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पश्चिमबङ्ग पश्चिम बङ्गाल WEST BENGAL

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**Joint Development Agreement**

Notified that the document is admitted  
electronically. The original sheet/sheets  
of the document are to be submitted  
to the Registrar for the purpose of  
recording.

This **Joint Development Agreement** is made on this 26<sup>th</sup> day of March, 2018.

**Between**

1. **M/s. Simplex Properties & Trading Pvt. Ltd.** (CIN - U70109WB1981PTC034402) having its Income Tax PAN - AADCS8600C, a private limited company incorporated in accordance with the provisions of the Companies Act., 1956, having its registered office at Eden House, 15 Gangadhar Babu Lane, 3rd Floor, Room No. 306, Post Office - Bowbazar, Police Station - Bowbazar, Kolkata-700 012, represented by one of its Director, **Raj Kumar Agarwal** (DIN - 00665762....) having his Income Tax PAN-ACKPA0021B, son of Late Chhotelal Agarwal, presently residing at Greenwood Sonata, Pent House - A, Floor 13 & 14, HIG-III, Action Area - IID, Biswa Bangla Sarani, Kolkata - 700 157, District - North 24 Parganas, West Bengal, India,

Handwritten signature/initials.

2. **Motiar**

Additional District Sub-Registrar  
Kolkata, New Town, North 24<sup>th</sup> Pargana

27 MAR 2018

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Subir Kumar Seal  
High Court, Kolkata  
Enrollment No. 974 P 102 117 94

21 MAR 2018

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Dipak



DIPAK KUMAR AGARWAL  
PARTNER  
ANDEY MATAN (INDIA) PVT. LTD.  
Dipak  
(DIPAK KUMAR AGARWAL)



DUPLEX PROPERTIES & TRADING PVT. LTD.  
Director  
(Ajay Kumar Agarwal)

Additional District Registrar  
Rajshahi, New Town, North 24-PG-2

26 MAR 2018



2. **Motiar Rahaman Mondal** having his Income Tax PAN - AELPM1151K, son of Rahamatulla Mondal, by nationality - Indian, by faith - Muslim, by occupation- Business, presently residing at Ambey Vista, Flat No. 4C, on Fourth Floor, Bangalakshmi Abasan, Dashodron, Police Station - Baguiati, Post Office - R-Gopalpur, Kolkata- 700 136, District- North 24 Parganas, West Bengal, India,

hereinafter jointly called and referred to as the **Land Owners** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Director or Directors, successor-in-office, successor-in-interest, legal representatives and assigns) of the **First Part**.

And

**Ambey Mata Projects LLP** (LLPIN - AAD-6409) having its Income Tax PAN - ABCFA8195P, a limited liability partnership firm constituted in accordance with the provisions of the Limited Liability Partnership Act., 2008, having its registered office at PSIXL, Unit No. 305, Third Floor, Biswa Bangla Sarani, Chinar Park, Post Office - R. Gopalpur, Police Station - Baguiati, Kolkata 700 136, represented by one of its Partners, **Mr. Dipak Kumar Agarwal** (DIN - 00570301), having his Income Tax PAN - ADIPA4263G, son of Sri Basudeo Prasad Agarwal, by nationality Indian, by faith Hindu, by occupation Business, presently residing at 54, Bangur Avenue, Block-B, Post Office - Bangur Avenue, Police Station- Lake Town, Kolkata-700 055, District - North 24 Parganas.

hereinafter called and referred to as the **Developer** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Partner and/or Partners, successor-in-office, successor-in-interest) of the **Second Part**.

..... **Article - I**



3088

Mitra Kalyan Mohan

Silakar Chatterjee.  
S/o. Biswajit Chandra Chatterjee.  
77/1, Baidya Bagin, Darpukur.  
Po. Jhalakhami.  
P.O. Kaptain  
Kolkata - 700 048.  
Scriber



Assistant District Sub-Registrar  
Rajshahi, New Town, Kolkata - 700 048

25 MAR 2018



## Article - I

### **1. Definition**

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

- i) **'New buildings'** shall mean single or several buildings and other structures to be constructed by the Developer from time to time at the project site.
- ii) **'Building plans'** shall mean and include the one or more building permits and plans from time to time issued and sanctioned by the concerned authorities for construction of new building/s at project site or any part or portions thereof and shall include all modifications and/or alterations thereto made in terms hereof as also all extensions renewals and/or revalidations thereof.
- iii) **'Common portions'** shall mean such parts, portions and areas in the project site, which the second party/parties identifies or earmarks for the time being to be for common use by all or any one or more of the transferees or any other person in common with the parties hereto and include any variations or relocations thereof as may be made by the second party/parties therein or thereto from time to time.
- iv) **'Complex'** shall mean the project site and the multi-purpose development thereof to be caused by the second party/parties and include buildings, houses, constructed and open spaces etc. as may be planned by the second party/parties there at.
- v) **'Designated Building/s'** shall mean any of the several buildings proposed to be constructed at the project site in which specific amenities will be

..... incorporated



incorporated for common user of all the flat/unit/apartment owners/occupiers shall be finalised by the second party/parties at any time after sanction of the building plans from the competent authority. (here Jyangra Hatiara No. II Gram Panchayat is the competent issuing authority).

- vi) **'First Party's/Parties'Allocation'** shall mean and include 45% (forty five per cent) of all Net Revenue to be generated from the sale of various flats/units/apartments, commercial spaces and/or constructed spaces of the buildings to be constructed on the said land TOGETHER WITH the share in the same proportion in Car Parking Spaces (open, covered, and mechanical (if any)) AND TOGETHER WITH the undivided, proportionate, impartible and indefeasible part or share in the said land attributable thereto AND TOGETHER WITH the share in the same proportion in all common areas, facilities and amenities in the said complex AND TOGETHER WITH all areas earmarked as excluded and reserved areas which are not for common uses.
- vii) **'Landowner'** shall mean the owner for the time being of the several pieces or parcels of land constituting the project site and include the first party/parties for the subject property shall also include their respective successors-in-office, successors-in-interest, constituents and/or assigns.
- viii) **'Project site'** shall mean the larger premises of the pieces or parcels of land hereditaments and premises described under First Schedule hereinunder subject to variations thereof as may be made by the second party/parties in its sole discretion and includes the subject property.

..... ix) **'Project'**



- ix) **'Project'** shall mean and include the procurement and development of the project site in to a complex and transfer of the transferrable areas therein.
- x) **'Second party/parties's Allocation'** shall mean and include 55% (fifty five per cent) of all Net Revenue to be generated from the sale of various flats/units/apartments, commercial spaces and/or constructed spaces of the buildings to be constructed on the said land TOGETHER WITH the share in the same proportion in Car Parking Spaces (open, covered, and mechanical (if any)) AND TOGETHER WITH the undivided, proportionate, impartible part or share in the said land attributable thereto AND TOGETHER WITH the share in the same proportion in all common areas, facilities and amenities in the said complex AND TOGETHER WITH all areas earmarked as excluded and reserved areas which are not for common uses, alongwith 100% of extras and deposits such as RAC charges, DG connection charges, transformer charges, etc.
- xi) **'Subject property'** shall mean and include the project site together with all easements and appurtenances thereof and all developments thereat, excluding the allocation/entitlement of the first party/parties in respect of the first party's/parties', allocation.
- xii) **'Transfer'** with its grammatical variation shall include transfer by sale, lease, or any other means adopted by the allottee of such individual allocation.
- xiii) **'Transferrable areas'** shall mean and include units/flats/apartments, commercial spaces, covered and open car parking spaces, open and covered spaces at the project site land, all other areas portions or shares comprised in or portion of the project site capable of being transferred independently or by being added to the area of any unit/flat/apartment to any unit or otherwise.

..... xiv) **'Phases'**



- xiv) **'Phases'** with their grammatical variations shall mean the different phases in which the development of the project site shall be carried out in terms hereof.
- xv) **'Transferees'** shall mean and include all persons to whom any transferrable areas are transferred or agreed to be done.
- xvi) **'Net Revenue'** shall mean and include the sum of money receivable as basic unit price and car parking charges.

If there remains any unsold stock (in the form of residential flats/apartments/units/car parking spaces - both open and covered) the developer shall have every liberty to takeover the said unsold stock on the basis of average sale price of the residential flats/apartments/units and car parking spaces to pay to the landowners against such takeover, as per agreed ratio within 6 (six) months after such takeover proceedings.

- xvii) **'Units/Flats/Apartments'** shall mean and include
- a) Residential units shall mean and include the flat/apartments for residential use in any building at the project site.
- b) Non residential units shall mean and include office spaces, shops, constructed/covered spaces for use as commercial, assembly, educational, mercantile or any other use other than residential.
- xviii) **'Purchaser'** shall include :-
- a) In case the ***purchaser is an individual***, the term or expression "Purchaser" shall mean and include his/her/their successors, executors, administrators, legal representatives and/or assigns;

..... b) In case





- b) In case the ***purchaser is a partnership firm***, the term or expression "Purchaser" shall mean and include the partners of such partnership firm and their respective heirs, executors, administrators, successors, legal representatives and/or assigns.
- c) In case the ***purchaser is a Limited Company*** and/or **Private Limited Company** the term and/or expression "Purchaser" shall mean and include such company and its successor-in-office or successor-in-interest and/or assigns.
- d) In case the ***purchaser is a trust***, the term or expression "Purchaser" shall mean and include the Trustee or Trustees for the time being of such Trust and its successor or successors in office and/or assigns.
- e) In case the ***purchaser is a Karta representing the Hindu Undivided Family***, the expression or term "Purchaser" shall mean and include the Karta and/or members for the time being of such Hindu Undivided Family (H.U.F.) and their respective heirs, executors, successors, administrators, legal representatives and/or assigns.

xix) **'Advocates'** - shall mean Subir Kumar Seal & Associates, Advocates, P-106, Bangur Avenue, Block - C, Police Station - Lake Town, Kolkata - 700 055, Manish Apartment, Ground Floor.

xx) **'Architect'** - shall mean such person or persons who may be appointed by the Developer as the Architect for the Complex.

..... xxi) **'Construction'**



- xxi) **'Construction Costs'** - shall mean and include all fees, remuneration payable to the Architects, structural Engineers, Consultants and Contractors, fees and deposits payable for obtaining necessary permissions of the buildings plans, drainage connection, electric connection etc., costs of procuring all building materials, fixtures and equipments required for construction of the buildings, salaries and wages payable to all the employees and workers appointed for supervision and construction of the buildings and all other expenses incurred for construction and completion of the project at the said Land and/or incidental thereto.
- xxii) **'Common Areas, Facilities and Amenities'** - shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, roofs of the buildings excluding the signage spaces to be reserved for and use by the Developer, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, Fire Fighting systems and other facilities in the Complex, which may be decided by the Developer in its absolute discretion and provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Complex.
- xxiii) **'Common Expenses'** - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose which will be contributed,

..... borne, paid



borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed by the respective transferee to the Maintenance-in-charge.

- xxiv) **'Common Purposes'** - shall mean and include the purpose of managing, maintaining and up keeping the Complex as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.
- xxv) **'Complex'** - shall mean the building Complex comprising of residential, commercial or offices with open areas to be constructed, erected and completed by the Developer in terms of this Agreement and the Plan.
- xxvi) **'Completion Notice'** - shall mean the notice issued by the Developer to purchasers/allottees after certificate of completion is received from the Architect.
- xxvii) **'Date of Commencement of Liability'** - shall mean the date next after expiry of the Completion Notice irrespective of whether intending purchasers take actual physical possession or not.

..... **1.2. Interpretation**



### 1.2. Interpretation

- i) **'Party/Parties'** : in this agreement, any reference to a party/parties is to a party/parties to this agreement.
- ii) **'Article, Clause'** : In this agreement any reference to an Article or Clause form part of and are deemed to be incorporated in this agreement.
- iii) **'Singular'** shall mean the plural and vice versa.
- iv) **'Masculine'** shall include feminine and vice versa.

### Article - II

#### 2. Background/Devolution/Recital :

##### In respect of R.S. & L.R. Plot Dag No. 1020

##### Whereas :

1. One Sri Vivekananda Mitra and Sri Dipankar Mitra, both sons of Late Manindra Mitra, were jointly seized and possessed of and/or otherwise well and sufficiently entitled all that piece and parcel of Sali land hereditaments admeasuring an area of 10 (ten) Cuttah and 10 (ten) Chittack, be the same a little more or less comprised in C.S. Plot Dag No. 847, corresponding to R.S. & L.R. Plot Dag No. 1020 in C.S. Khatian No. 223 in R.S. Khatian No. 69 in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi No. 174/179, Police Station - the then Rajarhat, within the local limits of Jyangra Hatiara No. II, Gram Panchayat and within the jurisdiction of the then Additional District Sub Registrar Bidhannagar, Salt Lake City, District - North 24 Parganas.
2. While seized, possessing and enjoying the aforesaid property by virtue of a Saf Kobala, dated the 4th day of October, 1989, the said Sri Vivekananda Mitra and Sri Dipankar Mitra jointly

..... the Vendors



the Vendors therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that piece and parcel of land hereditaments measuring 10 (ten) Cuttah and 10 (ten) Chittack as abovestated to one Sri Ram Krishna Das and Sri Giridhari Das, both sons of Sri Priyanath Das of 203/A, Basak Bagan Basti, Police Station - Lake Town, jointly with Sri Chandan Kumar Mishra, son of Sri Baneswar Mishra of Village & Post Office - Kurpai, Police Station - Tamluk, District - East Medinipur, collectively the Purchasers therein of the other part, at a valuable consideration mentioned therein and the said Indenture of Conveyance was registered at Additional District Sub Registrar of Bidhannagar, Salt Lake City, copied in Book No. 1, Volume No. 162, Pages Nos. 53 to 64, being Deed No. 7583 for the year 1989 and simultaneously with the execution of the same delivered peaceful possession thereof the said land to the Purchasers therein.

3. That by virtue of a Saf Kobala, dated the 14th day of November, 2008, the said Sri Giridhari Das, son of Sri Priyanath Das, the Vendor therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that his share of land measuring 3 (three) Cuttah 8 (eight) Chittack and 30 (thirty) Sq.ft. be the same a little more or less comprised in C.S. Plot Dag No. 847 corresponding to R.S. Plot Dag No. 1020 in C.S. Khatian No. 223, R.S. Khatian No. 69 in L.R. Khatian Nos. 508, 406/1, 652, 476, 1002, 190 and 422/1 in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi No. 174/179, Police Station - New Town (formerly Rajarhat), within the local limits of Jyangra Hatiara No. II Gram Panchayat and within the jurisdiction of the then Additional District Sub Registrar Bidhannagar, Salt Lake City, District - North 24 Parganas, to one Sri Amal Krishna Das, son of Sri Radha Krishna Das of Jatragachi, Post Office - Ghuni, Police Station - New Town, the Purchaser therein of the other part, at a valuable consideration mentioned therein and

....., the said



the said Saf Kobala was registered at Additional District Sub Registrar Bidhannagar, Salt Lake City and the same was copied in Book No. 1, Volume No. 12, Pages Nos. 19065 to 19080, being Deed No.13371 for the year 2008.

4. That by virtue of a General Power of Attorney, dated the 12th day of February, 2011, the said Sri Ram Krishna Das and Sri Chandan Kumar Mishra, jointly the Principals therein, duly nominated, constituted and appointed one Sri Radha Krishna Das, son of Late Priyanath Das as their true and lawful attorney empowering him to execute Indenture of Conveyance on their behalf in respect of the said land and the said General Power of Attorney was registered at Additional Registrar of Assurances III, Kolkata and the same was copied in Book No. IV, CD Volume No. 1, Pages Nos. 8754 to 8766, being Deed No. 00727 for the year 2011.
5. That the said Sri Ram Krishna Das, Sri Chandan Kumar Mishra and Sri Amal Krishna Das after purchasing the aforesaid land duly mutated their names during the course of L.R. Settlement Zari, vide L.R. Khatian Nos. 1547, 1548 and 1407 and were paying Khajna thereof regularly as the recorded Rayats and they have also converted the existing nature of land from 'Sali' to 'Bastu' in respect of R.S & L.R Plot Dag No. 1020 from the office of Block Land & Land Reforms Officer Rajarhat, vide Mutation Case Nos. 965/BL/RAJ/12, 966/BL/RAJ/12, and 967/BL/RAJ/12, all dated 23.05.2012.
6. That by virtue of a Deed of Conveyance, dated the 14th day of February, 2012 the said Sri Ram Krishna Das and Sri Chandan Kumar Mishra, jointly the Vendors therein of the first part, represented through their common constituted attorney, namely Sri Radha Krishna Das, had indefeasibly sold, conveyed, transferred, released and parted all that demarcated land hereditaments admeasuring an area of 5 (five) Cuttah 13 (thirteen) Chittack

..... and 24



and 24 (twenty four) Sq.ft. be the same a little more or less together with asbestos shed structure erected thereon measuring 600 (six hundred) Sq.ft. being Scheme Plot Nos. B and C out of their total land of 10 (ten) Cuttah 10 (ten) Chittack comprised in C.S. Plot Dag No. 847 corresponding to R.S. Plot Dag No. 1020 in C.S. Khatian No. 223, R.S. Khatian No. 69 in L.R. Khatian Nos. 508, 406/1, 652, 476, 1002, 190 and 422/1, thereafter in L.R. Khatian Nos. 1547 and 1548 in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi No. 174/179, Police Station - New Town (formerly Rajarhat), within the local limits of Jyangra Hatiara No. II Gram Panchayat and within the jurisdiction of the then Additional District Sub Registrar Bidhannagar, Salt Lake City, locally known as Jaragachi Purbapara to one M/s. Panchdev Construction Pvt. Ltd., represented by one of its Director Mr. Panchdev Kumar Shaw the Purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered at Additional District Sub Registrar Bidhannagar, Salt Lake City and the same was copied in Book No. 1, CD Volume No. 3, Pages Nos. 3923 to 3944, being Deed No. 01714 for the year 2012.

7. That by virtue of a Deed of Conveyance, dated the 14th day of February, 2012 the said Sri Amal Krishna Das the Vendor therein of the first part, had indefeasibly sold, conveyed, transferred, released and parted all that piece and parcel of land measuring an area of 3 (three) Cuttah 7 (seven) Chittack and 30 (thirty) Sq.ft. together with an asbestos shed structure measuring 300 (three hundred) Sq.ft. erected thereon being Scheme Plot No. A, out of the total land of 10 (ten) Cuttah 10 (ten) Chittack comprised in C.S. Plot Dag No. 847 corresponding to R.S. Plot Dag No. 1020 in C.S. Khatian No. 223, R.S. Khatian No. 69 in L.R. Khatian Nos. 508, 406/1, 652, 476, 1002, 190 and 422/1, thereafter L.R. Khatian No. 1407 in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi No. 174/179, Police Station - New Town (formerly Rajarhat) within

..... the local



the local limits of Jyangra Hatiara No. II Gram Panchayat and within the jurisdiction of the then Additional District Sub Registrar Bidhannagar Salt Lake City, District - North 24 Parganas to the said M/s. Panchdev Construction Pvt. Ltd. represented through one of its Director Sri Panchdev Kumar Shaw the Purchaser therein of the Second Part at a valuable consideration mentioned therein and the said Deed of Conveyance was registered at Additional District Sub Registrar Bidhannagar, Salt Lake City and the same was copied in Book No. 1, CD Volume No. 3, Pages Nos. 3945 to 3965, being Deed No. 01715 for the year 2012.

8. Thus by virtue of the recital hereinabove stated the said M/s. Panchdev Construction Pvt. Ltd. was seized and possessed of and/or otherwise was well and sufficiently entitled all that piece and parcel of 'Bastu' land measuring 9 (nine) Cuttah 05 (five) Chittack 09 (nine) Sq.ft. comprised in C.S. Plot Dag No. 847 corresponding to R.S. & L.R. Plot Dag No. 1020 in C.S. Khatian No. 223, R.S. Khatian No. 69 in L.R. Khatian Nos. 1547, 1548 and 1407 in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi No. 174/179, Police Station - New Town (formerly Rajarhat) within the local limits of Jyangra Hatiara No. II Gram Panchayat and within the jurisdiction of Additional District Sub Registrar Rajarhat (formerly Additional District Sub Registrar Bidhannagar, Salt Lake City), District - North 24 Parganas.
9. Upon purchasing the aforesaid land measuring 09 (nine) Cuttah 05 (five) Chittack and 09 (nine) Sq.ft. the said Panchadev Construction Pvt. Ltd. duly mutated its name in the records of Block Land & Land Revenue Office Rajarhat, in respect of R.S. & L.R. Plot Dag No. 1020, during the course of L.R. Settlement Zarip, vide L.R. Khatian No. 1437 and since then was paying khajna thereof regularly as the recorded Rayat.

..... In respect





In respect of R.S & L.R Plot Dag No. 1016

Whereas :

10. One Smt. Chhabi Basak wife of Sushanta Kumar Basak, was the sole and absolute owner and thus seized and possessed of and/or otherwise well and sufficiently entitled all that piece and parcel of land admeasuring an area of 4.60 (four point six zero) decimal be the same a little more or less out of the total land of 40 (forty) decimal comprised in R.S & L.R Plot Dag No. 1016 in R.S Khatian No. 257 in L.R Khatian Nos. 1598 and 1599 in Mouza- Jatragachi, J.L No. 24, Re.Su. No. 195, Touzi No. 174/179, Police Station- New Town, (formerly Rajarhat) within the local limits of Jyangra Hatiara No. II, Gram Panchayat and within the jurisdiction of the then Additional District Sub Registrar Bidhannagar, Salt Lake City, District- 24 Parganas (North),
11. While seized, possessing and enjoying the aforesaid land by virtue of a Saf Kobala, dated the 5th day of August, 1996, the said Smt. Chhabi Basak the Vendor therein of the one part, had indefeasibly sold, conveyed, transferred, released and parted all that piece and parcel of the land admeasuring an area of 4.60 (four point six zero) decimal in favour of one Smt. Santibala Sarkar, wife of Late Naresh Sarkar of Baguipara, Police Station- Baguiati, Kolkata- 700 059 and Smt. Bindu Das @ Kabita Das wife of Sri Swapan Das of Baguipara, Police Station- Baguiati, Kolkata - 700 059, jointly the Purchasers therein of the other part, at a valuable consideration mentioned therein and the said Saf Kobala, was registered at Additional District Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. 1, Volume No. 68, Pages No. 345 to 354, being Deed No. 3008 for the year 1996.
12. After purchasing the aforesaid land admeasuring 4.60 (four point six zero) decimal the said Smt. Santibala Sarkar and Smt. Bindu Das @ Kabita Das duly mutated their respective

..... names in



names in the records of Block Land & Land Revenue Office, Rajarhat, during the course of L.R Settlement Zariip, vide L.R Khatian Nos. 1598 and 1599 and since then were paying Khajna thereof regularly as the recorded Rayats.

13. While seized possessing and enjoying the aforesaid land measuring 4.60 (four point six zero) decimal, by virtue of an Indenture of Conveyance, dated the 5th day of February, 2013, the said Smt. Santibala Sarkar and Smt. Bindu Das @ Kabita Das, jointly the Vendors therein of the first part, had indefeasibly sold, conveyed, transferred, released and parted all that piece and parcel of Sali land measuring 4.60 (four point six zero) decimal in R.S & L.R Plot Dag No. 1016 in R.S Khatian No. 257 corresponding to L.R Khatian Nos. 1598 and 1599 in Mouza - Jatragachi, J.L.No.24 to the said M/s. Panchdev Construction Pvt. Ltd. represented by one of its Director Sri. Panchdev Kumar Shaw the Purchaser therein of the other part, at a valuable consideration mentioned therein and the said Indenture of Conveyance was registered at Additional District Sub Registrar - Rajarhat and the same was copied in Book - I, CD Volume No. 2, Pages Nos. 11156 to 11176, being Deed No. 01315 for the year 2013.
14. One Bishnupada Mondal, since deceased, son of Late Adhar Mondal @ Adhar Chandra Mondal was seized and possessed of and /or otherwise well and sufficiently entitled all that piece and parcel of Sali land measuring 10 (ten) decimal out of 40 (forty) decimal in 2500 share comprised in R.S & L.R. Plot Dag No. 1016, in L.R Khatian No. 620 (L.R Khatian of Bishnupada Mondal), in Mouza - Jatragachi, J.L No. 24, Re.Su. No. 195, Touzi No.174/179, Police Station- New Town (formerly Rajarhat), within the local limits of Jyanga Hatiara No. II Gram Panchayat and within the jurisdiction of Additional District Sub Registrar Bidhannagar, Salt Lake City, District 24 Parganas (North).

..... 15. That the



15. That the said Bishnupada Mondal, died intestate, on 07.10.1998, leaving behind him surviving his five sons namely, Jatindra Nath Mondal, Sri Jiban Chandra Mondal, Sri Paresh Chandra Mondal, Sri Puratan Mondal and Debdas Mondal, since deceased, as his sole legal heirs and successors to succeed and inherit all the estates and properties left by the said Bishnupada Mondal since deceased, in accordance with the provisions of Hindu Succession Act, 1956 and Dayabhaga School of Hindu Law through which the said Bishnupada Mondal, since deceased, was governed during his life time.
16. While being in peaceful possession over the aforesaid property with the other co-sharers the said Debdas Mondal also died intestate on 28.02.2011 leaving behind him surviving his wife, two sons and three daughters as below named, as his sole legal heirs, heiresses and successors to succeed and inherit all that 1/5th share of land of 10 (ten) decimal i.e. 2 (two) decimal comprised in R.S & L.R Plot Dag No.1016 in L.R Khatian 620, in Mouza- Jatragachi, J.L No. 24 in undivided 1/5th share each:-
- i) Smt. Menoka Mondal, widow of Debdas Mondal,
  - ii) Sri. Pradip Mondal, son of Debdas Mondal,
  - iii) Sri. Nema Mondal, son of Debdas Mondal,
  - iv) Smt. Sikha Naskar, wife of Biswajit Naskar,
  - v) Smt Shila Mondal, wife of Sri Shyamal Mondal, and
  - vi) Smt. Sima Mondal, wife of Sri Simanto Mondal, all three being the married daughters of Late Debdas Mondal, all of Jatragachi, Post Office - Ghuni, Police Station - Rajarhat, District 24 Parganas (North), to succeed and inherit all the estates and properties left by the said Debdas Mondal, since deceased.
17. Thus by the operation of Hindu Succession Act, 1956 and Dayabhaga School of Hindu Law, the said Sri Jatindra Nath Mondal, Sri Jiban Chandra Mondal, Sri Paresh Chandra Mondal, Sri Puratan Mondal, Smt Menoka Mondal, Sri

..... Pradip



Pradip Mondal, Sri Nemai Mondal, Smt. Sikha Naskar, Smt. Shila Mondal and Smt. Sima Mondal, became the owners of all that land measuring 10 (ten) decimal out of 40 (forty) decimal comprised in R.S & L.R Plot Dag No. 1016, in L.R Khatian No. 620, in Mouza - Jatragachi, J.L No. 24, Re.Su. No. 195 Touzi Nos. 174/179, Police Station-New Town (formerly Rajarhat) within the local limits of Jyangra Hatiara No. II Gram Panchayat, District 24 Parganas (North).

18. That by virtue of a Deed of Conveyance, dated the 11th day of March, 2013, the said Jatindra Nath Mondal, Sri Jiban Chandra Mondal, Sri Paresh Chandra Mondal, Sri Puratan Mondal all sons of Late Bishnupada Mondal, Smt. Menoka Mondal wife of Late Debdas Mondal, Sri Pradip Mondal and Sri Nemai Mondal, both sons of Late Debdas Mondal, Smt. Sikha Naskar, Smt. Shila Mondal, Smt. Sima Mondal, all daughters of Late Debdas Mondal, collectively the Vendors therein of the first part, had indefeasibly sold, conveyed, transferred, released and parted all that piece and parcel of demarcated Sali Land measuring an area of 1 (one) Cuttah 3 (three) Chitack and 20 (twenty) Sq.ft. be the same a little more or less, out of 10 (ten) decimal, out of the total land of 40 (forty) decimal comprised in R.S & L.R Plot Dag No. 1016 in L.R Khatian No. 620, in Mouza - Jatragachi, J.L No. 24, Re.Su No. 195, Touzi No. 174/179, Police Station - New Town, (formerly Rajarhat) within the jurisdiction of the then Additional District Sub Registrar Bidhannagar, Salt Lake City, within the local limits of Jyangra Hatiara No. II Gram Panchayat, District 24 Parganas (North), to the said Panchdev Construction Pvt. Ltd., represented by one of its Director Sri Panchdev Kumar Shaw, the Purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered at Additional District Sub Registrar Rajarhat, copied in Book - I, CD Volume No. 5, Pages Nos. 12263 to 12288, being Deed No. 03551, for the year 2013.

..... 19. Thus by



19. Thus by virtue of the recital herein above stated the said Panchdev Construction Pvt. Ltd. was seized and possessed of and/or otherwise well and sufficiently entitled all that piece and parcel of Sali land measuring 7 (seven) decimal be the same a little more or less comprised in R.S & L.R Plot Dag No. 1016, in L.R Khatian No. 620, in Mouza - Jatragachi, J.L No. 24, Re. Su. No. 195, Touzi No. 174/179, Police Station - New Town (formerly Rajarhat), within the local limits of Jyangra Hatiara No. II. Gram Panchayat and within the jurisdiction of Additional District Sub Registrar (formerly Additional District Sub Registrar Bidhannagar, Salt Lake City), District 24 Parganas (North).
20. That upon purchasing the aforesaid land the said Panchdev Construction Pvt. Ltd. duly mutated its name in the records of B.L & L.R.O Rajarhat, during the course of L.R Settlement Zarip, vide L.R Khatian No. 1691 and since then was paying khajna thereof regularly as the recorded Rayat.
21. That the said Panchdev Construction Pvt. Ltd. duly converted the existing nature/classification of land of R.S & L.R Plot Dag No. 1016 from "Sali" to "Bastu" (Housing Complex) from the office of the Block Land and Land Reforms Officer, Rajarhat, North 24 Parganas, vide Conversion Case No. 361/BL/RAJ/14 dated 30.10.2014.

**In respect of R.S & L.R Plot Dag Nos. 1020 and 1016**

22. That by virtue of a Deed of Conveyance dated 28th day of March, 2017 the said M/s. Panchdev Construction Pvt. Ltd., represented by one of its Director, Sri Panchdev Kumar Shaw, son of Khiru Shaw, the Vendor therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that land ("Bastu" by classification), admeasuring an area of 23 (twenty three) decimal which is equivalent to 13.9394 (thirteen point nine three nine four) Cuttah alongwith asbestos shed structure erected thereon

..... measuring



measuring 900 (nine hundred) Sq.ft. comprised in C.S. Plot Dag No. 847, C.S. Khatian No. 223, R.S. & L.R. Dag Nos. 1020 and 1016, R.S. Khatian Nos. 69 and 257, L.R. Khatian Nos. 1437 and 1691, in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi No. 174/179, Police Station - New Town (formerly Rajarhat) within the local limits of Jyangra Hatiara No. II Gram Panchayat and within the jurisdiction of Additional District Sub Registrar Rajarhat (formerly Additional District Sub Registrar Bidhannagar, Salt Lake City), District - North 24 Parganas to (1) M/s. Simplex Properties & Trading Pvt. Ltd. represented by one of its Director, Mr. Dipak Kumar Agarwal, son of Sri Basudeo Prasad Agarwal and (2) Motiar Rahaman Mondal, son of Rahamatulla Mondal, jointly the Purchasers therein of the other part, (jointly the Land Owners herein), at a valuable consideration mentioned therein and the said Deed of Conveyance was registered at Additional District Sub Registrar Rajarhat, copied in Book No. - I, Volume No. 1523-2017, Pages Nos. 74622 to 74662, being Deed No. 152302499, for the year 2017, morefully and particularly dealt in under First Schedule hereinunder appearing.

23. That upon purchasing the aforesaid land the said (1) M/s. Simplex Properties & Trading Pvt. Ltd. and (2) Motiar Rahaman Mondal, duly mutated their respective names in the records of Block Land and Land Revenue Office Rajarhat, North 24 Parganas during the course of L.R. Settlement Zarip vide L.R. Khatian Nos. 2077 and 2078 respectively and since then are paying khajna thereof regularly as the recorded rayats.
24. That upon purchasing the aforesaid land the said (1) M/s. Simplex Properties & Trading Pvt. Ltd. and (2) Motiar Rahaman Mondal, also accorded their names in the records of Jyangra Hatiara No. II Gram Panchayat and the said Gram Panchayat duly assessed the said plot of land vide Assessment No. SL-444 and since then are paying panchayat taxes thereof regularly.

..... 25. That the



25. That the land owners herein are enjoying the said land peacefully, freely and absolutely without any interruptions from any corner whatsoever with absolute right to sell, convey and transfer the same to the intending/interested buyer/s as per their terms.
26. That the land owners herein were searching for a reputed developer who would construct multi storied building/s on the said plot of land after making sanction of a building plan and/or plans from the competent authority of Jyangra Hatiara No. II Gram Panchayat and after several meetings and sitting with the developer herein and after finalization of the terms of construction the land owners herein are desirous to depute the said Ambey Mata Projects LLP as the sole developer for development/construction of the said land with their incintric expertise in the field of real estate and the developer herein duly accepted all the terms and conditions of the land owners and the parties herein have duly agreed to enter into a formal Development Agreement and to avoid all future ambiguities, disputes and differences, the parties have decided to bind themselves by registering this Development Agreement before the Registrar of the jurisdiction.

### Article - III

#### **3. Basic Terms and Conditions :**

- 3.1. The First Party/Parties hereby agree to irrevocably contribute the entirety of the subject property and grant to the Second Party/Parties exclusive rights and authority to include the subject property in the project site and to develop the same in such manner as the Second Party/Parties may, in its absolute discretion, deem fit and proper and the First Party/Parties hereby further agree that the Second Party/Parties shall have the sole, exclusive and revocable rights authorities and entitlements of the Second Party/Parties and to own enjoy and/or transfer the Second Party/Parties's Allocation.

..... 3.2. In connection



- 3.2. In connection of the above and in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the First Party/Parties to be observed, fulfilled and complied with and in exchange for the entirety of the subject property, the Second Party/Parties has agreed to cause to be constructed and delivered the First Party's/Parties' Allocation to the First Party/Parties herein strictly as per the terms and conditions contained herein.
- 3.3. It is agreed by and between the parties hereto that the Second Party/Parties shall have complete domain and control over the subject property with full, free and unfettered rights and liberty to develop the same by way of construction as the Second Party/Parties may deem fit and proper.
- 3.4. That the party of second part/party shall have every right and entitlement to amalgamate any adjoining and/or adjacent land and to get such amalgamation approved and acted upon by the Jyangra Hatiara No. II Gram Panchayat being the competent authority.

#### Article - IV

#### **4. Obligations of the First Party/Parties :**

In connection with the subject property, the First Party/Parties herein shall be bound to comply and meet the following criterious and/or requirements.

- 4.1. Title being Marketable : The subject property and each part thereof is and shall be absolute free hold property with good, transferrable, bankable mortgageable and marketable title.
- 4.2. The Second Party/Parties herein shall be at liberty to publish any notices and/or advertisement for the purpose of authentication in the news papers respecting the legality

..... of the





of the subject property or any part thereof and if any objection and/or claim is/are lodged, it will be settled and/or cleared by the First Party/Parties at their costs expenses and responsibilities.

- 4.3. The subject property and each part thereof is and shall be free from all kinds of encumbrances, including but not limited to mortgages, charges, liens, lispendens, attachments, leases, tenancies, hypothecations and/or agreements of whatsoever and howsoever nature. Moreover, the properties are free from any debatters, trusts, wakf, acquisitions, requisitions, claims, vestings etc. The would be purchasers/end users who would purchase any units in the said proposed complex would get valid, marketable and bankable title.
- 4.4. Physical possession: The possession of the subject property will be delivered by the First Party/Parties herein to the Second Party/Parties in complete vacant and peaceful state within 15 (fifteen) days from the date hereof, on as it is where it is basis.
- 4.5. Custody of title deeds: The First Party/Parties has/have already delivered all original title deeds, Record of Rights (ROR) and/or chain deeds of the subject property to the Second Party/Parties herein on receipt of a valid acknowledgement of the same. All such title deeds and/or other title documents will be under the custody of the Developer herein till the completion of the project, which will be in due course handed over to the Association of the Transferees of the new buildings, as and when formed or as the developer deem fit and proper.

On the happening of transfer of First Party's/Parties' Allocation in terms of this agreement, the said Developer herein will allow the First Party/Parties herein or their legal representative for inspection of such documents upon receipt of written request in advance so that the inspection could be done in a professional manner.

..... 4.6. Use of



- 4.6. Use of title deeds : The Second Party/Parties herein shall be entitled from time to time and at all times to produce submit, deliver, give copies and extracts of and from the said original documents before the Government, semi Government and/or statutory bodies, local authorities, courts, tribunals, judicial and quasi judicial forums as and when required.
- 4.7. Mutation : The First Party/Parties herein have caused the mutation of the subject property and every part thereof in the name/s of the First Party/Parties in the records of Block Land & Land Revenue Office, Panchayat/ Municipality/ Corporation and/or other appropriate authorities and provide the evidences thereof in original to the Second Party/Parties herein within the agreed/ stipulated time.
- 4.8. Conversion : The First Party/Parties herein have also caused conversion of the nature of use of land and thus made the said entire land constructionable and produced and provide evidences thereof in original to the Second Party/Parties herein.
- 4.9. Corrections/Rectifications/Repair the defect in title, if any : It shall entirely be the responsibility and/or obligations of the First Party/Parties herein to repair the title if there is any defect and/or deficiency located at its costs and expenses within 90 (ninety) days from the date of signing of these presents without prejudice to the other consequences in respect thereof.
- 4.10. Clearances : It shall be the responsibility and/or obligation of the First Party herein to repair their title if any found to be rectified and/or modified, within first 3 (three) months from the date of execution of these presents.

..... **Article V :-**



**Article V :-**

**Rights and obligation of the Second Party/Parties herein :**

5. Amalgamation : That the Second Party/Parties herein shall be entitled to cause amalgamation of the subject property and every part thereof with any or other portion of the project site in such manner and to such extent as may be required by the Second Party/Parties for sanction of building plan/s from the competent authority and the First Party/Parties herein shall sign and execute all necessary Deeds and / or documents for such purpose.
- 5.1. Survey and Soil testing : The second party/parties herein shall at its costs and expenses carry out necessary survey and soil testing and other related preparatory works in respect of the subject property if and to the extent required.
- 5.2. Planing : The Second Party/Parties herein shall develop the complex at the project site by constructing one or more buildings and / or other constructed and/or open areas there at in phases to utilize maximum possible Floor Area Ratio, external elevation etc ... All decisions of the second party/parties including in the above regards as also on the following aspects shall be final and binding upon the First Party/Parties : -
- i) The Planing of the entire building complex as per available land for construction.
  - ii) The no. of residential units and non residential units in one or more new buildings.
  - iii) Identification and/or demarcation of the project in terms of portions and/or non residential units as per nomenclature mentioned in the sanctioned plan.
  - iv) To finalize the specification of construction, fittings, fixture and equipments to be installed at the project site.

..... v) To identify



- vi) To identify the areas of common facilities, amenities,
- vii) To identify parking areas, drive ways, walking ways, for the end users as well as the visitors.

- 5.3 Sketching of building plans : The Second Party/Parties herein shall at its costs and expenses from time to time cause to be prepared and sanctioned the plans for the construction of the project site. The Second Party/Parties may prepare single or multiple building plans in respect of development of the project site or any part/phase thereof for obtaining sanction on a phase wise manner .
- 5.4 Modifications and/or Alteration :- The Second Party/Parties shall be entitled from time to time to cause modifications and alterations to the bulding plans as per revised/changed scenario during the tenure of the project as the Second Party/Parties herein may deem fit and proper.
- 5.5 Signature and submission :- The First Party/Parties herein shall sign execute submit and deliver all applications, undertakings, declarations, affidavits, plans and/or other ancillary documents required to be signed for submission in connection with obtaining sanction and approvals required for carrying out any development of the subject property.
- 5.6 Approvals for development :- The Second Party/Parties shall in its own name or in the name of the First Party/Parties will apply for and obtain all permissions clearances no objection certificates and/or other approvals required for carrying out any developments at the subject property or any part thereof within the project site such as Fire Service authorities, Police authorities, Municipal/ Panchayat authorities, Pollution control authorities, aviation authorities and/or any other authorities as time to time required as per the size, constructed area and heights of the purported complex.

..... 5.7 Construction



- 5.7 Construction of boundary wall :- The Second Party/Parties shall be entitled to construct boundary walls and/or increase its height if required for the safety and security of the subject property and its long term security in view.
- 5.8 Construction of units :- The Second Party/Parties herein shall construct and build the said proposed project in phases in terms of residential and non residential units as per the provisions of the building plan duly to be sanctioned from the competent authority the ambit of which the project land is situated including the construction of elevation, beautification, path ways, walk ways, drive ways, installation of signages etc.
- 5.9 Utility connections :- That the Second Party/Parties herein shall be entitled to use the existing connections and/or apply for and to obtain temporary and/or permanent connections of water electricity power drainage sewerage and or other utilities and/or facilities plan to be provided within the said complex and for which to obtain all permissions from the State and/or the Central Government authorities for user of the same.
- 5.10. Tenure for completion of construction : Subject to the First Party/Parties not being in default in compliances of their obligations, the Second Party/Parties shall complete the said proposed complex within 36 (thirty six) months from the date of sanction of the building plan/s subject to a grace period of six months in respect thereof. Such time stipulation would be calculated from the date of handing over physical possession of the said land by the First Party/ies to the Second Party herein or the sanction of building plan, whichever is later.
- 5.11. Cost of Construction : Unless otherwise specifically mentioned herein, all costs and expenses for planning preparation and sanctioning of building plans along with construction of the said proposed complex will be borne

..... by the



by the Second Party / Parties herein and under no situation the First Party / Parties herein shall be a party / parties to such expenses.

- 5.12. Name - it has been agreed by the parties of these presents that the name of the proposed building complex will be '**Ambey Green**' forever.

#### **Article - VI**

##### **Procedure :**

6. First Party's / Parties' Allocation and demarcation

45% (forty five per cent) of all Net Revenue to be generated from the sale of various flats / units / apartments / commercial spaces and / or constructed spaces of the buildings to be constructed on the said land TOGETHER WITH the share in the same proportion in Car Parking Spaces (open, covered, and mechanical (if any)) AND TOGETHER WITH the undivided, proportionate, impartible part or share in the said land attributable thereto AND TOGETHER WITH the share in the same proportion in all common areas, facilities and amenities in the said proposed complex AND TOGETHER WITH all areas earmarked as excluded and reserved areas which are not for common users, morefully and particularly mentioned under Part-I of the Second Schedule hereinunder appearing.

That the term 'Net Revenue' shall mean and include, the sum of money received as Basic Unit Price (BUP) and Car Parking Charges.

- 6.1 Specification of Construction : That the Second Party / Parties herein shall complete the said proposed project strictly as per specification as will be decided by the developer.
- 6.2 Allotment of Units : It is expressly agreed and understood by and between the Party / Parties that as there will be no demarcation of units / flats / apartments / constructed spaces

..... between



between the land owners and the developer, the respective allocations are on the basis of revenue sharing, hence it would entirely be the discretion of the Developer herein to choose the flats/units/apartments to be offered for booking allotment/ sell.

6.3. Second Party's/Parties' Allocation : 55% (fifty five per cent) of all Net Revenue to be generated from the sale of various flats/units/apartments/commercial spaces and/or constructed spaces of the buildings to be constructed on the said land TOGETHER WITH the share in the same proportion in Car Parking Spaces (open, covered, and mechanical [if any]) AND TOGETHER WITH the undivided, proportionate, impartible part or share in the said land attributable thereto AND TOGETHER WITH the share in the same proportion in all common areas, facilities and amenities in the said complex AND TOGETHER WITH all areas earmarked as excluded and reserved areas which are not for common uses, morefully and particularly mentioned under Part-II of the Second schedule hereinunder appearing.

6.4. Common Portions :-

6.4.1. The First Party/Parties shall have the right to use such of the Common Portions as may be identified by the Second Party/Parties for the beneficial use and enjoyment of the First Party's/Parties's Allocation.

6.4.2. The Second Party/Parties shall provide for the availability of the common portion on a phasewise basis providing for :

- i) Passages and pathways for ingress and egress by the First Party/Parties in respect of the First Party/Parties' Allocation.
- ii) Electricity, drainage and sewerage and water connections.
- iii) Lifts and stair cases in the designated building (s).
- iv) Any other area, installation or facility that the Second Party/Parties may provide at its sole discretion.

..... 6.4.3. The



6.4.3. The Second Party/Parties shall be entitled :

- i) to erect install and/or operationalized the common portions in phases;
- ii) until completion of the development of the entire project site or until such earlier time as the Second Party/Parties may deem fit and proper, to allow or permit only provisional and/or partial use of any of the common portions ;
- iii) to change the location, dimension, capacity or any other physical or in built specifications of any common portions in phases and from time to time to erect, install and/or shift any portion into any new phase or other portions of the project site ;
- iv) to erect temporary or permanent boundary between the different phases and to remove the same as and when needed ;
- v) to effect temporary closer, shifting, relocations, change of capacity, dimension, physical or in built specification or any other addition or alteration to any of the common portion;
- vi) to implement all necessary safety measures for full proof safety of the staffs, labours, representatives, masons, care taker, supervisor and ground securities till the completion of the said complex and no lethargy on any one's part will be allowed.

6.4.4. The Second Party/Parties herein shall be free to impose reasonable restrictions and conditions for the use of the common portions.

6.4.5. The Second Party/Parties shall be free to alter the location of areas of the common portions within any phase and between different phases from time to time.

6.4.6. The Second Party/Parties shall be free to provide for separate entrances and other common portions for different groups of transferees.

..... 6.4.7. Signages :





- 6.4.7. Signages : Notwithstanding the other provisions hereof, it is expressly agreed that the Second Party/Parties shall have the sole and exclusive rights in respect of putting up or allowing to be put up signages, hoardings, banners etc.at the project site and/or the designated building and/or any other constructed and/or open spaces therein within the project site.
- 6.4.8. Standard Built up area : The Standard built up area in respect of all the units in the project shall be the built up area of the concerned unit together with such proportionate area of the common portions as be determined by the Second Party/Parties.
- 6.4.9. Delivery of units : The delivery of the units/flats/apartments by separate written notices by the Second Party/Parties offering the allottees to take possession thereof within 30 (thirty) days and unless possession of the same is taken by the allottees the Second Party/Parties shall be deemed to have delivered possession of the same upon expiry of such 30 (thirty) days from the date of issuance of such notice.
- 6.4.10. Before issuing notices to such allottees to take possession of the flats/units/possession the Second Party/Parties shall construct and complete the same with availability of temporary or permanent water, electricity and drainage connections and obtain completion certificate of the Architect in respect thereof.
- 6.4.11. Any such delivery of possession or deemed delivery of possession shall neither affect any outstanding liabilities or obligations of the First Party/Parties at the material time nor the rights and remedies of the Second Party/Parties in respect of such outstanding obligations and liabilities.
- 6.4.12. The First Party/Parties hereby acknowledge accept and confirm as follows :-
- i) that construction work and related activities shall continue to be carried on in the project site in respect

.....of the



of the same or remaining phases and the use of the allottees, if any in between shall be subject to the inconveniences caused thereby and also be subject to such additions and alternations in the infrastructure support, systems, pipelines, wires and cables etc. as be necessary :

- ii) all the common portions shall not be complete before the final completion of the entire development;
- iii) the elevation works and decoration and beautification works, relief and land layout works, permanent connection, relating to the common amenities may be part of the last phase of construction at the project site.

#### **Article VII**

##### **Commencement:**

7. That this agreement shall be deemed to have commenced on and with effect from 26<sup>th</sup> day of March Two Thousand Eighteen,

#### **Article VIII**

##### **Owners' Rights and Representations :**

- 8.1. **Possession :** The Owners are now absolutely seized and possessed of or otherwise well and sufficiently entitled the said premises and shall retain symbolical possession until the said building/s to be erected thereon the said land premises, and owners' allocation in the form of revenue sharing will be paid to the owners herein by the Developer, as will be time to time received as per amicable understanding between the Landowner and the Developer.
- 8.2. The Owners shall have the authority to execute or enter into Agreement for Sale and receive advance or earnest money from the intending purchaser or purchasers respecting the owners' allocation. The selling rate of the entire constructed area will be fixed by the Developer without any interference by the Landowners.

..... 8.3. The said



- 8.3. The said land premises is free from all sorts of encumbrances, attachments, lispendense, mortgages, liens and agreements of whatsoever and howsoever nature and the Owners herein have got valid and marketable title in all that the said land premises, being their right remain divided and partitioned.

#### **Article IX**

##### **Developer's Rights :**

- 9.1. The Developer shall have authority to deal with the property in terms of this agreement or negotiate with any person or persons or enter into any contract of agreement or borrow money or take any advance against their allocation or acquired right under these agreements moreover the Developer shall have every right to mortgage the said land to raise funds for the purpose of completion of the said proposed project and it shall entirely be the responsibility of the Developer herein to release such mortgage if any at its costs and expenses not hindering the interest of the Landowners under any circumstances.
- 9.2. The Owners hereby grant subject to what have been hereinunder provided, exclusive rights to the Developer to build upon the said premises in accordance with the plan to be sanctioned by the competent authority of Jyangra Hatiara No. II Gram Panchayat in the name of the Owners with or without any amendment and/or modification thereto made or caused to be made by the parties thereto.
- 9.3. All applications, plans and other papers and/or documents may be required by the Developer for the purpose of obtaining necessary sanction from the competent authority of Jyangra Hatiara No. II Gram Panchayat shall be prepared and submitted by the Developer on behalf of the Owners and the Owners shall sign all such plan application other papers and documents as and when necessary and all such costs and expenses will be borne by the Developer.

..... 9.4. That the



- 9.4. That the Developer herein shall carry the work of demolition if any, at its own costs and expenses in a most skillful manner and shall remain fully liable for all its acts, deeds and things of whatsoever and howsoever nature and also error in judgement on that account. It is needless to mention that the scrap after demolition will be the property of the Developer, if any.
- 9.5. The selling rate of the flats/units/apartments, commercial spaces and car parking spaces-open, covered and mechanical will be fixed by the Developer without any prior permission or consultation with the Landowners. The Profit and Loss earned from the project will be entirely received or borne by the Developer and the Landowners in their respective revenue sharing ratios.
- 9.6. Booking from intending Purchaser will be taken by the Developer and the agreement with the intending Purchasers will be signed in their own names and also on behalf of the Landowners as Power of Attorney holder.
- 9.7. The Developer is empowered to collect consideration money from the sale of flats/units/apartments from the intending Purchasers and issue money receipts in their own names.
- 9.8. On completion of the said proposed building and/or buildings within the project site, when the flats/units/apartments will be ready for giving possession to the intending Purchasers the possession letters of the intending purchasers will be signed by the Developer. The Deed of Conveyance will be signed, if necessary by the Developer on behalf of and as representatives and Power of Attorney holder of the Owners and also will sign the Deed of Conveyance/s as Confirming Party. Simultaneously with the execution of these presents, the Owners herein by virtue of a Development Power of Attorney (being a separate instrument) have appointed, constituted and nominated the Developer, as their true and lawful attorney

..... to act



to act on their behalf conferring specific power to them as they can enter into Agreement for Sale as well as can execute Deed of Conveyance in respect of flats/units/apartments within the project site.

- 9.9. All construction costs and expenses will be borne by the Developer, no liability on account of construction costs and expenses will be charged from the Landowners.
- 9.10. That the Developer will sell Car Parking Space and/or spaces to the end-users, at the price the Developer shall deem fit and proper.

#### **Article X**

##### **Consideration :**

- 10.1. The Developer has agreed to build the said proposed building at its own costs and expenses and the Owners shall not be required to contribute any sums towards the construction of the said proposed building and or development of the said land.
- 10.2. In consideration of the Owners having agreed to grant exclusive right of developing the said premises.
- 10.3. Apart from the aforesaid consideration the Developer has agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purpose of development of the said premises and such consideration for all practical purposes will be deemed to be apparent consideration which are as follows :-
- a) revenue allocation of the Owners.
  - b) costs, charges and expenses incurred for construction erection and completion of the said proposed new building/s within the project site.

..... c) costs, charges



- c) costs, charges and expenses on account of causing the plan or map prepared for the purpose of obtaining sanction by the competent authority of Jyangra Hatiara No. II Gram Panchayat on or after its necessary alterations and/or modifications.
  - d) costs, charges and expenses incurred for installation of sewerage, drainage and other connections.
  - e) fees payable to architects and the engineers as also fees payable to the Jyangra Hatiara No. II Gram Panchayat for the purpose of obtaining necessary permission or sanction for sewerage, drainage and water connection.
  - f) legal expenses incurred and paid for this development arrangement and all other expenses and charges for the purpose of development of the said premises including the fees payable to Subir Kumar Seal & Associates, Advocates, as duly appointed to look after the legal aspect of the said proposed project.
  - g) costs of supervision of construction of the said premises.
  - h) electric connection and expenses to be incurred therefor.
- 10.4. The Owners have agreed to grant exclusive right for developing the said premises in terms of these presents, and the Developer has agreed and undertaken to build the said building at its own costs and expenses and the Owners shall not be required to contribute any sum towards construction of the said building and/or development of the said land.

..... **Article XI**



## Article XI

### **Building :**

- 11.1. The Developer shall at the Developer's own costs construct, erect and complete the said proposed building at the said premises in accordance with such materials and with such specification as will be determined time to time and as may be recommended by the Architect from time to time.
- 11.2. The Developer shall install and erect in the said building at the Developer's own costs and expenses standard New Pump Set, Tube Wells, Water Storage Tank, Overhead Reservoir, Lift, Electrical Wirings, Fittings and Installations and other facilities as are required to be provided in a residential building having self contained apartments and constructed for sale of flats and car parking spaces herein on ownership basis and as mutually agreed.
- 11.3. Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided which are not inferior to the standard as mentioned in the Municipal Building Laws.
- 11.4. The Developer shall at its own costs and expenses and without creating any financial or other liability to the Owners, construct and complete the said proposed building/s and various units and/or apartments, commercial spaces and car parking spaces therein in accordance with the sanctioned building plan to be sanctioned by the competent authority of Jyangra Hatara No. II Gram Panchayat.
- 11.5. All costs, charges and expenses including Architect's fees shall be discharged and paid by the Developer and the Landowners will have no responsibility in this context to the Architect.

..... **Article XI**



## Article XII

### **Revenue Sharing :**

12. First Party's/Parties' Allocation : 45 % (forty five per cent) of all Net Revenue to be generated from the sale of various flats/units/apartments/commercial spaces and/or constructed spaces of the buildings to be constructed on the said land TOGETHER WITH the share in the same proportion in Car Parking Spaces (open, covered, and mechanical (if any)) AND TOGETHER WITH the undivided, proportionate, impartible part or share in the said land attributable thereto AND TOGETHER WITH the share in the same proportion in all common areas, facilities and amenities in the said complex AND TOGETHER WITH all areas earmarked as excluded and reserved areas which are not for common uses, morefully and particularly mentioned under Part-1 of the second schedule hereinunder appearing.

That the term 'Net Revenue' shall mean and include, the sum of money receivable as Basic Unit Price (BUP) and Car Parking Charges.

- 12.1. Specification of Construction : That the Second Party/ Parties herein shall complete the said proposed project as per specification as agreed and/or time to time determined by and between the parties subject to the alterations/modifications as may be suggested and/or approved by the appointed Architect and such suggestions of the Architect will be binding on the parties.
- 12.2. Allotment of Units : It is expressly agreed and understood by and between the Party/Parties that allotment of units will be made by the Developer by virtue of issue of personalised allotment letters to every allottees as per the terms of the Developer.

..... 12.3. Second





- 12.3. Second Party's/Parties' Allocation : 55% (fifty five per cent) of all Net Revenue to be generated from the sale of various flats/units/apartments/commercial spaces and/or constructed spaces of the buildings to be constructed on the said land TOGETHER WITH the share in the same proportion in Car Parking Spaces (open, covered, and mechanical (if any)) AND TOGETHER WITH the undivided, proportionate, impartible part or share in the said land attributable thereto AND TOGETHER WITH the share in the same proportion in all common areas, facilities and amenities in the said complex AND TOGETHER WITH all areas earmarked as excluded and reserved areas which are not for common uses alongwith 100% of extras and deposits such as RAC charges, DG connection charges, transformer charges, etc. morefully and particularly mentioned under Part-II of the Second schedule herein under appearing.
- 12.4. On completion of the proposed building/s the Landowners agree to sign, execute and register at the cost of the Developer of intending buyer all such agreement, documents, instruments and writings as may be necessary and expedient for the purpose of transfer or Sale Deed of the said Building, in the form of flats/units/apartments, commercial spaces, car parking spaces together with undivided, proportionate and impartible share of land at the costs and expenses of the allottees/end users.

### **Article XIII**

#### **Common Facilities :**

- 13.1. The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due and from the date of signing of this Agreement but the Landowners herein will be liable to pay all outgoings and claims of whatsoever and howsoever nature before the execution of this Agreement.
- 13.2. As soon as the building will be completed, the Developer shall give written notice to the allottees/end users requesting the allottees/end users to receive possession

..... of the



of the respective flat/unit/apartment in the said proposed building/s. Then after 30 (thirty) days from the date of serving of such notice and at all times thereafter the allottees/end users shall be exclusively responsible for payment of all Municipal and property taxes rates duties dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable, the said rates to be apportioned prorata with reference to the saleable space in the building/s, if any, are levied on the complex as a whole.

- 13.3. Any transfer of any part of the constructed spaces in the new building/s shall be subject to the other provisions hereof and the respective transferee shall have to be responsible in respect of the space transferred, to pay the said rates and service charges for the common facilities as it is done in case of registered apartment owner under Apartment Ownership Act.
- 13.4. Should any one fails to pay any amount payable in respect of the said rates and service charges for the common facilities within 15 (fifteen) days of demand in this behalf, the occupier/allottee of that portion shall be liable to pay interest in the amount outstanding if it not otherwise disputed at the rate of 18% (eighteen per cent) p.a. from the last due date of payment upon payment in full.
- 13.5. The Owners shall not do any unlawful act deed or thing whereby the Developer shall be prevented from construction and completion of the said building/s as per approved plan.
- 13.6. All the allottees/end users shall enjoy their respective allocations/portions in the said proposed building/s under their occupation forever with absolute right of alienation transfer, gift etc and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances, and the allottees/end users will start paying their proportionate maintenance charges regularly from the date of accepting or taking the possession from the Developer.

..... Article XIV



#### Article XIV

##### **Common Restriction :**

14. That all the allottees/endusers/occupiers shall be subject to the same restrictions and use as is applicable in the said proposed building/s intended for common benefits of all occupiers of the building which shall include the followings :-
- 14.1. No party shall use or permit to be used of their respective allocations in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the said proposed building/s.
- 14.2. No party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf, subject to hampering super structure of the said proposed project.
- 14.3. No party shall transfer or permit to transfer of their respective allocations or any portion thereof unless :-
- a) such party shall have observed and performed all terms and conditions on their respective part to be observed and/or performed.
  - b) the proposed transferee shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- 14.4. Both the Landowners and the Developer shall be abide by all laws, bye-laws, rules and regulations of the Government, statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, bye-laws, rules and regulations.

..... 14.5. The respective



- 14.5. The respective allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from and against the consequence of any breach.
- 14.6. No party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.
- 14.7. No goods or other items shall be kept by either party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.
- 14.8. No party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the project site or in the compounds corridors or any other portion or portions of the building.
- 14.9. Either of the parties shall permit other's agents with or without workmen and others at all reasonable times to enter into and upon the each's allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains gas and water pipes and electrical wires and for any similar purpose/s.

..... **Article XV**



**Article XV**

**Owners' Obligation :**

- 15.1. The Owners doth hereby agree and covenant with the Developer not to cause any interference or hindrance in the lawful construction of the said proposed building at the said premises by the Developer. If any unlawful interference or hindrance or impediment to such construction is done, the Owners will be liable for damages.
- 15.2. The Owners doth hereby covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling assigning and/or disposing of any of the portion/s in the building at the said premises in favour of the intending buyers of flats/apartments in the said building. The Owners further give undertaking for and on behalf of their agents servants, representatives for similar act at their own liability and responsibility.
- 15.3. The Owners doth hereby agree and covenant with the Developer not to let out, grant, lease, mortgage and/or charge or part with possession of the said premises or any portion thereof without the consent in writing of the Developer on and from the date of execution of this agreement.
- 15.4. The Landowners herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction of the said building. It is recorded herein that the completion period of the said proposed building shall be only 36 (thirty six) months on and from the date of sanctioning of proposed building plan/s.
- If the Developer fails to complete the said proposed building within the said 36 (thirty six) months thereof in that event the Owners herein may allow 6 (six) months more to complete the said proposed building subject to Force Majeure written hereunder.
- 15.5. No part of the said properties and/or premises is subject to any order of acquisition or requisition nor any notice of acquisition or requisition has been served upon the Landowners.

..... 15.6. The said



- 15.6. The said properties and/or premises have not been subject to any notice of attachment under Public Demand Recovery Act or for payment of Income Tax and Municipal dues or any statutory dues whatsoever or howsoever.
- 15.7. The Landowners herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the Title Deeds of the said premises/lands or any portion thereof at any time during the subsistence of this agreement.
- 15.8. The said properties and/or premises does not being to any public wakf or any private wakf and/or mosque, under any Trust, private or public or any endowment.
- 15.9. That immediately after signing this agreement other than the Owners' share provided herein under Part-I of the Second Schedule no claim and/or demand either by the agents or by the nominee/nominees would be entertained by the Developer under whatever circumstances. If such thing happens, it would be settled and adjusted out of the said Owners' share.
- 15.10. That the Landowners will be physically present to allow the Developer or its men and agents for the purpose of survey of land, testing of soil, sanction of building plan, installation of electric meter, sewerage connection, water connection at the cost of the Developer and the Landowners herein will give their consent by signing the required papers and documents for its effectivity.
- 15.11. That immediately after the sanctioning of the said building plan for the said proposed building/s and handing over of peaceful vacant and khas possession of the said land by the Landowners to the Developer and the Developer will undertake to arrange for the purpose of demolition of the existing structure, if any, at its own costs and expenses. It shall be the responsibility of the Developer herein to forward soil testing report, sanctioned plan in photocopy to the Landowners herein, after the same got sanctioned.

..... 15.12. That before



- 15.12. That before the execution of this agreement, if the Landowners herein have entered into any Agreement for Sale and/or Development Agreement with any intending Purchasers/ Developer respectively, it will solely be the responsibility and obligation for the Landowners herein to execute proper Revocation Agreement with the said parties at their own costs and expenses.
- 15.13. That the said proposed building and/or buildings which will be constructed by the Developer herein, the roof of such building will be for common user of the Landowners as well as of the would be flat Owners in an undemarcated way.
- 15.14. That after the execution of this Agreement, if it is found that the Developer fails to fulfil the terms of the Agreement or violates any law of the land which will be detrimental to the progress of the Project the Landowners may cancel this Agreement and institute suit or proceeding and thereafter enter into a fresh Agreement with the Third Party and the Landowners will be entitled to claim for damages and/or compensation. Hence the Developer will be liable to pay such amount together with interest at the rate of 12% (twelve per cent) per annum being the liquidated damages for the same.
- 15.15. That after the execution of this agreement if at a particular stage the Landowners herein want to back out or cancel this agreement or do any act or proceedings which will be detrimental for the smooth running of the said project, the Developer under such circumstances will be truly responsible to claim and get back the refund of the entire cost involved, damage, demurrage and/or compensation till the proceedings. Then the Landowners herein will be liable to pay such amount together with interest at the rate of 12% (twelve per cent) per annum being the liquidated damage for the same.
- 15.16. That the Developer herein shall have every right to sell and/or transfer to any third party the Parking Space on the ground floor without any objection and/or interference of the Landowners herein.

..... 15.17. That



- 15.17. That on or before the date of signing this agreement the Landowners herein would keep all original papers and/or documents in respect of their title of the aforesaid property under the custody of the Developer on valid receipts, and the same shall be handed over by the Developer to the proposed association of Flat Owners on behalf of the Landowners at the time of handing over maintenance management to the said association of flat owners at Ambey Green.

#### **Article XVI**

##### **Developer's Obligation :**

- 16.1. The said proposed building should be completed within the stipulated period of 36 (thirty six) months from the date of sanction of the proposed building plan. In exceptional and unavoidable circumstances further 6 (six) months time will be granted with due consultation of both the parties. Any delay on this score will be charged on Developer's A/c.
- 16.2. The Developer shall have no right to transfer and/or no right to assign the benefits of this Agreement or any portion thereof without the consent in writing of the Landowners herein.
- 16.3. The Developer doth hereby agrees and covenants with the Landowners not to violate or contravens any of the provisions of rules applicable for construction of the said building/s.
- 16.4. It shall be the obligation and/or responsibility of the Developer herein to forward photocopy of Soil Test Report, Structural Plan and Building Plan to the land Owners as and when the same will be obtained by the Developer.
- 16.5. That for any defective construction and bad workmanship, the Owners shall not be held responsible.
- 16.6. If the Developer takes advance money or booking money from the intending purchaser of the flats and/or parking space etc. and subsequent thereto without completing the building, flies away, the whole liabilities and responsibilities in refunding the money and/or other punishment be borne by the Developer or in absence, of their heirs, successors, legal representatives and assigns.

..... **Article XVII**





**Article XVII**

**Owners' Indemnity :**

- 17.1. The Landowners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances on the part of the Landowners provided the Developer performs and fulfils all the terms and conditions herein contained and/or in its part to be observed and performed.

**Article XVIII**

**Developer's Indemnity :**

- 18.1. The Developer hereby undertakes to keep the Landowners indemnified against all third party claims and actions arising out of any sort of act or omissions or commission of the Developer in relation to the making of construction of the said building.

**Article XIX**

**Miscellaneous :**

- 19.1. The Landowners and the Developer have entered into this agreement purely as a contract on the basis of Joint Venture Agreement and under any circumstances this shall not be treated as partnership and/or association of persons in between the Landowners and the Developer.
- 19.2. Immediately after possession of the said land premises, being handed over by the Landowners to the Developer, the Developer shall be entitled to start construction of the said building on the said premises in accordance with the sanctioned building plan to be sanctioned by the competent authority of Jyangra Hatiara No. II Gram Panchayat after the technical vetting of North 24 Parganas Zilla Parishad.

..... 19.3. Any notice



- 19.3. Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Landowners if delivered by hand or served on the Landowners and duly acknowledged or sent by prepaid registered post with acknowledgement due and shall like wise be deemed to have been served on the Developer by the Landowners if delivered by hand or sent by prepaid registered post to the registered office of the Developer.
- 19.4. The Developer and the Landowners shall mutually frame scheme for the management and administration of the said proposed building and/or common parts thereof. The Landowners hereby agree to abide by all the rules and regulations to be framed by any society/association/holding/organisation and/or any other organisation who will be incharge of such management of the affairs of the building and/or common parts thereof and hereby give their consent to abide by such rules and regulations. It is made clear the Owners of the respective flat shall maintain the said building after the same being handed over to the prospective buyers by the Developer.
- 19.5. As and from the date of completion of the said buildings the all the allottees/end users/occupiers who would be taking possession in the said proposed project, shall each be liable to pay and bear proportionate charges on account of ground rent and wealth taxes and other taxes payable in respect of their respective allotted spaces and pay their proportionate maintenance charges for such allotted spaces.
- 19.6. The building/s proposed to be constructed by the Developer shall be made in accordance with the specifications as the developer shall deem fit and proper considering time to time suggestions as will be forwarded by the Architect.

..... **Article XX**



### Article XX

#### **Force Majeure :**

- 20.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations presented by the existence of the "Force Majeure" and shall be suspended from the obligation during the duration of the "Force Majeure".

Force Majeure :- Any failure or omission by either party to perform its obligation shall not be deemed to be a breach of the Agreement, if the same is caused by reasons or circumstances constituting Force Majeure which shall include but not be limited to acts of God, acts of any Government or any agency thereof, fire, war, riots, civil commotion, strikes, lock-outs, embargoes, disasters or any other cause beyond the control of the party affected.

- 20.2. "Force Majeure" shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act or commission beyond the control of the parties hereto.

### Article XXI

#### **Penal Clause :**

- 21.1. It is made clear that, in the event the Developer fails and/or neglects to start the construction work even after execution of these presents and handing over of the project site free from all encumbrances from the Landowners to start the construction work at the said premises as per the terms of this agreement, and for this reason if the completion date is delayed, in that case the Developer shall pay at the rate of Rs. 50,000/- (Rupees fifty thousand) only per month to each of the Owners and days to be calculated from the stipulated date of completion till the actual date of completion.

..... 21.2. It is also



- 21.2. It is also made clear that in the event the Developer is prevented from proceeding with the construction work during the continuance of such construction if prevented from starting the construction by any act on the part of the Landowners and/or agents, or any person claiming any right under the Landowners, then and in that case the Developer shall have the right to rescind and/or cancel the agreement as also to claim refund of all sums paid by the Developer to the Landowners in the mean time alongwith the amount, if any, spent on account of the construction work of the building together with interest at the rate of 12% (twelve per cent) per annum and shall also be entitled to claim damages and losses which the Developer may suffer or might have been suffered by the Developer's right to sue for specific performance of contract shall remain unaffected.
- 21.3. Save and except what has been specifically stated hereunder all disputes and differences between the parties arising out of "the meaning, construction or import of this agreement of their respective rights and liabilities" as per this agreement shall be adjudicated by reference to arbitration of two independent arbitrators, one to be appointed by each party, who shall jointly appoint an umpire at the commencement to the reference and the award of the Arbitrators of the umpire in such eventuality shall be final and conclusive on the subject in between the parties and this clause shall be deemed to be a submission within the meaning of the Arbitration Act, 1996 ( Act XIV of 1940 ) at its statutory modifications and/or re-enactments thereof in force from time to time.
- 21.4. Notwithstanding the Arbitration clause as referred to hereinabove, the right to sue for specific performance of the contract by any party against the other as per the terms of this agreement shall remain unaffected.

..... **The First**



**The First Schedule above referred to :**

**(Description of the land offered for development)**

All that pieces and parcels of Bastu land hereditaments admeasuring an area of 23 (twenty three) decimal alongwith asbestos shed structure erected thereon measuring 900 (nine hundred) Sq.ft. in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi No. 174/179, Police Station - New Town (formerly Rajarhat) within the local limits of Jyangra Hatiara No. II Gram Panchayat, locally known as Jatragachi, Purbapara and within the jurisdiction of Additional District Sub Registrar Rajarhat (previously under Additional District Sub Registrar Bidhannagar Salt Lake City), District - North 24 Parganas together with all rights of easements, under the following dag and khatian Nos. :-

Sl. Nos.	C.S. Dag No.	C.S. Khatian No.	R.S. & L.R. Dag Nos.	L.R. Khatian Nos.	Shares	Area (in decimals)
1.	847	223	1020	2077	3662	08
2.	--	--	1016	2077	0734	04
3.	--	--	1020	2078	3661	08
4.	--	--	1016	2078	0735	03
<b>Total-</b>						<b>23</b>

butted and bounded as follows :-

**On the North by** : Partly R.S & L.R Dag No. 1015 and partly R.S. & L.R. Dag No.1016.

**On the South by** : Partly R.S & L.R Dag No. 1020 and partly Panchayat Road.

**On the East by** : 12' (twelve feet) wide Kutchha Road.

**On the West by** : R.S & L.R Dag No. 1016.

shown in the annexed site plan verged in border Red and the said site plan shall be treated as part and parcel of these presents.

**The Second**



**The Second Schedule above referred to :**

**Part - I**

***(Land Owners' Share/Revenue Sharing)***

Landowners' Share - shall mean and include 45% (forty five per cent) of all Net Revenue to be generated from the sale of various flats/units/apartments, commercial spaces and/or constructed spaces of the buildings to be constructed on the said land TOGETHER WITH the share in the same proportion in car parking spaces (open, covered, and mechanical (if any)) AND TOGETHER WITH the undivided, proportionate, impartible part or share in the said land attributable thereto AND TOGETHER WITH the share in the same proportion in all common areas, facilities and amenities in the said complex AND TOGETHER WITH all areas earmarked as excluded and reserved areas which are not for common uses.

Net Revenue - shall mean and include the sum of money receivable as Basic Unit Price (BUP) and Car Parking Charges.

**Part - II**

***(Developer's Share/Revenue Sharing)***

Developer's Share - shall mean and include 55% (fifty five per cent) of all Net Revenue to be generated from the sale of various flats/units/apartments and/or constructed spaces of the buildings to be constructed on the said land TOGETHER WITH the share in the same proportion in car parking spaces (open, covered, and mechanical (if any)) AND TOGETHER WITH the undivided, proportionate, impartible part or share in the said land attributable thereto AND TOGETHER WITH the share in the same proportion in all common areas, facilities and amenities in the said complex AND TOGETHER WITH all areas earmarked as excluded and reserved areas which are not for common uses.

Net Revenue - shall mean and include the sum of money receivable as Basic Unit Price (BUP) and Car Parking Charges.

..... **In Witness**



**In Witness Whereof** the Party/parties hereunto set and subscribed their respective hands and seals the day, month and year first above written.

Signed Sealed and Delivered  
by the above named **Land Owners**  
& **Developer** at Kolkata in the  
presence of :

1. *Subir Kumar Seal & Associates*

1. SIMPLEX PROPERTIES & TRADING PVT. LTD.  
*[Signature]*  
Director

2. *Chetan Sharma*  
Bally Mouval - 70201  
B&T Road

2. *Mohini Karamon Mohanti*

**Signature of the Land Owners**

DIPAK KUMAR AGARWAL  
PARTNER  
AMBREY MATA PROJECTS LLP

*[Signature]*

**Signature of the Developer**

This **Development Agreement** is  
drafted and prepared at our office :

*Subir Kumar Seal & Associates*

**For Subir Kumar Seal & Associates**

Advocates

High Court Calcutta

Enrolment No. W.B.-F 588/487-'94

P-106, Bangur Avenue, Block-C,

Ground Floor, Police Station - Lake Town,  
Kolkata - 700 055.

Phone : 033-2574-1768.

033-2574-3790.

Mobile : 91-98312-76735.

91-98304-76735.

E-mail - seal.associates@gmail.com

SITE PLAN MOUZA - JATRAGACHI, R.S. DAG No.-1016,1020;  
 L.R. KHATIAN NO.-1437&1691 ;TOUZI NO.-174/179, J.L.No. - 24,  
 DIST.-24 PGS.(N.) UNDER JYANGRA HATIARA-2 GRAM PANCHAYET  
 POLICE STATION-NEW TOWN, KOLKATA

NAME OF OWNER:-PANCHDEV CONSTRUCTION PVT. LTD.



DAG NO.-1016-7 DEC.  
 DAG NO.-1020-16 DEC.  
 AREA OF LAND IN TOTAL =23 DEC.



COMPLEX PROPERTIES & TRADING PVT. LTD.

*[Signature]*  
 Director

**SITE PLAN**  
 SCALE: 1:200

DIPAK KUMAR AGARWAL  
 PARTNER  
 AMBEY MATA PROJECTS LLP  
*[Signature]*





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(LEFT HAND FINGER IMPRESSIONS)				
THUMB	FORE	MIDDLE	RING	LITTLE
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 SIGNATURE OF THE EXECUTANT/S



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 SIGNATURE OF THE EXECUTANT/S

स्थायी खाता संख्या / PERMANENT ACCOUNT NUMBER  
**AADCS8600C**

कर्ता का नाम  
**SIMPLEX PROPERTIES & TRADING PRIVATE LIMITED**

प्रविष्टि करने की तिथि / DATE OF INCORPORATION/FORMATION  
**24-12-1981**

  
 आयकर अधिकारी, काठमाडौं  
 COMMISSIONER OF INCOMETAX, KTM - 1

इस कार्ड के को / लिए जाने पर कृपया जारी करें  
 जारी अधिकारी को सुविधा / तब तक कर दें  
 धारा 7, आयकर अधिनियम, 1961  
 सहायक आयकर अधिकारी,  
 काठमाडौं - 700 003  
 In case this card is lost found kindly inform return to  
 the issuing authority:  
 Assistant Commissioner of Income Tax,  
 P.O.,  
 Chovar/Blue Square,  
 Kathmandu-200 003.

SIMPLEX PROPERTIES & TRADING PVT. LTD.

  
 Director

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

RAJ KUMAR AGARWAL

DHOTE LAL AGARWAL

12/06/1958

Permanent Account Number

ACKPA000318

*[Signature]*



*[Handwritten signature]*

आयकर विभाग, दिल्ली  
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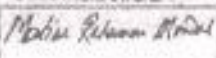
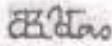
9262 1763 1297

*h. m.*


 भारतीय विधिक न्याय आयोग  
 WEST BENGAL STATE INFORMATION COMMISSION  
 Address  
 S/O. Chhoti Lal Agarwal,  
 green wood sonata,  
 13/14A tower-3, near DDI  
 centre-2, Hatik, West 24  
 Parganas,  
 West Bengal - 700137  
 9262 1763 1297

*h. m.*

19

स्थायी खाते संख्या / PERMANENT ACCOUNT NUMBER <b>AELPM1151K</b>		
	नाम / NAME <b>MOTIAR RAHAMAN MONDAL</b>	
	पिता का नाम / FATHER'S NAME <b>RAHAMATULLA MONDAL</b>	
	जन्म तिथि / DATE OF BIRTH <b>15-02-1957</b>	
स्थायी हस्ताक्षर 		 आयुक्त, व.स. 11 COMMISSIONER OF INCOME-TAX, W.S. - 11

*Motiur Rahman Mondal*

इस कार्ड के लिये / या इस कार्ड का प्रयोग करी करने  
 वाले अधिकारी को सूचित / ध्यान देना है  
 कि प्रेषण अधिकारी (व्यक्ति एवं तकनीकी),  
 पी-7,  
 चैम्पलिंग स्क्वार्स,  
 काशी - 700 059.

In case this card is involved, kindly inform them to  
 the issuing authority :  
 Joint Commissioner of Income-tax (Systems & Technical),  
 P-7,  
 Chawlingore Square,



ভারত সরকার  
Government of India



মহিলা মন্ত্রী  
Minister for Women  
শ্রী: রহমতুল্লাহ মন্ডল  
Name: RAHMTULLA MONDAL  
কর্তৃত্ব: OOB 15001987  
পেশা: Male



3890 3063 0444

স্বাক্ষর - সাধারণ মানুষের অধিকার

*Moham Rahmatullah Mondal*

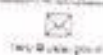


ভারতের দলিত স্বাক্ষর প্রমাণকরণ  
Unique Identification Authority of India

ঠিকানা:  
কলকাতা, রাজশাহী পল্লী, গোপালপুর,  
রাজশাহী, উত্তর ২৪ পরগণা,  
রাজশাহী পল্লী, পশ্চিমবঙ্গ,  
700136

Address  
DASHADIGNE, RAJSHAHI  
GOPALPUR, Rajshahi, North 24  
Parganas, West Bengal,  
700136

3890 3063 0444



आयकर विभाग  
INDIAN ATTORNEY  
AMEL - MATA PROJECTS LLP

भारत सरकार  
GOVT. OF INDIA

27/03/2018

ABCFAR198B

DIPAK KUMAR AGARWAL  
PARTNER  
AMEL - MATA PROJECTS LLP





ADIPA4263G

MR. NAME

DIPAK KUMAR AGARWAL

MR. MR. MATHURAS NAME

BASUDEO PRASAD AGARWAL

MR. MR. DATE OF BIRTH

14-04-1976

DIPAK KUMAR AGARWAL

*Handwritten signature*

MR. MR. 14-04-1976

COMMISSIONER OF ACCIDENTAL INJURY

यदि कोई भी व्यक्ति इस दस्तावेज़ को  
अधिकृत अधिकारी/अधिकारी से  
अधिकृत रूप में प्राप्त करता है,  
तो वह  
अधिकृत रूप से  
अधिकृत रूप से

It is hereby certified that the above information is  
the finding authority:  
Joint Commissioner of Income Tax (Systems & Technology),  
1st  
Copyright Notice,  
Copyright 2018.

*Handwritten signature*

*Handwritten signature*





*Dudek*

  
 भारतीय निर्वाचन आयोग  
 भारत सरकार  
 ELECTION COMMISSION OF INDIA  
 IDENTITY CARD  
 XOY1559129



निर्वाचक का नाम : सुभाष शाही  
 Elector's Name : Subhas Chatterjee  
 पिता का नाम : राम शाही  
 Father's Name : Ram Chand Chatterjee  
 लिंग/प्राकार : पुरुष  
 Sex : M  
 जन्म तिथि : 01/11/1992  
 Date of Birth :

XOY1559129

27/1, BASAK BAGAN EAST, SOUTH  
 DUM DUM LAKE TOWN, NORTH 24  
 PARGANAS, 700048

Address:  
 27/1, BASAK BAGAN EAST, SOUTH  
 DUM DUM LAKE TOWN, NORTH 24  
 PARGANAS, 700048



Date: 15/10/2011

Facsimile Signature of the Electoral  
 Registration Officer for  
 116-Bichanmajar Constituency

This card is for use only for the purpose of identification and  
 it is not to be used for any other purpose. It is to be used  
 only for the purpose of identification and it is not to be  
 used for any other purpose.

In case of change in address mention the Card No.  
 of the previous form by enclosing your name in  
 the full or the changed address and in return the  
 card with same number.

*Subhas Chatterjee*

Govt. of West Bengal  
 Directorate of Registration & Stamp Revenue  
 e-Challan

GRN: 19-201718-020464177-1  
 GRN Date: 24/03/2018 16:50:58  
 BRN: 293925712

Payment Mode: Online Payment  
 Bank: AXIS Bank  
 BRN Date: 24/03/2018 16:52:30

**DEPOSITOR'S DETAILS**

Id No. : 15231000080957/4/2018  
(Query No./Query Year)

Name : SUBIR KUMAR SEAL  
 Contact No. : Mobile No. : +91 9330476735  
 E-mail :  
 Address : P106 BANGUR AVENUE BLOCK 3 KOLKATA 700055  
 Applicant Name : Mr SUBIR KUMAR SEAL  
 Office Name :  
 Office Address :  
 Status of Depositor : Advocate  
 Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
 Payment No. 1

**PAYMENT DETAILS**

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [ ₹ ]
1	15231000080957/4/2018	Property Registration- Stamp duty	5000-03-102-001-02	9000
2	15231000080957/4/2018	Property Registration- Registration Fees	5000-03-104-001-16	21
<b>Total</b>				<b>9041</b>

In Words: Rupees Nine Thousand Fourty One only

SIMPLEX PROPERTIES & TRADING PVT. LTD.

*[Signature]*  
 Director

*[Signature]*  
 DIPAK KUMAR AGARWAL  
 PARTNER  
 ANCHOR SAAS PROPERTIES LTD

*[Signature]*



### Major Information of the Deed

Deed No :	I-1523-03789/2018	Date of Registration	27/03/2018
Query No / Year	1523-1000080957/2018	Office where deed is registered	
Query Date	15/03/2018 6:02:25 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	SUBIR KUMAR SEAL P - 106, BANGUR AVENUE BLOCK B, Thana : Lake Town, District : North 24-Parganas, WEST BENGAL, PIN - 700055, Mobile No. : 9831276735, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 99,30,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks			

#### Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Jalragachhi

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1020	LR-2077	Bastu	Bastu	8 Dec		33,60,000/-	Width of Approach Road: 12 Ft.,
L2	LR-1016	LR-2077	Bastu	Shali	4 Dec		16,80,000/-	Width of Approach Road: 12 Ft.,
L3	LR-1020	LR-2078	Bastu	Bastu	8 Dec		33,60,000/-	Width of Approach Road: 12 Ft.,
L4	LR-1016	LR-2078	Bastu	Shali	3 Dec		12,60,000/-	Width of Approach Road: 12 Ft.,
		<b>TOTAL :</b>			23Dec	0/-	96,60,000/-	
		<b>Grand Total :</b>			23Dec	0/-	96,60,000/-	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L3	900 Sq Ft.	0/-	2,70,000/-	Structure Type: Structure
	Gr. Floor, Area of floor : 900 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete				
	<b>Total :</b>	900 sq ft	0/-	2,70,000/-	

#### Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature
1	<b>SIMPLEX PROPERTIES &amp; TRADING PVT LTD</b> EDEN HOUSE, 15 GANGADHAR BABU LANE, 3RD FLOOR, P.O - BOWBAZAR, P.S - Bowbazar, Kolkata, District - Kolkata, West Bengal, India, PIN - 700012, PAN No.: AADCS8600C, Status : Organization, Executed by: Representative, Executed by: Representative

Major Information of the Deed :- I-1523-03789/2018-27/03/2018

2 **MOTIAR RAHAMAN MONDAL**

Son of RAHAMATULLA MONDAL AMBEY VISTA, BANGALAKSHMI ABASAN, DASHODRON, Flat No: 4C, 4TH FLOOR, P.O:- R GOPALPUR, P.S:- Baguiati, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700136 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: AELPM1151K, Status Individual, Executed by: Self, Date of Execution: 26/03/2018  
. Admitted by: Self, Date of Admission: 26/03/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 26/03/2018  
, Admitted by: Self, Date of Admission: 26/03/2018 ,Place : Pvt. Residence

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>AMBEY MATA PROJECTS LLP</b> PSIXL, UNIT NO 305, 3RD FL., BISWABANGA SARANI, P.O:- RAJARHAT GOPALPUR, P.S:- Baguiati, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700136 , PAN No.:: ABCFA8195P, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>RAJ KUMAR AGARWAL</b> Son of Late CHHOTELAL AGARWAL GREENWOOD SONATA, PENT HOUSE A, HIG-III, AA-IID, Flat No: 13 AND 14, P.O:- HATIARA, P.S:- New Town, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACKPA0021B Status : Representative, Representative of : SIMPLEX PROPERTIES & TRADING PVT LTD (as Director)
2	<b>DIPAK KUMAR AGARWAL (Presentant )</b> Son of BASUDEO PRASAD AGARWAL , 54, BANGUR AVENUE, Block/Sector: B, P.O:- BANGUR AVENUE, P.S:- Lake Town, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700055, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADIPA4263G Status : Representative, Representative of : AMBEY MATA PROJECTS LLP (as PARTNER)

**Identifier Details :**

Name & address	
SUBHAS CHATTERJEE Son of SHYAM CHAND CHATTERJEE 27/1, BASAK BAGAN PATIPUKUR, P.O:- SREEBHUMI, P.S:- Lake Town, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700048, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of MOTIAR RAHAMAN MONDAL, RAJ KUMAR AGARWAL, DIPAK KUMAR AGARWAL	

Major Information of the Deed :- I-1523-03789/2018-27/03/2018

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	SIMPLEX PROPERTIES & TRADING PVT LTD	AMBEY MATA PROJECTS LLP-8 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	SIMPLEX PROPERTIES & TRADING PVT LTD	AMBEY MATA PROJECTS LLP-4 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	MOTIAR RAHAMAN MONDAL	AMBEY MATA PROJECTS LLP-8 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	MOTIAR RAHAMAN MONDAL	AMBEY MATA PROJECTS LLP-3 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	SIMPLEX PROPERTIES & TRADING PVT LTD	AMBEY MATA PROJECTS LLP-450.00000000 Sq Ft
2	MOTIAR RAHAMAN MONDAL	AMBEY MATA PROJECTS LLP-450.00000000 Sq Ft

## Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Jatragachhi

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 1020(Corresponding RS Plot No:- 1020), LR Khatian No:- 2077	Owner:মেসার্স সিমপ্লেক্স প্রপারটিস এন্ড ট্রেডিং প্রাঃ লিঃ, Gurdian:পঙ্কে ডাইরেক্টর, Address:ইডেন হাউস, 15 গঙ্গাধর বাবু লেন, 3ড' স্টোর, রুম নং-306, পোঃ-বৌবাজার কেলকাতা:-12, Classification:বাং, Area:0.08000000 Acre.
L2	LR Plot No:- 1016(Corresponding RS Plot No:- 1016), LR Khatian No:- 2077	Owner:মেসার্স সিমপ্লেক্স প্রপারটিস এন্ড ট্রেডিং প্রাঃ লিঃ, Gurdian:পঙ্কে ডাইরেক্টর, Address:ইডেন হাউস, 15 গঙ্গাধর বাবু লেন, 3ড' স্টোর, রুম নং-306, পোঃ-বৌবাজার কেলকাতা:-12, Classification:শালি, Area:0.04000000 Acre.
L3	LR Plot No:- 1020(Corresponding RS Plot No:- 1020), LR Khatian No:- 2078	Owner:মতিয়ার রহমান মওল, Gurdian:রহমতুল্লা মওল, Address:দশদ্রোণ, পোঃ-রাজারহাট-গোপালপুর, কোলকাতা:-136, Classification:বাং, Area:0.08000000 Acre.
L4	LR Plot No:- 1016(Corresponding RS Plot No:- 1016), LR Khatian No:- 2078	Owner:মতিয়ার রহমান মওল, Gurdian:রহমতুল্লা মওল, Address:দশদ্রোণ, পোঃ-রাজারহাট-গোপালপুর, কোলকাতা:-136, Classification:শালি, Area:0.03000000 Acre.

Major Information of the Deed :- I-1523-03789/2018-27/03/2018

Endorsement For Deed Number : I - 152303789 / 2018

On 15-03-2018

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 89,30,000/-



Debasish Dhar  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
North 24-Parganas, West Bengal

On 26-03-2018

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

Presented for registration at 21:25 hrs on 26-03-2018, at the Private residence by DIPAK KUMAR AGARWAL .

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

Execution is admitted on 26/03/2018 by MOTIAR RAHAMAN MONDAL, Son of RAHAMATULLA MONDAL, AMBEY VISTA, BANGALAKSHMI ABASAN, DASHODRON, Flat No: 4C, 4TH FLOOR, P.O: R GOPALPUR, Thana: Baguiati, City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Muslim, by Profession Business

Identified by SUBHAS CHATTERJEE, . . Son of SHYAM CHAND CHATTERJEE, 27/1, BASAK BAGAN PATIPIKUR, P.O: SREEBHUMI, Thana: Lake Town, . City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by profession Business

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

Execution is admitted on 26-03-2018 by RAJ KUMAR AGARWAL, Director, SIMPLEX PROPERTIES & TRADING PVT LTD, EDEN HOUSE, 15 GANGADHAR BABU LANE, 3RD FLOOR, P.O- BOWBAZAR, P.S- Bowbazar, Kolkata, District- Kolkata, West Bengal, India, PIN - 700012

Identified by SUBHAS CHATTERJEE, . . Son of SHYAM CHAND CHATTERJEE, 27/1, BASAK BAGAN PATIPIKUR, P.O: SREEBHUMI, Thana: Lake Town, . City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by profession Business

Execution is admitted on 26-03-2018 by DIPAK KUMAR AGARWAL, PARTNER, AMBEY MATA PROJECTS LLP, PSIXL, UNIT NO 305, 3RD FL., BISWABANGA SARANI, P.O- RAJARHAT GOPALPUR, P.S- Baguiati, Kolkata, District- North 24-Parganas, West Bengal, India, PIN - 700136

Identified by SUBHAS CHATTERJEE, . . Son of SHYAM CHAND CHATTERJEE, 27/1, BASAK BAGAN PATIPIKUR, P.O: SREEBHUMI, Thana: Lake Town, . City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by profession Business



Debasish Dhar  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
North 24-Parganas, West Bengal

On 27-03-2018

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.

Major information of the Deed :- I-1523-03789/2018-27/03/2018



#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- ( E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 24/03/2018 4:52PM with Govt. Ref. No: 192017180204641771 on 24-03-2018, Amount Rs: 21/-, Bank:  
AXIS Bank ( UTIB0000005), Ref. No. 293925712 on 24-03-2018, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 1,000/-,  
by online = Rs 9,020/-

Description of Stamp

1. Stamp Type: Impressed, Serial no 3925, Amount: Rs.1,000/-, Date of Purchase: 22/03/2018, Vendor name: MITA  
DUTTA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 24/03/2018 4:52PM with Govt. Ref. No: 192017180204641771 on 24-03-2018, Amount Rs: 9,020/-, Bank:  
AXIS Bank ( UTIB0000005), Ref. No. 293925712 on 24-03-2018, Head of Account 0030-02-103-003-02



Debasish Dhar  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
North 24-Parganas, West Bengal

Major Information of the Deed - I-1523-03789/2018-27/03/2018

10/04/2018 Query No: 15231000080957 / 2018 Deed No I - 152303789 / 2018, Document is digitally signed

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2018, Page from 137929 to 138002  
being No 152303789 for the year 2018.



Digitally signed by SUMIT KUMAR  
SINHA  
Date: 2018.04.10 17:18:57 +05:30  
Reason: Digital Signing of Deed.



(Sumit Kumar Sinha) 10-04-2018 5:18:38 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
West Bengal.

Compared & Checked By

(This document is digitally signed.)

Certified to be a True copy

A.D. Sub. Registrar  
26.4.18