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भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



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Additional Registrar of Assurances-IV, Kolkata

Certified that the Document is admitted of Registration. The Signature Sheet and the endorsement sheets attached to this Document are the part of this Document.

Additional Registrar of Assurances-IV, Kolkata

27 APR 2023

THIS AGREEMENT made this 27th day of APRIL Two Thousand and Twenty Three BETWEEN (1) **AMBEY CONCRETE FOUNDATION PRIVATE LIMITED** (having CIN - U70100WB2008PTC122866 and PAN AAHCA4736B),

Handwritten: Tanmoy Paul

Handwritten signature: Anand

Handwritten signature: Dhruv

Handwritten signature: Tanmoy Paul

228319

DSP LAW ASSOCIATES
Advocates
4D Nicco House
& 2 Hare Street
Kolkata-700007

NAME _____
ADD. _____
Rs. _____
21 MAR 2023
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C.C. Court
2 & 3, K. S. Roy Road, KOL-1

21 MAR 2023
21 MAR 2023



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
27 APR 2023



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



192023240029868108

GRN Details

GRN:	192023240029868108	Payment Mode:	SBI Epay
GRN Date:	26/04/2023 15:40:59	Bank/Gateway:	SBIePay Payment Gateway
BRN :	1962443770839	BRN Date:	26/04/2023 15:41:21
Gateway Ref ID:	744460655	Method:	IDBI Bank-Corporate NB
GRIPS Payment ID:	260420232002986809	Payment Init. Date:	26/04/2023 15:40:59
Payment Status:	Successful	Payment Ref. No:	2000960060/1/2023
			[Query No*Query Year]

Depositor Details

Depositor's Name:	AMBEY REALTORS LLP
Address:	PS IXL ,UNIT NO 205,2ND FLOOR KOLKATA-700136, West Bengal, 700136
Mobile:	8240349170
Email:	accounts@ambeygroup.net
Contact No:	8240349170
Depositor Status:	Others
Query No:	2000960060
Applicant's Name:	Mr Subhash Naskar
Identification No:	2000960060/1/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	26/04/2023
Period To (dd/mm/yyyy):	26/04/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000960060/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	40021
2	2000960060/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	7021
			Total	47042

IN WORDS: FORTY SEVEN THOUSAND FORTY TWO ONLY.



Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



260420232002986809

GRIPS Payment Detail

GRIPS Payment ID:	260420232002986809	Payment Init. Date:	26/04/2023 15:40:59
Total Amount:	47042	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	1962443770839	BRN Date:	26/04/2023 15:41:21
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

Depositor Details

Depositor's Name: AMBEY REALTORS LLP
Mobile: 8240349170

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240029868108	Directorate of Registration & Stamp Revenue	47042
Total			47042

IN WORDS: FORTY SEVEN THOUSAND FORTY TWO ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.

PAID

a Company within the meaning of the Companies Act, 2013 having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, Post Office - Rajarhat Gopalpur, Police Station Baguiati, District North 24 Parganas, Kolkata - 700136 represented by its Director Mr. Tanmoy Paul son of Dulal Chandra Paul residing at 24/2, Bidhan Sarani, Near Sree Mani Market, Beadon Street, Kolkata - 700006, having PAN AIAPP0454B and Aadhar No. 553059989625 and (2) **SIMPLEX LAND & HOUSING DEVELOPMENT PRIVATE LIMITED** (having CIN - U45201WB1995PTC076123 and PAN AADCS5138F), a Company within the meaning of the Companies Act, 2013 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 represented by its Director Mr. Raj Kumar Agarwal son of Late Sri Chhote Lal Agarwal residing at 13/14A ,Tower-3,Near City Center-2,Hatiara,North 24 Parganas , Post Office Hatiara and Police Station - New Town, Pincode -700157 having PAN ACKPA0021B and Aadhar No. 928217831297 hereinafter referred to as "the **OWNERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-office and/or assigns) of the **ONE PART AND AMBEY REALTORS LLP**, (having LLP IN AAD-6412) a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2008 having its registered office at PS IXL, Unit No. 205, 2nd Floor, Post Office Rajarhat Gopalpur, Police Station Baguiati, Kolkata - 700136 having PAN ABCFA8196Q represented by its Designated Partner Mr. Dipak Kumar Agarwal son of Sri Basudeo Prasad Agarwal residing at 54, Bangur Avenue, Block B, Flat No. 1B, Police Station Lake Town, Post Office Bangur Avenue, Kolkata-700055, having PAN ADIPA4263G and Aadhar No. 409082807090); hereinafter referred to as "the **DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or successors-in-interest and/or assigns) of the **OTHER PART**:

SECTION-I # DEFINITIONS & INTERPRETATION:

1. DEFINITIONS:

- 1.1 Unless in this Agreement there be something contrary or repugnant to the subject or context:-
 - 1.1.1 "**Appointed Date**" shall mean 13th day of December, 2017.
 - 1.1.2 "**Agreed Ratio**" shall mean the ratio of sharing or distribution of Realization between the Owners and the Developer which shall be 20% (twenty percent) belonging to the Owners and 80% (eighty percent) belonging to the Developer.

- 1.1.3 **“Appropriate Authorities”** shall mean the Central or State Government or any Department thereof and/or its officers and all other State Executives, judicial or quasi-judicial authorities and persons and includes any local authority, Government Company, statutory bodies or authorities, Bidhannagar Municipal Corporation, former Rajarhat Gopalpur Municipality, municipal authorities, planning authority, development authority, B.L.&L.R.O., D.L.&L.R.O., District Magistrate, Additional District Magistrate, commissioner, collector, other authorities under the West Bengal Land Reforms Act or Estates Acquisition Act any or other statute, KMDA, MED, fire brigade, the competent authority under the Urban Land (Ceiling & Regulation) Act, 1976, airport authority, highway authorities, authorities under the Real Estate Laws, police authorities, law enforcement authorities, pollution control authorities, fire service authorities, insurance companies, courts, tribunals, judicial and quasi-judicial authorities and forums, service/utility providers for electricity, water, drainage, sewerage, lift, generator, telecom, television, wireless connectivity, digital or any other utilities whatsoever.
- 1.1.4 **“Building Complex”** shall mean the New Buildings at the Subject Property together with the Common Areas and Installations and wherever the context so permits or intends, shall include the land at the Subject Property.
- 1.1.5 **“Building Plans”** shall mean the plan for construction of the New Buildings caused to be sanctioned by the Developer from the Bidhannagar Municipal Corporation vide plan No. BMC/BPN/RG/868/141/20-21 (Serial Nos. 1 and 2) dated 15.02.2022 and include all modifications and/or alterations that may be made thereto as well as all extensions and/or renewals thereof.
- 1.1.6 **“Common Areas and Installations”** shall according to the context mean and include the areas, installations and facilities comprised in and for the New Buildings and/or the Subject Property as mentioned in the **SECOND SCHEDULE** hereunder written and expressed or intended by the Developer from time to time for use in common with rights to the Developer to modify and/or alter the same and/or to keep any part or parts of the Common Areas and Installations meant for use by a specified category of Transferees and/or such other persons as the Developer may deem fit and proper.
- 1.1.7 **“Common Purposes”** shall mean and include the purposes of managing, maintaining, administering, upkeep and security of the Building Complex and in particular the Common Areas and Installations; the rendition of common services in common to the Transferees thereof; the collection and disbursement of the common expenses; the

regulation of the mutual rights, obligations and liabilities of the Transferees thereof and dealing with all matters which are of common interest to the Transferees thereof.

- 1.1.8 "**Completion of Construction**" in connection with any New Building shall mean that such New Building is constructed and Completion Certificate(s) for it is/are issued by the Architect.
- 1.1.9 "**Developer's Share of Realization**" shall mean 80% (eighty percent) of the Realizations in respect of all the Transferable Areas.
- 1.1.10 "**Extras and Deposits**" shall mean the amounts mentioned in **FOURTH SCHEDULE** hereto subject to any variations that may be made as per Clause 10.7 hereto.
- 1.1.11 "**Force Majeure**" shall mean any event or combination of events or circumstances that are beyond the control of a party including (a) Acts of God i.e., fire, draught, flood, earthquake, storm, lightning, epidemics, pandemic and other natural disasters; (b) Explosions or accidents, air crashes; (c) General strikes and/or lock-outs, civil disturbances, curfews etc.; (d) Civil commotion, insurgency, war or enemy action or terrorist action; (e) Change in law, Rules and Regulations, injunctions, prohibitions or stay granted by any court of law, arbitrator or the Government; (f) Non-functioning of any existing or new Appropriate Authority due to any reason whatsoever and (g) any other event or circumstance which is beyond the control of the parties.
- 1.1.12 "**Internal Agreed Proportion**" shall mean 85% to Owner No. 1 and 15% to Owner No. 2.
- 1.1.13 "**New Buildings**" shall mean the one or more buildings and/or other structures that may be constructed by the Developer from time to time at the Subject Property.
- 1.1.14 "**Owners' Share of Realization**" shall mean 20% (twenty percent) of the Realizations in respect of all the Transferable Areas to be shared by them in the Internal Agreed Proportion.
- 1.1.15 "**Parking Spaces**" shall mean the spaces for the parking of cars and/or two-wheelers at the Building Complex.
- 1.1.16 "**Pass Through Charges**" shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof.
- 1.1.17 "**Project**" shall mean the development of the Building Complex on the Subject Property and Transfer of the Transferable Areas therein and taking care of the Common Purposes until certain period and all acts, deeds and things connected therewith as morefully contained in this Agreement.

- 1.1.18 "**Realization**" shall mean the amounts that may, from time to time, be received against the Transfer of Units, the Parking Spaces and the other Transferable Areas and/or in relation to such Transfer on any account other than Pass Through Charges and Extras and Deposits.
- 1.1.19 "**Real Estate Laws**" shall mean the Real Estate (Regulation and Development) Act, 2016 as applicable to West Bengal and includes the amendments and substitutes thereof and also all rules, regulations and byelaws in respect thereof.
- 1.1.20 "**Specifications**" shall mean certain requirements as regards the construction, erection, fittings, fixtures, installations etc. of or at the Building Complex as per the particulars mentioned in the **THIRD SCHEDULE** hereunder written.
- 1.1.21 "**Subject Property**" shall mean the landed property situate lying at comprising of the L.R. Dag No. 2049 recorded in L.R. Khatian No. 11778 and 11781 and L.R. Dag no. 2050 recorded in L.R. Khatian Nos. 11779, 11780, 11783, 11784 and 11785 in Mouza Gopalpur, J.L. No. 2 under Police Station Airport in the District of North 24 Parganas morefully and particularly described in the **FIRST SCHEDULE** hereunder written.
- 1.1.22 "**Transfer**" with all its grammatical variations shall mean transfer primarily by sale with possibility of lease, grant of perpetual or periodic rights or by any other means adopted by the Developer.
- 1.1.23 "**Transferable Areas**" shall mean the Units, Parking Spaces and/or anything else comprised at the Subject Property which is or can be commercially exploited including by making it part of area of Units or by making it appurtenant to any Unit or otherwise.
- 1.1.24 "**Transferees**" shall mean the person(s) who from time to time purchase or agree to purchase or otherwise acquire any Transferable Areas in the Building Complex.
- 1.1.25 "**Units**" shall mean the independent and self-contained residential flats in the New Buildings at the Subject Property capable of being exclusively held, used or occupied by a person and also includes any offices, shops or commercial spaces or portions thereof if so constructed by the Developer as part of any New Building(s).

2. INTERPRETATION:

- 2.1 Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any schedule shall mean the Schedule to this Agreement and include any parts of such Schedule.

- 2.2 Headings, clause titles, capitalized expressions and bold expressions are given for the purposes of convenience only.
- 2.3 Words denoting a particular gender shall be deemed to include the other gender.
- 2.4 Words using the singular or plural number shall include the plural or singular number respectively.
- 2.5 The terms "hereof", "herein", "hereby", "hereto" and other derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement as the case may be.
- 2.6 The word "include" shall be construed without limitation.
- 2.7 The Schedules/Annexure and the recitals hereto shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to constitute a breach of this Agreement.
- 2.8 Where any notice, consent, approval, permission or certificate is required to be given by any party to this Agreement, such notice, consent, approval, permission or certificate must (except where otherwise expressly specified) be in writing.

SECTION-II # RECITALS AND REPRESENTATIONS:

3. RECITALS/REPRESENTATIONS:

3.1 RECITALS:

- 3.1.1 **WHEREAS** the Owners are the full and absolute joint owners of the Subject Property.
- 3.1.2 **AND WHEREAS** the Owners and the Developer have on a principal to principal basis agreed that the Developer would develop the Subject Property and Transfer the Transferable Areas therein to interested Transferees and the Owners would convey proportionate shares in land in favour of the concerned Transferees upon Completion of Construction and no economic benefit in the form of supply would occur between the Developer and the Owners.
- 3.1.3 **AND WHEREAS** in or about 13th December 2017 one (i) Simplex Plaza Private Limited, (ii) Simplex Hirise Private Limited, (iii) Simplex Complex Private Limited, (iv) Regal Niwas Private Limited, (v) Pratibha Plaza Private Limited, (vi) Regal Plaza Private Limited (subsequently all (i) to (vi) amalgamated with Ambey Concrete Foundation Private Limited, the Owner No. 1 hereto and as recited in clause 3.6 of the Fifth Schedule) and (vii) Pratibha Niketan Private Limited (subsequently amalgamated with Simplex Land & Housing Development Private Limited, the Owner No. 2 hereto

recited in clause 3.7 of the Fifth Schedule) entered upon an understanding/agreement with the Developer hereto in connection with the development of the Subject Property and followed it up with a power of attorney dated 27th January 2018 granted by them to the Developer. The Developer then proceeded to cause the Building Plans to be sanctioned from the Bidhannagar Municipal Corporation vide plan No. BMC/BPN/RG/868/141/20-21 (Serial Nos. 1 and 2) dated 15.02.2022 for construction of New Buildings at the Subject Property and has also taken several preliminary steps in respect of the proposed development. As per the said Building Plans there has been sanctioned 2 Residential Buildings which contains multiple residential units and there are common amenities and facilities some of which are common to each such building and some which are common to both the buildings and the Building Complex as a whole

3.1.4 **AND WHEREAS** the parties have now deemed proper and necessary to record all the terms and conditions agreed between them in connection with the Project which shall replace the earlier understanding/agreement between them, being these presents.

3.2 **REPRESENTATIONS:**

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

- (a) That the Owners are presently the full and absolute owners of the Subject Property with marketable title and free from encumbrances created or suffered by the Owners and are in khas vacant and peaceful possession thereof. The facts about the Owners deriving title to the Subject Property are stated in the **FIFTH SCHEDULE** hereto.
- (b) That the Subject Property has not been attached under any decree or order of any Court of Law or due to Income Tax realization or under any other Public Demand.
- (c) That there is no impediment, obstruction, restriction or prohibition in the Owners entering upon this Agreement and/or in the development and transfer of the Subject Property.
- (d) That save and except those with the Developer, the Owners have not entered upon any agreement or contract with any other person in connection with the Subject Property or any part thereof or its development/sale/transfer nor have

the Owners otherwise dealt with the Subject Property or any part thereof prior to execution of this Agreement.

- (e) That the Owners have not mortgaged or charged or provided security interest in respect the Subject Property or any part thereof and there is no notice or proceeding for realization or recovery of the dues of a Bank nor is there any proceeding under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act, 1956/2013 or the Insolvency & Bankruptcy Code, 2016 or before the Debts Recovery Tribunal or before any other Court or Tribunal.
- (f) That subject to the terms hereof, there is no difficulty in compliance of the obligations of the Owners hereunder.

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

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

SECTION-III # WITNESSETH:

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

4. DEVELOPMENT AND CONSTRUCTION:

4.1 In the premises aforesaid:-

- 4.1.1 The Owners have agreed that the Developer shall, with effect from the Appointed Date, have exclusive rights and authority to develop the Building Complex at the Subject Property, to Transfer the Transferable Areas and to administer the Common Purposes (up to a specified time) and the Developer has agreed to accept the same;

- 4.1.2 The Developer has agreed to carry out the planning and implementation of the Building Complex and to invest or cause the investment of the costs and expenses required for the same and to carry out certain other acts, deeds and things pertaining to the Project and to be entitled to the Developer's Share of Realization and other sums as stated herein in consideration thereof;
- 4.1.3 The Owners have agreed to Transfer to the Transferees the proportionate undivided share in the land attributable to Units and other constructed areas upon the Completion of Construction thereof and to carry out certain other acts, deeds and things pertaining to the land at the Subject Property and to be entitled to the Owners' Share of Realization in consideration thereof;
- 4.1.4 The Owners and the Developer have agreed to act on a principal to principal basis in respect of their entire roles, rights and obligations on the terms and conditions hereinafter contained.
- 4.2 With effect from the Appointed Date, the Developer has and shall continue to have the sole and exclusive rights, authorities and entitlements (a) to develop and construct or cause to be developed and constructed the Building Complex at the Subject Property, (b) to Transfer the Transferable Areas therein, (c) to administer the Building Complex in the manner and until the period as morefully contained herein, (d) to the Developer's Share of Realization, (d) to the entirety of the Extras and Deposits and (e) to all other properties, benefits and rights of the Developer hereunder or to which the Developer is entitled hereunder on and subject to the terms and conditions hereinafter contained; and the Owners have and shall continue to be entitled (a) to the Owners' Share of Realization and (b) to all other properties, benefits and rights of the Owners hereunder or to which the Owners are entitled hereunder on and subject to the terms and conditions hereinafter contained.

5. LAND-RELATED OBLIGATIONS:

- 5.1 In connection with the Subject Property, the Owners shall, at their own costs and expenses, comply with the following obligations: -
- (a) **Title:** The Owners shall deal with, settle or otherwise clear any legitimate question or objection or claim of any person with regards to the title of the Owners to the Subject Property. The Owners agree to answer and comply with any reasonable requisitions on title that may be raised from time to time.

- (b) **Free from Encumbrances:** The Subject Property and each part thereof is free from encumbrances created made done or suffered by the Owners and the Owners shall hereafter not create any encumbrance on the same.
 - (c) **Mutation & Conversion:** The Owners shall continue to maintain proper mutation of their names in respect of the Subject Property and proper conversion of the same to the nature of use commensurate with the Building Complex and other like purposes in the records of the Bidhannagar Municipal Corporation, the Gram Panchayat and the B.L. & L.R.O. In case the records of the Bidhannagar Municipal Corporation, Rajarhat Gopalpur Municipality, the B.L. & L.R.O or any other concerned authority require any correction or rectification or change, the Owners shall cause the same.
 - (d) **Direct Access:** The Subject Property has and shall continue to have direct access from the abutting public road.
 - (e) **Clearances:** The Owners shall apply for any permissions and/or clearances in respect of the land as may be required in law to be obtained by the Owners.
 - (f) **Taxes:** The Owners shall pay and clear up-to-date Panchayat Tax Receipt and Khajana, if outstanding.
- 5.1.1 The Owners shall also cause to be registered the said Order 23rd February 2022 morefully mentioned in clause 3.6 of the Fifth Schedule within a few days.
- 5.2 **TIME FOR COMPLIANCE OF THE OWNERS' OBLIGATIONS:** The time period for compliance of the several obligations of the Owners shall be **90 (ninety) days** from the date of being required to do so upon a situation for the same arising.
- 5.3 **CO-OPERATION OF THE DEVELOPER:** The Developer agrees to provide necessary co-operation to the Owners in carrying out the obligations of the Owners contained hereinabove.
- 5.4 **TITLE DEEDS:**
- 5.4.1 All original Title Deeds relating exclusively to the Subject Property shall be delivered by the Owners to the Developer simultaneously with the execution hereof.
 - 5.4.2 The Developer shall be entitled from time to time and at all times to produce, give copies of and provide extracts of and from the said original Title Deeds before government and semi-governmental bodies and authorities, municipal and land authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers, buyers/transferees in the Building Complex,

financial institutions providing finance to the Developer and buyers/transferees and other persons and authorities as may be required by the Developer.

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

6. **SECURITY DEPOSIT:** The Developer has paid to the Owner No.1 a sum of Rs.600000/- (Rupees six lakhs) only and to the Owner No. 2 a sum of Rs. 100000/- (Rupees one lakh) only towards Security Deposit free of interest. The said Security Deposit amount shall be refundable by the Owners to the Developer upon completion of the Building Complex.

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

7.1 **PLANNING:** The planning and layout for the development of the Subject Property has been and shall be continued to be done by the Developer. Such planning shall include the design, concept and layout of the Building Complex including the New Buildings as well as the landscaping, plantation, walkways, driveways, etc. at the Subject Property, the nature of buildings, activity centre facilities etc.,

7.2 **SURVEY AND SOIL TESTING:** The Developer shall, at its own costs and expenses, carry out the necessary survey and soil testing and other preparatory works in respect of the Subject Property.

7.3 **MODIFICATIONS:** The Developer shall in consultation with the Owners be entitled from time to time to cause modifications and alterations to the Building Plans already sanctioned in such manner and to such extent as the Developer may deem fit and proper.

8. **CONSTRUCTION OF THE BUILDING COMPLEX:**

8.1 **CONSTRUCTION:** The Developer shall construct or cause to be constructed the New Buildings at the Subject Property.

8.2 **QUALITY OF CONSTRUCTION:** The Developer shall construct or cause to be constructed the New Buildings in a good and workman-like manner with good quality of materials and the Specifications as mentioned in the **THIRD SCHEDULE** hereto or equivalent substitutes thereof. The Developer shall handle and tackle local issues which

may arise. The Developer shall construct and build the New Buildings in accordance with the Building Plans and do all acts, deeds and things that may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at that time. The construction shall be done by the Developer in compliance with the legal requirements.

- 8.3 **COMPLETION CERTIFICATE/OCCUPANCY CERTIFICATE:** The Developer shall obtain the necessary Completion Certificate/Occupancy Certificate, as the case may be, in respect of the New Buildings from the Architect for the Building Complex. Such Completion Certificate/Occupancy Certificate may be obtained by the Developer building-wise or partially. If such certificates are also issued at the material time by the sanctioning authority, then the Developer shall apply for and obtain the same from time to time from such authority.
- 8.4 **MANAGEMENT AND CONTROL:** The Developer shall have the exclusive and unobstructed right to administer the development of the Building Complex at the Subject Property. The Developer shall be free to set up site office, put up hoardings/boards, bring out brochures and commence the preparatory works for Transfer of the proposed Building Complex at the Developer's cost.
- 8.5 **TEAM:** The Architect for the Building Complex and the entire team of people required for the execution of the Building Complex at the Subject Property shall be such persons as may be selected and appointed by the Developer in its sole discretion. All persons employed by the Developer for the purpose of construction such as architects, engineers, contractors, labourers, care-takers, security personnel, consultants, etc. shall be persons under the appointment of and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration, etc. or their acts in any manner whatsoever and shall have no responsibility towards the Architect and/or contractors, labourers, caretakers etc. or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I. etc., maintenance of records of labourers etc. and all responsibilities in this regard shall be that of the Developer and the Owners shall be kept protected and harmless against any action, if taken against the Owners for non-compliance or violation of the said requirements.
- 8.6 **UTILITIES:** The Developer shall be entitled to use the existing and/or apply for and obtain temporary or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities, inputs and facilities from all the concerned Appropriate Authorities.

- 8.7 **COMMON AREAS AND INSTALLATIONS:** The Developer may modify the Common Areas and Installations in the Subject Property meant jointly or individually for (a) any individual New Building, (b) any different category of Transferees and/or (c) use of the different areas. The Developer shall provide for the availability of Common Areas and Installations providing for passages, driveways, electricity, drainage and sewerage and water connections and any other area, installation or facility that the Developer may provide at the Subject Property. The Developer shall, as it deems fit and proper, be entitled to: -
- (a) Erect, install and/or operationalize the Common Areas and Installations within the phases and across the phases gradually;
 - (b) Allow or permit only provisional and/or partial use of the Common Areas and Installations or part(s) thereof until the Completion of Construction of the Building Complex or until such earlier time as the Developer may deem fit and proper;
 - (c) Erect and/or operationalize the activity centre and facilities thereat, if any and to the extent planned upon Completion of Construction;
 - (d) Change the location, dimension, capacity or any other physical or in-built Specifications of any Common Areas and Installations in phases and from time to time erect, install;
 - (e) Impose restrictions and conditions for the use of the Common Areas and Installations including the Recreational area;
 - (f) Charge, demand, receive or realize any Extras or Deposits in connection with any part or portion of Common Areas and Installations;
 - (g) Provide for separate entrances for different areas and provide for the segregation of the Common Areas and Installations for different spaces/Transferees.
- 8.8 **CALCULATION OF AREAS:** The carpet area shall be as per the applicable Real Estate laws and shall be provided by the Developer and the built-up and super built-up area in respect of all the Units and other Transferable Areas in the Building Complex shall be such as is determined by the Developer.
- 8.9 **AUTHORITY:** The Owners hereby agree and confirm that the Developer shall have complete authority to carry out the planning and development of the Building Complex at the Subject Property.
- 8.10 **APPROVALS FOR DEVELOPMENT:** The Developer shall in its own name or in the name of the Owners apply for and obtain all permissions, clearances, no objection

certificates and/or other approvals required for carrying out the development at the Subject Property, including those required from Pollution Control Authorities, Fire Service Authorities, Police Authorities, Panchayat Samity, Gram Panchayat, Municipal Authorities or other statutory authorities at its own costs and expenses.

- 8.11 **COMPLIANCES:** The Developer shall not violate any Municipal rules or laws or any other statutory rules and laws and shall always abide by and observe all rules and procedures and practices usually followed in constructing buildings. The Owners shall not be responsible for any latches and/or lapses on part of the Developer.
- 8.12 **TIME FOR CONSTRUCTION:** Subject to the Owners not being in default of the compliance of their obligations hereunder and subject to Force Majeure, the Developer shall complete the construction of the Building Complex within 48 (forty-eight) months from the grant of registration under the Real Estate Laws and of all other clearances and certificates by the Appropriate Authorities necessary to commence and carry out the development of the Building Complex. There shall be an extended period of 6 (six) months beyond the time for construction mentioned above.
- 8.13 **COMPLETION OF CONSTRUCTION:** The Developer shall be deemed to have constructed and completed the New Buildings if the Developer has constructed the same internally as per the agreed Specifications and has provided reasonable ingress and egress, obtained temporary or permanent water, electricity and drainage connections (if and to the extent applicable to such constructed area) and obtained the Completion Certificate of the Architect in respect thereof.
- 8.14 The Developer shall be at liberty to carry out the Completion of Construction phase-wise and obtain partial Completion Certificates/Occupancy Certificates.
- 8.15 **ADDITIONAL/FURTHER CONSTRUCTION:** The Developer shall be entitled to apply for the sanction of additional/further constructions (including any incremental parking space) beyond those sanctioned under the Building Plans if so and as is thereafter possible/permissible to be constructed and such additional/further construction shall automatically form part of the Transferable areas.
- 8.16 **COSTS AND EXPENSES:** All costs and expenses for the sanction or modifications of plans (including fees of the Architects and all fees, costs and charges payable for sanction, modification, alteration and/or revision of building plans), the construction and development of the Subject Property and the activities mentioned above shall be borne and paid by the Developer.
- 8.17 **FINANCE AND MORTGAGE:** The Owners hereby agree and permit the Developer to obtain loans and finance for development of the Subject Property from any Banks

and/or the Financial Institutions and/or Non-Banking Financial Companies and/or Recognized Foreign Direct Investors and/or REIT by mortgaging and charging the New Buildings and/or other constructions, if any, to be made by the Developer at the Subject Property and the land comprised in the Subject Property without, however, creating any financial obligation upon the Owners and without creating any charge or lien on the share of the Owners in the Realization. The Developer shall indemnify and keep the Owners fully indemnified against any loss damage cost claim action or proceeding suffered by the Owners owing to any delay or default in the repayment of the amounts and dues against any such mortgage by the Developer. The Owners agree from time to time to provide consents, confirmations, no objections or other documents as may be required for the creation of such mortgage or charge by the Developer and also agree to sign necessary loan and/or other agreements and power(s) of attorney with the bankers or financiers in connection with the above.

9. TRANSFER:

- 9.1 **TRANSFERS BY THE DEVELOPER:** The Owners have agreed that the Developer shall have exclusive rights and authorities to Transfer all Transferable Areas at the Building Complex on the terms and conditions hereinafter contained and to negotiate and settle the price and other terms of transfer with the intending Transferees.
- 9.2 **LAND SHARE SALE:** The Owners agree to sell and transfer their undivided shares in the land attributable to the concerned Unit and/or other Transferable Areas with all and whatever its entire share right title and interest in the concerned Transferable Areas to the respective Transferees in such parts or shares as the Developer may nominate or require.
- 9.3 **PUBLICITY:** The Developer shall be entitled to advertise for Transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex through all media.
- 9.4 **MARKETING AGENTS:** The Developer shall be entitled to appoint brokers, sub-brokers, channel partners, business associates and other agents for the sale and transfer of the Units and Parking Spaces in the Building/s at such remuneration and on such terms and conditions as it may deem fit and proper.
- 9.5 **BOOKINGS:** The Developer shall accept bookings of any Unit, Parking Space or other saleable space/constructed area in the Building Complex in favour of any Transferee and if necessary, shall cancel, revoke or withdraw any such booking.

- 9.6 **REALIZATIONS & OTHER AMOUNTS:** The Developer shall receive the Realizations including earnest money, part payments, consideration, Extras and Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Transfer of the Transferable Areas at the Building Complex or any part/share thereof in its own name and shall give receipts for the same which shall be fully binding upon all the parties hereto.
- 9.7 **RATES:** The consideration for which the Developer shall open the bookings and/or for which the Units, Parking Spaces and other saleable areas shall be transferred by the Developer shall be such as may be determined by the Developer from time to time.
- 9.8 **CUSTOMER DOCUMENTATIONS:** The agreements, receipts, confirmations, applications, sale deeds, final deeds of transfer and/or other documents relating to Transfer of the Units, Parking Spaces and other saleable/transferable areas shall be executed by the Developer and the Owners and the Owners do hereby authorize and empower the Developer to sign, execute and/or register the same as the constituted attorney of the Owners fully and in all manner with regards thereto and agree to execute and/or register one or more powers of attorney from time to time in favour of the Developer as may be required or found necessary and such power(s) of attorney shall subsist during the subsistence of this Agreement.
- 9.9 **ADVOCATES:** All documents of transfer or otherwise shall be drafted by DSP Law Associates, Advocates of 4D Nicco House, 1B & 2 Hare Street, Kolkata-700001.
- 9.10 **MARKETING COSTS:** All costs of brokerage, commission and other like amounts relating to Transfer as also any interest, damage or compensation payable to any Transferee or other person relating to the Building Complex shall be payable by the Developer alone.
- 10. REALIZATION AND DISTRIBUTION:**
- 10.1 **SHARE IN REALIZATIONS:** The Owners shall be entitled to 20% (twenty percent) of the Realizations from the Building Complex in the Internal Agreed Proportion and the Developer shall be entitled to 80% (eighty percent) of the Realizations from the Building Complex.
- 10.2 **PAYMENT TO OWNERS:** The Developer shall pay to the Owners 20 % of the Realizations (excluding Extra and Deposits and Pass Through Charges) from the Building Complex (in the Internal Agreed Proportion) on such periodic basis as the parties hereto mutually decide.

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

not be any monetary liability for repayment of such loans or interest upon them or any of them nor shall there be any charge or lien on the Building Complex /Subject Property except the flat and appurtenances under sale or Transfer and save those occasioned due to cancellation of the agreement with the Transferees and to the extent to be mentioned in the agreement for sale to be entered into with them.

- 10.10 **INSURANCE:** The Developer shall purchase and maintain insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and as are reasonably required to be maintained to insure the Building Complex and all related assets against risks in an adequate amount consistent with facilities similar to the size and type of the Building Complex and/or as may be required by the lenders (if any). The premiums payable on the insurance coverage as indicated above including any costs and expenses incidental to the procurement and enforcement of such insurance cover shall be part of the costs of the Building Complex to be borne and paid by the Developer. The proceeds from all insurance claims, except for life and injury, shall be promptly applied for the repair, renovation, restoration and/or re-instatement of the assets, facilities and services of the Building Complex or any part thereof which may have been damaged or destroyed.
- 10.11 **RECORDS AND INSPECTION:** Each party shall maintain their respective records of Transfer (including marketing costs) of the Building Complex.

11. COMMON PURPOSES AND MAINTENANCE IN-CHARGE:

- 11.1 **COMMON PURPOSES:** All Transferees shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes in consultation with the Owners.
- 11.2 **MAINTENANCE IN-CHARGE:** The Developer shall form a Maintenance Company and/or Association for the Common Purposes of management and maintenance of the Building Complex and for the collection and disbursement of Common Expenses and till such time as the Association or Maintenance Company is formed and handed over or till such other time as the Developer may desire, the Developer or its nominee shall be in charge of administering the Common Purposes. It is expressly agreed and understood that so long as the Developer or its nominee remains the Maintenance In-charge, the Owners and/or their nominees or Transferees shall not hold the Developer or its nominee liable or responsible for rendering any accounts or providing explanations for any expenses incurred.

12. COVENANTS BY THE OWNERS:

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

- (a) The Owners shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, letters and other documents and shall do all acts deeds and things as may be required by the Developer in connection with the obtaining of any modification/alteration to the sanctioned Building Plans and for obtaining any approvals required to be obtained by the Developer for commencing or carrying out the development at the Subject Property.
- (b) For all or any of the purposes contained hereinabove and required by the Developer, the Owners shall render all assistance and co-operation to the Developer and shall sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on part of the Owners.
- (c) With effect from the date of execution hereof, the Owners shall not deal with, transfer, let out or create any encumbrance in respect of the Subject Property or any part thereof or allow any development to be made thereat save only to the extent permitted expressly hereunder.
- (d) The Owners shall not be entitled to assign this Agreement or any part thereof from the date hereof without the prior consent in writing of the Developer. However, any merger or demerger affecting the Owners' companies and the Subject Property as its asset shall be subject to this Agreement and the Power of Attorney to be executed in pursuance hereof and all acts, deeds and things done in pursuance hereof. Any demerged or merging entity holding the Subject Property shall be bound by this Agreement, the Power of Attorney to be executed in pursuance hereof and all acts, deeds and things done in pursuance hereof in the same manner and to the same extent as the Owners would have been bound and the agreement and power/s of attorney shall continue to subsist, remain valid and binding upon the new entity. Such merging or demerging entity shall, at its costs and expenses, be bound to enter upon any further agreement or power of attorney if so and as required by the Developer.

- (e) The Owners shall not cause any interference or hindrance in the modification/addition/alteration of Building Plans in terms hereof, the construction and development at the Subject Property by the Developer and/or the Transfer of the Transferable Areas and shall not do any act deed or thing whereby any right of the Developer hereunder may be affected.
- (f) The Owners shall ensure that they shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement and shall keep the Developer and all persons deriving right from the Developer fully saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions or proceeding that may be suffered or incurred by them or any of them in this regard.
- (g) The Owners shall bear and pay all taxes and impositions levied by the State Government, Central Government or any other authority or body or which are applicable under any law for the time being in force on the Owners' Share of Realization.
- (h) The Owners have full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

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

- (a) The Developer agrees not to do any act, deed or thing whereby any right or obligation of the Owners hereunder may be affected or whereby the Owners are prevented from making or proceeding with the compliance of their obligations hereunder.
- (b) The Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limit without any delays or defaults and shall not do or permit to be done any act or omission contrary to the terms and conditions of this Agreement in any manner.
- (c) The Developer shall not be entitled to assign this Agreement or any part thereof from the date hereof without the prior consent in writing of the Owners, but may enter upon joint ventures, collaborations and/or tie-ups with any person and may also appoint a sub-developer as the Developer deems fit and proper. However, the obligations of the Developer hereunder shall not be affected thereby.

14. **FORCE MAJEURE:** Notwithstanding anything to the contrary contained elsewhere in this Agreement, the parties hereto shall not be considered to be in default of the performance of the obligations or be liable for any obligation hereunder to the extent that the performance of their respective obligations are prevented by the existence of Force Majeure and the time for performance shall remain suspended during the duration of the Force Majeure.
15. **POWERS OF ATTORNEY:**
- (a) The Owners shall, with the execution of these presents, execute and/or register one or more Powers of Attorney in favour of the Developer and/or the Developer's nominated persons being namely Mr. Raj Kumar Agarwal and/or Mr. Dipak Kumar Agarwal or such other person as may be nominated from time to time granting all necessary powers and authorities to effectuate and implement this Agreement (including for preparation and sanction of the revised Building Plans, construction and development of the Building Complex and for sale or otherwise transfer of the Transferable Areas and all share right title and interest of the Owners in the Building Complex) and also otherwise under this Agreement and agree that the same shall subsist during the subsistence of this Agreement. The earlier power of attorney dated 27th January 2018 shall stand superceded by the Power of Attorney to be executed in pursuance hereof.
- 15.1 It is understood that to facilitate the Building Complex, various acts deeds matters and things not specified herein may be required to be done by the Developer for which the Developer may need the authority of the Owners for making or signing various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorization as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on a written request made by the Developer.
- 15.2 The said power or powers of attorney to be so granted by the Owners to the Developer and/or its nominee(s) shall form an integral part of this Agreement and the Owners shall not be entitled to modify or alter the same without the prior written consent of the Developer.

16. UNSOLD AREAS:

16.1 In case upon expiry of 6 months from the Completion of Construction there remains Transferable Areas which are unsold, then the parties may decide to divide and allocate the same on such terms and conditions as may be mutually agreed between them and until such allocation, the Developer shall continue to have sole and exclusive rights to Transfer the Transferable Areas in the manner envisaged herein. In case the parties decide to divide and allocate the unsold Transferable Areas, the following terms and conditions shall apply:

- (a) The Developer and the Owners (in the Internal Agreed Proportion) would be allocated and be entitled to identified units or portions of the Transferable Areas remaining unsold as per the Agreed Ratio.
- (b) The location of the Units and other Transferable Areas to belong to the Owners jointly (in their Internal Agreed Proportion) and the Developer shall be mutually finalized by the parties and the areas to be allotted separately to the Owners and the Developer respectively shall thenceforth be included in the Owners' Allocation and the Developer's Allocation respectively.
- (c) The Owners shall be entitled to deal with and/or Transfer the Owners' Allocation and to receive and appropriate the Realizations in respect thereof exclusively and the Developer shall be entitled to deal with and/or Transfer the Developer's Allocation and to receive and appropriate the Realizations in respect thereof exclusively. The Owners shall be entitled to proportionate undivided share in the land and the Common Areas and Installations as properties attributable and appurtenant to the separately allotted Owners' Allocation and would be liable to convey and transfer their proportionate share in the land to the Transferees nominated by the Developer in respect of the separately allotted Developer's Allocation.
- (d) Each party shall, at the request of the other, join in the agreements and deeds of conveyance executed by the other in respect of its divided and allocated areas.

17. GENERAL:

17.1 **ENTRY:** As a purpose incidental to carrying out the development of the Subject Property in terms hereof, the Owners shall allow the Developer to enter upon and carry out necessary works without either delivery or acceptance of any form of possession by the Owners to the Developer. It is hereby expressly agreed by and between the

parties hereto that the possession of the Subject Property shall not be given and is not intended to be given to the Developer under any circumstances whatsoever including in part performance as contemplated under Section 53A of the Transfer of Property Act, 1882 read with Section 2(47)(v) of the Income Tax Act, 1961. It is expressly agreed and declared that the possession, juridical or otherwise, of the Subject Property shall always remain vested in the Owners.

17.2 PROPERTY TAXES AND OUTGOINGS: Till the Appointed Date, all taxes and outgoings (including arrears) on account of municipal/property tax, land tax and other outgoings shall be borne and paid by the Owners and those arising for the period from the Appointed Date and until the Completion of Construction shall be borne and paid by the Developer, provided that upon construction of the Building Complex at the Subject Property, all taxes and outgoings shall be borne, paid and discharged by the Transferees and for non-alienated areas, by the parties hereto in the Agreed Ratio.

17.3 GST AND TDS:

(a) The parties shall respectively discharge their statutory compliances in respect of TDS, Income Tax as well as Goods and Service Tax in respect of their rights, benefits and obligations under arising out of or under this Agreement. As regards the Transferable Areas, the Developer shall be solely responsible for the compliances of collection and deposit of the Goods and Service Tax. If there be any statutory requirement which obliges the Owners to register or pay, then the Owners shall comply with same. Any tax on the share of the Owners (as per Agreed Ratio) in the unsold areas on the date of issuance of completion certificate of the authority or otherwise as required as per the laws, shall be borne and paid by the Owners.

(b) Save those agreed to be complied with by the Developer hereunder, the parties shall respectively discharge statutory compliances in respect of the Goods and Service Tax collections or payments and/or any other statutory compliances relating to this Agreement.

17.4 REAL ESTATE LAWS: The Developer shall comply with all the necessary requirements under the Real Estate laws and which are required to be complied with by a developer of a building and the Owners shall co-operate and assist the Developer in respect thereof. The Owners shall also comply with all necessary requirements under the Real Estate laws required to be complied with by a landowner.

17.5 FINAL DECISION IN RESPECT OF MATTERS TO BE CONSULTED: Except as specifically provided in this Agreement to the contrary, in all those matters agreed to

be decided by or carried out by the Developer in consultation with the Owners, if there is any dispute or lack of consensus on any point or issue, the decision of the Developer on such point or issue shall be final and binding on the Owners.

- 17.6 **INDEMNITY BY OWNERS:** At all times hereafter, the Owners hereto shall indemnify and agree to keep the Developer saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising out of any representation of the Owners found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature by the Owners in relation to the terms and conditions hereof, whether statutory or contractual or under civil or criminal laws..
- 17.7 **INDEMNITY BY DEVELOPER:** At all times hereafter, the Developer hereto shall indemnify and agree to keep the Owners saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered by or incurred by the Owners and arising out of any representation of the Developer being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature by the Developer in relation to the terms and conditions hereof whether statutory or contractual or under civil or criminal laws.
- 17.8 **NO PARTNERSHIP OR AOP:** The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the parties in any manner neither shall the parties constitute an Association of Persons (AOP).
- 17.9 **NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Subject Property at present in favour of the Developer.
- 17.10 **WAIVERS:** Failure or delay by either party to enforce any of their rights under this Agreement shall neither amount to an implied waiver of such rights nor shall it affect, diminish or prejudice the right of such party to require performance of that provision in any way. A waiver on any occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion.
- 17.11 **SUPERCESSION:** All previous agreements, understanding and contracts oral or written between the parties stand superceded by this agreement and the parties shall not rely upon any terms and conditions contained in any previous agreement, understanding or contract which are contrary to or inconsistent with those contained in this

Agreement. This Agreement shall apply with effect from the Appointed Date and only this agreement shall be referred to by the parties to in respect of the terms and conditions agreed between the parties. It is clarified that :

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

- 17.12 **PART UNENFORCEABILITY:** In case any provision of this Agreement or the application thereof to any circumstance is found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred to above, to use all reasonable endeavors to substitute any invalid or unenforceable provision with a valid or enforceable provision which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.
- 17.13 **MODIFICATIONS:** No amendment or modification of this Agreement or any part thereof shall be valid and effective unless it is made by an instrument in writing executed both by the Owners and the Developer.
- 17.14 **EXECUTION IN DUPLICATE:** This Agreement is being executed in Duplicate, one copy each whereof shall be retained by the Owners and the Developer respectively and each such copy shall be deemed to be the original.
- 17.15 **CHANGE IN CONSTITUTION:** It is further expressly clarified that notwithstanding any amalgamation, merger, demerger etc. of any of the parties, this Agreement as well as the Power(s) of Attorney to be executed by the parties in pursuance hereof shall remain valid and effective and shall automatically bind all successors and/or successors-in-office of the parties.
- 17.16 **NAME:** The Building Complex shall be known as "Ambey Utsav" or by any other name as may be decided by the Developer.

18. DEFAULTS:

- 18.1 If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this Agreement or to extend its full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by it from the defaulting party without prejudice to its other rights hereunder.
- 18.2 The parties shall refer all disputes or differences arising between them to the arbitral tribunal as morefully provided hereinafter and accept and abide by the award passed by the arbitral tribunal.

- 19. NOTICES:** All notices to be served hereunder by any of the parties upon the other shall be deemed to have been served on the 4th day from the date of dispatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. None of the parties shall be entitled to raise any objection as to the service of the notice deemed to have been served as aforesaid.

- 20. ARBITRATION:** All disputes and differences arising between the parties hereto regarding the construction or interpretation of any of the terms and conditions contained herein or which touch upon these presents and/or the Subject Property or regarding the determination of any liability shall be referred to arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment thereof for the time being in force. In connection with the said arbitration, the parties have agreed to and declared as follows:

- (a) The arbitral tribunal shall have summary powers and shall be entitled to lay down its own procedure.
- (b) The arbitral tribunal shall be at liberty to give interim orders and/or directions.
- (c) The parties shall abide by all directions and/or awards passed by the arbitral tribunal and shall not challenge the same in any manner whatsoever or howsoever.

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

SECTION-IV # SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(SUBJECT PROPERTY)

ALL THAT pieces or parcels of land containing a land area of 0.5404 acre or 54.04 Satak be the same a little more or less comprised in (i) divided and demarcated portion measuring 0.1204 acre out of the Owner's 0.1760 acre in R.S. and L. R. Dag No. 2049 (measuring 0.25 acre) recorded in L.R. Khatian Nos. 11778 and 11781 and (ii) divided and demarcated portion measuring 0.42 acre in R.S. and L.R. Dag No. 2050 (measuring 0.48 acre) recorded in L.R. Khatian Nos. 11779, 11780, 11783, 11784 and 11785 in Mouza Gopalpur, J. L. No. 2, Police Station Rajarhat in the District of 24 Parganas North and being municipal Holding Nos. 101, AS/319/06/03, AS/313/06/03, AS/314/06/03, AS/317/06/03, AS/316/06/03, AS/315/06/03, under Ward No. 06(O)/03(N) of Bidhannagar Municipal Corporation, 6, Block C, 101 Gopalpur and Block C, 2 No. Niranjan Pally, Sourav Ganguly Avenue, Kalikpark, Bablatala, Post Office R.Gopalpur, Kolkata-700136 and delineated in the plan annexed hereto duly bordered thereon in "**RED**" and butted and bounded as follows:-

- ON THE NORTH** : Partly by remaining portion of each of Dag Nos. 2049 and 2050;
- ON THE SOUTH** : By public road;
- ON THE EAST** : Partly by Dag No. 2051 and partly by remaining portion of Dag No. 2050; and
- ON THE WEST** : Partly by remaining portion of each of Dag Nos. 2049 and 2050.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was measured butted bounded called known numbered assessed described or distinguished. **BE IT**

MENTIONED that the total residential constructed area with cemented flooring at the said Property is 600 square feet more or less.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(COMMON AREAS AND INSTALLATIONS)

PART-I

1. Common Areas & Installations at any New Building:
 - 1.1 Concealed electrical wiring and fittings and fixtures for lighting the staircase, the common areas, the lobby and the landings and for operating the installation of lift at the designated block.
 - 1.2 Electrical installations with main switch and meter and space required therefore in the Building.
 - 1.3 Bore well/ Tube well (as the case may be) water pump overhead tanks and spaces required thereto with water distribution pipes from such Overhead water tank connecting to the different Units of the Building and Space for Water pump therefor.
 - 1.4 Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
 - 1.5 Common corridors, lobbies, stairs, stairways landings entrances exits and pathways within each New Building.
 - 1.6 Windows, doors, grills and other fittings in the common area.
 - 1.7 Lift, Lift wells spaces required therefor.
 - 1.8 Common roof.
 - 1.9 Such other common parts areas and any covered and open space in or about each New Building as may be provided by the Developer.
 - 1.10 Gate Goomty.

PART-II

2. Common Areas & Installations at the Building Complex:
 - 2.1 Driveways, pathway pavements and landscape green at the Subject Property.
 - 2.2 Space for transformer and Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed.

- 2.3 Water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
- 2.4 Water waste and sewerage evacuation pipes and drains from the several buildings to the local drains (if any).
- 2.5 Recreational amenities like Community Hall, , Gymnasium and Games Room, infrastructure and equipments and installation as provided by the Developer.
- 2.6 Space for Generator installations and its allied accessories.
- 2.7 Boundary walls of the Properties including outer side of the walls of the Subject Property and main gates.
- 2.8 Such other common parts areas and any covered and open space in or about Subject Property and for the Building Complex as a whole as may be provided by the Developer.

THE THIRD SCHEDULE ABOVE REFERRED TO:

SPECIFICATIONS

PART-A

(SPECIFICATIONS, AMENITIES AND FACILITIES FOR THE UNIT)

I. LIVING/DINING: -

- a. Flooring - Vitrified Tiles

II. BEDROOMS: -

- a. Flooring - Vitrified Tiles

III. KITCHEN: -

- a. Flooring – Anti-Skid Ceramic Tiles
- b. Black Stone top counter with stainless steel sink
- c. Ceramic Tiles upto 2 ft height above the counter
- d. Electrical points for Refrigerator, Water Filter & Exhaust Fan

IV. TOILETS: -

- a. Flooring - Anti-Skid Ceramic Tiles

- b. Designer Ceramic Tiles on walls upto door height
- c. Sanitary ware of good reputed brand as per choice of developer
- d. CP fittings of good reputed brand as per choice of developer
- e. Electrical point for Geyser and Exhaust

V. ELECTRICAL & FITTINGS:

- a. Concealed wiring all around the flat with copper conductors
- b. Modular switches of reputed brands
- c. Adequate lighting and power points in all the areas
- d. A.C. point in bedroom

VI. SECURITY:

- a. CCTV Surveillance System

VII. DOORS & WINDOWS:

- a. Door Frame – wood/WPC
- b. Main Door – Flush door
- c. Main Door Fittings – Standard Make
- d. Internal Door – flush doors
- e. Windows – Standard section aluminum windows/UPVC

PART B

(SPECIFICATIONS AMENITIES AND FACILITIES FOR THE BUILDING COMPLEX)

- A. **BUILDING:** Reinforced Cement Concrete (RCC) frame structure with anti-termite treatment
- B. **WALL FINISH:** **Exterior** – Latest durable outer finish, **Interior** – Plaster of Paris/putty punning
- C. **LIFT:** Of reputed make
- D. **STAIRS:** Kota stone/Tiles/marble /stone
- E. **LOBBIES:** Well-decorated Ground Floor Lobby with marble/granite/vitrified flooring

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(EXTRAS AND DEPOSITS)

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

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(CHAIN OF TITLE)

1. **Re : R.S. & L.R. Dag No. 2049- Total Area in Dag 25 Satak, Subject Area – 12.04 Satak (“Dag 2049 Property”)**

- 1.1 WHEREAS** one Upendra Nath Roy Chowdhury was the sole and absolute owner of **ALL THAT** the piece and parcel of land containing an area of 0.25 acre more or less comprised in the entire R.S. Dag No. 2049 (recorded in R.S. Khatian No. 168) in Mouza Gopalpur, JL No. 2, Police Station Rajarhat, District North 24 Parganas.
- 1.2 AND WHEREAS** the said Upendra Nath Roy Chowdhury died intestate leaving him surviving (1) Raj Kumari Roy Chowdhury, (2) Sri Nripendra Nath Roy (3) Shivnarayan Roy and (4) (Smt.) Gouri Som as his only heirs and legal representatives who all upon his death inherited and became entitled to the said 0.25 acre in R.S. Dag No. 2049, absolutely.
- 1.3 AND WHEREAS** by a Deed of Gift dated 7th March 1967 and registered with the District Registrar, Alipore, in Book 1, Volume No. 48, Pages 121 to 127, Being No. 961 for the year 1967 the said Raj Kumari Roy Chowdhury, Nripendra Nath Roy, Shivnarayan Roy and (Smt.) Gouri Som granted conveyed and transferred, by way of gift, 0.23 acre out of the said R.S. Dag 2049 to one (Smt.) Monimala Roy, absolutely and forever.
- 1.4 AND WHEREAS** by the following five several Indentures of Conveyance all dated 27th December 1983 and registered with Additional District Sub-Registrar, Cossipore Dum Dum the said (Smt.) Monimala Roy for the consideration therein respectively mentioned sold conveyed and transferred a divided and demarcated portion of R.S. Dag No. 2049 comprising of, inter alia, the Dag 2049 Property, absolutely and forever:-
- 1.4.1** Indenture of Conveyance registered in Book No. I, Volume No. 315, Pages 242 to 247, Being No. 12492 for the year 1983 in favour of Sekhar Roy
- 1.4.2** Indenture of Conveyance registered in Book No. I, Volume No. 315, Pages 248 to 253, Being No. 12493 for the year 1983 in favour of Shuvaprasanna Bhattacharya
- 1.4.3** Indenture of Conveyance registered in Book No. I, Volume No. 315, Pages 254 to 259, Being No.12494 for the year 1983 in favour of Somnath Sinha
- 1.4.4** Indenture of Conveyance registered in Book No. I, Volume No. 315, Pages 278 to 283, Being No.12498 for the year 1983 in favour of Abhijit Guha
- 1.4.5** Indenture of Conveyance registered in Book No. I, Volume No. 315, Pages 284 to 289, Being No.12499 for the year 1983 in favour of (Smt.) Shipra Bhattacharyya

- 1.5 **AND WHEREAS** by a Deed of Trust dated 24.02.1984 and registered with the Sub-Registrar Bidhannagar in Book I Being No. 1143 for the year 1984 the said Sekhar Roy, Shuvaprasanna Bhattacharya, Somnath Sinha, Abhijit Guha and (Smt.) Shipra Bhattacharyya, amongst other persons, formed a Public Trust namely "ARTSACRE" and conveyed, amongst other properties, the Dag 2049 Property unto the trustees for the benefits of the beneficiaries therein with the objects and purposes as contained therein.
2. **Re : R.S. & L.R. Dag No. 2050- Total Area in Dag 48 Satak, Subject Area - 42 Satak ("Dag 2050 Property")**
- 2.1 **WHEREAS** one Bimal Sardar was the sole and absolute owner of **ALL THAT** piece and parcel of land containing an area of 42 satak comprised in a divided and demarcated portion of R.S. Dag No. 2050 in Mouza Gopalpur, JI. No. 2, Police Station Rajarhat, District North 24 Parganas (hereinafter referred to as "**the Dag 2050 Property**").
- 2.2 **AND WHEREAS** by a Deed of Conveyance dated 02.12.1994 and registered with Additional District Sub-Registrar, Bidhananagar in Book I, Volume No. 10, pages 21 to 25, Being No. 396 for the year 1996, the said Bimal Sardar for the consideration therein mentioned sold conveyed and transferred unto and to the said ARTSACRE All That the Dag 2050 Property, absolutely and forever.
- 3 **RE: SUBJECT PROPERTY**
- 3.1 **AND WHEREAS** by a Deed of Transfer dated 15.09.2008 and registered with the Additional Registrar of Assurances-II, Kolkata in Book I Volume No. 3 Pages 2842 to 2858 Being No. 00508 for the year 2009, the said ARTSACRE for the consideration therein mentioned sold conveyed and transferred unto and to another trust namely ARTS ACRE FOUNDATION (founded by Shuvaprasanna Bhattacharya, Sipra Bhattacharya, Arun Kumar Poddar, Harshavardhan Neotia by a Trust Deed dated 23.10.2007 and registered with the Additional Registrar of Assurances-III, Kolkata in Book I Being No. 6665 for the year 2007) amongst other properties, the said Dag 2049 Property and Dag 2050 Property (hereinafter jointly referred to as "**the Subject Property**") absolutely and forever.

- 3.2 AND WHEREAS** the trust deeds of both the said ARTSACRE and ARTS ACRE FOUNDATION, empowered the trustee to sell or otherwise transfer the trust properties to any person.
- 3.3 AND WHEREAS** by an agreement for sale dated 15.09.2008 and registered with the Additional Registrar of Assurances-II, Kolkata in Book I, CD-Volume No. 9, Pages 10516 to 10529, Being No. 04184 for the year 2009, the said ARTS ACRE FOUNDATION agreed to transfer the Subject Property to Bengal Ambuja Housing Development Limited (hereinafter referred to as "the **BAHDL**") on the terms and conditions therein contained.
- 3.4 AND WHEREAS** the said BAHDL thereafter nominated to the said ARTS ACRE FOUNDATION, the said (i) Simplex Plaza Private Limited, (ii) Simplex Hirise Private Limited, (iii) Simplex Complex Private Limited, (iv) Regal Niwas Private Limited, (v) Pratibha Plaza Private Limited, (vi) Regal Plazza Private Limited and (vii) Pratibha Niketan Private Limited as being entitled in its place and stead to purchase 58.60 Sataks in the said Dag Nos. 2049 and 2050 which inter alia includes the Subject Property and by the following 7 (seven) sale deeds all dated 31st July 2014 and registered with Additional District Sub-Registrar, Bidhannagar, the said ARTS ACRE FOUNDATION for the consideration therein mentioned sold conveyed and transferred, the same and the said BAHDL concurred and confirmed such sale, absolutely and forever:-
- 3.4.1** By a Sale Deed registered in Book I, CD-Volume No. 7, Pages 11994 to 12014 Being No. 2284 for the year 2014 executed in favour of Regal Plaza Private Limited for an area of 8.80 satak more or less in R.S. Dag 2049.
- 3.4.2** By a Sale Deed registered in Book I, CD-Volume No. 8, Pages 717 to 736 Being No. 2355 for the year 2014 executed in favour of Pratibha Niketan Private Limited for an area of 8.80 satak more or less in R.S. Dag 2049.
- 3.4.3** By a Sale Deed registered in Book I, CD-Volume No. 7, Pages 12240 to 12260 Being No. 2295 for the year 2014 executed in favour of Simplex Hirise Private Limited for an area of 8.40 satak more or less in R.S. Dag 2050.
- 3.4.4** By a Sale Deed registered in Book I, CD-Volume No. 7, Pages 12092 to 12112 Being No. 2289 for the year 2014 executed in favour of Simplex Complex Private Limited for an area of 8.40 satak more or less in R.S. Dag 2050.
- 3.4.5** By a Sale Deed registered in Book I, CD-Volume No. 7, Pages 12113 to 12133 Being No. 2290 for the year 2014 executed in favour of Pratibha Plaza Private Limited for an area of 8.40 satak more or less in R.S. Dag 2050.

- 3.4.6** By a Sale Deed registered in Additional District Sub-Registrar, Bidhannagar in Book I, CD-Volume No. 7, Pages 12219 to 12239 Being No. 2294 for the year 2014 executed in favour of Simplex Plaza Private Limited for an area of 8.40 satak more or less in R.S. Dag 2050.
- 3.4.7** By a Sale Deed registered in Additional District Sub-Registrar, Bidhannagar in Book I, CD-Volume No. 7, Pages 11973 to 11993 Being No. 2283 for the year 2014 executed the favour of Regal Niwas Private Limited for an area of 8.40 satak more or less in R.S. Dag 2050.
- 3.5** **AND WHEREAS** the said (i) Simplex Plaza Private Limited, (ii) Simplex Hirise Private Limited, (iii) Simplex Complex Private Limited, (iv) Regal Niwas Private Limited, (v) Pratibha Plaza Private Limited, (vi) Regal Plazza Private Limited and (vii) Pratibha Niketan Private Limited have caused to be mutated their names (a) as Raiyat in the Records of Rights published under the Land Reforms Act, 1955 in respect of the Subject Property under L.R. Khatian Nos. 11778, 11779, 11780, 11781, 11783, 11784 and 11785 and (b) in the records of the Bidhannagar Municipal Corporation under Municipal Holding Nos. municipal Holding Nos. 101, AS/319/06/03, AS/313/06/03, AS/314/06/03, AS/317/06/03, AS/316/06/03, AS/315/06/03.
- 3.6** **AND WHEREAS** by an Order dated 23rd February 2022 of National Company Law Tribunal Kolkata Bench-I, Kolkata the said (i) Simplex Plaza Private Limited, (ii) Simplex Hirise Private Limited, (iii) Simplex Complex Private Limited, (iv) Regal Niwas Private Limited, (v) Pratibha Plaza Private Limited, (vi) Regal Plazza Private Limited, amongst other company, were amalgamated with Ambey Concrete Foundation Private Limited (the Owner No. 1 herein) and, inter alia, all tangible assets (including the share of the said (i) Simplex Plaza Private Limited, (ii) Simplex Hirise Private Limited, (iii) Simplex Complex Private Limited, (iv) Regal Niwas Private Limited, (v) Pratibha Plaza Private Limited, (vi) Regal Plazza Private Limited in the Subject Property) stood transferred to and vested in the said Ambey Concrete Foundation Private Limited.
- 3.7** **AND WHEREAS** by an Order dated 20th May 2022 of National Company Law Tribunal Kolkata Bench-I, Kolkata and registered with Additional Registrar of Assurances-IV, Kolkata in Book I Volume No. 1904-2022 Pages 1180200 to 1180336 Being No. 20482 for the year 2022, the said Pratibha Niketan Private Limited, amongst other companies, was amalgamated with Simplex Land & Housing Development Private Limited (the Owner No. 2 herein) and, inter alia, all tangible assets (including the share of the Pratibha Niketan Private Limited in the Subject Property) stood

transferred to and vested in the said Simplex Land & Housing Development Private Limited.

3.8 **AND WHEREAS** by a Sale Deed dated 27/4/23 and registered with the Additional Registrar of Assurances-IV, Kolkata in Book I Being No. 5935 for the year 2023, the said Ambey Concrete Foundation Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to the said Simplex Land & Housing Development Private Limited All That the piece and parcel of land containing an area of 1 satak more or less out of its share in the Dag 2050 Property, absolutely and forever.

Tanmay Paul

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

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

Binwajit Binwaj

244/3 East Kaldia Park Road,
Shyambagan - 743127

Subhan Rankar.
LLP DSP LAW ASSOCIATES
4D, Nitoo House
2, Hare Street, Kol-01.

AMBEY CONCRETE FOUNDATION PVT. LTD.

Tanmay Paul
Director

SIMPLEX LAND & HOUSING DEVELOPMENT PVT. LTD.

h. Paul
Director

SIGNED SEALED AND DELIVERED by the withinnamed **DEVELOPER** at Kolkata in the presence of:

Binwajit Binwaj
Subhan Rankar

For AMBEY REALTORS LLP

[Signature]

Authorised Signatory

RECEIPT AND MEMO OF CONSIDERATION

Received from the within named Developer the within mentioned sum of Rs.700000/- (Rupees seven lakhs only) towards payment of the Security Deposit as follows:-

MEMO OF CONSIDERATION

DATE	By or out of Cheque/Demand Draft/RTGS No.	BANK	AMOUNT (Rs.)
04.07.2022	000434	HDFC Bank	700000/-
		Total:	<u>700000/-</u>

WITNESSES:

Brijjit Dhillon

(Rupees seven lakhs only)

Sulhan Nathu

AMBEY CONCRETE FOUNDATION PVT. LTD.

Tammy Paul
Director

SIMPLEX LAND & HOUSING DEVELOPMENT PVT. LTD

Prakash
Director

Drafted by me:-

Prakash, Advocate












C/o DSP Law Associates












4D, Nicco House

1B & 2, Hare Street












Kolkata - 700001

F - 1415/2010.

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

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

K. Anand

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

DATED THIS 27th DAY OF APRIL 2023

BETWEEN

AMBEY CONCRETE FOUNDATION PRIVATE
LIMITED & ANR.,

... OWNERS

AND

AMBEY REALTORS LLP

... DEVELOPER

AGREEMENT

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

Major Information of the Deed

Deed No :	I-1904-05946/2023	Date of Registration	27/04/2023
Query No / Year	1904-2000960060/2023	Office where deed is registered	
Query Date	13/04/2023 6:47:50 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Subhash Naskar 1B And 2, Hare Street, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9123314639, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 7,00,000/-]		
Set Forth value	Market Value		
	Rs. 1,75,35,466/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40.031/- (Article:48(g))	Rs. 7,105/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Niranjn Pally 2 No. (Gopalpur), Mouza: Gopalpur, JI No: 2, Pin Code : 700136

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2049 (RS :-)	LR-11778	Bastu	Shall	6.02 Dec		19,08,316/-	Property is on Road
L2	LR-2049 (RS :-)	LR-11781	Bastu	Shall	6.02 Dec		19,08,316/-	Property is on Road
L3	LR-2050 (RS :-)	LR-11779	Bastu	Danga	8 Dec		25,35,968/-	Property is on Road
L4	LR-2050 (RS :-)	LR-11780	Bastu	Danga	9 Dec		28,52,965/-	Property is on Road
L5	LR-2050 (RS :-)	LR-11783	Bastu	Danga	8 Dec		25,35,968/-	Property is on Road
L6	LR-2050 (RS :-)	LR-11784	Bastu	Danga	9 Dec		28,52,965/-	Property is on Road
L7	LR-2050 (RS :-)	LR-11785	Bastu	Danga	8 Dec		25,35,968/-	Property is on Road
		TOTAL :			54.04Dec	0 /-	171,30,466 /-	
	Grand Total :				54.04Dec	0 /-	171,30,466 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3, L4, L5, L6, L7	600 Sq Ft.	0/-	4,05,000/-	Structure Type: Structure
	Gr. Floor, Area of floor : 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete				
	Total :	600 sq ft	0 /-	4,05,000 /-	




Land Lord Details :







Sl No	Name,Address,Photo,Finger print and Signature
1	AMBEY CONCRETE FOUNDATION PRIVATE LIMITED PS-IXL, 3rd Floor, New Town Road, Unit No. 305, City:- Rajarhat-gopalpore, P.O:- Rajarhat Gopalpur, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700136 , PAN No.:: AAxxxxxx6B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	SIMPLEX LAND & HOUSING DEVELOPMENT PRIVATE LIMITED PS-IXL, 3rd Floor, New Town Road, Unit No. 305, City:- Rajarhat-gopalpore, P.O:- Rajarhat Gopalpur, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700136 , PAN No.:: AAxxxxxx8F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	AMBEY REALTORS LLP PS-IXL, Unit No. 205, 2nd Floor, City:- Rajarhat-gopalpore, P.O:- Rajarhat Gopalpur, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700136 , PAN No.:: ABxxxxxx6Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Raj Kumar Agarwal (Presentant) Son of Late Chhote Lal Agarwal Date of Execution - 27/04/2023, , Admitted by: Self, Date of Admission: 27/04/2023, Place of Admission of Execution: Office	 <small>Apr 27 2023 6:10PM</small>	 <small>LTI 27/04/2023</small>	 <small>27/04/2023</small>
	, 13/14A, Tower-3, Near City Center-2, Hatiara, City:- Rajarhat-gopalpore, P.O:- Hatiara, P.S:-New Town District:-North 24-Parganas, West Bengal, India, PIN:- 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx1B, Aadhaar No: 92xxxxxxxx1297 Status : Representative, Representative of : SIMPLEX LAND & HOUSING DEVELOPMENT PRIVATE LIMITED (as DIRECTOR)			

2	Name	Photo	Finger Print	Signature
	Dipak Kumar Agarwal Son of Basudeo Prasad Agarwal Date of Execution - 27/04/2023, , Admitted by: Self, Date of Admission: 27/04/2023, Place of Admission of Execution: Office			
		Apr 27 2023 6:09PM	LTI 27/04/2023	27/04/2023
, 54, Avenue, Block B, Flat No. 1B, City:- , P.O:- Bangur Avenue, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700055, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx3G, Aadhaar No: 40xxxxxxxx7090 Status : Representative, Representative of : AMBEY REALTORS LLP (as DESIGNATED PARTNER)				
3	Name	Photo	Finger Print	Signature
	Tanmoy Paul Son of Dulal Chandra Paul Date of Execution - 27/04/2023, , Admitted by: Self, Date of Admission: 27/04/2023, Place of Admission of Execution: Office			
		Apr 27 2023 6:11PM	LTI 27/04/2023	27/04/2023
, 24/2, Bidhan Sarani, Near Sree Mani Market, Beadon Street, City:- Kolkata, P.O:- Beadon Street, P.S:- Jorabagan, District:-Kolkata, West Bengal, India, PIN:- 700006, Sex: Male, By Caste: Hindu, Occupation: Private Service, Citizen of: India, , PAN No.:: Alxxxxxx4B, Aadhaar No: 55xxxxxxxx9625 Status : Representative, Representative of : AMBEY CONCRETE FOUNDATION PRIVATE LIMITED (as DIRECTOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Biswajit Biswas Son of Bikash Biswas 244/3, East Kapte Para Road, Shyamnagar, City:- Bhatpara, P.O:- Shyamnagar, P.S:-Jagaddal, District:- North 24-Parganas, West Bengal, India, PIN:- 743127			
	27/04/2023	27/04/2023	27/04/2023

Identifier Of Raj Kumar Agarwal, Dipak Kumar Agarwal, Tanmoy Paul

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	AMBEY CONCRETE FOUNDATION PRIVATE LIMITED	AMBEY REALTORS LLP-5.117 Dec
2	SIMPLEX LAND & HOUSING DEVELOPMENT PRIVATE LIMITED	AMBEY REALTORS LLP-0.903 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	AMBEY CONCRETE FOUNDATION PRIVATE LIMITED	AMBEY REALTORS LLP-5.117 Dec

2	SIMPLEX LAND & HOUSING DEVELOPMENT PRIVATE LIMITED	AMBEY REALTORS LLP-0.903 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	AMBEY CONCRETE FOUNDATION PRIVATE LIMITED	AMBEY REALTORS LLP-6.8 Dec
2	SIMPLEX LAND & HOUSING DEVELOPMENT PRIVATE LIMITED	AMBEY REALTORS LLP-1.2 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	AMBEY CONCRETE FOUNDATION PRIVATE LIMITED	AMBEY REALTORS LLP-7.65 Dec
2	SIMPLEX LAND & HOUSING DEVELOPMENT PRIVATE LIMITED	AMBEY REALTORS LLP-1.35 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	AMBEY CONCRETE FOUNDATION PRIVATE LIMITED	AMBEY REALTORS LLP-6.8 Dec .
2	SIMPLEX LAND & HOUSING DEVELOPMENT PRIVATE LIMITED	AMBEY REALTORS LLP-1.2 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	AMBEY CONCRETE FOUNDATION PRIVATE LIMITED	AMBEY REALTORS LLP-7.65 Dec
2	SIMPLEX LAND & HOUSING DEVELOPMENT PRIVATE LIMITED	AMBEY REALTORS LLP-1.35 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	AMBEY CONCRETE FOUNDATION PRIVATE LIMITED	AMBEY REALTORS LLP-6.8 Dec
2	SIMPLEX LAND & HOUSING DEVELOPMENT PRIVATE LIMITED	AMBEY REALTORS LLP-1.2 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	AMBEY CONCRETE FOUNDATION PRIVATE LIMITED	AMBEY REALTORS LLP-300.00000000 Sq Ft
2	SIMPLEX LAND & HOUSING DEVELOPMENT PRIVATE LIMITED	AMBEY REALTORS LLP-300.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Niranjana Pally 2 No. (Gopalpur), Mouza: Gopalpur, JI No: 2, Pin Code : 700136

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2049, LR Khatian No:- 11778	Owner:প্রতিভা নিকেতন প্রাঃ লিঃ, Address:লোকনাথ পার্ক,চিনার পার্ক, রাজারহাট,নিউ টাউন রোড কোলকাতা - 700157, Classification:শালি, Area:0.09000000 Acre,	AMBEY CONCRETE FOUNDATION PRIVATE LIMITED
L2	LR Plot No:- 2049, LR Khatian No:- 11781	Owner:রীগ্যাল রাজা প্রাঃ লিঃ, Address:লোকনাথ পার্ক,রাজার হাট নিউ টাউন রোড কোলকাতা - 157, Classification:শালি, Area:0.08000000 Acre,	AMBEY CONCRETE FOUNDATION PRIVATE LIMITED
L3	LR Plot No:- 2050, LR Khatian No:- 11779	Owner:প্রতিভা রাজা প্রাঃ লিঃ, Address:লোকনাথ পার্ক,রাজারহাট, নিউ টাউন রোড, কোলকাতা- 157, Classification:শালি, Area:0.08000000 Acre,	AMBEY CONCRETE FOUNDATION PRIVATE LIMITED
L4	LR Plot No:- 2050, LR Khatian No:- 11780	Owner:সিমসের রাজা প্রাঃ লিঃ, Address:লোকনাথ পার্ক,রাজার হাট নিউটাউন রোড, কোলকাতা - 157, Classification:শালি, Area:0.09000000 Acre,	AMBEY CONCRETE FOUNDATION PRIVATE LIMITED
L5	LR Plot No:- 2050, LR Khatian No:- 11783	Owner:সিমসের কমসের প্রাঃ লিঃ, Address:লোকনাথ পার্ক,রাজার হাট নিউটাউন রোড কোলকাতা - 157, Classification:শালি, Area:0.08000000 Acre,	AMBEY CONCRETE FOUNDATION PRIVATE LIMITED
L6	LR Plot No:- 2050, LR Khatian No:- 11784	Owner:রীগ্যাল নিবাস প্রাঃ লিঃ, Address:লোকনাথ পার্ক,রাজার হাট নিউ টাউন রোড কোলকাতা - 157, Classification:শালি, Area:0.09000000 Acre,	AMBEY CONCRETE FOUNDATION PRIVATE LIMITED

L7	LR Plot No:- 2050, LR Khatian No:- 11785	Owner:সিমেন্ট হাইরাইস প্রা: লি:, Address:লোকনাথ পার্ক,রাজার হাট নিউটাউন রোড কোলকাতা - 157, Classification:শালি, Area:0.08000000 Acre,	AMBAY CONCRETE FOUNDATION PRIVATE LIMITED
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On 27-04-2023

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 15:33 hrs on 27-04-2023, at the Office of the A.R.A. - IV KOLKATA by Raj Kumar Agarwal

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,75,35,466/-

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

Execution is admitted on 27-04-2023 by Raj Kumar Agarwal, DIRECTOR, SIMPLEX LAND & HOUSING DEVELOPMENT PRIVATE LIMITED (Private Limited Company), PS-IXL, 3rd Floor, New Town Road, Unit No. 305, City:- Rajarhat-gopalpore, P.O:- Rajarhat Gopalpur, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700136

Identified by Biswajit Biswas, , Son of Bikash Biswas, 244/3, East Kapte Para Road, Shyamnagar, P.O: Shyamnagar, Thana: Jagaddal, , City/Town: BHATPARA, North 24-Parganas, WEST BENGAL, India, PIN - 743127, by caste Hindu, by profession Private Service

Execution is admitted on 27-04-2023 by Dipak Kumar Agarwal, DESIGNATED PARTNER, AMBEY REALTORS LLP (LLP), PS-IXL, Unit No. 205, 2nd Floor, City:- Rajarhat-gopalpore, P.O:- Rajarhat Gopalpur, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700136

Identified by Biswajit Biswas, , Son of Bikash Biswas, 244/3, East Kapte Para Road, Shyamnagar, P.O: Shyamnagar, Thana: Jagaddal, , City/Town: BHATPARA, North 24-Parganas, WEST BENGAL, India, PIN - 743127, by caste Hindu, by profession Private Service

Execution is admitted on 27-04-2023 by Tanmoy Paul, DIRECTOR, AMBEY CONCRETE FOUNDATION PRIVATE LIMITED (Private Limited Company), PS-IXL, 3rd Floor, New Town Road, Unit No. 305, City:- Rajarhat-gopalpore, P.O:- Rajarhat Gopalpur, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700136

Identified by Biswajit Biswas, , Son of Bikash Biswas, 244/3, East Kapte Para Road, Shyamnagar, P.O: Shyamnagar, Thana: Jagaddal, , City/Town: BHATPARA, North 24-Parganas, WEST BENGAL, India, PIN - 743127, by caste Hindu, by profession Private Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7,105.00/- (B = Rs 7,000.00/- ,E = Rs 21.00/- ,J = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 7,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/04/2023 3:41PM with Govt. Ref. No: 192023240029868108 on 26-04-2023, Amount Rs: 7,021/-, Bank: SBI EPay (SBlePay), Ref. No. 1962443770839 on 26-04-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 10.00/- by online = Rs 40,021/-

Description of Stamp

1. Stamp; Type: Impressed, Serial no 228319, Amount: Rs.10.00/-, Date of Purchase: 21/03/2023, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/04/2023 3:41PM with Govt. Ref. No: 192023240029868108 on 26-04-2023, Amount Rs: 40,021/-, Bank: SBI EPay (SBIPay), Ref. No. 1962443770839 on 26-04-2023, Head of Account 0030-02-103-003-02



Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2023, Page from 303540 to 303593
being No 190405946 for the year 2023.



Mm

Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2023.05.04 16:48:23 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2023/05/04 04:48:23 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)