	AGREEMENT FO	R SALE			
MENT FOR SALE , 2023	("Agreement")	executed on	this		day
	MENT FOR SALE	MENT FOR SALE ("Agreement")	AGREEMENT FOR SALE MENT FOR SALE ("Agreement") executed on, 2023	MENT FOR SALE ("Agreement") executed on this	MENT FOR SALE ("Agreement") executed on this

BETWEEN

- 1. Akhandjyoti Realcon LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAG-7055, and Income Tax PAN No. ABFFA4864J, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO.
- 2. Akhandjyoti Real Estates LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAG-7053, and Income Tax PAN No. ABFFA4865K, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO
- **3. Amritlaxmi Vincom Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U51909WB2010PTC150582**, and Income Tax **PAN No. AAICA5974A**, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO
- **4. Arrowline Horticulture Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U01403WB2013PTC199095**, and Income Tax **PAN No. AAMCA2513R**, having its registered office at 230/B, A.J.C. Bose Road, 3rd Floor, Kolkata 700 020, Police Station Bhowanipur, Post Office A.J.C. Bose Road
- 5. Believer Estate Developer Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2015PTC208842, and Income Tax PAN No. AAGCB5315C, having its registered office at 16, Biprodas Chatterjee Lane, Shibpur, Howrah 711 102, Police Station and Post Office Shibpur,
- **6. Bhagwati Awas Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U70101WB2006PTC110987**, and Income Tax **PAN No. AADCB0246M**, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO,
- 7. Bhavishya Textile Mills Private Limited, a company existing under the provisions of the Companies Act, 2013, having CINU70100WB2012PTC185246, and Income Tax PAN No. AAFCB1531M, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO,
- **8. Blue Arrow Niketan Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U70102WB2015PTC208073**, and Income Tax PAN No. **AAGCB4677B**, having its registered office at 66, Jatindra Mohan Avenue, 1st Floor, Kolkata 700 005, Police Station Shyampukur, Post Office Hatkhola,
- 9. Camellia Vintrade Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U52190WB2009PTC137163, and Income Tax PAN No. AADCC7844C, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO,
- 10. Chandrani Vinimay Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U74900WB2009PTC135344, and Income Tax PAN No. AADCC7843F, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO,
- 11. Delightful Estate Developers LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAF-5823, and Income Tax PAN No. AAMFD0344A,

- having its registered office at "Hasting Chambers", 7C, Kiran Shankar Roy Road, 5th Floor, Room No. 5C, Kolkata 700001, Police Station Hare Street, Post Office GPO,
- **12. Everblink Highrise Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U70102WB2015PTC207520**, and Income Tax **PAN No.AAECE0301P**, having its registered office at 16, Biprodas Chatterjee Lane, Shibpur, Howrah 711 102, Police Station and Post Office Shibpur,
- **13. Everest Pratisthan Private Limited**, a company existing under the provisions of the Companies Act 2013, having CIN **U51909WB2009PTC137032**, and Income Tax **PAN No. AACCE2620D**, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO,
- **14. Gauriputra Developers Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U70102WB2015PTC20864**5, and Income Tax **PAN No. AAGCG1941D**, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO,
- **15. Gladstone Conclave Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U70102WB2015PTC207521**, and Income Tax **PAN No.AAGCG0762J**, having its registered office at 66, Jatindra Mohan Avenue, 1st Floor, Kolkata 700 005, Police Station Shyampukur, Post Office Hatkhola,
- **16. Glasseye Highrise Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U70102WB2015PTC207522**, and Income Tax **PAN No. AAGCG0763K**, having its registered office at 25, R. N. Mukherjee Road, Ground Floor, Kolkata 700 001, Police Station Hare Street, Post Office R. N. Mukherjee,
- **17. Gloxinia Developers Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U70102WB2015PTC207530**, and Income Tax **PAN No.AAGCG0764Q**, having its registered office at 230/B, A. J. C. Bose Road, 3rd Floor, Kolkata 700 020, Police Station Bhowanipur, Post Office A.J.C. Bose Road,
- **18. Goodwill Dealcomm Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U51909WB2009PTC138805**, and Income Tax **PAN No. AADCG7065K**, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO,
- 19. Graphic Constructions LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAF-5827, and Income Tax PAN No. AAPFG2662M, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO,
- 20. Hardsoft Constructions Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70109WB2012PTC185177, and Income Tax PAN No. AACCH9970R, having its registered office at CF 131, Sector 1, Salt Lake City, Kolkata 700 064, Police Station North Bidhannagar, Post Office Bidhannagar,
- **21. Jhilmil Agriculture Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U01403WB2013PTC199201**, and Income Tax **PAN No. AADCJ2351B**, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO,
- **22. Kalyankari Infrastructure Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U70102WB2015PTC208647**, and Income Tax **PAN No. AAGCK0056K**, having its

- registered office at CF 131, Sector 1, Salt Lake City, Kolkata 700 064, Police Station North Bidhannagar, Post Office Bidhannagar,
- 23. Kheria Developers LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAD-7263, and Income Tax PAN No. AAPFK1451L, having its registered office at 16, Biprodas Chatterjee Lane, Shibpur, Howrah 711 102, Police Station and Post Office Shibpur
- 24. Kheria Realty LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAD-7264, and Income Tax PAN No. AAPFK1490D, having its registered office at 16, Biprodas Chatterjee Lane, Shibpur, Howrah 711 102, Police Station and Post Office Shibpur
- **25.** Lakshmi Group Realty Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70109WB2016PTC215513, and Income Tax PAN No. AADCL0529M, having its registered office at "Fortuna Tower", 23A, N. S. Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO
- **26.** Lakshmi Hospitality & Farms Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN **U70100WB2016PTC215555**, and Income Tax **PAN No. AADCL0530A**, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO
- **27. Lakshmi Procon Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U70109WB2008PLC127179**, and Income Tax **PAN No. AABCL4891L**, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO
- 28. Lakshmi Realty Projects Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2009PTC137826, and Income Tax PAN No. AABCL6475G, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO
- 29. Lakshmi Steel Industries Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U27310WB2007PTC116932, and Income Tax PAN No. AABCL3353K, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO
- **30.** Lakshmi Transtel Tower Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U29253WB2008PLC127444, and Income Tax PAN No.AABCL4955F, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO
- **31. Lifewood Developers Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U70109WB2012PTC18512**2, and Income Tax **PAN No. AACCL3285H**, having its registered office at CF 131, Salt Lake City, Sector 1, Kolkata 700 064, Police Station North Bidhannagar, Post Office Bidhannagar
- **32. Lifewood Horticulture Private Limited**, a company existing under the provisions of the Companies Act 2013, having CIN **U01400WB2013PTC193067**, and Income Tax **PAN No. AACCL4766D**, having its registered office at CF 131, Sector 1, Salt Lake City, Kolkata 700 064, Police Station North Bidhannagar, Post Office Bidhannagar
- **33. Lifewood Infrastructure LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN **AAC-8519**, and Income Tax **PAN No. AAFFL4859F**,

- having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO
- **34. Lifewood Nirman LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN **AAC-8520**, and Income Tax **PAN No. AAFFL4807M**, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO
- **35. Moonlight Agriculture Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U01403WB2013PTC199094**, and Income Tax **PAN No. AAICM9800H**, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO
- **36. Moonlight Horticulture Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U01403WB2013PTC199096**, and Income Tax **PAN No. AAICM9799D**, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO
- **37. Nachiket Developers Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U70102WB2013PTC191162**, and Income Tax **PAN No. AAECN2724P**, having its registered office at 36A, Sahitya Parishad Street, Triveni Apartments, Kolkata 700 006, Police Station Burtolla, Post Office Beadon Street
- **38. Nightangle Dealtrade Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U51909WB2010PTC153487**, and Income Tax **PAN No. AADCN4307P**, having its registered office at 36A, Sahitya Parisad Street, Triveni Apartments, Kolkata 700 006, Police Station Burtolla, Post Office Beadon Street
- **39. Orient Dealmark Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U51909WB2010PTC153767**, and Income Tax **PAN No. AABCO3717A**, having its registered office at P-31/A, Kalakar Street, Kolkata 700 007, Police Station Burrabazar, Post Office Kalakar Street
- **40.** Palanhar Projects Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN **U70102WB2013PTC192943**, and Income Tax PAN No. AAHCP1387P, having its registered office at CF 131, Sector-1, Salt Lake City, Kolkata 700 064, Police Station North Bidhannagar, Post Office Bidhannagar
- **41.** Paraag Builders Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN **U45400WB2014PTC203556**, and Income Tax **PAN No.AAHCP8617Q**, having its registered office at 25, R. N. Mukherjee Road, Kolkata 700 001, Police Station Hare Street, Post Office R. N. Mukherjee,
- **42. Parampita Nirman Private Limited,** a company existing under the provisions of the Companies Act, 2013, having CIN **U70102WB2013PTC192941**, and Income Tax **PAN No. AAHCP1385R**, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO
- **43. Plentyvalley Highrise Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U70102WB2015PTC207523**, and Income Tax **PAN No. AAICP2356H**, having its registered office at 25, R. N. Mukherjee Road, Ground Floor, Kolkata 700 001, Police Station Hare Street, Post Office R. N. Mukherjee
- **44. Prarthana Infracon LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN **AAC-8537**, and Income Tax **PAN No. AAQFP4581R**, having its

- registered office at 39/40, Hara Prasad Shastri Sarani, Block H, New Alipore, Kolkata 700 053, Police Station and Post Office New Alipore
- **45. Purnasatya Developers Private Limited**, a company existing under the provisions of the Companies Act, 2013, having **CIN U70109WB2011PTC162573**, and Income Tax **PAN No. AAGCP0056Q**, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO
- **46.** Ramadhuta Properties Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2015PTC207517, and Income Tax PAN No. AAHCR4162L, having its registered office at 14E/2/1A, Naktala Road, 2nd Floor, Kolkata 700 047, Police Station Jadavpur, Post Office Naktala,
- **47. Rambhakt Buildcon LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN **AAH-2032**, and Income Tax **Pan No. AAUFR4930J**, having its registered office at 66, Jatindra Mohan Avenue, 1st Floor, Kolkata 700 005, Police Station Shyampukur, Post Office Hatkhola,
- **48.** Rashdhara Realestates Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2015PTC208648, and Income Tax PAN No. AAHCR5450P, having its registered office at "Fortuna Tower", 23A, N. S. Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO
- **49. Retrodesign Constructions LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN **AAF-5828**, and Income Tax **PAN No. AATFR5729C**, having its registered office at26, Belvedere Road, 1st Floor, Alipore, Kolkata 700027, Police Station Alipore, Post Office Alipore
- **50. Risewell Estates Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U70109WB2012PTC184585**, and Income Tax **PAN No. AAGCR0023B**, having its registered office at 16A, Shakespeare Sarani, Kolkata 700 071, Police Station and Post Office Shakepeare Sarani
- **51. Santainath Real Estate LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN **AAD-7268**, and Income Tax **PAN No. ACUFS0024N**, having its registered office at 66, Jatindra Mohan Avenue, 1st Floor, Kolkata 700 005, Police Station Shyampukur, Post Office Hatkhola
- **52. Sarvavarna Promoters LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN **AAD-7261**, and Income Tax PAN No. **ACTFS9333H**,having its registered office at 16, Biprodas Chatterjee Lane, Shibpur, Howrah 711 102, Police Station and Post Office Shibpur,
- **53. Satyam Vanijya Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U51109WB2006PTC108764**, and Income Tax **PAN No. AAJCS9072N**, having its registered office at 14, N. S. Road, 4th floor, Kolkata 700 001, Police Station Hare Street, Post Office GPO
- 54. Shivangan Agriculture Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U01403WB2013PTC192988, and Income Tax PAN No. AATCS0118F, having its registered office at CF 131, Sector 1, Salt Lake City, Kolkata 700 064, Police Station North Bidhannagar, Post Office Bidhannagar
- **55. Shivangan Properties Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U45400WB2006PTC107497**, and Income Tax **PAN No. AAKCS6636B**, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO

- **56. Shivmani Conclave Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U70102WB2015PTC207518**, and Income Tax **PAN No. AAWCS0836R**, having its registered office at 14E/2/1A, Naktala Road, 2nd Floor, Kolkata 700 047, Police Station Jadavpur, Post Office Naktala,
- **57. Snowball Infraplaza Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U70102WB2015PTC207531**, and Income Tax **PAN No. AAWCS0838B**, having its registered office at "Fortuna Tower", 23A, N. S. Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO
- **58. Solty Dealer Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U51101WB2010PTC151976**, and Income Tax **PAN No. AAOCS6837J** having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO
- **59. Standard Commosales Private Limited,** a company existing under the provisions of the Companies Act, 2013, having CIN **U51909WB2010PTC155994**, and Income Tax **PAN No. AAPCS0970F**, having its registered office at 16, Bipro Das Chatterjee Lane, Shibpur, Howrah 711 102, Police Station and Post Office Shibpur
- **60. Subhdhan Commodeal Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U51909WB2010PTC150570**, and Income Tax **PAN No. AAOCS4252M**, having its registered office at "Fortuna Tower", 23A, N. S. Road, 1st Floor, Room No. 10, Kolkata 700 001, Police Station Hare Street, Post Office GPO
- **61. Subhshiv Developers Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U70102WB2015PTC208649**, and Income Tax **PAN No. AAWCS4712N**, having its registered office at 14E/2/1A, Naktala Road, 2nd Floor, Kolkata 700 047, Police Station Jadavpur, Post Office Naktala,
- **62. Suntown Constructions LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN **AAD-7372**, and Income Tax **PAN No. ACUFS0025P**,having its registered office at 66, Jatindra Mohan Avenue, 1st Floor, Kolkata 700 005, Police Station Shyampukur, Post Office Hatkhola
- **63. Suntown Projects LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN **AAD-7267**, and Income Tax **PAN No. ACUFS0023M**, having its registered office at "Hasting Chambers", 7C, Kiran Shankar Roy Road, 5th Floor, Room No. 5C, Kolkata 700001 Police Station Hare Street, Post Office GPO,
- **64. Thakdari Developers LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN **AAD-7260**, and Income Tax PAN No. **AAKFT0592J**, having its registered office at 66, Jatindra Mohan Avenue, 1st Floor, Kolkata 700 005, Police Station Shyampukur, Post Office Hatkhola
- **65. Thakdari Real Estate LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN **AAD-7269**, and Income Tax **PAN No. AAKFT0656K**, having its registered office at 16, Biprodas Chatterjee Lane, Shibpur, Howrah 711 102, Police Station and Post Office Shibpur
- **66. Upfront Builders Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U70102WB2015PTC208865**, and Income Tax **PAN No. AABCU8825F**, having its registered office at 66, Jatindra Mohan Avenue, 1st Floor, Kolkata 700 005, Police Station Shyampukur, Post Office Hatkhola,

- **67. Vedini Infracon LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN **AAD-7262**, and Income Tax **PAN No. AAMFV5322N**, having its registered office at "Hasting Chambers", 7C, Kiran Shankar Roy Road, 5th Floor, Room No. 5C, Kolkata 700001 Police Station Hare Street, Post Office GPO
- **68. Winsome Estates Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U70109WB2012PTC184535**, and Income Tax **PAN No. AABCW2726M**, having its registered office at 16A, Shakespeare Sarani, Kolkata 700 071, Police Station and Post Office Shakespeare Sarani,
- **69. Workswell Infra LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN **AAH-2035**, and Income Tax **PAN No. AACFW3732F**, having its registered office at 66, Jatindra Mohan Avenue, 1st Floor, Kolkata 700 005, Police Station Shyampukur, Post Office Hatkhola,
- **70. Worldwyn Estates Private Limited**, a company existing under the provisions of the Companies Act, 2013, having CIN **U70109WB2012PTC184538**, and Income Tax **PAN No. AABCW2725J**, having its registered office at 16A, Shakespeare Sarani, Kolkata 700 071, Police Station and Post Office Shakespeare Sarani,
- **71. Yashvi Real Estate LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN **AAC 8536**, and Income Tax **PAN No. AABFY4825G**, having its registered office at 39/40, Hara Prasad Shastri Sarani, Block H, New Alipore, Kolkata 700 053, Police Station and Post Office New Alipore,
- **72. PETUNIA ENCLAVE PRIVATE LIMITED**, a company incorporated under the companies Act 1956 as extended by the Companies Act 2013, having CIN *U70102WB2015PTC207529* having PAN No. AAICP2357G, having its registered office at 5B, Crescent Tower, 229, A.J.C. Bose Road, Kolkata-700023, Post Office Lala Lajpat Rai Sarani and Police Station Bhawanipure,
- **73. RAMADHUTA BUILDERS PRIVATE LIMITED**, a company incorporated under the companies Act 1956 as extended by the Companies Act 2013, having CIN U70102WB2015PTC208120, having PAN No. AAHCR4919F, having its registered office at 5B, Crescent Tower, 229, A.J.C. Bose Road, Kolkata-700023, Post Office Lala Lajpat Rai Sarani and Police Station Bhawanipure
- **74. SNOWBALL SKYSCRAPER PRIVATE LIMITED**, a company incorporated under the companies Act 1956 as extended by the Companies Act 2013, having CIN U70102WB2015PTC207816, having PAN No. AAWCS1756J, having its registered office at 5B, Crescent Tower, 229, A.J.C. Bose Road, Kolkata-700023, Post Office Lala Lajpat Rai Sarani and Police Station Bhawanipure
- **75. FAIRBLINK INFRAPROJECT LLP,** a Limited Liability Partnership, having Registration No. AAM-9291 and PAN No. AAGFF0087L, having its office at 202, Sunny Corner, 2nd Floor, 22, Sarat Bose Road, Kolkata 700020 Post Office AJC Bose Road and Police Station Ballygunge;
- **76. GLOXINIA INFRAPLAZA LLP** a Limited Liability Partnership, having Registration Number AAM 9255 and having PAN No. AASFG8786B, having its registered office at 202, Sunny Corner, 2nd Floor, 22 Sarat Bose Road, Kolkata-700020 Post Office AJC Bose Road and Police Station Ballygunge
- 77. BLUE ARROW BUILDCON PRIVATE LIMITED, a company incorporated under the companies Act 1956 as extended by the Companies Act 2013, having CIN U70102WB2015PTC207823, having PAN No. AAGCB4261R, having its registered office at 47A, Zakaria Street, Kolkata 700 073 Post Office Chittaranjan Avenue and Police Station- Jora Sanko,
- **78. GLASSEYE INFRAPLAZA PRIVATE LIMITED,** a company incorporated under the companies Act 1956 as extended by the Companies Act 2013, having CIN *U70102WB2015PTC207821*, having PAN No. AAGCG1056M, having its registered office at 47A, Zakaria Street, Kolkata 700 073, Post Office Chittaranjan Avenue and Police Station Jora Sanko,

- **79. PETUNIA NIRMAN LLP,** a Limited Liability Partnership, having Registration Number AAM 9252 and having PAN No. AAWFP1499A having its office at 202, Sunny Corner, 2nd Floor, 22 Sarat Bose Road, Kolkata-700020, Post Office AJC Bose Road and Police Station Ballygunge
- **80. PLENTYVALLEY PROPERTIES PRIVATE LIMITED,** a company incorporated under the companies Act 1956 as extended by the Companies Act 2013, having CIN *U70102WB2015PTC207832*, having PAN No. AAICP2693M, having its registered office at 4A, Syed Sally Street, 2nd Floor, Room No. 13, 14, 15, 16, 17, 18 & 19, Kolkata 700073, Post Office Chittaranjan Avenue and Police Station Jora Sanko,
- **81. SANTAINATH INFRA PROJECTS LLP**, a Limited Liability Partnership, having Registration Number AAD-7371 and having PAN No. ACTFS9334A, having its registered office at 47A, Zakaria Street, Kolkata 700073, Post Office Chittaranjan Avenue and Police Station Jora Sanko,
- **82. BLUE LIGHT VILLA PRIVATE LIMITED**, a company incorporated under the companies Act, 1956 as extended by the Companies Act 2013, having CIN U70102WB2015PTC207831, having PAN No. AAGCB4260Q, having its registered office at 19, Synagogue Street, City Centre, 2nd Floor, Room No. 251, Kolkata-700001, Post Office Khangrapatti and Police Station Burrabazar
- **83. LILY NIWAS PRIVATE LIMITED**, a company incorporated under the companies Act 1956 as extended by the Companies Act 2013, having CIN U45208WB2009PTC137660, having PAN No. AABCL7156N, having its registered office at, 19, Synagogue Street, City Centre, 2nd Floor, Room No. 251, Kolkata-700001, Post Office Khangrapatti and Police Station Burrabazar
- 84. SHIVMANI PROMOTERS PRIVATE LIMITED, a company incorporated under the companies Act 1956 as extended by the Companies Act 2013, having CIN U70102WB2015PTC208122, having PAN No. AAWCS3134J, having its registered office at, 19, Synagogue Street, City Centre, 2nd Floor, Room No. 251, Kolkata-700001, Post Office Khangrapatti and Police Station Burrabazar
- **85. MR. SANJAY KUMAR JAIN**, son of Late Ratanlal Jain, residing at 1, Crooked Lane, First Floor, Kolkata 700 069 Police Station Hare Street, Post Office Dharmatalla, and having Income Tax PAN No. AEFPJ2439F (AADHAR No.427011586193)

&

86. MRS. SUMAN JAIN, wife of Sanjay Jain, residing at 2/1A, Justice Dwarka Nath Road, Kolkata – 700 020, Police Station Bhawanipore, Post Office Elgin Road and having Income Tax PAN No. ACQPJ1880K (AADHAR No. 390130911540)

represented by its Constituted Attorney **PS GROUP REALTY PRIVATE LIMITED** [Income Tax PAN AABCP5390E], a company existing under the provisions of the Companies Act, 2013, having its registered office at 1002 E.M Bypass, Kolkata - 700 105, Police Station Pragati Maidan Post Office Dhapa, acting through its authorized representative **MR. RADHESHYAM PANCHARIA** [Income Tax PAN AEQPP5365K] [AADHAR NO. 6761 0059 7035] [MOBILE NO. 98362 -99925], son of Sri Bhanwarlal Pancharia, residing at 1/11, Arbinda Nagar. Post office — Bijoygarh, Police Station — Jadavpur, Kolkata — 700 032, appointed by the Owners by Power of Attorney hereinafter collectively referred to as "the said Owners" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include in case of individuals his/her heirs, executors, administrators, successors, representatives and/or assigns, in case of a Limited Liability Partnership firm shall include its partners and their heirs, executors, administrators, successors, representatives and/or assigns and in case of companies successors-in-interest and assigns) of the FIRST PART

AND

PS GROUP REALTY PVT. LTD. (CIN U65922WB1988PTC044915), a company incorporated under the Companies Act, 1956 having its Registered Office at No. 1002, E M Bypass, Police Station – Pragati Maidan, Post office - Dhapa, Kolkata-700 105 having (PAN AABCP5390E), represented by its Authorized Signatory, acting through its authorized representative MR. RADHESHYAM PANCHARIA [Income Tax PAN AEQPP5365K] [AADHAR NO. 6761 0059 7035] [MOBILE NO. 98362 -99925], son of Sri Bhanwarlal Pancharia, residing at 1/11, Arbinda Nagar. Post office – Bijoygarh, Police Station – Jadavpur, Kolkata – 700 032 hereinafter referred to as the "PROMOTER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its nominees, successors-in-interest and permitted assigns) of the SECOND PART

AND

(1) Mr. [Income Tax PAN] [Aadhar No.] [Mobile No.], son of, (2) Mrs. [Income Tax PAN] [Aadhar No.] [Mobile No.], wife of Mr., both residing at, Durgapur –, Police Station –, Post Office –, hereinafter referred to as the "ALLOTTEES" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, successors, representatives and/or assigns) of the THIRD PART:

The Owners, Promoter and Allottees shall hereinafter collectively be referred to as the "parties" and individually as a "party".

WHEREAS:

- A. The Owners are the absolute and lawful owners of land measuring more or less ALL THAT piece and parcel of land containing an area of measuring about 27 Bighas 7 Cottahs 6 Chittacks 11 Sq. ft. (more or less) equivalent to 36614.73 sq. mt. (physical area 36612.64 sq. mt.), having buildings and structures having dwelling units, passage, boundary walls etc. R.S. and L.R. Dag Nos. 444/1477 (Earlier 444 (P)), 446, 447/1472 (earlier 447 (P)), 1317, 1319, 1320, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1341/1471 (earlier 1341 (P)), 1342, 1343/1473 (earlier 1343 (P)), 1344/1474 (earlier 1344 (P)), 1345/1475 (earlier 1345 (P)), 1346/1478 (earlier 1346 (P)), 1347, 1348, 1349, 1350, 1351, 1352, 1353/1479(Earlier 1353 (P)), 1354, 1355, 1356, 1357, 1358 and 1359, under L.R. Khatian Nos. 1665, 1686, 1709, 1710, 1711, 1713, 1759, 1760, 1761, 1775, 1856, 1857, 1858, 1866, 1897, 1899, 1900, 1908, 1909, 1939, 1956, 1957, 1960, 1961, 1985, 2002, 2017, 2108, 2109, 2131, 2132, 2133, 2134, 2135, 2136, 2138, 2139, 2142, 2143, 2144, 2171, 2174, 2199, 2200, 2201, 2202, 2229, 2230, 2232, 2233, 2245, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2301, 2303, 2305, 2306, 2307, 2326, 2340, 2341, 2342, 2344, 2345, 2361, 2369, 2378, 2433 and 2432 in Mouza – Thakdari, J.L. No. 19, Touzi No. 145, RS No. 216, under Bidhannagar municipal Corporation, Being Municipal Ward No. 27, P.S. New Town, District - North 24 Parganas, West Bengal (hereinafter referred to as "the **Project Land,** fully described in Part-I of the First Schedule").
- B. The Owners and the Promoter have entered into various development agreements in respect of lands forming part of the Project Land for development of Real Estate project, the details of which are as follows:

Owners	Book No.	CD Volume No.	Pages	Being No	Year	Registration Office
Akhandjyoti Realcon LLP & 70 ors.	I	1904-2018	36024 to 36259	190400799	2018	Additional Registrar of Assurance - IV, Kolkata
Sanjay Kumar Jain & Anr.	I	1523-2018	84127 to 84205	152302348	2018	Additional District Sub -

						Registrar, Rajarhat
Fairblink Infraproject Pvt. Ltd. & 6 Ors.	I	1523-2018	84223 to 84330	152302349	2018	Additional District Sub - Registrar, Rajarhat
Blue Light Villa Pvt. Ltd. & 2 Ors.	I	1523-2018	235838 to 235916	152306988	2018	Additional District Sub - Registrar, Rajarhat
Petunia Enclave Pvt. Ltd. & 2 Ors.	I	1523-2018	235917 to 235996	152306987	2018	Additional District Sub - Registrar, Rajarhat

(hereinafter collectively referred to as "the Development Agreements")

The Development Agreements also records the powers granted by the Owners to the Promoter interalia to act in their place and stead and to represent them in all matters and purposes concerning the development of the real estate project.

- C. The Owners and the Promoter with an intention and for the purpose of development of an integrated housing project on the Project Land named as "ONE 10", comprising residential apartments, other spaces and common areas intended to be constructed in three phases ("Project").
- D. The particulars of the title of the Owners to the Project Land are fully described in **Part III** of the **First Schedule** hereto (hereinafter referred to as "the **Devolution of Title**").
- E. The Owner No. 6 (herein) being Bhagwati Awas Private Limited has acquired the leasehold rights from West Bengal Housing Infrastructure Development Corporation Ltd., by and under a Deed of Lease dated 30th May, 2016 registered with the Additional Registrar of Assurances IV, Kolkata in Book No. I, Volume No. 1904-2016, Pages 190445 to 190479, Being No. 190405216 for the year 2016, of ALL THAT land admeasuring 406.07 sq. mts. more or less situate, lying at being Plot No. AA/1D/OP-43, Premises No. OP-43, Action Area 1D, New Town, Police Station: New Town, Mouza Thakdari, District North 24 Parganas (hereinafter referred to as "HIDCO LAND A") and ALL THAT land measuring 1470.43 sq. m. more or less, situate lying at and being Plot No. DA/138/1, Premises No. 11/1-0276, Action Area 1, New Town, Police Station: New Town, Mouza Thakdari, District North 24 Parganas (hereinafter referred to as "HIDCO LAND B"); HIDCO LAND A and HIDCO LAND B are collectively hereinafter referred to as "the HIDCO Land" for a period of 99 (ninety nine) years commencing on and from 30th May, 2016 for the commercial use under principal use "Mercantile (Retail) — Assemb1y" & 'Access & Service Facility". By and under two letters dated 29th June 2016 and 29th September, 2016 from West Bengal Housing Infrastructure Development Corporation Ltd., the Owner No. 6 became entitled to use HIDCO LAND for access & service facility as well.
- F. The Project has various other access road and/or pathway to the Project. However for the beneficial use of all the Allottees and welfare of the Project, the said Owner No. 6 has agreed to grant the right of use for the residual lease period of a portion of the HIDCO Land measuring 304.36 sq. mts (HIDCO Access Land) which has been demarcated for the purpose of being used as access road and/or road, path etc. for egress and ingress to the Project.
- G. The Promoter has caused a plan to be sanctioned by the concerned authorities vide Memo No. 03/18-19 dated 23.04.2018 and thereafter modified the sanctioned plan as Memo No. BMC/BPN/2023/ dated

15.05.2023 ("Plan"), for construction of various phases having various towers on the Project Land, out of which the Promoter is in the course of construction and marketing of Phase III comprising of Tower Nos. 11 and covered car parking spaces in the ground floor and open multi level car parking spaces in the open space which will be the third phase of development of the Project on a portion of the Project Land ("Phase III"), more fully described in Part – II of the First Schedule

- H. The Promoter has obtained Green Building Certification vide IGBC Registration No.GH 170213 dated August 2017 for the Project whereupon the Promoter is entitled to extra and/or additional floor area ratio which may be made available and/or sanctioned in accordance with the building rules of the Bidhanagar Municipal Corporation and/or applicable laws (hereinafter referred to as the "ADDITIONAL FAR") and the Promoter proposes to construct Tower No. 11 in the 3rd (Third) phase for utilizing the Additional FAR of the Project. The Owners and the Promoter have further decided that the aggregate FAR sanctioned for the entire Project need not be uniformly utilized in all the different phases and the Promoter may vary the utilization of the sanctioned FAR from phase to phase without exceeding the total sanctioned FAR for the entire Project.
- I. The Owners and the Promoter are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Owners regarding the Project Land as well as the Phase III Land have been completed.
- J. The Promoter/owners has intimated the Bidhanagar Municipal Corporation vide their letter dated 7th June 2023 regarding the commencement of the Project
- K. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and the apartment or buildings thereon, as the case may be, from the concerned authority vide Sanction Plan. The Promoter agrees and undertakes that it shall not make any changes to these approved plans of Phase III except in strict compliance with laws as applicable.

L.	The Promoter has registered the Phase III of the Project under the provisions of the Act with West Benga Real Estate Regulatory Authority at Kolkata on under Registration No WBRERA/P/NOR/
M.	The Allottees have applied for allotment of an apartment in the Project vide application No
	having carpet area ofsquare feet and Exclusive Balcony/Verandah/Open Terrace Area Or "EBVT Area", if any, having area of square feet aggregating to Net Area of 668 square feet:

AREA	Sq.Ft
Carpet Area of Unit	
EBVT Area	
Net Area = (Carpet Area of Unit + EBVT Area)	

on the _	th floor in ⁻	Tower No.	, ("Building	g") along with	() Covered Podiu	m car parking	spaces
in the (Ground Floor	`Garage' (not being a p	art of Commo	on Area)	being parking	spaces No.	, as

permissible under applicable law (hereinafter collectively referred to as the "said Apartment") morefully mentioned in Part – I of the Second Schedule hereto to be developed in accordance with the Specifications as mentioned in Part – II of the Second Schedule hereto together with the right to enjoy the Common Areas, Amenities and Facilities of the Phase III and whole Project as and when they are constructed or made ready and fit for use (Project Common Areas, Amenities and Facilities), morefully mentioned in Part-I and Part-II of the Third Schedule hereto.

- N. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. On demand from the Allottees, the Promoter has given inspection to the Allottees of all the documents of title relating to the Land and the plans, designs and specifications prepared by the Promoter's Architects MNC.ONE of 1516, Rajdanga Main Road, Kolkata-700 107.
- O. The Allottees have been made expressly aware and after considering what has been disclosed to the Allottees by the Promoter and the Owners, the Allottees have, after taking independent legal advice in respect thereof, agreed that their right to enjoy the Project Common Areas, Amenities and Facilities shall always be subject to a permanent right of easement use and access of the Owners and Promoter, their men, and agents, the owners and occupants of apartments of the Other Phases with whom such common areas, amenities and facilities of the Project will be shared. The Allottees have also been made aware and agrees that the Promoter and the owners and occupiers of apartments of the other Phases shall also be entitled to the Project Land and all benefits arising therefrom including the right to access of the other Phases through the roads paths and passages of Phase III comprised in the Project and/or through the Project Land.
- P. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- Q. It is hereby agreed that the application form shall be deemed to be a part of this Agreement.
- R. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.
- S. 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.
- The Allottees have been made aware and has unconditionally agreed that the other owners and occupants of apartments of the other phases of the Project shall have complete and unhindered access to all Common Areas, Amenities and Facilities of the Project which are or may be meant or allowed by the Promoter for use and enjoyment by all such other third parties who shall be entitled to enjoy all such common amenities and facilities of the Project which are so intended by the Promoter for use of the occupants of other parts/phases of the entire Project (Common Areas, Amenities and Facilities of the Project).
- U. 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 transfer their right title and interest in the said Apartment together with right to use the Project Common Areas Amenities and Facilities (as and when ready) and the Allottees hereby agree to purchase the said Apartment subject to the terms and conditions contained in all the recitals above. The pro-rata share in the Project Common

Areas shall be conveyed to the Association of the allottees of the Project, which shall be formed upon obtaining the Completion Certificate in respect of all the phases of the Project.

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:

ditions as detailed in this reby agrees to purchase, t	
	Agreement, the Promoter agrees to sell to the ne said Apartment.
tion of Apartmen Only) ("Total Co	t is Rs/- (Rupees onsideration of Apartment").
10D	Rate of Apartment per square foot of carpet area : Rs/-
	Rs/-
verandah areas	Rs/-
асе	Rs. 0/-
any	Rs/-
	Rs/-
tment	Rs
amount is payable agains ince charges for the	
amount is payable as fund nent, improvements Project. This amount sha nst any arrears in mainten	and I be ance
axes as the Promoter or per.	
axes as the Promoter or	

Legal Charges (includes legal fees pertaining to drafting of	Rs. /-
this ATS and the Deed of Conveyance)	
Incidental charges for facilitating the process of registration	Rs/-
Association Formation Charges	Rs. 5,000/-
Diesel Generator Power Backup - Generator charges for limited back up (Rs. 25,000/- per KVA)	Actuals On the basis of per KVA
Club Maintenance Deposit	Rs/-
Club Development Charges	Rs/-
VRV Air Conditioning Charges	Rs/-
Property tax deposit - This amount is payable against proportionate share of Property Tax for the said Apartment for twelve months.	
Total Extras and Deposits (in Rupees)	Rs/- + on actuals

Notes:

- (i) Interest free advance common area maintenance deposit has been calculated on a proposed estimated cost and may vary as per actuals at the time of possession.
- (ii) The abovementioned advance common area maintenance deposit and sinking fund shall be received by the Promoter on behalf of the ultimate Association/Facility Management Company and transferred by the Promoter to the association of the apartment owners upon its formation.

Explanation:

- (i) The Total Consideration of Apartment above includes the booking amount paid by the Allottees to the Promoter towards the Apartment.
- (ii) The Total Consideration of Apartment, Total Tax and the Total Extras & Deposits as mentioned in clause 1.2.1, 1.2.2 and 1.2.3 above includes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, cess or any other similar taxes which may be levied in connection with the construction of the Project and payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottees and the Project to the Association of Allottees, after obtaining completion certificate of all the phases of the Project.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the said Project (as may be extended) the same shall not be charged from the Allottees.

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

- (iv) The Total consideration of Apartment, Total Taxes and the Total Extras and Deposits as mentioned in Clause 1.2.1, 1.2.2 and 1.2.3 includes recovery of price of land, cost of construction of not only the Apartment but also the Project Common Areas, Amenities and Facilities, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Apartment, lift, water line and plumbing, tiles, doors, windows, fire detection and firefighting equipment in the Project Common Areas, Amenities and Facilities, maintenance deposits and other charges as mentioned in clause 1.2.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- (v) **TDS:** If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottees on the consideration payable to the Promoter and the same shall be deposited by the Allottees to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottees under this agreement and the amount thereof shall be treated as outstanding.
- 1.3 The Total consideration of Apartment, Total Taxes and the Total Extras and Deposits as mentioned in Clause 1.2.1, 1.2.2 and 1.2.3 is escalation-free, save and except increases which the Allottees 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 Allottees for increase in development charges, costs/charges imposed by the competent authorities, the Promoter shall enclose details of the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments Provided That if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project (as extended) the same shall not be charged from the Allottees.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in the **Fourth Schedule** hereto ("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 rate as may be 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 The Promoter shall confirm the final carpet area that has been allotted to the Allottees after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The Total Consideration of Apartment, Total Tax and The Total Extras and Deposits as mentioned in clause 1.2.1, 1.2.2 and 1.2.3 payable for the Apartment shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by Allottees within 45 (forty-five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottees. If there is any increase in the carpet area allotted to Allottees, the Promoter may demand that from the Allottees as per the next milestone of the Payment Plan, with annual interest at the rate prescribed in the Rules, from the date when such amount was due. All these monetary adjustments shall be made at the same rate per square foot as agreed in para 1.2.1 of this Agreement. No claim by either party on any variation of carpet area or increase or

decrease of Total Price shall be made after expiry of 15 days of issuance of notice by the Promoter to the Allottee to take possession of the Unit.

- 1.5 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 in Phase III described herein (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the Apartment or building, as the case may be without the previous written consent of the Allottees as per applicable laws Provided That the Promoter may make such minor additions or alterations as may be required by the Allottees or such minor changes or alterations in accordance with applicable laws.
- 1.6 The Allottee(s) agree(s) that they are aware that the Promoter has developed and/or proposing to develop in due course, the other phases of the Project, whose occupants will also use the Project Common Areas, Amenities and Facilities of the and installations thereat.
- 1.7 The rights of the Allottees is limited to ownership of the said Apartment and the Allottees hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- 1.8 The Allottees shall only have user rights in the Project Common Areas, Amenities and Facilities to the extent required for beneficial use and enjoyment of the said Apartment, which the Allottees hereby accepts and agrees that the Allottees shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Project Common Areas, Amenities and Facilities.
- 1.10 Subject to the terms herein, the Promoter agrees and acknowledges that the Allottees shall have the right to the Apartment as mentioned below:
 - (i) The Allottees shall have exclusive ownership of the Apartment;
 - (ii) The Allottees shall also have right to use the Project Common Areas, Amenities and Facilities. It is clarified that the Promoter shall convey and hand over the Project Common Areas, Amenities and Facilities to the Association of Apartment Owners of the Project, to be formed after duly obtaining the completion certificate from the competent authority for all the phases of the Project.
 - (iii) The Allottees have the right to visit the project site to assess the extent of development of the said Phase and the Apartment, as the case may be, however with prior intimation to and permission from the Promoter.
- 1.11 It is made clear by the Promoter and the Allottees agrees that the Apartment along , if any shall be treated as a single indivisible unit for all purposes. It is agreed that except for and subject to proposed sharing of infrastructure, common areas, facilities and amenities of Phase III and other Phases of the Project and easement rights being granted therein to the owners and occupants of all Phases, Phase III is a part of any Phase I and Phase II and is linked/combined with any for the purpose of integration of infrastructure and use of the Common Areas, Amenities and Facilities of all phases for the benefit of all the allottees of all the Phases. It is clarified that all the Common Areas, Amenities and Facilities of the Project shall be available only for use and enjoyment of the allottees of the said Phase along with the allottees of the other Phases.

- 1.13 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the allottees, which it has collected from the allottees, for the payment of outgoings (including land cost, ground rent, 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 outgoings collected by it from the allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- On or before the effective date the Allottees have paid 10% of the Total Consideration, being a sum of Rs. _______/- (Rupees __________Only) excluding GST as Booking Amount being part payment towards the Total Consideration of Apartment, and Total Tax as mentioned in clause 1.2.1 and 1.2.3, the receipt of which the Promoter hereby acknowledges, and the Allottees hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein.

Provided That if the Allottees delays in payment towards any amount which is payable, they 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:

2.1 Subject to the terms of the Agreement, the Allottees and the Promoter abiding by the construction milestones, the Allottees shall make all payments, on written demand/e-mail by the Promoter, within the stipulated time as mentioned in the Payment Plan in the Fourth Schedule hereunder or otherwise, through account payee local cheques/demand drafts/banker's cheques or online payment (as applicable) in favour of "PS GROUP REALTY PVT LTD-ONE10-PHASE-3 PROJECT-COLLECTION ACCOUNT." payable at Kolkata or in the manner mentioned in the demand/email. Outstation cheques shall not be accepted.

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

- 3.1 The Allottees, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/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 shall be in terms of or in accordance with the provisions of the 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 Allottees understand and agree that in the event of any failure on their 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 Allottees shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under applicable laws. The Promoter shall not be responsible towards

any third party making payment/remittances on behalf of any Allottees and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottees only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the said Phase IIIand the Phase Common Areas, Amenities and Facilities, as disclosed, and towards handing over the Apartment to the Allottees. 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 Allottees.

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

The Allottees have seen and accepted the proposed layout plan of the Apartment and also the floor plan as also shown in **Annexure-A** to the Agreement, specifications, amenities and facilities of the Apartment/Project as mentioned in the **SECOND SCHEDULE** and the **THIRD SCHEDULE** hereto which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the said Phase III 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, FAR and density norms and provisions prescribed by such authorities and shall not have an option to make any variation/alteration/modification in such plans save and except for other phases of the project and other than in the manner provided under applicable laws and this Agreement, 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 Allottees, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete Phase III Common Areas, Amenities and Facilities with all specifications, amenities and facilities of the said Phase of the Project in place on December 2026 unless there is delay or failure due to Force Majeure. If however, the completion of the said Phase III of the Project is delayed due to the Force Majeure conditions then the Allottees 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 of a nature which make it impossible for the contract to be implemented. The Allottees agrees and confirms that, in the event it becomes impossible for the Promoter to implement the said Phase of the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottees the entire amount received by the Promoter from the Allotment within 45 (forty five) days from that date. The Promoter shall intimate the Allottees about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottees, the Allottees 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.

It is clarified 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 Allottees shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

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

- 7.2 Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) from the competent authority shall within a maximum period of fifteen days from such date (the "NOTICE OF POSSESSION") offer in writing the possession of the Apartment, to the Allottees in terms of this Agreement by sending the notice of such offer by speed post/e-mail calling upon the Allottees to take possession of the Apartment within a maximum of forty five days from the date of receipt of the said Notice Of Possession by the Allottees (the "POSSESSION DATE") Provided that the conveyance deed of the Apartment in favour of the Allottees shall be executed and registered by the Promoter (subject, however, to the Allottees making all payments as mentioned in the FOURTH SCHEDULE hereto and taking possession of the Apartment in terms of the Notice Of Possession and making payment of the stamp duty, registration charges and legal charges & expenses to the Promoter as per requisition of the Promoter) within three months from the date of issue of occupancy certificate (or such other certificate by whatever name called issued by the competent authority) as provided by the relevant laws in West Bengal. The Promoter agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottees, 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 Phase II of the Project. The Promoter shall hand over a copy of the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) of the Project/Apartment, as the case may be, to the Allottees at the time of conveyance of the Apartment in favour of the Allottees.
- 7.3 **Failure of Allottees to take possession of Apartment** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottees 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 Allottees. In case the Allottees fails to take possession within the time provided in para 7.2 in the Possession Notice such Allottees 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 (s) takes the possession of the apartment.
- 7.4 **Possession by the Allottees** After obtaining the occupancy/completion certificate of the entire Project, and handing over physical possession of the Apartment to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the Promoter shall hand over the necessary documents and plans, including Common Areas, to the Association or the competent authority, as the case may be, within 30 (thirty) days after obtaining the completion certificate of the entire Project.

7.5 Cancellation by Allottees -

The Allottees shall have the right to cancel/ withdraw their allotment in the Project as per applicable laws:

Provided that where the Allottees proposes to cancel/withdraw from the project without any fault of the Promoter, Promoter herein shall be entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottees shall be returned by the Promoter to the Allottees within 45 days of such cancellation.

7.6 Compensation - The Promoter shall compensate the Allottees in case of any loss caused to them due to defective title of the land of the Phase III thereof is being developed or has been developed, in the manner as provided under applicable laws 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.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Owners have absolute, clear and marketable title with respect to the Project Land and the Phase Land and the Promoter has the requisite rights to carry out development upon the Project Land and Phase Land and has absolute, actual, physical and legal possession of the Project Land and the Phase Land for the said Phase of the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Phase of the Project;
- (iii) There are no encumbrances upon the said Project Land, and/or the Project
- (iv) It is also made known to the Allottees that the Promoter has taken or intends to take a loan from bank(s)/financial institution(s) against security of the Said Project Land and the construction 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 Allottees to enable the Allottees to take loan from any bank or financial institution for financing the purchase of the Apartment and the Promoter further undertake 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 Allottees and the Allottees will get the title of the Apartment free from all encumbrances;
- (v) There are no litigations pending before any court of law or authority with respect to the said Project Land/Project or the Apartment;
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the said Phase Illof the Project, Project 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 Project, Project Land, buildings and apartment and the Common Areas;

- (vii) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees created herein, may be prejudicially affected;
- (viii) 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 Project Land, including the said Phase and the said Apartment which will, in any manner, affect the rights of the Allottees under this Agreement;
- (ix) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottees in the manner contemplated in this Agreement;
- (x) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottees 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 entire Project.
- (xi) 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 said Apartment;
- (xii) 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 III to the competent authorities till the partial completion certificate of the Phase has been issued and possession of apartment or building, as the case may be, along with phase III common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottees and the association of allottees or the competent authority, as the case may be.
- (xiii) No notice from the Government or any other local, body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received by or served upon the Promoter in respect of the Project Land.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Except for occurrence of a Force Majeure event, the Promoter shall be considered under a condition of default ("**Default**"), in the following events:
 - (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottees within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which partial occupation certificate and/or partial completion certificate and/or certificate in any name, as the case may be, has been issued by the competent authority;
 - (ii) Discontinuance of the Promoter's business as a developer.
- 9.2 In case of Default by Promoter under the conditions listed above, Allottees is entitled to the following:
 - (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottees stops

making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any interest; or

(ii) The Allottees shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund, subject to the second proviso below, the entire money paid by the Allottees under any head whatsoever towards the sale of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

Provided that where the Allottees does not intend to withdraw from the Project or terminate the Agreement, they shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottees within 45 (forty-five) days of it becoming due.

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 Allottees shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

- 9.3 The Allottees shall be considered under a condition of default, on the occurrence of the following events:
 - (i) In case the Allottees fails to make any of the payments within the due dates as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottees shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules. The parties agree and acknowledge that in addition to the interest, in case of every second instance of delayed payment, the Allottees in all fairness shall be responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2% per instance of the delayed payment in the current financial year and shall be revised on 1st April of each year as per the rate of Reserve Bank of India's consumer price index)
 - (ii) In case of default by Allottees under the condition listed above continues for a period beyond one month after notice from the Developer in this regard, the Developer shall cancel the allotment of the Unit in favour of the Allottees by issuance of a letter of cancellation and refund the amount money paid to them by the allottees by deducting the Cancellation Charges and interest liabilities and this agreement shall thereupon stand terminated

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 Allottees shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

(iii) The Allottee (s) 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 Building/ 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 Allottees, after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottees 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 Allottees shall be, subject to proviso below, be returned by the Promoter to the Allottees 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 Allottees shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions

(iv) 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 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 Allottees 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 Allottees shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions

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

The Promoter, on receipt of Total Consideration of Apartment, Total Tax and The Total Extras and Deposits as mentioned in clause 1.2.1, 1.2.2 and 1.2.3 under this Agreement from the Allottees shall execute a conveyance deed and convey the title of the Apartment together with right to use the Project Common Areas, Amenities and Facilities within 3 months from the date of issuance of the occupancy certificate and the completion certificate and/or any other certificate in any name, as the case may be, to the Allottees. However, in case the Allottees fails to deposit the stamp duty and/or registration charges and/or any other incidental charges within the period mentioned in the notice, the Allottees authorizes the Promoter to withhold registration of the conveyance deed in their favour till payment of stamp duty and registration charges to the Promoter is made by the Allottees.

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

The Promoter or its nominees shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees upon the issuance of the completion certificate or such other certificate by whatever name called issued by the competent authority of the Project.

The cost of such maintenance from the date of the Allottees taking over physical possession and/or from the Possession Date (as mentioned in 7.1 above) whichever is earlier, is payable by the Allottees for the Apartment proportionately as per the rates to be calculated on per square foot basis (of the carpet area of the Apartment) and/or in the manner as provided in this Agreement and/or as may be so decided by the Promoter and/or the association of allottees, as the case may be. The maintenance for 12 (twelve) months on account of Maintenance Deposit has been included in the Total Price of the Apartment however, the Allottees 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 Allottees fails to pay such maintenance charges then the Promoter shall be at liberty to appropriate such amount from the Maintenance Deposit/ Sinking Fund. Further, such deposit shall be refunded on quarterly basis after receipt of upto date maintenance charges from the Allottees. 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 Allottees shall be liable to pay to the Promoter the charges for such maintenance as fixed by the Promoter at actuals.

12. INTERIM MAINTENANCE PERIOD

- 12.1 During the interim maintenance period between obtaining of the completion certificate of Project and 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.
- 12.2. 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 the user charges for the utilities being provided on "pay by use" basis, if any.
- 12.3 The maintenance and management of Common Areas, Amenities and Facilties 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, AMCs etc. It will also include safety and security of the Project such as fire detection and protection and management of general security and control of the Project.
- 12.4 The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and the Allottees shall be bound to follow the same.
- 12.5. After the Common Areas 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.

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

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

12.2 FORMATION OF ASSOCIATION

- 12.2.1 The Promoter shall, in accordance with Applicable Laws, call upon the respective apartment owners to form an association ("ASSOCIATION"), and it shall be incumbent upon the Allottees to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottees shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Allottees hereby authorizes the Promoter to take all necessary steps in this connection on their behalf, and further the Allottees agrees to comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.
- 12.2.2 Upon formation of the Association, the Promoter shall hand over the Common Areas, Amenities and Facilities together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "Handover Date"). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured / obtained / entered into by the Promoter and the Association shall be responsible for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and the Promoter shall upon such hand over stand automatically discharged of any liability and/or responsibility in respect thereof and the Allottees and the Association shall keep each of the Owners and the Promoter fully saved, harmless and indemnified in respect thereof.
- 12.2.3 The Allottees acknowledges and agrees to allow the Promoter to adjust any receivables and/ or dues towards Common Charges and Expenses from the Sinking Fund before the same is handed over to the Association. The Allottees hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Allottees hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.
- 12.2.4 The Allottees acknowledges that they shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Project by the Promoter or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Project.
- 12.2.5 The Allottees expressly agrees and acknowledges that it is obligatory on the part of the Allottees to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the co-buyers and/or co-occupiers in the Project.
- 12.2.6 Further, the Allottees agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.

- 12.2.7 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.
- 12.2.8 It has been agreed by the parties that the Association(s) of all the Allottees of all the buildings in the Project as and when the Project is completed in its entirety shall own in common all common areas, amenities and facilities of the Project together with all easement rights and appurtenances belonging thereto.

13. Resident's Club

- (a) The Promoter proposes to set up a club and/or a resident's activity centre for use of the Allottees in the Project (the "CLUB"). The Club will form part of the Common Areas of the Project and will be handed over to the Association in due course.
 - During the interim maintenance period, the Club shall be managed by the Promoter either by itself or through its nominee.
- (b) The Allottees shall be entitled to the facilities of a club within the Project ("Club") along with the cobuyers and/or co-occupiers of the Project. The operational costs/charges of the Club shall form part of the Common Charges and Expenses.
- (c) In case the Apartment is transferred by the Allottees, the membership of the Club will automatically stand transferred to the transferee of the Apartment and the transferor will automatically cease to be member/user of the Club.
- (d) 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 by the Promoter and circulated to all the members and the same will be binding on all the members (including additional members). The Allottees agrees, undertakes and covenants to abide by such rules and regulations and make payment of all periodic subscriptions and other expenses relating thereto.

14. **DEFECT LIABILITY:**

14.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottees from the date of 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 Allottees shall be entitled to receive appropriate compensation as per applicable law. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottees (or any person appointed by them or acting under them or under their instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottees, 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 hereinabove in this clause

15. 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, parking spaces for providing necessary maintenance services and the Allottees agrees to permit the Promoter / 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.

16. **USAGE**:

Use of basement and service areas:

The service areas, if any, as located within the Phase III, 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, fire fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottees shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

17. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 17.1 Subject to para 14 above, the Allottees shall, after taking possession, be solely responsible to maintain the Apartment at their 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, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 17.2 The Allottees further undertakes, assures and guarantees that they would not put-any sign-board, nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Building or
 anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not
 change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out
 any change in the exterior elevation or design. Further the Allottees shall not store any hazardous or
 combustible goods in the Apartment or place any heavy material in the common passages or staircase
 of the Building. The Allottees shall also not remove any wall, including the outer and load bearing wall
 of the Apartment.
- 17.3 The Allottees shall plan and distribute their electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottees shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

18. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

19. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Phase III after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, or as may be permitted in accordance to applicable laws.

20. RAISING OF FINANCE BY ALLOTTEE

The Allottees may obtain finance from any financial institution/bank or any other source but the Allottees obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottees ability or competency to obtain such financing and the Allottees shall remain bound by this Agreement whether or not they have been able to obtain financing for the purchase of the Apartment.

21. RAISING OF FINANCE BY PROMOTER

The Allottees understands and acknowledges that the said Project Land has been mortgaged by the Promoter to Bajaj Housing Finance Limited (BHFL)for securing the Loan availed by the Promoter for the purpose of construction of the Project on the said Project Land and the Allottees takes notice that they are required to obtain a No Objection Certificate from Bajaj Housing Finance Limited for creation of any encumbrances on the said Apartment. The allottee agrees and undertakes that they shall not create any encumbrances over the said Apartment till such time an NOC in writing is received from Bajaj Housing Finance Limited.

The Allottees shall make all payments to the Promoter as stipulated herein in the Master Collection Bank Account bearing No. 000605032332 with ICICI BANK LIMITED having its Branch at ICICI Bank Ltd at Rasoi Court, 20 R.N Mukherjee Road, Kolkata - 700001.

22. APARTMENT OWNERSHIP ACT:

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

23. BINDING EFFECT:

Forwarding this Agreement to the Allottees by the Promoter does not create a binding obligation on the part of the Promoter or the Allottees until, firstly, the Allottees signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottees and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter, if required by the provisions of applicable laws. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and the Promoter shall be entitled to forfeit the Cancellation Charges and the GST applicable on such Cancellation Charges. The balance amount of money paid by the Allottees shall be, subject to proviso below, be returned by the Promoter to the Allottees within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier.

Provided 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 Allottees shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

24. 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 letters, correspondence, arrangements, whether written or oral, if any, between the parties in regard to the said Apartment, as the case may be.

25. **RIGHT TO AMEND:**

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

26. 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.

27. 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 Allottees in not making payments as per the Payment Plan [Fourth Schedule] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottees that exercise of discretion by the Promoter in the case of one Allottees shall not be construed to be a precedence and/or binding on the Promoter to exercise such discretion in the case of other allottees.
- 27.2 Failure on the part of the parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

28. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under 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 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.

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

Wherever in this Agreement it is stipulated that the Allottees have to make any payment, in common with other allottee(s), the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project and/or the Phase III Project as and when applicable.

30. **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.

31. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory, at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottees, in Kolkata after the Agreement is duly executed by the Allottees and the Promoter and registered at the office of the Sub Registrar at ______. Hence this Agreement shall be deemed to have been executed at Kolkata.

32. **NOTICES:**

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

Mr (Name of Allottees)	
1002, E M Bypass, Kolkata – 700 105 (Promoter Address) Mr (Name of Allottees)	
1002 E M Punace Kalkata 700 10E (Promotor Address)	
PS GROUP REALTY PVT. LTD. (Promoter name)	

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

33. **JOINT ALLOTTEES:**

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

34. **SAVINGS:**

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

35. **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 applicable laws of India for the time being in force.

36. **DISPUTE RESOLUTION:**

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

The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

Definitions

In the Agreement, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

"Apartment" shall have the meaning ascribed to it in Recital M;

"Apartment Acquirers" shall mean persons who acquire apartments in the Project;

"Applicable Interest Rate" shall mean the rate of interest prescribed under the Act from time to time;

"Applicable Law" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

"Association" shall mean the body to be created by the Apartment Acquirers;

"Booking Amount" shall mean 10% of the Total Consideration

"Building" shall have the meaning ascribed to it in Recital M; and

"Phase III Common Areas" shall mean with respect to the Tower in Phase III, the areas, facilities and amenities specified in Part I of the Third Schedule which are to be used and enjoyed in common with all the other Apartment Acquirers of the Units in the Buildings and/or the Project; and

"Project Common Areas" shall mean with respect to all the Phases in the Project, the areas, facilities and amenities specified in Part II of the Third Schedule which are to be used and enjoyed in common with all the other Apartment Acquirers of the Units in the Buildings and/or the Project

"Carpet Area" shall mean the net usable floor area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah/open terrace area.

"Cancellation Charges" shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottees accrued till date of cancellation; and (iii) brokerage paid to real estate agent/channel partner/broker, if any (iv) the stipulated charges on account of dishonour of cheque; (v) administrative charges as per Promoter's policy

"Common Expenses" shall include the proportionate share of common expenses briefly described and without limitation in the **Fifth Schedule** herein to be paid borne and contributed by the Allottees for rendition of common services;

"Common Rules" shall mean the rules and regulations specified in the Sixth Schedule to be observed by the Apartment Acquirers for the common, peaceful, effective and harmonious use and enjoyment of the Project;

"Project Land" shall have the same meaning as ascribed in Recital A of this Agreement;

"Effective Date" shall mean the date of execution when the Agreement comes into force;

"Exclusive Balcony/Verandah/Open Terrace Area" or **"EBVT Area"** shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of Unit, meant for the exclusive use of the Allottees.

"Extras & Deposits" shall mean the costs and deposits specified in **Clause 1.2.2** herein to be paid by the Allottees to the Promoter in the manner hereinafter provided;

"Force Majeure" shall have the meaning ascribed to it in the Act;

"Maintenance Charges" shall comprise of the Common Expenses and such other charges incurred for the welfare and maintenance of the Project;

"Mutual Easements and Reserved Matters" shall mean the easements and rights specified in the Seventh Schedule herein and reserved to the Promoter and/or the Association;

"Net Area" shall mean sum of the carpet area of the Unit and EBVT area.

"Garage" shall have the meaning ascribed to it in Recital M;

"Payment Plan" shall mean the schedule of payment prescribed in the Fourth Schedule;

"Unit" shall mean each unit of occupancy in the Phase III of the Project being a Flat and the expression "units" shall be construed accordingly.

37. **COVENANTS:**

37.1 Allottees Covenants:

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

37.1.1 Allottees aware of and satisfied with common amenities and facilities and specifications:

The Promoter had represented in all its advertisement, brochures and its offer to sale that the common area of the Project may comprise of Play School/Montessori/Day care/activity centre and Health Care Clinic and/or any other allied services and/or any other Commercial Services (hereinafter referred to as "the said Services"); exclusively for the benefit of the residents of the Project for a cost as determined by the operator (s) and the Allottees having assured and consented to the Promoter on the aforesaid

have proceeded with the booking of the said Unit. Such said Services shall be managed and operated through a third party, as appointed by the Promoter and such third party shall be liable to pay a percentage of market value as rent as decided by the Promoter, to the Association calculated on the carpet area as occupied for such services and such rent shall be enhanced every 5 years. The Promoter shall enter into necessary Agreements to this effect and the association on its formation shall be bound by the same. The Promoter shall have the option to change the Third party operator for which no consent of the Allottees and/or the Association shall be required and this Deed itself shall be treated as a consent of the Allottees. The Allottees agrees, undertakes and covenants not to make or cause any objection interruption interference hindrance obstruction or impediment for any reason or in any manner whatsoever in this regard..

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

37.1.2 Allottees to mutate and pay rates & taxes:

The Allottees shall (1) pay all fees and charges and cause mutation in the name of the Allottees in the records of Bidhanagar Municipal Corporation, 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 Allottees), 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 Allottees in respect thereof. The Allottees further admits and accepts that the Allottees shall not claim any deduction or abatement in the aforesaid bills.

37.1.3 Allottees to pay maintenance charge:

The Allottees 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 Allottees in respect thereof. The Allottees further admits and accepts that (1) the Allottees shall not claim any deduction or abatement in the bills relating to 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).

37.1.4 Charge/Lien:

The Promoter shall have first charge and/or lien over the said Apartment for all amounts due and payable by the Allottees 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 on the financial institution provided all dues payable to the Promoter are cleared by the Allottees and/or such financial institution.

37.1.5 No rights of or obstruction by Allottees:

All open areas in the Phase/Project proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement.

All open car parking spaces earmarked for visitor and common car parking use shall be deemed to be common areas for the enjoyment of all the allottees in the Project. All other open car parking spaces shall be transferable and/or allotted at the sole discretion of the Promoter.

36.1.6 Obligations of Allottees:

The Allottees shall:

(a) 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.

(b) 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.

(c) Paying Electricity Charges:

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

(d) 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 Allottees 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).

(e) Residential Use:

Use the Apartment for residential purpose only. Under no circumstances shall the Allottees use or allow the Apartment to be used for commercial, industrial or other non-residential purposes. The Allottees 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.

(f) Maintenance of Apartment:

Repair, clean and maintain 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 Allottees.

(g) 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.

(h) Use of Spittoons / Dustbins:

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

(i) No Alteration:

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

(j) 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 Allottees 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 Allottees then the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment at the cost of the Allottees. In the event any change is made by the Allottees 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 Allottees. The Allottees 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 Allottees.

(k) 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.

The Apartment has been provided with ledge for outdoor unit of split air conditioning system and also the route to take refrigerant piping, which the Allottees shall have to strictly follow while installing AC units.

(I) No Collapsible Gate:

Not install any collapsible gate outside the main door / entrance of the said Apartment or on the balcony or verandah.

(m) No Grills:

Not install any grill on the balcony verandah or windows

(n) No Sub-Division:

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

(o) No Change of Name:

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

(p) 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.

(q) 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.

(r) 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.

(s) 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.

(t) 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.

(u) 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.

(v) 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.

(w) 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.

(x) 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 Allottees from displaying a standardized name plate outside the main door of the said Apartment.

(y) 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.

(z) No Installing Generator:

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

(aa) No Misuse of Water:

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

(bb) 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 Allottees or the family members, invitees, servants, agents or employees of the Allottees, the Allottees shall compensate for the same.

(cc) No Hanging Clothes:

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

(dd) 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.

(ee) No Plucking Flowers:

Not to pluck flowers or stems from the gardens.

(ff) No Littering:

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

(gg) No Trespassing:

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

(hh) No Overloading Lifts:

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

(ii) No Use of Lifts in Case of Fire:

Not to use the lifts in case of fire.

(jj) No Covering of Common Portions:

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

(kk) To 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 Allottees to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottees in terms of this Agreement.

(II) To affix Nameplate:

To affix nameplate at the designated place only.

37.1.9 **Notification regarding Letting/Transfer:**

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

37.1.10 No Right in Other Areas:

The Allottees 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 III, and the Allottees shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing the other phases of the Project.

37.2 **Promoter's Covenants:**

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

37.2.1 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 Allottees in respect of the said Apartment, subject to the Allottees fulfilling all terms, conditions and obligations of this Agreement.

38. General Covenants:

- 1. That the Allottees shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Project Land and the Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 2. That the Allottees shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, their share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Apartment is situated;
- 3. That if the Allottees lets out or sells the Apartment, the Allottees shall immediately notify the Promoter or the Association, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number
- 4. That the Allottees shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment;
- 5. That the Allottees shall not use the Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
- 6. That the Allottees shall not keep in the garage, if any, anything other than cars or use the said garage or parking space for any purpose other than parking of cars or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
- 7. That the Allottees shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
- 8. That the Allottees shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottees does so, the Allottees shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;
- 9. That the Allottees agrees and acknowledges that the Promoter and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
- 10. That the Allottees shall remain fully responsible for any domestic help or drivers, maids employed by the Allottees and any pets kept by the Allottees;
- 11. That the Allottees shall not refuse or neglect to carry out any work directed to be executed in the Building or in the Apartment after they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;
- 12. That the Allottees shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Project.
- 13. That the Allottees agrees that the swimming pool within the Project will be a facility for enjoyment of the owners of residential apartments including the Allottees and will be used as per the Rules and Regulations framed from time to time. The use of the swimming pool may be, if so decided, be subject to payment of usage charges as so applicable.

39. Nomination by Allottees with Consent:

The Allottees admits and accepts that after the lock in period and before the execution and registration of conveyance deed of the said Apartment, the Allottees will be entitled to nominate, assign and/or transfer the Allottees 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) Allottees to Make Due Payments:

The Allottees 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 any third party before the Promoter/ Owner receives the Completion Certificate for the Project.

(c) Prior Written Permission and Tripartite Agreement:

In respect of any nomination, the Allottees shall obtain prior permission of the Promoter and the Allottees and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the Allottees.

(d) Nomination Fees:

The Allottees shall sum calculated Only) for such Nomination (Nomination Price), plus applicable taxes, as and by way of nomination fees to the Promoter. It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse, brother, sister or children of the Allottees. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottees 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 Allottees 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 Allottees on or before nomination.

The Allottees admits and accepts that they shall not be entitled to nominate or assign their rights under this Agreement save in the manner indicated above.

40. Future Contingency and Covenant of Allottees:

The Allottees 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 Allottees 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.

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 withinnamed **OWNERS** at **Kolkata** in the presence of:

SIGNED AND DELIVERED by the withinnamed **PROMOTER** at **Kolkata** in the presence of:

SIGNED AND DELIVERED by the withinnamed **ALLOTTEES** at **Kolkata** in the presence of:

Witness:

1)

2)

FIRST SCHEDULE

PART I

(PROJECT LAND)

ALL THAT piece and parcel of land containing an area of measuring about **27 Bighas 7 Cottahs 6 Chittacks 11 Sq. ft.** (more or less) equivalent to **36614.73 sq. mt.** (physical area **36612.64 sq. mt.**), having buildings and structures having dwelling units, passage, boundary walls etc. R.S. and L.R. Dag Nos. 444/1477 (Earlier 444 (P)), 446, 447/1472 (earlier 447 (P)), 1317, 1319, 1320, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1341/1471 (earlier 1341 (P)), 1342, 1343/1473 (earlier 1343 (P)), 1344/1474 (earlier 1344 (P)), 1345/1475 (earlier 1345 (P)), 1346/1478 (earlier 1346 (P)), 1347, 1348, 1349, 1350, 1351, 1352, 1353/1479(Earlier 1353 (P)), 1354, 1355, 1356, 1357, 1358 and 1359, under L.R. Khatian Nos. 1665, 1686, 1709, 1710, 1711, 1713, 1759, 1760, 1761, 1775, 1856, 1857, 1858, 1866, 1897, 1899, 1900, 1908, 1909, 1939, 1956, 1957, 1960, 1961, 1985, 2002, 2017, 2108, 2109, 2131, 2132, 2133, 2134, 2135, 2136, 2138, 2139, 2142, 2143, 2144, 2171, 2174, 2199, 2200, 2201, 2202, 2229, 2230, 2232, 2233, 2245, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2301, 2303, 2305, 2306, 2307, 2326, 2340, 2341, 2342, 2344, 2345, 2361, 2369, 2378, 2433 and 2432 in Mouza – Thakdari, J.L. No. 19, Touzi No. 145, RS No. 216, under Bidhannagar municipal Corporation, Being Municipal Ward No. 27, P.S. New Town, District – North 24 Parganas, West Bengal

PART II

(PHASE III LAND)

ALL THAT piece and parcel of land containing an area of measuring about 36612.64 sq. mt., having buildings and structures having dwelling units, passage, boundary walls etc. in R.S. & L.R. Dag Nos. 1338 (PART), 1339 (PART), 1347 (PART), 1341/1471 (PART), 1345/1475, 1342,1344/1474, 1343/1473, 446 (PART), 444/1477, 447/1472 UNDER LR Khatian no. 1686, 1709, 1710, 1711, 1712, 1713, 1761, 1775, 1900, 1908, 1909, 2132, 2133, 2144, 2232, 2267, 2268, 2269, 2372, 1960, 2199, 2232, 2344, 2345, 1939, 1956, 1957, 1961, 1985, 2002, 2131, 2138, 2340, 2002, 2361, 1856, 1857, 1897, 2134, 2135, 2136, 2139, 2307, 2341, 2342, 1760, 1858, 2108, 2109, 2131, 2133, 1956, 1957, 2108, 2109, 1665 in Mouza — Thakdari, J.L. No. 19, Touzi No. 145, RS No. 216, under Bidhannagar municipal Corporation, Being Municipal Ward No. 27, P.S. New Town, District — North 24 Parganas, West Bengal.

PART-III
(DEVOLUTION OF TITLE)

Land situate at Mouza Thakdari, Police Station Rajarhat, Additional District Sub-Registrar, Bidhannagar, J.L. No. 19, R.S. 216, Touzi No. 145, District 24 Parganas (North)

SI. No	Owner	L.R. Dag No.	L. R. Khatia n No.	Purchase d Area (Decimal s)	Total Area (Decimal s)	Registry Office	Date Of Deed	Deed No.	Deeds Details
		1356		0.2517		Additional Registrar of Assurances ("A.R.A") - IV, Kolkata	12 th August, 2016	190407659 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 283611 to 283633
1.	Akhandjyoti Realcon LLP	1356		0.4374		A.R.A - IV, Kolkata	29 th Septemb er, 2016	190409366 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 346238 to 346266
		1356	2307	0.2186	11.9723	A.R.A - IV, Kolkata	5 th Novemb er, 2016	190410357 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 383481 to 383505
		1342		4.3380		A.R.A - IV, Kolkata	5 th Novemb er, 2016	190410362 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 383672 to 383697
		1346		6.7266		A.R.A - IV, Kolkata	5 th Novemb er, 2016	190410586 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 385320 to 385347

2.	Akhandjyoti Real Estates	1342	2341	5.0000	10.6674	A.R.A - IV, Kolkata	5 th Novemb er, 2016	190410356 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 333345 to 333368 Book No. I, CD
	LLP	1346		5.6674		A.R.A - IV, Kolkata	5 th Novemb er, 2016	190410700 / 2016	Volume No. 1904 - 2016, Pages 390699 to 390275
3.	Amritlaxmi Vincom Private Limited	1338	1711	4.0000	10.3000	Additional District Sub- Registrar ("ADSR"), Bidhannag ar	3 rd August, 2010	07907/201 0	Book No. I, CD Volume No. 13, Pages 6890 to 6903
		1338		6.3000		ADSR, Bidhannag ar	3 rd August, 2010	07920/201 0	Book No. I, CD Volume No. 13, Pages 7120 to 7134
	Arrowline	1347	-	6.9700		A.R.A - II, Kolkata	January, 2014	00944/201 4	Book No. I, CD Volume No. 5, Pages 620 to 641
4.	Horticulture Private Limited	1320	1985	1.6250	10.2200	ADSR, Rajarhat	28 th January, 2014	00840/201 4	Book No. I, CD Volume No. 2, Pages 1533 to 1550
		1320		1.6250		ADSR, Rajarhat	14 th February , 2014	01591/201 4	Book No. I, CD Volume No. 3, Pages 2714 to 2732
5.	Believer Estate Developer	1338	2268	7.2080	11.2080	A.R.A - IV, Kolkata	9 th March, 2016	19042302/ 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 88330 to 88362
	Private Limited	1354	2200	4.0000	11.2000	A.R.A - IV, Kolkata	8 th August, 2016	190407478 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 277925 to 277948
		1342		5.0000		A.R.A - IV, Kolkata	5 th Novemb er, 2016	190410390 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 383987 to 384013
6.	Bhagwati Awas Private Limited	1342	2342 5.0000	5.0000	12.0000	A.R.A - IV, Kolkata	5 th Novemb er, 2016	190410595 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 385348 to 385374
		1355	2.0000		A.R.A - IV, Kolkata	5 th Novemb er, 2016	190410591 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 385396 to 385422	

7.	Bhavishya Textile Mills Private Limited	1347 1333 1334	2340	7.5350 3.3498 0.8340	11.7188	A.R.A - IV, Kolkata A.R.A - IV, Kolkata	30 th March, 2017 20 th April, 2017	190402903 / 2017 190404017 / 2017	Book No. I, CD Volume No. 1904 - 2017, Pages 101804 to 101833 Book No. I, CD Volume No. 1904 - 2017, Pages 142868 to 142900
8.	Blue Arrow Niketan Private Limited	1359	2262	10.1000	10.1000	A.R.A - IV, Kolkata	12 th Febr uary,201 6	190401567 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 57091 to 57123
9.	Camellia Vintrade	1333 1334	2202	1.0000	0.5550	A.R.A - II, Kolkata	24 th August, 2015	190209234 / 2015	Book No. I, CD Volume No. 1902 - 2015, Pages 116378 to 116404
	Private Limited	444	2202	6.0000	8.6660	A.R.A - II, Kolkata	24 th August, 2015	190209237 / 2015	Book No. I, CD Volume No. 1902 - 2015, Pages 116318 to 116341
10.	Chandrani Vinimay	1352	2369	9.3312	12.2565	A.R.A - IV, Kolkata	24 th March, 2017	190402647 / 2017	Book No. I, CD Volume No. 1904 - 2017, Pages 97338 to 97378
	Private Limited	1353		2.9253	12.2303	A.R.A - IV, Kolkata	24 th March, 2017	190402648 / 2017	Book No. I, CD Volume No. 1904 - 2017, Pages 97379 to 97418
	Delightful Estate	1352 1353	2306	3.1104	11.0793	A.R.A - IV, Kolkata	8 th August, 2016	190407477 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 277949 to 277983
11.	Developers LLP	1352		2.4480		A.R.A - IV, Kolkata	5 th Novemb er, 2016	190410392 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 383953 to 383986
	Everblink Highrise	1338		3.1410		A.R.A - IV, Kolkata	9 th October, 2015	190400991 / 2015	Book No. I, CD Volume No. 1904 - 2015, Pages 32614 to 32644
12.	Private Limited	1338	2232	2.3550	11.9805	A.R.A - IV, Kolkata	9 th October, 2015	190400984 / 2015	Book No. I, CD Volume No. 1904 - 2015, Pages 32900 to 32932
		1338		1.9095					

	I		Ī	I	I	T	1		
		1339		0.6375		A.R.A - IV, Kolkata	17 th October, 2015	190401258 / 2015	Book No. I, CD Volume No. 1904 - 2015, Pages 43990 to 44027
		1338		2.3919			8 th	100407246	Book No. I, CD
		1339		0.7956		A.R.A - IV, Kolkata	March, 2016	190407346 / 2016	Volume No. 1904 - 2015, Pages 276810 to 276840
		1339		0.7500		A.R.A - IV, Kolkata	24 th Decembe r, 2016	190411859 / 2016	Book No. I, CD Volume No. 1904 - 2017, Pages 36 to 65
13.	Everest Pratisthan Private Limited	1339	2199	6.3750	6.3750	A.R.A - II, Kolkata	24 th Augu st,2015	190209241 / 2015	Book No. I, CD Volume No. 1902 - 2015, Pages 116250 to 11627
14.	Gauriputra Developers Private Limited	1359	2253	10.1000	10.1000	A.R.A - IV, Kolkata	2 nd Dece mber,20 16	190401568 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 57124 to 57156
15.	Gladstone Conclave	1350	2230	5.8000	11.6000	A.R.A - IV, Kolkata	1 st Decembe r, 2015	190402197 / 2015	Book No. I, CD Volume No. 1904 - 2015, Pages 79578 to 79612
13.	Private Limited	1350		5.8000		A.R.A - IV, Kolkata	19 th Novemb er, 2015	190401860 / 2015	Book No. I, CD Volume No. 1904 - 2015, Pages 65503 to 65539
16.	Glasseye Highrise	1349	2229	8.6800	11.0628	A.R.A - IV, Kolkata	19 th Novemb er, 2015	190401861 / 2015	Book No. I, CD Volume No. 1904 - 2015, Pages 65466 to 65502
	Private Limited	1359		2.3828	11.0020	A.R.A - IV, Kolkata	23 rd Septemb er, 2016	190408972 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 333369 to 333392
	Gloxinia	1349		8.6800		A.R.A - IV, Kolkata	1 st Decembe r, 2015	190402196 / 2015	Book No. I, CD Volume No. 1904 - 2015, Pages 79613 to 79647
		1350		0.1688			23 rd	100402110	Book No. I, CD
17.	Developers Private Limited	1351	2245		12.2416	A.R.A - IV, Kolkata	Decembe r, 2015	190403118 / 2015	Volume No. 1904 - 2015, Pages 111418 to 111443
		1351		0.1950		A.R.A - IV, Kolkata	23 rd Decembe r, 2015	190403119 / 2015	Book No. I, CD Volume No. 1904 -

									2015, Pages 111444 to 111469
		1351		0.8554		A.R.A - IV, Kolkata	23 rd Decembe r, 2015	190403117 / 2015	Book No. I, CD Volume No. 1904 - 2015, Pages 111390 to 111417
		1350 1351		0.1111		A.R.A - IV, Kolkata	4 th January, 2016	190400043 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 4929 to 4954
		1350 1351		0.0370 0.0325		A.R.A - IV, Kolkata	21 st March, 2016	190402840 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 4929 to 4954
		1351		0.4662		A.R.A - IV, Kolkata	23 rd April, 2016	190403851 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 145544 to 145571
		1351		0.1951		A.R.A - IV, Kolkata	5 th July, 2016	190404265 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 161450 to 161479
		1350 1351		0.1266 0.1114		A.R.A - IV, Kolkata	5 th July , 2016	190404264 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 161709 to 161736
		1351		0.9898		A.R.A - IV, Kolkata	5 th Novemb er, 2016	190410391 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 383923 to 383952
		1351		0.0266		A.R.A - IV, Kolkata	28 th April, 2017	190403900 / 2017	Book No. I, CD Volume No. 1904 - 2017, Pages 142595 to 142620
18.	Goodwill	1338				ADSR, Bidhannag ar	24 th June, 2010	06570/201 0	Book No. I, CD Volume No.11, Pages 4102 to 4115
10.	Dealcomm Private Limited	1338	1709	12.1500	12.1500	ADSR, Bidhannag ar	25 th June, 2010	06575/201 0	Book No. I, CD Volume No. 11, Pages 4274 to 4287
	2	1338				ADSR, Bidhannag ar	25 th June, 2010	06565/201 0	Book No. I, CD Volume No. 11, Pages 3935 to 3948
19.	Graphic Constructio ns LLP	1341	2361	6.2500	11.6672	A.R.A - IV, Kolkata	14 th January, 2017	190400287 / 2017	Book No. I, CD Volume No. 1904 - 2017, Pages 119 to 149

		1341		4.2510		A.R.A - IV, Kolkata	28 th January, 2017	190400719 / 2017	Book No. I, CD Volume No. 1904 - 2017, Pages 30042 to 30066
		1351		0.11662		A.R.A - IV, Kolkata	17 th March, 2017	190402397 / 2017	Book No. I, CD Volume No. 1904 - 2017, Pages 92810 to 92845
		1351		0.81634		A.R.A - IV, Kolkata	20 th April, 2017	190403569 / 2017	Book No. I, CD Volume No. 1904 - 2017, Pages 130280 to 130316
		1351		0.23324		ADSR Rajarhat	17 th May, 2017	152304094 / 2017	Book No. I, CD Volume No. 1523 - 2017, Pages 117523 to 117550
		1347		2.9830		A.R.A - II,	26 th Nove	15642/201	Book No. I, CD
		1356		0.3238		Kolkata	mber, 2013	3	Volume No.47, Pages 3270 to 3292
20.	Constructio	1347		5.9760		A.R.A - II,	26 th	15641/201	Book No. I, CD
		1356	1939	0.2160	11.9630	Kolkata	Novemb	3	Volume No.47,
	ns Private Limited						er, 2013		Pages 3250 to 3269 Book No. I, CD
	Limited	1359		2.4642		A.R.A - IV, Kolkata	20 th April, 2017	19043568/ 2017	Volume No. 1904 - 2017, Pages 130351 to130380
21.	Jhilmil Agriculture	1333	2017	5.8337	11.6674	A.R.A - II, Kolkata	15 th March, 2014	03278/201	Book No. I, CD Volume No. 15, Pages 3850 to 3874
	Private Limited	1333	2017	5.8337	11.00/4	A.R.A - II, Kolkata	15 th March, 2014	03279/201 4	Book No. I, CD Volume No. 15, Pages 3875 to 3900
22.	Kalyankari Infrastructu re Private Limited	1359	2260	10.1000	10.1000	A.R.A - IV, Kolkata	12 th Febr uary,201 6	190401570 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 57157 to 57189
23.	Kheria	1347		2.0000		A.R.A - II, Kolkata	25 th April, 2015	05497/201 5	Book No. I, CD Volume No. 31, Pages 2375 to 3276
	Developers LLP	1341	2138	1.2500	10.3979	A.R.A - II, Kolkata	24 th August, 2015	190209416 / 2015	Book No. I, CD Volume No. 1902 - 2015, Pages 122317 to 122338

									Book No. I, CD
						A.R.A - II,	24 th	190209233	Volume No. 1902 -
		1320		4.3300		Kolkata	August,	/	2015, Pages 116405
						Koikata	2015	2015	to 116428
		1333		1.1514	-				Book No. I, CD
						A.R.A - IV,	17 th	190402396	Volume No. 1904 -
		1334		1.6665		Kolkata	March,	/	2017, Pages 94237
							2017	2017	to 94266
						4 D 4 H	25 th	04005 /204	Book No. I, CD
		1342		6.0000		A.R.A - II,	April,	04985/201	Volume No.28,
24.	Kheria		2135		12.0000	Kolkata	2015	5	Pages 3248 to 3276
	Realty LLP		2133		12.0000	A.R.A - II,	25 th	04975/201	Book No. I, CD
		1348		6.0000		Kolkata	April,	5	Volume No.28,
						Koikata	2015	3	Pages 3011 to 3034
							23 rd	190408969	Book No. I, CD
	Lakshmi	1359		9.9604		A.R.A - IV,	Septemb	/	Volume No. 1904 -
	Group					Kolkata	er, 2016	2016	2016, Pages 333345
25.	Realty		2326		11.4604		,		to 333368
	Private				11.4004	A D A 1\/	20 th	190403567	Book No. I, CD
	Limited	1333		1.5000		A.R.A - IV,	April,	/	Volume No. 1904 -
						Kolkata	2017	2017	2017, Pages 130317
									to 130350
						A D A 1\/	8 th	190407511	Book No. I, CD
	Lakshmi	1319		4.5000		A.R.A - IV, Kolkata	August,	/	Volume No. 1904 - 2016, Pages 278019
26.	Hospitality					NUIKata	2016	2016	to 278041
20.	& Farms	1317	2305	2.0000	11.0000				Book No. I, CD
	Private	1317		2.0000	<u> </u>	A.R.A - IV,	_	5 th 190410638	Volume No. 1904 -
	Limited	1319		4.5000		Kolkata	Novemb	/	2016, Pages 385423
							er, 2016	2016	to 385449
							13 th		Book No. I, CD
		1346		4.4130		A.R.A - II,	April,	5692/2013	Volume No. 18,
						Kolkata	2013		Pages 4301 to 4319,
27.	Lakshmi					A D A II	13 th		Book No. I, CD
	Procon	1346	2432	1.3130	12.0380	A.R.A - II, Kolkata	April,	5295/2013	Volume No. 18,
	Limited					NOINALA	2013		Pages 4283 to 4300
						A.R.A - II,	13 th		Book No. I, CD
		1346		6.3120		Kolkata	April,	5291/2013	Volume No. 17,
						Nonata	2013		Pages 3308 to 3325
	Lakshmi					A.R.A - II,	13 th	_	Book No. I, CD
28.	Realty	1335	1761	7.5000		Kolkata	April,	5293/2013	Volume No. 17,
	Projects				11.5000		2013		Pages 3362 to 3385,
	Private	405-				ADSR,	14 th	14190/201	Book No. I, CD
	Limited	1337		4.0000	o	Bidhannag	Decembe	pe 1	Volume No. 23,
				4.0000		ar	r, 2011	Pages 3091 to 3103	

29.	Lakshmi Steel	1335		7.5000		A.R.A - II, Kolkata	13 th April, 2013	5296/2013	Book No. I, CD Volume No. 17, Pages 3411 to 3435
	Industries Private Limited	1342	1897	4.0000	11.5000	A.R.A - IV, Kolkata	5 th Novemb er, 2016	190410564 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 383869 to 383895
30.	Lakshmi Transtel	1317	2303	2.0000	4.3516	A.R.A - IV, Kolkata	8 th August, 2016	190407510 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 277817 to 277840
	Tower Limited	1349 1350 1351 1359	2303	0.3250 0.8169 0.0553 1.1544	4.3310	A.R.A - IV, Kolkata	30 th January, 2017	190400808 / 2017	Book No. I, CD Volume No. 1904 - 2017, Pages 33531 to 33558
31.	Lifewood Developers Private Limited	1348	1866	11.0000	11.0000	A.R.A - II, Kolkata	16 th Janu ary,2013	00725/201	Book No. I, CD Volume No. 3, Pages 3004 to 3023
32.	Lifewood Horticulture	1347 1356	1956	6.8793 0.2516	11.4609	A.R.A - II, Kolkata	19 th Decembe r, 2013	16756/201 3	Book No. I, CD Volume No.52, Pages 2847 to 2869,
	Private Limited	1344	1956 —	4.3300		A.R.A - II, Kolkata	20 th April, 2015	04679/201 5	Book No. I, CD Volume No.26, Pages 3826 to 3855
33.	Lifewood Infrastructu	1345	2131	5.0000	12.0000	A.R.A - II, Kolkata	25 th April, 2015	04973/201 5	Book No. I, CD Volume No.28, Pages 2964 to 2986
	re LLP	1347	2131	7.0000	12.0000	A.R.A - II, Kolkata	25 th April, 2015	04978/201 5	Book No. I, CD Volume No.28, Pages 3083 to 3106
34.	Lifewood	1342	2139	5.3300	11.3300	A.R.A - II, Kolkata	25 th April, 2015	04984/201 5	Book No. I, CD Volume No.28, Pages 3219 to 3247
	Nirman LLP	1348	2133	6.0000	11.3300	A.R.A - II, Kolkata	25 th April, 2015	04976/201 5	Book No. I, CD Volume No.28, Pages 3035 to 3058
		1347		9.0700		A.R.A - II,	19 th	00026/201	Book No. I, CD
35.	Moonlight Agriculture	1356		0.3300		Kolkata	Decembe r, 2013	4	Volume No.1, Pages 296 to 316
	Private Limited	1343	1957	2.6700	12.0700	A.R.A - II, Kolkata	20 th April, 2015	04678/201	Book No. I, CD Volume No.26, Pages 3795 to 3825
36.	Moonlight Horticulture	1347	2002	6.9623	11.9623	A.R.A - II, Kolkata	22 nd January, 2014	00945/201 4	Book No. I, CD Volume No. 5, Pages 642 to 682

	Private Limited	1341		5.0000		A.R.A - II, Kolkata	2 nd July, 2014	8397/2014	Book No. I, CD Volume No. 40, Pages 3622 to 3638
37.	Nachiket Developers	1338	1900	10.0000	12.0000	A.R.A - II, Kolkata	7 th May, 2013	06616/201	Book No. I, CD Volume No. 21, Pages 2126 to 2145
	Private Limited	1333	1300	2.0000	12.0000	A.R.A - II, Kolkata	6 th August, 2013	11973/201 3	Book No. I, CD Volume No. 35, Pages 3806 to 3828
38.	Nightangle Dealtrade	1338	1775	11.9900	11.9900	ADSR, Bidhannag ar	17 th February , 2011	01842/201 1	Book No. I, CD Volume No. 4, Pages 78 to 90
	Private Limited	1338	1773	11.5500	11.5500	ADSR, Bidhannag ar	17 th February , 2011	01843/201 1	Book No. I, CD Volume No. 4, Pages 91 to 103
39.	Orient Dealmark	1336	1750	10.8316	11.6632	A.R.A - II, Kolkata	22 nd October, 2011	13822/201	Book No. I, CD Volume No. 54, Pages 1459 to 1481
	Private Limited	1320	1759	0.8316	11.0032	A.R.A - II, Kolkata	22 nd October, 2011	13441/201 1	Book No. I, CD Volume No. 52, Pages 4707 to 4729
		1347		5.9670		A.R.A - II,	26 th	15645/201	Book No. I, CD
40.	Palanhar Projects	1356		0.2150		Kolkata	Novemb er, 2013	3	Volume No.47, Pages 3335 to 3354
	Private Limited	1339	1960	4.1260	10.3080	A.R.A - II, Kolkata	4 th April, 2014	4433/2014	Book No. I, CD Volume No.21, Pages 568 to 587
41.	Paraag Builders	1346	2433	2.8700	4.6200	A.R.A - II, Kolkata	11 th May, 2015	190207688 / 2015	Book No. I, CD Volume No. 1902 - 2015, Pages 43503 to 43524
	Private Limited	1346	2433	1.7500	4.0200	A.R.A - II, Kolkata	19 th August, 2015	190209157 / 2015	Book No. I, CD Volume No. 1902 - 2015, Pages 113783 to 113806
42.	Parampita Nirman	1338		6.4284		A.R.A - II, Kolkata	20 th June, 2013	08955/201	Book No. I, CD Volume No. 27, Pages 6288 to 6313
42.	Private Limited	1338	1908	2.0000	8.4284	A.R.A - II, Kolkata	30 th May, 2015	190205755 / 2015	Book No. I, CD Volume No. 1902 - 2015, Pages 8060 to 8088
43.	Plentyvalley Highrise Private Limited	1336	2233	4.8750	9.7500	A.R.A - IV, Kolkata	18 th Septemb er, 2015	190400329 / 2015	Book No. I, CD Volume No. 1904 - 2015, Pages 10276 to 10303

		1336		4.8750		A.R.A - IV, Kolkata	12 th February , 2016	190401445 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 54196 to 54226
		446		3.4000		A.R.A - II, Kolkata	12 th Decembe r, 2014	15491/201 4	Book No. I, CD Volume No. 77, Pages 3684 to 3708
44.	Prarthana Infracon LLP	446	2109	3.4000	11.8000	A.R.A - II, Kolkata	12 th Decembe r, 2014	15492/201 4	Book No. I, CD Volume No. 77, Pages 3709 to 3734
		1345		5.0000		A.R.A - II, Kolkata	24 th August, 2015	190209231 / 2015	Book No. I, CD Volume No. 1902 - 2015, Pages 116455 to 116479
45.	Purnasatya Developers Private Limited	1338	1909	8.5716	8.5716	A.R.A - II, Kolkata	20 th June, 2013	08959/201 3	Book No. I, CD Volume No. 27, Pages 6379 to 6403
		1359		2.3284		A.R.A - IV, Kolkata	12 th February , 2016	190401438 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 54419 to 54450
46.	Ramadhuta Properties Private Limited	1359	2266	7.1632	10.5758	A.R.A - IV, Kolkata	12 th February , 2016	190401444 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 54227 to 54257
		1336		1.0842		A.R.A - IV, Kolkata	7 th July, 2017	190406975 /2017	Book No. I, CD Volume No. 1904 - 2017, Page 251626 to 251660
47.	Rambhakt Buildcon	1339	2345	2.0000	12.0000	A.R.A - IV, Kolkata	24 th Decembe r, 2016	190400011 / 2017	Book No. I, CD Volume No. 1904 - 2017, Pages 119 to 149
	LLP	1347	2343	10.0000	12.0000	A.R.A - IV, Kolkata	30 th March, 2017	190402903 / 2017	Book No. I, CD Volume No. 1904 - 2017, Pages 101804 to 101833
48.	Rashdhara Realestates Private Limited	1359	2251	10.1000	10.1000	A.R.A - IV, Kolkata	12 th February , 2016	190401478 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 58549 to 58581
49.	Retrodesign Constructio ns LLP	1349 1350 1359	2301	0.9113 0.7656 5.3950	11.3284	A.R.A - IV, Kolkata	5 th July, 2016	190404263 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 161480 to 161507
		1352		0.7776					

							a+h	400.557.55	Book No. I, CD
		1353		0.4883		A.R.A - IV,	8 th	190407484	Volume No. 1904 -
		1353		0.4883		Kolkata	August, 2016	/ 2016	2016, Pages 277841
							2010	2010	to 277866
		1349		0.3037					Book No. I, CD
		1350		0.2551		A.R.A - IV,	8 th	190407481	Volume No. 1904 -
		1352		0.3887		Kolkata	August,	2016	2016, Pages 277867
		1353		0.2441			2016	2016	to 277895
		1359		1.7990			6 th		Deal No. LCD
	Pice Well	1342		5.8345		A.R.A - II,	_	11438/201	Book No. I, CD
50.	Rise Well Estates	1342		3.0343		Kolkata	Septemb er, 2012	2	Volume No. 45, Pages 133 to 150
30.	Private		1857		11.6690		6 th		Book No. I, CD
	Limited	1342		5.8345		A.R.A - II,	Septemb	11433/201	Volume No. 45,
	Liiiiteu	1342		3.0343		Kolkata	er, 2012	2	Pages 45 to 62
							25 th		Book No. I, CD
		1338		6.0000		A.R.A - II,	April,	04982/201	Volume No.28,
51.	Santainath					Kolkata	2015	5	Pages 3164 to 3188,
	Real Estate		2132		12.0000	4 B 4 H	25 th	04074/204	Book No. I, CD
	LLP	1348		6.0000		A.R.A - II,	April,	04974/201	Volume No.28,
						Kolkata	2015	5	Pages 2987 to 3010
	Sarvavarna							190205865	Book No. I, CD
52.	Promoters	1320	2143	10.0000	10.0000	A.R.A - II,	1 st June,	/	Volume No. 1902 -
32.	LLP	1320	2143	10.0000	10.0000	Kolkata	2015	2015	2015, Pages 11209
								2013	to 11236
	Satyam						46	190205767	Book No. I, CD
53.	Vanijya	1333	2142	11.5254	11.5254	A.R.A - II,	30 th May,	/	Volume No. 1902 -
	Private					Kolkata	2015	2015	2015, Pages 8368 to
	Limited	1247		5.1875			26 th		8395
		1347		3.10/3		A.R.A - II,	Novemb	15644/201	Book No. I, CD Volume No.47,
		1356		0.1875		Kolkata	er, 2013	3	Pages 3313 to 3334
	Shivangan	1347		4.5400			26 th	_	Book No. I, CD
54.	Agriculture					A.R.A - II,	Novemb	15643/201	Volume No.47,
	Private	1356	1961	0.1590	10.3254	Kolkata	er, 2013	3	Pages 3293 to 3312
	Limited						24 th	190400559	Book No. I, CD
		1356		0.2514		A.R.A - IV,	January,	,	Volume No. 1904 -
		1330		0.2314		Kolkata	2017	/ 2017	2017, Pages 24518
								2017	to 24565
						A.R.A - II,	13 th		Book No. I, CD
	Shivangan	1335		10.0000		Kolkata	April,	5294/2013	Volume No. 17,
55.	Properties						2013		Pages 3386 to 3410
	Private		1899		11.5000		20 th	190403567	Book No. I, CD
	Limited	1333		1.5000		A.R.A - IV,	April,	/	Volume No. 1904 -
				1.5000	000	Kolkata	l April. I		2017, Pages 130317
<u> </u>									to 130350

		1338		0.2250		A.R.A - IV, Kolkata	9 th October, 2015	190400992 / 2015	Book No. I, CD Volume No. 1904 - 2015, Pages 32582 to 32613
56.	Shivmani Conclave Private Limited	1347	2267	1.9368	4.6260	A.R.A - IV, Kolkata	30 th March, 2017	190402901 / 2017	Book No. I, CD Volume No. 1904 - 2017, Pages 101699 to 101725
		1359		2.4642		A.R.A - IV, Kolkata	19 th Septemb er, 2016	190408815 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 328278 to 328311
		1359		0.5772		A.R.A - IV, Kolkata	21 st Septemb er, 2015	190400370 / 2015	Book No. I, CD Volume No. 1904 - 2015, Pages 12705 to 12727
		1359		1.1544		A.R.A - IV, Kolkata	21 st Septemb er, 2015	190400372 / 2015	Book No. I, CD Volume No. 1904 - 2015, Pages 12751 to 12773
		1359		1.1396		A.R.A - IV, Kolkata	21 st Septemb er, 2015	190400373 / 2015	Book No. I, CD Volume No. 1904 - 2015, Pages 12797 to 12819
57.	Snowball Infraplaza	1359	2201	0.5772	7.1042	A.R.A - IV, Kolkata	21 st Septemb er, 2015	190400377 / 2015	Book No. I, CD Volume No. 1904 - 2015, Pages 11916 to 11938
	Private Limited	1359		1.2284	7.20.2	A.R.A - IV, Kolkata	21 st Septemb er, 2015	190400375 / 2015	Book No. I, CD Volume No. 1904 - 2015, Pages 11962 to 11984
		1359		1.1396		A.R.A - IV, Kolkata	17 th March, 2015	190402658 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 101590 to 101616
		1352		0.3888		A.R.A - IV, Kolkata	7 th May, 2016	190404267 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 161408 to 161428
		1353 1359		0.0777		A.R.A - IV, KOLKATA	2 nd February , 2017	190400837 / 2017	Book No. I, CD Volume No. 1904 - 2017, Pages 34341 to 34365
58.	Solty Dealers	1338	1713	6.0650	12.1300	ADSR, Bidhannag ar	22 nd Septemb er, 2010	09776/201 0	Book No. I, CD Volume No. 16, Pages 2936 to 2956

	Private					ADSR,	22 nd	_	Book No. I, CD	
	Limited	1338		6.0650		Bidhannag	Septemb	09771/201	Volume No. 16,	
						ar	er, 2010	0	Pages 2811 to 2831	
		1320		1.0842			25 th	_	Book No. I, CD	
						A.R.A - II,	October,	13821/201	Volume No. 54,	
		1336		1.0842		Kolkata	2011	1	Pages 1754 to 1771	
						A D A II	20 th Janu	00742/201	Book No. I, CD	
		1320		2.1658		A.R.A - II, Kolkata		00743/201	Volume No. 3, Pages	
						NUIKALA	ary, 2012		3616 to 3631	
59.						A.R.A - II,	21 st	11944/201	Book No. I, CD	
	Standard	1345		0.8468		Kolkata	Septemb	2	Volume No. 47,	
	Commosale		1760		11.6862	Koikata	er, 2012	2	Pages 2994 to 3016	
	s Private	1320	1700	1.0842	11.0002	ADSR,	4 th July,	08604/201	Book No. I, CD	
	Limited	1336		1.0842		Bidhannag	2012	2	Volume No. 12,	
						ar	2012		Pages 7867 to 7881	
		1320		1.0842		ADSR,	4 th July,	08605/201	Book No. I, CD	
		1336		1.0842		Bidhannag	2012	2	Volume No. 12,	
						ar		_	Pages 7882 to 7898	
		1320		1.0842		A.R.A - II,	24 th	09245/201	Book No. I, CD	
		1336		1.0842		Kolkata	June,		Volume No. 28,	
						4505	2013		Pages 2885 to 2907	
	4220		6 2000		ADSR,	30 th July,	07868/201	Book No. I, CD		
		1338		6.3000	4.0000 11.3842 1.0842	Bidhannag	2010	0	Volume No. 13,	
	Subhdhan						ar	3 rd		Pages 6048 to 6062
60.		1220		4.0000			ADSR,	_	07907/201	Book No. I, CD
	Commodeal 13 Private	1338				Bidhannag	August, 2010	0	Volume No. 13, Pages 6890 to 6903	
	Limited					A.R.A - IV,	al	2010		Book No. I, CD
	Lillitea						7 th July, 2017	190406974 /2017	Volume No. 1904 -	
		1320		1.0842		Kolkata			2017, Page 251591	
									to 251625	
	Subhshiv						- 44		Book No. I, CD	
	Developers	4		40.000	40.00-	A.R.A - IV,	2 nd	190401571	Volume No. 1904 -	
61.	Private	1359	2263	10.1000	10.1000	Kolkata	Decembe	/	2016, Pages 57058	
	Limited						r, 2016	2016	to 57090	
							21 st	100200104	Book No. I, CD	
		1251		2 2220		A.R.A - II,		190209104	Volume No. 1902 -	
		1351		2.3330		Kolkata	August, 2015	/ 2015	2015, Pages 115396	
							2013	2013	to 115424	
62.	Suntown						21 st	190209103	Book No. I, CD	
02.	Constructio	1350	2174 1.7490	9.0104	A.R.A - II,	August,	_	Volume No. 1902 -		
	ns LLP	1000		2.7.430	3.0104	Kolkata	2015	/ 2015	2015, Pages 115373	
									to 115395	
							19 th Sept	190408804	Book No. I, CD	
		1359		4.9284		A.R.A - IV,	ember,	/	Volume No. 1904 -	
						Kolkata	2016	2016	2016, Pages 329176	
									to 329195	

63.	Suntown Projects LLP	1342	2134	6.0000	12.0000	A.R.A - II, Kolkata	25 th April, 2015 25 th	05498/201 5	Book No. I, CD Volume No. 31, Pages 2404 to 2431 Book No. I, CD
	Projects LLP	1348		6.0000		A.R.A - II, Kolkata	April, 2015	05496/201 5	Volume No. 31, Pages 2330 to 2352
64.	Thakdari	1333	2144	1.3000	5.5000	A.R.A - II, Kolkata	1 st June, 2015	190205844 / 2015	Book No. I, CD Volume No. 1902 - 2015, Pages 10507 to 10532
	Developers LLP	1338		4.2000	3,3000	A.R.A - II, Kolkata	1 st June, 2015	190205843 / 2015	Book No. I, CD Volume No. 1902 - 2015, Pages 10482 to 10506
65.	Thakdari		6.0000	12 0000	A.R.A - II, Kolkata	25 th April, 2015	05499/201 5	Book No. I, CD Volume No. 31, Pages 2404 to 2431	
	Real Estate 21 LLP 1348	2136	6.0000	12.0000	A.R.A - II, Kolkata	25 th April, 2015	05500/201 5	Book No. I, CD Volume No. 31, Pages 2432 to 2454	
		1338		7.2080		A.R.A - IV, Kolkata	9 th March, 2016	190402549 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 89432 to 89465
66.	Upfront Builders	1349, 1350 & 1351		1.1961	11.3486 0.5940	A.R.A - IV, Kolkata	17 th March, 2016	190402657 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 101617 to 101644
	Private Limited	1349, 1350 & 1351	2269	2.3505		A.R.A - IV, Kolkata	24 th March, 2016	190402921 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 109576 to 109609
		1349, 1350, 1351 & 1359				A.R.A - IV, Kolkata	2 nd May, 2017	190406119 / 2017	Book No. I, CD Volume No. 1904 - 2017, Pages 229574 to 229603
		1338		6.0000		A.R.A - II, Kolkata	25 th April, 2015	04981/201	Book No. I, CD Volume No.28, Pages 3139 to 3163
67.	Vedini Infracon LLP	1345	2133	3.0000	12.0000	A.R.A - II, Kolkata	25 th April, 2015	04972/201 5	Book No. I, CD Volume No.28, Pages 2940 to 2963
		1348		3.0000		A.R.A - II, Kolkata	25the April, 2015	04977/201 5	Book No. I, CD Volume No.28, Pages 3059 to 3082

68.	Winsome Estates	1342	1856	5.8310	11.6620	A.R.A - II, Kolkata	6 th Septemb er, 2012	11435/201 2	Book No. I, CD Volume No. 45, Pages 81 to 98
00.	Private Limited	1342		5.8310	11.0020	A.R.A - II, Kolkata	6 th Septemb er, 2012	11434/201 2	Book No. I, CD Volume No. 45, Pages 63 to 80
69.	Workswell Infra LLP	1339	2344	12.3550	12.3550	A.R.A - IV, Kolkata	6 th Decembe r, 2016	190411188 / 2016	Book No. I, CD Volume No. 1904 - 2016, Pages 409467 to 409492
	Maddina	1345				A.R.A - II, Kolkata	6 th Septemb er, 2012	11436/201 2	Book No. I, CD Volume No. 45, Pages 99 to 115
70.	Worldwyn Estates Private	1345	1858	9.3844	9.3844	A.R.A - II, Kolkata	6 th Septemb er, 2012	11437/201 2	Book No. I, CD Volume No. 45, Pages 116 to 132
	Limited -	1345				A.R.A - II, Kolkata	6 th Septemb er, 2012	11439/201 2	Book No. I, CD Volume No. 45, Pages 151 to 167
		446		3.4000		A.R.A - II, Kolkata	12 th Decembe r, 2014	15494/201 4	Book No. I, CD Volume No. 77, Pages 3760 to 3783
71.	71. Yashvi Real Estates LLP	446		3.4000	12.2000	A.R.A - II, Kolkata	12 th Decembe r, 2014	15496/201 4	Book No. I, CD Volume No. 77, Pages 3808 to 3831
		446	2108	3.4000		A.R.A - II, Kolkata	12 th Decembe r, 2014	15497/201 4	Book No. I, CD Volume No. 77, Pages 3832 to 3853
		1345		2.0000		A.R.A - II, Kolkata	24 th August, 2015	190209232 / 2015	Book No. I, CD Volume No. 1902 - 2015, Pages 116429 to 116454
72	Petunia Enclave (P) Ltd	1359		10.1000	10.1000	A.R.A - IV, Kolkata	12-Feb- 2016	190401447/ 2016	Book No. I, CD Volume No. 1904 - 2016, Page 54128 to 54161.
73	Ramadhuta Builders (P) Ltd	1359		10.1000	10.1000	A.R.A - IV, Kolkata	12-Feb- 2016	19040144 2/ 2016	Book No. I, CD Volume No. 1904 - 2016, Page 54290 to 54323
74	Snowball Skyscraper (P) Ltd	1359		10.1000	10.1000	A.R.A - IV, Kolkata	12-Feb- 2016	19040144 6/ 2016	Book No. I, CD Volume No. 1904 - 2016, Page 54162 to 54195
75	Fairblink Infraproject	1349	2200	1.9875	8.2282	A.R.A - I, Kolkata	18-Sep- 2015	19040033 0 /2015	Book No. I, CD Volume No. 1904 - 2015, Page 10304 to 10330
	LLP	1349, 1350 &		1.2813		A.R.A - IV, Kolkata	21-Sep- 2015	19040037 4	Book No. I, CD Volume No. 1904 -

		1351						/2015	2015, Page
		1349, 1350 & 1351		1.1965		A.R.A - IV, Kolkata	21-Sep- 2015	19040037 6 /2015	12820 to 12842 Book No. I, CD Volume No. 1904 - 2015, Page 11939 to 11961
		1349, 1350 & 1351		0.5965		A.R.A - IV, Kolkata	21-Sep- 2015	19040036 7 /2015	Book No. I, CD Volume No. 1904 - 2015, Page 12649 to 12671
		1349, 1350 & 1351		0.5699		A.R.A - IV, Kolkata	21-Sep- 2015	19040036 9 /2015	Book No. I, CD Volume No. 1904 - 2015, Page 12682 to 12704
		1349, 1350 & 1351		1.1965		A.R.A - IV, Kolkata	21-Sep- 2015	19040037 1 /2015	Book No. I, CD Volume No. 1904 - 2015, Page 12728 to 12750
		1358		1.4000		A.R.A - IV, Kolkata	19-Feb- 2016	19040163 2 /2016	Book No. I, CD Volume No. 1904 - 2016, Page 64326 to 64354
76	Gloxinia Infraplaza	1349	349 2265	1.9850	6.9850	A.R.A - IV, Kolkata	12-Feb- 2016	19040143 5/ 2016	Book No. I, CD Volume No. 1904 - 2016, Page 54485 to 54513
	LLP	1357		5.0000	0.5555	A.R.A - IV, Kolkata	12-Feb- 2016	19040144 1/ 2016	Book No. I, CD Volume No. 1904 - 2016, Page 54324 to 54353
77	Blue Arrow Buildcon (P) Ltd	1357	2256	10.0000	10.0000	A.R.A - IV, Kolkata	12-Feb- 2016	19040144 8/ 2016	Book No. I, CD Volume No. 1904 - 2016, Page 54098 to 54127
78	Glasseye Infraplaza (P) Ltd	1357	2252	10.0000	10.0000	A.R.A - IV, Kolkata	12-Feb- 2016	19040143 9/ 2016	Book No. I, CD Volume No. 1904 - 2016, Page 54451 to 54484
79	Petunia Nirman LLP	1358	2254	8.4000	8.4000	A.R.A - IV, Kolkata	12-Feb- 2016	190401437 / 2016	Book No. I, CD Volume No. 1904 - 2016, Page 54388 to 54418
		1358		4.2000		A.R.A - II, Kolkata	29-Jun- 2015	19020678 4/ 2015	Book No. I, CD Volume No. 1902 - 2015, Page 26161 to 26192
80	Santainath Infraproject s LLP 2171 4.0000	4.0000	12.2000	A.R.A - II, Kolkata	30-Jun- 2015	19020678 2 /2015	Book No. I, CD Volume No. 1902 - 2015, Page 24549 to 24574		
		1358		4.0000		A.R.A - II, Kolkata	30-Jun- 2015	19020678 3/ 2015	Book No. I, CD Volume No. 1902 - 2015, Page 24523 to 24548

81	Plentyvalley Properties (P) Ltd	1358	2255	10.0000	10.0000	A.R.A - IV, Kolkata	12-Feb- 2016	190401440 / 2016	Book No. I, CD Volume No. 1904 - 2016, Page 54354 to 54387
82	Sanjay Jain	1338	1686	4.0416	12.3966	ADSR, Bidhannag ar	07.05.20 10	4712/2010	Book No. I, CD Vol. 8, Page 336 to 361
02	Sanjay Jani	1338	1000	8.3550	12.3900	A.R.A – IV, Kolkata	12.11.20 16	190410670 / 2016	Book No. I, CD Vol. 1904-2016, Page 395078 to 395098
83	Suman Jain	1338	2378	4.3134	4.3134	A.R.A – IV, Kolkata	27.10.20 16	190410199 / 2016	Book No. I, CD Vol. 1904-2016, Page 378211 to 378231
84	Blue Light Villa (P) Ltd	1359	2259	10.1000	10.1000	A.R.A - IV, Kolkata	12-Feb- 2016	190401443 /2016	Book No. I, CD Volume No. 1904 - 2016, Page 54258 to 54289
				1.8600		ADSR, Bidhannag ar	31-Dec- 2010	00054/201	Book No. I, CD Volume No. 1, Page 1107 to 1125
	Lily Niwas	447	1665	3.5220	12.3487	ADSR, Bidhannag ar	7-Jan- 2011	00186/201	Book No. I, CD Volume No. 1, Page 4397 to 4411
85	(P) Ltd		1003	3.1000		ADSR, Bidhannag ar	9-Mar- 2011	02986/201	Book No. I, CD Volume No. 5, Page 10350 to 10367
		1333	3.	3.0334		A.R.A - IV, Kolkata	13.08.20 16	190407750 / 2016	Book No. I, CD Volume No. 1904- 2016, Page 283585 to 283610
86	Shivmani Promoters (P) Ltd	1359	2258	9.8568	9.8568	A.R.A - IV, Kolkata	12-Feb- 2016	19040143 4/ 2016	Book No. I, CD Volume No. 1904 - 2016, Page 54514 to 54542

SECOND SCHEDULE

PART I

(SAID APARTMENT)

	•	•		
ALL THAT the Residential Apartment being U	Unit no	having carpet a	rea of	square feet and
Exclusive Balcony/Verandah/Open Terrace	Area Or "EBVT	Area", if any,	having area of	square feet
aggregating to a Net area of squa	ire feet, type	, on th floor	in the Tower $_$,	Phase III ("Unit")
along with() car parking space bearing r now in course of construction on the said Lar facilities as permissible under law		•		
For the purpose of registration the Super Bu	ilt-up area of the	said Unit is	sq. ft.	

PART II
SPECIFICATIONS OF THE APARTMENT

Structure	:	RCC framed structure
	•	Nee Humea Stracture
Living Room / Dining Area		
Flooring	:	Vitrified Tiles
Wall		Ready to paint
Ceiling		Ready to paint
Main door		Doors Installed
Internal doors		Doors Installed
Windows/ Glazing	:	Aluminum windows
Electrical		Modular switches
Bedrooms		
Flooring	:	Vitrified Tiles
Wall	:	Ready to paint
Ceiling	:	Ready to paint
Internal doors	:	Doors Installed
Windows/ Glazing	:	Aluminum windows
Electrical	:	Modular switches
Balcony		
Flooring	:	Tiles
Wall	:	Painted
Ceiling		Painted
Door		Aluminum sliding door
railing	:	Railing Installed
Electrical		Modular switches
Kitchen		
Flooring	:	Tiles
Wall	:	Ceramic tiles up to 2ft height above kitchen counter
Door	:	Doors Installed
Windows/ Glazing	:	Aluminum windows
Electrical	:	Modular switches
Toilets		
Flooring	:	Tiles
Wall	:	Tiles up to false ceiling height
Door	:	Doors Installed
Windows/ Glazing	:	Aluminum windows with provision of exhaust fan
Sanitary ware	:	WC , Wash basin
Electrical	:	Modular switches
Helper's Room		
Flooring	:	Tiles
Door	:	Door Installed
Helper's Toilet		

Flooring	:	Tiles
Wall	:	Tiles upto Lintel Level
Door	:	Doors Installed
Windows/ Glazing	:	Aluminum windows

THIRD SCHEDULE

<u>PART I</u>

(PHASE III COMMON AREAS, AMENITIES & FACILITIES)

SI No.	Tower/Outdoor	Floor	Amenities
			Club Amenities, Recreational Facilities, Entrance Lobby,
1.	T-11	Ground	Lift Lobby

<u>PART II</u> (PROJECT COMMON AREAS, AMENITIES & FACILITIES)

SI No.	Amenities
1	Land
2	Lobbies & Lift Lobbies, Passage, Driveways, Staircase, Entrance, Exit of the Building.
3	Gate House.
4	Stair head room, Lift machine room, Roof
5	Pump Room, STP, WTP
6	Main Entrance Lobby with reception & waiting area, Lift Lobbies.
7	Service Room – Electrical Room, Toilet.
8	DG Area.
9	Transformer Area
10	Multipurpose hall
11	Recreational Facilities
12	Co – Working space
13	Kids Activity Room
14	Facility Management Room
15	Banquet
16	Guest Bedroom
17	Games Room
18	Multi Activity Room
19	Health & Recreation Facilities
20	Kids celebration Room
21	Interactive Leisure Space

22	Library
23	Gymnasium
24	Outdoor Gymnasium
25	Cafeteria
26	Cabanas
27	Indoor Seating
28	Landscaping
29	Outdoor seating
30	Rock Climbing
31	Outdoor Theatre
32	Nature Trail
33	Bamboo Grove
34	Swimming Pool
35	Convenience Store
36	Sports Court

FOURTH SCHEDULE

PAYMENT SCHEDULE

Payment Schedule						
Particulars	Amount as (%) or as specified					
Application Money	10% of total consideration + GST					
On Execution of Agreement (within 30 days of application) + Incidental Charges	20% of total consideration + GST					
Up to Plinth level casting completion	10% of total consideration + GST					
3rd Floor roof casting completion	10% of total consideration + GST					
7th Floor roof casting completion	10% of total consideration + GST					
11th Floor roof casting completion	10% of total consideration + GST					
15th Floor roof casting completion	10% of total consideration + GST					
18th Floor roof casting completion	10% of total consideration + GST					
Ultimate roof casting completion	5% of total consideration + VRV Charges					
Within 90 days from date of ultimate roof casting	100% Extra Charges					
On offer of possession + Incidental Charges	5% of total consideration + GST					

FIFTH SCHEDULE

Common Expenses

- 1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Project and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
- 2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Project and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Project as usually are or ought to be.
- 3. Keeping the gardens and grounds of the Project generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
- 4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the drive way when necessary.
- 5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Project.
- 6. Paying such workers as may be necessary in connection with the upkeep of the Project.
- 7. Insuring any risks.
- 8. Cleaning as necessary the external walls and windows in the Project as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
- 9. Cleaning as necessary of the areas forming part of the Project.
- 10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project and providing such additional lighting apparatus as the Association may think fit.
- 11. Maintaining and operating the lifts.
- 12. Providing and arranging for the emptying receptacles for rubbish.
- 13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Building(s) or Common Areas or any part thereof excepting in so far as the same are the responsibility of the individual allottee(s) / occupiers of the Project.
- 14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to any individual allottee/occupier of Project.
- 15. Generally managing and administering the development and protecting the amenities in the Project and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any of the occupants of the Project.
- 16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
- 17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Project.

- 18. Insurance of fire fighting appliances and other equipment for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
- 19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
- 20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Association it is reasonable to provide.
- 21. In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this Schedule to be or expected to be incurred at any time.
- 22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association and shall only be applied in accordance with unanimous or majority decision of the members of the Association and with the terms of this Schedule.
- 23. The Allottee (s) under the scope of these presents undertakes to reimburse and / or pay the proportionate charges towards the diesel expenses for providing substitute backup for electricity in the form of generator services to the extent of such proportionate KVA load allocated and / or taken by the Allottee(s) herein in respect of their unit in the Project and such expenses incurred shall be reflected and / or incorporated in a separate bill which shall be raised on every English calendar month. In the event if any Allottees makes a default in making such payment for consecutive two months in such a situation the Association shall have the unfettered right to withdraw such facility without giving any prior notice or intimation whatsoever. Be it further stated herein that these charges shall have to be borne by the Allottee(s) herein over and above the monthly maintenance charges

SIXTH SCHEDULE

Common Rules

As from the date of possession of the Apartment, the Allottee(s) agrees and covenants-

- (a) To co-operate with the other Allottee(s)/Promoter and the Association in the management and maintenance of the Project.
- (b) To observe the rules framed from time to time by the Promoter and upon the formation of the Association by such Association.
- (c) To use the Apartment for residential and/or other lawful purposes and not for any illegal and/or immoral purposes whatsoever or for purposes not allowed.
- (d) To allow the Promoter to install Neon Sign on the ultimate roof or on the facade or terrace of the building or a portion of the boundary wall and the Allottee(s) hereby consents and waives all rights to enable the Promoter to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Promoter shall be entitled to use the lifts, stair case, common parts and portions for the purpose of erection, repair and replacement of such neon signs.
- (e) To allow the Promoter/Association with or without workmen to enter into the Apartment for the purpose of maintenance and repairs but only with 48 hours prior notice in writing to the Allottee (s).
- (f) To pay and bear the common expenses and other outgoings and expenses since the date of possession (including deemed possession date) and also the rates and taxes for the Apartment and proportionately for the Building(s) and Common Areas and/or to make deposits on account thereof in the manner

mentioned hereunder to the Promoter and upon the formation of the Association to such Association. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the Apartment has been taken or not by the Allottee(s). The said amounts shall be paid by the Allottee(s) without raising any objection thereto regularly and punctually within 72 hours to the Promoter and upon formation of the Association to such Association.

- (g) To deposit the amounts reasonably required with the Promoter and upon the formation of the Association with such Association towards the liability for rates and taxes and other outgoings with respect to the Common Areas and Building(s).
- (h) To pay charges for electricity in or relation to the Apartment wholly and proportionately relating to the Common Areas.
- (i) Not to subdivide the Apartment or any portion thereof.
- (j) Not to do anything or prevent the Promoter from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Allottee(s) enjoyment of the Apartment.
- (k) To maintain or remain responsible for the structural stability of the Apartment and not to do anything which has the effect of affecting the structural stability of the Building.
- (I) Not to do or cause anything to be done in or around the Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Apartment or any apartment adjacent to the Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- (m) Not to damage demolish or cause to damage or demolish the Apartment or any part thereof or the fittings and fixtures affixed thereto.
- (n) Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the Apartment which in the opinion of the Promoter differs from the colour Scheme of the building or deviation or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the Building.
- (o) Not to install grills the design of which has not been suggested and approved by the Architect.
- (p) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Apartment or any part of the Building or the Project or cause increased premium to be payable in respect thereof.
- (q) Not to make in the Apartment any structural additional and/or alterations such as beams columns partition walls etc or improvements of a permanent nature except with the prior approval in writing of the Promoter/Association and with the sanction of the authorities concerned as and when required.
- (r) Not to use the Apartment or permit the same to be used for any purposes except for commercial and lawful purposes and shall not use for the purpose which may or is likely to cause nuisance or annoyance to Allottee(s) /occupiers of the other portions of the said building or buildings to the occupiers of the neighbouring premises or for any illegal or immoral purpose whatsoever.
- (s) Not to keep in the open parking place anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca constructions grilled wall or enclosure thereon or part thereof and

- shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
- (t) Not to use or permit to be used the allocated Garage/car parking space for any other purpose whatsoever other than parking of its own car/cars.
- (u) Not to park car on the pathway or open spaces of the building at any other place except the space allotted to them and shall use the pathways as would be decided by the Promoter.
- (v) To abide by such building rules and regulations as may be made applicable by the Promoter before the formation of the Association and after the Association is incorporated to comply with and/or adhere to the building rules and regulations of such Association.

(w) HOUSE RULES:

- (1) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment in the Building.
- (2) The Allottees shall not make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. The Allottees shall play upon or suffer to be played upon musical instrument or permit to be operated a phonograph or radio or television loud speaker which shall disturb or annoy other occupants of the Building. The Allottees shall not give vocal or instrumental instruction at any time in order to reduce sound emanating from any apartment.
- (3) Each Allottees shall keep their apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- (4) No article shall be allowed to be placed in the halls or on the staircase landings or fire towers nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoter/Association.
- (5) No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Promoter/Association.
- (6) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Building except such as shall have been approved by the Promoter/Association nor shall anything be projected out of any window of the Building. The Allottee(s) shall be entitled to put name plate/signages in the place dedicated and allotted by the Promoter.
- (7) Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of water-closets or apparatus shall be paid for by the delinquent allottee in whose space it shall have been caused.
- (8) 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 residential complex.
- (9) No radio or television aerial shall be attached to or hung from the exterior of the Building.
- (10) Garbage and refuse from the Apartment shall be deposited in such place only in the Building and

at such time and in such manner as the Promoter/Association may direct.

- (11) No vehicle belonging to an allottee or guest, sub-tenant or employee of an allottee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.
- (12) These house rules may be added to, amended or repealed at any time by the Promoter and after its formation by the Association.
- (13) Until formation of the Association the Promoter shall manage and maintain the Project subject to allottees/occupiers regularly and punctually making payment of the maintenance charges.
- (14) The Allottee(s) agrees that:
 - (a) Allottee(s) shall pay regularly and punctually within 7th day of every month and month by month the Common Expenses at such rate as may be decided by the Promoter/Association to be payable from the date of possession (including deemed possession) to the Promoter and upon its formation to the Association without any abatement or demand.
 - (b) The proportionate amount payable by the allottees for the common expenses shall be decided by the Association from time to time and the allottees shall be liable to pay all such expenses wholly if it relates to the Allottees Apartment only and proportionately for the Building as a whole. The statement of account of the apportionment of the charges as prepared by the Association shall be conclusive and final. The Allottee(s) shall not be entitled to dispute or question the same provided that the billing is reasonable.
 - (c) After the formation of the Association the Allottee(s) shall pay such amounts for the aforesaid purpose as may be fixed and determined by the Association.
 - (d) So long as the Apartment is not separately mutated and separated, the Allottees shall pay the proportionate share of all rates and taxes assessed on the whole Project including the charges for loss of electricity while in transmission to the Allottees from the date of possession. Such proportion is to be determined by the Promoter on the basis of the area of such Apartment.
 - (e) If the Allottees fails to pay the aforesaid expenses or part thereof within time as stated in (a) above, the Allottees shall be liable to pay interest at the rate of 2% per month and further that if any interest remains unpaid for sixty (60) days, the Promoter or upon formation of Association such Association shall be at liberty to disconnect and/or suspend all common services attached to the Apartment of the Allottees such as water supply, electricity connection, use of lifts, central antenna, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

SEVENTH SCHEDULE

Mutual Easements

The under mentioned rights easements and quasi easements privileges of the Allottee(s) to be enjoyed along with other co-occupiers.

i. The Allottee(s) shall be entitled to all rights privileges vertical and lateral supports easements, quasieasements and appurtenances whatsoever belonging to or in any way appertaining to the Said Apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE Association the rights easements quasi easements privileges and appurtenances.

- ii. The right of access and passage in common with the Association and/or the Allottees and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Project.
- iii. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Apartment with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Allottee(s) or any person deriving title under the Allottee(s) or the servants, agents, employees and invitees of the Allottee(s) to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Allottees and the Association along such drive way and path ways as aforesaid.
- iv. The right of support shelter and protection of the Said Apartment by or from all parts of the Building so far they now support shelter or protect the same.
- v. The right of passage in common as aforesaid electricity water and soil from and to the Said Apartment through pipes drains wires and conduits lying or being in under through or over the Building and the Project so as far as may be reasonable necessary for the beneficial occupation of the Said Apartment and for all purposes whatsoever.
- vi. The right with or without workmen and necessary materials for the Allottee(s) to enter from time to time upon the other parts of the Building(s) and the Project for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Allottees and occupiers of the other spaces and portion of the Building(s).

