

**SALE AGREEMENT**

**THIS SALE AGREEMENT** is executed at Kolkata on this \_\_\_\_ day of \_\_\_\_\_, 2023

**BETWEEN**

SIDDHA SPHERE LLP

*An. Bhatia*

~~Designated Partner~~ / Authorised Signatory

1. **Mormukut Griha Nirman Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAICM1450D**].
2. **Mormukut Infrastructure Private Limited** , a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAICM1453A**].
3. **Mormukut Promoters Private Limited** , a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAICM1459L**].
4. **Alobha Enclave Private Limited** , a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani Building, 3rd Floor, Room No.310, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AALCA0639F** ] .
5. **Maryland Enclave Private Limited** , a company governed by the provisions of the Companies Act, 2013, having its registered office at 28, B.T. Road, Post Office Cossipore, Police Station Cossipore, Kolkata 700002, West Bengal [ **PAN AAICM2503M**].
6. **Unnati Sales Private Limited** , a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani Building, 1st Floor, Room No. 103, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAACU8339B** ] .
7. **Digvijay Tieup Private Limited** , a company governed by the provisions of the Companies Act, 2013, having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No. 3, Post Office Bowbazar, Police Station Bowbazar, Kolkata 700012, West Bengal [ **PAN AACCD4053D**].
8. **Gopalpriya Promoters Private Limited** , a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAECG6791M**].
9. **Banke Bihari Infradev Private Limited** , a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAFCB1611C**].
10. **Bhalchandra Housing Private Limited** , a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAFCB3312G**].
11. **Moneyfold Enclave Private Limited** , a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAICM3889N**].

**12. Mormukut Enclave Private Limited** , a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAICM1458M**].

**13. Entice Projects OPC Private Limited** , a company governed by the provisions of the Companies Act, 2013, having its registered office at 8A, Kolupukur Road, 1st Floor, C/O Ajay Kumar Seksaria, RGM 4, Flat No. 1G, Post Office Hatiara, Police Station Baguihati, Kolkata 700157, West Bengal [ **PAN AADCE7155L**].

**14. Aksharvani Commercial Private Limited** , a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAMCA3133H**].

**15. Snowball Impex Private Limited** , a company governed by the provisions of the Companies Act, 2013, having its registered office at 545/1, G. T. ROAD (South), Shyam Market, 1st Floor, Shop No. 30 & 31, Post Office Howrah, Police Station Howrah, Howrah 711101, West Bengal [ **PAN AAQCS6470F**].

**16. Hazel Nirman Private Limited** , a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani Building, 1st Floor, Room No. 103, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AACCH7817D**].

**17. Scarlet Nirman Private Limited** , a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAQCS6067G**].

**18. Gardenia Impex Private Limited** , a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 3rd Floor, Room No. 309, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAECG4708J**].

**19. Cosmos Mansions Private Limited** , a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 3rd Floor, Room No. 309, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAEC6924A**].

**20. Laburnum Vinimay Private Limited** , a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AACCL2711L**].

**21. Gilliflower Developers Private Limited** , a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach

Road, 1st Floor, Room No. 111, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AAECG7391R].

22. **Acanthus Estates Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 111, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ PAN AALCA6142R].

23. **Amanat Traders Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 18A, Mayfair Road, Flat No. 3A/1, Post Office Ballygunge, Police Station Ballygunge, District South 24 Parganas, Kolkata 700019, West Bengal [PAN AAGCA4233L].

24. **Bhairavkripa Impex Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 1, R. N. Mukherjee Road, Martin Burn House, Room No. 407, 4th Floor, Post Office R. N. Mukherjee Road, Police Station Hare Street, Kolkata 700001, West Bengal [ PAN AAFCB5151R].

25. **Gyaneshwar Promoters Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ PAN AAECG6505D].

26. **Jograj Complex Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ PAN AADCJ0133H].

27. **Jograj Enclave Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ PAN AADCJ0134A].

28. **Jograj Projects Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ PAN AADCJ0136C].

29. **Khatuwala Griha Nirman Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ PAN AAECK7024K].

30. **Mackenzie Barter Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani Building, 3rd Floor, Room No.310, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ PAN AAICM3813C].

31. **Magnitude Realestate Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ PAN AAICM7914N].

32. **Raspberry Enclave Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani Building, 3rd Floor, Room No.310, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAGCR2270N**].
33. **Ricardia Vincom Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No. 3, Post Office Bowbazar, Police Station Bowbazar, Kolkata 700012, West Bengal [ **PAN AAGCR3671K**].
34. **Tangerime Villa Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAECT5996K**].
35. **Tiffany Barter Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani Building, 1st Floor, Room No. 101, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAECT5018L**].
36. **Wisecrack Marketing Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 1, R. N. Mukherjee Road, Martin Burn House, Room No. 407, 4th Floor, Post Office R. N. Mukherjee Road, Police Station Hare Street, Kolkata 700001, West Bengal [ **PAN AABCW3927G**].
37. **Siddha Real Estate Development Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 99A, Park Street, 7th Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAJCS6830L**].
38. **Aadharseela Dealers Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 101, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAJCA1846L**].
39. **Aadharseela Tie Up Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 101, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAJCA1847M**].
40. **Aadharseela Tower Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAJCA1844J**].
41. **Actpro Properties Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at Martin Burn House, 1, R. N. Mukherjee Road Room No.407, 4th Floor, Kolkata Kolkata WB 700001, West Bengal [ **PAN AALCA6785E**].

42. **Acyumen Complex Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [**PAN AALCA2835P**] .

43. **Acyumen Housing Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [**PAN AALCA2831K**] .

44. **Adimurti Enclave Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 545/1, G. T. ROAD (South), Shyam Market, 1st Floor, Shop No. 30 & 31, Post Office Howrah, Police Station Howrah, Howrah 711101, West Bengal [ **PAN AAKCA9963F**].

45. **Adishakti Promoters Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 35A, Ballygunge Park, Post Office Ballygunge, Police Station Ballygunge, District South 24 Parganas, Kolkata 700019, West Bengal [**PAN AAICA7983P**] .

46. **Advika Promoters Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [**PAN AAKCA1936G**] .

47. **Agapetes Tradecom Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani Building, 1st Floor, Room No. 101, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAKCA5450H**].

48. **Amal Agrawala**, son of Bijay Kumar Agarwala, by faith Hindu, by nationality Indian, by occupation Service, residing at Tirumani, Flat 8B, 35A Ballygunge, Park, Circus Avenue, Kolkata 700019, Post Office Ballygunge, Police Station Ballygunge, District Kolkata, West Bengal [**PAN BEZPA6449D**] through its Constituted Attorney, **Siddha Sphere LLP**, a limited liability partnership incorporated under the Limited Partnership Act, 2008, having its registered office at 6<sup>th</sup> Floor, 99A, Park Street, Siddha Park, Kolkata-700016, Police Station Park Street (**PAN ACBFS0997D** ) represented by its authorized signatory **Sanjay Kumar Bothra**, son of Kishan Lall Bothra, by faith Hindu, by nationality Indian, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal ( **PAN AEFPB3025B**).

49. **Amal Builders Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [**PAN AAKCS0692H**] .

50. **Amal Infraventures Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [**PAN AAKCA1938J**] .

51. **Amaltas Realtors Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAKCA1626M**].

52. **Anumati Estates Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAKCA9960G**].

53. **Apricot Barter Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No. 3, Post Office Bowbazar, Police Station Bowbazar, Kolkata 700012, West Bengal [ **PAN AAJCA2596H**].

54. **Aroha Tradelink Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at BE-61, 1st Floor, Salt Lake, Sector-1, Post Office Bidhan Nagar, Police Station Bidhan Nagar, District North 24 Parganas, Kolkata 700064, West Bengal [ **PAN AANCA0793L** ].

55. **Artview Distributors Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 1, R. N. Mukherjee Road, Martin Burn House, Room No. 407, 4th Floor, Post Office R. N. Mukherjee Road, Police Station Hare Street, Kolkata 700001, West Bengal [ **PAN AALCA6786H**].

56. **Avacado Mercantile Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AALCA5338F**].

57. **Average Buildcon Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 1st Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAMCA6796J** ].

58. **Average Developers Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 1st Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAMCA6797K** ].

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59. **Awesome Promoters Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 35A, Ballygunge Park, Post Office Ballygunge, Police Station Ballygunge, District South 24 Parganas, Kolkata 700019, West Bengal [ **PAN AAICA7984L** ].

60. **Badiberi Marketing Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post

Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAFCB0559B].

61. **Badiberi Trading Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAFCB0667R].

62. **Baladeva Awasan Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 3rd Floor, Room No. 309, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ PAN AAFCB2051E].

63. **Balin Promoters Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAFCB2462H].

64. **Banke Bihari Constructions Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ PAN AAFCB1663A].

65. **Banke Bihari Griha Nirman Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ PAN AAFCB1662B].

66. **Banke Bihari Housing Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ PAN AAFCB1659J].

67. **Barberry Commotrade Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No. 2, Post Office Bowbazar, Police Station Bowbazar, Kolkata 700012, West Bengal [PAN AAECB4505E].

68. **Baviscon Infracon Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAFCB3455J].

69. **Benibara Vanijya Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 78, Bentinck Street, 2nd Floor, Room No. 5B, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [ PAN AAFCB4547B].

70. **Bonneville Niwas Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach



Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAFCB4504L**].

71. **Booster Realestate Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAFCB3456M**]

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72. **Boronia Commosale Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 3rd Floor, Room No. 309, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAFCB0023L**].

73. **Brightman Developer Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAHCB6435A**].

74. **Brim Tie Up Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAECB6600Q**].

75. **Brim Vinimay Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAECB6601R**].

76. **Brisk Sales Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAECB6603P**].

77. **Broad Vinimay Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAECB6461H**].

78. **Buglosse Nirman Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAFCB0022M**].

79. **Calycanthus Nirman Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 545/1, G. T. ROAD (South), Shyam Market, 1st Floor, Shop No. 30 & 31, Post Office Howrah, Police Station Howrah, District Howrah, PIN 711101, West Bengal [ **PAN AAFCC5137Q**].

80. **Camellia Barter Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani Building, 3rd Floor, Room No.310, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAECB3072H**].

81. **Camerton Developers Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at BE-61, 1st Floor, Salt Lake, Sector-1, Post Office Bidhan Nagar, Police Station Bidhan Nagar, District North 24 Parganas, Kolkata 700064, West Bengal [ **PAN AAFCC6663B**].

82. **Camerton Highrise Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at BE-61, 1st Floor, Salt Lake, Sector-1, Post Office Bidhan Nagar, Police Station Bidhan Nagar, District North 24 Parganas, Kolkata 700064, West Bengal [ **PAN AAFCC6903N**].

83. **Camomile Tie Up Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAECC3073G**].

84. **Candycane Properties Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAFCC5141G**].

85. **Candytuft Enclave Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 545/1, G. T. ROAD (South), Shyam Market, 1st Floor, Shop No. 30 & 31, Post Office Howrah, Police Station Howrah, District Howrah, PIN 711101, West Bengal [ **PAN AAFCC5136R**].

86. **Casuarina Nirman Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 545/1, G. T. ROAD (South), Shyam Market, 1st Floor, Shop No. 30 & 31, Post Office Howrah, Police Station Howrah, Howrah 711101, West Bengal [ **PAN AAFCC2998D**].

87. **Cattexa Realcom Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119 & 120, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAECC8293N**].

88. **Champagne Enclave Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAFCC2229R**].

89. **Clematis Dealcom Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAECC7606F**].

90. **Copenhagen Dealers Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach

Road, 1st Floor, Room No. 119 & 120, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAFCC0048N** ] .

91. **Cornsliek Enclave Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119 & 120, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAFCC5142F** ] .

92. **Crossway Promoters Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAECC6255E** ] .

93. **Delphinium Projects Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Room No. 13, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAECD1075B** ] .

94. **Dristi Infradevelopers Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [ **PAN AAECD2583N** ] .

95. **Edelweiss Tie Up Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani Building, 3rd Floor, Room No.310, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AACCE6364N** ] .

96. **Eyebright Heights Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AADCE5629B** ] .

97. **Freesia Ventures Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AABCF8877A** ] .

98. **Fujimum Enclave Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani Building, 1st Floor, Room No. 101, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AABCF8878R** ] .

99. **Galloway Vyapaar Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAFCG1524K** ] .

100. **Gladiolus Vinimay Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani Building, 1st Floor, Room No. 103, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAECG1522A**].

101. **Goldenrod Vinimay Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No. 3, Post Office Bowbazar, Police Station Bowbazar, Kolkata 700012, West Bengal [ **PAN AAECG1521D**].

102. **Goldensight Property Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Room No. 3, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAFCG2368D**].

103. **Gomprena Properties Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Room No. 13, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAECG5508L**].

104. **Gopalpriya Housing Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAECG6506A**].

105. **Gopalpriya Infracon Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAECG6503F**].

106. **Gopalpriya Infrastructure Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAECG6501H**].

107. **Greedom Vyapaar Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 1, R. N. Mukherjee Road, Martin Burn House, Room No. 407, 4th Floor, Post Office R. N. Mukherjee Road, Police Station Hare Street, Kolkata 700001, West Bengal [ **PAN AAFCG2107E**].

108. **Growfast Promoters Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 1st Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAFCG6335G**].

109. **Gyaneshwar Housing Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAECG6502E**].

110. **Gyaneshwar Nirman Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECG6504C] .

111. **Gyaneshwari Infratech Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [ PAN AAECG7337H].

112. **Hibiscus Barter Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ PAN AACCH8735L].

113. **Honeysuckle Construction Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani Building, 1st Floor, Room No. 103, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ PAN AADCH3177M] .

114. **Hosta Barter Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [PAN AACCH8738H] .

115. **Jadevine Niwas Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Room No. 13, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ PAN AADCJ0769M].

116. **Jograj Housing Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AADCJ0137D] .

117. **Jograj Infracon Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AADCJ0135B] .

118. **Kamlapati Housing Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAECK7017N] .

119. **Kamlapati Promoters Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ PAN AAECK7335D].

120. **Khatuwala Buildcon Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAECK7021N**].

121. **Khatuwala Housing Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAECK7137M**].

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122. **Khatuwala Infracon Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAECK7020P**].

123. **Khatuwala Infrastructure Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAECK7019C**].

124. **Khatuwala Nirman Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAECK7018D**].

125. **Khatuwala Realcon Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAECK7023Q**].

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126. **Madhurashi Infra Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [ **PAN AAICN3833G**].

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127. **Magnitude Constructions Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAICM7913M**].

128. **Magnitude Developers Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAICM7917R**].

129. **Magnitude Nirman Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAICM7915P**].

130. **Magnitude Tower Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAICM7920Q**].

131. **Mahabala Infrastructure Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [ **PAN AAHCM9531A**].

132. **Mahatru Infra Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [ **PAN AAICM2546G**].

133. **Mangalnayak Business Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAJCM0204E**].

134. **Maxtor Hirise Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAICM6642D**].

135. **Megabyte Infracon Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAICM7926J**].

136. **Megabyte Realestate Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAICM7916Q**].

137. **Mini Realtors Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [ **PAN AAHCM7173J**].

138. **Moneyfold Builders Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAICM3891L**].

139. **Moneyfold Complex Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAICM3890M**].

140. **Moneyfold Housing Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAICM3888P**].

141. **Moredadi Merchants Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [ **PAN AAICM1465E**].

142. **Mormukut Housing Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM1455G] .

143. **Mormukut Infracon Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM1447N] .

144. **Mormukut Nirman Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM1454H] .

145. **Mormukut Projects Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM1457E] .

146. **Mormukut Real Estate Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ PAN AAICM1452B].

147. **Mormukut Realtech Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAICM1451C] .

148. **Multifold Vinimay Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAHCM3569J] .

149. **Ownstyle Sales Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 1, R. N. Mukherjee Road, Martin Burn House, Room No. 407, 4th Floor, Post Office R. N. Mukherjee Road, Police Station Hare Street, Kolkata 700001, West Bengal [ PAN AABCO8479M] .

150. **Pacify Complex Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAHCP3689E] .

151. **Pacify Developers Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAHCP3690D] .

152. **Pacify Enclave Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAHCP3410D] .



153. **Pacify Hirise Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAHCP3393B**].

154. **Pacify Housing Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAHCP3392A**].

155. **Pacify Infracon Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAHCP3405E**].

156. **Pacify Nirman Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAHCP4730A**].

157. **Pacify Properties Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAHCP3414H**].

158. **Pacify Realcon Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAHCP3391D**].

159. **Pacify Tower Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAHCP3419L**].

160. **Pansy Mercantile Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 53/4, P.N. Middy Road, Post Office Belgharia, Police Station Belgharia, District North 24 Parganas, Kolkata 700056, West Bengal [ **PAN AAGCP5056Q**].

161. **Paramount Trexim Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 101, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAFCP8481Q**].

162. **Parsley Barter Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Room No. 3, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAFCP8916J**].

163. **Patkai Awas Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No. 3, Post Office Bowbazar, Police Station Bowbazar, Kolkata 700012, West Bengal [ **PAN AAHCP0955D**].

164. **Periwinkle Promoters Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAGCP4038A** ] .

165. **Polemonium Vanijya Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 78, Bentinck Street, 2nd Floor, Room No. 5B, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [ **PAN AAGCP6387E**].

166. **Poppy Tradelink Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 3rd Floor, Room No. 309, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAGCP8205K**].

167. **Popstar Infrastructure Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAGCP3129E**].

168. **Popstar Realestate Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAGCP9932P**].

169. **Power Point Buildcon Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 101, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAFCP8476M**].

170. **Power Point Dealers Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 101, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAFCP8480R**].

171. **Power Point Reality Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 101, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAFCP8479E**].

172. **Power Point Tie Up Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 101, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAFCP8475J**].

173. **Power Point Tracom Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 101, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAFCP8478F**].

174. **Pradyumna Housing Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAGCP5195G** ] .

175. **Pradyumna Promoters Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAGCP5194H**].

176. **Pradyumna Realtors Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAGCP5193A**].

177. **Premio Traders Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 1, R. N. Mukherjee Road, Martin Burn House, Room No. 407, 4th Floor, Post Office R. N. Mukherjee Road, Police Station Hare Street, Kolkata 700001, West Bengal [ **PAN AAHCP1998C**].

178. **Prunella Tradecom Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 53/4, P.N. Middy Road, Post Office Belgharia, Police Station Belgharia, District North 24 Parganas, Kolkata 700056, West Bengal [ **PAN AAGCP6386F**].

179. **Recoup Tie Up Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAFCR4145R**].

180. **Relay Enclave Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAGCR5692E**].

181. **Reward Enclave Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAGCR2464L**].

182. **Riya Projects Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, 1st Floor, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAECR8645R**].

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183. **Rosebud Commodeal Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 545/1, G. T. ROAD (South), Shyam Market, 1st Floor, Shop No. 30 & 31, Post Office Howrah, Police Station Howrah, Howrah 711101, West Bengal [ **PAN AAFCR5573F**].

184. **Round Heights Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAGCR5694C**].

185. **Rover Complex Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAGCR2463P**].

186. **Rukmani Dealers Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAFCR6030F] .

187. **Samridhipurn Nirman Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No. 3, Post Office Bowbazar, Police Station Bowbazar, Kolkata 700012, West Bengal [PAN AATCS2445M] .

188. **Shaktidhar Complex Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ PAN AASCS5677E].

189. **Shaktidhar Enclave Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ PAN AASCS5678M].

190. **Shivalik Infradevelopers Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 18A, Mayfair Road, Post Office Ballygunge, Police Station Ballygunge, District South 24 Parganas, Kolkata 700019, West Bengal [PAN AAOCS7367P] .

191. **Siddha Projects Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 99A, Park Street, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ PAN AAHCS2687R].

192. **Siddhidata Tie Up Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAQCS5772A] .

193. **Siddhidata Tracom Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAQCS5775H] .

194. **Smita Tradecom Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [PAN AAQCS7377F] .

195. **Snehsil Housing Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 1st Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [PAN AAUCS6266M]

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196. **Snehsil Promoters Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAUCS6262R** ] .

197. **Someshwara Complex Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AASCS5452R**].

198. **Someshwara Enclave Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AASCS5453Q**].

199. **Someshwara Hirise Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AASCS5451N** ] .

200. **Someshwara Promoters Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AASCS5676F**].

201. **Sophie Enclave Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 53/4, P.N. Middy Road, Post Office Belgharia, Police Station Belgharia, District North 24 Parganas, Kolkata 700056, West Bengal [ **PAN AASCS9702L** ] .

202. **Steadfast Properties Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAVCS1523N** ] .

203. **Sun View Infracon Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 101, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAPCS3385Q** ] .

204. **Surjalmata Developers Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [ **PAN AASCS4641J**].

205. **Surjalmata Promoters Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [ **PAN AASCS4640K**].

206. **Tejaswani Housing Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAECT5071F** ] .

207. **Tejaswani Promoters Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAECT5072G**].

208. **Token Sales Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AADCT9299A**].

209. **Toronado Niwas Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 53/4, P.N. Middy Road, Post Office Belgharia, Police Station Belgharia, District North 24 Parganas, Kolkata 700056, West Bengal [ **PAN AAECT7178H**].

210. **Trilokpati Enclave Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAECT1842L**].

211. **Trilokpati Nirman Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAECT1841K**].

212. **Tropex Vanijya Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 101, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AACCT4831H**].

213. **Udarkriti Niwas Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 27, Brabourne Road, Narayani Building, 1st Floor, Room No. 103, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AABCU6621M**].

214. **Unwavering Constructions Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Room No. 3, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AABCU6622J**].

215. **Varca Commerce Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Room No. 3, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAECV5344H**].

216. **Verbena Commotrade Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Room No. 3, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAECV0577E**].

217. **Viewtech Trading Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 1, R. N. Mukherjee Road, Martin Burn

House, Room No. 407, 4th Floor, Post Office R. N. Mukherjee Road, Police Station Hare Street, Kolkata 700001, West Bengal [ **PAN AAECV4626Q** ] .

218. **Vinca Commtrade Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 78, Bentinck Street, 2nd Floor, Room No. 5B, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [ **PAN AADCV9804F** ].

219. **Vishwaraja Constructions Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAECV3107E** ].

220. **Vishwaraja Housing Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAECV3090J** ].

221. **Vishwaraja Infradev Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAECV3089R** ].

222. **Vishwaraja Promoters Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 109, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAECV3154H** ].

223. **Viviana Heights Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 53/4, P.N. Middy Road, Post Office Belgharia, Police Station Belgharia, District North 24 Parganas, Kolkata 700056, West Bengal [ **PAN AAECV6646A** ] .

224. **Vrajesh Ventures Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Room No. 3, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAECV1992M** ].

225. **Wonder Vyapaar Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 101, Park Street, 2nd Floor, Post Office Park Street, Police Station Park Street, Kolkata 700016, West Bengal [ **PAN AAACW6476D** ] .

226. **Yaduvir Builders Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at 14, Netaji Subhash Road, 1st Floor, Post Office G.P.O., Police Station Hare Street, Kolkata 700001, West Bengal [ **PAN AAACY5787B** ] .

227. **Yaduvir Traders Private Limited**, a company governed by the provisions of the Companies Act, 2013, having its registered office at P-12, New Howrah Bridge Approach

Road, 5th Floor, Room No. 504/5, Post Office Khengrapatti, Police Station Burrabazar, Kolkata 700001, West Bengal [ **PAN AAACY5737B**].

All are represented by their authorized signatory \_\_\_\_\_, son \_\_\_\_\_, by faith \_\_\_\_\_, by nationality \_\_\_\_\_, by occupation \_\_\_\_\_, working for gain at Siddha Park, 99A, Park Street, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN** \_\_\_\_\_)

(collectively **Owners**, which expression shall include its successors-in-interest)

**And**

228. **Siddha Sphere LLP**, a limited liability partnership incorporated under the Limited Partnership Act, 2008, having its registered office at 6<sup>th</sup> Floor, 99A, Park Street, Siddha Park, Kolkata-700016, Police Station Park Street (**PAN ACBFS0997D** ) represented by its authorized signatory \_\_\_\_\_, son \_\_\_\_\_, by faith \_\_\_\_\_, by nationality \_\_\_\_\_, by occupation \_\_\_\_\_, working for gain at Siddha Park, 99A, Park Street, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN** \_\_\_\_\_)

(**Promoter**, which expression shall include its successors and assigns and/or assigns)

**And**

229. \_\_\_\_\_, son of \_\_\_\_\_, aged about \_\_\_\_ years, by faith \_\_\_\_\_, by nationality \_\_\_\_\_, by occupation \_\_\_\_\_, residing at \_\_\_\_\_, PIN \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, \_\_\_\_\_ (**PAN** \_\_\_\_\_)

230. \_\_\_\_\_, son of \_\_\_\_\_, aged about \_\_\_\_ years, by faith \_\_\_\_\_, by nationality \_\_\_\_\_, by occupation \_\_\_\_\_, residing at \_\_\_\_\_, PIN \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, \_\_\_\_\_ (**PAN** \_\_\_\_\_)

(**Allottees**, which expression shall include his/her heirs, executors, administrators, successors-in-interest and permitted assigns)

Owners, Promoter and Allottees referred to as such or as **Party** and collectively **Parties**.

**WHEREAS:**

A. The Owners Nos. 1 to 21 are the joint owners of (a) land measuring 66.3900 (sixty six point three nine zero zero) decimal equivalent to 40.2363 (Forty point two three six three) cottah equivalent to 2686.46126 (Two thousand six hundred eighty six point four six one two six) square meter, comprised in R.S./L.R. Dag Nos. 632, 589/658, 637 and 589 in Mouza Raigachi,



recorded in L.R. Khatian Nos.2563, 2564, 2565, 2591, 2592, 2025, 2023, 2621, 2550, 2615, 2613, 2562, 3051, 2822, 2444, 2442, 2445, 2443, 2551, 2537 and 2538 JL No. 12, within Rajarhat-Bishnupur No. I Gram Panchayat, Police Station Rajarhat, Sub-Registration District Rajarhat, District North 24 Parganas (“Project Property”) and (b) the Owners Nos. 1 to 227 are jointly entitled to land measuring 2788.5112 (two thousand seven hundred eighty eight point five one one two) decimal equivalent to 1659.811 (one thousand six hundred fifty nine point eight one one) cottah equivalent to 113039.00126 (one lac thirteen thousand thirty nine point zero zero one two six) square meter in R.S./L.R. Dag Nos. 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 602, 603, 604, 606, 607, 610, 612, 614, 615, 616, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 589/658, 639/734, AAHC/OP/30, AAHC/OP/31, AAHC/OP/32, AAHC/OP/33, AAHC/OP/34 & AAHC/OP/36, within Mouza Raigachi, JL No. 12, within Rajarhat-Bishnupur No. I Gram Panchayat, Police Station Rajarhat, Sub-Registration District Rajarhat, District North 24 Parganas, which is more particularly described in Schedule A-1 below and is delineated by Red colour boundary line on the Plan annexed hereto and marked as Annexure “1” (“Larger Property”). In this regard it is clarified that the Larger Property comprises of certain parcels of land, which may be acquired by lease from the West Bengal Housing Infrastructure Development Corporation and/or purchased by the Owner/s and/or other entities at a later date, and in the event of such purchase or lease, such additional land purchased/leased by the Owner/s and/or other entities shall form part of the Whole Project (defined in Recital H (iii) below) being developed by the Promoter. The Owners have purchased the Project Property vide 21(twenty one) separate Conveyances i.e. (1) Conveyance dated 24th December, 2011, registered in the Office of the A.R.A-II, Kolkata, in Book I, C.D. Volume No. 64, Pages 582 to 602, being Deed No. 16135 for the year 2011; (2) Conveyance dated 24th December, 2011, registered in the Office of the A.R.A-II, Kolkata, in Book I, C.D. Volume No. 64, Pages 799 to 818, being Deed No. 16137 for the year 2011; (3) Conveyance dated 23<sup>rd</sup> February, 2012, registered in the Office of the A.R.A-II, Kolkata, in Book I, C.D. Volume No. 11, Pages 856 to 878, being Deed No. 02566 for the year 2012; (4) Conveyance dated 27<sup>th</sup> July, 2012, registered in the Office of the A.R.A.-II, Kolkata, in Book I, C.D. Volume No. 39, Pages 2771 to 2787, being Deed No. 10156 for the year 2012; (5) Conveyance dated 14<sup>th</sup> August, 2012, registered in the Office of the A.R.A.-II, Kolkata, in Book I, C.D. Volume No. 44, Pages 3022 to 3043, being Deed No. 11248 for the year 2012 (6) Conveyance dated 18<sup>th</sup> September, 2012, registered in the Office of the A.R.A.-II, Kolkata, in Book I, C.D. Volume No. 60, Pages 4389 to 4422, being Deed No. 15204 for the year 2012; (7) Conveyance dated 12<sup>th</sup> December, 2012, registered in the Office of the A.R.A.-II, Kolkata, in Book I, C.D. Volume No. 04, Pages 5379 to 5396, being Deed No. 01054 for the year 2013; (8) Conveyance dated 12<sup>th</sup> December, 2012, registered in the Office of the A.R.A.-II, Kolkata, in Book I, C.D. Volume No. 04, Pages 5820 to 5842, being Deed No. 01066 for the year 2013; (9) Conveyance dated 12<sup>th</sup> December, 2012, registered in the Office of the A.R.A.-II, Kolkata, in Book I, C.D. Volume No. 04, Pages 5518 to 5540, being Deed No. 01064 for the year 2013; (10) Conveyance dated 12<sup>th</sup> December, 2012, registered in the Office of the A.R.A.-II, Kolkata, in Book I, C.D. Volume No. 04, Pages 5843 to 5865, being Deed No. 01067 for the year 2013; (11) Conveyance dated 12<sup>th</sup> December, 2012, registered in the Office of the A.R.A.-II, Kolkata, in Book I, C.D. Volume No. 09, Pages 7397 to 7419, being Deed No. 03033 for the year 2013; (12) Conveyance dated 12<sup>th</sup> December, 2012, registered in the Office of the A.R.A.-II, Kolkata, in Book I, C.D. Volume No. 04, Pages 5415

to 5432, being Deed No. 01056 for the year 2013; (13) Conveyance dated 12<sup>th</sup> December, 2012, registered in the Office of the A.R.A.-II, Kolkata, in Book I, C.D. Volume No. 04, Pages 5981 to 6003, being Deed No. 01073 for the year 2013; (14) Conveyance dated 12<sup>th</sup> December, 2012, registered in the Office of the A.R.A.-II, Kolkata, in Book I, C.D. Volume No. 09, Pages 7430 to 7452, being Deed No. 03037 for the year 2013; (15) Conveyance dated 12<sup>th</sup> December, 2012, registered in the Office of the A.R.A.-II, Kolkata, in Book I, C.D. Volume No. 04, Pages 5451 to 5472, being Deed No. 01058 for the year 2013; (16) Conveyance dated 21<sup>st</sup> March, 2013, registered in the Office of the A.R.A.-II, Kolkata, in Book I, C.D. Volume No. 19, Pages 4445 to 4466, being Deed No. 05819 for the year 2013; (17) Conveyance dated 30<sup>th</sup> April, 2013, registered in the Office of the A.R.A.-II, Kolkata, in Book I, C.D. Volume No. 20, Pages 7045 to 7067, being Deed No. 06284 for the year 2013; (18) Conveyance dated 19<sup>th</sup> July, 2019, registered in the Office of the A.D.S.R.-Rajarhat, in Book I, Volume No. 1523-2019, Pages 339789 to 339813, being Deed No. 152308844 for the year 2019; (19) Conveyance dated 12<sup>th</sup> December, 2012, registered in the Office of the A.R.A.-II, Kolkata, in Book I, Volume No. 04, Pages 5496 to 5517, being Deed No. 01060 for the year 2013; (20) Conveyance dated 29<sup>th</sup> April, 2015, registered in the Office of the A.R.A.-II, Kolkata, in Book I, Volume No. 1902-2016, Pages 1907 to 1932, being Deed No. 190200049 for the year 2016; and (21) Conveyance dated 29<sup>th</sup> April, 2015, registered in the Office of the A.R.A.-II, Kolkata, in Book I, Volume No. 1902-2016, Pages 1963 to 1988, being Deed No. 190200046 for the year 2016. For the purposes of developing the Project Property, the Owners and the Promoter have entered into 2 (two) separate development agreements i.e. the Development Agreement (1) Development Agreement dated 9th September 2015, registered in the Office of the D.S.R.-II, North 24 Parganas, recorded in Book I, Volume No. 1502 - 2015, Pages 25451 to 25589, being Deed No. 150202575 for the year 2015; (2) Development Agreement dated 19th June 2020, registered in the Office of the A.R.A.-IV, Kolkata, recorded in Book I, Volume No. 1904 - 2020, Pages 175694 to 176265, being Deed No. 190402950 for the year 2020 (collectively “**Development Agreement**”).

B. The Larger Property is earmarked for the purpose of building a residential project comprising multi-storeyed apartment buildings and car parking spaces and the said project shall be known as Siddha Galaxia (" **Said Complex**"). The development of the Said Complex known as '**Siddha Galaxia**' *inter alia* consisting of (i)**Block/Building Nos.1** (namely Azura),**2** (namely Della), **3** (namely Oceania), **4** (namely Verdura), **5** (namely Altura) and **6** (namely Olivia), *inter-alia* comprising of 6 (six) Ground + 11 (G+11) storied residential buildings, being constructed upon R.S./L.R. *Dag* Nos. 620, 621, 622, 623, 624 and 625 of *Mouza* Raigachi which is portion of the Larger Property [being developed as **Phase I**, upon which Occupancy Certificate (issued by the Rajarhat Panchayet Samity, Rajarhat, North 24 Parganas vide Memo No. 1299/Rht, dated 26<sup>th</sup> September, 2016) is already obtained] (ii) Block/Building Nos.7A(namely Ophelia), 7B (namely Bianca),7C(namely Orion),7D(namely Cygnus),7E (namely Phoenix) and 10(namely Atlas), *inter-alia* comprising of 6 (six) Ground+ 13 (G+13) storied residential buildings, being constructed on a portion of the Larger Property [being developed as Phase II (HIRA No. HIRA/P/NOR/2018/000184), ( iii) Block/Building No.8, *inter-alia* comprising of 1 (one) Basement +Ground + 7 (B+G+7) storied building for Multi-level Car Parking (MLCP) being constructed on a portion of the Larger Property ( iv) Block/Building No. 9, *inter-alia* comprising of 1 (one) Ground + 3 (G+3) storied building for Club, being constructed on a portion of the Larger Property ( v) Block/Building Nos. 7F (namely Mynsa) and 7G (namely Europa), *inter-alia* comprising of 2 (two) Ground+ 13 (G+13)

storied residential buildings, being constructed on a portion of the Larger Property [being developed as **Phase III** (HIRA No. HIRA/P/NOR/2020/000940) (vi) Rooftop Skywalk constructible on the Blocks/Buildings comprised within the Larger Property, the usage of which shall be permitted after completion of Whole Project (vii) **Block/Building No. 11** (namely Capella) *inter-alia* comprising of 1 (one) Ground+ 13 (G+13) storied residential building, being constructed on the Project Property [being developed as **Phase IV** and (viii) **Future Block(s)/Building(s)** *inter alia* comprising of residential/commercial multi-storeyed buildings, car parking spaces, which shall be developed by the Promoter at its sole discretion, out of which **Block/Building No. 11** (namely Capella) *inter-alia* comprising of 1 (one) Ground+ 13 (G+13) storied residential building, being constructed on the Project Property, is being developed as a Phase (**Phase IV**) of the Whole Project [as defined in Recital H (iii) below] and is being registered as a ‘Real Estate Project’ (“**the Real Estate Project or Project**”) with the West Bengal Real Estate Regulatory Authority (“**Authority**”), under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**Act**”), the West Bengal Real Estate (Regulation and Development) Rules, 2021 (“**Rules**”) and regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.

C. The Owners and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the title of the Owners to the Project Property and the Promoter’s right and entitlement to develop the Project Property as well as the Phase IV of the Said Complex have been completed.

D. The Owners and the Promoter have duly intimated the Competent Authority about commencement of construction of the Project vide its letter dated **25<sup>th</sup> June, 2020**.

E. The Promoter has obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project (including for the Said Apartment and the Said Block/Building from the competent authority on 24<sup>th</sup> June’ 2020, being Sanctioned Plan Memo No. 965/RPS, which is presently being developed as a phase (**Phase IV**) of the Whole Project (defined in Recital H (iii) below). The Promoter agrees and undertakes that it shall not make any changes to approved plans of the Real Estate Project except in strict compliance with Section 14 of the Act and other laws as applicable.

F. The Allottees have applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and have been allotted Residential Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ floor, having carpet area of \_\_\_\_\_ ( \_\_\_\_\_ ) square feet, more or less, including a balcony measuring \_\_\_\_\_ ( \_\_\_\_\_ ) square feet, more or less, and the said apartment with attached balcony collectively having built up area of \_\_\_\_\_ ( \_\_\_\_\_ ) square feet, more or less being more particularly described in **Schedule B** below and the layout of the apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure “2”** (“**Said Apartment**”) in Block/Building No..**11** and Block/Building Name **.CAPELLA** (“**Said Block /Building**”) **together with** the right to park in the parking space/s more particularly described in **Schedule B** below (**Said Parking Space**) and **together with** pro rata share in the common areas of the Real Estate Project (**Share In Common Areas**), the said common areas of the Real Estate Project being described in **Schedule E** below (“**Common Areas**”) and also **together with** undivided, impartible, proportionate and variable share in the

land underneath the Said Block/Building, as be attributable and appurtenant to the Said Apartment (“ **Land Share**”). The Said Apartment, the Said Parking Space (if any), the Share In Common Areas and the Land Share, collectively described in **Schedule B** below (collectively “ **Said Apartment And Appurtenances** ”).

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

H. The principal and material aspects of the development of the Whole Project (as defined hereunder) and the Real Estate Project as disclosed by the Promoter are briefly stated below–

(i) **Block/Building Nos.1** (namely Azura), **2** (namely Della), **3** (namely Oceania), **4** (namely Verdura), **5** (namely Altura) and **6** (namely Olivia), *inter-alia* comprising of 6 (six) Ground + 11 (G+11) storied residential buildings, being constructed upon R.S./L.R. *Dag* Nos. 620, 621, 622, 623, 624 and 625 of *Mouza Raigachi* which is portion of the Larger Property [being developed as **Phase I**, upon which Occupancy Certificate (issued by the Rajarhat Panchayet Samity, Rajarhat, North 24 Parganas vide Memo No. 1299/Rht, dated 26<sup>th</sup> September, 2016) is already obtained] (ii) Block/Building Nos.7A (namely Ophelia), 7B (namely Bianca), 7C (namely Orion), 7D (namely Cygnus), 7E (namely Phoenix) and 10 (namely Atlas), *inter-alia* comprising of 6 (six) Ground+ 13 (G+13) storied residential buildings, being constructed on a portion of the Larger Property [being developed as Phase II (HIRA No. HIRA/P/NOR/2018/000184), ( iii) Block/Building No.8, *inter-alia* comprising of 1 (one) Basement +Ground + 7 (B+G+7) storied building for Multi-level Car Parking (MLCP) being constructed on a portion of the Larger Property ( iv) Block/Building No. 9, *inter-alia* comprising of 1 (one) Ground + 3 (G+3) storied building for Club, being constructed on a portion of the Larger Property ( v) Block/Building Nos. 7F (namely Mynsa) and 7G (namely Europa), *inter-alia* comprising of 2 (two) Ground+ 13 (G+13) storied residential buildings, being constructed on a portion of the Larger Property [being developed as **Phase III** (HIRA No. HIRA/P/NOR/2020/000940) (vi) Rooftop Skywalk constructible on the Blocks/Buildings comprised within the Larger Property, the usage of which shall be permitted after completion of Whole Project (vii) **Block/Building No. 11** (namely Capella) *inter-alia* comprising of 1 (one) Ground+ 13 (G+13) storied residential building, being constructed on the Project Property [being developed as **Phase IV** and (viii) **Future Block(s)/Building(s)** *inter alia* comprising of residential/commercial multi-storeyed buildings, car parking spaces, which shall be developed by the Promoter at its sole discretion, out of which **Block/Building No. 11** (namely Capella) *inter-alia* comprising of 1 (one) Ground + 13 (G+13) storied residential building constitutes the Real Estate Project in accordance with the provision of the Act and Rules. The Real Estate Project is being constructed and developed upon a portion of the Larger Property as shown in **Blue** colour boundary line on the **Plan** annexed and marked as **Annexure “1”** hereto and more particularly described in **Schedule A-2** below, being the Project Property (as defined in Recital A above).

(ii) The detailed scheme of development attached as **Annexure “1”** discloses the proposed designated uses of the buildings/structures and the phase/s of development on the Larger Property and is based on the current approved layout for the Project Property and the conceptual layout for the development of the Larger Property. The conceptual layout of the development on the Larger Property could be finally developed by the Promoter at its sole discretion either

in terms of the Plan in **Annexure “1”** or in such other manner as may be possible under the relevant/applicable laws.

(iii) The Promoter is undertaking the development of the Larger Property in a phase-wise manner as mentioned in this Recital H (the phase-wise development of the entirety of the Larger Property as envisaged in this Recital H and as also mentioned/contemplated in the other portions this Agreement hereinafter referred to as “ **The Whole Project**”).

(iv) Apart from the Real Estate Project, the Promoter proposes to develop in one or more phases other residential buildings/structures along with its/their common areas, facilities and amenities in the Whole Project and upon the Larger Property (“ **Other Residential Component**”) and the portion of the Larger Property upon which the Other Residential Component shall be developed in such manner as the Promoter may in its sole discretion deem fit.

(v) The Other Residential Component proposed to be developed as part of the Whole Project, may be provided with certain common areas, facilities and amenities (“ **Other Residential Exclusive Amenities**”) and which may exclusively be made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the Allottees of the Other Residential Component and, may not be available to the Allottees or any other Allottees/occupants of apartments/flats in the Real Estate Project.

(vi) Further, the Promoter proposes to develop in one or more phases non-residential buildings/structures along with the Non-Residential Exclusive Amenities (defined below) upon the Larger Property (“**Non-Residential Component**”) and the portion of the Larger Property upon which the Non-Residential Component shall be developed in such manner as the Promoter may in its sole discretion deem fit.

(vii) On the Larger Property, the Promoter also proposes to develop certain common areas, facilities and amenities which may exclusively be made available to and useable by such person(s) as the Promoter may in its sole discretion deem fit including the Allottee/s/occupants of such non-residential buildings/structures and such common areas, facilities and amenities may not be available for the use by the Allottee/s of the Real Estate Project and the Other Residential Component (“ **Non-Residential Exclusive Amenities** ”).

(viii) The Promoter is entitled to amend, modify and/or substitute the proposed future and further development of the Larger Property, in full or in part, subject to the necessary permission/sanction being granted by the RBGP and all other concerned authorities.

(ix) The Allottees agrees that the Promoter shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the Allottee/s of such apartments/flats and to the exclusion of other Allottee/s in the Real Estate Project (“ **Limited Areas And Facilities**”). The Allottees agrees to use only the Limited Areas And Facilities (if any) specifically identified for the Allottees in the Said Apartment And Appurtenances and as more particularly described in **Schedule B** hereunder written. The Allottees agrees not to use the Limited Areas And Facilities identified for other Allottee/s nor

shall the Allottees have any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other Allottee/s and/or the usage thereof.

(x)The Common Areas in the Real Estate Project that may be usable by the Allottees and other Allottee/son a non-exclusive basis are listed in **Schedule E** hereunder written.

(xi) The common areas, facilities and amenities in the Whole Project including the Real Estate Project that may be usable by the Allottees and other Allottee/s in the Whole Project on a non-exclusive basis (“**Whole Project Included Amenities**”) are listed in **Schedule F** hereunder written. The Allottees agree and accept that it shall not be obligatory for the Promoter to complete the Whole Project Included Amenities (as listed in **Schedule F** below) in all respects prior to handing over of possession of the Said Apartment to the Allottees and the Whole Project Included Amenities may be completed/provided only after completion of the Whole Project and the Allottees expressly agree not to raise any objection regarding the same and also further waives the right, if any, to do so.

(xii) The Allottees agrees and accept that the exact location and identification of the Said Parking Space (if any) may be finalized by the Promoter only upon completion of the Real Estate Project in all respects.

(xiii)The Promoter shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the Competent Authority and all other concerned authorities, and construct additional built-up area–(i) by way of additional apartments and/or additional floors on the Said Block/Building; and/or(ii) additional buildings on any part of the remaining portion of the Larger Property. For the purpose aforesaid, the Promoter will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Block/Building without however, adversely affecting the Said Apartment agreed to be sold hereunder, and to carry out construction work accordingly. The Allottees hereby irrevocably agrees and gives his/her/its express consent to the Promoter for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Block/Building for the aforesaid purpose and to put up construction accordingly, so long as the total area of the Said Apartment and the specifications, amenities, fixtures and fittings thereof are not reduced. This consent shall be considered to be the Allottees’ consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Allottees shall not raise any objection or cause any hindrance in the said development/construction by the Promoter whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Apartment or any other part of the Said Block/Building being affected by such construction. The Allottees hereby agree to give all facilities and co-operation as the Promoter may require from time to time, both prior to and after taking possession of the Said Apartment, so as to enable the Promoter to complete the development smoothly and in the manner determined by the Promoter. It is expressly agreed by the Parties that the Promoter will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit the additional apartments that may be constructed by the Promoter as aforesaid.

(xiv)The Allottees agrees and acknowledges that the sample apartment/flat (if any) is constructed by the Promoter and all furniture’s, items, electronic goods, amenities etc. provided

thereon are only for the purpose of show casing and/or interior decorating the apartment and the Promoter is not liable/required to provide any furnitures, items, electronic goods, amenities, etc. as displayed in the sample flat, other than as expressly agreed by the Promoter under this Agreement. The height of the Said Apartment shall be in accordance to the sanctioned plan and the same may differ from the height of the sample apartment/flat constructed by the Promoter.

(xv) In the event the Said Parking Space (if any has been taken by the Allottees in this Agreement) is situate in the MLCP, being Tower/Building No. 8, then in such event the Allottees agree and accept that the physical possession of the Said Parking Space shall be given to the Allottees only after completion of construction of the MLCP/ Building No. 8.

I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottees hereby agrees to purchase the Said Apartment And Appurtenances, being collectively described in **Schedule B**.

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:**

## **1 TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottees and the Allottees hereby agree to purchase, the Said Apartment And Appurtenances, described in **Schedule B** below.

1.2 The Total Price payable for the Said Apartment And Appurtenances is more particularly mentioned in **Schedule C** below.

### **Explanation :**

(i) The Total Price includes the booking amount paid by the Allottees to the Promoter towards the Said Apartment And Appurtenances.

(ii) In addition to the Total Price, the Allottee/s shall also bear and pay the taxes (consisting of tax paid or payable by way of GST, Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the Said Apartment And Appurtenances and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses,

rent, lease premium (whether applicable/payable now or which may become applicable/payable in future) including GST, Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the Said Apartment And Appurtenances, shall be borne and paid by the Allottees alone and the Promoter shall not be liable to bear or pay the same or any part thereof. It is further clarified that the price of the Said Apartment And Appurtenances has been arrived after adjusting the GST input credit to be passed on the Allottees and Allottees shall not claim demand or dispute the same.

Notwithstanding anything mentioned hereinabove, it is clarified that if there is any increase in the taxes after the expiry of the Scheduled date of completion of the Real Estate Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Real Estate Project by the Authority, as per the Act, the same shall not be charged from the Allottees.

(iii) The Promoter shall periodically intimate in writing to the Allottees, the amount payable as stated in **Schedule C** below and the Allottees shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottees the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

(iv) The Total Price of the Said Apartment And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment and the Project but excludes Taxes and maintenance charges.

1.3. The Total Price is escalation-free, save and except escalations/increases which the Allottees hereby agree to pay due to increase on account of development charges payable to the competent authority/Local Bodies/Government and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost/charges imposed by the competent authority/Local Bodies/Government, the Promoter shall enclose the said notification/order/rule/regulation/demand, published/issued to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the Scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority as per the Act, the same shall not be charged from the Allottees.

1.4. The Allottees shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").



1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottees by discounting such early payments @ 6% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to Allottee/s by the Promoter.

1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (save and except finishing items, which may be altered/modified by the Promoter at its sole discretion) and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which Transfer is effected) in respect of the Said Apartment, without the previous written consent of the Allottees as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottees, or such minor changes or alterations as per the provisions of the Act. The Promoter shall take prior approval of the Allottees for extra charges, if any, as may be applicable for such addition alterations.

1.7. The Promoter shall confirm the final carpet area that has been allotted to the Allottees after the construction of the Said Block/Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottees within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottees. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment allotted to the Allottees, the Promoter shall demand additional amount from the Allottees towards the Total Price, which shall be payable by the Allottees prior to taking possession of the Said Apartment. It is clarified that the payments to be made by the Promoter/Allottees, as the case may be, under this Clause 1.7, shall be made at the same rate per square feet as agreed in Clause 1.2 above.

1.8. Subject to Clause 9.3 of this Agreement, the Promoter agrees and acknowledges that the Allottees shall have the following rights to the Said Apartment And Appurtenances:

(i) The Allottees shall have exclusive entitlement of the Said Apartment.

(ii) The Allottees shall also have undivided proportionate share in the Common Areas of the Real Estate Project (described in **Schedule E** below). Since the share/interest of the Allottees in the Common Areas of the Real Estate Project is undivided and cannot be divided or separated, the Allottees shall use the Common Areas of the Real Estate Project along with other occupants/Allottees of the Project, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas of the Real Estate Project (described in **Schedule E** below) to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.

(iii) The computation of the price of the Said Apartment And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external

development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment and the Project but excludes Taxes and maintenance charges.

(iv) The Allottees has the right to visit the Real Estate Project site to assess the extent of development of the Project and his apartment, subject to prior consent of the Project engineer and complying with all safety measures while visiting the site.

1.9. It is made clear by the Promoter and the Allottees agree that the Said Apartment along with the Said Parking Space shall be treated as a single indivisible unit for all purposes. Save and except the scheme of development as mentioned in Recital H (including all its sub-clauses), it is agreed that the Real Estate Project is an independent, self-contained project covering the Project Property (described in **Schedule A-2** below) and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottees. It is clarified that the Project's facilities and amenities shall be available for use and enjoyment of the Allottees as expressly mentioned in this Agreement.

1.10. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, *Khazna* or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.11. The Allottees has paid a sum equivalent to 10%(ten percent) of the total price as booking amount being part payment towards the Total Price of the Said Apartment And Appurtenances which includes token amount/any advances paid at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottees hereby agree to pay the remaining price of the Said Apartment And Appurtenances as prescribed in the Payment Plan [specified in **Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein **Provided that** if the Allottees delay in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## 2. PAYMENTS:

2.1 Subject to the terms of this Agreement and the Promoter abiding by the construction milestones as expressly mentioned in this Agreement, the Allottees shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through cheque/demand draft/pay order/wire transfer/RTGS/NEFT or online payment (as applicable) drawn in favour of/to the account of the Promoter payable at Kolkata.

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

2.3 In the event of the Allottees obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottees and the Bank/ financial institution **SUBJECT HOWEVER** that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottees from such bank/ financial institution.

2.4 The timely payment of all the amounts payable by the Allottees under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottees that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating dispatch of such intimation to the address of the Allottees as stated at Clause 29 ( *Notice*) including by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Allottees, and non-receipt thereof by the Allottees/s shall not be a plea or an excuse for non-payment of any amount or amounts.

2.5 In the event of delay and/or default on the part of the Allottees in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottees, the said unpaid tax, levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

### **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

3.1. The Allottees, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued

by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottees shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottees and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottees only.

#### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottees authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottees against the Said Apartment And Appurtenances, if any, in his/her name and the Allottees undertakes not to object/demand/direct the Promoter to adjust his/her payments in any other manner.

#### **5. TIME IS ESSENCE:**

The Promoter shall abide by the time **Schedule** for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Said Apartment to the Allottees and the Common Areas of the Real Estate Project (described in **Schedule E** below) to the association of Allottees, upon its formation and registration.

#### **6. CONSTRUCTION OF THE PROJECT/APARTMENT AND COMMON AREAS FACILITIES & AMENITIES :**

6.1 The Allottees have seen the proposed layout plan, specifications, amenities and facilities of the Said Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as provided in this Agreement, which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Real Estate Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement. The Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the by-laws, FAR and density norms and provisions prescribed by the Sanction Authority and shall not have an option to make any variation /alteration/modification in such plans of the Real Estate Project, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in **Schedule D** of this Agreement.

6.2 The Allottees agree, accept and confirm that the Promoter is entitled to the rights and entitlements in this Agreement including as stated in this Clause 6.2 in accordance with what is stated at Recitals H hereinabove:-

6.2.1 The Larger Property is being developed in a phase-wise manner by constructing and developing multiple buildings/structures thereon including the Real Estate Project and the Other Residential Component as may be permissible in the manner more particularly detailed at Recitals H hereinabove. The Promoter shall be entitled to develop the Larger Property as the Promoter deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Allottees have agreed to purchase the Said Apartment And Appurtenances based on the unfettered rights of the Promoter in this regard.

6.2.2 The Promoter has informed the Allottees that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Property. The Promoter has further informed the Allottees that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottees along with other Allottee/s of flats/units/apartments in the Said Block/Building and/or the Real Estate Project and/or in the Whole Project, and the Allottees shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Allottee of flats/units/apartments in the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottees shall be determined by the Promoter and the Allottees agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottees nor any of the Allottee/s of flats/units/apartments in the Real Estate Project shall object to the Promoter laying through or under or over the land described in **Schedule A-1** and **Schedule A-2** hereunder written and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings which are to be developed and constructed on any portion of the Larger Property.

6.2.3 As mentioned in Recital H (ii) above, the Promoter has presently contemplated to develop the Proposed Adjoining Land and shall be entitled to club/amalgamate the Larger Property (or part thereof) with the Proposed Adjoining Land as a common integrated layout with the Larger Property (or part thereof) or otherwise including as a separate independent layout, in a phase wise manner.

6.2.4 The Allottees are aware that they shall only be permitted to use the Common Areas in the Real Estate Project (specified in **Schedule E** below) and the Whole Project Included Amenities (specified in **Schedule F** below) in common with other Allottee/s and users in the Real Estate Project and the Whole Project and the Promoter and its contractors, workmen, agents, employees, personnel and consultants. The Allottees are also aware that the Promoter shall designate certain common area, facilities and amenities as the Other Residential Exclusive Amenities which shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the Allottees/occupants of the Other Residential Component and shall not be available to the Allottees or any other Allottees/occupants of apartments/flats in the Real Estate Project.

6.2.5 The Whole Project Included Amenities and any other areas as may be designated by the Promoter including common open areas, common landscapes and driveways etc. in/on the Whole Project/Larger Property shall be an integral part of the layout of the development of the Whole Project and the Larger Property and neither the Allottees nor any person or entity on the Allottees' behalf shall, at any time claim any exclusive rights with respect to the same.

6.2.6 The Allottees shall at no time demand partition of the Said Apartment And Appurtenances and/or the Said Block/Building and/or the Real Estate Project and/or the Other Residential Component and/or the Whole Project and/or the Larger Property.

## **7. POSSESSION OF THE APARTMENT:**

**7.1. Schedule for possession of the Said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Said Apartment to the Allottees and the Common Areas of the Real Estate Project to the association of Allottees (upon its formation and registration) is the essence of the Agreement. The Promoter assures to hand over possession of the Said Apartment along with ready and complete Common Areas of the Real Estate Project (as specified in **Schedule E** below) with all specifications (as provided in **Schedule D** below) in place on **31.05.2025** ("**Completion Date**"), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Real Estate Project; or any further delay(s) beyond the control of the Promoter due to epidemic, quarantine restriction, state or nation wide lockdown, including any future disruptions due to the coronavirus disease ("**Force Majeure**"). If, however, the completion of the Real Estate Project is delayed due to the Force Majeure conditions then the Allottees agree that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottees the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the Allottees about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottees, the Allottees agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

The Possession Date has been accepted by the Allottees. However, if the Said Apartment is made ready prior to the Completion Date, the Allottees undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottees are linked inter alia to the progress of construction, and the same is not a time linked plan.

Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of the applicable laws, the Common Areas and all deposits relating thereto and/or the common area within the MLCP and/or the land comprised in the Project Property and/or Larger Property or any part thereof are required to be transferred to the association of allottees, then the Promoter and/or the

Owners, as per their respective entitlements, shall be entitled to do so and the Allottees shall do all acts, deeds and things and sign, execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the allottees of the Project (including the Allottees herein) proportionately and the Promoter and/or the Owners shall not be liable therefor in any manner whatsoever and the Allottees and the other allottees shall keep the Promoter / Owners fully indemnified with regard thereto.

7.2. Procedure for taking possession - The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Said Apartment, to the Allottees in terms of this Agreement to be taken within two months from the date of issue of completion certificate subject to payment of all amount due and payable under this Agreement and Registration of the Deed of Conveyance. The Promoter agrees and undertakes to indemnify the Allottees in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottees, after taking possession, agree(s) to pay the maintenance charges (as provided on **Schedule H** below) as determined by the Promoter/association of Allottees, as the case may be from the date of the issuance of the completion certificate for the Project. The promoter shall hand over the photocopy of completion certificate of the Project to the Allottees at the time of conveyance of the same.

7.3. Failure of Allottees to take Possession of Apartment- Upon receiving a written intimation from the Promoter as mentioned in Clause 7.2 above, the Allottees shall take possession of the Said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Apartment to the Allottees. In case the Allottees fails to take possession within the time provided in Clause 7.2 above, such Allottees shall continue to be liable to pay interest on amount due and payable in terms of this Agreement, maintenance charges, *Khazna* and statutory tax and other outgoings and further holding charges, being equivalent to 2 (two) times the maintenance charges, for the period of delay after the lapse of 6 (six) months from the date of issuance of possession notice of the Said Apartment shall become applicable.

7.4 Possession by the Allottees- After obtaining the completion certificate and handing over physical possession of the apartments comprised in the Real Estate Project to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas of the Real Estate Project (as specified in **Schedule E** below), to the association of Allottees, upon its formation and registration;

Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including Common Areas of the Real Estate Project (as specified in **Schedule E** below) to the association of Allottees within thirty days after formation and registration of the association of Allottees.

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

Provided that where the Allottees proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the entirety of the booking

amount paid for the allotment. Upon registration of the deed of cancellation in respect of the Said Apartment and Appurtenances and upon retransfer of the Said Apartment and Appurtenances i.e. upon the Promoter subsequently selling and transferring the Said Apartment and Appurtenances to another Allottees and receipt of the Total price thereon, the Promoter shall after adjusting the booking amount, refund to the Allottees, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. Further in case of a falling market the amount refundable will be further reduced by the extent of the difference in amount receivable on a fresh transfer of the Apartment to another Allottees and the purchase price of the Allottees, if the current total price is less than the purchase price. The Allottees shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

Upon the termination of this Agreement, the Allottees shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment And Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment And Appurtenances in the manner it deems fit and proper.

7.6. Compensation - The Owners shall compensate the Allottees in case of any loss caused to him due to defective title of the land, on which the Real Estate Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

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

Provided that where if the Allottees does not intend to withdraw from the Project, the Promoter shall pay the Allottees interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoter to the Allottees within forty- five days of it becoming due.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represents and warrants to the Allottees as follows:

(i) The Owners have absolute, clear and marketable title with respect to the Project Property; the requisite authority and rights to carry out development upon the Project Property and absolute, actual, physical and legal possession of the Project Property for the Real Estate Project.



- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project.
- (iii) There are no encumbrances upon the Project Property or the Real Estate Project save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority:
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Project Property or the Real Estate Project, save and except as expressly disclosed in the Form A Declaration uploaded in the Website of the Authority;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, the Project Property and the Said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project, the Project Property, the Said Apartment, the Said Block/Building and Common Areas of the Real Estate Project till the date of handing over of the Real Estate Project to the association of Allottees;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for Sale and/or any other agreement / arrangement with any person or party with respect to the Said Apartment which will, in any manner, affect the rights of Allottees under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Apartment to the Allottees in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Apartment to the Allottees and the Common Areas of the Real Estate Project to the association of Allottees, upon the same being formed and registered;
- (x) The Project Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate has been issued and irrespective of possession of apartment along with Common Areas of the Real Estate Project (equipped with all the specifications, amenities and. facilities) has been handed over to the Allottees and the association of Allottees or not;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Property) has been received by or served upon the Promoter in respect of the Project Property and/or the Real Estate Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

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

(i) Promoter fails to provide ready to move in possession of the Apartment to the Allottees within the time period specified in Clause 7.1 or fails to complete the Real Estate Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications as specified in **Schedule D** of this Agreement, and for which completion certificate, has been issued by the competent authority;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2. In case of Default by Promoter under the conditions listed above, Allottees is entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottees stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any interest; or

(ii) The Allottees shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottees under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to Allottees registering the deed of cancellation in respect of the Said Apartment and Appurtenances;

Provided that where an Allottees does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Apartment, which shall be paid by the Promoter to the Allottees within forty-five days of it becoming due.

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

(i) In case the Allottees fails to make payment to the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottees shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottees under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter, upon 30 (thirty) days written notice, may cancel the allotment of the Apartment in favour of the Allottees and forfeit the entirety of the booking amount paid for the allotment. Upon registration of the deed of cancellation in respect of the Said Apartment and Appurtenances and upon retransfer of the Said Apartment and Appurtenances i.e. upon the Promoter subsequently selling and transferring the Said Apartment and Appurtenances to another Allottees and receipt of the total price thereon, the Promoter shall after adjusting the booking amount, refund to the Allottees, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement in the aforesaid circumstances, the Allottees shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment and Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment and Appurtenances in the manner it deems fit and proper.

#### **10. CONVEYANCE OF THE SAID APARTMENT:**

The Promoter, on receipt of Total Price of the Said Apartment and Appurtenances (as provided in **Schedule C** under the Agreement) from the Allottees, shall execute a conveyance deed drafted by the Promoter's legal advisors and convey the title of the Said Apartment and Appurtenance within 3 (three) months from the date of issuance of the completion certificate to the Allottees:

However, in case the Allottees fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottees authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and the Allottees shall be bound by its obligations as more fully mentioned in Clause 7.3 of this Agreement.

#### **11. MAINTENANCE OF THE SAID BLOCK/BUILDING/APARTMENT/PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of Allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance will be paid/borne by the Allottees (to the Promoter) from the date of obtaining completion certificate till handover of maintenance of the Real Estate Project to the association of Allottees and thereafter to the association of Allottees. Maintenance Expenses wherever referred to in this Agreement shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the Project including those mentioned in **Schedule H** below (“**Common Expenses/Maintenance Charges**”).

#### **12. DEFECT LIABILITY:**

12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottees from the date of obtaining the completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

12.2 It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottees and/or any other Allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottees and/or any other Allottees/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Allottees is/are aware that the Said Block/Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Block/Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottees and/or the association of Allottees shall have no claim(s) of whatsoever nature against the Promoter in this regard

### **13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/maintenance agency/association of Allottees shall have rights of unrestricted access of all Common Areas of the Real Estate Project, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottees agrees to permit the association of Allottees and/or maintenance agency to enter into the Said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

### **14. USAGE:**

**Use of Basement and Service Areas :** The basement(s) and service areas, if any, as located within the Said Complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottees shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

### **15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PROJECT:**

15.1. Subject to Clause 12 above, the Allottees shall, after taking possession, be solely responsible to maintain the Said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Block/Building, or the Said

Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Block/Building is not in any way damaged or jeopardized.

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

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

15.4 In addition to the aforesaid, the Allottees hereby agrees to observe and perform the stipulations, regulations and covenants (collectively **Covenants**), described in **Schedule G** below.

#### **16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC.BY PARTIES:**

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

#### **17. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Real Estate Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and save as expressly provided in this Agreement.

#### **18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

#### **19. APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972, The Promoter showing compliance of various laws/ regulations as applicable in said Act.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottees by the Promoter does not create a binding obligation on the part of the Promoter or the Allottees until, firstly, the Allottees signs and delivers this Agreement with all the **Schedules** along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottees and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottees(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottees and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottees for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and all sums deposited by the Allottees in connection therewith including the booking amount shall be returned to the Allottees without any interest or compensation whatsoever.

**21. ENTIRE AGREEMENT:**

This Agreement, along with its **Schedules**, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/ plot/building, as the case may be.

**22. RIGHT TO AMEND:**

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

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

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

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

24.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottees in not making payments as per the Payment Plan [ **Annexure C** ] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottees that exercise of discretion by the Promoter in

the case of one Allottees shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

24.2. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**25. SEVERABILITY:**

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

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

Wherever in this Agreement it is stipulated that the Allottees has to make any payment, in common with other Allottees(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

**27. FURTHER ASSURANCES:**

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

**28. PLACE OF EXECUTION:**

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

**29. NOTICES:**

That all notices to be served on the Allottees and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or the Promoter

by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

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

### **30. JOINT ALLOTTEES:**

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

### **31. SAVINGS:**

Any application letter, allotment Letter, agreement, or any other document signed by the Allottees in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottees under the Agreement for Sale or under the Act or the rules or the regulations made thereunder; provided however that the aforesaid provisions mentioned in this Clause shall not impact and/or invalidate any correspondence or agreement made contemporaneously or hereafter between the Parties and such correspondence/agreement made shall be binding on the Parties.

### **32. GOVERNING LAW:**

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

### **33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

## **SCHEDULE 'A-1'**

### **(Larger Property)**

Land measuring 2788.5112 (two thousand seven hundred eighty eight point five one one two) decimal equivalent to 1659.811 (one thousand six hundred fifty nine point eight one one) *cottah* equivalent to 113039.00126 (one lac thirteen thousand thirty nine point zero zero one two six) square meter comprised in R.S./L.R. *Dag* Nos. 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592,



593, 594, 595, 596, 597, 598, 599, 600, 602, 603, 604, 606, 607, 610, 612, 614, 615, 616, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 589/658, 639/734, AAIC/OP/30, AAIC/OP/31, AAIC/OP/32, AAIC/OP/33, AAIC/OP/34 & AAIC/OP/36, within *Mouza Raigachi*, JL No. 12, within Rajarhat-Bishnupur No. I Gram *Panchayat*, Police Station Rajarhat, Sub-Registration District Rajarhat, District North 24 Parganas, delineated the **Plan** annexed hereto and marked as **Annexure “1”** and bordered in colour **Red** thereon and butted and bounded as follows:

**On the:** Land in *Mouza Raigachi* of Sheet No. 2 & RS/LR Dag Nos. 617, 626 (P), 611, 609, **North** 601, 608, 607 (P), Rajarhat Main Road (211 Bus Route) 547, 555, 556, 553, 552, 540, 539, 573, 574, 577, 576 of *Mouza Raigachi*

**On the:** *Mouza Reckjoani*  
**East**

**On the:** *Mouza Reckjoani*  
**South**

**On the:** Land in *Mouza Raigachi* of Sheet No. 2  
**West**

#### **SCHEDULE ‘A-2’**

#### **(Project Property)**

Land measuring 66.3900 (sixty six point three nine zero zero) decimal equivalent to 40.2363 (Forty point two three six three) cottah equivalents to 2686.46126 (Two thousand six hundred eighty six point four six onetwo six) square meter, comprised in R.S./L.R. *Dag Nos.* 632, 589/658, 637 and 589 in *Mouza Raigachi*, recorded in L.R. *Khatian Nos.* 2563, 2564, 2565, 2591, 2592, 2025, 2023, 2621, 2550, 2615, 2613, 2562, 3051, 2822, 2444, 2442, 2445, 2443, 2551, 2537 and 2538, JL No. 12, within Rajarhat-Bishnupur No. I Gram *Panchayat*, Police Station Rajarhat, Sub-Registration District Rajarhat, District North 24 Parganas, delineated on the **Plan** annexed hereto and bordered in colour **Blue** thereon and marked as **Annexure “1”**.

#### **SCHEDULE ‘B’**

#### **(Said Apartment And Appurtenances)**

(a) The Said Apartment, being Residential Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ floor, having carpet area of \_\_\_\_\_ ( \_\_\_\_\_ ) square feet, more or less, including a balcony measuring \_\_\_\_\_ ( \_\_\_\_\_ ) square feet, more or less, and the said apartment with attached balcony collectively having built up area of \_\_\_\_\_ ( \_\_\_\_\_ ) square feet, more or less in Block/Building No. **11** and Block/Building Name **CAPELLA**. The layout of the Said Apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure “2”**;

(b) The Said Parking Space, being the right to park \_\_ (\_\_\_\_) medium sized car in the \_\_\_\_\_ space, admeasuring \_\_ (\_\_\_\_\_) square feet, in the Said Complex;

(c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in **Schedule E** below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement; **and**

(d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building, as be attributable and appurtenant to the Said Apartment.

### **SCHEDULE 'C'**

The Unit Price (excluding Goods & Service Tax) for the Designated Apartment based on the carpet area is Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) and part of the other costs and Deposits so far computed is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and the Goods and Service Taxes is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) aggregating to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) ("Total Price")

### **(Payment Plan)**

#### Payment Schedule for **Block/Building No. 11** (namely Capella)

Sl. No.	Payment Stage	Percentage of Amount (Rs.)
1	On Application	Rs.51,000/-
2	On Allotment of Said Apartment	10% of total consideration (less Application Amount) + Applicable GST
3	On Execution of Agreement for Sale	10% of total consideration + Applicable GST
4	On Commencement of Piling of the Said Block /Building	10% of total consideration + Applicable GST
5	On Completion of Ground Floor Roof Casting	10% of total consideration + Applicable GST
6	On Completion of 2nd Floor Roof Casting	10% of total consideration + Applicable GST
7	On Completion of 4th Floor Roof Casting	10% of total consideration + Applicable GST
8	On Completion of 6th Floor Roof Casting	10% of total consideration + Applicable GST
9	On Completion of 8th Floor Roof Casting	10% of total consideration + Applicable GST

10	On Completion of 10th Floor Roof Casting	10% of total consideration + Applicable GST
11	On Completion of 12th Floor Roof Casting	5% of total consideration + Applicable GST
12	On Offer of Possession	5% of total consideration + Applicable GST + Extra Charges

In addition to the Total Price, the Allottees shall also pay to the Promoter, as and when demanded, the amounts mentioned in the table below (collectively **Extras**), proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon, towards:

<p><b>Electricity:</b> obtaining HT/LT electricity supply from the supply agency, which is Rs. ___/- per square feet on Carpet Area/- (Rupees one hundred thirty) per square feet, based on the carpet area of Said Apartment, to the Promoter.</p> <p><b>Electricity Meter for Common Areas:</b> security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Areas, proportionately, to the Promoter.</p> <p><b>Generator:</b> stand-by power supply to the Said Apartment/Flat from diesel generators, @ Rs. _____/- (Rupees _____) per 1 (one) KVA, to the Promoter</p> <p><b>Betterment Fees:</b> betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Larger Property or the Said Apartment And Appurtenances or its transfer in terms hereof, proportionately, to the Promoter.</p> <p><b>Legal Fees, Stamp Duty and Registration Costs:</b> fees of Messieurs Saha &amp; Ray, Advocates (Legal Advisors), who have drawn this Agreement and shall draw all further documents. The fee is Rs. _____/- (Rupees _____). 50% (fifty percent) of the fee shall be paid simultaneously herewith and the balance 50% (fifty percent) shall be paid on the Date of possession notice. Stamp duty, registration fees, fixed miscellaneous expenses of Rs. _____/- (Rupees _____) for each registration and all other fees and charges, if any, shall be borne by the Allottees and paid 15 (fifteen) days prior to the date of registration. The fee and costs shall be paid to the Promoter, who shall do all accounting with the Legal Advisors.</p> <p><b>Maintenance Charges for Common Areas:</b> the proposed monthly maintenance charge will be fixed prior to issuance of Possession Notice. Further, Common Area Maintenance (CAM) deposit @ Rs. ___/- (Rupees _____) per square feet on Carpet area of the Said Apartment shall be paid by the Allottees prior to the date of handover of possession of the Said Apartment.</p> <p><b>Advance Maintenance Charges:</b> This amount is payable against 24 (twenty four) months advance maintenance charges for the Said Apartment, to be adjusted with CAM bills to be raised at the rate as may be decided by the Promoter at the time of handover of possession.</p> <p><b>Association Formation Charges</b></p>
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## SCHEDULE 'D'

### Specifications

(Which Are Part Of the Said Apartment)

## **Super -Structure**

Earthquake resistance RCC framed structure with Monolithic concrete.

## **Doors**

Solid timber frames

Solid core flush shutters.

## **Windows**

Anodized / powder coated- Aluminium frames with fully glazed shutters.

## **Flooring**

Glazed vitrified tiles in all bedrooms, living/dining rooms & balcony.

## **Kitchen**

Floor: Anti-skid ceramic tiles /Vitrified tiles.

Countertops: Granite with steel sink

Dados: Ceramic tiling upto 2 feet from the granite counter tops.

## **Toilet**

Floor: Anti-skid ceramic tiles.

Dados: Ceramic tiles up to 7 feet/up to soffit of lintel level.

## **Sanitary ware**

Chromium plated fittings, white high quality porcelain fixtures.

## **Electricals**

Superior quality concealed copper wiring.

Latest modular switches and miniature circuit breakers, TV socket, broadband point.

## **Telephone wiring**

Central distribution console networked with all Apartments

## **Exterior**

Latest weatherproof exterior finish.

**Lift Facia**

Laminate with Granite

**Lift Lobby**

Vitrified Tiles

**SCHEDULE 'E'**

(Common Areas Of the Real Estate Project)

**(Which Are Part Of the Real Estate Project)**

<ul style="list-style-type: none"><li>• Entrance Lobby at the ground level of the Said Block/Building</li></ul>	<ul style="list-style-type: none"><li>• Lobbies on all floors and staircase(s) of the Said Block/Building</li></ul>
<ul style="list-style-type: none"><li>• Lift machine room(s) and lift well(s) of the Said Block/Building</li></ul>	<ul style="list-style-type: none"><li>• Water reservoirs/tanks of the Said Block/Building</li></ul>
<ul style="list-style-type: none"><li>• Water supply pipeline in the Said Block/ Building (save those inside any Apartment)</li></ul>	<ul style="list-style-type: none"><li>• Drainage and sewage pipeline in the Said Block/Building (save those inside any Apartment)</li></ul>
<ul style="list-style-type: none"><li>• Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Block/Building</li></ul>	<ul style="list-style-type: none"><li>• Electricity meter(s) for common installations and space for their installation</li></ul>
<ul style="list-style-type: none"><li>• Intercom Network in the Said Block/Building</li></ul>	<ul style="list-style-type: none"><li>• Network of Cable TV/DTH in the Said Block/ Building, if any</li></ul>
<ul style="list-style-type: none"><li>• Broadband connection in the Said Block/Building, if any</li></ul>	<ul style="list-style-type: none"><li>• Fire fighting system in the Said Block/Building</li></ul>
<ul style="list-style-type: none"><li>• Lift(s) and allied machineries in the Said Block/ Building</li></ul>	<ul style="list-style-type: none"><li>• External walls of the Said Block/Building</li></ul>
<ul style="list-style-type: none"><li>• Common Roof</li></ul>	<ul style="list-style-type: none"><li>• Stair Room</li></ul>
<ul style="list-style-type: none"><li>• CCTV</li></ul>	<ul style="list-style-type: none"><li>•</li></ul>

## SCHEDULE 'F'

### (Whole Project Included Amenities)

*( Being description of the common areas, facilities and amenities in the Whole Project that may be usable by the Allottees on a non-exclusive basis along with Allottees/s/occupants in the Whole Project)*

Sr. No.	Whole Project Included Amenities
1.	Club
2.	Driveways, fire tender paths, walkways and landscaped green areas
3.	Central drainage & sewage pipeline and central water supply pipeline
4.	Sky Walk and all areas/spaces for convenient access to the Sky Walk
5.	All other areas, facilities and amenities for common use and enjoyment of Said Complex

## SCHEDULE 'G'

### (Covenants)

The Allottees covenants with the Promoter (which expression includes the body of apartment holders of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 (“**Association**”), wherever applicable) and admits and accepts that:

1. **Satisfaction of Allottees:** The Allottees are acquainted with, fully aware of and is thoroughly satisfied about the title of the right and entitlement of the Promoter, the sanctioned plans, all the background papers, the right of the Owners and the Promoter to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Allottees and the negative covenants mentioned in this Agreement and the Allottees hereby accepts the same and shall not raise any objection with regard thereto.

2. **Allottees Aware of and Satisfied with Common Areas and Specifications:** The Allottees, upon full satisfaction and with complete knowledge of the Common Areas (described in **Schedule E** above) and Specifications (described in **Schedule D** above) and all other ancillary matters, is entering into this Agreement. The Allottees has examined and is acquainted with the Said Complex and has agreed that the Allottees shall neither have nor shall claim any right over any portion of the Said Block/Building and/or the Said Complex and/or the Larger Property and/or the Whole Project **save and except** the Said Apartment And Appurtenances.

3. **Facility Manager:** The Promoter shall hand over management and upkeep of all Common Areas to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the common areas of the Said Complex (2) the Facility Manager shall levy and collect the common expenses/maintenance charges (3) the Allottees shall be bound to pay the common expenses/maintenance charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottees and it shall be deemed that the Facility Manager is rendering the

services to the Allottees for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Facility Manager and (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the Allottees of the Said Complex/Whole Project.

**4. Allottees to Mutate and Pay Rates & Taxes:** The Allottees shall (1) pay the *Khazna* and Statutory Tax, Municipal Taxes, surcharge, levies, cess, lease premium, rent etc. (collectively “**Rates & Taxes**”) (proportionately for the Said Block/Building and/or the Said Complex and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Allottees, on the basis of the bills to be raised by the Promoter/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottees in respect thereof **and** (2) have mutation completed at the earliest. The Allottees further admits and accepts that the Allottees shall not claim any deduction or abatement in the bills of the Promoter/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).

**5. Allottees to Pay Common Expenses/Maintenance Charges:** The Allottees shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottees in respect thereof. The Allottees further admits and accepts that (1) the Allottees shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

**6. Allottees to Pay Interest for Delay and/or Default:** The Allottees shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Allottees shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/the Facility Manager/the Association (upon formation), as the case may be. The Allottees also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottees and the Allottees shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.

**7. Promoter’s Charge/Lien:** The Promoter shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Allottees to the Promoter **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.

**8. No Obstruction by Allottees to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoter shall be entitled to construct further floors on and above the top

roof of the Said Block/Building and/or make other constructions elsewhere on the Said Complex and/or Whole Project and the Allottees shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottees due to and arising out of the said construction/developmental activity. The Allottees also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottees shall not raise any objection in any manner whatsoever with regard thereto.

**9. No Rights of or Obstruction by Allottees:** All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Promoter shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.

**10. Variable Nature of Land Share and Share In Common Portions:** The Allottees fully comprehends and accepts that (1) the Share In Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Block/Building/Real Estate Project (2) if the area of the Said Block/Building/Real Estate Project is recomputed by the Promoter, then the Share In Common Areas shall vary accordingly and proportionately and the Allottees shall not question any variation (including diminution) therein (3) the Allottees shall not demand any refund of the Total Price paid by the Allottees on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Allottees shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

**11. Allottees to Participate in Formation of Association and Apex Body:** The Allottees admits and accepts that the Allottees and other intending Allottees of apartments in the Said Complex shall form the Association and the Allottees shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex (“**Apex Body**”). The Allottees shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Allottees shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment holder will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Allottees further admits and accepts that the Allottees shall ensure and not object to the Association joining the Apex Body.

**12. Obligations of Allottees:** The Allottees shall:

(a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Block/Building, the Real Estate Project, the Whole Project and the Said Complex by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).



(b) **Observing Rules:** observe the rules framed from time to time by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Block/Building, the Real Estate Project, the Whole Project and the Said Complex.

(c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances and the Common Areas from the possession date.

(d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other apartment holders. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottees shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block/Building, the Project Property, and outside walls of the Said Block/ Building **save** in the manner indicated by the Promoter/the Facility Manager/the Association (upon formation). The Promoter shall endeavour to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Allottees.

(e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Allottees use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Promoter shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

(f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Block/Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Allottees makes any alterations/changes, the Allottees shall compensate the Promoter /the Association (upon formation) (as the case may be) as estimated by the Promoter /the Association (upon formation) for restoring it to its original state.

(g) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Block/Building. The Allottees shall not install any dish-antenna on the balcony and/or windows of the Said Block/Building and/or on any external part of the Said Block/Building and/or the roof thereof. The Allottees shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottees shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Allottees on the inner side of the doors and windows of the Said Apartment. The Allottees shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Allottees that no out-door units of split air-conditioners will be installed on the external walls of the Said Block/Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottees shall install the out-door unit of the same either inside the Allottees's own balcony or on common ledge provided for the same, in which case the out-door unit will

be installed only on such ledge and at no other place. The Allottees shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allottees accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

(h) **No Sub-Division:** not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.

(i) **No Changing Name:** not change/alter/modify the names of the Said Block/Building and the Said Complex from that mentioned in this Agreement.

(j) **Trade Mark Restriction:** not to use the name/mark *Siddha* in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever **save and except** for the purpose of address of the Said Apartment and if the Allottees does so, the Allottees shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of the mark *Siddha*.

(k) **No Nuisance and Disturbance:** not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Block/Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.

(l) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

(m) **No Obstruction to Promoter/Facility Manager /Association/ Apex Body:** not obstruct the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Block/Building and/or the Said Complex/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Block/Building/Said Complex/Whole Project/Project Property(excepting the Said Apartment and the Said Parking Space, if any).

(n) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.

(o) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.

(p) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefor.

(q) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any or the Common Areas.

(r) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.

(s) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/Said Block/Building/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Allottees from displaying a standardized name plate outside the main door of the Apartment.

(t) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.

(u) **No Installing Generator:** not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.

(v) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.

(w) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment.

(x) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Allottees and/or family members, invitees or servants of the Allottees, the Allottees shall compensate for the same.

(y) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Apartment.

(z) **Fire Safety and Air Conditioning Equipment:** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Allottees hereby understands and accepts that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Allottees shall not raise any objection in any manner whatsoever with regard thereto and further the Allottees hereby confirms that the Allottees shall not violate any terms of the statutory requirements/fire norms.

**12.1 Notification Regarding Letting/Transfer:** If the Allottees lets out or sells the Said Apartment And Appurtenances, the Allottees shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's/ Allottees address and telephone number. Further, prior to any sale and/or transfer of the Said Apartment And Appurtenances, the Allottees shall obtain a No Objection Certificate (**Maintenance NOC**) from the Facility Manager/the Association (upon formation)/the Apex Body (upon formation),

which shall only be issued to the Allottees after payment of all outstanding Common Expenses/Maintenance Charges, if any.

**12.2 No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Allottees has accepted the scheme of the Promoter to construct/develop the Said Complex/Whole Project in phases and to construct on other portions of the Larger Property/Proposed Adjoining Land and hence the Allottees has no objection to the continuance of construction in the other portions of the Larger Property/the Proposed Adjoining Land/the Said Complex, even after the date of possession notice. The Allottees shall not raise any objection to any inconvenience that may be suffered by the Allottees due to and arising out of the said construction/developmental activity.

**12.3 No Right in Other Areas:** Save and except as expressly mentioned in this Agreement, the Allottees shall not have any right in the other portions of the Larger Property/the Proposed Adjoining Land/the Said Complex and the Allottees shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the said other portions of the Larger Property/the Proposed Adjoining Land/the Said Complex.

**12.4 Roof Rights:** A demarcated portion of the top roof of the Said Block/Building shall remain common to all transferees of the Said Block/Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Block/Building shall belong to the Promoter with right of exclusive transfer and the Allottees specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Block/Building as aforesaid, the Promoter shall always have the right of further construction on the entirety of the top roof and the Allottees specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all transferees of the Said Block/Building.

**12.5 Hoardings:** The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Larger Property and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

**12.6 Transfer of Common Areas to Association:** Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of the applicable laws, the Common Areas and all deposits relating thereto and/or the land comprised in the Project Property and/or Larger Property or any part thereof are required and to be transferred to the Association (upon formation) of allottees, then the Promoter and/or the Transferor, as per their respective entitlements, shall be entitled to do so and the Allottee shall do all acts, deeds and things and sign, execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the allottees of the Project (including the Allottee herein) proportionately and the Promoter and/or

the Transferor shall not be liable therefor in any manner whatsoever and the Allottee and the other allottees shall keep the Promoter and the Transferor fully indemnified with regard thereto.

### 13. **Said Club:**

13.1 The Developer has decided to provide several amenities and facilities in a social and recreational club within the Said Complex ( **Said Club**), intended for use and enjoyment of all Allottees of the Whole Project and select outsiders as be determined by the Club Manager (defined below) at its sole discretion (collectively **Other Members**). It is clarified that (1) the decision of the Developer as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Allottees ( 2) the Other Members shall be given membership of the Said Club, on such terms and conditions as be decided by the Club Manager (defined below) at its sole discretion and the Allottees hereby unconditionally accepts the proposed usage of the Said Club by the other allottees of the Whole Project/Other Members and shall not, under any circumstances, raise any objection or hindrance to the other allottees of the Whole Project/Other Members using all or part of the amenities and facilities provided in the Said Club and (3) the criteria for admission/membership of the Other Members in the Said Club and the terms and conditions of their membership and rules and regulations governing their use of the Said Club and its facilities will be exclusively formulated by the Club Manager (defined below) before the Said Club is made operational.

13.2 **Membership Obligation of Allottees:** Membership of the Said Club being compulsory for all Allottees of the Whole Project, the Allottees (which expression, in the context of the Said Club, means only 1 (one) person if the number of Allottees/s under this Agreement is more than 1 (one), as be nominated *inter se* among the Allottees/s) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Agreement. The Allottees understands and accepts that ( 1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Club Manager (defined below)in due course and circulated to members before the Said Club is made operational (2) all members (including the Allottees) will be required to abide by these terms and conditions and rules and regulations **and**( 3) the acceptance by the Allottees of the club scheme shall be a condition precedent to completion of Sale of the Said Apartment And Appurtenances in terms of this Agreement.

13.3 **Membership Scheme of Said Club:** The Allottees understands and accepts that (1) membership of the Said Club shall be open only to the Allottees of the Whole Project/Said Complex and the Other Members (2) each apartment is entitled to 1 (one) membership, irrespective of the number of transferees of such apartment (3) Save and except for the Other Members, membership is open only to individuals (i.e. no corporate membership) and if the Allottees is a body corporate, it will be required to nominate 1 (one) occupier of the Said Flat, who, for all purposes, shall be treated as the member of the Said Club (4) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents (5) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (6) in the event of transfer of the Said Apartment, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force **and** ( 7) if an Allottees lets out his/her

apartment, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Allottees.

**13.4 Facilities of Said Club:** Notwithstanding anything contained in this Agreement, the Allottees understands and accepts that the Promoter shall have the sole rights and discretions in planning the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Promoter.

**13.5 Commencement of Operation of Said Club:** The Promoter reasonably expects that the Said Club shall be made operational after the entirety of the Said Complex/Whole Project is completed and made ready. The Allottees understands and accepts that the Completion Date of the Said Apartment has no connection and correlation with the Said Club becoming operational and the Allottees shall not raise any claim or objection in this regard.

**13.6 Club Manager:** The Allottees understands and accepts that the Said Club (at the sole discretion of the Developer) shall be managed and operated professionally through a club operation and management agency (**Club Manager**), to be exclusively engaged by the Developer, at its sole discretion. Notwithstanding formation of the Association and the Apex Body, the Club Manager shall at all times continue to look after the maintenance and running of the Said Club. The Allottees further understands and accepts that the Club Manager can only be changed and/or replaced at the sole discretion of the Promoter and the Allottees of the Said Complex/Other Members shall have no right to replace the Club Manager.

**13.7 Membership Fee, Security Deposit and Monthly Subscription:** The Allottees understands and accepts that (1) the Allottees does not have to pay any membership fee for membership of the Said Club as the Total Price includes the membership fee but future transferees of the Allottees may have to pay separate amounts towards membership fee (2) the Allottees may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Allottees will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Allottees resides at the Said Apartment, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Promoter and this shall be in addition to the Common Expenses/Maintenance Charges.

**13.8 User Charge:** The Allottees understands and accepts that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay by use basis and (2) the rate, **Schedule** etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.

**14. Nomination:** The Allottees admits and accepts that before the execution and registration of conveyance deed of the Said Apartment And Appurtenances, the Allottees will be entitled to nominate, assign and/or transfer the Allottees' right, title, interest and obligations under this Agreement on payment of 2% (two percent) of the market price prevailing at that time (to be determined by the Promoter) as nomination charge to the Promoter **subject to** the covenant by

the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the below mentioned conditions:

(a) The Allottees shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination.

(b) The Allottees shall obtain prior written permission of the Promoter and the Allottees and the nominee shall be bound to enter into a tripartite agreement with the Owners and the Promoter.

(c) The Allottees shall pay an additional legal fee of Rs.10,000/- (Rupees ten thousand) to the Promoter's legal advisors towards the tripartite Nomination Agreement and shall further pay to the Promoter a sum equivalent to 3 (three) months of Common Area Maintenance (CAM) Charges in advance prior to the nomination.

(d) Subject to the approval and acceptance of the Promoter **and subject to** the above conditions, the Allottees shall be entitled to nominate, assign and/or transfer the Allottees' right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

#### **SCHEDULE 'H'**

##### **(Common Expenses)**

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.

2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block/Building and the Said Complex and the road network, STP etc.

3. **Association:** Establishment and all other capital and operational expenses of the Association of Allottees.

4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.

5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any apartment) walls of the Said Block/Building] and the road network, STP etc.

6. **Operational:** All expenses for running and operating all machinery, equipment and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.

7. **Rates and Taxes:** *Khazna* and Statutory Tax, surcharge, Water Tax, Rent, Lease Premium and other levies in respect of the Said Block/Building and the Said Complex **save** those separately assessed on the Allottees.

8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.

9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipment and personnel, if any.

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

**Mormukut Griha Nirman Private Limited**  
**Mormukut Infrastructure Private Limited**  
**Mormukut Promoters Private Limited**  
**Alobha Enclave Private Limited**  
**Maryland Enclave Private Limited**  
**Unnati Sales Private Limited**  
**Digvijay Tieup Private Limited**  
**Gopalpriya Promoters Private Limited**  
**Banke Bihari Infradev Private Limited**  
**Bhalchandra Housing Private Limited**  
**Moneyfold Enclave Private Limited**  
**Mormukut Enclave Private Limited**  
**Entice Projects OPC Private Limited**  
**Aksharvani Commercial Private Limited**  
**Snowball Impex Private Limited**  
**Hazel Nirman Private Limited**  
**Scarlet Nirman Private Limited**

**Jadevine Niwas Private Limited**  
**Jograj Housing Private Limited**  
**Jograj Infracon Private Limited**  
**Kamlapati Housing Private Limited**  
**Kamlapati Promoters Private Limited**  
**Khatuwala Buildcon Private Limited**  
**Khatuwala Housing Private Limited**  
**Khatuwala Infracon Private Limited**  
**Khatuwala Infrastructure Private Limited**  
**Khatuwala Nirman Private Limited**  
**Khatuwala Realcon Private Limited**  
**Madhurashi Infra Private Limited**  
**Magnitude Constructions Private Limited**  
**Magnitude Developers Private Limited**  
**Magnitude Nirman Private Limited**  
**Magnitude Tower Private Limited**  
**Mahabala Infrastructure Private Limited**



<b>Gardenia Impex Private Limited</b>	<b>Mahatru Infra Private Limited</b>
<b>Cosmos Mansions Private Limited</b>	<b>Mangalnayak Business Private Limited</b>
<b>Laburnum Vinimay Private Limited</b>	<b>Maxtor Hirise Private Limited</b>
<b>Gilliflower Developers Private Limited</b>	<b>Megabyte Infracon Private Limited</b>
<b>Acanthus Estates Private Limited</b>	<b>Megabyte Realestate Private Limited</b>
<b>Amanat Traders Private Limited</b>	<b>Mini Realtors Private Limited</b>
<b>Bhairavkripa Impex Private Limited</b>	<b>Moneyfold Builders Private Limited</b>
<b>Gyaneshwar Promoters Private Limited</b>	<b>Moneyfold Complex Private Limited</b>
<b>Jograj Complex Private Limited</b>	<b>Moneyfold Housing Private Limited</b>
<b>Jograj Enclave Private Limited</b>	<b>Moredadi Merchants Private Limited</b>
<b>Jograj Projects Private Limited</b>	<b>Mormukut Housing Private Limited</b>
<b>Khatuwala Griha Nirman Private Limited</b>	<b>Mormukut Infracon Private Limited</b>
<b>Mackenzie Barter Private Limited</b>	<b>Mormukut Nirman Private Limited</b>
<b>Magnitude Realestate Private Limited</b>	<b>Mormukut Projects Private Limited</b>
<b>Raspberry Enclave Private Limited</b>	<b>Mormukut Real Estate Private Limited</b>
<b>Ricardia Vincom Private Limited</b>	<b>Mormukut Realtech Private Limited</b>
<b>Tangerime Villa Private Limited</b>	<b>Multifold Vinimay Private Limited</b>
<b>Tiffany Barter Private Limited</b>	<b>Ownstyle Sales Private Limited</b>
<b>Wisecrack Marketing Private Limited</b>	<b>Pacify Complex Private Limited</b>
<b>Siddha Real Estate Development Private Limited</b>	<b>Pacify Developers Private Limited</b>
<b>Aadharseela Dealers Private Limited</b>	<b>Pacify Enclave Private Limited</b>
<b>Aadharseela Tie Up Private Limited</b>	<b>Pacify Hirise Private Limited</b>
<b>Aadharseela Tower Private Limited</b>	<b>Pacify Housing Private Limited</b>
<b>Actpro Properties Private Limited</b>	<b>Pacify Infracon Private Limited</b>
<b>Acyumen Complex Private Limited</b>	<b>Pacify Nirman Private Limited</b>
<b>Acyumen Housing Private Limited</b>	<b>Pacify Properties Private Limited</b>
<b>Adimurti Enclave Private Limited</b>	<b>Pacify Realcon Private Limited</b>
<b>Adishakti Promoters Private Limited</b>	<b>Pacify Tower Private Limited</b>
<b>Advika Promoters Private Limited</b>	<b>Pansy Mercantile Private Limited</b>
<b>Agapetes Tradecom Private Limited</b>	<b>Paramount Trexim Private Limited</b>
<b>Amal Builders Private Limited</b>	<b>Parsley Barter Private Limited</b>
<b>Amal Infraventures Private Limited</b>	<b>Patkai Awas Private Limited</b>
<b>Amaltas Realtors Private Limited</b>	<b>Periwinkle Promoters Private Limited</b>
<b>Anumati Estates Private Limited</b>	<b>Polemonium Vanijya Private Limited</b>
<b>Apricot Barter Private Limited</b>	<b>Poppy Tradelink Private Limited</b>
<b>Aroha Tradelink Private Limited</b>	<b>Popstar Infrastructure Private Limited</b>
<b>Artview Distributors Private Limited</b>	<b>Popstar Realestate Private Limited</b>
<b>Avacado Mercantile Private Limited</b>	<b>Power Point Buildcon Private Limited</b>
<b>Average Buildcon Private Limited</b>	<b>Power Point Dealers Private Limited</b>
<b>Average Developers Private Limited</b>	<b>Power Point Reality Private Limited</b>
<b>Awesome Promoters Private Limited</b>	<b>Power Point Tie Up Private Limited</b>
<b>Badiberi Marketing Private Limited</b>	<b>Power Point Tracom Private Limited</b>
<b>Badiberi Trading Private Limited</b>	<b>Pradyumna Housing Private Limited</b>

<b>Baladeva Awasan Private Limited</b>	<b>Pradyumna Promoters Private Limited</b>
<b>Balin Promoters Private Limited</b>	<b>Pradyumna Realtors Private Limited</b>
<b>Banke Bihari Constractions Private Limited</b>	<b>Premio Traders Private Limited</b>
<b>Banke Bihari Griha Nirman Private Limited</b>	<b>Prunella Tradecom Private Limited</b>
<b>Banke Bihari Housing Private Limited</b>	<b>Recoup Tie Up Private Limited</b>
<b>Barberry Commotrade Private Limited</b>	<b>Relay Enclave Private Limited</b>
<b>Baviscon Infracon Private Limited</b>	<b>Reward Enclave Private Limited</b>
<b>Benibara Vanijya Private Limited</b>	<b>Riya Projects Private Limited</b>
<b>Bonneville Niwas Private Limited</b>	<b>Rosebud Commodeal Private Limited</b>
<b>Booster Realestate Private Limited</b>	<b>Round Heights Private Limited</b>
<b>Boronia Commosale Private Limited</b>	<b>Rover Complex Private Limited</b>
<b>Brightman Developer Private Limited</b>	<b>Rukmani Dealers Private Limited.</b>
<b>Brim Tie Up Private Limited</b>	<b>Samridhipurn Nirman Private Limited</b>
<b>Brim Vinimay Private Limited</b>	<b>Shaktidhar Complex Private Limited</b>
<b>Brisk Sales Private Limited</b>	<b>Shaktidhar Enclave Private Limited</b>
<b>Broad Vinimay Private Limited</b>	<b>Shivalik Infradevelopers Private Limited</b>
<b>Buglosse Nirman Private Limited</b>	<b>Siddha Projects Private Limited</b>
<b>Calycanthus Nirman Private Limited</b>	<b>Siddhidata Tie Up Private Limited</b>
<b>Camellia Barter Private Limited</b>	<b>Siddhidata Tracom Private Limited</b>
<b>Camerton Developers Private Limited</b>	<b>Smita Tradecom Private Limited</b>
<b>Camerton Highrise Private Limited</b>	<b>Snehsil Housing Private Limited</b>
<b>Camomile Tie Up Private Limited</b>	<b>Snehsil Promoters Private Limited</b>
<b>Candycane Properties Private Limited</b>	<b>Someshwara Complex Private Limited</b>
<b>Candytuft Enclave Private Limited</b>	<b>Someshwara Enclave Private Limited</b>
<b>Casuarina Nirman Private Limited</b>	<b>Someshwara Hirise Private Limited</b>
<b>Cattexa Realcom Private Limited</b>	<b>Someshwara Promoters Private Limited</b>
<b>Champagne Enclave Private Limited</b>	<b>Sophie Enclave Private Limited</b>
<b>Clematis Dealcom Private Limited</b>	<b>Steadfast Properties Private Limited</b>
<b>Copenhagen Dealers Private Limited</b>	<b>Sun View Infracon Private Limited</b>
<b>Cornsliek Enclave Private Limited</b>	<b>Surjalmata Developers Private Limited</b>
<b>Crossway Promoters Private Limited</b>	<b>Surjalmata Promoters Private Limited</b>
<b>Delphinium Projects Private Limited</b>	<b>Tejaswani Housing Private Limited</b>
<b>Dristi Infradevelopers Private Limited</b>	<b>Tejaswani Promoters Private Limited</b>
<b>Edelweiss Tie Up Private Limited</b>	<b>Token Sales Private Limited</b>
<b>Eyebright Heights Private Limited</b>	<b>Toronado Niwas Private Limited</b>
<b>Freesia Ventures Private Limited</b>	<b>Trilokpati Enclave Private Limited</b>
<b>Fujimum Enclave Private Limited</b>	<b>Trilokpati Nirman Private Limited</b>
<b>Galloway Vyapaar Private Limited</b>	<b>Tropex Vanijya Private Limited</b>
<b>Gladiolus Vinimay Private Limited</b>	<b>Udarkriti Niwas Private Limited</b>
<b>Goldenrod Vinimay Private Limited</b>	<b>Unwavering Constructions Private Limited</b>
<b>Goldensight Property Private Limited</b>	<b>Varca Commerce Private Limited</b>
<b>Gomphrena Properties Private Limited</b>	<b>Verbena Commotrade Private Limited</b>
<b>Gopalpriya Housing Private Limited</b>	<b>Viewtech Trading Private Limited</b>

**Gopalpriya Infracon Private Limited**  
**Gopalpriya Infrastructure Private Limited**  
**Greedom Vyapaar Private Limited**  
**Growfast Promoters Private Limited**  
**Gyaneshwar Housing Private Limited**  
**Gyaneshwar Nirman Private Limited**  
**Gyaneshwari Infratech Private Limited**  
**Hibiscus Barter Private Limited**  
**Honeysuckle Construction Private Limited**  
**Hosta Barter Private Limited**

**Vinca Commotrade Private Limited**  
**Vishwaraja Constructions Private Limited**  
**Vishwaraja Housing Private Limited**  
**Vishwaraja Infradev Private Limited**  
**Vishwaraja Promoters Private Limited**  
**Viviana Heights Private Limited.**  
**Vrajesh Ventures Private Limited**  
**Wonder Vyapaar Private Limited**  
**Yaduvir Builders Private Limited**  
**Yaduvir Traders Private Limited**

**Amal Agrawala**

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**Authorized Signatory/Constituted Attorney**

**[Owners]**

**Siddha Sphere LLP**

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**Authorized Signatory**

**[Promoter]**

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**Drafted By:**

**Advocate,**

**High Court at Calcutta**

**Witnesses:**

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Father's Name \_\_\_\_\_ Father's Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023**

**Between**

**Aadharseela Dealers Private Limited & Ors.**

**.... Owners**

**And**

**Siddha Sphere LLP**

**.... Promoter/Developer**

**And**

\_\_\_\_\_ **& Anr.**

**.... Buyers/Allottees**

**AGREEMENT**

**Apartment No. \_\_\_\_\_, \_\_\_\_\_ floor**

**Block/Building No. 11, CAPELLA**

**\_\_ ( ) \_\_\_\_\_ Park**

***Siddha Galaxia***

**SIDDHA SPHERE LLP**

*An. Botla*

~~Designated Partner~~ / Authorised Signatory