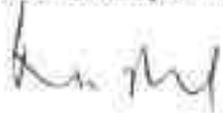
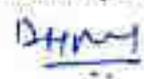
 

Realizations from the said bank account to the respective accounts of the Developer and the Owners.

- 10.3 **ERRORS & OMISSIONS:** All payments made by the Developer to the Owners shall be subject to any errors or omissions and the consequent accounting and settlement when detected. Further, in case due to cancellation of any booking or agreements/contracts or any other reason, any part of the Realization becomes refundable or payable to any Unit Purchaser and/or any interest or compensation is payable to any Transferee or any other person in connection with the Building Complex or any part thereof, the share of the Owners therein shall be adjustable out of the future payments to be made by the Developer to the Owners and in case no such future payment is due, the same shall be paid by the Owners to the Developer.
- 10.4 **ACCOUNTS:** The Developer shall maintain proper accounts pertaining to the Transfers, Realizations, Extras & Deposits. The parties shall be free to mutually agree to any other mechanism for disbursement of the Realizations to the parties. The Owners shall have at all times full and free access and liberty to inspect such separate accounts of the Developer. For the purpose of accounting and settlement the parties shall, if so required by the Developer or found necessary, make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares of the incomings and outgoings of and from the Building Complex.
- 10.5 **FINAL ACCOUNTS:** After fulfillment of this agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this agreement shall be made and finalized by the parties.
- 10.6 **CONCLUSIVITY OF ACCOUNTS:** The accounts of the Building Complex as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereon within 45 days of such given date.
- 10.7 **EXTRAS & DEPOSITS:** Any Extras and Deposits that may be taken from the Transferees shall be taken and utilized separately by the Developer and the Owners shall have no concern therewith.
- 10.8 **DELIVERY TO TRANSFEREES:** The Developer shall deliver possession of the areas agreed to be Transferred to the respective Transferees and subject to the concerned Transferee not being in any default of his obligations.



- 10.9 **LOANS BY TRANSFEREES:** The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas launched from banks, institutions and entities granting such loans. The Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project/Subject Property except the flat and appurtenances under sale or Transfer and save those occasioned due to cancellation of the agreement with the Transferee and to the extent to be mentioned in the agreement for sale to be entered with them.
- 10.10 **INSURANCE:** The Developer shall purchase and maintain insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and reasonably required to be maintained to insure the Building Complex and all related assets against risks in an adequate amount, consistent with similar facilities of the size and type of the Building Complex and as may be required by the lenders (if any). The premiums payable on insurance coverage as indicated above, including any costs and expenses incidental to the procurement and enforcement of such insurance cover shall be part of the costs of the Building Complex to be borne and paid by the Developer. The proceeds from all insurance claims, except for life and injury, shall be promptly be applied for the repair, renovation, restoration or re-insatement of the Building Complex assets, facilities and services or any part thereof, which may have been damaged or destroyed.
- 10.11 **RECORDS AND INSPECTION:** Each party shall maintain the respective records of Transfer (including Marketing Costs) of the Building Complex.
- 11 COMMON PURPOSES AND MAINTENANCE IN-CHARGE:**
- 11.1 **COMMON PURPOSES:** All Transferees shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes in consultation with the Owners.
- 11.2 **MAINTENANCE IN-CHARGE:** The Developer shall form Maintenance Company and/or Association for the Common Purposes of management and maintenance of the Building Complex and collection and disbursement of Common Expenses and till such time as the Association or Maintenance Company is formed and handed over the charge of administering the Common Purposes or such other time as the Developer may desire, the Developer or its nominee shall be

in charge of the administration for the Common Purposes. Subject to the laws for the time being in force, the entire Building Complex shall be under one Association and the membership of the same shall be taken by the Co-owners on phase-wise basis. It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Owners and/or their nominees or transferees shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.

12 COVENANTS BY THE OWNERS:

12.1 The Owners do hereby covenant with the Developer as follows:-

12.1.1 The Owners shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the obtaining any modification/alteration to the sanctioned Building Plans and for obtaining any approvals required to be obtained by the Developer for commencing or carrying out the Development at the Subject Property and/or at the Project Site.

12.1.2 For all or any of the purposes contained hereinabove and required by the Developer, the Owners shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on the part of the Owners.

12.1.3 With effect from the date of execution hereof, the Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.

12.1.4 That the Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer. However any merger or demerger affecting the Owner Company or any of them and the Subject Property as its asset shall be subject to this agreement and the power of attorney to be executed in pursuance hereof and all acts, deeds and things done in pursuance hereof. Any demerged or merging entity holding the Subject Property shall be bound by this

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Agreement and the Power of Attorney to be executed in pursuance hereof and all acts, deeds and things done in pursuance hereof in the same manner and to the same extent as the Owner would have been bound. Such merging or demerging entity shall, at its costs and expenses, be bound to enter upon any further agreement or power of attorney.

12.1.5 That the Owners shall not cause any interference or hindrance in the modification/addition/alteration of Building Plans in terms hereof, construction and development at the Subject Property and/or at the Project Site by the Developer and/or Transfer of the Transferable Areas and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.

12.1.6 That the Owners shall ensure that it shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement and shall keep the Developer and all persons deriving right from the Developer fully saved harmless and indemnified from and against all losses, damages, costs, claims, demands, actions or proceeding that may be suffered or incurred by them or any of them in this regard.

12.1.7 The Owners will bear and pay any tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force on the Owners' Share of Realization.

12.1.8 The Owner has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

12.2 **COVENANTS BY THE DEVELOPER:** The Developer do hereby covenant with the Owners as follows:-

12.2.1 The Developer agree not to do any act deed or thing whereby any right or obligation of the Owners hereunder may be affected or the Owners are prevented from making or proceeding with the compliance of the obligations of the Owners hereunder.

12.2.2 The Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.

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12.2.3 The Developer shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Owners but may enter upon joint venture, collaboration, tie-up with any person and also to appoint sub-developer as the Developer may deem fit and proper. However the obligations of the Developer hereunder shall not be affected thereby.

13 FORCE MAJEURE: Notwithstanding anything elsewhere to the contrary contained in this Agreement, the parties hereto shall not be considered to be in default in performance of the obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force majeure and time for performance shall remain suspended during the duration of the force majeure.

14 POWERS OF ATTORNEY:

14.1 The Owners shall with the execution of these presents execute and/or register one or more Powers of Attorney in favour of the Developer and/or the Developer' nominated persons being namely Mr. Raj Kumar Agarwal and/or Mr. Dipak Kumar Agarwal or such other person as may be nominated from time to time granting all necessary powers and authorities to effectuate and implement this Agreement (including for preparation and sanction of the revised Building Plans, construction and development of the Building Complex and for sale or otherwise transfer of the Transferable Areas and all share right title and interest of the Owners in the Building Complex) and also otherwise under this Agreement and agree that the same shall subsist during the subsistence of this Agreement. The earlier power of attorney dated 27th January 2018 shall stand superceded by the Power of Attorney to be executed in pursuance hereof.

14.2 It is understood that to facilitate the Building Complex, various acts deeds matters and things not herein specified may be required to be done by the Developer for which the Developer may need the authority of the Owners for making or signing of various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

K. S. S.

Attorney

- 14.3 The said power or powers of attorney to be so granted by the Owners to the Developer and/or its nominee/s shall form an integral part of this Agreement and the Owners shall not be entitled to modify or alter the same without the prior written consent of the Developer.

15 UNSOLD AREAS:

- 15.1 In case upon expiry of 90 (ninety) days from the date of Completion of Construction of the Building Complex there be or remain unsold Transferable Areas or in case at any time prior thereto, the parties by mutual consent agree to divide and allocate separate areas in the Building Complex, then the following allocations and terms and conditions shall apply:-

- 15.2 The Developer and the Owners (in the Internal Agreed Proportion) would be allocated and be entitled to identified units or portions of the Transferable Areas remaining unsold as per the Agreed Ratio.

- 15.3 The location of the Units and other Transferable Areas to belong to the Owners jointly and in their Internal Agreed Proportion and the Developer would be mutually finalized by the parties and the areas to be allotted separately to the Owners and the Developer respectively shall thenceforth be the Owners' Allocation and the Developer's Allocation respectively. The Owners shall be entitled to deal with and/or Transfer the Owners' Allocation and to receive and Appropriate the Realizations in respect thereof exclusively and the Developer shall be entitled to deal with and/or Transfer the Developer's Allocation and to receive and Appropriate the Realizations in respect thereof exclusively. The Owners would be entitled to proportionate undivided share in the land and the Common Areas and Installations as properties attributable and appurtenant to the separately allotted Owners' Allocation and would be liable to convey and transfer their proportionate share in the land to the Transferees nominated by the Developer in respect of the separately allotted Developer's Allocation.

16 GENERAL:

- 16.1 **ENTRY:** As a purpose incidental to carrying out the development of the Subject Property in terms hereof, the Owners shall allow the Developer to enter upon and carry out necessary works without either delivery or acceptance of any form of possession by the Owners to the Developer. It is hereby expressly agreed by and between the parties hereto that the possession of the Subject Property shall not be given or intended to be given to the Developer under any circumstances whatsoever including in part performance as contemplated by Section 53A of the

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Transfer of Property Act 1882 read with Section 2 (47)(v) of the Income Tax Act 1961. It is expressly agreed and declared that the possession, juridical or otherwise, of the Subject Property shall always remain vested in the Owners.

- 16.2 **PROPERTY TAXES AND OUTGOINGS:** Till the date of execution hereof all taxes and outgoings (including arrears) on account of municipal/property tax, land tax and other outgoings shall be borne and paid by the Owners and those arising for the period hereafter and until Completion of Construction shall be borne and paid by the Developer Provided That upon construction of any phase of development at the Subject Property, all taxes and outgoings shall be borne paid and discharged by the Transferees and for non alienated areas by the parties hereto in the Agreed Ratio.
- 16.3 **GST AND TDS:**
- 16.3.1 The parties shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances as well as Goods and Service Tax in respect of their respective rights, benefits and obligations under or arising out of this agreement. As for the Transferable Areas, the Developer shall be solely responsible for the compliances of collection and deposit of Goods and Service Tax. If there be any statutory requirement which obliges the Owners to register or pay, then the Owners shall comply with same.
- 16.3.2 Save those agreed to be complied with by the Developer hereunder, the parties shall respectively discharge statutory compliances in respect of Goods and Service Tax collections or payments and any other statutory compliance in respect of this agreement.
- 16.4 **REAL ESTATE LAWS:** The Developer shall comply with all necessary requirements under the Real Estate Laws and required to be complied with by a developer of a building and the Owners shall co-operate and assist the Developer in respect thereof and shall also comply with all necessary requirements under the Real Estate Laws required to be complied with by a land owner.
- 16.5 **OWNERS' NAMED REPRESENTATIVE:** Unless changed by the Owners hereafter in writing, Mr. Raj Kumar Agarwal son of Late Chhote Lal Agarwal residing at Green Wood Sonata, 13 & 14A, Tower No. 3, Near City Centre - 2, Post Office and Police Station New Town, Kolkata-700157 shall be the Owners' Representative and shall be and is hereby authorized by the respective Owners to deal with the Developer in all matters involving the Project. The acts of the said

Owners' Named Representative in all matters referred to herein shall bind the Owners.

- 16.6 **FINAL DECISION IN RESPECT OF MATTERS TO BE CONSULTED:** Except as specifically provided in this Agreement to the contrary, in all those matters agreed to be decided or carried out by the Developer in consultation with the Owners, if there is any dispute or lack of consensus on any point or issue, the decision of the Developer on such point or issue shall be final and binding on the Owners.
- 16.7 **INDEMNITY BY OWNERS:** At all times hereafter the Owners hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owners being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owners.
- 16.8 **INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to any representation of the Developer being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.
- 16.9 **NO PARTNERSHIP OR AOP:** The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an Association of Persons (AOP).
- 16.10 **NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Subject Property at present in favour of the Developer.
- 16.11 **WAIVERS:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require





performance of that provision. A waiver on any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.

16.12 **SUPERCESSION:** All previous agreements, understanding and contracts oral or written between the parties stand superceded by this agreement and the parties shall not rely upon any terms and conditions contained in any previous agreement, understanding or contract which are contrary to or inconsistent with those contained in this Agreement. This Agreement shall apply with effect from the Appointed Date and only this agreement shall be referred to by the parties to in respect of the terms and conditions agreed between the parties. It is clarified that :

- (a) The parties shall respectively be entitled to the benefits of all acts done by them respectively under or pursuant to the any previous agreement, contract or understanding.
- (b) The execution of this agreement shall not invalidate any act, deed or thing by the parties under or pursuant to any previous agreement, contract or understanding.

16.13 **PART UNENFORCEABILITY:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

16.14 **MODIFICATIONS:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owners and the Developer.

16.15 **EXECUTION IN DUPLICATE:** This Agreement is being executed in Duplicate, one copy each whereof shall be retained by the Owners, and the Developer and each copy whereof shall be deemed to be the original.





- 16.16 **CHANGE IN CONSTITUTION:** It is further expressly clarified that notwithstanding any amalgamation, merger, demerger etc., of any of the parties, this Agreement as well as the Power's of Attorney to be executed by the parties in pursuance hereof, shall remain valid and effective and automatically bind all the successors or successors-in-office of the parties.
- 16.17 **NAME:** The Building Complex at the Project Site shall be known as "Amby Gateway" or by any other name as he decided by the Developer.
- 17 DEFAULTS:**
- 17.1 If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this Agreement or to extend full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to its other rights hereunder.
- 17.2 The parties will refer to any disputes or differences between them to the Arbitration Tribunal as morefully provided hereinafter and accept and abide by the award made therein.
- 18 NOTICES:** All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of despatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.
- 19 ARBITRATION:** All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/or the Subject Property or determination of any liability shall be referred to arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being in force. In connection with the said arbitration, the parties have agreed and declared as follows:

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19.1.1. The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.

19.1.2. The Arbitration Tribunal will be at liberty to give interim orders and/or directions.

19.1.3. The parties agree to abide by all their directions and/or awards and not to challenge the same in any manner whatsoever or howsoever.

- 20 JURISDICTION:** Only the Calcutta High Court and those having territorial jurisdiction over the Subject Property shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

SECTION-IV # SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(SUBJECT PROPERTY)

ALL THAT pieces or parcels of land admeasuring 292.04 Satak or 2.9204 acre more or less equivalent to 11818.43 sq. mt. more or less situate lying and being entire (1) R.S. and L.R. Dag No.232 (165 satak more or less) 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 (10 satak more or less) recorded in L.R. Khatian No.1274 and 2311, (3) R.S. and L.R. Dag No. 249 (2 satak more or less) recorded in L.R. Khatian No. 1863, (4) R.S. and L.R. Dag No. 250 (1 Satak more or less) recorded in L.R. Khatian No. 1901, (5) R.S. and L.R. Dag No. 251 (1 Satak more or less) recorded in L.R. Khatian No. 1901, (6) R.S. and L.R. Dag No. 252 (3 Satak more or less) recorded in L.R. Khatian No. 1899, (7) R.S. and L.R. Dag No.234 (3 satak more or less) recorded in L.R. Khatian No. 1902 and a divided and demarcated portion of (8) R.S. and L.R. Dag No. 199 (17.69 satak more or less out of 47 satak) recorded in L.R. Khatian Nos. 1844 and 1893, (9) R.S. and L.R. Dag No.205 (3 satak more or less out of 16 satak) recorded in L.R. Khatian No. 1902 (10) R.S. and L.R. Dag No.218 (26.5 satak more or less out of 56 satak) recorded in L.R. Khatian No.1276, (11) R.S. and L.R. Dag No.227 (16.5 satak more or less out of 33 satak) recorded in L.R. Khatian No. 1276 (12) R.S. and L.R. Dag No. 233 (2.89 satak out of 37 satak) recorded in L.R. Khatian No. 1902, (13) R.S. and L.R. Dag No.235 (37.32 satak more or less out of 49 satak) recorded in L.R. Khatian Nos. 1274, 1581, 1900, 1894, 1892, 1824, 2293, 1825, (14) R.S. and L.R. Dag No.248 (1.22 satak more or less out of 2 satak) recorded in L.R. Khatian No. 1899 (15) R.S. and L.R. Dag No. 253 (0.92 satak more or

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less out of 2 satak) recorded in L.R. Khatian No. 1899 and (16) R.S. and L.R. Dag No. 254 (1 satak out of 3 satak) 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, 9, 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), in the District of North 24 Parganas, Pin Code 700145 and delineated in the plan annexed hereto duly bordered thereon in 'RED' and butted and bounded as follows:-

- | | |
|----------------------------|--|
| (i) On the North : | Partly by Biswa Bangla Sarani and partly by RS Dag Nos. 231, 233, 237 and 259 and partly by portion of RS Dag Nos. 199, 227 and 235; |
| (ii) On the South : | Partly by each of RS Dag Nos. 217, 242, 237, 238, 240 and 204 and partly by portion of RS Dag Nos. 233, 235 and 199; |
| (iii) On the East : | Partly by RS Dag Nos. 240, 242, 239 and partly by portion of RS Dag Nos. 227, 254, 253, 248 and 235. |
| (iv) On the West : | Partly by each of RS Dag No. 201, 202, 203, 204, 219 and 238 partly by portion of RS Dag Nos. 233, 199 and 205; |

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished. Be it mentioned that the total constructed area at the Subject Property is 12000 square feet more or less.

THE SECOND SCHEDULE ABOVE REFERRED TO:**(COMMON AREAS AND INSTALLATIONS)****21. Tentative Common Areas and Installations:****21.1. Common Areas & Installations at any New 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 New 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 New 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 New Building.
- (vi) Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the New Building.
- (vii) All service Shafts & Ducts.
- (viii) Portion of Roof as may be identified by the Developer as Common Roof of the New building subject to the exceptions and reservations of the Developer.
- (ix) Toilets and changing area, if any in the ground floor of the New building.
- (x) Fire Detection & Protection System, Fire Refuge Platform and Fire Staircase as per WBF&ES recommendation.
- (xi) Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas of the New building.

PART-II**21.2. Common Areas & Installations at the Building Complex:**

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

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being clarified that the Commercial Block may, at the discretion of the Developer 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 Developer.
- (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 Developer 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 WBFTS rules and norms.
- (x) Landscape Garden.
- (xi) Waste Compost Plant.
- (xii) Water and sewage treatment plant.
- (xiii) Pump rooms.
- (xiv) All other rooms and areas for common services.
- (xv) Firefighting system with sprinklers and smoke detectors in the Common Areas in the New Building at the Project all as per norms.
- (xvi) Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas of the Project.

THE THIRD SCHEDULE ABOVE REFERRED TO :

SPECIFICATIONS

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PART A**(SPECIFICATIONS AMENITIES AND FACILITIES FOR THE APARTMENT)****A. LIVING/DINING :-**

- a. Flooring - Vitrified Tiles.
- b. Wall - Putty (Ready to paint).
- c. Ceiling - Putty (Ready to Paint).
- d. Main Door - Sal Wood frame with flush door.
- e. Internal Doors - Sal wood frame with flush door.
- f. Windows/Glazing - Aluminium Windows with toughened glass.
- g. Electrical - Modular switches with copper wiring.
- h. Distribution Board - Reputed Make.

B. BEDROOMS :-

- a. Flooring - Vitrified Tiles.
- b. Wall - Putty (Ready to Paint).
- c. Ceiling - Putty (Ready to Paint).
- d. Internal Doors - Sal wood frame with flush door.
- e. Windows/Glazing - Aluminium Windows with toughened glass.
- f. Electrical - Modular switches with copper wiring.

C. BALCONY :-

- a. Flooring - Vitrified Tiles.
- b. Door - Aluminium sliding doors with toughened glass.
- c. Railing - Glass designed to match exterior elevation.

D. KITCHEN :-

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- a. Flooring - Anti Skid tiles.
- b. Wall - Ceramic tiles upto 2ft height above the counter.
- c. Ceiling - Putty (Ready to paint).
- d. Windows/Glazing - Aluminium windows with toughened glass.
- e. Counter - Granite Slab.
- f. Electrical - Modular switches with copper wiring.
- g. Plumbing - Hot and cold water provision.

E. TOILETS :-

- a. Flooring - Anti Skid tiles.
- b. Wall - Ceramic tiles.
- c. Ceiling - Putty (Ready to Paint).
- d. Windows /Glazing - Aluminium glass Louver.
- e. Sanitaryware - Reputed Make.
- f. CP Fitting - Reputed Make.

PART B

(SPECIFICATIONS AMENITIES AND FACILITIES FOR THE BUILDING COMPLEX)

- A. BUILDING:** Reinforced Cement Concrete (RCC) frame structure.
- B. WALL FINISH:** AAC Block wall with plaster finish
- C. LIFT:** Reputed make with Automatic Rescue Device (ARD).

THE FOURTH SCHEDULE ABOVE REFERRED TO:

EXTRAS AND DEPOSITS

22. **EXTRAS** shall include:

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- (i) Additions or alterations made in the flat at the instance of the buyers
- (ii) Any type of taxes like GST, local taxes and any other statutory levy or tax etc., payable to any government authority or local body (without however affecting the provisions in respect thereof under the operative part of the agreement above).
- (iii) Any EDC/IDC charges payable to any government authority or any local body etc.
- (iv) All costs, charges and expenses on account of bringing electricity lines/connections, HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider.
- (v) Security or any other deposit (including minimum deposits or any deposit by any name called) and all amounts or increases thereof payable to the electricity service provider for electricity water and any other connection or service at the Building Complex.
- (vi) All costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Building Complex.
- (vii) Betterment fees, development charges, and other levies taxes duties and statutory liabilities that may be charged on the Subject Property or the Buildings or the Units or on their Transfer or construction partially or wholly, as the case may be.
- (viii) Cost of formation of Association/service maintenance company/society.
- (ix) **DEPOSITS** (which shall be interest free) shall include Deposit on account of maintenance charges, electricity, water, other facilities, common expenses, rates and taxes, sinking fund etc.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

CHAIN OF TITLE

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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

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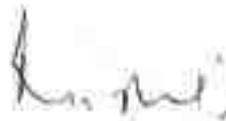
- 1.2 **9.92 Satak Part:** One Motilal Bibi was the sole and absolute owner of All That piece and parcel of land containing an area of 11 satak or 0.11 acre more or less situate lying at and being comprised in a portion of the said R.S. Dag No. 199 recorded in R.S. Khatian No. 306 in Mouza - Atghara, 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 1 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 1 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 1 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 Ralyut 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 municippl 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 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 I.R. Dag No. 199) stood

K. M. Dhankiran

transferred to and vested in the said Aryavrat Savings Unit 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 - Alghara, 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 1 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 Jhunjhunwala 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 1 CD 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 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 - Atghara, 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, Bidhanagar 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.

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- 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 Jufar 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 Rabiyannessa 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 Khatun, Acchia Khatun 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.

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- 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. Khatian No. 146 in Mouza - Atghara, 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, Mahendra 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

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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 Kolay, 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.

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- 5.4.1.6 Sale deed dated 24th June 1999 and executed by the said Binapani Karmakar and registered in Book No. 1, 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. 1, 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. 1, 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. 1, 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 Surmistha Kolay, Papiya Ghosh, Gopa Datta and Mala Datta and registered in Book No. 1, 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 1, 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 Purganas 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.

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- 5.6.1 Sale Deed executed by Aryavrat Savings Unit Limited in Book No. 1, 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. 1, 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. 1, 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. 1, 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. 1, 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

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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 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 L.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, 9, 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

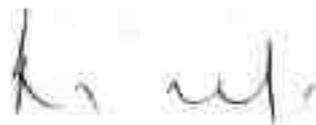
- 5.7.1 The name of W.E. Engineering Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 3081.
- 5.7.2 The said Aryavrat Savings Unit Limited was subsequently converted to a Private Limited Company vide Fresh Certificate 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. 22 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 1 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.

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- 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 Napura.
- 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 Mahammed 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 chittaek 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 Mahammed 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

Kiran Jhunjhunwal  

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 – 37.32 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 Bholanath Gyain for the consideration therein mentioned sold, conveyed and transferred 27.35 Satak (out of which 24.50 Satak is subject matter of Subject Property) 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. 1, 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.



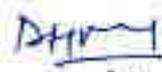


- 8.3.2 By a sale deed registered in Book No. 1, Volume No. 72, Pages 357 to 372 Being No. 3553 for the year 1988 executed by Samir Kumar Gyain, Sanjoy Gyain, Amiya Kumar Gyain and Ashim Kumar Gyain in favour of Mina Jaiswal containing an area of 4 cottah 8 chittack and 9 square feet more or less.
- 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 Bholanath 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

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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 Kanchan 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 Remu 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

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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. I 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. I 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. I 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. I 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 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

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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 Bidhanagar 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/505, 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), Bl-A, Lokmath Park, Atghara

- 8.22 The name of Dynamic Belting Private Limited has been changed to the current name of Owner No. 12 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. 1, 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 Rampati Devi Jaiswal the Dag 236 Property, absolutely and forever.

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Atghara

- 9.4 By a Sale Deed dated 31st January 2006. 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 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.

K. Mondal

Sanjay Singh

- 10.5 By a Sale Deed dated 28th February 2013 and registered with the Additional District Sub-Registrar, Rajarhat in Book 1 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 Pargannas 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 1 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

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Rahim Tarafdar, Abdur Rahaman Tarafdar and Abdul Haman 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 Haman 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 1 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")**

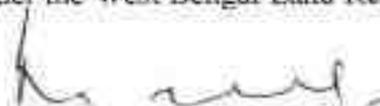
- 14.1 One Sowkat Ali Mondal, Chadel Ali Mondal, Chayam Ali Mondal, Arfan Ali Mondal and Golam Ali Mondal (also known as Aju Rahman) were the full and absolute owners of the All That piece and parcel of land containing an area of 3 satak or 0.03 acre more or less situate lying at and being comprised 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.

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- 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 Napura.
- 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. 49 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.

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- 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 Subject Property), 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 Bidhamagar Municipal Corporation under municipal holding No. 516, ward - 09(O)/12N Block No - C,516, Atghara Napara.

- 17 By an agreement dated 13th December 2017 made between the said Betterman Engineers Private Limited as the Owner therein and the Developer herein therein also as the Developer 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 Developer has been granted the exclusive right to develop a part of the said R.S. and L.R. Dag No. 235 measuring 4.44 satak on the terms and conditions therein contained.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(INTERNAL AGREED PROPORTION)

SL No.	Name of the Owners	%AGE OF EACH OWNERS OUT OF TOTAL 100%
1.	AMBEY COMPLEX PRIVATE LIMITED	3.05
2.	AMBEY PLAZA PRIVATE LIMITED	3.77
3.	AMBEY APARTMENT PRIVATE LIMITED	3.77
4	AMBEY TOWERS PRIVATE LIMITED	4.10
5	AMBEY HIRISE PRIVATE LIMITED	4.10
6	AMBE COMMOTRADE PRIVATE LIMITED	3.55
7	ARYAVRAT INFRASTRUCTURE PRIVATE LIMITED	3.65
8	ARYAVRAT APARTMENT PRIVATE LIMITED	3.77
9	ARYAVRAT ENCLAVE PRIVATE	3.77

K. S. Sanyal

	LIMITED	
10	ARYAVRAT PLAZA PRIVATE LIMITED	4.10
11	ARYAVRAT SAVING UNIT PRIVATE LIMITED	7.62
12	AMBHEY MATA HOLDINGS PRIVATE LIMITED	2.83
13	AMBHEY MATA CAPITAL PRIVATE LIMITED	5.14
14	JAINEX PROPERTIES PRIVATE LIMITED	4.61
15	PRATIBHA NIKETAN PRIVATE LIMITED	2.10
16	SIMPLEX ENCLAVE PRIVATE LIMITED	3.77
17	SIMPLEX APARTMENT PRIVATE LIMITED	3.77
18	SIMPLEX NIRMAN PRIVATE LIMITED	5.48
19	SIMPLEX TOWERS PRIVATE LIMITED	4.11
20	SIMPLEX MANSION PRIVATE LIMITED	4.11
21	SIMPLEX NIKETAN PRIVATE LIMITED	4.11
22	SIMPLEX LAND AND HOUSING DEVELOPMENT PRIVATE LIMITED	14.72

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(OWNERSHIP OF OWNERS)

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Sl. No.	Name of the Owners	Ownership in Sataks
1.	AMBEY COMPLEX PRIVATE LIMITED	8.89
2.	AMBEY PLAZA PRIVATE LIMITED	11
3.	AMBEY APARTMENT PRIVATE LIMITED	11
4.	AMBEY TOWERS PRIVATE LIMITED	12
5.	AMBEY HIRISE PRIVATE LIMITED	12
6.	AMBEY COMMOTRADE PRIVATE LIMITED	10.36
7.	ARYAVRAT INFRASTRUCTURE PRIVATE LIMITED	10.66
8.	ARYAVRAT APARTMENT PRIVATE LIMITED	11
9.	ARYAVRAT ENCLAVE PRIVATE LIMITED	11
10.	ARYAVRAT PLAZA PRIVATE LIMITED	12
11.	ARYAVRAT SAVING UNIT PRIVATE LIMITED	22.26
12.	AMBEY MATA HOLDINGS PRIVATE LIMITED	8.26
13.	AMBEY MATA CAPITAL PRIVATE LIMITED	15
14.	JAINEX PROPERTIES PRIVATE LIMITED	13.47
15.	PRATIBHA NIKETAN PRIVATE LIMITED	6.14

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Sharma

16	SIMPLEX ENCLAVE PRIVATE LIMITED	11
17	SIMPLEX APARTMENT PRIVATE LIMITED	11
18	SIMPLEX NIRMAN PRIVATE LIMITED	16
19	SIMPLEX TOWERS PRIVATE LIMITED	12
20	SIMPLEX MANSION PRIVATE LIMITED	12
21	SIMPLEX NIKETAN PRIVATE LIMITED	12
22	SIMPLEX LAND AND HOUSING DEVELOPMENT PRIVATE LIMITED	43
		292.04

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

SIGNED SEALED AND DELIVERED by the withinnamed OWNERS at Kolkata in the presence

of
 Navin Sharma
 Navin Sharma
 27, Keshavnagar Garia Road,
 Kol-7.
 Subhas Nandan

AMBEY PLAZA PRIVATE LIMITED

Goutam Paul

Directors

(AMBEY PLAZA PRIVATE LIMITED)

AMBEY COMPLEX PRIVATE LIMITED

Goutam Paul

Director

(AMBEY COMPLEX PRIVATE LIMITED)

AMBEY APARTMENT PVT LTD

Goutam Paul

Director

(AMBEY APARTMENT PRIVATE LIMITED)

AMBEY TOWERS PRIVATE LIMITED

Goutam Paul

Director

(AMBEY TOWERS PRIVATE
LIMITED)

AMBEY HIRISE PRIVATE LIMITED

[Signature]

Director

Authorized Signatory
(AMBEY HIRISE PRIVATE LIMITED)

AMBE COMMOTRADE PVT. LTD.

[Signature]
Director

(AMBE COMMOTRADE PRIVATE
LIMITED)

ARYAVRAT INFRASTRUCTURE PVT. LTD.

[Signature]
Director

(ARYAVRAT INFRASTRUCTURE
PRIVATE LIMITED)

ARYAVRAT APARTMENT PVT. LTD.

[Signature]
Director

(ARYAVRAT APARTMENT PRIVATE
LIMITED)

ARYAVRAT ENCLAVE PVT. LTD.

[Signature]
Director

(ARYAVRAT ENCLAVE PRIVATE
LIMITED)

ARYAVRAT PLAZA PVT. LTD.

Goutam Paul

Director

(ARYAVRAT PLAZA PRIVATE
LIMITED)

Aryavrat Savings Unit Pvt. Ltd.

[Signature]
Director

(ARYAVRAT SAVINGS UNIT
PRIVATE LIMITED)

AMBEY MATA HOLDINGS PRIVATE LIMITED

[Signature]

DIRECTOR

(AMBEY MATA HOLDINGS PRIVATE
LIMITED)

JAINEX PROPERTIES PVT. LTD.

[Signature]

Authorized Signatory
(JAINEX PROPERTIES PRIVATE
LIMITED)

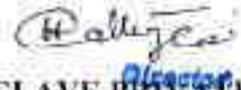
PRATIBHA NIKETAN PVT. LTD.



Director

(PRATIBHA NIKETAN PRIVATE LIMITED)

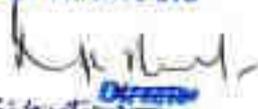
SIMPLEX ENCLAVE PRIVATE LIMITED



Director

(SIMPLEX ENCLAVE PRIVATE LIMITED)

SIMPLEX APARTMENT PRIVATE LTD



Director

Authorised Signatory
(SIMPLEX APARTMENT PRIVATE LIMITED)

SIMPLEX NIRMAN PRIVATE LIMITED

Goutam Paul

Director

(SIMPLEX NIRMAN PRIVATE LIMITED)

SIMPLEX MANSION PRIVATE LIMITED

Goutam Paul

Director

(SIMPLEX MANSION PRIVATE LIMITED)

SIMPLEX TOWERS PRIVATE LIMITED



Director

(SIMPLEX TOWERS PRIVATE LIMITED)

SIMPLEX NIKETAN PRIVATE LIMITED

Goutam Paul

Director

(SIMPLEX NIKETAN PRIVATE LIMITED)

SIMPLEX LAND & HOUSING DEVELOPMENT PVT. LTD.



Director

(SIMPLEX LAND & HOUSING DEVELOPMENT PRIVATE LIMITED)

AMBEY MATA CAPITAL PRIVATE LIMITED

[Handwritten Signature]
DIRECTOR

(AMBEY MATA CAPITAL PRIVATE LIMITED)

SIGNED SEALED AND DELIVERED

by the withinnamed **DEVELOPER** at Kolkata in the presence of:

Navin Sharma
Sudhanu Mishra
C/O DSP LAW ASSOCIATES,
4D, Nicco House
2, Hare Street
Kolkata - 700001.

AMBEY REALTORS LLP

[Handwritten Signature]
Authorized Signatory
Designated Partner



Drafted by me:-
Pratik Bhowmik, Advocate
C/O DSP Law Associates
4D, Nicco House
1B & 2, Hare Street
Kolkata - 700001
F - 1415/2010.

RECEIPT AND MEMO OF CONSIDERATION

Received from the within named Developer the within mentioned sum of Rs. 11,00,000/- (Rupees eleven lakhs only) towards payment of the Security Deposit as follows:-

MEMO OF CONSIDERATION

S.L No.	By or out of UTR/Cheque Numbers	Date	Bank	Paid to	Amount (Rs.)
1.	254604	23.07.2021	IDBI Bank	AMBEY COMPLEX PRIVATE LIMITED	33550.00
2.	254605	23.07.2021	IDBI Bank	AMBEY PLAZA PRIVATE LIMITED	41470.00
3.	254606	23.07.2021	IDBI Bank	AMBEY APARTMENT PRIVATE LIMITED	41470.00
4.	254607	23.07.2021	IDBI Bank	AMBEY TOWERS PRIVATE LIMITED	45100.00
5.	254608	23.07.2021	IDBI Bank	AMBEY HIRISE PRIVATE LIMITED	45100.00
6.	254609	23.07.2021	IDBI Bank	AMBEY COMMOTRADE PRIVATE LIMITED	39050.00
7.	254610	23.07.2021	IDBI Bank	ARYAVRAT INFRASTRUCTURE PRIVATE LIMITED	40150.00
8.	254611	23.07.2021	IDBI Bank	ARYAVRAT APARTMENT PRIVATE LIMITED	41470.00
9.	254612	23.07.2021	IDBI Bank	ARYAVRAT ENCLAVE	41470.00

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				PRIVATE LIMITED	
10.	254613	23.07.2021	IDBI Bank	ARYAVRAT PLAZA PRIVATE LIMITED	45100.00
11.	254614	23.07.2021	IDBI Bank	ARYAVRAT SAVING UNIT PRIVATE LIMITED	83820.00
12.	254615	23.07.2021	IDBI Bank	AMBEY MATA HOLDINGS PRIVATE LIMITED	31130.00
13.	254616	23.07.2021	IDBI Bank	JAINEX PROPERTIES PRIVATE LIMITED	50710.00
14.	254617	23.07.2021	IDBI Bank	PRATIBHA NIKETAN PRIVATE LIMITED	23100.00
15.	254618	23.07.2021	IDBI Bank	SIMPLEX ENCLAVE PRIVATE LIMITED	41470.00
16.	254619	23.07.2021	IDBI Bank	SIMPLEX APARTMENT PRIVATE LIMITED	41470.00
17.	254620	23.07.2021	IDBI Bank	SIMPLEX NIRMAN PRIVATE LIMITED	60280.00
18.	254621	23.07.2021	IDBI Bank	SIMPLEX TOWERS PRIVATE LIMITED	45210.00
19.	254622	23.07.2021	IDBI Bank	SIMPLEX MANSION PRIVATE LIMITED	45210.00
20.	254623	23.07.2021	IDBI Bank	SIMPLEX NIKETAN	45210.00

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				PRIVATE LIMITED	
21.	254624	23.07.2021	IDBI Bank	SIMPLEX LAND AND HOUSING DEVELOPMENT PRIVATE LIMITED	161920.00
22.	254625	23.07.2021	IDBI Bank	AMBEY MATA CAPITAL PRIVATE LIMITED	56540.00
TOTAL					Rs.11,00,000/-

(Rupees Eleven Lakhs) only

WITNESSES:-

Navin Sharma
Sulhan Narayan

AMBEY COMPLEX PRIVATE LIMITED

Goutam Paul

Director

(AMBEY COMPLEX
PRIVATE LIMITED)

AMBEY PLAZA PRIVATE LIMITED

Goutam Paul

Director

(AMBEY PLAZA PRIVATE
LIMITED)

AMBEY APARTMENT PVT LTD

Goutam Paul

Director

(AMBEY APARTMENT
PRIVATE LIMITED)

AMBEY TOWERS PRIVATE LIMITED

Goutam Paul

Director

(AMBEY TOWERS PRIVATE
LIMITED)

AMBEY HIRISE PRIVATE LIMITED

[Signature]

Director

AUTHORIZED SIGNATORY
(AMBEY HIRISE PRIVATE
LIMITED)

1

AMBE COMMOTRADE PVT. LTD.

hsh
Director

(AMBE COMMOTRADE PRIVATE LIMITED)

ARYAVRAT INFRASTRUCTURE PVT. LTD.

Abhishek
Director

(ARYAVRAT INFRASTRUCTURE PRIVATE LIMITED)

ARYAVRAT APARTMENT PVT. LTD.

Abhishek
Director

(ARYAVRAT APARTMENT PRIVATE LIMITED)

ARYAVRAT ENCLAVE PVT. LTD.

Rajeev
Director

(ARYAVRAT ENCLAVE PRIVATE LIMITED)

ARYAVRAT PLAZA PVT. LTD.

Goutam Paul
Director

(ARYAVRAT PLAZA PRIVATE LIMITED)

Aryavrat Savings Unit Pvt. Ltd.

hsh
Director

(ARYAVRAT SAVINGS UNIT PRIVATE LIMITED)

AMBEY MATA HOLDINGS PRIVATE LIMITED

hsh
DIRECTOR

(AMBEY MATA HOLDINGS PRIVATE LIMITED)

JAINEX PROPERTIES PVT. LTD.

hsh
Director

AUTHORIZED SIGNATORY
(JAINEX PROPERTIES PRIVATE LIMITED)

PRA TIBHA NIKETAN PVT. LTD.

hsh
Director

(PRA TIBHA NIKETAN PRIVATE LIMITED)

SIMPLEX ENCLAVE PRIVATE LIMITED

Rajeev
Director

(SIMPLEX ENCLAVE PRIVATE LIMITED)

SIMPLEX APARTMENT PRIVATE LTD

[Handwritten Signature]

AUTHENTICATED SIGNATURE
(SIMPLEX APARTMENT
PRIVATE LIMITED)

SIMPLEX NIRMAN PRIVATE LIMITED

Goutam Paul

Director

(SIMPLEX NIRMAN
PRIVATE LIMITED)

SIMPLEX TOWERS PRIVATE LIMITED

[Handwritten Signature]

Director

(SIMPLEX TOWERS
PRIVATE LIMITED)

SIMPLEX MANSION PRIVATE LIMITED

Goutam Paul

Director

(SIMPLEX MANSION
PRIVATE LIMITED)

SIMPLEX NIKETAN PRIVATE LIMITED

Goutam Paul

Director

(SIMPLEX NIKETAN
PRIVATE LIMITED)

SIMPLEX LAND & HOUSING DEVELOPMENT PVT. LTD

[Handwritten Signature]

Director

(SIMPLEX LAND &
HOUSING DEVELOPMENT
PRIVATE LIMITED)

AMBHEY MATA CAPITAL PRIVATE LIMITED

[Handwritten Signature]

DIRECTOR

(AMBHEY MATA CAPITAL
PRIVATE LIMITED)

<i>Finger prints of the executant</i>					
 Goutam Paul					
	Little	Ring	Middle (Left)	Fore Hand)	Thumb
					
	Thumb	Fore	Middle (Right)	Ring Hand)	Little

<i>Finger prints of the executant</i>					
 Anand					
	Little	Ring	Middle (Left)	Fore Hand)	Thumb
					
	Thumb	Fore	Middle (Right)	Ring Hand)	Little

<i>Finger prints of the executant</i>					
 Anand					
	Little	Ring	Middle (Left)	Fore Hand)	Thumb
					
	Thumb	Fore	Middle (Right)	Ring Hand)	Little

<i>Finger prints of the executant</i>					
					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little

<i>Finger prints of the executant</i>					
					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little

<i>Finger prints of the executant</i>					
					
	Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
					
	Thumb	Fore	Middle (Right Hand)	Ring Hand)	Little

DATED THIS 23rd DAY OF JULY 2021

BETWEEN

AMBEY COMPLEX PRIVATE
LIMITED & ORS.

... OWNERS

AND

AMBEY REALTORS LLP

... DEVELOPER

AGREEMENT

DSP LAW ASSOCIATES
ADVOCATES
4D, NICCO HOUSE,
1B & 2 HARE STREET,
KOLKATA - 700001.