

Sl. No... 56... Dated... 21/8/2023

# NOTARIAL CERTIFICATE

(Pursuant to Section 8 of the Notaries Act. 1952)

TO ALL MEN BY THESE PRESENTS SHALL COME, I, **KAZI KHALEKUJJAMAN**, Advocate & Notary practicing as a NOTARY in Alipore Judges' Court & Alipore Police Court within the District of KOLKATA of the State of West Bengal within the Union of India, do hereby declare that the Paper Writings collectively marked "A" annexed hereto hereinafter called the "Paper Writings A", are presented before me by the executant (s).

*Advantage Bengal Infrastructure Ltd. at GN-38/S, 9th floor, Sector-V, P.O. Sector-V, KOL-91.*

*And another*

Hereinafter referred to as the "executant (s)" on this, the \_\_\_\_\_ day of \_\_\_\_\_ two thousand and .....

21 AUG 2023

The "executant (s)" having admitted the execution of the "Paper Writings' A" in their own hand (s), in the presence of the witness (es), who as such, subscribe (s) the (s), thereon and being satisfied as to the identity of the executant (s) and the execution of the "Paper Writings A" and testify that the said execution is in the hand (s) of the executant (s).

IN WITNESS WHEREOF Being required of a Notary. I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and demand shall or may require.

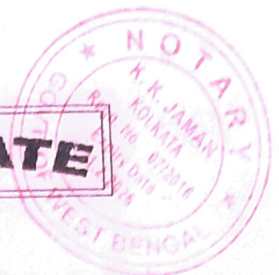
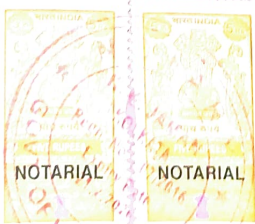
IN FAITH AND TESTMONY WHEREOF I, **KAZI KHALEKUJJAMAN**, the said Notary, have hereunto set and subscribed my hand and affixed my Notarial Seal of Office at Alipore Judges' Court & Alipore Police Court, Kolkata - 700 027, in the District of Kolkata on this the \_\_\_\_\_ day of ..... 20

21 AUG 2023

*Kazi Khalekujjaman*  
**KAZI KHALEKUJJAMAN**

Notary  
Govt. of West Bengal  
Regn. No. 07 / 2016  
Kolkata

21 AUG 2023



BEFORE THE NOTARY  
KOLKATA-700 027





পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AH 228237

BEFORE THE NOTARY  
KOLKATA-700 027



**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (this "MOU" or this "Memorandum of Understanding") is made and entered into on this 17th day of August 2023 ("Effective Date")

by and between

**ADVANTAGE BENGAL INFRASTRUCTURE LTD.(PAN-AAFCA2974B)**, having its principal place of business at GN-38/5,9th Floor, Sector-V, Kolkata – 700091, P.O. Sector-V, P.S. Electronics Complex, Sector-V, represented by its Director, **Milan Chakraborty** (PAN-ACBPC4416B) & (Aadhar No:8880 0405 0405) (Mobile no.9593200469), son of Late Kushi Lal Chakraborty, by faith -Hindu, by occupation Business , residing at Jems Residency,1 Motilal Gupta Road, P.S. Haridevpur, P.O. Barisha , District Kolkata, Kolkata –700008 as "FIRST PART".

**RUPALEKHYA INFRASTRUCTURES PVT LTD.(PAN- AAMCR6013R)**, having its principal place of business at DGK-708, 7<sup>th</sup> Floor, DLF GALLERIA, AA-I, New Town, Kolkata 700156, represented by its Director, **Anirban Dey** (PAN-AWYPD9116C) & (Aadhar No: 8616 3096 2923) (Mobile no.9836694794), son of Sri, Asok Kumar De, by faith - Hindu, by occupation Business, residing at ¾, Bipin Krishna Kumar Street, Belurmath, Howrah - 711202, as "SECOND PART".

for the purpose of establishing and achieving various goals and objective relating to the desire of getting a Real Estate Project constructed on the a plot of land admeasuring 61.2840 (Sixty one point

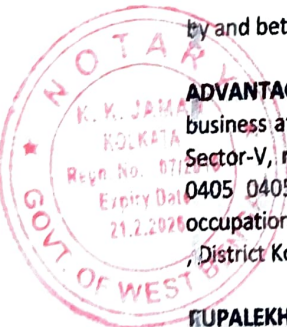
RUPALEKHYA INFRASTRUCTURES PVT. LTD.

ADVANTAGE BENGAL INFRASTRUCTURE LIMITED

*Anirban Dey*  
DIRECTOR

*Milan Chakraborty*  
Director

21 AUG 2023



two thousand eight hundred and forty) decimal, more or less, comprised in *Dag Nos* 1308, 1309, 1310, 1311, 1312, 1313 and 1316 with *Mouza - Jamalpara*, I.I. No. 42, within the jurisdiction of Rajarhat-Bishnupur (RB-II) Gram Panchayat, R.S No. 124, Touzi No. 173 at present 10, Additional District Sub-Registration Office Rajarhat, NewTown, Under Rajarhat Police Station in the district of North 24 Parganas (**Project Property**)(hereinafter referred to as the "said plot of land") having its Development Agreement being no. 152310194 for the year 2023, dated 7<sup>th</sup> July, 2023, Book no- 1, Vol no. 1523-2023, Pages from 337913 to 337961 and A Power of attorney after registering Development Agreement being No. 152311199 for the year 2023, Book no - 1, Vol no. -1523-2023, Pages from 372589 to 372616 registered at ADSR Rajarhat, over a land of more or less 38 Kattahs, to be named as "RUPALEKHYA OZONE".

WHEREAS, the aforementioned Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth vide the Development Agreement and Registered Power of Attorney referred above.

AND WHEREAS, the Parties are desirous to enter an understanding, thus setting out all necessary working arrangements that both Parties agree shall be necessary to complete this project;

AND WHEREAS the FIRST PART has appointed an eligible architect and structural engineer for the technical consultancy work of the said project, and the said architect has prepared the plans, drawings and elevations of the said intended Project and the specification of the works to be done and of the materials.

#### PURPOSE AND SCOPE

The Parties intend for this Memorandum of Understanding to provide the cornerstone and structure for any and all possibly impending binding contract which may be related to the the Property is earmarked for the purpose of building a residential project comprising multi-storeyed apartment buildings and car parking spaces and the said project shall be known as "RUPALEKHYA OZONE" ("Said Complex"). The development of the Said Complex known as 'RUPALEKHYA OZONE' *inter-alia* comprising of Basement+ Ground Floor+ 7 (B+G+7) storied residential buildings, being constructed on the Project Property on Basement and Ground level Car Parking being constructed on the Project Property, including Club, Gym, swimming pool, community hall, rooftop garden and party area, meditation and yoga space etc being constructed on the Project Property and multiple multi-storied residential building having 1BHK, 2BHK and 3BHK flats on respective floors and car parking spaces proposed as a "real estate project" by the Promoter and is being registered as a 'real estate project' ("the Real Estate Project or Project") with the West Bengal Real Estate Regulatory Authority ("Authority"), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.

#### OBJECTIVES

The Parties shall endeavour to work together to develop and establish policies and procedures for their relationship on this project and intend to furnish and provide end products and/or services that meet or exceed all business and industry standards.

#### RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

1. It is the desire and the wish of the aforementioned Parties to this MOU that this document should not and thus shall not establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in

such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safeguard and sustain sound and optimal managerial, financial and administrative commitment with regards to all matters related to the project.

2. It is to be mentioned here that the day-to-day operation for execution, supervision, sales and marketing, accounts, legal procedures, RERA Registration or other formal registration work will be done by the SECOND PART and the sanctioning of plan will be on the part of FIRST PART.
3. It is to be mentioned here that the cost of establishment, cost of project construction, cost of marketing, and all other ancillary allied costs of the said project will be divided between these two parties equally.
4. It is to be mentioned that the banking operations and handling bank accounts of the project shall be done by both the Parties jointly or as decided between them by them jointly, time-to-time.
5. It is to be mentioned that fixation of salary for the Directors representing the both Parties shall be made monthly for an amount of Rs. 50,000 (Rupees Fifty Thousand only) each, and all other cost of Establishment and Operation for the Project shall be jointly borne by both the Parties. Beyond completion of the Project the Share on Profits between the First Party & the Second Party shall be in the ratio of 40:60.

#### TERMS OF UNDERSTANDING

The term of this Memorandum of Understanding shall be for a period of 3(Three) years from the aforementioned effective date and may be extended upon written mutual agreement of both Parties.

#### AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This Memorandum of Understanding may be amended or modified at any time in writing by mutual consent of both parties.

In addition, the Memorandum of Understanding may be cancelled by either party with 90(ninety) days advance written notice, with the exception where cause for cancellation may include, but is not limited to, a material and significant breach of any of the provisions contained herein, when it may be cancelled upon delivery of written notice to the other party.

#### GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either party is unable to perform their duties or responsibilities under this Memorandum of Understanding consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

#### LIMITATION OF LIABILITY

Limitation of rights shall arise or be assumed between the Parties as a result of the

RUPALEKHYA INFRASTRUCTURES PVT. LTD.



DIRECTOR

3

ADVANTAGE BENGAL INFRASTRUCTURE LIMITED



Director

21 AUG 2023

terms of this Memorandum of Understanding.

### ARBITRATION/MEDIATION DISPUTE RESOLUTION

All disputes or differences relating to the specifications, designs, drawings and as to quality of workmanship or material used in the work or as to any other question arising out of or relating to the contract, design, drawings, specifications, orders or otherwise in connection with the agreement or the carrying out of the works, whether during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of two arbitrators, one to be appointed by each party. The arbitrators shall appoint an umpire before entering upon the reference. The parties would cooperate and lead evidence, etc. with the arbitrators and if one of the parties does not cooperate or remains absent at the reference, the arbitrators would be at liberty to proceed with the reference ex-parte. The arbitrators or the umpire shall keep record of the oral evidence adduced by the parties and submit the same to the court at the time of filing of the award, along with documentary evidence produced before them or him by the parties or their witnesses. The proceeding of the arbitrators shall be recorded in English and a carbon copy whereof shall be furnished to each party. The arbitrators or umpire shall be entitled to appoint stenographer, for recording proceedings of the arbitration, consult an expert, after previous notice to the parties to the reference, the cost whereof shall be borne equally by the parties. The fees of the arbitrator appointed by a party shall be borne by the party, so appointing and the fees of the arbitrator and the other arbitration expenses shall be borne equally by the parties. The arbitrators shall make their award, with reasons for the decision, within six months from the date of entering upon the reference. If the arbitrators have allowed their time to expire without making an award or have delivered to any party or to the arbitrator a notice in writing stating that they cannot agree, the arbitrator shall forthwith enter on the reference. The arbitrator shall make his award within four months of entering on the reference or within such extended time, as the parties may agree. The award of the arbitrators as the case may be, shall be final, conclusive and binding on the parties and shall not be challenged on any ground except collusion, fraud or an error apparent on the face of the award. This reference to arbitration shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof. No action can be taken under this agreement for the enforcement of any right without resorting to arbitration under this clause.

### NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

### GOVERNING LAW

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the local jurisdiction at Kolkata, West Bengal.

### SEVERABILITY CLAUSE

In the event that any provision of this Memorandum of Understanding shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Memorandum shall be determined to be unlawful or otherwise unenforceable, the remainder of the Memorandum shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Memorandum to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

*[Signature]*

*[Signature]*

### ASSIGNMENT

Neither party to this Memorandum of Understanding may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

### ENTIRE UNDERSTANDING

The herein contained Memorandum of Understanding constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and pre-empt any conflicting provision of this Memorandum of Understanding whether written or oral.

FURTHERMORE, the Parties to this MOU have mutually acknowledged and agreed to the following:

1. The Parties to this MOU shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this project.
2. It is not the intent of this MOU to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations.
3. The Parties to this MOU shall mutually contribute and take part in any and all phases of the planning and development of this project, to the fullest extent possible.
4. It is the intent or purpose of this MOU to create rights, benefits and/or trust responsibilities by or between the parties.
5. The Parties to this MOU have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice is delivered to the other party.
6. Upon the signing of this MOU by both Parties, this Agreement shall be in full force and effect.

### AUTHORIZATION AND EXECUTION

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Advantage Bengal Infrastructure Limited and

Rupalekha Infrastructures Pvt Limited and shall be effective as of the date first written above.

ADVANTAGE BENGAL INFRASTRUCTURE LIMITED

*[Signature]*

Director

Signature

17th August, 2023

Date

RUPALEKHYA INFRASTRUCTURES PVT. LTD.

*[Signature]*

Signature DIRECTOR

17th August, 2023

Date

Identified by me

*[Signature]*  
Debasish Chowdhary

Advocate  
Alipore Judges Court, Kol-27  
WB '029/1983

Signature attested  
on Identification

*[Signature]*  
Kazi Khalekujjaman  
Notary, Govt. of West Bengal  
Regd. No.:02/2016  
Kolkata

21 AUG 2023