

FORMAT

AGREEMENT FOR SALE

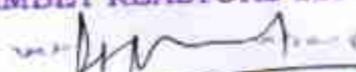
This Agreement for Sale (Agreement) executed on this \_\_\_\_\_ (date) day of \_\_\_\_\_ (Month), 2022.

By and Between

1 PROMOTER:

1.1 AMBEY REALTORS LLP, (having LLP IN AAD-6412) a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2008 having its registered office at PS IXL, Unit No. 205, 2<sup>nd</sup> Floor, Post Office Rajarhat Gopalpur, Police Station Baguiati, Kolkata – 700136

AMBEY REALTORS LLP

  
Designated Partner / Partners

having PAN ABCFA8196Q represented by its Designated Partner / Authorized Representative \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son of Mr. \_\_\_\_\_ of \_\_\_\_\_, Police Station \_\_\_\_\_, Post Office \_\_\_\_\_, Kolkata - \_\_\_\_\_ having PAN \_\_\_\_\_ authorized vide Board resolution dated \_\_\_\_\_; hereinafter referred to as the "PROMOTER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns);

AND

2 ALLOTTEE

2.1 \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ years, residing at \_\_\_\_\_ (PAN \_\_\_\_\_), hereinafter called the "ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include \_\_\_\_\_ heirs, executors, administrators, successors-in-interest and permitted assigns).

AND

3 OWNERS:

3.1 FIRST OWNERS:

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

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

3.1.3 SIMPLEX LAND & HOUSING DEVELOPMENT PRIVATE LIMITED (CIN - U45201WB1995PTC076123), a private company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O. - Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AACCS5138F;

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

3.2 SECOND OWNERS:

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

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

having PAN \_\_\_\_\_) and are hereinafter jointly referred to as "the OWNERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors-in-interest and assigns);

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

**WHEREAS:**

- A. The First Owners are the absolute and lawful owners of, amongst other properties, pieces or parcels of land admeasuring 2.9204 acre or 292.04 satak more or less in Mouza Atghara J.L. No. 10, Police Station Baguiati (formerly Rajarhat) within Ward No. 12 (formerly 09) of the Bidhannagar Municipal Corporation in the District of North 24 Parganas and the First Owners have appointed the Promoter as the developer thereof in whole or part and out of the same lands measuring 288.66 satak or 2.8866 acre or 11681.65 Square Meter more or less has been agreed to be developed by the Promoter in the first phase and the same is situate lying at and comprised in R.S. and L.R. Dag Nos. 199, 205, 218, 227, 232, 233, 234, 235, 236, 248, 249, 250, 251, 252, 253 and 254 in L.R. Khatian Nos. 1902, 1538, 1548, 1537, 1547, 1581, 1892, 1844, 1900, 1549, 1546, 1544, 1894, 2311, 1274, 1276, 1893, 1824, 2293, 1825, 1899, 1539, 1541, 1543, 1863, 1901, 1542, 1540, 1545 and 3081 in the said Mouza Atghara, J.L. No. 10, Police Station Baguiati (formerly Rajarhat) within Ward No. 12 (formerly 09) of the Bidhannagar Municipal Corporation in the District of North 24 Parganas described in Clause 2.1 of Schedule A ("First Owners' Land"). The description of the sale deed(s) and other devolution of title in respect of the said 2.9204 acre is mentioned in Schedule A hereto.
- A1 Previously the First Owners alongwith 18 other companies namely Ambey Complex Private Limited, Ambey Plaza Private Limited, Ambey Apartment Private Limited, Ambey Towers Private Limited, Ambey Hirise Private Limited, Ambe Commotrade Private Limited, Aryavrat Infrastructure Private Limited, Aryavrat Apartment Private Limited, Aryavrat Enclave Private Limited, Aryavrat Plaza Private Limited, Jainex Properties Private Limited, Pratibha Niketan Private Limited, Simplex Enclave Private Limited, Simplex Apartment Private Limited, Simplex Nirman Private Limited, Simplex Towers Private Limited, Simplex Mansion Private Limited, Simplex Niketan Private Limited (the said 18 Companies are hereinafter referred to as "the Pre-Substituted Owners") were the Owners of the First Owners' Land.
- A2 The Second Owner is the absolute and lawful owner of lands admeasuring 4.44 Satak or 0.0444 acre more or less equivalent to 179.68 sq. mt. more or less with a mutated area of 5 satak or 0.05 acre situate lying at and being a portion of R.S. and L.R. Dag No. 235 under L.R. Khatian No.2452 in the said Mouza Atghara described in Clause 2.2 of Schedule A ("Second Owner's Land") vide sale deed(s) and other devolution of title as mentioned in Schedule A hereto. The Second Owner has appointed the Promoter to develop the Second Owner's Land.
- A3 The Promoter is the common developer appointed by the First Owners and the Pre-Substituted Owners in respect of the development of the First Owners' Land and by the Second Owners in respect of the development of the Second Owner's Land altogether containing an area of 2.9310 acre of 293.10 Satak or 11861.28 Square metre more or less described in the Clause 1 of Schedule A ("Project Land") under the said two development agreements particulars whereof are mentioned in Part-VII of the Schedule A.
- A4 By an Order dated 20<sup>th</sup> May 2022 of National Company Law Tribunal Kolkata Bench-I, Kolkata the said Pre-Substituted Owners were amalgamated with the said Simplex Land & Housing Development Private Limited (the Owner No. 3.1.3 herein) and, inter alia, all tangible assets (including the share of the Pre-Substituted Owners in the First Owners' Land) and their entire rights and obligations under the Development Agreement dated 23<sup>rd</sup> July 2021 (including the

share in the Realizations) stood transferred to and vested in the said Simplex Land & Housing Development Private Limited, the Owner No. 3.1.3 hereto

- B. The Project Land is earmarked for the purpose of building partly residential and partly commercial project comprising multistoried apartment buildings and the said project shall be known as Ambey Gateway ("Project").
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding to development of the Project Land on which Project is to be constructed have been completed.
- D. The Intimation for commencement of construction of works relating to the Project has been submitted by the Promoter/Owners with the Bidhannagar Municipal Corporation and received by the Building Department, Bidhannagar Municipal Corporation on 01.02.2021;
- E. The Owners have obtained the final layout plans, sanctioned plans (for construction of seven Residential Blocks ("Buildings"/"Residential Buildings"), one Club House Block ("Club House Building") and one Mercantile Block ("Mercantile Building"/"Commercial Block")) sanctioned by Bidhannagar Municipal Corporation vide plan No. BMC/BPN/RG/352/80/17-18 (Serial Nos. 1 to 11), dated 16th October 2019) ("sanctioned building plans" which expression shall include all sanctions, vertical/horizontal extensions, modifications, integrations, revalidations and revisions made thereto, if any, from time to time by Bidhannagar Municipal Corporation and other concerned authorities), specifications and approvals for the Project and also for the apartment be from Bidhannagar Municipal Corporation. The Second Owner has been allocated specific units and parking spaces ["Second Owner's Allocation"] in one of the Residential Buildings to be constructed on the Project Land and save those allocated to the Second Owner, the Developer has exclusive rights to sell or otherwise Transfer the entire units, parking areas and other transferable spaces and rights in the remainder of the building Complex and to receive the price and other amounts in respect thereof. The Promoter agrees and undertakes that it shall not make any changes to these layout plans insofar as the same relates to the Buildings or any of them in the Project except as elsewhere herein contained and/or in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 ("Act") and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata on \_\_\_\_\_ under registration no. \_\_\_\_\_
- G. The Allottee had applied for a commercial unit/apartment in the Project vide application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_ ("Unit") having carpet area of \_\_\_\_ square feet alongwith balcony with a carpet area of \_\_\_\_ Square feet more or less, type \_\_\_\_, on the \_\_\_\_ floor in Block No. \_\_\_\_ ("Designated Building") along with Parking Facility for \_\_\_\_\_ to be used by the Allottee as permissible under the applicable law ("Parking Facility"), and of pro rata share in the common areas as mentioned in PART-IV of SCHEDULE A hereto and any other applicable areas defined under clause (n) of Section 2 of the Act comprised in the Project ("Common Areas"). (The Unit, the Parking Facility, if any and pro rata share of the Common Areas hereinafter collectively referred to as the "Designated Apartment" and the Unit is more particularly described in PART-II of Schedule A and the floor

plan of the Unit is annexed hereto and marked as Schedule B). The Designated Apartment does not form part of the Second Owner's Allocation<sup>1</sup>;

- H. <sup>2</sup>The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. Additional Disclosures/Details by the Promoter to the Allottee:
- a. For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot parking facility to the interested allottees applying for the same in an organized manner whereby each allottee shall be allotted, parking facility of the type applied by him in an identified dependent or independent space. Since different kinds of parking spaces have different costing, the Promoter has fixed different costs in respect of the different categories of parking space.
  - b. The other disclosures, details and additional terms are mentioned at several places in the Agreement and in the Schedules hereto and are agreed between the parties hereto.
  - c. The Allottee accepts and acknowledges all the disclosures, details and additional terms mentioned above and connected thereto and agrees not to raise any objection or dispute with regard thereto. The Allottee accepts that none of the aforesaid disclosures, details or terms affect the execution of the Project which is a building complex with its own common areas and amenities and in any event, the Allottee upon understanding the same and the intent and purport thereof doth hereby provide to the Promoter its express consent as required under Section 14 of the Real Estate (Regulation and Development) Act, 2016 and rules and regulations for the time being applicable in West Bengal in respect of all acts, deeds and things done or that may be done by the Promoter in connection with the aforesaid disclosures, details and additional/connected terms.
  - d. The Allottee is made aware that the Promoter may be required to obtain new/revised/amended environmental clearance from time to time and the Allottee hereby gives his irrevocable consent for Promoter to apply and obtain such new/revised/amended Environmental Clearance Certificate and that no separate and/or further consent will be required to be obtained by the Promoter from the Allottee in this regard.
  - e. The Promoter shall construct a Mercantile Building at the Project which shall contain Units for non residential use (including but not limited to ATM, banking, office, shop, restaurant, café, parlour etc.,) and shall include the separate entrance open spaces surrounding the same in addition to the right of access to the Commercial Block from the main common entrance of the Complex and the from the common driveway and

---

i. <sup>1</sup>Final agreement with Transferee shall be suitably modified in case the unit is within the Second Owner's Allocation

ii. <sup>2</sup> Note: Final agreement with Transferee shall be suitably modified in case the unit is in the Mercantile Building

passages and shall also include other areas relating to the Commercial Block that may be made exclusive for the use by all or any of the transferees of the Commercial Block and also include any Parking Spaces, open and covered spaces as the Promoter may identify earmark or demarcate as being exclusive to or for the non residential Units it being clarified that the Promoter may alter or vary the size or location of any areas, open and covered spaces connected to or for use by all or any transferee of Commercial Block and when so altered or varied, the altered or varied area shall form part of the Commercial Block.

- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms conditions, and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Designated Apartment and the parking (if applicable) as specified in clause G and the Second Owners hereby agree to confirm such sale in favour of the Allottee.
- II. **NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE as follows:-**

1. **TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Designated Apartment as specified in clause G and the Second Owners hereby agree to confirm such sale in favour of the Allottee
- 1.2 The Total Price (excluding Goods & Service Tax) for the Designated Apartment based on carpet area of the Unit is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) and the Other Costs and Deposits Amount is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) and Taxes of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) ("Total Price"):

Block No. _____	Rate of Apartment per square feet (to be derived from amounts as per carpet area).
Unit No. _____ Type Standard Floor _____	Rs. _____/-
Exclusive balcony or verandah	Included in Total Price above
Exclusive Open Terrace	Rs. _____/-
Parking -1	No Separate Charges

	Parking – 2	No Separate Charges
a)	Total Price (in rupees) without Taxes	Rs. _____ /-(Rupees _____ only)
	Taxes (The Goods and Service Tax and any other applicable tax on the Total Price shall be payable by the Allottee as per prevalent rates)	As per prescribed rates, currently being _____%, amounting to Rs. _____ /-(Rupees _____ only)
b)	Other Costs	
	b1) Transformer Charges & Electricity Charges (As per clause 11.2 (a))	
	b2) Diesel Generator Power Backup-Generator charges for limited back up (As per clause 11.2 (b))	
	b3) Club Charges (As per clause 11.2 (c))	
	b4) AC Copper Wiring & Cabling Charges (As per clause 11.2 (d))	
	b5) Association Formation Charges (As per clause 11.2.2 (a))	
	b6) Legal and Documentation Charges (As per clause 11.2.2 (b))	
	b7) Others	(As per clauses 11.2.2 (c) to 11.2.2 (i))
c)	Deposits	
	c1) Advance Maintenance Charges (As per clause 11.2.1 (a))	
	c2) Interest Free Maintenance Deposit/Sinking Fund (As per clause 11.2.1 (b))	
	c3) Municipal Deposit (As per clause 11.2.1 (c))	
	Taxes (The Goods and Service Tax and any other applicable tax on the Other Costs and Deposits Amount shall be payable by the Allottee as per prevalent rates)	As per prescribed rates, currently being _____%, amounting to Rs. _____ /-(Rupees _____ only)
	Total Price in Rupees	Rs. _____ /-(Rupees _____ only)
	Aggregate of amounts mentioned in Sl. Nos. b1 to b6 and c1 to c3 referred to as "Other Costs and Deposits Amount"	

Explanation:

- (i) The Total Price and Taxes and Other Costs and Deposits Amount above includes the booking amount paid by the Allottee to the Promoter towards the Designated Apartment and the Promoter<sup>2</sup> shall receive the Total Price in terms of the First Development Agreement;
- (ii) The Total Price above includes Taxes payable by the Allottee and also include taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Unit to the Allottee and/or date of sale deed in favour of the Allottee.

Provided that in case there is any change / modification in the Taxes payable by the Allottee, the subsequent amount payable by the Allottee to the promoter shall be increased/reduced based on such change / modification;

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 days of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
  - (iv) The Total Price of Designated Apartment includes: 1) pro rata share in the Common Areas; and 2) cost of parking facility, if any, as provided in the Agreement.
  - (v) The Total Price and Taxes and Other Costs and Deposits Amount does not include those Other Costs whose amounts are not yet finalized including those mentioned in Clause 11.2.2 hereto and the same shall be payable by the Allottee additionally.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay or due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan applicable for Down Payment/Installment Payment\*\*\* Plan set out in PART-II of Schedule "C" ("Payment Plan").

[\*\* strike out inapplicable]

- 1.5 The Promoter<sup>3</sup> may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at such rate of percentage per annum if so and as may be mutually agreed between the Promoter and Allottee for the period by which the respective installment has been preponed. The provision, if any agreed, for allowing rebate and

---

i. <sup>2</sup> Note: Refer to Note 1 above

ii. <sup>4</sup> Note: Refer to Note 1 above

such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- 1.6 Except as disclosed to the Allottee in this Agreement (including in clause I above), it is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein in respect of the Unit, without the previous written consent of the Allottee.

Provided that the Promoter may, at its sole discretion, against extra costs payable by the Allottee make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area within the defined limit, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement or if no rate is specified then on pro rate basis.

- 1.8 Subject to clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Designated Apartment as mentioned below.

- (i) The Allottee shall have exclusive ownership of the Unit.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. Since the Share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with the Promoter, the Owners, other co-owners, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect including the House Rules. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act.
- (iii) That the computation of the price of the Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, fire detection and firefighting equipment in the common areas (if applicable) and includes cost for providing initial infrastructure necessary for the facilities, amenities and specifications as provided within the Project;

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Unit along with Parking Facility, if any, shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee and except as disclosed to the Allottee as per clause 'I' above. It is clarified that Project's

facilities and amenities as mentioned in PART-IV of SCHEDULE A hereto shall be available only for use and enjoyment of the allottees of the Project.

- 1.10 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Unit and the Parking Facility, if any, to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan (taken by the Promoter) and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Designated Apartment and created by the Promoter. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan (taken by the Promoter) and interest thereon before transferring the Unit and the Parking Facility, if any, to the Allottee, the Promoter agrees to be liable, even after the transfer of the Unit and the Parking Facility, if any, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.12 The Allottee has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as booking amount towards the Total Price of the Designated Apartment until the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules.

## 2 MODE OF PAYMENT

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones (except in cases of rebate in installments as per clause 1.5), the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of **AMBEY REALTORS LLP A/C AMBEY GATEWAY** payable at Kolkata. The Allottee understands and accepts that upon registration of the Project under RERA, the name of the account may change and such change of account name will be duly intimated to the Allottee by the Promoter. The First Owners shall have a share in only the Sale Price of the commercial unit/ apartment<sup>6</sup> and the Promoter<sup>7</sup> shall pay to

---

<sup>5</sup> Note:  
i. Refer to Note 1 above

<sup>6</sup> Note:  
i. As the case may be

<sup>7</sup> Note:  
ii. Refer to Note 1 above

- the First Owners, the share of the First Owners in the Sale Price, as per the ratio and terms agreed between them under the Development Agreement dated 23<sup>rd</sup> July 2021. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.
- 2.2 All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim nor to set up any other evidence regarding the payment.
- 2.3 The Tax Deductible at Source under the Income Tax Laws shall, if applicable, be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter or the Owner shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.
- 2.4 The Promoter has been empowered and authorized under the Development Agreement with the First Owners to receive all amounts from the Allottee. The Promoter and the First Owners shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allottee shall have no concern therewith. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Other Costs and Deposits Amount from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.
- 2.5 In case the Allottee committing any delay or default in any payment to be made to the Promoter hereunder, then without prejudice to the other rights and remedies of the Promoter in respect of such default hereunder or under law, the Promoter may appropriate the subsequent payments made by the Allottee on such head/s of the defaulted amount and interest applicable thereon and in such manner as the Promoter may deem fit and proper and the Allottee shall not raise any objection, dispute or claim in respect thereof.
- 3 **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**
- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the Statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter and the First Owners fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The

Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment/agreement of the Unit and Parking Facility, if any, applied for herein in any way and the Promoter<sup>8</sup> shall be issuing the payment receipts in favour of the Allottee only.

**4 ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Promoter<sup>8</sup> to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her payments in any other manner.

**5 TIME IS ESSENCE**

Time is the essence for the Promoter as well as the Allottee. The Promoter shall, subject to force majeure, abide by the time schedule for completing the project and handing over the Unit to the Allottee and the common areas in a phase wise manner to the association of the allottees after receiving the occupancy certificate. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Part-II of Schedule C ("Payment Plan").

**6 CONSTRUCTION OF THE PROJECT / APARTMENT:**

The Allottee has seen the specifications of the Unit and accepted the Payment Plan, floor plan, layout plans (annexed along with this Agreement) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Bidhannagar Municipal Corporation Building Rules and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7 POSSESSION OF THE DESIGNATED APARTMENT:**

**7.1 Schedule for possession of the said Designated Apartment-**

---

<sup>8</sup> Note:  
i. Refer to Note 1 above

<sup>9</sup> Note:  
i. Refer to Note 1 above

The Promoter agrees and understands that timely delivery of possession of the Unit is the essence of the Agreement. The <sup>10</sup>Promoter based on the approved plans and specifications assures to hand over possession of the Unit within \_\_\_\_\_ with a grace period upto 6 months unless there is delay or failure due to war, flood, drought, fire, cyclone, epidemic, pandemic, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes, impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment/agreement shall stand terminated and the Promoter shall <sup>11</sup>refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Unit to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/Maintenance In-charge/association of allottees, as the case may be. The Promoter, on its behalf shall offer possession of the Unit within \_\_\_ days of receiving the occupancy certificate\* of the Project/Building containing the Unit.

**7.3 Failure of Allottee to take Possession of Designated Apartment-**

Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Unit and the Parking Facility, if any, from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and/or required by the Promoter and the Promoter shall give possession of the Unit and the Parking Facility, if any, to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges and also all taxes and outgoings relating to the Designated Apartment and for all damages to the Designated Apartment and/or other parts of the building.

---

<sup>10</sup> Note:

- i. Refer to Note 1 above

<sup>11</sup> Note:

- i. Refer to Note 1 above

7.4 **Possession by the Allottee** - After obtaining the occupancy certificate and handing over physical possession of the Designated Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws.

7.5 **Cancellation by Allottee** - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to <sup>12</sup>forfeit the booking amount (i.e. 10% of the Total Price) paid for the allotment. The balance amount of money paid by the Allottee (other than Taxes paid by the Allottee and after deduction of GST on the forfeiture amount) shall be returned by the Promoter<sup>13</sup> to the Allottee within 45 days of such cancellation. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

7.6 **Compensation** - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

7.6.1 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Designated Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in clause 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Designated Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Unit and the Parking Facility, if any.

---

<sup>12</sup> Note:

i. Refer to No. 1 above

<sup>13</sup> Note:

ii. Refer to Note 1 above

## 8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Owners and Promoter hereby respectively represents and warrants to the Allottee as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the Project Land; the Promoter has requisite rights to carry out development upon the Project Land and the Owners have absolute, actual, physical and legal possession of the Project Land with license to the Promoter to carry out the Project thereon;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Designated Apartment and appertaining share in Project Land or in the Project except the Promoter has got a facility sanctioned by Aryavrat Financial Services Private Limited for providing loan to the Promoter for construction of the Project (hereinafter referred to as the "Financial Arrangement" which expression shall include any addition variation or modification of the loan so sanctioned and/or paid by the said Company or any other bank or financial institution to the Promoter) by mortgaging the Project Land and the construction;
- (iv) There are no litigations pending before any Court of law with respect to the Project Land, Project or the Designated Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Designated Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owners/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building and Designated Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Owners/Promoter have not entered into any agreement for sale (which is subsisting at present) and/or development agreement (save and except the Development Agreement) or any other agreement/arrangement with any person or party with respect to the Project Land including the Project and the said Designated Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owners/Promoter confirms that the Owners/Promoter are not restricted in any manner whatsoever from selling the Unit to the Allottee in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical <sup>14</sup>possession of the Unit and the Parking Facility, if any to the Allottee and the common areas to the association of allottees;
- (x) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the Completion Certificate has been issued.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received by or served upon the Promoter in respect of the Project Land and/or the Project.
- (xiii) That the Project Land is not Waqf property. ✓

## 9 EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the *Force Majeure* clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Unit to the Allottee within the time period specified. For the purpose of this clause 'ready to move in possession' shall mean that the Unit shall be in habitable condition which is complete in all respects as per specifications prescribed herein and occupancy certificate issued in respect thereof shall be conclusive proof thereof;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case the Allottee complies with his obligations under this Agreement and there is Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments linked to construction milestones to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked; or

---

<sup>14</sup> Note:

i. Refer to Note 1 above

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter<sup>15</sup> shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the commercial unit/apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over the possession of the Designated Apartment.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for consecutive two demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules from the date such demand notice was issued;
- (ii) In case of Default by Allottee to register the Conveyance Deed or in complying with any other condition mentioned in this Agreement despite receiving a prior 30 days written notice from the Promoter in respect thereof or any Default under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Apartment in favour of the Allottee and refund<sup>16</sup> the money paid to him by the Allottee after deducting the amount paid at or before the execution of this agreement and the interest liabilities and the taxes and stamp duty and registration fees of the Allottee with an option to pay the same directly to the bank account of the Allottee given at the time of application form and this Agreement shall thereupon stand terminated and the same shall be and be deemed to be sufficient discharge of the Promoter in respect of payment of such amounts.

9.4 Notwithstanding any contrary provisions, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be made of any amount paid by the Allottee on account of Taxes and/or stamp duty and registration charges incurred by the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

9.5 Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

---

<sup>15</sup> Note:

iii. Refer to Note 1 above

<sup>16</sup> Note:

iv. Refer to Note 1 above

## 10 CONVEYANCE OF THE SAID APARTMENT:

- 10.1 The Owner and the Promoter, on <sup>17</sup>receipt of the complete amount of the Total Price and Taxes and Other Costs and Deposits Amount and other charges in respect of the Designated Apartment under the Agreement from the Allottee, shall execute a conveyance deed to convey the title of the Unit together with the Parking Facility, if any and the Owners shall join in the Deed to concur confirm and assure such sale and to convey the proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate.
- 10.2 However, in case the Allottee fails to deposit the stamp duty and/or registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and payment of stamp duty and registration charges to the Promoter is made by the Allottee and on such Default the Allottee shall also be deemed to be under condition of default under clause 7.3 and 9.3 above. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

## 11 MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

- 11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees or any other Maintenance In-charge as per the House Rules. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Apartment.

### Clauses in relation to maintenance of Project, infrastructure and equipment:

- 11.2 **Other Costs and Deposits Amount:** The Allottee is since prior to allotment of the Designated Apartment to him, aware of applicability of Other Costs and Deposits on the following heads to be payable by the Allottee in addition to the price for the same:-
- (a) Allottee's share of the costs charges and expenses for procuring electricity connection by way of Transformer, Electric Sub-station for the Project, being the lumpsum of Rs. \_\_\_\_\_,00
  - (b) Allottee's share of the costs, charges, expenses for common generator and its accessories and providing for supply of power of about \_\_\_\_ KVA therefrom to the said Unit during WBSEDCL power failure, being the lump-sum of Rs. \_\_\_\_\_,00
  - (c) Allottee's share of costs, charges, expenses for the Club Facilities being a sum of Rs. \_\_\_\_\_,00
  - (d) AC Copper Wiring & Cabling Charges being a sum of Rs. \_\_\_\_\_,00
  - (e) Goods and Service Tax on the above amounts.

---

### <sup>17</sup>Note:

- i. Refer to Note 1 above

11.2.1 Deposits: The Allottee shall also pay and deposit and keep deposited the amounts on the following heads:

- (a) The Allottee shall deposit and/or keep deposited with the Promoter/Maintenance In-charge a sum of Rs. \_\_\_\_\_/- towards Deposit, free of interest, to remain in deposit with the Promoter to meet therefrom, in the event of default by the Allottee, in making payment of the maintenance charges and proportionate liability towards the other Common Expenses, municipal and other rates and taxes or any other outgoing relating to the Designated Apartment.
- (b) The Allottee shall pay to the Promoter a non-refundable deposit of Rs. \_\_\_\_\_/- towards provisional Sinking fund to meet therefrom such expenses as be necessary or incidental for the maintenance upkeep and running of the Common Areas.
- (c) The Allottee shall deposit and/or keep deposited with the Promoter an Interest Free Security Deposit of Rs. \_\_\_\_\_/-, as Municipal Tax Deposit refundable to the Allottee on separate assessment of the Designated Apartment by the municipal authority or adjusted against any other dues of the Allottee at the material time.

11.2.2 In connection with the Other Costs and Deposits Amount payable by the Allottee as aforesaid, it is agreed by and between the parties hereto that the same does not include the following amounts also forming part of Other Costs and Deposits which shall be payable by the Allottee additionally:-

- (a) Allottee's share of the proportionate costs and charges for formation of Association being a sum of Rs. \_\_\_\_\_
- (b) Documentation charges being a sum of Rs. \_\_\_\_\_/- out of which 50% shall be paid simultaneously with the execution hereof
- (c) Goods & Service Tax and any other tax, levy, cess by any name called (including S.T.C., Works Contract Tax, duties, levies and all other tax and imposition levied by the State Government, Central Government or any other authority or body from time to time) that may be applicable and/or imposed in future thereon and such taxes shall be additionally payable at the applicable rates by the Allottee and shall be paid proportionately, if levied as a whole on the Building or the Project and wholly, if levied specifically on the Designated Apartment (including those that may be applied with retrospective effect and/or those for which any recovery proceedings in consequence thereof are initiated). The Allottee further agrees that in case of any decrease/reduction in the applicable taxes the Promoter shall not be liable to refund or compensate the same to the Allottee in any manner whatsoever.
- (d) Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees.
- (e) Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaking due to any subsequent legislation / government order or directives or guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and firefighting equipment in the common areas only as prescribed in the existing fire fighting code/ regulations.
- (f) Security Deposit and the expenses as may be required by WBSEDCL or other electricity provider for individual meter in respect of the Designated Apartment directly with WBSEDCL or other provider and proportionate share of the security deposit in respect of the common meter/s in respect of the Common Areas.

- (g) **Stamp Duty and Registration Charges:** The Allottee shall have to mandatorily pay the applicable amount for Stamp Duty and Registration Charges and all other applicable charges in respect of this agreement and any future contracts in pursuance hereof and also the Conveyance Deed to be executed in pursuance hereof.
- (h) **Miscellaneous Registration Costs:** In addition to the above, a fixed miscellaneous charge for each instance of registration of this Agreement, any other contract and Conveyance Deeds shall be paid to the Promoter by the Allottee.
- (i) **Mutation Charges (post registration of sale deed)** as may be prescribed by the Promoter
- 11.2.3 The Deposit paid to the Promoter shall be held by the Promoter as interest free security deposit and unless any amount out of the same is adjusted due to non payment of the taxes and outgoings payable by the Allottee, the same or the unadjusted portion thereof shall be transferred to the Maintenance In-charge by the Promoter, save and except the Municipal Tax Deposit which is to be refundable to the Allottee or adjusted against non payment, as the case may be, in the manner mentioned in clause 11.2.1 (c) above.
- 11.3 None of the amounts of Additional Costs and Deposit bear any interest payable to Allottee nor are refundable except in the manner and to the extent applicable on termination of this agreement in terms hereof.
- 11.4 The Allottee shall pay the Other Costs mentioned above in similar installments as the consideration mentioned in Part-II of the Schedule C and with each payment of part of consideration a similar percentage in the amount of Other Costs shall also be paid by the Allottee to the Promoter.
- 11.4.1 The payment of all Deposits and proportionate costs and charges for formation of Association (as mentioned in clause 11.2.2 (a) above) and the balance Documentation charges (as mentioned in clause 11.2.2 (b) above) shall be made by the Allottee to the Promoter within 30 (thirty) days from date of receiving the intimation from the Promoter take possession of the Unit in terms of clause 7.3 above.
- 11.5 **Maintenance In-charge:**
- 11.5.1 **Association:** The Promoter shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 ("Association") by the allottees of the apartments in the Project and the Allottee hereby agrees to become a member of the Association and to sign, execute and register all documents required for formation of the Association and for its running and administration. The Promoter shall appoint consultants having knowledge in formation of Association and the Allottee agrees to do all acts, deeds and things as may required by such consultant within the stipulated times and to pay the proportionate costs of formation and operationalization of the Association.
- 11.5.2 **Maintenance Agency:** The Promoter shall appoint one or more agencies or persons ("Maintenance Agency") to look after the acts relating to the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common ("Common Purposes") on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day to day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Allottee.

- 11.5.3 **Maintenance In-charge** : Upon formation of the Association and its taking charge of the acts relating to the Common Purposes, the Association and until then mean the Promoter or any Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge ("**Maintenance In-charge**").
- 11.6 **Common Areas Related:**
- 11.6.1 The Building shall contain certain Common Areas as specified in SECTION I of PART-IV of the SCHEDULE A hereto and which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the said Building and other persons permitted by the Promoter.
- 11.6.2 The Project shall also contain certain Common Areas as specified in SECTION II of PART-IV of the SCHEDULE A hereto which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter.
- 11.6.3 The Commercial Block shall contain certain Common Areas as specified in SECTION III of PART-IV of the SCHEDULE A hereto and in case the Unit agreed to be purchased hereunder by the Allottee forms part of the Commercial Block, then and only in that event the Allottee shall have the right to use the common areas forming part of the Commercial Block in common with the Owners, the Promoter and other Co-owners of the Commercial Block and other persons permitted by the Promoter.
- 11.6.4 Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Allottee either independently or in common with any other Co-owner. In particular and without prejudice to the generality of the foregoing provisions of this clause, the Parking Spaces including the Mechanical Parking System shall not be, nor be claimed to be part of the Common Areas.
- 11.6.5 Upon construction of the Buildings, Club House Building and Mercantile Building or any one or more of them, the Promoter shall finally identify and demarcate portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified shall form part of the Common Areas.
- 11.6.6 The Owner/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees. If the formation of the Association does not take place prior to the agreed and/or prescribed date for execution or Conveyance Deed in respect of the Unit in favour of the Allottee, then the transfer of the share in the Common Areas may be completed in favour of the Allottee in trust and for the ultimate ownership of the Association and any related documentation and acts deeds and things shall be done by the Allottee and all stamp duty and other taxes, charges or costs to implement such transactions shall be borne and paid by the Allottee.
- 11.7 **Unit Related:**
- 11.7.1 **Fittings & Fixtures:** Except those provided by the Promoter, all fit outs to be put-up, erected and installed at or inside the Unit including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fit out works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire Safety

laws and rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fit out works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, ceiling and walls of the Unit. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fit out or other activity.

**11.7.2 Transfers by Allottee:** The Allottee may only after a period of \_\_\_\_ months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum of Rs. \_\_\_\_/- in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees (amounting to Rs.\_\_\_\_\_) and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum of Rs. \_\_\_\_/- mentioned in this clause in respect of the Designated Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

### **11.7.3 Area Calculations:**

**11.7.3.1 Carpet Area of Unit:** The carpet area for the Unit or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.

**11.7.3.2 Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.

**11.7.3.3 Open Terrace Area:** The net usable area of the exclusive open space attached to the Unit if granted to the Allottee.

**11.7.3.4 Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be \_\_\_\_ Square feet more or less being the Unit Area for CAM.

**11.8 Housing Loan by Allottee :** In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability

in respect of the same shall be that of the Allottee alone. The bank/financial institution providing housing loan or finance to the Allottee shall be required to disburse/pay all amounts due and payable to the Promoter under this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.

#### 11.9 Activity Centre/Club Related:

- 11.9.1 **Users:** The Allottee shall have the right to use Activity Centre / Club facilities in the Project in common with the Owners, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter.
- 11.9.2 **Facilities:** The conveniences, amenities and facilities of the Activity Centre/Club shall be decided by the Promoter and the same shall be final and binding on the Allottee. A list of the proposed facilities, as per current planning, of the Activity Centre/Club has been provided PART-V of Schedule A hereto. However, notwithstanding anything contained in PART-V of the Schedule A hereto, the Allottee accepts and confirms that the Promoter shall have the sole right and discretion in planning the details and facilities of the Activity Centre/Club and the same may also from time to time be varied at the sole discretion of the Promoter.
- 11.9.3 **Activity Centre/Club Costs:** All costs and expenses for and relating to the Activity Centre/Club (including the cost of the Club Manager, the management, maintenance, administration, repair, replacement, upkeep of all areas, equipments and utilities thereat and the cost of the professionals, employees and other persons appointed or engaged, the costs of rendition of security, services, amenities and facilities, taxes and overheads and all other fees, costs, charges and expenses connected therewith) shall be borne and paid by the allottees of the Project.
- 11.9.4 **Commencement of Operation of the Activity Centre/Club:** The Promoter shall endeavor to get the Activity Centre/Club operational after the entirety of the Project is complete and made ready. The Allottee accepts and confirms that the date of completion of construction of the Designated Apartment shall have no connection and correlation with the Activity Centre/Club becoming operational and that the Allottee shall not raise any claim or objection in this regard
- 11.9.5 **Administration of the Activity Centre/Club:** The Allottee agrees and confirms that the Activity Centre/Club (at the sole discretion of the Promoter) shall be initially managed and operated by the Promoter either by itself or through its nominee for such period as the Promoter shall think proper. The Promoter herein shall appoint on such terms and conditions as the Promoter may deem fit and proper one or more person or agency ("Manager") for the management and administration of the Activity Centre/Club and rendition of the facilities therein to the users thereof, appointment/engagement of professionals and other persons therefor and setting out the rules and charges of use. The Club Manager may or may not be the Maintenance Agency and the cost of such Club Manager shall be part of the costs and expenses of running, management and administration of the Activity Centre/Club. The Association shall be given the responsibilities in respect of the Activity Centre/Club at such time and on such terms and conditions as the Promoter may deem fit and proper.

#### 11.10 Overall Project Related :

- 11.10.1 **Proper Receipts:** All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim nor to set up any other evidence regarding the payment.
- 11.10.2 **TDS:** The Tax Deductible at Source under the Income Tax Laws shall, if applicable be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The

Promoter or the Owners shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.

- 11.10.3 **Authority of Promoter:** The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allottee. The Promoter and the Owner shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allottee shall have no concern therewith. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Other Costs and Deposits Amounts from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.
- 11.10.4 **Car Parking Areas:** The Project contains open and covered mechanical parking spaces as per sanctioned plans. In addition, the Project also contain open spaces which are not forming part of the Common Areas which can be used for parking "Open Parking Areas". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Allottees who need the same and apply for the same with preference being given by the Promoter to those Allottees who do not otherwise have parking space in the Project. The Allottee agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other allottees nor to disturb the use of the allotted parking space by the concerned allottee.
- 11.10.4.1 The Allottee shall not have any Parking Facility until full and final payment of all sums due by the Allottee in terms of this agreement and the Allottee further not being in default in complying his obligations as provided in this agreement
- 11.10.4.2 All unsold or unallotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same at the consideration and in the manner deemed fit and proper by the Promoter.
- 11.10.5 **Specifications:** The Promoter may use alternative similar substitutes in respect of any item of the Specifications mentioned in PART-VIII of SCHEDULE A hereto.
- 11.10.6 **Non Obstruction in Project:** The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever. The Promoter shall continue to have full free and exclusive right to construct and develop upon at any time the remaining portion of the land granted to it for development under the Development Agreement dated 23<sup>rd</sup> July 2021 and not forming part of the Project Land at any time and if required to connect the utilities and common areas of the Project Land with the same.
- 11.10.7 **Commencement of power supply from Generator:** The power backup from the Common Generator in the Project shall be commenced only upon \_\_\_% (\_\_\_ percent) of the Co-owners (other than the Owners or the Promoter) taking possession of their respective Units in the Project and not before and the Allottee, in case it takes possession of the Unit before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.
- 11.10.8 **Construction Finance:** The Promoter has taken construction finance for construction of the Project from Aryavrat Financial Services Private Limited by mortgaging the Project Land and the construction Provided However That any such mortgage if it relates to the Designated Apartment shall be redeemed/discharged by the Promoter by way of repayment of the loan

prior to the execution of Deed of Conveyance by the Promoter in favour of the Allottee in terms hereof.

- 11.10.9 **Architect:** Unless changed by the Promoter, Messrs. Amber Creations having its office at 19B, School Row, Kolkata- 700025 shall be the Architect for the Project.
- 11.10.10 **Advocates:** Unless changed by the Promoter, Messrs. DSP Law Associates, Advocates of 4D Nicco House, 2 Hare Street, Kolkata-700001 shall be the Advocates for the documentations concerning the transfer of different areas and portions of the Project.
- 11.10.11 **Name:** The Project shall bear the name "Ambey Gateway" or such other name as be decided by the Promoter from time to time. The Blocks shall also bear such name or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission
- 11.10.12 **Future Expansion Related:**
- 11.10.12.1 The Allottee accepts, acknowledges and confirms that the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project.
- 11.10.12.2 The Promoter may make further additions and alterations to the Building Plans without affecting the Unit or reducing the amenities and facilities mentioned in Part-IV of Schedule A. The Promoter shall take any further consent, if required, from the Allottee at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld.
- 11.11 **HOUSE RULES:** The ownership and enjoyment of the Unit, Parking Facility, if any and the Common Areas by the Allottee shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules below ("House Rules") which the Allottee shall be obliged and responsible to comply with strictly:-
- 11.11.1 to use the Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
- 11.11.2 that unless the right of parking is expressly granted and mentioned in Part-III of the Schedule A hereinabove written ("Parking Facility"), the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever
- 11.11.3 In case the Allottee has applied for and has been allotted parking facility, the same shall be subject to the following conditions:-
- (i) The Allottee shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
  - (ii) the Allottee shall not park any motor car, two-wheeler or any other vehicle at any other place in the Project Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever;
  - (iii) the Allottee shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two-wheeler, as the case may be.

- (iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever.
  - (v) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
  - (vi) The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
  - (vii) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
  - (viii) In case due to any legislation, rule, bye-law or order, the individual exclusive Parking Facility is not permissible, then the facility of parking agreed to be granted to the Allottee hereunder shall be super ceded by such legislation, rule, bye-law or order and for which the Allottee shall neither hold the Promoter and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owners.
  - (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.
  - (x) In case the Allottee is provided facility of parking which is inter-dependent with any other parking facility in the whole complex or any part thereof then the Allottee shall not disturb/block the ingress and egress of car/two wheeler of the other Unit owner of such facility or any other Co-owners in the Project.
  - (xi) In case the Allottee is provided facility of parking in the Mechanical Parking System, the Allottee shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Allottee accepts and acknowledges that any use of the parking facility if taken by the Allottee in the Mechanical Parking System shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.
- 11.11.4 In case the Allottee has not been agreed to be granted any Parking Space, the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever
- 11.11.5 In case the Allottee is agreed to be granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Allottee to use of such Open Terrace shall be subject to the following conditions:
- (i) to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times
  - (ii) not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet
  - (iii) not to allow or permit any leakage or seepage of water from the floor to any other portion of the said Building;

- (iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
  - (v) not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow anyone to store any goods articles or things in the said Open Terrace or anywhere at the Project Land
  - (vi) not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the said Building and/or the Project Land and/or outside walls of the said Building save in the manner indicated by the Promoter or the Maintenance In-Charge
  - (vii) not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
  - (viii) not to sub-divide the Open Terrace in any manner.
- 11.11.6 The use of the Common Areas including but not limited to the Activity Centre/Club shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Allottee shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Club Facility by the Allottee or his family members or any other person. It is clarified that the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas and Activity Centre/Club.
- 11.11.7 Not to make any construction or addition or alteration or enclose any Common Areas, the Activity Centre/Club nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- 11.11.8 Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas, the Activity Centre/Club mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 11.11.9 Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment PROVIDED HOWEVER THAT nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.
- 11.11.10 To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
- 11.11.11 Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams,

columns, pillars of the said Building passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the said Building or any part thereof.

- 11.11.12 Not to misuse or permit to be misused the water supply at the Designated Apartment.
- 11.11.13 Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 11.11.14 Not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the said Building or the Project Land save the battery operated inverter inside the Designated Apartment.
- 11.11.15 Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
- 11.11.16 Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- 11.11.17 No bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- 11.11.18 To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the said Building and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout.
- 11.11.19 To use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the Project Land by the Owners and the Promoter and all other persons entitled thereto.
- 11.11.20 To install firefighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
- 11.11.21 To keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the said Building and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.
- 11.11.22 Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Building or may cause any increase in the premia payable in respect thereof.

- 11.11.23 Not to draw the electric lines/wires, television/DTH cables, broadband data cables and telephone cables to the Designated Apartment except only through the ducts and pipes provided therefor and further ensuring that no inconvenience is caused to the Owners, the Promoter or to the other co-owners of the said Building. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the said Building and/or the Project Land and/or outside walls of the said Building save in the manner indicated by the Promoter or the Maintenance In-charge.
- 11.11.24 To allow the Maintenance In-charge, for the purpose of security, to restrict and regulate the entry of visitors into the Project. It being expressly understood that the internal security of the Designated Apartment shall always be the sole responsibility of the Allottee.
- 11.11.25 Not to commit or permit to be committed any alteration or changes in, or draw from outside the said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
- 11.11.26 To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Land and other Common Purposes.
- 11.11.27 Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Project Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the Project Land.
- 11.11.28 to use only the Common Areas and Installations according to the rules framed from time to time by the Promoter and/or the Association in this behalf.
- 11.11.29 To maintain at his own costs, the Designated Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Bidhannagar Municipal Corporation, WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- 11.11.30 Not to alter the outer elevation or façade or colour scheme of the said Building (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the said Building otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- 11.11.31 Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- 11.11.32 Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 11.11.33 Not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial,

manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.

11.11.34 not to change/alter/modify the names of the Project and/or the Building therein from those mentioned in this Agreement.

11.11.35 The Allottee agree, declare and confirm that the right, title and interest of the Allottee is and shall be confined only to the Unit, the Parking Facility and the other components of the Designated Apartment and that the Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

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

11.11.36 to use the Commercial Unit as a shop and in quiet and peaceful manner without causing any disturbance to the other co-owners and/or the neighbors and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained.

11.11.37 It is expressly agreed and understood by the Allottee that the Allottee shall not under any circumstances be entitled to use the Commercial Unit for the business of or relating to wine, any other liquor, meat shop, pan biri shop, Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever nor the Allottee shall be entitled to carry out any form of cooking in or from the said shop or use fire gas or stove or like thereat. It is expressly agreed that any restriction on the Allottee shall not in any way restrict the right of the Promoter to use or permit any other Unit or portion of the Mercantile Building to be used for any purpose as the Promoter may deem fit and proper.

11.11.38 To strictly abide by and ensure that all its employees, agents and visitors abide by all the rules and regulations from time to time applicable in respect of the matters relating to the Common Areas, common facilities and amenities, normal working hours, display of signboards, waste management, enforcing security and smooth functioning of the Project or for any other manner related to the Common Purposes. All persons temporarily or permanently engaged and/or employed by the Allottee, directly or indirectly, for and/or in connection with the business of the Allottee in the Commercial Unit and/or otherwise shall be considered to be the employees of the Allottee and the Allottee shall be fully responsible and liable for all acts or omissions of its employees.

11.11.39 not to claim any right whatsoever or howsoever over any unit or portion in the said Project or the premises, save the Commercial Unit

11.11.40 Not request or compel the Association to operate the Common Areas beyond normal working timing.

11.11.41 To apply for and obtain and keep valid all permissions and clearances from the concerned authorities and abide by all the municipal laws, local laws, labour laws, environmental laws etc. as may be required for such use of the Commercial Unit and pay all taxes and outgoings in respect thereof. As and when required by the Promoter, the Allottee shall produce before the Promoter, all such permissions, clearances and other papers and documents in connection with its said obligation.

- 11.11.42 Not to tamper, remove, damage, drill or allow or permit any shifting or removal of the fire fighting pipelines, sprinkler system and other fire prevention infrastructure provided by the Promoter inside the Commercial Unit in any manner whatsoever and to maintain the same as per the prescribed rules and law applicable thereto. In case of any change of requirement in the fire protection or prevention measures, to comply with and adhere the same and install and maintain all necessary fire fighting and sensing system gadgets and equipment as required under such changed circumstance in the Commercial Unit and shall keep the Commercial Unit free from all hazards relating to fire. All costs of installation maintenance and operation (including for any repairs, replacements or renewals) thereof shall be paid by the Allottee.
- 11.11.43 To ensure that its employees, agents, contractors or associates do not in any manner deface, vandalize or bring to disrepute the Mercantile Building and/or the Project by affixing posters, hanging festoons, spitting or doing any other act in any manner whatsoever.
- 11.11.44 To keep the Commercial Unit under its own lock and key and be responsible for safety and security of all its fit-outs and belongings at the Commercial Unit and not keep any animal or reptile in the Designated Unit.
- 11.11.45 not to do or permit to be done any act deed or thing which may render void or voidable any policy of insurance on any unit or any part of the said premises or may cause any increase in the premia payable in respect thereof.
- 11.11.46 to cooperate and not to interfere with the procedures and the car parking management system installed in the Project.
- 11.11.47 to affix or install any further or additional electrical points in or about the said Unit with the prior written consent of Promoter and the relevant authorities and provided further that all such work, if permitted, shall be carried out by a licensed electrical contractor to be employed and paid by the Allottee who shall ensure as part of the work that the existing circuits are not overloaded or unbalanced. Prior to any electrical installation works the Allottee shall be required to submit proper electrical plans to the Promoter for approval.
- 11.11.48 Not to place or take into the lifts, without the prior approval of the Allottee, any heavy baggage, furniture, heavy articles or other goods.
- 11.11.49 Not to store, stack or lay out any materials, equipments, plant, bins, crates, cartons, boxes or any receptacle for waste or any other item that is or might become untidy, unclean, unsightly or in any way detrimental to the property or the area generally upon any part of the Commercial Unit and/or the said Project or permit or suffer anyone at the property expressly or impliedly with its permission or under its control to do so.
- 11.11.50 put any outdoor unit of air conditioner except at the space allotted by the Promoter to the Allottee therefor. The air conditioners used inside the Commercial Unit and its technology will have to adhere to the technology requirements of the Promoter and shall not be changed except with the written consent of the Promoter. The wires pipelines and other connections between the outdoor and the indoor units shall pass only through floor lobby ducts specifically meant and identified therefor by the Promoter.
- 11.11.51 Not to erect or install on the windows of the Commercial Unit or on any panel or glazing any sign device furnishing ornament or object which is visible from outside the Commercial Unit nor to block up, darken, or obstruct or obscure any of the windows or lights belonging to the Commercial Unit or to any part of the Mercantile Building.

- 11.11.52** To keep the Commercial Unit insured for the value thereof and if there be total or partial loss or destruction thereof due to any reason whatsoever, the Promoter shall not be liable or responsible in any manner therefor nor for any loss or damage that the Allottee may suffer due to theft, pilferage, fire, destruction, leakage, flooding, water-logging or otherwise.
- 11.11.53** Not to store or bring upon any part of the premises or the Mercantile Building and/or Project any arms, ammunition or unlawful goods like gunpowder, saltpeter, kerosene, chemicals, gases or any explosive, combustible or hazardous substance or material.
- 11.11.54** Not to allow any person to stay or reside at the Commercial Unit at night or beyond normal working hours.
- 11.12 Taxes and Outgoings:** The Allottee binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings ("Taxes and Outgoings"):-
- (i) Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Designated Apartment directly to the Municipality, B.L.R.O and any other appropriate authority Provided That so long as the same is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the Project Land.
  - (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or any component thereof or the Building or the Project Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the Designated Apartment and and proportionately in case the same relates to the Building or the Project Land or any part thereof.
  - (iii) Electricity charges for electricity consumed in or relating to the Unit.
  - (iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment or any part thereof against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
  - (v) Proportionate share of all Common Expenses (including those mentioned in **PART-VI** of **SCHEDULE A** hereto) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, recurring monthly maintenance charges of Rs. \_\_\_\_/-. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
  - (vi) Parking Facility Maintenance Charges amounting to Rs. \_\_\_\_\_/- per annum
  - (vii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
  - (viii) Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Allottee as per prevalent rates

- (ix) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 11.12.1 All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Unit Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.
- 11.12.2 The maintenance charges does not include any payment or contribution towards the Activity Centre/Club payable by the Allottee as per stipulations made elsewhere in this agreement therefor. The maintenance charges does not also include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, the maintenance charges and all such payments shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.
- 11.12.3 The liability of the Allottee to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Liability Commencement Date.
- 11.12.4 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Allottee to pay interest as aforesaid, in case the failure and/or default in any payment by the Allottee for two months then until such payment with applicable interest, the Allottee and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and the membership and use of the Activity Centre/Club shall be suspended and the Maintenance-in-charge and Club Manager shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.) to the Allottee and his employees guests agents tenants or licencees and/or the Designated Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Allottee in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.
- 11.12.5 The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the Land or any other part of the Building at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the

Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.

- 11.13 Liability Commencement Date:** In case the Promoter issues notice to the Allottee to take possession of the Unit and the Allottee fails to pay the entire dues of the Allottee within the time stipulated in the notice or is in default in compliance of any of his other obligations hereunder, then notwithstanding the fact that the Promoter shall withhold possession of the Unit on account of such failure or default of the Allottee, the Allottee's liability to pay the Taxes and Outgoings in respect of the Designated Apartment shall commence on the date of expiry of the time stipulated in the notice as aforesaid ("**Liability Commencement Date**"). Furthermore, with effect from the Liability Commencement Date and until the Allottee pays all its dues towards the Promoter and the Designated Apartment and remedies the concerned default and takes physical possession of the Unit, the Allottee shall be liable for all consequences of failure of compliance of House Rules and shall also be liable to pay to the Promoter a predetermined sum of Rs. \_\_\_\_/- per month towards withholding charges. This shall be without prejudice to the other rights remedies and claims of the Promoter and the other obligations and liabilities of the Allottee hereunder.
- 11.14 Waiver:** The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of \_\_ (\_\_\_\_) months from the date of the Occupancy Certificate
- 11.15 Common Expenses ("Common Expenses")** shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Units therein), and the Common Areas, the Shared Facilities and the parking spaces and for all other Common Purposes and include those mentioned in PART-VI of SCHEDULE A hereto.
- 11.16 Acknowledgments, Exceptions and Reservations:** The Allottee doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter under clause I above and under the other provisions of this Agreement fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Allottee doth hereby authorize, allow and permit the Promoter to avail and/or exercise all or any of rights and authorities envisaged under clause I above and/or the following rights and authorities at any time and from time to time hereafter:-
- 11.16.1** The Promoter shall at all times also be entitled to put or allow any one to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to "as Project Branding") and the Purchaser or the Association shall not be entitled to obstruct, remove or block the same in any manner whatsoever or howsoever. The Allottee has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name "Ambey Group" "Ambey Realtors" and/or "Ambey Gateway" etc., ("Said Signage") of the Promoter being erected on the roof and/or the parapet walls and/or the facade of the Project and also the boundary walls of the Project. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Allottee nor the Allottee's successor-in-interest shall at any time do any act, deed or thing which affects or hinders the absolute and unfettered right of the Promoter to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining,

managing, repairing, replacing, adding or altering the Said Signage, the Promoter and/or the men and agents of the Promoter shall at all times have the right of access to the areas in which the Said Signage are constructed and/or installed without any obstruction or hindrance either from the Allottee or the Maintenance In-charge. The Allottee further agrees not to use the name/mark "Ambey Group" "Ambey Realtors"/"Ambey Gateway " in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Unit and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark.

- 11.16.2 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor, earth pits, generators, invertors, wires and installations and any other facility anywhere at the said Building and/or the Commercial Block or spaces surrounding the same against applicable charges and terms and conditions therefor . The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings, Club House Building and Mercantile Building or any of them or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such vendors/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall belong to the Promoter and the Promoter may use the same to subsidize/meet the Common Expenses to that extent.
- 11.16.3 The Co-owners of the Commercial Block may, at the discretion of the Promoter, be granted rights to use certain Common Areas and/or Common Facilities in common with other Co-owners of the Complex and certain Common Areas and/or Common Facilities in common with the Co-owners of the Commercial Block. Furthermore, the Commercial Block may at the discretion of the Promoter have separate entry/exit and/or open and covered adjoining spaces and may be allowed to be exclusively used by the owners and/or occupiers of the Commercial Block and may be segregated with temporary or permanent walls/fencing/doors in such manner as the Promoter may deem fit and proper.
- 11.16.4 The Promoter shall have exclusive right to put or permit kiosks, signages, promotions, advertizements, festoons, lollipops, vending machines, ATMs, stalls, decorations, eateries, tables/chairs/sofas and any other structure, equipment, installation or gadgets for commercial gain and/or for promotion at the open or covered passages, common lobbies, staircases, corridors, railings, lifts and other common areas and installations at the commercial block.
- 11.16.5 The Allottee has agreed that for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas without changing the layout, specification and carpet area of the Unit as may be necessary due to architectural and structural reason on recommendation of the Architect. The Allottee unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.

## 12 DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Allottee within a period of 5 (five) years from the date of occupancy certificate and/or partial occupancy certificate of the building in which the Unit is situated, as the case may be, the parties shall refer the matter to the Architect for the Project who shall verify the same and direct the

Promoter to proceed or not to proceed with the rectification of the defects upon considering the submission of the parties and the terms and conditions hereof and then it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided Further That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to any Force Majeure event or owing to act or omission of the Allottee or any other allottees or association of allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority. The Allottee is/are aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause. The decision of the Architect in respect of the matter referred to in this clause shall be final and binding upon both the Promoter and the Allottee.

**13 RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

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

**14 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

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

**15. USAGE:**

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

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 16.1** Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to comply with the House Rules/Association Bye-laws and maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Buildings, or the Unit, Parking Facility, if any, or the common areas including staircases, lifts, common passages, corridors, circulation areas or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and

keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, Buildings, Club House Building, Mercantile Building or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### 17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE ALLOTTEE:

The Allottee is entering into this Agreement for the allotment of the Designated Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/ her own cost.

#### 18. ADDITIONAL CONSTRUCTIONS:

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

#### 19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

19.1 After the Promoter executes this Agreement he shall not mortgage or create a charge on the Designated Apartment and if any such mortgage or charge is made or created then notwithstanding any contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Designated Apartment .

19.2 However, the Promoter shall be entitled to securitize the Total Price and other amounts, respectively, payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to sell and assign to any person or institution the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

#### 20. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter has assured the Allottee that the Project can be registered in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter is in compliance of various laws/regulations as applicable in the State of West Bengal to the extent applicable and within the knowledge of the Promoter.

**21. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned registering authority as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the registering authority for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, allotment of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee (after forfeiture of \_\_\_% of the Total Price with GST on the forfeiture amount) with an option to pay the same directly to the bank account of the Allottee given at the time of application form without any interest or compensation whatsoever and the same shall be and be deemed to be sufficient discharge of the Promoter in respect of payment of such amount.

**22. ENTIRE AGREEMENT:**

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

**23. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES:**

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

**25. WAIVER NOT A LIMITATION TO ENFORCE:**

- 25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other allottees.
- 25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. **SEVERABILITY:**

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

27. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

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

28. **FURTHER ASSURANCES:**

Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the Office of the Registrar/Additional/Sub Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata

30. **NOTICES:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post and/or by email transmission, provided that receipt of such email is formally confirmed by the recipient by replying thereto or otherwise, at their respective addresses specified below :

Name of Allottee: \_\_\_\_\_

Allottee Address: \_\_\_\_\_

Email id of Allottee: \_\_\_\_\_

Promoter Name: **AMBEY REALTORS LLP**

Promoter Address: PS IXL, Unit No. 205, 2<sup>nd</sup> Floor, Post Office Rajarhat Gopalpur, Police Station Baguiati, Kolkata – 700136

Email id of Promoter: info@ambeygroup.net

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address and/or email id subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address and/or emailed at the aforesaid email id, shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

**31. JOINT ALLOTTEES:**

That in case there are Joint Allottee all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the allottees.

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

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

34. The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto. (Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.)

III. **IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Allottee: (including joint buyers)

(1) Signature \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_



(2) Signature \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:



(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owners:



(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

## WITNESSES :

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

## SCHEDULE 'A' ABOVE REFERRED TO:

## PART-I

## PROJECT LAND

1. **ALL THAT** pieces or parcels of land admeasuring 293.10 Satak or 2.9310 acre more or less equivalent to 11861.28 sq. mt. more or less situate lying and being entire (1) R.S. and L.R. Dag No.232 recorded in L.R. Khatian Nos. 1538, 1548, 1537, 1547, 1549, 1546, 1544, 1539, 1541, 1543, 1542, 1540, 1545 and 3081, (2) R.S. and L.R. Dag No.236 recorded in L.R. Khatian No.1274 and 2311, (3) R.S. and L.R. Dag No. 249 recorded in L.R. Khatian No. 1863, (4) R.S. and L.R. Dag No. 250 recorded in L.R. Khatian No. 1901, (5) R.S. and L.R. Dag No. 251 recorded in L.R. Khatian No. 1901, (6) R.S. and L.R. Dag No. 252 recorded in L.R. Khatian No. 1899, (7) R.S. and L.R. Dag No.234 recorded in L.R. Khatian No. 1902 and a divided and demarcated portion of (8) R.S. and L.R. Dag No. 199 recorded in L.R. Khatian Nos. 1844 and 1893, (9) R.S. and L.R. Dag No.205 recorded in L.R. Khatian No. 1902 (10) R.S. and L.R. Dag No.218 recorded in L.R. Khatian No.1276, (11) R.S. and L.R. Dag No.227 recorded in L.R. Khatian No. 1276 (12) R.S. and L.R. Dag No. 233 recorded in L.R. Khatian No. 1902, (13) R.S. and L.R. Dag No.235 recorded in L.R. Khatian Nos. 1274, 1581, 1900, 1894, 1892, 1824, 2293, 1825 and 2452 (14) R.S. and L.R. Dag No.248 recorded in L.R. Khatian No. 1899 (15) R.S. and L.R. Dag No. 253 recorded in L.R. Khatian No. 1899 and (16) R.S. and L.R. Dag No. 254 recorded in L.R. Khatian No. 1899 all in Mouza Atghara, J.L. No. 10 and comprised in Holding Nos. 516, ward - 09(O)/12N Block No - C,516, Atghara Napara, 374, ward - 09(O)/12N Block No - B,374, Atghara Napara, 505, ward - 09(O)/12N Block No - C,505, Atghara Napara, 384, ward - 09(O)/12N Block No - B,384, Atghara Napara, As/503, ward - 09(O)/12N Block No - C,503, Atghara Napara, 504, ward - 09(O)/12N Block No - C,504, Atghara Napara, As/386, ward - 09(O)/12N Block No - B, AS 386, Atghara Napara, 501, ward - 09(O)/12N Block No - C, 501, Atghara Napara, 514, ward - 09(O)/12N Block No - C, 514, Atghara Napara, 510, ward - 09(O)/12N Block No - C, 510, Atghara Napara, 507, ward - 09(O)/12N Block No - C, 507, Atghara Napara, 519, ward - 09(O)/12N Block No - C, 519, Atghara Napara, 518, ward - 09(O)/12N Block No - C, 518, Atghara Napara, 517, ward - 09(O)/12N Block No - C, 517, Atghara Napara, 512, ward - 09(O)/12N Block No - C, 512, Atghara Napara, 502, ward - 09(O)/12N Block No - C, 502, Atghara Napara, 506, ward - 09(O)/12N Block No - C, 506, Atghara Napara, 508, ward - 09(O)/12N Block No - C, 508, Atghara Napara, 513, ward - 09(O)/12N Block No - C, 513 Atghara Napara, 509, ward - 09(O)/12N Block No - C, 509, Atghara Napara, 520, ward - 09(O)/12N Block No - C, 520, Atghara Napara, 511, ward - 09(O)/12N Block No - C, 511, Atghara Napara, 515, ward - 09(O)/12N Block No - C, 515, Atghara Napara and 385, ward - 09(O)/12N Block No - B, 385, Atghara Napara, AS/781/09/12, Ward-09(O)/12(N), BI-A, Lokenath Park, Atghara - all under Bidhannagar Municipal Corporation, Ward No. 12 (formerly 9), Police Station Baguiati (formerly Rajarhat), Biswa Bangla Sarani, in the District of North 24 Parganas, Pin Code 700157
2. **Respective Lands:**
  - 2.1 **First Owners Land:** **ALL THAT** pieces or parcels of land admeasuring 288.66 Satak or 2.8866 acre more or less equivalent to 11681.65 sq. mt. more or less situate lying and being (1) R.S. and L.R. Dag No.232 recorded in L.R. Khatian Nos. 1538, 1548, 1537, 1547, 1549, 1546, 1544, 1539, 1541, 1543, 1542, 1540, 1545 and 3081, (2) R.S. and L.R. Dag No.236 recorded in L.R. Khatian No.1274 and 2311, (3) R.S. and L.R. Dag No. 249 recorded in L.R. Khatian No. 1863, (4) R.S. and L.R. Dag No. 250 recorded in L.R. Khatian No. 1901, (5) R.S. and L.R. Dag No. 251 recorded in L.R. Khatian No. 1901, (6) R.S. and L.R. Dag No. 252 recorded in L.R. Khatian No. 1899, (7) R.S. and L.R. Dag No.234 recorded in L.R. Khatian No. 1902 and a divided and demarcated portion of (8) R.S. and L.R. Dag No. 199 recorded in L.R. Khatian Nos. 1844 and 1893, (9) R.S. and L.R. Dag No.205 recorded in L.R. Khatian No. 1902 (10) R.S. and L.R. Dag No.218 recorded in L.R. Khatian No.1276, (11) R.S. and L.R. Dag No.227 recorded in L.R. Khatian No. 1276 (12) R.S. and L.R. Dag No. 233 recorded in L.R. Khatian No. 1902, (13) R.S. and L.R. Dag No.235 recorded in

L.R. Khatian Nos. 1274, 1581, 1900, 1894, 1892, 1824, 2293, 1825, (14) R.S. and L.R. Dag No 248 recorded in L.R. Khatian No. 1899 (15) R.S. and L.R. Dag No. 253 recorded in L.R. Khatian No. 1899 and (16) R.S. and L.R. Dag No. 254 recorded in L.R. Khatian No. 1899, all in Mouza Atghara, J.L. No. 10 and comprised in Holding Nos. 516, ward - 09(O)/12N Block No - C, 516, Atghara Napara, 374, ward - 09(O)/12N Block No - B, 374, Atghara Napara, 505, ward - 09(O)/12N Block No - C, 505, Atghara Napara, 384, ward - 09(O)/12N Block No - B, 384, Atghara Napara, As/503, ward - 09(O)/12N Block No - C, 503, Atghara Napara, 504, ward - 09(O)/12N Block No - C, 504, Atghara Napara, As/386, ward - 09(O)/12N Block No - B, AS 386, Atghara Napara, 501, ward - 09(O)/12N Block No - C, 501, Atghara Napara, 514, ward - 09(O)/12N Block No - C, 514, Atghara Napara, 510, ward - 09(O)/12N Block No - C, 510, Atghara Napara, 507, ward - 09(O)/12N Block No - C, 507, Atghara Napara, 519, ward - 09(O)/12N Block No - C, 519, Atghara Napara, 518, ward - 09(O)/12N Block No - C, 518, Atghara Napara, 517, ward - 09(O)/12N Block No - C, 517, Atghara Napara, 512, ward - 09(O)/12N Block No - C, 512, Atghara Napara, 502, ward - 09(O)/12N Block No - C, 502, Atghara Napara, 506, ward - 09(O)/12N Block No - C, 506, Atghara Napara, 508, ward - 09(O)/12N Block No - C, 508, Atghara Napara, 513, ward - 09(O)/12N, Block No - C, 513 Atghara Napara, 509, ward - 09(O)/12N Block No - C, 509, Atghara Napara, 520, ward - 09(O)/12N Block No - C, 520, Atghara Napara, 511, ward - 09(O)/12N Block No - C, 511, Atghara Napara, 515, ward - 09(O)/12N Block No - C, 515, Atghara Napara and 385, ward - 09(O)/12N Block No - B, 385, Atghara Napara all under Bidhannagar Municipal Corporation, Police Station Baguiati (formerly Rajarhat), Biswa Bangla Sarani, in the District of North 24 Parganas, Pin Code 700157

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

PART-II

UNIT

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

PART-III

PARKING FACILITY

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

PART-IV

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

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

**SECTION-II****COMMON AREAS IN THE PROJECT**

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

Commercial Block may, at the discretion of the Promoter have exclusive passage and surrounding spaces.

- (ii) Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- (iii) CCTV at ground floor level with central security surveillance and at any other place, if so, provided by the Promoter.
- (iv) Main Gates of the Project for entrances and exits, Boundary Walls, it being clarified that the Commercial Block may, at the discretion of the Promoter have separate entries/exits, walls and fencing.
- (v) Underground water reservoir or any other reservoir and pits.
- (vi) Water supply or Deep tube well for water supply with water distribution pipes to the Overhead water tanks of the Buildings at the Project.
- (vii) Water waste and sewerage evacuation pipes and drains from the Buildings at the Project to the municipal drains.
- (viii) DG Set, its panels, accessories and wirings and space for installation of the same.
- (ix) Underground water reservoir for Fire and other common fire safety system as per the WBFES rules and norms.
- (x) Landscape Garden.
- (xi) Open to Sky Mini-Amphitheatre.
- (xii) Open to Sky pavilion for Yoga & Meditation.
- (xiii) Outdoor Kids Play Area.
- (xiv) Waste Compost Plant.
- (xv) Water and sewage treatment plant.
- (xvi) Club Facilities as per clause 11.9 hereto.
- (xvii) Pump rooms.
- (xviii) All other rooms and areas for common services.
- (xix) Firefighting system with sprinklers and smoke detectors in the Common Areas in the Buildings and Club House Building at the Project all as per norms.
- (xx) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project.

### SECTION-III

#### COMMON AREAS IN THE MERCANTILE BLOCK

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

### PART-V

#### ACTIVITY CENTRE/CLUB FACILITIES

1. Community Hall with first time installation of air conditioners and music system.
2. Indoor Games Room with first time installation of equipments and air conditioner.
3. Multipurpose Lounge.
4. Swimming Pool with first time installation of equipments, changing rooms.
5. Gymnasium with first time installation of equipments, air conditioner and piped music system.

**PART-VI  
COMMON EXPENSES**

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

## PART-VII

## CHAIN OF TITLE

1. Re : R.S. and L.R. Dag No. 199– Total Area in Dag – 47 Satak, Subject Area – 17.69 Satak ("Dag 199 Property"):
  - 1.1.1 **7.77 Satak Part:** One Yousuf Ali Tarafdar was the sole and absolute owner of All That piece and parcel of land containing an area of 10 satak or 0.10 acre more or less situate lying at and being comprised in portion of R.S. Dag No. 199 recorded in R.S. Khatian No. 306 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas.
  - 1.1.2 By a Sale Deed dated 6th February 1970 and registered with the Sub Registrar, Cossipore Dum Dum, in Book I Volume No.15 Pages 265 to 267 Being No.749 for the year 1970, the said Yousuf Ali Tarafdar for the consideration therein mentioned sold conveyed and transferred unto and to Romjan Mondal 10 Satak more or less in the said R.S. Dag No. 199, absolutely and forever.
  - 1.1.3 By a Sale Deed dated 10<sup>th</sup> 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 5<sup>th</sup> May 2009 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I CD Volume No.4 Pages 15760 to 15776 Being No.04135 for the year 2009, the said Badri Prasad Shaw and Ramesh Jaiswal for the consideration therein mentioned sold conveyed and transferred unto and to Aryavrat Infrastructure Private Limited the said 4 cottah 11 chittack and 12 square feet more or less out of Dag 199 Property, absolutely and forever.
  - 1.1.6 The name of the said Aryavrat Infrastructure Private Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 1844. The said Aryavrat Infrastructure Private Limited has also caused to be mutated its name in the records of the Bidhannagar Municipal Corporation under municipal holding No. 515, ward - 09(O)/12N Block No - C, 515, Atghara Napara
- 1.2 **9.92 Satak Part:** One Motilal Bibi was the sole and absolute owner of All That piece and parcel of land containing an area of 11 satak or 0.11 acre more or less situate lying at and being comprised in a portion of the said R.S. Dag No. 199 recorded in R.S. Khatian No. 306 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas.
  - 1.2.1 By a Sale Deed dated 21<sup>st</sup> April 1982 and registered with the District Sub Registrar, Barasat in Book I Volume No.28 Pages 111 to 113 Being No.1494 for the year 1983, the said Motilal Bibi for the consideration therein mentioned sold conveyed and transferred unto and to Romjan Ali Mondal her 11 Satak more or less in the said R.S. Dag No, 199, absolutely and forever.
  - 1.2.2 By a Sale Deed dated 10<sup>th</sup> November 1987 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I Volume No.128 Pages 325 to 338 Being No.6344 for the year 1987, the said Romjan Mondal for the consideration therein mentioned sold conveyed and transferred unto and to Indrason Gupta and Ashok Kumar Jaiswal his 6 cottah more or less out of Dag 199 Property, absolutely and forever.

- 1.2.3 By a Sale Deed dated 8<sup>th</sup> August 2008 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I CD Volume No.10 Pages 3144 to 3163 Being No.10391 for the year 2008, the said Indrason Gupta and Ashok Kumar Jaiswal for the consideration therein mentioned sold conveyed and transferred unto and to Dhankiran Traders Private Limited their 6 cottah more or less out of Dag 199 Property, absolutely and forever.
- 1.2.4 The name of the said Dhankiran Traders Private Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 1893. The said Dhankiran Traders Private Limited has also caused to be mutated its name in the records of the Bidhannagar Municipal Corporation under municipal holding No. 385, ward - 09(O)/12N Block No B, 385, Atghara Napara
- 1.2.5 The said Dhankiran Traders Private Limited has subsequently been amalgamated with Aryavrat Savings Unit Private Limited and pursuant to the Order dated 2nd March 2020, passed in C.P. (CAA) No. 1564/KB/2019 and C.A. (CAA) No. 594/KB/2019 in the National Company Law Tribunal, inter alia, all tangible assets (including the share of Dhankiran Traders Private Limited in R.S. and L.R. Dag No. 199) stood transferred to and vested in the said Aryavrat Savings Unit Private Limited together with the benefits and subject to the obligations of Dhankiran Traders Private Limited.
- 2 Re : R.S. and L.R. Dag No. 205 – Total Area in Dag – 16 Satak, Subject Area –3 Satak ("Dag 205 Property"):
- 2.1 One Mohammed Ali Tarafdar, Ketab Ali Tarafdar and Samsul Ali Tarafdar were the full and absolute owners of All That piece and parcel of land containing an area of 1 cottah 14 chittack 15 square feet more or less situate lying at and being comprised in a portion of R.S. Dag No. 205 recorded in R.S. Khatian No. 510 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas.
- 2.2 By a Sale Deed dated 20<sup>th</sup> April 1990 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I Volume No.59 Pages 95 to 114 Being No.2664 for the year 1990, the said Mohammed Ali Tarafdar, Ketab Ali Tarafdar and Samsul Ali Tarafdar for the consideration therein mentioned sold conveyed and transferred unto and to Kiran Jhunjunwala their 1 cottah 14 chittack 15 square feet more or less out of the said R.S. Dag No. 205, absolutely and forever.
- 2.3 The said R.S. Dag No. 205 continued to be numbered as L.R. Dag No.205 in the current Records of Right published under the West Bengal Land Reforms Act, 1955.
- 2.4 By a Sale Deed dated 11<sup>th</sup> October 2007 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I CD Volume No.13 Pages 7066 to 7086 Being No.7917 for the year 2010, the said Kiran Jhunjunwal (also known as Kiran Jhunjunwala) for the consideration therein mentioned sold conveyed and transferred unto and to Ambey Complex Private Limited her 1 cottah 14 chittack 15 square feet or 3 satak more or less being the Dag 205 Property, absolutely and forever.
- 2.5 The name of the said Ambey Complex Private Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 1902. The said Ambey Complex Private Limited has also caused to be mutated its name in the records of the Bidhannagar Municipal Corporation under municipal holding No. 511, ward - 09(O)/12N Block No - C, 511, Atghara Napara
- 3 Re : R.S. and L.R. Dag No. 218 – Total Area in Dag – 56 Satak, Subject Area –26.50 Satak ("Dag 218 Property"):

- 3.1 One Yar Ali Mondal, Momrej Ali Mondal, Omar Ali Mondal, Jafar Ali Mondal, Kashem Ali Mondal, Imtiaz Ali Mondal Sokarjan Bibi, Aharjan Bibi and Kulsum Bibi were the full and absolute owners of All That piece and parcel of land containing an area of 26.50 satak or 0.2650 acre more or less situate lying at and being comprised in a portion of R.S. Dag No. 218 recorded in R.S. Khatian No. 343 in Mouza - 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, Bidhannagar the said Yar Ali Mondal, Momrej Ali Mondal, Omar Ali Mondal, Jafar Ali Mondal, Kashem Ali Mondal, Imtiaz Ali Mondal, Sokarjan Bibi, Aharjan Bibi and Kulsum Bibi for the consideration therein respectively mentioned sold conveyed and transferred unto and to Simplex Land & Housing Development Private Limited, the Dag 218 Property, absolutely and forever.
- 3.3.1 By a Sale Deed dated 11<sup>th</sup> 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 11<sup>th</sup> 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 11<sup>th</sup> July 2000 and registered in Book No. I, Volume No. 292, Pages 170 to 200 Being No. 5497 for the year 2001 executed by Momrej Ali Mondal for 5.25 satak more or less out of the Dag 218 Property.
- 3.3.4 By a Sale Deed dated 11<sup>th</sup> 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 11<sup>th</sup> July 2000 and registered in Book No. I, Volume No. 291, Pages 280 to 310 Being No. 5484 for the year 2001 executed by Jafar Ali Mondal for 5.25 satak more or less out of the Dag 218 Property.
- 3.3.6 By a Sale Deed dated 18<sup>th</sup> 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 Rabiannessa 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 2<sup>nd</sup> 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.
- 4.3 By a Sale Deed dated 2<sup>nd</sup> 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 Rabiannessa Bibi for the consideration therein mentioned sold conveyed and transferred unto and to the said 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.
- 4.4 By a Sale Deed dated 19<sup>th</sup> 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 Khatun and Acchia Khatun 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, Harendra Nath Datta, Kamal Krishna Datta, Ranjit Kumar Datta, Ajit Kumar Datta and Ganesh Chandra Datta and four daughters namely Binapani Karmakar, Kalyani Roy, Kalpana Das and Sandhya Das and three grand daughters namely Sarmistha Koley, Papiya Ghosh, Gopa Datta (all three being daughters of predeceased son namely Bankim Chandra Datta) and Mala Datta wife of predeceased son namely the said Bankim Chandra Datta who all upon his death inherited and became entitled to Dag 232 Property absolutely and forever. The said six sons and four daughters each inherited 1/11<sup>th</sup> undivided share equally and the said three grand daughters and Mala Datta collectively inherited the balance 1/11<sup>th</sup> 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.
- 5.4.1.6 Sale deed dated 24th June 1999 and executed by the said Binapani Karmakar and registered in Book No. I, Volume No. 284, pages 117 to 140 being No. 5347 for the year 2001 in favour of Aryavrat Savings Unit Limited for one-eleventh share in the Dag 232 Property.
- 5.4.1.7 Sale deed dated 24th June 1999 and executed by the said Kalyani Roy and registered in Book No. I, Volume No. 282, pages 290 to 313 being No. 5328 for the year 2001 in favour of Aryavrat Savings Unit Limited for one-eleventh share in the Dag 232 Property.
- 5.4.1.8 Sale deed dated 24th June 1999 and executed by the said Kalpana Das and registered in Book No. I, Volume No. 284, pages 208 to 231 being No. 5352 for the year 2001 in favour of Aryavrat Savings Unit Limited for one-eleventh share in the Dag 232 Property.
- 5.4.1.9 Sale deed dated 24th June 1999 and executed by the said Sandhya Das and registered in Book No. I, Volume No. 284, pages 93 to 116 being No. 5346 for the year 2001 in favour of Aryavrat Savings Unit Limited for one-eleventh share in the Dag 232 Property.
- 5.4.1.10 Sale deed dated 24th June 1999 and executed by the said Sarmistha Kolay, Papiya Ghosh, Gopa Datta and Mala Datta and registered in Book No. I, Volume No. 284, pages 277 to 300 being No. 5355 for the year 2001 in favour of Aryavrat Savings Unit Limited for one-eleventh share in the Dag 232 Property.

- 5.5 The said Aryavrat Savings Unit Limited became sole and absolute owner of 150 satak out of Dag 232 Property absolutely.
- 5.5.1 By a Sale Deed dated 8<sup>th</sup> October 2001 and registered with the Additional District Sub-Registrar, Bidhannagar in Book I Volume No.399 Pages 236 to 249 Being No.7504 for the year 2001, the said Ranjit Kumar Datta for the consideration therein mentioned sold conveyed and transferred unto and to W.E. Engineering Private Limited his one-eleventh share in the Dag 232 Property, absolutely and forever.
- 5.6 By virtue of the following 13 sale deeds all dated 14<sup>th</sup> May 2007 and registered with District Sub-Registrar - II, North 24 Parganas the said Aryavrat Savings Unit Limited for the consideration therein respectively mentioned sold conveyed and transferred unto and to all its 150 satak out of the Dag 232 property absolutely and forever.
- 5.6.1 Sale Deed executed by Aryavrat Savings Unit Limited in Book No. I, CD Volume No. 6, Pages 7908 to 7929, Being No. 4292 for the year 2007 in favour of Aryavrat Plaza Private Limited containing an area of 07 Cottahs 02 Chittacks 04 square feet.
- 5.6.2 Sale Deed executed by Aryavrat Savings Unit Limited in Book No. I, CD Volume No. 6, Pages 7930 to 7952, Being No. 4293 for the year 2007 in favour of Simplex Niketan Private Limited containing an area of 07 Cottahs 02 Chittacks 03 square feet.
- 5.6.3 Sale Deed executed by Aryavrat Savings Unit Limited in Book No. I, CD Volume No. 6, Pages 7953 to 7966, Being No. 4294 for the year 2007 in favour of Ambey Towers Private Limited containing an area of 07 Cottahs 02 Chittacks 04 square feet.
- 5.6.4 Sale Deed executed by Aryavrat Savings Unit Limited in Book No. I, CD Volume No. 6, Pages 7967 to 7980, Being No. 4295 for the year 2007 in favour of Ambey Apartment Private Limited containing an area of 07 Cottahs 02 Chittacks 04 square feet.
- 5.6.5 Sale Deed executed by Aryavrat Savings Unit Limited in Book No. I, CD Volume No. 6, Pages 8157 to 8179, Being No. 4306 for the year 2007 in favour of Simplex Apartment Private Limited containing an area of 07 Cottahs 02 Chittacks 04 square feet.
- 5.6.6 Sale Deed executed by Aryavrat Savings Unit Limited in Book No. I, 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. I, 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. I, 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. I, CD Volume No. 6, Pages 8225 to 8247, Being No. 4310 for the year 2007 in favour of Simplex Nirman Private Limited containing an area of 07 Cottahs 02 Chittacks 04 square feet.
- 5.6.10 Sale Deed executed by Aryavrat Savings Unit Limited in Book No. I, 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. I, 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. I, 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. I, CD Volume No. 6, Pages 8353 to 8375, Being No. 4317 for the year 2007 in favour of Simplex Mansion Private Limited containing an area of 07 Cottahs 02 Chittacks 03 square feet.
- 5.7 The names of the said pre-substituted owners 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, ward - 09(O)/12N, Block No - C, 513 Atghara Napara, 518, ward - 09(O)/12N Block No - C, 518, Atghara Napara , 510, ward - 09(O)/12N Block No - C, 510, Atghara Napara , 502, ward - 09(O)/12N Block No - C, 502, Atghara Napara , 508, ward - 09(O)/12N Block No - C, 508, Atghara Napara and 506, ward - 09(O)/12N Block No - C, 506, Atghara Napara respectively
- 5.7.1 The name of W.E. Engineering Private Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 3081.
- 5.7.2 The said Aryavrat Savings Unit Limited was subsequently converted to a Private Limited Company vide Fresh Certificate of Incorporation Consequent Upon Conversion from Public Company To Private Company dated 20th January 2021 issued by Registrar of Companies, Kolkata and is presently known as Aryavrat Savings Unit Private Limited.
- 5.7.3 The name of W.E. Engineering Private Limited has been changed to the current name of Owner No. 3.1.4 namely Ambey Mata Capital Private Limited, vide Certificate of Incorporation pursuant to change of name dated 12th October 2020 issued by the Registrar of Companies, Kolkata.
- 6 **Re : R.S. and L.R. Dag No. 233 – Total Area in Dag – 37 Satak, Subject Area – 2.89 Satak ("Dag 233 Property"):**
- 6.1 One Rajesh Kumar Jaiswal was the sole and absolute owner of All That piece and parcel of land containing an area of 1 cottah 12 chittack more or less situate lying at and being comprised in portion of R.S. Dag No. 233 recorded in R.S. Khatian No. 342 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas being the Dag 233 Property.
- 6.2 By a Sale Deed dated 20<sup>th</sup> April 1990 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I Volume No.59 Pages 95 to 114 Being No.2664 for the year 1990, the said Rajesh Kumar Jaiswal for the consideration therein mentioned sold conveyed and transferred unto and to Kiran Jhunjhunwala the Dag 233 Property, absolutely and forever.

- 6.3 The said R.S. Dag No. 233 continued to be numbered as L.R. Dag No.233 in the current Records of Right published under the West Bengal Land Reforms Act, 1955.
- 6.4 By a Sale Deed dated 11<sup>th</sup> October 2007 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I Volume No.13 Pages 7066 to 7086 Being No.7917 for the year 2010, the said Kiran Jhunjhunwal (also known as Kiran Jhunjhunwala) for the consideration therein mentioned sold conveyed and transferred unto and to Ambey Complex Private Limited the Dag 233 Property, absolutely and forever.
- 6.5 The name of the said Ambey Complex Private Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 1902. The said Ambey Complex Private Limited has also caused to be mutated its name in the records of the Bidhannagar Municipal Corporation under municipal holding No. 511, ward - 09(O)/12N Block No - C, 511, Atghara Napara
- 7 Re : R.S. and L.R. Dag No. 234 – Total Area in Dag – 03 Satak, Subject Area –3 Satak ("Dag 234 Property"):
- 7.1 One 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 chittack 30 square feet more or less situate lying at and being comprised in portion of R.S. Dag No. 234 recorded in R.S. Khatian No. 306 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas being the said Dag 234 Property.
- 7.2 By a Sale Deed dated 20<sup>th</sup> 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 11<sup>th</sup> October 2007 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I Volume No.13 Pages 7066 to 7086 Being No.7917 for the year 2010, the said Kiran Jhunjhunwal (also known as Kiran Jhunjhunwala) for the consideration therein mentioned sold conveyed and transferred unto and to Ambey Complex Private Limited the Dag 234 Property, absolutely and forever.
- 7.5 The name of the said Ambey Complex Private Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 1902. The said Ambey Complex Private Limited has also caused to be mutated its name in the records of the Bidhannagar Municipal Corporation under municipal holding No. 511, ward - 09(O)/12N Block No - C, 511, Atghara Napara
- 8 Re : R.S. and L.R. Dag No. 235 – Total Area in Dag – 49 Satak, Subject Area –41.76 Satak ("Dag 235 Property"):
- 8.1 One Panchanan Gayen (since deceased) and Bholanath Gayen were the full and absolute owners of the All That piece and parcel of land containing an area of 49 satak or 0.49 acre more or less recorded in R.S. Khatian No. 342 situate lying at and being comprised in entire R.S. Dag No. 235 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas.
- 8.2 The said Panchanan Gayen, a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his four sons namely Samir Gayen, Sanjoy Gayen, Amiya Gayen and Ashim Gayen as his only heirs and legal representatives who all upon his death inherited and became entitled to his entire part or share of and in the said R.S. Dag No. 235, absolutely.

- 8.3 By virtue of the following 5 Sale Deeds all dated 9<sup>th</sup> May 1988 and registered with the Additional District Sub-Registrar, Bidhannagar the said Samir Kumar Gyain, Sanjoy Gyain Amiya Kumar Gyain and Ashim Kumar Gyain and Bhola Nath Gyain for the consideration therein mentioned sold, conveyed and transferred 27.35 Satak (out of which 24.50 Satak is subject matter of Project Land) unto and to their entire part or share of and in the said R.S. Dag No. 235, absolutely and forever.
- 8.3.1 By a sale deed registered in Book No. I, Volume No. 72 Pages 325 to 340 being No. 3551 for the year 1988 executed by Samir Kumar Gyain, Sanjoy Gyain Amiya Kumar Gyain and Ashim Kumar Gyain in favour of Chandrawati Pandey and Subhadra Pandey containing an area of 3 cottah 8 chittack and 3 square feet more or less.
- 8.3.2 By a sale deed registered in Book No. I, 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. I, 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. I, Volume No. 72 Pages 395 to 412 being No. 3556 for the year 1988 executed by Samir Kumar Gyain, Sanjoy Gyain Amiya Kumar Gyain, Ashim Kumar Gyain and Bhola Nath Gyain in favour of Vinod Kumar Jaiswal containing an area of 3 cottah 2 chittack and 10 square feet.
- 8.3.5 By a sale deed registered in Book No. I, 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 29<sup>th</sup> 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. I, 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. I, 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 21<sup>st</sup> June 1988 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I Volume No. 104 Pages 63 to 82 being No.5135 for the year 1988 the said Vinod Kumar Jaiswal for the consideration therein mentioned sold, conveyed and transferred unto and to Rampati Devi Jaiswal an area of 2 cottah 12 chittack more or less out of his 3 cottah 2 chittack 10 square feet in the said R.S. Dag No. 235, absolutely and forever.
- 8.6 By a sale deed dated 2<sup>nd</sup> August 2002 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I 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 2<sup>nd</sup> August 2002 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I 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 2<sup>nd</sup> August 2002 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I 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 2<sup>nd</sup> August 2002 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I 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 10<sup>th</sup> December 2003 and registered with the Additional District Sub-Registrar Bidhannagar, in Book No. I Volume No. 606 Pages 118 to 133 being No.10614 for the year 2003, the said Sushma Jaiswal and Vikram Jaiswal for the consideration therein mentioned sold, conveyed and transferred unto and to Renu Kaloya their entire 3 cottah more or less in the said R.S. Dag No. 235, absolutely and forever.
- 8.11 By a sale deed presented for registration on 06<sup>th</sup> April 2004 and registered with the Additional Registrar of Assurances-II, Kolkata in Book No. I 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 31<sup>st</sup> January 2006 and registered with the Additional Registrar of Assurances -II, Kolkata, in Book No. I Volume No. 1 Pages 1 to 20 being No.2585 for the year 2007 the said Rampati Devi Jaiswal for the consideration therein mentioned sold, conveyed and transferred unto and to Anyavrat 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 30<sup>th</sup> March 2007 and registered with the District Sub-Registrar-II, Barasat, North 24 Parganas in Book No. I 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 9<sup>th</sup> April 2007 and registered with the Additional Registrar of Assurances-II, Kolkata, in Book No. I 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 26<sup>th</sup> April 2007 and registered with the District Sub-Registrar-II Barasat, North 24 Parganas, in Book No. I 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 Nirmla 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 26<sup>th</sup> April 2007 and registered with the District Sub-Registrar-II Barasat, North 24 Parganas, in Book No. I Volume No. 12 Pages 3089 to 3112 Being No.3836 for the year 2010 the said Kanchan Gupta for the consideration therein mentioned sold, conveyed and transferred her entire 5 cottah more or less in the said R.S. Dag No. 235, unto and to Dynamic Belting Private Limited absolutely and forever.
- 8.17 By a sale deed dated 19<sup>th</sup> 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 18<sup>th</sup> 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 6<sup>th</sup> 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 27<sup>th</sup> 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 Private Limited, Ambe Commtrade 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 Commtrade Private Limited, Dynamic Belting Private Limited, Jainex Properties Private Limited, Aryavrat Infrastructure Private Limited, Betterman Engineers Private Limited have also caused to be mutated their names in the records of the Bidhannagar Municipal Corporation under municipal holding No. AS/386, ward - 09(O)/12N Block No - B, AS 386, Atghara Napara, 504, ward - 09(O)/12N Block No - C,504, Atghara Napara, AS/503, ward - 09(O)/12N Block No - C,503, Atghara Napara, 505, ward - 09(O)/12N Block No - C,505, Atghara Napara, 384, Ward - 09(O)/12N Block No - B,384, Atghara Napara, 511, ward - 09(O)/12N Block No - C, 511, Atghara Napara, 515, ward - 09(O)/12N Block No - C, 515, Atghara Napara and AS/781/09/12, Ward-09(O)/12(N), BI-A, Lokenath Park, Atghara
- 8.22 The name of Dynamic Belting Private Limited has been changed to the current name of Owner No. 3.1.2 namely Ambey Mata Holdings Private Limited, vide Certificate of Incorporation pursuant to change of name dated 15th October 2020 issued by the Registrar of Companies, Kolkata.

- 9 Re : R.S. and L.R. Dag No. 236 – Total Area in Dag – 10 Satak, Subject Area –10 Satak (“Dag 236 Property”):
- 9.1 One Yar Ali Mondal, Momrej Ali Mondal, Omar Ali Mondal, Jafar Ali Mondal, Kasem Ali Mondal and Emtiaj Ali Mondal were the full and absolute owners of All That piece and parcel of land containing an area of 10 satak or 0.10 acre more or less situate lying at and being comprised in the entire R.S. Dag No. 236 recorded in R.S. Khatian No. 343 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas being the Dag 236 Property, having acquired ownership of the same partly by way of inheritance and partly by way of several sale deeds and deed of gifts executed in their favour from time to time
- 9.2 The said R.S. Dag No. 236 continued to be numbered as L.R. Dag No.236 in the current Records of Right published under the West Bengal Land Reforms Act, 1955.
- 9.3 By a Sale Deed dated 21<sup>st</sup> June 1988 and registered with Additional District Sub-Registrar, Bidhanagar, in Book No. I, Volume No. 104, Pages 63 to 82, Being No. 5135 for the year 1988 the said Yar Ali Mondal, Momrej Ali Mondal, Omar Ali Mondal, Jafar Ali Mondal, Kasem Ali Mondal and Emtiaj Ali Mondal for the consideration therein mentioned sold conveyed and transferred unto and to Rampati Devi Jaiswal the Dag 236 Property, absolutely and forever.
- 9.4 By a Sale Deed dated 31<sup>st</sup> January 2006, Additional Registrar of Assurances-II, Kolkata in Book No. I, Volume No. 1, Pages 1 to 20 Being No. 2585 for the year 2007 the said 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 25<sup>th</sup> February 2008 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I CD Volume No.3 Pages 3148 to 3164 Being No.2470 for the year 2008, the said Sowket Ali Mondal, Chhayem Ali Mondal, Arfan Ali Mondal, Golam Ali Mondal and Sadek Ali Mondal for the consideration therein mentioned sold conveyed and transferred unto and to Sanjay Singh 2 satak in the said R.S. Dag No. 248, absolutely and forever.
- 10.5 By a Sale Deed dated 28<sup>th</sup> February 2013 and registered with the Additional District Sub-Registrar, Rajarhat in Book I Volume No.5 Pages 5540 to 5553 Being No.3243 for the year 2013,

the said Sanjay Singh for the consideration therein mentioned sold conveyed and transferred unto and to Pratibha Niketan Private Limited his 11 chittack 38 square feet or 1.22 satak in the said R.S. Dag No. 248, absolutely and forever.

- 10.6 The name of the said Pratibha Niketan Private Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 1899. The said Pratibha Niketan Private Limited has also caused to be mutated its name in the records of the Bidhannagar Municipal Corporation under municipal holding No. 374, ward - 09(O)/12N Block No - B,374, Atghara Napara
- 11 Re: R.S. and L. R. Dag No. 249 - Total Area in Dag 2 Satak, Subject area - 2 satak ("Dag 249 Property")
- 11.1 One Noor Mohammad Guin (since deceased) was the sole and absolute owner of All That piece and parcel of land containing an area of 2 satak or 0.02 acre more or less situate lying at and being comprised in entire R.S. Dag No. 249 recorded in R.S. Khatian No. 470 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas being the Dag 249 Property.
- 11.2 The said Noor Mohammad Guin, a Muslim died intestate leaving him surviving his wife namely Upatan Nechha Bibi, three sons namely Abdul Jabbar Gain, Abdul Ohab Gain, Abdul Rahaman Gain and two daughters namely Kohinoor Bibi and Rupjan Bibi as his only heirs and legal representatives who all upon his death inherited and became entitled to the Dag 249 Property, absolutely.
- 11.3 The said R.S. Dag No. 249 continued to be numbered as L.R. Dag No. 249 in the current Records of Right published under the West Bengal Land Reforms Act, 1955.
- 11.4 By a Sale Deed dated 13<sup>th</sup> April 1992 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I Volume No.89 Pages 195 to 202 Being No.3979 for the year 1992, the said Upatan Nechha Bibi, Abdul Jabbar Gain, Abdul Ohab Gain, Abdul Rahaman Gain, Kohinoor Bibi and Rupjan Bibi for the consideration therein mentioned sold conveyed and transferred unto and to Abdur Rahim Tarafdar, Abdur Rahaman Tarafdar and Abdul Hannan Tarafdar the Dag 249 Property, absolutely and forever.
- 11.4.1 By a Sale Deed dated 16<sup>th</sup> June 2008 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I Volume No.7 Pages 15353 to 15368 Being No.7621 for the year 2008, the said Abdur Rahim Tarafdar, Abdur Rahaman Tarafdar and Abdul Hannan Tarafdar for the consideration therein mentioned sold conveyed and transferred unto and to Simplex Nirman Private Limited the Dag 249 Property, absolutely and forever.
- 11.4.2 The name of the said Simplex Nirman Private Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 1863. The said Simplex Nirman Private Limited has also caused to be mutated its name in the records of the Bidhannagar Municipal Corporation under municipal holding No. 518, ward - 09(O)/12N Block No - C, 518, Atghara Napara
- 12 Re: R.S. and L. R. Dag No. 250 - Total Area in Dag 1 Satak, Subject area - 1 satak ("Dag 250 Property")
- 12.1 One Ajay Singh was the sole and absolute owner of the All That piece and parcel of land containing an area of 1 satak or 0.01 acre more or less situate lying at and being comprised in entire R.S. Dag No. 250 recorded in R.S. Khatian No. 530 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas being the Dag 250 Property.

- 12.2 The said R.S. Dag No. 250 continued to be numbered as L.R. Dag No. 250 in the current Records of Right published under the West Bengal Land Reforms Act, 1955.
- 12.3 By a Sale Deed dated 26<sup>th</sup> 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 26<sup>th</sup> November 2009 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I Volume No. 11 Pages 7573 to 7591 Being No. 10602 for the year 2009, the said Ajay Singh for the consideration therein mentioned sold conveyed and transferred unto and to Simplex Nirman Private Limited the Dag 251 Property, absolutely and forever.
- 13.4 The name of the said Simplex Nirman Private Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 1901. The said Simplex Nirman Private Limited has also caused to be mutated its name in the records of the Bidhannagar Municipal Corporation under municipal holding No. 518, ward - 09(O)/12N Block No - C, 518, Atghara Napara
- 14 Re: R.S. and L. R. Dag No. 252 - Total Area in Dag 3 Satak, Subject area - 3 satak ("Dag 252 Property")
- 14.1 One Sowkat Ali Mondal, Chadek Ali Mondal, Chayam Ali Mondal, Arfan Ali Mondal and Golam Ali Mondal (also known as Aju Rahman) were the full and absolute owners of the All That piece and parcel of land containing an area of 3 satak or 0.03 acre more or less situate lying at and being comprised in entire R.S. Dag No. 252 recorded in R.S. Khatian No. 518 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas being the Dag 252 Property.
- 14.2 The said R.S. Dag No. 252 continued to be numbered as L.R. Dag No. 252 in the current Records of Right published under the West Bengal Land Reforms Act, 1955.
- 14.3 By a Sale Deed dated 25<sup>th</sup> February 2008 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I CD-Volume No. 03 Pages 5602 to 5624 Being No. 2596 for the year 2008 the said Sowkat Ali Mondal, Chadek Ali Mondal, Chayam Ali Mondal, Arfan Ali Mondal and Golam Ali Mondal (also known as Aju Rahman) for the consideration therein mentioned sold conveyed and transferred unto and to Pratibha Niketan Private Limited the Dag 252 property, absolutely and forever

- 14.4 The name of the said Pratibha Niketan Private Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 1899. The said Pratibha Niketan Private Limited has also caused to be mutated its name in the records of the Bidhannagar Municipal Corporation under municipal holding No. 516, ward - 09(O)/12N Block No - C,516, Atghara Napara
- 15 **Re: R.S. and L. R. Dag No. 253 - Total Area in Dag 2 Satak, Subject area - 0.92 satak ("Dag 253 Property")**
- 15.1 One Noor Bux Tarafdar (since deceased) was the sole and absolute owner of the All That piece and parcel of land containing an area of 2 satak or 0.02 acre more or less situate lying at and being comprised in entire R.S. Dag No. 253 recorded in R.S. Khatian No. 518 in Mouza - Atghara, J.L. No. 10, P.S. Rajarhat in the District of North 24 Parganas.
- 15.2 The said Noor Bux Tarafdar, a Muslim, died intestate leaving him surviving three sons namely Ketab Ali Tarafdar, Samsul Ali Tarafdar and Md. Ali Tarafdar as his only heirs and legal representatives, who all upon his death inherited and became entitled to 2 satak in the said R.S. Dag No. 253, absolutely.
- 15.3 The said R.S. Dag No. 253 continued to be numbered as L.R. Dag No.253 in the current Records of Right published under the West Bengal Land Reforms Act, 1955.
- 15.4 By a Sale deed dated 26<sup>th</sup> September 2006 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I CD-Volume No. 08 Pages 18060 to 18082 Being No. 8859 for the year 2008 the said Ketab Ali Tarafdar, Samsul Ali Tarafdar and Md. Ali Tarafdar for the consideration therein mentioned sold conveyed and transferred unto and to one Sanjay Singh 2 satak in the said R.S. Dag No. 253 absolutely and forever.
- 15.5 By a Sale Deed dated 28<sup>th</sup> 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 25<sup>th</sup> February 2008 and registered with the Additional District Sub Registrar, Bidhannagar, in Book I CD-Volume No. 3 Pages 5578 to 5601 Being No. 2595 for the year 2008 the said Sowkat Ali Mondal, Chadek Ali Mondal, Chayam Ali Mondal, Arfan Ali Mondal and Golam Ali Mondal (also known as Aju Rahman) for the consideration therein mentioned

- sold conveyed and transferred unto and to Pratibha Niketan Private Limited 3 satak in the said R.S. Dag No. 254 (out of which 1 Satak is subject matter of Project Land), absolutely and forever
- 16.4 The name of the said Pratibha Niketan Private Limited is recorded as Raiyat in the Records of Right published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian No. 1899. The said Pratibha Niketan Private Limited has also caused to be mutated its name in the records of the Bidhannagar Municipal Corporation under municipal holding No. 516, ward - 09(O)/12N Block No - C,516, Atghara Napara
  17. The plans for construction of the Buildings, Club House Building and Mercantile Building at the Project has been sanctioned by the Bidhannagar Municipal Corporation vide sanction Plan Nos. BMC/BPN/RG/352/80/17-18 (Serial Nos. 1 to 11), dated 16th October 2019)
  18. By a Development Agreement dated 13th December 2017 made between the Second Owner herein and the Promoter herein and registered with Additional Registrar of Assurances-IV, Kolkata in Book I Volume No. 1904-2018 Pages 1428 to 1494 Being No. 190412621 for the year 2017, the Second Owner appointed the Promoter for development of the property described in Clause 2.2 of Schedule A above. Pursuant to the sanction of the plans, the allocation of the Second Owner has been finally identified vide the confirmation dated 16<sup>th</sup> February 2022 between the Second Owner and the Promoter.
  19. The First Owners and the Pre-Substituted Owners and the Promoter have been having discussions and understanding in respect of development of the First Owners' Land since about 2017 and pursuant thereto the Promoter has also taken steps in connection with the development of the same jointly with the Second Owner's Land. The full and complete terms and conditions between the First Owners and the Pre-Substituted Owners and the Promoter has been agreed and recorded in the Development Agreement dated 23<sup>rd</sup> July 2021 and registered with Additional District Sub Registrar Rajarhat in Book No. I, Volume No. 1523-2021, Page 313763 to 313896, Being No. 152307402 for the year 2021.
  20. By the said Order dated 20<sup>th</sup> May 2022 of National Company Law Tribunal Kolkata Bench-I, Kolkata the said Pre-Substituted Owners were amalgamated as aforesaid.
  21. In the premises aforesaid, the Second Owner is entitled to units and parking spaces allocated to it as above ["Second Owner's Allocation"] and save the Second Owner's Allocation, the Promoter has exclusive rights to sell or otherwise Transfer the entire units, parking areas and other transferable spaces and rights in the remainder of the building Complex and to receive the price and other amounts in respect thereof with the following rights and authorities.
    - a. The consideration receivable from sale of the Units (including the Designated Apartment) and other transferable areas (except the Second Owner's Allocation) shall belong to the First Owners<sup>18</sup> and the Promoter in the ratio as agreed under the Development Agreement dated 23<sup>rd</sup> July 2021 between them and the entire Other Costs and Deposits Amounts shall exclusively belong to the Promoter;
    - b. All consideration and Other Costs and Deposits Amounts and other amounts shall be payable by the intending buyers to the Promoter, whose acknowledgement and receipt

---

<sup>18</sup> Note: Refer to Note 1 above.

of the same shall bind the Promoter as well as the First Owner and the Promoter shall separately pay to the First Owners<sup>19</sup> the share of the First Owners in the same.

21. The Owners agreed to join in as party to the agreements for sale that may be entered into by the Promoter for sale of any Unit or other saleable area and also upon construction and completion of the Building at the Project to complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in the such Units including Designated Apartment.

#### PART-VIII

#### SPECIFICATIONS

##### 1. FOR UNIT:

##### 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.

---

<sup>19</sup> Note: Refer to note 1 above

iii. <sup>20</sup> in case Allottee acquires/agrees to acquire any Unit in the Mercantile Block, the Specifications will be changed suitably.

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 :-

- 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.

2. For Project

- 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).

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

## SCHEDULE 'C'

## PART-1

## TOTAL PRICE

The Total Price (excluding Goods & Service Tax) for the Designated Apartment based on carpet area of the Unit is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) and the Other Costs and Deposits Amount is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) and Taxes of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) ("Total Price")

## PART-II

## PAYMENT PLAN

The Total price shall be paid by the Allottee to the Promoter in installments as follows:

Particulars	Heads	Amount in Rs.P.**	Goods and Service Tax Rs.P.	Total Rs.P.
10% as booking amount at or before the execution hereof;	Unit Price			
	Other Costs			
10% as further earnest money within 15 days from the date of execution of this Agreement;	Unit Price			
	Other Costs			
	Documentation charges (50%)			
10% as further earnest money within 15 days of completion of piling of the Designated Building;	Unit Price			
	Other Costs			
10% as further earnest money within 15 days of completion of first floor slab casting of the Designated Building;	Unit Price			
	Other Costs			
10% as further earnest money within 15 days of completion of third floor slab casting of the Designated Building;	Unit Price			
	Other Costs			
10% as further earnest money within 15 days of completion of fifth floor slab casting of the Designated Building;	Unit Price			
	Other Costs			
10% as further earnest money within 15 days of completion of eighth floor slab casting of the Designated Building;	Unit Price			
	Other Costs			
10% as further earnest money within 15 days of completion of roof casting of the Designated Building;	Unit Price			
	Other Costs			
5% as further earnest money within 15 days of completion of brick work of designated apartment in the Designated Building;	Unit Price			
	Other Costs			

5% as further earnest money within 15 days of completion of inside flooring of the Designated Apartment:	Unit Price			
	Other Costs			
10% being the balance amount within 15 days of receiving intimation from the Promoter to take possession of the Designated Apartment	Unit Price			
	Other Costs			
	Documentation Charges (50%)			
	Association Formation Charges			
	Advance Maintenance Deposit			
	Deposit Amount (other than Advance Maintenance Deposit)			

\*\*Note :-

(1) Conveyance Deed to be executed at the Unit Price.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2022

BETWEEN.

AMBEY REALTORS LLP

....PROMOTER

AND

\_\_\_\_\_ & ANR.

....ALLOTTEE

AND

ARYAVRAT SAVINGS UNIT PRIVATE LIMITED & ORS.

....OWNERS

AGREEMENT

(Unit No. \_\_\_\_ Block \_\_\_\_)

DSP LAW ASSOCIATES  
Advocates  
4D, NICCO HOUSE  
1B, HARE STREET,

KOLKATA-700001