

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") is executed on this ____ day of _____, Two
Thousand and Twenty Three (2023);

BY AND BETWEEN

1. **IKKA INFRA PRIVATE LIMITED**, having **PAN AADC11899K**, having **CIN U45400WB2013PTC191425**, a Company incorporated under the Companies Act, 1956, having its registered office at 161/1, Mahatma Gandhi Road, 2nd Floor, Room No.41, Post Office Burrabazar, Police Station Jorasanko, Kolkata - 700 007,
2. **EPISTLE BUILDERS LLP**, [**PAN: AAHFE4634P**], having **LLPIN-AAN-6761**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
3. **IBEX ESTATES LLP**, [**PAN: AAHFI2975D**], having **LLPIN-AAN-4608**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
4. **IBEX HOUSING LLP**, [**PAN: AAHFI2974C**], having **LLPIN-AAN-4585**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
5. **IBEX GARDEN LLP**, [**PAN: AAHFI3579H**], having **LLPIN-AAN-6230**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
6. **IBEX INFRATECH LLP**, [**PAN: AAHFI3578G**], having **LLPIN-AAN-6436**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
7. **EPISTLE PROPERTIES LLP**, [**PAN: AAHFE4136E**], having **LLPIN-AAN-5488**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008,

having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,

8. **WHIPPET BUILDERS LLP, [PAN; AADFW0332N]**, having **LLPIN-AAN-4646**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
9. **EDAM INFRA TECH LLP,[PAN: AAHFE4633L]**, having **LLPIN-AAN-7797**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
10. **EDAM INFRA STATE LLP,[PAN: AAHFE3861E]**, having **LLPIN-AAN-4584**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
11. **VARAJ CONSTRUCTION PRIVATE LIMITED, [PAN: AADCE5414A]**, having CIN U45400WB2013PTC198616, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
12. **AYANNA INFRASTRUCTURE LLP,[PAN: ABIFA3949B]**, having **LLPIN AAI-9805**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
13. **ADVERT BUSINESS LLP, [PAN: ABIFA3947R]**, having **LLPIN AAI-9742**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,

14. **KAUSHAL COMMODITIES LLP,[PAN: AASF2303G]**, having LLPIN AAI-9933, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
15. **TRACKMAN MERCHANTS LLP,[PAN: AAMFT4008R]**, having LLPIN AAI-9770, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
16. **WALL STREET TRADING & CONSULTANCY LLP, [PAN: AACFW5752B]**, having LLPIN AAI-9745, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
17. **WAMIKA TOWER LLP, [PAN: AADFW0444R]**, having LLPIN-AAN-5306, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
18. **IDIKA TOWER LLP, [PAN: AAHFI3222R]**, having LLPIN-AAN-5489, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
19. **WAMIKA BUILDERS LLP, [PAN: AADFW0372Q]**, having LLPIN-AAN-4896, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
20. **WAMIKA COMPLEX LLP, [PAN: AADFW0371P]**, having LLPIN-AAN-4835, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,

21. **WAMIKA ENCLAVE LLP, [PAN: AADFW0443J]**, having **LLPIN-AAN-5299**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
22. **IDIKA BUILDCON LLP, [PAN: AAHFI3431L]**, having **LLPIN-AAN-4999**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
23. **IDIKA INFRA LLP, [PAN: AAHFI3167K]**, having **LLPIN-AAN-5333**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
24. **IDIKA DEVELOPERS LLP, [PAN: AAHFI3045C]**, having **LLPIN-AAN-4918**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
25. **WAMIKA INFRAPROJECTS LLP, [PAN: AADFW0373R]**, having **LLPIN-AAN-4919**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
26. **EESHVI CONSTRUCTION PRIVATE LIMITED, [PAN: AADCE3811B]**, having **CIN U45400WB2013PTC193668**, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,
27. **EVARAJ DEVELOPERS PRIVATE LIMITED, [PAN: AADCE5416C]**, having **CIN U45400WB2013PTC198615**, a Company incorporated under the Companies Act, 1956,

having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,

28. **REDLAND PROPERTIES PRIVATE LIMITED, [PAN: AAFCR9486D]**, having CIN U45400WB2012PTC182817, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,

29. **KYAL DEVELOPERS PRIVATE LIMITED, [PAN: AABCK3070E]**, having CIN U70109WB1995PTC076151, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,

30. **EKARAJ HOMES PRIVATE LIMITED, [PAN: AADCE4255B]**, having CIN U45400WB2013PTC195350, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026,

31. **EKARAJ DEVELOPERS LLP [PAN: AAGFE9673B]**, having LLPIN AAM-0669, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata -700 020,

32. **VIKAT INFRASTRUCTURE LLP [PAN: AAPFV9477K]**, having LLPIN AAL-3791, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata – 700 020,

33. **UPENDRA REALTORS LLP [PAN: AAFU3651G]**, having LLPIN AAL-3792, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008,

having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,

34. **NIRGUNA BUILDERS LLP [PAN: AAOFN8534C]**, having LLPIN AAL-2630, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata – 700 020,
35. **INDISPENSABLE INFRASTRUCTURE LLP [PAN: AAGFI7722M]**, having LLPIN AAL-2502, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata – 700 020,
36. **SANVIK REALPROJECTS LLP [PAN: ADNFS8127L]**, having LLPIN AAL-3790, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata – 700 020,
37. **MATASHREE INFRABUILDCON PRIVATE LIMITED [PAN: AAICM9923D]**, having CIN U70102WB2013PTC199157, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata – 700 020,
38. **HARA INFRASTRUCTURE LLP [PAN: AAKFH9239A]**, having LLPIN AAL-2500, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
39. **SHOOLIN DEVELOPERS LLP [PAN: ADNFS7854A]**, having LLPIN AAL-3719, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata – 700 020,

40. **SHOORA CITYDEVELOPERS LLP, [PAN: ADNFS8603B]**, having LLPIN AAK-9502, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata – 700 020,
41. **SKAN REALCON LLP [PAN: ADNFS7853H]**, having LLPIN AAL-3726, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata – 700 020,
42. **BANGBHUMI INFRAPROJECTS LLP, [PAN: AASFB8549B]**, having LLPIN AAL-3721, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
43. **JHILMIL REALTY PRIVATE LIMITED [PAN: AADCJ2243E]**, having CIN U70102WB2013PTC195359, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
44. **LAGAN INFRABUILD LLP [PAN: AAHFL3672L]**, having LLPIN AAL-3720, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
45. **SHIVMANGAL NIKETAN LLP [PAN: ADNFS7855B]**, having LLPIN AAL-4025, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
46. **GREENVIEW RESIDENCY PRIVATE LIMITED, [PAN: AAFCG4441F]**, having CIN U70102WB2013PTC195354, a Company incorporated under the Companies Act, 1956, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,

47. **KAILASHDHAM REAL ESTATE LLP, [PAN: AASF8751G]**, having LLPIN AAL-3865, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
48. **GIRIDHAN COMPLEX PRIVATE LIMITED, [PAN: AAFCG2160B]**, having CIN U70102WB2013PTC194043, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
49. **NITYANAND MERCHANTILE LIMITED, [PAN: AABCN3324N]**, having CIN U51900WB1985PLC112721, a Company incorporated under the Companies Act, 1956, having its registered office at 1002 E M Bypass, Front Block, Post Office Dhapa, Police Station Pragati Maidan, Kolkata - 700 105,
50. **KAMYABI DISTRIBUTORS PRIVATE LIMITED, [PAN: AADCK2371E]**, having CIN U51109WB2006PTC112109, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
51. **GREEN FIELD NIKETAN PRIVATE LIMITED, [PAN: AACCG8179K]**, having CIN U45200WB2007PTC113880, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
52. **VIRTUAL VANIJYA PRIVATE LIMITED, [PAN: AACCV6037F]**, having CIN U51109WB2007PTC112858, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
53. **SUMIT QUALITY MARBLES PRIVATE LIMITED, [PAN: AADCS6631D]**, having CIN U14101WB1996PTC081448, a Company incorporated under the Companies Act, 1956,

having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,

54. **SPANDAN ENCLAVE PRIVATE LIMITED, [PAN: AADC6445D]**, having CIN U70101WB1995PTC073182, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
55. **RAINBOW ENCLAVE PRIVATE LIMITED, [PAN: AABCR2114G]**, having CIN U70101WB1995PTC073425, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
56. **RISHI ENCLAVE PRIVATE LIMITED [PAN: AADCR2221C]**, having CIN U70101WB2005PTC106534, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
57. **SIDDHARTH ADVISORY SERVICES PRIVATE LIMITED [PAN: AAJCS5765L]**, having CIN U51109WB2005PTC106495, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
58. **KASAUTI VYAPAAR PRIVATE LIMITED [PAN: AACCK9206F]**, having CIN U51109WB2006PTC107781, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
59. **MAPLE VINCOM PRIVATE LIMITED, [PAN: AAF6M6890E]**, having CIN U51109WB2007PTC115850, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,

60. **NILRATAN VINCOM PRIVATE LIMITED, [PAN: AADCN1199D]**, having CIN U51109WB2008PTC128289, a Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
61. **CHARNOCK ESTATE PRIVATE LIMITED, [PAN: AACCC8833C]**, having CIN U70101WB2006PTC109937, a Company incorporated under the Companies Act, 1956, having its registered office at 1002 E M Bypass, Front Block, Post Office Dhapa, Police Station Pragati Maidan, Kolkata - 700 105,
62. **P S NIVAS & PROMOTING LLP, [PAN: AAVFP5049H]**, having LLPIN AAM-0214, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 12C, Chakaraberia Road (North), Post Office Lala Lajpat Rai Sarani, Police Station Ballygunge, Kolkata - 700 020,
63. **P S NIRMAN PRIVATE LIMITED, [PAN: AADCP5063G]**, having CIN U45201WB2004PTC097867, a Company incorporated under the Companies Act, 1956, having its registered office at 1002, E M Bypass, Front Block, Post Office Dhapa, Police Station Pragati Maidan, Kolkata - 700 105,
64. **EESHVI DEVELOPERS PRIVATE LIMITED, [PAN: AADCE3806E]**, having CIN U45400WB2013PTC193727, a Company incorporated under the Companies Act, 1956, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, Kolkata - 700 026
65. **SHIV RATAN KARNANI**, having PAN AEHPK5849N, Aadhaar 7476 9578 9456, having Mobile No.9903993955, by occupation Business, son of Suraj Mal Karnani, by Nationality Indian, by faith Hindu, residing at Jasmine 4A, New Alipore Residency, 45A Buroshibtalla Main Road, Post Office- Shahpur, Police Station- Behala, Kolkata 700 038,
66. **KANTA DEVI KARNANI**, having PAN AEHPK5830M, Aadhaar 4447 8591 4399, having Mobile No.9432230341, by occupation Housewife, wife of Shiv Ratan Karnani, by Nationality Indian, by faith Hindu, residing at Jasmine 4A, New Alipore Residency, 45A

Buroshibtalla Main Road, Post Office- Shahpur, Police Station- Behala, Kolkata 700 038,

67. **NITESH KARNANI**, having PAN AUVPK2991H, Aadhaar 5071 0454 0910, having Mobile No.9903958686, by occupation Business, son of Shiv Ratan Karnani, by Nationality Indian, by faith Hindu, residing at Jasmine 4A, New Alipore Residency, 45A Buroshibtalla Main Road, Post Office- Shahpur, Police Station- Behala, Kolkata 700 038,
68. **ANKITA KARNANI**, having PAN AWMPM3396F, Aadhaar 5080 0904 2130, having Mobile No.9830064866, by occupation Business, wife of Nitesh Karnani, by Nationality Indian, by faith Hindu, residing at Jasmine 4A, New Alipore Residency, 45A Buroshibtalla Main Road, Post Office- Shahpur, Police Station- Behala, Kolkata 700 038,
69. **NITESH KARNANI & SONS HUF**, having PAN AAJHN7780D, a Hindu Undivided Family, having its office at 18, Rabindra Sarani, Poddar Court, Gate No. 2, 6th Floor, Room No. 2, Post Office – GPO, Police Station – Hare Street, Kolkata 700001, represented by its Karta, **NITESH KARNANI**, having PAN AUVPK2991H, Aadhaar 5071 0454 0910, having Mobile No.9903958686, son of Shiv Ratan Karnani, residing at Jasmine 4A, New Alipore Residency, 45A Buroshibtalla Main Road, Post Office- Shahpur, Police Station- Behala, Kolkata 700 038,
70. **BISWANATH ACRES LLP**, having PAN AAVFB2082Q, having LLPIN AAP-7513,
71. **BISWANATH HOUSING LLP**, having PAN AAVFB2080N, having LLPIN AAP-7545,
72. **BISWANATH PROPERTY NIRMAAN LLP**, having PAN AAVFB2085K, having LLPIN AAP-7782
73. **BISWANATH PROPERTY DEVELOPERS LLP**, having PAN AAVFB2087M, having LLPIN AAP-7524,

Nos. 73 to 76 - all Limited Liability Partnership, having their registered office at 39, Kali Krishna Tagore Street, Post Office Burrabazar, Police Station Jorasanko, Kolkata 700 007,

74. **BISWANATH REALUNITY LLP**, having PAN AAVFB2077K, having LLPIN AAP-7528,

75. **BISWANATH NEEV NIRMAAN LLP**, having PAN AAVFB2088E, having LLPIN AAP-7523 and

76. **BISWANATH REALTORS LLP**, having PAN AAVFB2079H, having LLPIN AAP-7529,

Nos. 77 to 79 all Limited Liability Partnership, r having their registered office at 39, Kali Krishna Tagore Street, Post Office Burrabazar, Police Station Jorasanko, Kolkata 700 007,

all represented by their Constituted Attorney, **MR. KAMLESH GANDHI [Income Tax PAN AAZPG0492K] (Aadhar No.492630793995) [Mobile No.98362-99940]**, son of Late Himmat Lal Gandhi, residing at 'Citrus Clove', 278, Dakhin Kumarkhali, Block -IV, Flat 3G, 3rd floor, Police Station – Sonarpur, Post Office- Narendrapur, Kolkata – 700 103, duly appointed by the Powers of Attorney dated 20th January, 2020 and 22nd January, 2020, both registered with the District Sub-Registrar III, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2020, Pages 7712 to 7790, Being No. 160300216 for the year 2020, and Book No. I, Volume No. 1603-2020, Pages 9447 to 9486, Being No. 160300287 for the year 2020, respectively, all hereinafter collectively referred to as the "**OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include, so far as the companies are concerned, their respective successor or successors-in-interest and/or permitted assigns, and insofar as the limited liability partnerships are concerned, their respective partners for the time being and such other person or persons as may be admitted as partners thereof from time to time and their respective heirs, executors, administrators, legal representatives and/or assigns, and insofar as the individuals are concerned, their respective heirs, executors, administrators, legal representatives and/or assigns, and insofar as the Hindu Undivided Family is concerned, their members for the time being and such other person or persons who may become a member thereof from time to time and their respective heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**;

AND

PS VINAYAK HOMES LLP , [PAN AACFW2320H], having LLPIN AAF-7400, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 1002, E M Bypass, Front Block, Post Office – Dhapa, Police Station Pragati Maidan, Kolkata – 700 105, represented by **MR. KAMLESH GANDHI** [Income Tax PAN AAZPG0492K] (Aadhar No.492630793995) [Mobile No.98362-99940], son of Late Himmat Lal Gandhi, residing at ‘Citrus Clove’, 278, Dakhin Kumarkhali, Block -IV, Flat 3G, 3rd floor, Police Station – Sonarpur, Post Office- Narendrapur, Kolkata – 700 103, hereinafter referred to as the **“PROMOTER”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their partners for the time being and such other person or persons as may be admitted as partners thereof from time to time and their respective heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART;**

AND

_____ [Income Tax PAN _____] [Aadhar No. _____] [Mobile No. _____], son of /wife of/daughter of _____ residing at _____, Police Station – _____, Post Office – _____, hereinafter referred to as the **“Purchaser”**, (which expression shall unless repugnant to the context or meaning thereof mean and include his/her heirs, representatives, successors-in-interest, executors and/or permitted assigns) of the **THIRD PART:**

The Owners, Promoter and Allottee shall hereinafter collectively be referred to as the **“Parties”** and individually as a **“Party”**.

For the purpose of this Agreement for Sale, unless the context otherwise requires.

- a) **“Act”** means the Real Estate(Regulation and Development) Act , 2016;
- b) **“Appropriate Government”** means the State Government;
- c) **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021.
- d) **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016.
- e) **“Section”** means a section of the Act.

WHEREAS:

- A. The Owners are the absolute and lawful owners of the property more fully described in **Part – I** of the **First Schedule** hereto which was purchased by the Owners from time to time (hereinafter referred to as “the **Project Land**”).
- B. The particulars of the title of the Project Land are more fully described in **Part – II** of the **First Schedule** hereto (hereinafter referred to as “the **Devolution of Title**”).
- C. The Owners and the Promoter have entered into two Joint Development Agreements dated 15th January, 2020 and 22nd January, 2020 and both registered with the District Sub-Registrar III, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2020, Pages 7382 to 7478, Being No. 160300201 for the year 2020, and Book No. I, Volume No. 1603-2020, Pages 9392 to 9446, Being No. 160300286 for the year 2020, respectively (hereinafter referred to as “the **said Joint Development Agreements**”) for development of a real estate project on the Project Land.
- D. The Owners have also granted two Powers of Attorney dated 20th January, 2020 and 22nd January, 2020 to the Promoter (hereinafter referred to as “the **said Powers of Attorney**”) to act in their place and stead and to represent them in all matters and purposes concerning the said Project. The said two Powers of Attorney dated 20th January, 2020 and 22nd January, 2020 have been registered with the District Sub-Registrar III, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2020, Pages 7712 to 7790, Being No. 160300216 for the year 2020, and Book No. I, Volume No. 1603-2020, Pages 9447 to 9486, Being No. 160300287 for the year 2020, respectively.
- E. The Project Land is intended for the purpose of development of an integrated housing project thereon, presently proposed to be named as “**Navyom**”, comprising residential apartments, other spaces and common areas intended to be constructed in two phases (“**Project**”).
- F. The Promoter has caused a plan to be sanctioned by the Kolkata Municipal Corporation, being B.S. No. 2019130116 dated 21.09.2019 and thereafter caused to modify the plan (“**Plan**” which includes all modification of the plan), for construction of a total of 10 (Ten) towers being Tower Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10 on the Project Land out of which the Promoter has commenced at the first instance construction and marketing of residential apartments and other spaces comprised in and forming part of Tower Nos. 1, 2, 3, 4, 5 & 6, which the Owners and the Promoter have declared to be the first phase (“**Phase I**” / “**First Phase**”) of the Project. Simultaneously, the Promoter has also commenced the construction and marketing of

residential apartments and other spaces comprised in and forming part of Towers 7,8,9&10 on the portion of land demarcated out of the Project Land ("**Phase II Land**" / "**Said Land**"), more particularly mentioned and described in the **Second Schedule** hereto, which the Owners and the Promoter have declared to be the second phase of the Project ("**said Phase**" / "**Phase II**").

- G. The Promoter is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land or on part thereof on which Project is to be constructed.
- H. The Kolkata Municipal Corporation has granted the Building Permit No. 2019130116 to develop the Project vide approval dated 21.09.2019.
- I. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, from Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- J. The Promoter has not been able to register the said Phase / Phase II of the Project under the provisions of the Act as the competent authority / Real Estate Regulatory Authority under the Act and the Rules has not yet been set up and made functional, which the Allottee states and confirms that they are completely aware of the same and the Allottee agrees not to dispute such non-registration of the said Phase.
- K. Pursuant to Section 233 of the Companies Act, 2013 and Rule 25(5) of Companies (Compromise, Arrangement & Amalgamations) Rules, 2016 filed Before the National Company Law Tribunal, Kolkata Bench an order dated 8th day of July 2022 was passed whereby **(1) Allworth Tradecom Private Limited (2) Divyajyoti Properties Private Limited and (3) Zircon Dealers Private Limited** have amalgamated with **KYAL DEVELOPERS PRIVATE LIMITED**. (Owner No. 29 herein) and as such all right or title or interest upon all such movable or immovable properties of the said (1) Allworth Tradecom Private Limited (2) Divyajyoti Properties Private Limited and (3) Zircon Dealers Private Limited stood vested in **KYAL DEVELOPERS PRIVATE LIMITED**. (Owner No. 29 herein)
- L. The Allottee has applied for allotment of an apartment in the Project vide application No. [■] dated [■] and has been allotted Apartment No. [■] having carpet area of [■]

square feet, and Exclusive Balcony/Verandah/Open Terrace Area Or "EBVT Area", if any, having area of 70 square feet aggregating to Net Area of 1582 square feet:

AREA	Sq.Ft
Carpet Area of Unit+ Servant Quarter	1512
EBVT Area	70
Net Area = (Carpet Area of Unit + EBVT Area)	1582

Type - '___' BHK- ____, on the [■] floor in /Tower/block/building No. [■] ("**Building**") along with [■] garage/covered parking space bearing No. [■] admeasuring 135 square feet in the _____, and of pro-rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Apartment**"), morefully mentioned in **Part – I** of the **Third Schedule** hereto, to be developed in accordance with the Specifications as mentioned in **Part – II** of the **Third Schedule** hereto and of pro-rata share in the common areas of the said Phase together with the right to enjoy the Common Areas, Amenities and Facilities of the said Phase (**Phase Common Areas, Amenities and Facilities**), morefully mentioned in **Part – I** of the **Fourth Schedule** hereto, along with the right to use the Common Areas, Amenities and Facilities for the whole Project in common with other owner and/or occupiers of Phase I of the Project and as and when the same are constructed or made ready and fit for use (**Project Common Areas, Amenities and Facilities**), morefully mentioned in **Part – II** of the **Fourth Schedule** hereto.

- M. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- N. The Allottee has been made expressly aware and after considering what has been disclosed to the Allottee by the Promoter and the Owners, including as aforesaid, the Allottee has, after taking independent legal advice in respect thereof, agreed that his/her/its right to enjoy the Phase Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities shall always be subject to a permanent right of easement of and use and access by the owners and occupants of the First Phase of the Project with whom all such common areas, amenities and facilities, both of the said Phase and the Project, will be shared. The Allottee has also

been made aware of and agrees that the Promoter, the Owners and the owners and occupiers of the First Phase shall also be entitled to the Project Land and all benefits arising therefrom including the right to access of the said Phase through the roads paths and passages of the said Phase comprised in the Project and/or through the Project Land to which the Allottee also expressly agrees.

- O. The Allottee has been made aware and has unconditionally agrees that the owners and occupants of apartments of both the Phases of the Project shall have complete and unhindered access to all Common Areas, Amenities and Facilities in either Phases of the Project which are meant and/or allowed by the Promoter for common use and enjoyment by all such parties who shall be entitled to enjoy all such common amenities and facilities of the Project in common with each other and which are so intended by the Promoter for use of the occupants of other parts/phases of the Project (**Common Areas, Amenities and Facilities**).
- P. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owners and the Promoter hereby agree to sell and transfer their right title and interest in the said Apartment together with right to use the Phase Common Areas Amenities and Facilities and the right to enjoy all Common Areas, Amenities and Facilities of the Project (as and when ready) to the Allottee and the Allottee hereby agrees to purchase the said Apartment subject to and on the terms and conditions contained in this Agreement (including those contained in the recitals above). The Common Areas Amenities and Facilities of the Project (including the Allottee pro-rata undivided indivisible impartible and variable share therein) shall be conveyed and transferred separately to the Association of the allottees of the Project after grant of the Completion Certificate by the Kolkata Municipal Corporation in respect of the Project as per applicable laws. The Allottee hereby in this regard agrees to bear and pay the proportionate costs and expenses in respect of such transfer, including registration of the deed of conveyance / transfer which may be executed by the Owners and the Promoter in favour of the Association of the allottees in respect of the Common Areas Amenities and Facilities, as aforesaid.
- Q. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.
- R. 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.

5. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owners and the Promoter hereby agree to sell and the Allottee hereby agrees to purchase the said Apartment and the garage/covered parking (if applicable) as specified in para K above.

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:**

Subject to the terms and conditions as detailed in this Agreement, the Owners and the Promoter agree to sell to the Allottee and the Allottee hereby agrees to purchase the said Apartment and the garage/covered parking (if applicable) as specified in recital K above.

The Total Price for the said Apartment based on the carpet area is Rs. ____ /- (Rupees _____ only) ("**Total Price**"):

Building/Block/Tower No. _____ Apartment No. _____ Type _____, Floor _____	Rate of Apartment per square feet
Cost of apartment	
Cost of exclusive balcony or verandah areas	
Floor Escalation Charges	
Preferential location charges	
Cost of exclusive open terrace areas	
Garage/Covered/Open/Podium (basement, ground, first floor) Parking –	
Consideration for the Apartment	
Taxes (GST) on Consideration for the Apartment	As applicable
Extras Charges & Deposits	
Taxes (GST) on Consideration for the	As applicable

Apartment	
Extras Charges & Deposits	
CESC Transformer Charges	On Actual
CESC Security Charges	On Actual (for electric meter)
Generator Connection	INR
Sinking Fund	INR
Municipality Deposit	INR
Legal Charges	INR
Maintenance Deposit	INR for 12 months or On Actual whichever is higher
Association Formation Fees	INR 10,000/-
Club DEVELOPMENT charges	INR
Club maintenance Deposit	INR.
VRV AC System Charges (both indoor And outdoor)	INR
Incidental Charges	At the time of Sale Agreement Registration : INR 7,000/- At the time of Conveyance Deed Registration : INR 10,000/-
Taxes (GST) on Extras Charges & Deposits	As applicable
Total price (in Rupees)	INR _____/- + INR _____ + on Actuals + GST as applicable

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment.
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, GST, CGST and if any as per law, Cess or any other similar taxes which may be levied in connection with the construction of the Project payable by the Promoter) upto the date of handing over the possession of the said Apartment.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased / reduced based on such change / modification.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30(thirty) days from the day of such written intimation. In addition, the Promoter shall provide to the Allottee 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 includes (1)pro rata share in Common Areas, Amenities and Facilities; and(2) _____garage(s)/closed Parking(s) as provided in the Agreement.
- (v) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

The Allottee shall make the payment as per the payment plan set out in **Fifth Schedule** ("**Payment Plan**").

- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at such rates and in such manner, as may be solely decided by the Promoter, for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an allottee 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 and the nature of fixtures, fittings and amenities described in respect of the Apartment or building, as described in **Part II** of the **Third Schedule** hereunder, without previous written consent of the Allottee. Provided That the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy or 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 Apartment 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 Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than 3 (three) percent of the carpet area of the Apartment, allotted to Allottee, the Promoter may demand the increased amount from the Allottee as per the next milestone of the Payment Plan as provided in **Fifth Schedule**. All these monetary adjustments shall be made at the same rate per square foot as agreed in para 1.2 of this Agreement.
- 1.8 The Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment/plot as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment/plot;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas in the Project. Since the share / interest of the Allottee in the said Common Areas is undivided and cannot be divided or separated, the Allottees shall use the Common Areas along with the other occupants, maintenance staff, etc. of Phase I, without causing any inconvenience or hindrance to him. Further, the right of the Allottees to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges, as applicable. It is clarified that the Promoter shall hand over the said Common Areas of the Project to the association of allottees, after duly obtaining the completion certificate from the competent authority, as provided in the Act.
 - (iii) That the computation of the Total Price of the said Apartment includes of price of land, construction of not only the Apartment but also the Common Areas, Amenities and Facilities, internal development charges, external development charges, taxes, costs of providing electric wiring, electrical connectivity to the Apartment, lift, waterline and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

- (iv) The Allottees have the right to visit the project site to assess the extent of development of the Project and his/her/its Apartment, as the case may at the discretion of the Promoter.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with the [■] garage / covered parking space together with one (1) Servant Quarter shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project covering the Said Land and is not part of any other project or zone and shall not form a part of and /or linked except for proposed sharing of infrastructure, common areas, facilities and amenities of the said Phase (being Phase II) with the First Phase (being Phase I) and vice-versa and an easementary right being granted therein to the owners and occupants of the First Phase. The said Phase is an independent, self-contained project covering the Phase Land 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 Allottee. It is clarified that all the Common Areas, Amenities and Facilities shall be available only for use and enjoyment of the Allottee of the said Phase along with the allottees of the FirstPhase.
- 1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the Apartment to the allottees, which it has collected from the allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, 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 outgoing 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 outgoing 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 therefor by such authority or person.
- 1.11 The Allottee has paid a sum of Rs. ___/- [■] (Rupees [■] only) as booking amount being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Promoter hereby acknowledges, and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the

Payment Plan [**FIFTH SCHEDULE**] as may be demanded by the Promoter within the time and in the manner specified therein.

Provided That if the Allottee delays in payment towards any amount which is payable, they shall be liable to it shall be liable to pay interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**FifthSchedule**] through A/c Payee cheque / demand draft / bankers cheque or online payment (as applicable) in favour of the Promoter "PS VINAYAK HOMES LLP – NAVYOM COLLECTION A/C" payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, 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/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her/its part to comply with the applicable guidelines issued by the Reserve of Bank of India, they 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 para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any

Allottee 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 Allottee only.

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

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

5. **TIME IS ESSENCE:**

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said Phase and the Phase Common Areas, Amenities and Facilities, as disclosed, and towards handing over the Apartment to the Allottee. The Project Common Areas, Amenities and Facilities shall be completed only upon completion of the whole Project and the Phase Common Areas, Amenities and Facilities shall be completed by the Promoter before handing over of possession of the Apartment to the Allottee. Similarly, the Allottee shall make the timely payments and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Fifth Schedule ("Payment Plan")**.

6. **CONSTRUCTION OF THE PROJECT/ PHASE/APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/Plot and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the said Phase in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, F.A.R. and density norms and provisions prescribed by the Kolkata Municipal Corporation and shall not have an option to make any variation/alteration/modification in such plans, 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.

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 Apartment to the Allottee, and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete Phase Common Areas with all specifications, amenities and facilities of the Project in place on 1st September 2025 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 ("**Force Majeure**"). If however, the completion of the said Phase is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoter shall be entitled to 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 Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the said Phase due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allotment within 45 (forty five) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that they 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.
- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy / completion certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree to pay the maintenance charges for the Common Areas as determined by the Promoter / Association of allottees or as the case may be, after the issuance of the completion certificate for the said Phase of the Project. The Promoter on its behalf shall offer the possession to the Allottee in writing within 20 (twenty) days of receiving the occupancy certificate of the Project, as the case may be, to the Allottee.

- 7.3 **Failure of Allottee to take Possession of Apartment**– Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the 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 Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, the Allottee shall continue to be liable to pay maintenance charges and other outgoings, rates and taxes in accordance with this Agreement from such date as notified in the Possession Notice (**Deemed Possession**).
- 7.4 **Possession by the Allottee** – After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, Amenities and Facilities, to the Association of allottees, as per the local laws. That, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including all Common Areas, Amenities and Facilities to the Association of allottees within 30 (thirty) days after obtaining the completion certificate of the whole Project. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter / Association of allottees, as the case may be, after the issuance of the completion certificate for the said Phase of the Project. The Promoter shall hand over copy of the occupancy certificate to the Allottee at the time of conveyance of the said Apartment.
- 7.5 **Cancellation by Allottee** — The Allottee shall have the right to cancel/ withdraw his/her/its allotment in the Project, as provided in the Act:
Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment plus applicable taxes. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.
- 7.6 **Compensation** — The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land on which the 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 Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 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 Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India within 45 (forty-five) days of it becoming due. Provided That where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the Said Phase; the requisite rights to carry out development upon the said Phase Land and has absolute, actual, physical and legal possession of the said Phase Land for the said Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Said Phase;
- (iii) There are no encumbrances upon the said Land, and/or the Project;
- (iv) There are no litigations pending before any court of law or authority with respect to the said Land/Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and 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 Phase, Project, said Land, Building and Apartment and the Common Areas;
- (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 Allottee created herein, may be prejudicially affected;

- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the said Phase/Project and the said Apartment which will, in any manner, affect the rights of the Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee 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 Apartment to the Allottee and the Common Areas, Amenities and Facilities of the Project to the Association of allottees or the competent authority, as the case may be, after the completion of the Project.
- (x) The said Apartment 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 Apartment;
- (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 Phase to the competent authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be.
- (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 said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- (xiii) The Property is not Waqf Property.

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 Allottee within the time period specified. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition, which is complete in all respects.

- (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 thereunder.

9.2 In case of default by Promoter under the conditions listed above, the Allottee are entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest: or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee to the Promoter under any head whatsoever towards the purchase of the Apartment, along with interest at the rate along with interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum within 45 (forty-five) days of receiving the termination notice.

Provided That where an Allottee does not intend to withdraw from the Project or terminate the Agreement, they shall be paid by the Promoter, interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

9.3 The Allottee shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India;
- (ii) In case of default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided That the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

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

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under this Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate of the Said Phase, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her/its favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies /penalties imposed by the competent authority(ies).

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

The Promoter shall be responsible to provide and maintain essential services in the Said Phase till the taking over of the maintenance of the Project by the association of allottees upon the issuance of partial completion certificate of the Said Phase. The cost of such maintenance has been included in the Total Price of the Apartment.

The maintenance for 12 (twelve) months on account of Maintenance Deposit has been included in the Total Price of the Apartment however, the Allottee undertake to make necessary monthly payments of maintenance charges as and when demanded by the Promoter after obtaining the partial completion certificate of the said Phase. In the event the Allottee fails to pay such maintenance charges, then the Promoter shall be at liberty to appropriate such amount from the Maintenance Deposit/ Sinking Fund, as envisaged in clause 34.6 herein below. Further, such deposit shall be refunded on quarterly basis after receipt of upto date maintenance charges from the Allottee. The Association shall be formed within a period of 12 (twelve) months from the date of Completion Certificate for the whole Project. In case the formation of the Association is delayed beyond the said period, the Promoter shall provide and maintain the essential services in the said Phase till the Association is formed and the said Phase is handed over to the Association and the Allottee shall be liable to pay to the Promoter the charges for such maintenance as fixed by the Promoter at actuals.

12. **DEFECT LIABILITY:**

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 Allottee from the date of handing over possession, 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 Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTAINENCE CHARGES

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her/its right to the use of Common Areas, garages/covered parking spaces shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performed by the Allottee of all his/her/its obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

15. USAGE:

Use of basement and service areas:

The basement(s) and service areas, if any, as located within the Phase, shall be earmarked for purposes such as parking spaces and services including but not limited to electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment, etc. and other permitted uses as per sanctioned plans. The Allottee 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 Allottee for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

16.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the 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 Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter, etc. of the Building is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that they would not put any signboard, nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Phase and/or the Project, or any other buildings therein or the Common Areas. The Allottee 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 Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

16.3 The Allottee shall plan and distribute his/her/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 Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The parties are entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the said Phase and the Project in particular. That the Allottee hereby undertakes that they shall comply with and carry out, from time to time and after they have taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Apartment at his/her/its own cost.

18. **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the said Phase after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the said 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 Allottee who has taken or agreed to take such Apartment.

20. **APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter will show compliance of various laws/regulations as applicable in West Bengal.

21. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee 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 Allottee, and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee 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 Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. **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, as the case may be.

23. **RIGHT TO AMEND:**

This Agreement may only be amended by written consent of the Parties.

24. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / 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 will go along with the Apartment for all intents and purposes.

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

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 Allottee in not making payments as per the Payment Plan in **Fifth Schedule** hereto including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedence and/or binding on the Promoter to exercise such discretion in the case of other allottees.

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.

26. **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.

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

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

28. **FURTHER ASSURANCES:**

All 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.

29. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Owners and the Promoter through their authorized signatories at the Promoter's office or at some other place which may be mutually agreed between the Owners, the Promoter and the Allottee, in the city of Kolkata after the Agreement is duly executed by the Allottee, the Owners and the Promoter, or simultaneously with the execution, the said Agreement shall have been registered at the office of the Sub-Registrar or District Registrar or any Registrar of Assurances having jurisdiction to accept the said Agreement for registration. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. **NOTICES:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addresses specified below:

In case of Allottee:

At the address mentioned first above.

In case of Promoter:

At _____,

_____ (Promoter Address)

It shall be the duty of the Allottee 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 Allottee, as the case may be.

31. JOINT ALLOTTEES:

That in case there are joint allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by them which shall for all intents and purposes to consider as properly served on all the allottees.

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the said Apartment prior to the execution and registration of this Agreement for Sale shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules and regulations made thereunder.

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 through the Authority appointed under the Act.

34. OTHER TERMS AND CONDITIONS

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, this Agreement shall be subject to the following other terms conditions and covenants on the part of the Owners, Promoter and Allottee to be respectively paid observed and performed, as the case may be (it being clarified that in the event of any inconsistency or contradictions in the clauses abovementioned and those contained hereinafter, the provisions of the clauses contained in this clause 34 and its sub-clauses hereinafter contained shall prevail).

34.1A THE RIGHT OF THE ALLOTTEE IN THE APARTMENT AND THE COMMON AREA

- a. The rights of the Allottee are limited to ownership of the said Apartment and the right to use the Common Areas, Amenities and Facilities of the Project

together with the Phase Common Areas, Amenities and Facilities, and the Allottee hereby accepts the same and agrees not to, under any circumstances, raise any claim, of ownership, contrary to the above.

- b. The Allottee agree(s) that they are aware that the Promoter is developing in due course, other phase of the Project being Phase I, whose occupants will use the same Common Areas, Amenities and Facilities of the Project together with the Phase Common Areas, Amenities and Facilities and installations.
- c. The Project Common Areas, Amenities and Facilities shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Promoter to accommodate future plans of development of other parts or phase of the Project and the Allottee hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have hereby granted an unconditional approval and consent to such change in all such Common Areas, Amenities and Facilities.
- d. The Allottee shall only have user rights in the Phase Common Areas and the Project Common Areas, Amenities and Facilities as also in other common areas to the extent required for beneficial use and enjoyment of the said Apartment, which the Allottee hereby accepts and agrees that the Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the said Phase and/or Project Common Areas, Amenities and Facilities and/or other common areas of the Project.

34.1B Failure of Allottee to take possession of Apartment: In case the Allottee fails to take possession of the said Apartment within the time provided in para 7.2 above or as mentioned in the Possession Notice, then the Allottee shall be liable to pay maintenance charges as specified in para 7.2 from such date as notified in the Possession Notice (Deemed Possession) and also pay demurrage charges to the Promoter at the rate of Rs.5,000/- (Rupees Five Thousand only) per month or part thereof from the expiry of the time mentioned in the possession letter till such time the Allottee takes possession of the said Apartment. If the Allottee fails to pay the maintenance charges from the Possession Date, in that event the Promoter shall adjust the said maintenance charges from the Maintenance Deposit.

34.2 RAISING OF FINANCE BY PROMOTER

It is also made known to the Allottee that the Promoter has taken or intends to take a loan from bank(s)/financial institution(s) against security of the Said Land and the constructions having already been made and/or being made. The Promoter shall cause the said bank(s)/financial institution(s), if necessary, to issue no objection letter in favour of the Allottee to enable the Allottee to take loan from any bank or financial institution for financing the purchase of the Apartment and the Promoter further undertakes that the Promoter shall cause the said bank(s)/financial institution(s) to release the Apartment from the mortgage created by the Promoter on or before the Promoter executing the Deed of Conveyance of the Apartment in favour of the Allottee and the Allottee will get the title of the Apartment free from all encumbrances.

34.3 CANCELLATION BY ALLOTTEE:

Clause 7.5 hereinabove shall be subject to the condition that as and when the Allottee proposes to cancel this Agreement, it shall serve a 12 (twelve) months' notice in writing to the Promoter and the allotment shall stand cancelled on the expiry of the said period, or on transfer of the said Apartment to any other allottee, whichever is earlier.

It being clarified that instead of the Booking Amount, the Promoter shall be entitled to deduct Cancellation Charges which shall include (i) the Booking Amount; (ii) all interest liabilities of the Allottee accrued till the date of cancellation; (iii) brokerage paid to real estate agent/channel partner/broker, if any; (iv) the stipulated charges on account of dishonour of cheque/s; (v) administrative charges as per Promoter's policy; and, and shall be entitled to forfeit a further sum on account of GST payable on cancellation.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the concerned authorities and pursue for refund of such taxes, charges, levies, cess, assessments and impositions.

34.4 EVENTS OF DEFAULT AND CONSEQUENCES

- i) The parties agree and acknowledge that in place and stead of the Booking Amount as provided in Clause 9.3 (ii) hereinabove the Promoter shall be liable to forfeit the Cancellation Charges and in addition to the Cancellation Charges the Promoter shall forfeit GST payable on such cancellation charges and the balance amount of money

paid by the Allottee shall, subject to proviso below, be returned by the Promoter to the Allottee within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment acquirer, whichever is earlier.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- ii) The Allottee agrees not to do or omit to do or cause to be done by any party known to them any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Phase/ Project/ Promoter or its representatives. In the event the Allottee (s) does or omits to do any act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement. In case of such a default by Allottee, after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be, subject to proviso below, be returned by the Promoter to the Allottee within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment acquirer, whichever is earlier.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- iii) In the event construction of the wing or floor or the Building or the Project in which the Apartment is located has been stopped for a period of more than 12 months due to any force majeure event or any applicable law, the Promoter shall have the option to terminate this Agreement. In such an event the Promoter shall be liable to refund, subject to the proviso below, the entire money paid by the Allottee under any head whatsoever towards the sale of the Apartment, within 45 (forty-five) days of receiving the termination notice.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions

34.5 COMMON AREAS:

The Common Areas shall be handed over to the association of all the allottees of the Project upon formation of such association (the "**Association**").

The Allottee will be required to complete the formalities of becoming a member of the Association and also to comply with the Rules and Bye-laws of the Association.

The Promoter shall at an appropriate time within a period of 12 (twelve) months from the date of completion certificate of the whole Project, notify the detailed scheme of formation of the Association to the Allottee (as also to all other allottees of other apartments of such Phase) in accordance with the West Bengal Apartment Ownership Act, 1972, so as to enable them to constitute / form such Association.

34.6 INTERIM MAINTENANCE PERIOD:

During the interim maintenance period between obtaining of the partial completion certificate of such Phase and obtaining completion certificate of the entire Project and thereafter formation and operationalization of the Association the Promoter shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas, Amenities and Facilities of the Project.

- (i) The Allottee undertake to make necessary monthly payments of maintenance charges as and when demanded by the Promoter after obtaining the partial completion certificate of the said Phase. In the event the Allottee fails to pay such maintenance charges then the Promoter shall be at liberty to appropriate such amount from the Maintenance Deposit being 12 (twelve) months Maintenance Charges or Sinking Fund, as the case may be. Further, such deposit shall be refunded on quarterly basis after receipt of upto date maintenance charges from the Allottee. The Promoter shall endeavour that the committee responsible for the maintenance and operation of the Common Areas, Amenities and Facilities will be required to provide manpower for maintaining the Common Areas, Amenities and Facilities, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on "pay by use" basis, if any.

- (ii) The maintenance and management of Common Areas, Amenities and Facilities by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Phase such as fire detection and protection and management of general security control of the Phase.
- (iii) The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas, Amenities and Facilities during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the allottees are bound to follow the same.
- (iv) After the Common Areas, Amenities and Facilities of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

34.7 Resident's Club

- (i) The Promoter proposes to set up a club and/or a resident's activity center for use of the Allottee in the Project (the "**Club**"). The Club will form part of the common facilities and amenities of the Project and will be handed over to the Association in due course.
- (ii) During the interim maintenance period, the Club shall be managed by the Promoter either by itself or through its nominee.
- (iii) All allottees of the residential apartments of the Project will be entitled to become members of the Club. Membership fees payable by the Allottee for admission as a member of the Club has been included in the Total Price.
 - The Allottee may also request for additional membership for occupant(s) in his/her/its Apartment(s), which may be permitted by the Promoter. Additional membership shall mean the membership allotted to a family member, other than spouse and dependent children of the allottees.
 - Any tenant/lessee/licensee of the Apartment may be entitled to use the Club Facilities on written confirmation of the Allottee and subject to and only upon payment of monthly subscription.
 - The Allottee and the additional member(s) of the Club may use the Club Facilities subject to payment of the monthly subscription which shall be part of the Maintenance Charges. This amount is estimated on the basis of the

costs applicable as of the date of this Agreement and is subject to revision from time to time.

- In case of any allottee being a body corporate or a partnership firm or a HUF or any other association of persons, such allottee will be required to nominate a single person in respect of their allotted Apartments as a member of the Club.
- If the members bring guests to use the Club facilities, they will be required to pay guest charges as per rules and regulations of the Club.
- Some of the facilities at the Club shall be available to the members, subject to payment of the monthly subscription only, while other facilities will be available on "pay by use" basis over and above the monthly subscription.
- Detailed terms and conditions of the Club membership, different charges and rules and regulations governing the usage of the Club will be formulated in due course and circulated to all the members and the same will be binding on all the members (including additional members).
- The Allottee understands and accepts that all the facilities of the Club may not get ready/operational for use at the time the possession of the Apartment is handed over to the Allottee. However, if at that time some of the Club facilities are made operational, then, and in that event, the Allottee as a member of the Club, shall be entitled to use all those facilities which have been made operational.
- In case the Apartment is transferred by the Allottee, the membership of the Allottee of the Club will automatically cease and the transferee of the Apartment will become entitled to become a member. Any additional member(s), approved/confirmed user by the said transferor will also automatically cease to be member/additional member(s)/user of the Club.
- Guest Rooms: The Promoter has made available guest rooms for the benefits of the apartment owners. The said guest rooms shall be available to the apartment owners at cost to be decided by the Promoter or Association or the maintenance body.

34.8 DEFECT LIABILITY:

Clause 12 hereinabove shall be subject to the condition that the Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- iv) If the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his/her/its agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.

- viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 15 hereinabove.

34.9 EXTRAS :

The Allottee has agreed to pay to the Promoter the Extras and Deposits, as envisaged in clause 1.2 above.

34.10 ELECTRICITY SUPPLY/DG BACK-UP:

- (i) In case CESC Ltd. / any other electricity supply agency decides not to provide individual meters to the Phase and makes provision for a High Tension Supply or Bulk Supply, the Promoter shall provide individual sub-meters to the allottees upon payment by them of the proportionate security deposit payable to CESC Ltd. / any other electricity supply agency for such connection. The exact amount payable by the Allottee will be intimated to the Allottee before possession. The amount of security deposit would be subject to revision as may be so decided by CESC Ltd. / any other electricity supply agency from time to time and all allottees shall, at all times, be liable to proportionately pay such revision/replenishment to CESC Ltd. / any other electricity supply agency, as per the norms of CESC Ltd. / any other electricity supply agency. In such a case the Allottee may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters.

(ii) **DIESEL GENERATOR POWER BACKUP:**

Provision will be made for the installation of Diesel Generator ("DG") for power backup to run the basic facilities in Common Areas of the Project.

In addition to that, DG back up facility will also be made available for every apartment, the minimum load that may be provided are as follows and charges of the same will be payable by all allottees including the Allottee herein on or before taking possession which shall be intimated to the Allottee in due course.

Minimum DG Power Back up for Apartment			
	OPTION A	OPTION B	OPTION C

	(No AC)	(AC-50%)	(AC-75%)
TYPE	Minimum DG Back up required only for Light & Fan Only (80% Diversity)	Minimum DG Back up required for Light (80% Diversity) + AC Load (50% Diversity)	Minimum DG Back up required for Light (80% Diversity) + AC Load (75% Diversity)
	Only Light & Fan	Light + Fan + AC	Light + Fan + AC
2.5 BHK	2.0 KVA	4.5 KVA	6.0 KVA
3 BHK	2.5 KVA	5.0 KVA	6.5 KVA
3.5 BHK	3.0 KVA	7.0 KVA	8.5 KVA
4 BHK	3.0 KVA	8.5 KVA	10.5 KVA
5 BHK Duplex	3.5 KVA	9.5 KVA	12.5 KVA
6 BHK Duplex	4.0 KVA	10.5 KVA	13.5 KVA

The DG power load shall be allotted for a sum of Rs.25,000/- (Rupees Twenty Five Thousand only) per KVA plus applicable taxes. The Allottee will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Promoter /the Association, as the case may be.

34.11 DEFAULT IN PAYMENTS OF USAGE CHARGES OF COMMON FACILITIES DURING THE MAINTENANCE PERIOD:

Failure to pay Maintenance Charges, Electricity Charges, DG usage charges and other outgoings if any, within due dates may result in withdrawal/restrictions/disconnections/ discontinuation of the respective common services to the Allottee and will make the Allottee liable to pay interest at 1.50% per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

34.12 Payment of Total Price and Extras and Deposits prior to Possession:

The Allottee agrees and covenants not to claim any right or possession over and in respect of the Said Apartment till such time the Allottee has paid the entirety of the Total Price and Extras and Deposits and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or

performed on the part of the Allottee in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to handover possession of the Said Apartment.

34.13 COVENANTS:

Allottee Covenants:

The Allottee covenants with the Promoter and the Owners (which expression shall for the purpose of includes the Association, wherever applicable) and admits and accepts that:

a. **Allottee aware of and satisfied with Common Areas Amenities and Facilities and Specifications:**

The Allottee, upon full satisfaction and with complete knowledge of the Common Areas, Amenities and Facilities and Specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Project and its different Phases and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project, save and except the said Apartment.

b. **Allottee to mutate and pay rates & taxes:**

The Allottee shall (1) pay all fees and charges and cause its name to be mutated in the records of Kolkata Municipal Corporation within 30 (thirty) days from the date of execution of the Deed of Conveyance of the said Apartment ("**Date Of Conveyance**"), and (2) pay the rates & taxes (proportionately for the Project and wholly for the said Apartment from the date of possession notice and until the said Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Promoter/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

c. **Allottee to pay maintenance charges:**

The Allottee shall pay maintenance charge on the basis of bills to be raised by the Promoter or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to

maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).

d. **Charge/Lien:**

The Promoter shall have first charge and/or lien over the said Apartment for all amounts due and payable by the Allottee to the Promoter provided however if the said Apartment is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished in favour of the financial institution, provided all dues payable to the Promoter are cleared by the Allottee and/or such financial institution.

e. **No rights of or obstruction by Allottee:**

All open areas in the Phase/Project proposed or designated to be used for visitor car parking spaces or for other purposes will form part of the Common Areas within the meaning of this Agreement.

f. **Obligations of Allottee:**

The Allottee shall:

(i) **Co-operate in management and maintenance:**

Co-operate in the management and maintenance of the Common Areas facilities and amenities by the Promoter/Association (upon formation), as applicable.

(ii) **Observing Rules:**

Observe the rules framed from time to time by the Promoter/Association (upon formation) for the beneficial common enjoyment of the Common Areas, facilities and amenities.

(iii) **Paying Electricity Charges:**

Pay for electricity and other utilities consumed in or relating to the Said Apartment from the date of fit out.

(iv) **Meter and Cabling:**

Be obliged to draw electricity 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 other apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls

of the building in which the Apartment is located save in the manner indicated by the Promoter/Association (upon formation).

(v) **Residential Use:**

Use the Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Apartment to be used as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

(vi) **Maintenance of Apartment:**

Regularly and at all times repair, clean and maintain in wind and water tight condition the said Apartment including supply of water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment, at the cost of the Allottee.

(vii) **Use of Common Toilets:**

Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.

(viii) **Use of Spittoons / Dustbins:**

Use the spittoons / dustbins located at various places in the Project.

(ix) **No Alteration:**

Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Apartment and the building or any part of the Project, and (2) design and/or the colour scheme of the windows, grills, balconies and the main door of the said Apartment.

(x) **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 the building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Promoter and/or the Association coming to know of any change made by the Allottee then the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment at the cost

of the Allottee. In the event any change is made by the Allottee after the date of Deed of Conveyance, then also the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment to its original position at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.

(xi) **No Air Conditioning Without Permission:**

Not to install any window air-conditioning units anywhere in the said Apartment and not to change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Promoter to install air-conditioners only in designated areas as approved by Promoter.

(xii) **No Collapsible Gate:**

Not install any collapsible gate outside the main door / entrance of the said Apartment.

(xiii) **No Grills :**

Not install any grill on the balcony or verandah.

(xiv) **No Sub-Division:**

Not to sub-divide the said Apartment and the Common Areas, under any circumstances.

(xv) **No Change of Name:**

Not to change/alter/modify the name of the Building from that mentioned in this Agreement.

(xvi) **No Nuisance and Disturbance:**

Not to use the said Apartment or the Common Areas or the 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 Building and/or the neighboring 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 others.

(xvii) **No Storage:**

Not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

(xviii) **No Obstruction to Promoter/Association:**

Not to obstruct the Promoter/ Association (upon formation) in their acts relating to the common areas, amenities and facilities and not obstruct the Promoter in constructing on other portions of the Building, Phase and/or the Project and selling or granting rights to any person on any part of the said Building.

(xix) **No Obstruction of Common Areas:**

Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the said Apartment.

(xx) **No Violating Rules:**

Not to violate any of the rules and/or regulations laid down by the Promoter / Association (upon formation) for the use of the common amenities and facilities.

(xxi) **No Throwing Refuse:**

Not to 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.

(xxii) **No Injurious Activities:**

Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the parking space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.

(xxiii) **No Storing Hazardous Articles:**

Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment, the Common Areas, and the Building.

(xxiv) **No Signage:**

Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Apartment/said Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the said Apartment.

(xxv) **No Floor Damage:**

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

(xxvi) **No Installing Generator:**

Not to install or keep or run any generator in the Said Apartment.

(xxvii) **No Misuse of Water:**

Not to misuse or permit to be misused the water supply to the said Apartment.

(xxviii) **No Damage to Common Portions:**

Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.

(xxix) **No Hanging Clothes:**

Not to hang or cause to be hung clothes from the balconies of the Said Apartment.

(xxx) **No Smoking in Public Places:**

Not to smoke in public areas of the Building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.

(xxxi) **No Plucking Flowers:**

Not to pluck flowers or stems from the gardens.

(xxxii) **No Littering:**

Not to throw or allow to be thrown litter in the Common Areas of the said Building/Phase/Project.

(xxxiii) **No Trespassing:**

Not to trespass or allow trespass over lawns and green plants within the Common Areas.

(xxxiv) **No Overloading Lifts:**

Not to overload the passenger lifts and move goods only through the staircase of the Building.

(xxxv) **No Use of Lifts in Case of Fire:**

Not to use the lifts in case of fire.

(xxxvi) **No Covering of Common Portions:**

Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.

(xxxvii) Pay Goods & Service Tax:

To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

(xxxviii) Notification regarding Letting/Transfer:

If the Allottee lets out or transfers the said Apartment, the Allottee shall immediately notify the Promoter/Association (upon formation) of the tenant's/transferee's address and telephone number.

(xxxix) No Right in Other Areas:

The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/Building (s) save and except the said Apartment and the share in the Common Areas of the Phase, and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing the First Phase of the Project.

(xxxx) Restriction regarding Pets

Pets shall be immunised and be kept on a leash while in the Common Areas of the Project. It shall be the responsibility of the pet owner to arrange cleaning up if they relieve themselves anywhere within the Project Common Areas which is not a designated place. Preference should be given to the fellow residents/visitors if they are not comfortable with the pets boarding the same elevator.

(xxxxi) Restriction regarding slaughtering

NOT to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said Project.

g. Indemnity:

The Allottee shall keep the Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the said Building/Phase/Project or any part thereof or to any person due to

any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee or the servants / agents / licensees / invitees / visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee covenants and/or any of the terms herein contained.

34.13A Promoter's Covenants:

The Promoter covenants with the Allottee and admits and accepts that:

a. **No Creation of Encumbrance:**

During the subsistence of this Agreement, subject to its right to obtain project loan as above, the Promoter shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the said Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.

b. **Documentation for Loan:**

The Promoter shall provide to the Allottee all available documents so that the Allottee may get loan from banks and financial institutions, if required by the Allottee.

34.14 Nomination by Allottee with consent:

The Allottee admits and accepts that after the lock-in period (mentioned below) and before the execution and registration of the Deed of Conveyance of the said Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

(a) **Allottee to makedue payments:**

The Allottee shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.

(b) **Lock-in Period:**

The Allottee cannot nominate in favour of any third party before the expiry of a period of 30 (thirty) months from the date of this Agreement.

(c) **Prior Written Permission and Tripartite Agreement:**

In respect of any nomination, the Allottee shall obtain prior written permission of the Promoter and the Allottee and the nominee shall be bound to enter into a Tripartite Agreement with the Promoter and the Allottee.

(d) **Nomination Fees:**

The Allottee shall pay a sum of Rs. /-, plus applicable taxes, as and by way of nomination fees to the Promoter. However, nomination fees shall not be payable in case of nomination in favour of parents, spouse, brother, sister or children of the Allottee. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination.

The Allottee admits and accepts that they shall not be entitled to nominate or assign his/her/its rights under this Agreement save in the manner indicated above.

34.15 Future Contingency and Covenant of Allottee:

- a. The Allottee agrees that these terms and conditions for sale and transfer of the said Apartment, as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter in view of applicable laws, rules and regulations. The Allottee agrees to render all cooperation to the Promoter in this regard as and when called upon by the Promoter without any claim demand demur or protest.
- b. The Allottee agrees that the recitals form an integral part of this Agreement.
- c. The Allottee understands that West Bengal Housing Industry Regulation Act, 2017 has been struck down by the Hon'ble Supreme Court of India and the Real Estate (Regulation and Development) Act, 2016 has been held to be the applicable law in the State of West Bengal. However, the competent authority under RERA has not yet been set-up / made functional by the West Bengal State Government and as such the Promoter and the Owners are not in a position to have this Agreement for Sale approved by such authority. Further, the Allottee agrees and declares that the Allottee, being eager to obtain allotment of the said Apartment in the Project at the earliest, and the Promoter and the Owners have entered into this Agreement on the

request of the Allottee and on the condition that the Allottee will not question such Agreement and if later on any change or alteration of the said Agreement is required by the competent authority under RERA, the Allottee will accept all such changes / alterations without any claim or dispute and will also sign and execute such papers, letters, forms, supplementary or other agreements, etc., as may be required to give effect to such modifications / alterations. The Allottee further agrees to pay and bear all costs on such account including stamp duty and registration fee, if any, payable thereon.

FIRST SCHEDULE

PART I

(PROJECT LAND)

ALL THAT piece and parcel of land admeasuring 7.42 acres (more or less) however physical measurement is found to be 7.02 acres at Premises No. 48, Manmohan Banerjee Road, Police Station – Behala, Kolkata 700038 within the municipal limits of Ward No. 118 of the Kolkata Municipal Corporation and comprised in and being part of the R.S. Dag Nos. mentioned in the table below in Mouza Punja Sahapur, R.S. Khatian Nos. 501, 1677, 1678, 1679, 1680, 1426, 1194 and 446, J.L. No. 9, Touzi Nos. 159, 206 and 210, in the District of South 24-Parganas, in the State of West Bengal;

Sl. No.	Dag No.	Area (Dec)
1	272	74
2	243/2624	5
3	243/2625	5
4	271	90
5	273	118
6	274	411
7	276	14
8	274/690	25
	Total:	742

and butted and bounded in the manner following, i.e., to say as follows: -

On the NORTH - By Dag Nos. 256, 1142, 1143, 1145, 1146;

- On the SOUTH - Partly by Premises No. 49A, Manmohan Banerjee Road and partly by 9.15 meter wide Manmohan Banerjee Road;
- On the EAST - Partly by Premises No. 49A, Manmohan Banerjee Road and partly by Dag Nos. 2647, 2648, 2625(P); and
- On the WEST - By Premises No. 39/1, Agarwala Garden Road.

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

**PART II
DEVOLUTION OF TITLE**

Premises No. 48, Mon Mohan Banerjee Road - Entire Project Land

A.

B

By six separate Indentures all registered at the Office of the District Sub-Registrar-II, South 24 Parganas in Book No. 1, the Owner No. 1 herein, **EKDANT INFRACON PRIVATE LIMITED, ÉCLAIR INFRAPROJECTS PRIVATE LIMITED, WRIDDHI TOWER PRIVATE LIMITED, WRIDDHI DEVELOPER PRIVATE LIMITED, IKKA INFRA PROJECTS PRIVATE LIMITED and IKKA TOWER PRIVATE LIMITED** alongwith one Éclair Infracon Private Limited purchased and acquired All That the land containing an undivided area of **(i) 74 decimal**, be the same a little more or less, comprised in R.S. Dag No. 272, under R.S. Khatian Nos.1677, 1678, 1679 and 1680, in Mouza Punja Sahapur, J.L. No.9, Police Station Behala being Premises No.48, Mon Mohan Banerjee Road (hereinafter referred to the **1st Land of Phase I**) **(ii) 5decimal**, be the same a little more or less, comprised in R.S. Dag No.243/2624, under R.S. Khatian No.1426, in Mouza Punja Sahapur, J.L. No.9, Police Station Behala being Premises No.41A, Mon Mohan Banerjee Road New Alipore, (hereinafter referred to the **2nd Land of Phase I**) and **(iii) 5decimal**, be the same a little more or less, comprised in R.S. Dag No.243/2625, under R.S. Khatian No.1194, in Mouza Punja Sahapur, J.L. No.9, Police Station Behala being Premises No.37, Mon Mohan Banerjee Road, totaling to land containing an area of 84 decimal (hereinafter referred to the **3rd Land of Phase I**), be the same a little more or less. For the sake of brevity **1st Land of Phase I, 2nd Land of Phase I and 3rd Land of Phase I** are collectively referred to as the **SAID ENTIRE PHASE I LAND**), in the following manner:-

Property in detail	Date	Vendor/s	CD Volume No.	Pages	Being No.	Total area sold
R.S. Dag No.272 premises No.48, Manmohan Banerjee Road	16.04.2013	Sauradyuti Ghatak & others	6	14361-14376	4749	19 decimal
R.S. Dag No.272 premises No.48, Manmohan Banerjee Road	16.04.2013	Manashi Chatterjee & another	7	2390-2404	4940	19 decimal
R.S. Dag No.272 premises No.48, Manmohan Banerjee Road	17.04.2013	Anjali Ghatak & others	6	14377-14397	4748	17 decimal
R.S. Dag No.272 premises No.48, Manmohan Banerjee Road	21.05.2013	Bandana Ghatak	9	1797-1811	5855	18 decimal
R.S. Dag No.272 premises No.48, Manmohan Banerjee Road	18.09.2013	Mayukh Mukherjee	19	9805-9817	10474	1 decimal
R.S. Dag No.243/2624, premises No.41A, Manmohan Banerjee Road	25.10.2013	Akriti Highrise	21	656-669	11517	5 decimal

New Alipore		Private				
R.S. Dag No.243/2625, premises No.37, Manmohan Banerjee Road		Limited				5 decimal
Total						84 decimal

- B. By the two separate Indentures both registered at the Office of the District Sub-Registrar-II, South 24 Parganas in Book No. I, IKKA INFRA PRIVATE LIMITED the Owner No. 1 herein, **EKDANT INFRACON PRIVATE LIMITED, ÉCLAIR INFRAPROJECTS PRIVATE LIMITED, WRIDDHI TOWER PRIVATE LIMITED, WRIDDHI DEVELOPER PRIVATE LIMITED, IKKA INFRA PROJECTS PRIVATE LIMITED and IKKA TOWER PRIVATE LIMITED** jointly purchased and acquired from the said Éclair Infracon Private Limited All That its share in the said entire land containing an area of 11.5 decimal, be the same or a little more or less (hereinafter referred to as the **PORTION OF SAID ENTIRE PHASE I LAND**), in the following manner:-

Property in detail	Date	CD Volume No.	Pages	Being No.	Area sold
R.S. Dag No.272 premises No.48, Manmohan Banerjee Road	29.01.2015	2	3709 - 3720	931	0.875 decimal
R.S. Dag No.272 premises No.48, Manmohan Banerjee Road					9.25 decimal
R.S. Dag No.243/2624, premises No.41A,	17.02.2015	4	6347 - 6361	2537	0.625 decimal

Manmohan Banerjee Road New Alipore					
R.S. Dag No.243/2625, premises No.37, Manmohan Banerjee Road					0.75 decimal
Total					11.5 decimal

- C. The Owner No. 1, **EKDANT INFRACON PRIVATE LIMITED, ÉCLAIR INFRAPROJECTS PRIVATE LIMITED, WRIDDHI TOWER PRIVATE LIMITED, WRIDDHI DEVELOPER PRIVATE LIMITED, IKKA INFRA PROJECTS PRIVATE LIMITED** and **IKKA TOWER PRIVATE LIMITED** became seized and possessed of All That the said Entire First Phase land containing an area of 84 decimal, be the same a little more or less and jointly have recorded their respective names in respect of the same in the records of Block Land and Land Reforms Office at Thakurpukur-Metiabruz and Kolkata Municipal Corporation. The Owner No. 1, **EKDANT INFRACON PRIVATE LIMITED, ÉCLAIR INFRAPROJECTS PRIVATE LIMITED, WRIDDHI TOWER PRIVATE LIMITED, WRIDDHI DEVELOPER PRIVATE LIMITED, IKKA INFRA PROJECTS PRIVATE LIMITED** and **IKKA TOWER PRIVATE LIMITED** also amalgamated the said 1st land of Phase I, 2nd land of Phase I and 3rd land of Phase I in the records of Kolkata Municipal Corporation and the Kolkata Municipal Corporation had approved and allotted premises No.48, Mon Mohan Banerjee Road, Assessee No. 411180700461 to the said Entire Phase I Land.
- D. By a Deed of Conveyance dated 9th February 2017 made between the said Ekdant Infracon Private Limited , Éclair Infraprojects Private Limited , Wriddhi Tower Private Limited, Wriddhi Developer Private Limited, Ikka Infraprojects Private Limited, Ikka Infra Private Limited (the Owner No.1) and Ikka Tower Private Limited, therein referred to as the Vendors of the First Part, Epistle Builders Private Limited & 63 other companies, therein referred to as the Part-I Purchasers of the Second Part and herein Owner Nos. 2 to 64 and one K.C. Manufacturers (India) Pvt. Ltd., and PS Nivas & Promoting Private Limited & 4 other companies therein referred to as the Part II Purchasers of the Third Part and herein Owner Nos. 61, 62, 65, 66 and 67 and

registered with the DSR II, South 24 Parganas, in Book No. I, Volume No. 1602-2017, Pages 25694 to 25756, Being No. 160200840 for the year 2017, the Vendors therein, at and for the consideration mentioned therein, sold, conveyed and transferred unto and to the said Owner Nos. 2 to 64 and one K.C. Manufacturers (India) Pvt. Ltd. And to the Owner Nos. 61 to 62 and Owner Nos. 65 to 67 ALL THAT undivided 2 decimals out of the Entire Phase I Land (1 decimal each to the said Owner Nos. 2 to 64 and one K.C. Manufacturers (India) Pvt. Ltd. and Owner Nos. 61 to 62 and Owner Nos. 65 to 67), absolutely and forever.

- E. In the abovementioned premises, the Owner Nos. 1 to 67 herein and **Ekdant Infracon Private Limited, Éclair Infracorps Private Limited, Wriddhi Tower Private Limited, Wriddhi Developer Private Limited, Ikka Infra Projects Private Limited, Ikka Tower Private Limited and K.C. Manufacturers (India) Pvt. Ltd.**, became the joint absolute owners of the Entire Phase I Land being Premises No. 48, Mon Mohan Banerjee Road.

Premises No. 49A, Manmohan Banerjee Road, Kolkata - PHASE II ENTIRE LAND

- G. By another Deed of Conveyance dated 22nd day of March, 2011, made between one Clarity Barter Private Limited & 59 other Companies, therein referred to as the Vendors of the One Part and one Tara Maa Vyapaar Private Limited, Geetham Traders Private Limited and Marvel Tie-Up Private Limited therein referred to as the Purchasers of the Other Part and registered at the Office of the District Sub-Registrar-II, South 24 Parganas in Book No. I, CD Volume No.7, Pages from 1085 to 1110 Being No.03429 for the year 2011, the Vendors therein granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein All That piece and parcel of land containing an area of 12.5 decimal, be the same a little more or less, lying situate at Mouza Punja Sahapur comprised in R.S. Dag No. 274/690 under R.S. Khatian No. 500/1 being portion of Premises No.49A, Manmohan Banerjee Road, Kolkata, District South 24-Parganas more fully and particularly described in the Schedule there under written (hereinafter referred to as the **SAID LAND A of PHASE II ENTIRE LAND**).
- H. By another Deed of Conveyance dated 22nd day of March, 2011, made between the said Clarity Barter Private Limited & 59 other Companies, therein referred to as the Vendors of the One Part and one Sagun Realdev Private Limited and Bhagwati Infracorps Private Limited therein referred to as the Purchasers of the Other Part and registered at the Office of the District Sub-Registrar-II, South 24 Parganas in Book No.I, CD Volume No.7, Pages from 1111 to 1137 Being No.03430 for the year 2011,

the Vendors therein granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein All That piece and parcel of land containing an area of 6.25 decimal, be the same a little more or less, lying situate at Mouza Punja Sahapur comprised in R.S. Dag No. 274/690 under R.S. Khatian No. 500/1 being portion of premises No.49A, Manmohan Banerjee Road, Kolkata, District South 24-Parganas more fully and particularly described in the Schedule there under written (hereinafter referred to as the **SAID LAND B of PHASE II ENTIRE LAND**).

- I. By another Deed of Conveyance dated 22nd day of March, 2011, made between the said Clarity Barter Private Limited & 59 other Companies, therein referred to as the Vendors of the One Part and one Kasauti Vyapaar Pvt Ltd. and Maple Vincom Pvt Ltd., therein referred to as the Purchasers of the Other Part and registered at the Office of the District Sub-Registrar-II, South 24 Parganas in Book No. I, CD Volume No. 7, Pages from 1138 to 1164 Being No. 03431 for the year 2011, the Vendors therein granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein All That piece and parcel of land containing an area of 6.25 decimal, be the same a little more or less, lying situate at Mouza Punja Sahapur comprised in R.S. Dag No. 274/690 under R.S. Khatian No. 500/1 being portion of premises No. 49A, Manmohan Banerjee Road, Kolkata, District South 24-Parganas more fully and particularly described in the Schedule there under written (hereinafter referred to as the **SAID LAND C of PHASE II ENTIRE LAND**).
- J. The said **Land A of Phase II Entire Land, Land B Of Phase II Entire Land and Land C of Phase II Entire Land** aggregates to a total of 25 decimal, be the same or a little more or less (hereinafter collectively referred to as the **SAID PHASE II ENTIRE LAND**) the said Tara Maa Vyapaar Private Limited, Geetham Traders Private Limited, Marvel Tie-Up Private Limited, Shagun Realdev Private Limited, Bhagwati Infrapromoters Private Limited alongwith the said Kasauti Vyapaar Pvt Ltd. and Maple Vincom Pvt Ltd. jointly have recorded their respective names in respect of the said Phase II Entire Land in the records of Block Land and Land Reforms Office at Thakurpukur-Metiabruz under R.S. Khatian No. 501. The said Tara Maa Vyapaar Private Limited & others jointly also have recorded their respective names in the records of Kolkata Municipal Corporation and the Kolkata Municipal Corporation had approved and allotted premises No.49A/2, Mon Mohan Banerjee Road, Assessee No. 411180701040 to the said Entire Phase II Land.

- K. The said Tara Maa Vyapaar Private Limited has changed its name to its present name Skipper Homes Private Limited on 27th day of June, 2013.
- L. Thus the said Skipper Homes Private Limited, Geetham Traders Private Limited, Marvel Tie-Up Private Limited, Shagun Realdev Private Limited, Maple Vincom Pvt Ltd., Bhagwati Infrapromoters Private Limited and Kasauti Vyapaar Pvt Ltd. were seized and possessed of and/or otherwise well and sufficiently entitled to the **SAID PHASE II ENTIRE LAND** in the following manner:-

Sl. No.	Name	Area (Decimal)
1	Skipper Homes Private Limited	4.17
2	Geetham Traders Private Limited	4.17
3	Marvel Tie-Up Private Limited	4.16
4	Shagun Realdev Private Limited	3.125
5	Bhagwati Infrapromoters Private Limited	3.125
6.	Kasauti Vyapaar Pvt Ltd.	3.125
7.	Maple Vincom Pvt Ltd.	3.125
Total		25

and free from all encumbrances, charges, liens, lispensens, acquisitions, requisitions, attachments, trusts of whatsoever nature.

- M. By an Indenture dated 25th day of January, 2017, made between the said Skipper Homes Private Limited, Geetham Traders Private Limited, Marvel Tie-Up Private Limited, Shagun Realdev Private Limited and Bhagwati Infrapromoters Private Limited, therein collectively referred to as the Vendors of the One Part and one Eeshvi Developers Private Limited, Owner No. 67 herein therein referred to as the Purchaser of the Other Part and registered at the Office of the District Sub-Registrar-II, South 24 Parganas in Book No. I, Volume No.1602-2017, Pages from 13159 to 13182 Being No.160200505 for the year 2017, the Vendors therein granted transferred conveyed assigned and assured unto and in favour of the Eeshvi Developers Private Limited being Purchaser therein and Owner No. 67 herein All That piece and parcel of land containing an area of 6.5 decimal, be the same a little more or less, being a portion of Entire Phase II Land in the following manner :-

Sl. No.	Name	Area (Decimal)
1	Skipper Homes Private Limited	1.45
2	Geetham Traders Private Limited	1.44

3	Marvel Tie-Up Private Limited	1.44
4	Shagun Realdev Private Limited	1.08
5	Bhagwati Infrapromoters Private Limited	1.09
Total		6.5

- N. By another Indenture dated 25th day of January, 2017, made between the said Skipper Homes Private Limited, Geetham Traders Private Limited, Marvel Tie-Up Private Limited, Shagun Realdev Private Limited and Bhagwati Infrapromoters Private Limited, therein collectively referred to as the Vendors of the One Part and one PS Nivas & Promoting Pvt Ltd. and PSNirman Pvt Ltd., herein Owner nos. 65 & 66 respectively therein jointly referred to as the Purchasers of the Other Part and registered at the Office of the District Sub-Registrar-II, South 24 Parganas in Book No.I, Volume No.1602-2017, Pages from 13136 to 13158 Being No.160200504 for the year 2017, the Vendors therein granted transferred conveyed assigned and assured unto and in favour of PS Nivas & Promoting Pvt Ltd. and PSNirman Pvt Ltd., herein Owner nos. 65 & 66 respectively All That piece and parcel of land containing an area of 12.25 decimal, be the same a little more or less, being another portion of Entire Phase II Land in the following manner:-

Sl. No.	Name	Area (Decimal)
1	Skipper Homes Private Limited	2.73
2	Geetham Traders Private Limited	2.73
3	Marvel Tie-Up Private Limited	2.71
4	Shagun Realdev Private Limited	2.04
5	Bhagwati Infrapromoters Private Limited	2.04
Total		12.25

- O. The Owner Nos. Owner nos. 61, 62, 65, 66 and 67 thus became seized and possessed of and/or otherwise well and sufficiently entitled to the said Entire Phase II Land having an area of 25 decimal, be the same a little more or less, being Premises No.49A/2, Mon Mohan Banerjee Road, Assessee No. 411180701040.
- P. By a Deed of Conveyance dated 9th February 2017 made between the said Kasauti Vyapaar Private Limited, Maple Vincom Private Limited, PS Nivas & Promoting Private Limited, PS Nirman Private Limited and Eeshvi Developers Private Limited, therein

referred to as the Vendors of the First Part and herein referred to as the Owner Nos. 61, 62, 65, 66 and 67, Epistle Builders Private Limited and 63 other companies, therein referred to as the Part-I Purchasers of the Second Part and herein Owner Nos. 2 to 64 and K.C. Manufacturers (India) Pvt. Ltd., and Ekdant Infracon Private Limited and 6 other companies therein referred to as the Part II Purchasers of the Third Part and herein Owner Nos. 1 herein, **EKDANT INFRACON PRIVATE LIMITED, ÉCLAIR INFRAPROJECTS PRIVATE LIMITED, WRIDDHI TOWER PRIVATE LIMITED, WRIDDHI DEVELOPER PRIVATE LIMITED, IKKA INFRA PROJECTS PRIVATE LIMITED and IKKA TOWER PRIVATE LIMITED** and registered with the DSR II, South 24 Parganas, in Book No. I , Volume No. 1602-2017, Pages 25757 to 25805, Being No. 160200841 for the year 2017 , the Vendors therein, at and for the consideration mentioned therein , sold , conveyed and transferred unto and to the said Owner Nos. 2 to 64 and K.C. Manufacturers (India) Pvt. Ltd. and Owner No. 1 herein, **EKDANT INFRACON PRIVATE LIMITED, ÉCLAIR INFRAPROJECTS PRIVATE LIMITED, WRIDDHI TOWER PRIVATE LIMITED, WRIDDHI DEVELOPER PRIVATE LIMITED, IKKA INFRA PROJECTS PRIVATE LIMITED and IKKA TOWER PRIVATE LIMITED**, ALL THAT undivided 2 decimals out of the Entire Phase II Land (1 decimal each to the said Owner Nos. 2 to 64 and K.C. Manufacturers (India) Pvt. Ltd. and Owner No. 1 herein, **EKDANT INFRACON PRIVATE LIMITED, ÉCLAIR INFRAPROJECTS PRIVATE LIMITED, WRIDDHI TOWER PRIVATE LIMITED, WRIDDHI DEVELOPER PRIVATE LIMITED, IKKA INFRA PROJECTS PRIVATE LIMITED and IKKA TOWER PRIVATE LIMITED**), absolutely and forever.

- Q. In the abovementioned premises, the Owner Nos. 1 to 67 herein and **Ekdant Infracon Private Limited, Éclair Infraprojects Private Limited, Wriddhi Tower Private Limited, Wriddhi Developer Private Limited, Ikka Infra Projects Private Limited, Ikka Tower Private Limited and K.C. Manufacturers (India) Pvt. Ltd.** became the joint absolute owners of the Entire Phase II Land being Premises No.49A/2, Mon Mohan Banerjee Road.

Premises No. 49 Mon Mohan Banerjee Road - Said Entire Phase III Land.

- R. By the following four separate Indentures all registered in Book No. I, the Owner Nos. 2 to 64 and K.C. Manufacturers (India) Pvt. Ltd., became the lawful absolute owner well seized and possessed of ALL THAT the piece and parcel of land containing an area of 633 decimals, be the same a little more or less, situate lying at Mouza Punja Sahapur, J.L. No. 9, comprised in R. S. Dag Nos.271, 273, 274 and 276 appertaining to R. S. Khatian No.446, within the Police Station Behala, 49 Mon Mohan Banerjee Road,

under Ward No. 118, within the ambit of Kolkata Municipal Corporation in the District of South 24 Parganas (hereinafter referred to as the **SAID ENTIRE PHASE III LAND**) absolutely and forever free from all encumbrances, charges, lien, lispendens, acquisitions, requisitions, attachments and trust of whatsoever nature:-

Being No./Year	Registry Office	Date	Vendor/s	Volume No.	Pages	Area (decimal)
190108200/2015	ARA - I, Kolkata	06.10.2015	Pilu D Karai & Peter Karai	1901- 2015	132375- 132401	10
160210820/2015	DSR – II, South 24 Parganas	09.10.2015	Ramdatt Tiwari	1602- 2015	149402- 149421	10
160200431/2016	DSR – II, South 24 Parganas	08.01.2016	Ramdatt Tiwari	1602- 2016	17487- 17530	306.5
160700907/2016	ADSR, Behala	01.02.2016	Pilu D Karai &Peter Karai	1607- 2016	28736- 28839	306.5
Total						633 decimal

- S. The Owner Nos. 2 to 64 and K.C. Manufacturers (India) Pvt. Ltd. became seized and possessed of All That the said Entire Phase III Land containing an area of 633 decimal, be the same a little more or less and jointly have recorded their respective names in respect of the same in the records of Block Land and Land Reforms Office at Thakurpukur-Metiabruz. The Owner Nos. 2 to 64 and K.C. Manufacturers (India) Pvt. Ltd. also have recorded their respective names in the records of Kolkata Municipal Corporation and have been allotted with premises No.49B, Mon Mohan Banerjee Road, Assessee No. 411180701222 to the said Entire Phase III Land.
- T. By a Deed of Conveyance dated 9th February 2017 made between the said Epistle Builders Private Limited and 63 other companies, therein referred to as the Vendors of the First Part herein referred to as Owner Nos. 2 to 64 and K.C. Manufacturers

(India) Pvt. Ltd., Ekdant Infracon Private Limited and 6 other companies, therein referred to as the Part-I Purchasers of the Second Part herein referred to as the Owner No. 1, **EKDANT INFRACON PRIVATE LIMITED, ÉCLAIR INFRAPROJECTS PRIVATE LIMITED, WRIDDHI TOWER PRIVATE LIMITED, WRIDDHI DEVELOPER PRIVATE LIMITED, IKKA INFRA PROJECTS PRIVATE LIMITED and IKKA TOWER PRIVATE LIMITED**, and PS Nivas & Promoting Private Limited and 4 other companies therein referred to as the Part II Purchasers of the Third Part herein referred to as Owner Nos. 61, 62, 65, 66 and 67, and registered with the DSR II, South 24 Parganas, in Book No. I , Volume No. 1602-2017, Pages 25806 to 25873, Being No. 160200842 for the year 2017 , the Vendors therein, at and for the consideration mentioned therein , sold , conveyed and transferred unto and to the said Part-I Purchasers and Part-II Purchasers being the Owner No. 1, **EKDANT INFRACON PRIVATE LIMITED, ÉCLAIR INFRAPROJECTS PRIVATE LIMITED, WRIDDHI TOWER PRIVATE LIMITED, WRIDDHI DEVELOPER PRIVATE LIMITED, IKKA INFRA PROJECTS PRIVATE LIMITED and IKKA TOWER PRIVATE LIMITED** and Owner Nos. 61, 62, 65, 66 and 67 herein, ALL THAT undivided 2 decimals out of the Entire Phase III Land (1 decimal each to the said Part-I Purchasers and the said Part-II Purchasers), absolutely and forever.

- U. In the abovementioned premises, the Owner Nos. 1 to 67 herein and **Ekdant Infracon Private Limited, Éclair Infraprojects Private Limited, Wriddhi Tower Private Limited, Wriddhi Developer Private Limited, Ikka Infra Projects Private Limited, Ikka Tower Private Limited and K.C. Manufacturers (India) Pvt. Ltd.** became the joint absolute owners of the Entire Phase III Land being Premises No.49A/2, Mon Mohan Banerjee Road.
- V. In the circumstances, the Owner Nos. 1 to 67 herein and **Ekdant Infracon Private Limited, Éclair Infraprojects Private Limited, Wriddhi Tower Private Limited, Wriddhi Developer Private Limited, Ikka Infra Projects Private Limited, Ikka Tower Private Limited and K.C. Manufacturers (India) Pvt. Ltd.**, became the joint and absolute Owners of the Entire Phase I Land, Entire Phase II Land and Entire Phase III Land, all together comprising the Project Land, absolutely and forever.
- W. The Said Owners Nos. 1 to 67 herein and **Ekdant Infracon Private Limited, Éclair Infraprojects Private Limited, Wriddhi Tower Private Limited, Wriddhi Developer Private Limited, Ikka Infra Projects Private Limited, Ikka Tower Private Limited and K.C. Manufacturers (India) Pvt. Ltd.**, have, thereafter, caused to be amalgamated the Entire Phase I Land, Entire Phase II Land and Entire Phase III Land into one Premises i.e

Premises No. 48 Manmohan Banerjee Road, Kolkata 700038 (**Project Land**) admeasuring 7.42 acres (physical area 7.02 acres) in the following manner:

Sl. No.	Dag No.	Premises No.	Area (Dec)
1	272	48 (Entire Phase I Land)	74
2	243/2624		5
3	243/2625		5
4	271	49B (Entire Phase II Land)	90
5	273		118
6	274		411
7	276		14
8	274/690	49A/2 (Entire Phase III Land)	25
Total			742

Events Post Amalgamation of Entire Phase I Land, Entire Phase II Land and Entire Phase III Land in to the Premises No. 48 Manmohan Banerjee Road, Kolkata 700038 (PROJECT LAND)

- X. By and under a Deed of Conveyance dated 22nd January 2020 and registered with the DSR III, South 24 Parganas, in Book No. I, Volume No. 1603-2020, Pages 9206 to 9229, Being No. 160300277 for the year 2020, the said Éclair Infraprojects Private Limited sold transferred and conveyed to **BISWANATH NEEV NIRMAAN LLP**, being Owner No. 78 herein ALL THAT piece and parcel of land measuring 12 decimals out of the Project Land being Premises No. 48 Manmohan Banerjee Road, Kolkata 700 038.
- Y. By and under a Deed of Conveyance dated 22nd January 2020 and registered with the DSR III, South 24 Parganas, in Book No. I, Volume No. 1603-2020, Pages 9230 to 9253, Being No. 160300278 for the year 2020, the said Ikka TowerLLP sold transferred and conveyed to **BISWANATH PROPERTY NIRMAAN LLP**, being Owner No. 75 herein ALL THAT piece and parcel of land measuring 12 decimals out of the Project Land being Premises No. 48 Manmohan Banerjee Road, Kolkata 700 038.
- Z. By and under a Deed of Conveyance dated 22nd January 2020 and registered with the DSR III, South 24 Parganas, in Book No. I, Volume No. 1603-2020, Pages 9254 to 9277, Being No. 160300279 for the year 2020, the said Ekdant InfraconLLP sold transferred and conveyed to **BISWANATH REALTORS LLP**, being Owner No. 79 herein ALL THAT

piece and parcel of land measuring 12 decimals out of the Project Land being Premises No. 48 Manmohan Banerjee Road, Kolkata 700 038.

- AA. By and under a Deed of Conveyance dated 22nd January 2020 and registered with the DSR III, South 24 Parganas, in Book No. I, Volume No. 1603-2020, Pages 9278 to 9301, Being No. 160300280 for the year 2020, the said Wriddhi Developer Private Limited sold transferred and conveyed to **BISWANATH ACRES LLP**, being Owner No. 73 herein ALL THAT piece and parcel of land measuring 12 decimals out of the Project Land being Premises No. 48 Manmohan Banerjee Road, Kolkata 700 038.
- AB. By and under a Deed of Conveyance dated 22nd January 2020 and registered with the DSR III, South 24 Parganas, in Book No. I, Volume No. 1603-2020, Pages 9302 to 9325, Being No. 160300281 for the year 2020, the said Ikka Infra Projects Private Limited sold transferred and conveyed to **BISWANATH REALUNITY LLP**, being Owner No. 77 herein ALL THAT piece and parcel of land measuring 12 decimals out of the Project Land being Premises No. 48 Manmohan Banerjee Road, Kolkata 700 038.
- AC. By and under a Deed of Conveyance dated 22nd January 2020 and registered with the DSR III, South 24 Parganas, in Book No. I, Volume No. 1603-2020, Pages 9326 to 9349, Being No. 160300282 for the year 2020, the said Wriddhi Tower LLP sold transferred and conveyed to **BISWANATH HOUSING LLP**, being Owner No. 74 herein ALL THAT piece and parcel of land measuring 12 decimals out of the Project Land being Premises No. 48 Manmohan Banerjee Road, Kolkata 700 038.
- AD. By and under a Deed of Conveyance dated 15th January 2020 and registered with the DSR V, Alipure, South 24 Parganas, in Book No. I, Volume No. 1630-2020, Pages 18042 to 18074, Being No. 163000324 for the year 2020, the said **K.C. Manufacturers (India) Pvt. Ltd.** sold transferred and conveyed to **NITESH KARNANI, ANKITA KARNANI AND NITESH KARNANI & SONS HUF** being Owner No. 70, 71 & 72 herein ALL THAT piece and parcel of land measuring 9.887 decimals out of the Project Land being Premises No. 48 Manmohan Banerjee Road, Kolkata 700 038.
- AE. By and under a Deed of Conveyance dated 15th January 2020 and registered with the DSR V, Alipure, South 24 Parganas, in Book No. I, Volume No. 1630-2020, Pages 18075 to 18106, Being No. 163000325 for the year 2020, the said Nilratan Vincom Pvt. Ltd. sold transferred and conveyed to **SHIV RATAN KARNANI AND KANTA DEVI KARNANI** being Owner Nos. 68 & 69 herein ALL THAT piece and parcel of land measuring 5.817 decimals out of the Project Land being Premises No. 48 Manmohan Banerjee Road, Kolkata 700 038.

- AF. By and under a Deed of Conveyance dated 22nd January 2020 and registered with the DSR III, South 24 Parganas, in Book No. I, Volume No. 1603-2020, Pages 12267 to 12290, Being No. 160300335 for the year 2020, the said Nilratan Vincom Pvt. Ltd. sold transferred and conveyed to **BISWANATH PROPERTY NIRMAAN LLP** being Owner No. 75 herein ALL THAT piece and parcel of land measuring 2.2 decimals out of the Project Land being Premises No. 48 Manmohan Banerjee Road, Kolkata 700 038.
- AG. Thus in the abovementioned facts, the Owner Nos 1 to 79 became the absolute Owners of the said Project Land (more fully described in Schedule Part I herein).

SECOND SCHEDULE

(SAIDLAND – PHASE II)

ALL THAT piece and parcel of land admeasuring 2.602 acres (more or less) out the said Project Land admeasuring 7.42 acres however physical measurement is found to be 7.02 acres at Premises no. 48 Manmohan Banerjee Road, Police Station – Behala, Kolkata 700038 within the municipal limits of Ward No.118 of the Kolkata Municipal Corporation and butted and bounded by:

- On the NORTH - By 9.15m wide Manmohan Banerjee Road and Navyom Phase land Dag No 275(P);
- On the SOUTH - By Dag nos. 1236, 635, 280;
- On the EAST - By Premises No.49A, Manmohan Banerjee Road and Dag nos. 634,278(P); and
- On the WEST - By PremisesNo.39/1, Agarwala Garden Road.

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

THIRD SCHEDULE

PART I

(SAID APARTMENT)

DESCRIPTION OF THE APARTMENT AND THE GARAGE/ COVERED PARKING/UNCOVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

ALL THAT Residential Apartment No.[■] having carpet area of [■] square feet, and Exclusive Balcony/Verandah/Open Terrace Area Or "EBVT Area", if any, having area of [___] square feet

aggregating to Net Area of [] square feet, togetherwith one Servant Quarter, Type – '____', _____BHK, on the [] floor in /Tower No. [] named [] ("Building") along with [] garage/covered parking space bearing No. [] admeasuring 135 square feet, ("Garage"), now in course of construction in the said land as permissible under applicable law and of pro-rata share in the common areas of the said Phase

For the purpose of registration, super built-up area of the Unit is _____sq.ft.

PART II
SPECIFICATIONS OF THE APARTMENT

NAVYOM SPECIFICATION	
Living, Dining & Bedrooms	
Flooring	: Bare finish for all Habitable spaces
Wall Finish	: Plaster & POP/gypsum plaster
Ceiling	: Putty
Windows	: Aluminum Windows
Doors & Frame	: Main door will be provided.
Electricals	: Tap off points/Conduiting with DB installed & Modular Boxes installed.
Extended Living	: Glass railing & sliding door (external)
Toilet	
Flooring	: Tiles
Wall	: Tiles up to false ceiling level
Ceiling	: False ceiling
Door	: Doors with frames
Sanitary ware	: Wall hung Commode & Wash basin
Faucets and fittings	: Faucets and fittings reputed make - Shower Enclosure in one toilet only
Electrical	: Modular switches
Kitchen	
Flooring	: Bare finish for all Habitable spaces
Wall	: Brick/Block work with bare finish

Ceiling	: Putty
Windows	: Aluminum Windows
Electricals	: Tap off points/Conduiting & Modular Boxes installed
Balcony	
Flooring	: Anti - Skid Tiles
Wall	: Painted to match exterior elevation
Ceiling	: Paints with lights installed
Railing	: Glass railing designed to match the exterior
Servant's Room	
Flooring	: Tiles
Wall	: Ready to Paint
Ceiling	:Ready to Paint
Door	: Doors with frames
Servant's Toilet	
Flooring	: Tiles
Wall	: Ready to Paint
Ceiling	:Ready to Paint
Door	: Doors with frames
Windows/ Glazing	: Aluminum Windows
Bathroom	: Sanitary & CP Fittings

FOURTH SCHEDULE

PART I

(COMMON AREAS, AMENITIES & FACILITIES OF THE SAID PHASE - II)

COMMON AREAS

1. Drains and sewers from the Said Project to the municipal corporation duct.
2. Water sewerage and drainage connection pipes from the Apartments/ Units to drains and sewers common to the Said Project.
3. Toilets and bathrooms as designated and identified for common use of durwans, drivers and the maintenance staffs of the said Residential Complex.

4. Boundary walls of the Said Premises including walls of the main gates.
5. Water Pump Room, Domestic Water Tank and Water Treatment Plant
6. Tube well, water pump, overhead tanks and underground water reservoirs, water pipes and other common plumbing installations and spaces required therefor.
7. Transformer, electrical wiring, meters and fittings and fixtures for lighting the staircases, lobbies and other common areas (excluding those as are installed for any particular Apartment) and spaces required therefor
8. Windows/doors/grills and other fittings of the common areas of the Said Phase.
9. Generator, its installations and its allied accessories
10. Fire Tank, Fire Hydrants and Sprinklers in Common Areas
11. Ultimate Roof of each Tower
12. The said Phase Land
13. Active Garden:
 - Tennis Court
14. Sports Centre:
 - Volley Ball Court
 - Street Basket Ball
15. Indoor Amenities:
 - Indoor Games Room
 - Triple Height Games Area

PART II

(COMMON AREAS, AMENITIES & FACILITIES OF THE PROJECT)

COMMON AREAS

1. Drains and sewers from the Said Premises to the municipal corporation duct.
2. Water sewerage and drainage connection pipes from the Apartments/ Units to drains and sewers common to the Said Premises.
3. Toilets and bathrooms as designated and identified for common use of durwans, drivers and the maintenance staffs of the said Residential Complex.
4. Boundary walls of the Said Premises including walls of the main gates.
5. Water Pump Room, Domestic Water Tank and Water Treatment Plant
6. Tube well, water pump, overhead tanks and underground water reservoirs, water pipes and other common plumbing installations and spaces required therefor.

7. Transformer, electrical wiring, meters and fittings and fixtures for lighting the staircases, lobbies and other common areas (excluding those as are installed for any particular Apartment) and spaces required therefor
8. Windows/doors/grills and other fittings of the common areas of the Said Phase.
9. Generator, its installations and its allied accessories
10. Fire Tank, Fire Hydrants and Sprinklers in Common Areas
11. Sports & Fitness:
 - Tennis Court
 - Volleyball Court
 - Half Basketball Court
 - Sports Cabana
 - Indoor Sports Arena
 - Indoor Games Room
 - Gym & Fitness Centre
 - Olympic length Swimming Pool
 - Aqua Gym
 - Steam, Sauna & Spa Beds
 - Outdoor Fitness station
12. Kids Play:
 - Centre for extra curricular
 - Kid's Water Play
 - Indoor Kids Play Room
 - Rock Climbing
 - Jungle Gym & Play Tower
 - Toddler Play Zone
 - Play Lawn
 - Nature Trail
13. Leisure:
 - Flower Garden
 - Butterfly Garden
 - Outdoor Movie Pavilion
 - Floating Deck with day beds
 - Outdoor Jacuzzi
 - Heated Indoor Jacuzzi

- Open Lawn
- Forest Cabana
- Alfresco Seating
- Family Pavilion
- Forest Trail

14. Convenience:

- Cafeteria
- Business Lounge
- Banquet Hall
- Waiting Lounge
- Guest Rooms
- Pet Zone
- ATM

It is needless to mention that this would also include the specifications, common areas, amenities & facilities of the said Phase being Phase II.

FIFTH SCHEDULE

PAYMENT PLAN

The Total Price shall be paid by the Allottee in the following manner:

On Booking + Incidental charges	10% of Total Consideration + GST + Rs.7,000/-+GST
On Completion of Piling	10% of Total Consideration + GST
On Casting of Basement Raft Level	10% of Total Consideration + GST
On Casting of Deck Level	10% of Total Consideration + GST
On Casting of 2nd Floor	10% of Total Consideration + GST
On Casting of 4th Floor	10% of Total Consideration + GST
On Casting of 6th Floor	10% of Total Consideration + GST
On Casting of 8th Floor	10% of Total Consideration + GST
On Casting of 10th Floor	10% of Total Consideration + GST
On Casting of Ultimate Roof Casting	5% of Total Consideration + VRV + GST
After 120 days from Ultimate Roof Casting	Extra Charges & Deposits
On Possession + Incidental charges	5% of Total Consideration + GST+ Rs. 10,000+ GST

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

SIGNED AND DELIVERED
BY THE WITHIN NAMED:
OWNERS:

Please affix
photograph and
sign across the
photograph

Signature _____
Name _____

SIGNED AND DELIVERED
BY THE WITHIN NAMED:
Promoter:

Please affix
photograph and
sign across the
photograph

Signature _____
Name _____

SIGNED AND DELIVERED
BY THE WITHIN NAMED
ALLOTTEE:

Please affix
photograph and
sign across the
photograph

Signature _____
Name _____
Address _____

At _____ on _____ in the presence of :

WITNESSES:

1. Signature
Name _____
Address _____

2. Signature
Name _____
Address _____

PS VINAYAK HOMES LL.
Vinayak
Partner / Authorised Signatory