

श्रीकियवका पश्चिम बंगाल WEST BENGAL

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Austronal District Sub-Registral Rajarhet, New Town, North 24-Pgs.

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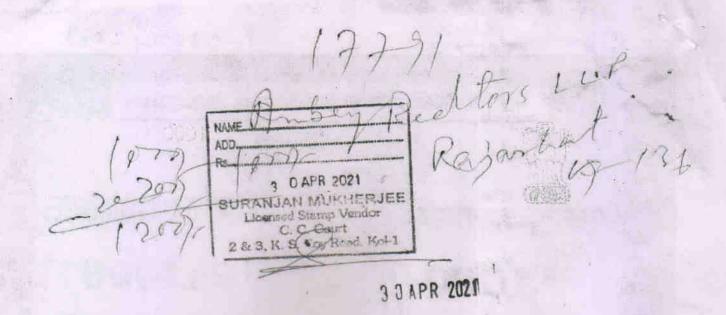
TO ALL TO WHOM THESE PRESENTS SHALL COME, We, (1) AMBEY COMPLEX PRIVATE LIMITED (CIN - U45400WB2007PTC115299) a private company limited by shares incorporated under the provisions of the Companies Act, 1956

Goutam Paul Abroh Pakeyea

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AMBEY REALTORS LUP

Authorised Signatory



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Indentified by Me
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27, Muktaran Babu St.
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P. 8: Gisiah Bala
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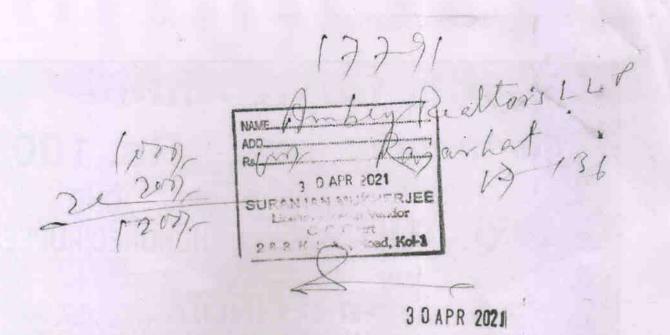
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having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O. -Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 (having PAN No. AAGCA2941K) represented by its Director Mr. Gautam Paul son of Sri Gopal

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Chandra Paul residing at 24/2 Bidhan Sarani , Near Sree Mani Market Beadon Street, Post Office - Beadon Street and Police Station-Amherst Street, Pincode - 700006 (having PAN AGHPP7429B and Aadhar No. 940067641951), (2) AMBEY PLAZA PRIVATE LIMITED, (CIN - U45400WB2007PTC115293) a private company limited by shares

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incorporated under the provisions of the Companies Act, 1956 having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O. - Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AAGCA3002R represented by its Director Mr. Gautam Paul son of Sri Gopal Chandra Paul residing at 24/2 Bidhan Sarani , Near Sree Mani Market Beadon Street, Post Office - Beadon Street and Police Station- Amherst Street, Pincode - 700006 (having PAN AGHPP7429B and Aadhar No. 940067641951), (3) AMBEY APARTMENT PRIVATE LIMITED (CIN -U45400WB2007PTC115297) a private company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O. - Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AAGCA2934C represented by its Director Mr. Gautam Paul son of Sri Gopal Chandra Paul residing at 24/2 Bidhan Sarani , Near Sree Mani Market Beadon Street, Post Office - Beadon Street and Police Station- Amherst Street , Pincode - 700006 having (PAN AGHPP7429B and Aadhar No. 940067641951); (4) AMBEY TOWERS PRIVATE LIMITED (CIN - U45400WB2007PTC115294) a private company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O. -Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AAGCA3001N represented by its Director Mr. Gautam Paul son of Sri Gopal Chandra Paul residing at 24/2 Bidhan Sarani, Near Sree Mani Market Beadon Street, Post Office - Beadon Street and Police Station- Amherst Street , Pincode - 700006 (having PAN AGHPP7429B and Aadhar No. 940067641951); (5) AMBEY HIRISE PRIVATE LIMITED (CIN - U45400WB2007PTC115261) a private company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O. - Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AAGCA2933F represented by its Director Mahafuzur Rahaman Mondal son of Motiar Rahaman Mondal residing at Dashadrone, Rajarhat, Gopalpur, Rajarhat, North 24 Parganas, Rajarhat, Gopalpur, West Bengal-700136 (having PAN AQTPM6979R and Aadhar No. 655435851452); (6) AMBE COMMOTRADE PRIVATE LIMITED (CIN - U51109WB2007PTC113270), a private company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O. -Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AAGCA1708C represented by its Director Mr. Rabi Sankar Saha son of Sri Tara Pada Saha residing at 1405/1406, Rajarhat Main Road, Block - B, New Town Metro Plaza Rajarhat, Post Office Rajarhat Gopalpur and Police Station Baguiati, Pincode - 700136 (having PAN APLPS4447R and Aadhar No. 287701353223); (7) ARYAVRAT INFRASTRUCTURE PRIVATE LIMITED (CIN - U45400WB2007PTC115296) a private company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O.

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- Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AAGCA2939R represented by its Director Mr. Aloke Kumar Ghosh son of Sri Tusher Kanti Ghosh residing at Janai (CT) ,Janai Hooghly, Post Office - Janai and Police Station- Chanditalla , Pincode -712304 (having PAN AFMPG0130Q and Aadhar No. 238881023844 ); (8) ARYAVRAT APARTMENT PRIVATE LIMITED (CIN -U45400WB2007PTC115270) a private company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O. - Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AAGCA2938Q represented by Director Mr. Aloke Kumar Ghosh son of Sri Tusher Kanti Ghosh residing at Janai (CT) Janai Hooghly, Post Office - Janai and Police Station- Chanditalla , Pincode -712304 (having PAN AFMPG0130Q and Aadhar No. 238881023844); (9) ARYAVRAT ENCLAVE PRIVATE LIMITED (CIN - U45400WB2007PTC115298) a private company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O. - Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AAGCA2940J represented by its Director Mr. Himangshu Chatterjee son of Sri Indo Bhusan Chatterjee residing at Ambe Plaza, 19/1, R. N. Tagore Road, Post Office: Dakshineswar and Police Station: Belgharia, Pincode -700076 (having PAN ACLPC8357P and Aadhar No. 499302113907): (10) ARYAVRAT PLAZA PRIVATE LIMITED (CIN - U45400WB2007PTC115295), a private company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O. Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AAGCA2935D represented by its its Director Mr. Gautam Paul son of Sri Gopal Chandra Paul residing at 24/2 Bidhan Sarani , Near Sree Mani Market Beadon Street, Post Office - Beadon Street and Police Station- Amherst Street , Pincode - 700006 (having PAN AGHPP7429B and Aadhar No. 940067641951); (11) ARYAVRAT SAVINGS UNIT PRIVATE LIMITED (CIN - U65992WB1972PTC028468), a private company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O. - Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AACCA1111H represented by its Director Mr. Rabi Sankar Saha son of Sri Tara Pada Saha residing at 1405/1406, Rajarhat Main Road, Block - B, New Town Metro Plaza , Rajarhat, Post Office Rajarhat Gopalpur and Police Station Baguiati, Pincode - 700136 (having PAN APLPS4447R and Aadhar No. 287701353223); (12) AMBEY MATA HOLDINGS PRIVATE LIMITED (CIN - U65100WB1986PTC041529), a private company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O. - Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AABCD1672P represented by its Director Sri Raj Kumar Agarwal son of Late Sri Chhote Lal Agarwal

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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); (13) JAINEX PROPERTIES PRIVATE LIMITED (CIN -U70101WB1990PTC049466), a private company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O. - Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AAACJ6570B represented by its Director Mahafuzur Rahaman Mondal son of Motiar Rahaman Mondal residing at Dashadrone, Rajarhat, Gopalpur, Rajarhat, North 24 Parganas, Rajarhat, Gopalpur, West Bengal-700136 (having PAN AQTPM6979R and Aadhar No. 655435851452); (14) PRATIBHA NIKETAN PRIVATE LIMITED (CIN - U45200WB2007PTC113882), a private company limited by shares incorporated under the provisions of the Companies Act, 1956. having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O. -Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AAECP2160R represented by its Mr. Rabi Sankar Saha son of Sri Tara Pada Saha residing at 1405/1406, Rajarhat Main Road, Block -B, New Town Metro Plaza , Rajarhat, Post Office Rajarhat Gopalpur and Police Station Baguiati, Pincode - 700136 (having PAN APLPS4447R and Aadhar No. 287701353223); (15) SIMPLEX ENCLAVE PRIVATE LIMITED (CIN - U45400WB2007PTC115239), a private company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at PS-IXL, 3rd floor, New Town-Road, Unit No. 305, P.O. - Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AAKCS8077N represented by its Director Mr. Himangshu Chatterjee son of Sri Indo Bhusan Chatterjee residing at Ambe Plaza, 19/1, R. N. Tagore Road, Post Office: Dakshineswar and Police Station: Belgharia, Pincode -700076 (having PAN ACLPC8357P and Aadhar No. 499302113907); (16)SIMPLEX APARTMENT PRIVATE LIMITED U45400WB2007PTC115260), a private company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O. - Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AAKCS8076P represented by its Director Mahafuzur Rahaman Mondal son of Motiar Rahaman Mondal residing at Dashadrone, Rajarhat, Gopalpur, Rajarhat, North 24 Parganas, Rajarhat, Gopalpur, West Bengal-700136 (having PAN AQTPM6979R and Aadhar No. 655435851452); (17) SIMPLEX NIRMAN PRIVATE LIMITED (CIN - U45400WB2007PTC115230), a private company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O. - Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AAKCS8078D represented by its Director Mr. Gautam Paul son of Sri Gopal Chandra Paul residing at 24/2

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Bidhan Sarani , Near Sree Mani Market Beadon Street, Post Office - Beadon Street and Police Station- Amherst Street , Pincode - 700006 (having PAN AGHPP7429B and Aadhar

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No. 940067641951); (18) SIMPLEX TOWERS PRIVATE LIMITED (CIN -U45400WB2007PTC115241), a private company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O. - Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AAKCS8075Q represented by its Director Mr. Aloke Kumar Ghosh son of Sri Tusher Kanti Ghosh residing at Janai (CT) ,Janai Hooghly, Post Office - Janai and Police Station- Chanditalla , Pincode -712304 (having PAN AFMPG0130Q and Aadhar No. 238881023844); (19) SIMPLEX MANSION PRIVATE LIMITED (CIN - U45400WB2007PTC115242), a private company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O. - Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AAKCS8069E represented by its Director Mr. Gautam Paul son of Sri Gopal Chandra Paul residing at 24/2 Bidhan Sarani , Near Sree Mani Market Beadon Street, Post Office - Beadon Street and Police Station- Amherst Street, Pincode - 700006 (having PAN AGHPP7429B and Aadhar No. 940067641951); (20) SIMPLEX NIKETAN PRIVATE LIMITED (CIN -U45400WB2007PTC115240), a private company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O. - Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AAKCS8070M represented by its Director Mr. Gautam Paul son of Sri Gopal Chandra Paul residing at 24/2 Bidhan Sarani , Near Sree Mani Market Beadon Street, Post Office - Beadon Street and Police Station- Amherst Street , Pincode - 700006 (having PAN AGHPP7429B and Aadhar No. 940067641951); (21) SIMPLEX LAND & HOUSING DEVELOMENT PRIVATE LIMITED (CIN -U45201WB1995PTC076123), a private company limited by shares incorporated under the provisions of the Companies Act, 1956 having its registered office at 306, Eden House, 15 Gangadhar Babu Lane, 3rd floor, Kolkata - 700012 having PAN No. AADCS5138F represented by its Director Sri Raj Kumar Agarwal son of Late Sri Chhote Lal Agarwal residing at 13/14A ,Tower-3,Near City Center-2,Hatiara,North 24 Parganas , Post Office Hatiara and Police Station - New Town, Piperide -700157 (having PAN ACKPA0021B and Aadhar No. 928217831297); (22) AMBEY MATA CAPITAL PRIVATE LIMITED (CIN - U67100WB1985PTC039370), a private company limited by shares incorporated under the provisions of the Companies Act 1956 having its registered office at PS-IXL, 3rd floor, New Town Road, Unit No. 305, P.O. - Rajarhat Gopalpur, P.S. Baguiati, District North 24 Parganas, Kolkata - 700136 having PAN No. AAACW2443G represented by its Director Sri Raj Kumar Agarwal son of Late Sri Chhote Lal Agarwal residing at 13/14A ,Tower-3, Near City Center-2, Hatiara, North 24 Parganas, Post Office Hatiara and Police Station - New Town, Pincode -700157 (having PAN ACKPA0021B and Aadhar No. 928217831297) hereinafter referred to as "the PRINCIPALS" (which expression unless

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excluded by or repugnant to the subject or context shall be deemed to mean and include their respective successors or successors-in-office and/or assigns) SEND GREETINGS:

- I. DEFINITIONS: Unless in this power there be something contrary or repugnant to the subject or context:
  - i. "Attorneys" shall mean the Developer represented by both or either of by its Authorized Representatives (a) Raj Kumar Agarwal son of Late Chhote Lal Agarwal residing at Green Wood Sonata, 13 & 14A, Tower No. 3, Near City Centre 2, Post Office and Police Station New Town, Kolkata-700157 having PAN ACKPA0021B and Aadhar No. 928217831297 and (b) 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) and include any other person whom the Developer may authorize in addition to or as substitute of the above named two persons jointly and/or severally but shall not include the person whose authorization to represent the Principals as attorney is revoked by the Developer.
  - ii. "Building Plans" shall mean the plan for construction of the New Buildings caused to be sanctioned by the Developer from the Bidhannagar Municipal Corporation vide plan No. BMC/BPN/RG/352/80/17-18(Serial Nos. 1 to 11), dated 16th October 2019 and include all modifications and/or alterations as may be made thereto;
- iii. "Building Complex" "shall mean the New Buildings at the Project Site together with the Common Areas and Installations and wherever the context so permits or intends shall include the land of the Project Site
- iv. "Developer's Realization Share" shall mean 80% of the Realizations in respect of all Transferable Areas and in case of any variation of the same by the parties to the Development Agreement, shall include such variation.
- v. "Developer" shall mean 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. 305, 3rd Floor, Post Office Rajarhat Gopalpur, Police Station Baguihati, Kolkata 700136 having PAN ABCFA8196Q and include its successors or successors-in-office and/or assigns.
- vi. "Development Agreement" shall mean the Development Agreement dated 23<sup>rd</sup> July 2021 and registered with Additional District Sub Registrar Rajarhat in Book I, Volume No. 1523-2021; Pages 313763 to 313896, Deed No. 152307402 for the year 2021 and made between the Principals and the Developer and include any

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modifications and alterations thereof as may be made by the Principals and the Developer in writing.

- vii. "New Buildings" shall mean the one or more buildings and/or other structures that may be constructed by the Developer from time to time at the Project Site
- viii. "Principals' Realization Share" shall mean 20% of the Realizations in respect of all Transferable Areas.
- 1.1.1 "Project Site" shall mean All Those (1) 165 satak in R.S. and L.R. Dag No.232, (2) 10 satak in R.S. and L.R. Dag No.236, (3) 2 satak in R.S. and L.R. Dag No. 249 (4) 1 Satak in R.S and L.R. Dag No. 250, (5) 1 Satak in R.S and L.R. Dag No. 251, (6) 3 Satak in R.S and L.R. Dag No. 252, (7) 3 satak in R.S. and L.R. Dag No.234 (8) 17.69 satak in R.S. and L.R. Dag No. 199, (9) 3 satak in R.S. and L.R. Dag No.205 (10) 26.5 satak in R.S. and L.R. Dag No.218, (11) 16.5 satak in R.S. and L.R. Dag No.227 (12) 2.89 satak in R.S. and L.R. Dag No. 233, (13) 41.76 satak in R.S. and L.R. Dag No.235 out of which 37.32 satak is part of the Subject Property, (14) 1.22 satak in R.S. and L.R. Dag No.248 (15) 0.92 satak in R.S. and L.R. Dag No. 253 and (16) 1 satak in R.S. and L.R. Dag No. 254 all in Mouza Atghara, J.L. No. 10, Police Station Baguiati (formerly Rajarhat), in the District of North 24 Parganas.
- ix. "Realization" shall mean the amounts that may, from time to time, be received against the Transfer of Units and Parking Spaces and other Transferable Areas and/or in relation to such Transfer on any account other than Pass Through Charges and Extras and Deposits (as defined and described in the Development Agreement).
- x. "Subject Property" shall mean the pieces and parcels of contiguous and adjacent lands in one combined parcel in Mouza Atghara, J.L. No. 10 under Police Station Baguiati (formerly Rajarhat) in the District of North 24 Parganas fully described in the SCHEDULE hereunder written.
- xi. "Transfer" with its grammatical variations shall mean transfers by sale or any other means adopted by the Developer.
- xii. "Transferable Areas" shall mean the Units, Parking Spaces and anything else comprised at the Project Site which is or can be commercially exploited including by making it part of area of Units or by making it appurtenant to any Unit or otherwise save and except the allocation meant for any owner of any land at the Project Site other than the Subject Property.
- xiii. "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.

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- "Units" shall mean the independent and self-contained residential flats in the New xiv. Buildings at the Subject Property capable of being exclusively held used or occupied by a person and also include any offices or shops, commercial spaces in or portions if so and as may be constructed by the Developer as part of any New Building/s.
- Any other term or expression used herein shall, unless there be something contrary XV. or repugnant to the subject or context, have the same meaning as assigned in the Development Agreement.

#### П. RECITALS:

- WHEREAS by the Development Agreement, the parties thereto have agreed, inter alia, that the Developer would be entitled to the exclusive right to develop the Building Complex at the said Project Site and Transfer the Transferable Areas therein and administer the Building Complex and the Principals and the Developer agreed upon the terms and conditions as morefully contained therein.
- B. AND WHEREAS in terms of the Development Agreement, the Principals are executing this Power of Attorney in favour of the Attorneys jointly and/or severally to do all acts deeds and things as and for the purposes relating to the Building Complex and the Transfer of the Transferable Areas and administration of the Building Complex the related purposes hereinafter contained:
- NOW KNOW YE BY THESE PRESENTS, We the Principals abovenamed do Ш. hereby jointly and/or severally nominate constitute and appoint the said Attorneys jointly and/or severally as the true and lawful attorneys for in the name and on behalf of the Principals to do execute exercise and perform all or any of the following acts deeds matters and things relating to the development of the Building Complex and the Transfer of the Transferable Areas and administration of the Building Complex and related and other purposes i.e., to say:-
- To manage, maintain, look after, supervise, administer, secure, hold and defend 1. possession of the Subject Property and every part thereof and its equipments and installations and do all acts deeds and things in connection therewith.
- To deal with fully and in all manner and to warn off and prohibit and if necessary 2. proceed in due form of law against all or any trespassers and to take appropriate steps whether by action or distress or otherwise and to abate all nuisance and for that to enter into all contracts agreements and arrangements with them or any of them or otherwise and to abate all nuisance.

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- To cause survey, measurement, soil test, excavation and other works at the Subject Property.
- 4. To sign, apply for and obtain mutation, conversion, updation, insertions, correction of area or boundary or dimension or other description or any other correction, modification, alteration or other recording in respect of the Subject Property or any part thereof or the boundary of the Subject Property in the records of the Bidhannagar Municipal Corporation, B.L. & L.R.O., the D.L. & L.R.O., Municipal authorities, Planning Authority, Development Authority, Collector, District Magistrate (including ADM) and any other appropriate authorities and to do all other acts, deeds and things with regard thereto as may be deemed fit and proper by the said Attorney or Attorneys.
- 5. To demolish, construct, reconstruct boundary walls, fencing, dividers etc., at the Project Site and/or any portion thereof for the purposes connected to development in terms of the Development Agreement and to construct or put up temporary sheds, structures etc., for storage of building materials or site offices.
- 6. To accept or object to the assessments made from time to time of land revenue or taxes or valuation or taxes in respect of the Subject Property or the building or buildings that may be constructed thereon or any part or share thereof by the land authorities, municipal authorities and other authorities and to attend all hearings and have the same finalized.
- 7. To pay all rates, municipal and other taxes, land revenue, electricity charges, utility charges, other charges expenses and other outgoings whatsoever payable in respect of the Subject Property or any part thereof or New Buildings for the time being thereon or any part or parts thereof and receive refund of the excess amounts, if paid, from the and/or concerned authorities and to grant receipts and discharges in respect thereof.
- To prepare apply for and obtain modification or revalidation or revision or alteration or renewal of Building Plans already sanctioned in respect of the New Building or any other constructions at the Project Site.
- To sign and submit all declarations, undertakings, affidavits, gifts of strips or splayed corners required by any authority for the purpose of modification/alteration/renewal of the plans for any construction at the Project Site.

10. To give notice to the municipal and all other concerned authorities regarding commencement of construction and/or demolition of any structure(s) and/or other purposes as required or deemed fit and proper.

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- 11. To carry out demolition, construction, reconstruction, addition, alteration, erection, re-erection and any other related activity at the Project Site in respect of the Building Complex.
- 12. To inform municipal and all other concerned authorities of all internal alterations within the sanctioned covered space and to incorporate all such deviations in the Completion Plan in terms of the applicable rules and to get the same regularized.
- 13. To apply for and obtain temporary and/or permanent connections of all services, water, electricity, telephone, gas, power, drainage, sewerage, borewell, generator, transformers, lifts, septic tanks, security systems, dish antenna, towers, electronic or technical connections, etc., and/or other utilities inputs and facilities from the appropriate authorities and statutory bodies or private bodies or service providers and/or to make alterations therein and to close down and/or have disconnected the same.
- 14. To apply for and obtain any permission clearance and license to erect and run/operate and/or maintain lift, generator, dish antenna and any other utility, input or facility in the Building Complex or any part thereof including those mentioned in the last mentioned clause hereinabove and also to give contract to the manufacturer for maintenance of lift or lifts, generator, dish antenna and other utilities and its concerned machineries:
- 15. To deal with any adjoining property owner/s and any other person owning, occupying or having any right title or interest in the property adjacent to or near the Subject Property in connection with the Building Complex in such manner and on such terms and conditions as the said attorney or attorneys may deem fit and proper.
- To approach, negotiate and/or deal with any adjoining property owner/s for any 16. conjoint development of the Subject Property alongwith such adjoining property and/or any other nearby lands and to enter upon agreements and understandings with them in such manner and on such terms and conditions as the said attorneys may deem fit and proper.
- 17. To represent the Principals before any adjoining property owner/s in connection with the user and enjoyment of amenities and facilities and the common areas and installations at the Building Complex in terms of the Development Agreement.
- To apply for and obtain "No Objection Certificate" from the Competent Authority 18. under the Urban Land (Ceiling & Regulation) Act, 1976 and all other permissions that may be required for modification and/or alteration and/or revalidation of plans,

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and/or obtaining utilities and any development activity or other purposes connected with the Building Complex.

- 19. To apply for and obtain all permissions, approvals, licenses, registrations, clearances, no objection certificates, quotas, subsidies, incentives, exemptions, discounts, waivers, entitlements and allocations of cement, steel, bricks and other building materials, in respect of the Building Complex and/or in respect of any input, utility or facility to be installed, run, made operative and managed thereat from all State or Central Government Authorities and statutory or other bodies and authorities concerned and any service providers.
- 20. To apply for and obtain all necessary permissions, and clearances from the authorities under the pollution and environment laws and all other related authorities.
- 21. To apply for and obtain in the name of the Developer the registration under all Real Estate development laws, including the Real Estate (Regulation and Development) Act, 2016 and to obtain all licenses and permissions under the said Act and all other acts and statutes, as applicable.
- 22. To appoint and terminate the appointment of Architects, Engineers, Surveyors and others for purposes connected with the Building Complex.
- 23. To appoint, employ, engage or hire, contractors, sub-contractors, structural engineers, civil engineers, surveyors, overseers, experts, consultants, vastu consultants, chartered accountants, security guards, personnel and/or such other persons or agents as may be required in respect of the Building Complex or any aspect or part thereof on such terms and conditions as the attorneys may deem fit and proper and to cancel, alter or revoke any such appointment or collaboration.
- 24. To appoint organizations and persons in connection with Building Management, Facility Management, Common Area management on such terms and conditions as the attorneys may deem fit and proper and to cancel, alter or revoke any such appointment or collaboration.
- 25. To do all necessary acts deeds and things for complying all laws rules regulations bye-laws ordinance etc., for the time being in force with regard to the Building Complex. Line Malufun Rahama 1m

- 26. To apply for and obtain Completion or Occupancy Certificate and other certificates as may be required from the concerned authorities.
- 27. To insure and keep insured the New Buildings and other Developments or any part thereof or any materials equipments or machineries against loss or damage by fire earthquake and/or other risks, if and as be deemed necessary and/or desirable by the said attorneys or any of them and to pay all premium therefor.
- 28. To obtain loans and finance from any Banks and/or the Financial Institutions in terms of the Development Agreement, and in the manner permitted under the Development Agreement but without however creating any financial obligation of repayment upon the Principals.
- 29. To grant consent and No Objection Certificate and permit the Transferees of Units, Parking Spaces and other Transferable Areas (including proportionate land share) to take loans or finances from any Banks or Financial Institutions and deal with banks and financers and/or their officers and/or assigns in connection with the any no objection certificates, consents, clearances, etc., from them.
- To produce or give copies of any original title deed or document relating to the Subject Property and/or the Complex to any person or financer or others.
- 31. To advertise and publicize the Building Complex or any part thereof in any media and to appoint marketing agents, brokers, sub-brokers, sole selling or other agents for sale or otherwise transfer of the same in terms of the Development Agreement.
- 32. To negotiate with the person or persons interested in obtaining Transfer and/or otherwise acquiring Transferable Areas spaces in the Building Complex, to take and accept bookings and applications, deal with, Transfer and/or part with possession of all or any Units, Parking Spaces and other Transferable Areas alongwith or independent of or independently the land comprised in the Project Site attributable thereto or any portion thereof or any undivided share therein to any Transferee at such consideration and on such terms and conditions as the said attorney or attorneys may deem fit and proper but without violating with the terms and conditions of the Development Agreement.
- 33. To ask, demand, recover, realize and collect the Realization and all other amounts or any parts thereof receivable in respect of any Transfer of the Transferable Areas in the manner and as per the terms and conditions of the Development Agreement and to deposit the Principals' Realization Share in the bank account of the Principals and the Developer's Realization Share in the bank account of the Developer in terms of

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the Development Agreement and to issue receipts to the Transferees accordingly which shall fully exonerate the person or persons paying the same.

- To cancel or terminate any booking/blocking and terminate any contract agreement 34. right of occupancy user and/or enjoyment with any person or persons intending to acquire Transferable Areas and/or undivided shares in the land comprised in the Project Site and to deal with the space and rights of such person or persons in such manner as the said attorney may deem fit and proper.
- To join in as party to agreements for Transfer of the Transferable Areas and/or 35. undivided share in the land comprised in the Subject Property or part thereof, and also confirming thereunder the rights and entitlements of the Developer under the said Development Agreement and agreeing to execute the Deeds of Transfer to be executed in pursuance thereof.
- 36. To transfer the proportionate share in land and/or in the common areas and installations to any Association or Society if so and as required by law in such manner as may be required.
- 37. To prepare sign execute modify, alter, draw, approve rectify and/or register and/or give consent and confirmation and/or deliver all papers, documents, agreements, sale deeds, conveyances, leases, supplementary agreements, nominations, assignments, licenses, mortgages, charges, declarations, forms, receipts and such other documents and writings as in any way be required to be so done and as may be deemed fit and proper by the said Attorneys in respect of the Transfer in the manner and as per the terms and conditions of the Development Agreement.
- 38. To enforce any covenant in any agreement, deed or any other contracts or documents of transfer executed by the Principals and the Developer and to exercise all rights and remedies available to the Principals and the Developer thereunder.
- 39. To ask, demand, sue for, recover, realize and collect Extras and Deposits (as defined and described in the Development Agreement) which are or may be due payable or recoverable from any Transferees or any person or persons or authority or authorities on any account whatsoever and to give effectual receipts and discharges for the same.
- 40. To have the Units Transferred to the Transferees to be separately assessed and mutated in the name of the respective Transferees in all public records and with all authorities and/or persons having jurisdiction and to deal with such authority and/or authorities in such manner as the said Attorney or Attorneys may deem fit and proper.

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- 41. To deal with any claim of any third party in respect of the Subject Property and to oppose or settle the same.
- 42. To look after all or any of the acts relating to Common Purposes including the management, maintenance and administration of the Building Complex as Maintenance In-Charge.
- To form a non profit making company or association or society or syndicate 43. amongst the owners and/or buyers of the Transferable Areas (including Association under the Apartment Ownership Act).
- 44. To deal with the Government of West Bengal or any department or authority in connection with the compliance of any existing or new laws or provisions affecting the Building Complex.
- For all or any of the purposes hereinstated to apply for, sign, appear and represent 45. the Principals before the Bidhannagar Municipal Corporation and all its departments, Kolkata Metropolitan Development Authority, B.L. & L.R.O., D.L. & L.R.O., and other authorities / officers under the Land laws, MED, Collector, District Magistrate, ADM, Municipality, Fire Brigade, Planning Authority, Development Authority, the authorities under Real Estate (Regulation and Development) Act, 2016, the Authorities under the West Bengal Apartment Ownership Act, Companies Act, Societies Registration Act, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, the authorities under the West Bengal Land Reforms Act, West Bengal Estate Acquisition Act, Town and Country (Planning & Development) Act, Development Authority, Airport Authorities, all Revenue Authorities, Pollution Control Authorities and other authorities connected to pollution matters, Environment Authorities, Licensing Authorities, Development Plan Authorities of the Government of West Bengal and/or India, Insurance Companies, Police Authorities, Traffic Department, Directorate of Fire Services and Fire Authorities, Directorate of Lifts, Directorate of Electricity and Chief Electrical Inspector and other Electricity Authorities, Government of West and Insurance Companies, Microwave Authorities of Department of Telecommunication, Electricity, Water, drainage, sewerage, lift, generator, telecom, television, wireless connectivity, digital and other service provider organizations, Land Acquisition Collector and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi Judicial, Municipal, land and other authorities and all private bodies and service providers and all other persons and also all courts tribunals and appellate authorities and do all acts deeds and things as the attorney may deem fit and proper and to make sign execute register submit register and/or

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deliver all documents, declarations, affidavits, applications, undertakings, objections, notices etc (including those relating to boundary verification) and also to submit and take delivery of all title deeds concerning the Subject Property and other papers and documents (including cause papers and orders passed in any suit or litigation or proceeding) as be required by the necessary authorities or as may in any way be found necessary or expedient by the said Attorney.

- To appear and represent the Principals before any Notary Public, Registrar of 46. Assurance, District Registrar, Sub Registrar, Additional Registrar, Metropolitan Magistrate and/or other officer or officers or authority or authorities having jurisdiction and to present for registration before them and admit execution and to acknowledge and register and have registered and perfected and/or notarized and/or affirm or declare all Agreements for transfer. Deeds and documents instruments and writings including the bank/finance documents, mortgage deeds, if any, executed by the said Attorneys by virtue of the powers hereby conferred.
- 47. To commence prosecute enforce defend answer and oppose all actions suits writs appeals revisions, review, arbitration proceedings, and other legal proceedings and demands civil criminal or revenue concerning and/or touching any of the matters hereinstated and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgment or become non suited in any such action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue, Arbitration Tribunal, any other Tribunal, Collector, Judicial or Quasi Judicial authorities and forums, Statutory authorities, presiding officers, authorized officers, etc. and to sign declare verify and/or affirm any plaint, written statement, petition, application, consent petition, affidavit, vakalatnama, warrant of attorney, memorandum of appeal or any other document or cause paper in any proceeding and to adduce oral and documentary evidences as the occasions shall require and/or as the said attorney or attorneys may think fit and proper.
- To apply for, obtain, accept and regione any original or copies of clearances, 48. certificates, permissions, no objections licenses, notices summons and services of papers from any Court, Tribunal, postar authorities and/or other authorities and/or persons.
- 49. To receive refund of the excess amount of fee or other amounts, if any, paid for the purposes hereinstated and to give valid and effectual receipts in respect thereof.
- 50. To receive all letters parcels or other postal articles and documents in respect of the Subject Property and to grant proper and effectual receipt thereof.

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- For better and more effectually exercising the powers and authorities aforesaid to retain appoint and employ Advocates, Pleaders, Solicitors, Mukhtears and to revoke such appointments.
- IV. AND GENERALLY to do all acts deeds and things for better exercise of the authorities herein contained relating to the Subject Property and the Building Complex and related purposes which the Principals themselves could have lawfully done under its own hands and seal, if personally present.
- V. AND the Principals do hereby ratify and confirm and agree to ratify and confirm all and whatever their said Attorney or Attorneys shall lawfully do or cause to be done in or about the premises aforesaid.
- VI. AND it is clarified that while exercising the powers and authorities hereby conferred on the said Attorneys, they or any of them shall not do any act deed or thing which would go against the provisions of the Development Agreement or impair or affect the rights and entitlement of the Principals and by executing this Power of Attorney the obligations of the Principals or the Developer or consequences for non compliance under the Development Agreement shall not be affected.

## THE SCHEDULE ABOVE REFERRED TO:

# (SUBJECT PROPERTY)

ALL THAT pieces or parcels of land admeasuring 292.04 Satak or 2.9204 acre more or less equivalent to 11818.43 sq. mt. more or less situate lying and being entire (1) R.S. and L.R. Dag No.232 (165 satak more or less) recorded in L.R. Khatian Nos. 1538, 1548, 1537, 1547, 1549, 1546, 1544, 1539, 1541, 1543, 1542, 1540, 1545 and 3081, (2) R.S. and L.R. Dag No.236 (10 satak more or less) recorded in L.R. Khatian No.1274 and 2311, (3) R.S. and L.R. Dag No. 249 (2 satal more or less) recorded in L.R. Khatian No. 1863, (4) R.S and L.R. Dag No. 250 (1 Satak pre or less) recorded in L.R. Khatian No. 1901, (5) R.S and L.R. Dag No. 251 (1 Satak Fore of less) recorded in L.R. Khatian No. 1901, (6) R.S and L.R. Dag No. 252 (3 Satak more or less) recorded in L.R. Khatian No. 1899, (7) R.S. and L.R. Dag No.234 (3 salak-more or less) recorded in L.R. Khatian No. 1902 and a divided and demarcated portion of (8) R.S. and L.R. Dag No. 199 (17.69 satak more or less out of 47 satak) recorded in L.R. Khatian Nos. 1844 and 1893, (9) R.S. and L.R. Dag No.205 (3 satak more or less out of 16 satak) recorded in L.R. Khatian No. 1902 (10) R.S. and L.R. Dag No.218 (26.5 satak more or less out of 56 satak) recorded in L.R. Khatian No.1276, (11) R.S. and L.R. Dag No.227 (16.5 satak more or less out of 33 satak) recorded in L.R. Khatian No. 1276 (12) R.S. and L.R. Dag No. 233 (2.89 satak out of 37 satak) recorded in L.R. Khatian No. 1902, (13) R.S. and L.R. Dag No.235 (37.32 satak

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more or less out of 49 satak) recorded in L.R. Khatian Nos. 1274, 1581, 1900, 1894, 1892. 1824, 2293, 1825, (14) R.S. and L.R. Dag No.248 (1.22 satak more or less out of 2 satak) recorded in L.R. Khatian No. 1899 (15) R.S. and L.R. Dag No. 253 (0.92 satak more or less out of 2 satak) recorded in L.R. Khatian No. 1899 and (16) R.S. and L.R. Dag No. 254 (1 satak out of 3 satak) recorded in L.R. Khatian No. 1899, all in Mouza Atghara, J.L. No. 10 and comprised in Holding Nos. 516, ward - 09(O)/12N Block No - C,516, Atghara Napara, 374, ward - 09(O)/12N Block No - B,374, Atghara Napara, 505, ward - 09(O)/12N Block No - C,505, Atghara Napara, 384, ward - 09(O)/12N Block No - B,384, Atghara Napara, As/503, ward - 09(O)/12N Block No - C,503, Atghara Napara, 504, ward - 09(O)/12N Block No - C,504, Atghara Napara, As/386, ward - 09(O)/12N Block No - B, AS 386, Atghara Napara, 501, ward - 09(O)/12N Block No - C, 501, Atghara Napara, 514, ward -09(O)/12N Block No - C, 514, Atghara Napara, 510, ward - 09(O)/12N Block No - C, 510, Atghara Napara, 507, ward - 09(O)/12N Block No - C, 507, Atghara Napara, 519, ward -09(O)/12N Block No - C, 519, Atghara Napara, 518, ward - 09(O)/12N Block No - C, 518, Atghara Napara, 517, ward - 09(O)/12N Block No - C, 517, Atghara Napara, 512, ward -09(O)/12N Block No - C, 512, Atghara Napara, 502, ward - 09(O)/12N Block No - C, 502, Atghara Napara, 506, ward - 09(O)/12N Block No - C, 506, Atghara Napara, 508, ward -09(O)/12N Block No - C, 508, Atghara Napara, 513, 9, Block No - C,513 Atghara Napara, 509, ward - 09(O)/12N Block No - C, 509, Atghara Napara, 520, ward - 09(O)/12N Block No - C, 520, Atghara Napara, 511, ward - 09(O)/12N Block No - C, 511, Atghara Napara, 515, ward - 09(O)/12N Block No - C, 515, Atghara Napara and 385, ward - 09(O)/12N Block No - B, 385, Atghara Napara all under Bidhannagar Municipal Corporation, Police Station Baguiati (formerly Rajarhat), in the District of North 24 Parganas, Pin Code 700145 and butted and bounded as follows:-

Partly by Biswa Bangla Sarani and partly by RS Dag Nos. On the North:

231, 233, 237 and 259 and partly by portion of RS Dag Nos.

199,227 and 235;

1.1.2 Partly by each of RS Dag Nos. 217, 242, 237, 238, 240 and On the South:

204 and partly by tion of RS Dag Nos. 233, 235 and 199;

Partly by RS Dageros. 240, 242, 239 and partly by portion of 1.1.3 On the East:

RS Dag Nos. 227, 254, 253, 248 and 235.

Partly by each of RS Dag No. 201, 202, 203, 204, 219 and 1.1.4 On the West:

238 partly by portion of RS Dag Nos. 233,199 and 205;

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

IN WITNESS WHEREOF the Principals have hereunto set and subscribed their respective hands and seal on this 05th day of August Two Thousand and Twenty One.

EXECUTED AND DELIVERED by PRINCIPALS abovenamed

Kolkata in the presence of:

Mainak Das 37, Derhoandlu Road P.O. Bostonatin Kol Kola - 7000 86

Noin Shame 22, M. R. B. SL Kot. 7

AMBET PLAZA PRIVATE LIMITED

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(AMBEY COMPLEX PRIVATE LIMITED)

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(AMBEY PLAZA PRIVATE LIMITED)

(AMBEY APARTMENT PRIVATE LIMITED)

AMBEY TOWERS PRIVATE LIMITER Goutam Paul

AMBEY MIRISE PRIVATE LIMITEL Mahoha Kahann Monse

Director

(AMBEY TOWERS PRIVATE LIMITED)

(AMBEY HIRISE PRIVATE LIMITED)

AMBE COMMOTRADE PVT. LTD.

ARYAVRAT INFRASTRUCTURE PVT. LTD.

(AMBE COMMOTRADE PRIVATE LIMITED)

(ARYAVRAT INFRASTRUCTURE PRIVATE LIMITED)

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(ARYAVRAT APARTMENT PRIVATE LIMITED)

(ARYAVRAT ENCLAVE PRIVATE LIMITED)

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Goutam Paul

Birestor

Aryavrat Savings Unit Pvt. Ltd.

Director

(ARYAVRAT PLAZA PRIVATE LIMITED)

(ARYAVRAT SAVINGS UNIT PRIVATE LIMITED)

AMBEY MATA HOLDINGS PRIVATE LIMITED

La Mari

JAINEX PROPERTIES PVI. LTD.

Director

(AMBEY MATA HOLDINGS PRIVATE LIMITED)

(JAINEX PROPERTIES PRIVATE LIMITED)

PRATIBHA NIKETAN PVT. LTD.

Director

SIMPLES ENCLAVE PRIVATE LIMITED

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(PRATIBHA NIKETAN PRIVATE LIMITED) (SIMPLEX ENCLAVE PRIVATE LIMITED)

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Director

SIMPLES NIRMAN PRIVATE LIMITE

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SIMPLEX MANSION PRIVATE LIMITEL

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(SIMPLEX MANSION PRIVATE LIMITED)

SIMPLEX LAND & HOUSING DEVELOPMENT PVT. LTD.

Director

(SIMPLEX LAND & HOUSING DEVELOMENT PRIVATE LIMITED)

AMBEY MATA CAPITAL PRIVATE LIMITED

PIDECTOR

(AMBEY MATA CAPITAL PRIVATE LIMITED)

WE ACCEPT

AMBEY REALTORS LLP.

Designated Partners / Partners

AMBEY REALTORS LLP

Designated Partner / Partners.

Drafted by me:
Foctor Fagoro, Advocate

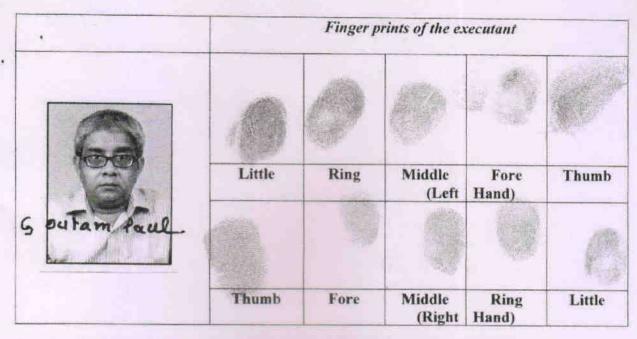
C/o DSP Law Associates

4D, Nicco House

1B & 2, Hare Street

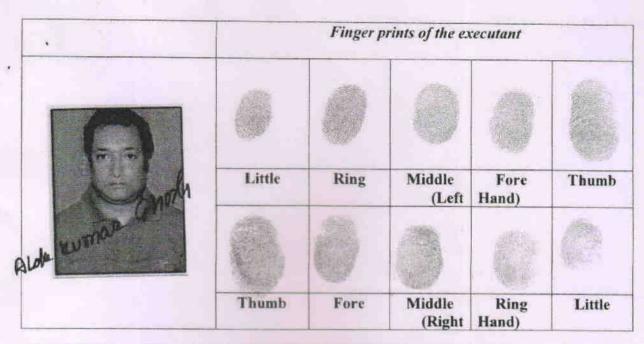
Kolkata-700001

F-1415/2010.



	Finger prints of the executant				
	Little	Ring	Middle	Fore	Thumb
Moelna fren Latisamo mas			(Left	Hand)	- 9
	Thumb	Fore	Middle (Right	Ring Hand)	Little

	Finger prints of the executant				
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		Finger pr	ints of the ex	cecutant	
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# NOCTILUCENT SOLUTIONS PVT. LTD.

Architecture / Interior / Master panning / Product design

AMBEY REALTORS LLP GSTIN: 19ABCFA8196Q1ZJ PAN NO: ABCFA8196Q

Attn: Mr. Nag

PS IXL building, 3rd floor, New Town, Kolkata - 700157

### TAX INVOICE FOR ARCHITECTURAL CONSULTANCY-FINAL BIII

Bill no : NOCTI/EXPCEN /R1/002 GST Regn: 19AAFCN3641J2Z8

Bill Date: 23rd -August-2021

PAN No: AAFCN3641J

Name of Project

: AMBEY GATEWAY, CHINAR PARK

Order Reference no

: AG/S/07, Dated 21.09.2020

Description	Amount	Amount
Payment against Final Stage		
Bill Amount		Rs. 2,00,000.00/-
Add:- CGST @9%	Rs. /-	Rs. 18,000.00/-
Add:- SGST @9%	Rs. /-	Rs. 18,000.00/-
Total GST		Rs. 36,000.00/-
Grand Total		Rs. 2,36,000.00/-
Less Advance Received		Rs.00/-
Round off		Rs. 0.00/-
Amount Due		Rs. 2,36,000.00/-

Rupees: Two lakh thirty-six thousand only (Fund transfer should be made in favour of - NOCTILUCENT SOLUTIONS PVT. LTD.) Bank Details: IndusInd Bank, Current Ac no- 201000749049, IFSC Code: INDB0000015.

For Noctilucent Solutions Pvt. Ltd.

**Authorised Signatory** 

E.O.E

