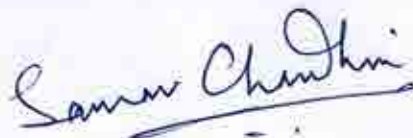


AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") made at Kolkata on this the _____ day of _____, 20_____.

By and Between

1. **BLUE ORCHID PROJECTS PRIVATE LIMITED, (PAN AADCB1207G), (CIN No. U45200WB2007PTC114407)**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at DN-37, Salt Lake City, Sector-V, Kolkata-700091, Police Station East Bidhanagar, Post Office Sech Bhavan, District North 24 Parganas, West Bengal, India;
2. **FERNS FOREST SALES PRIVATE LIMITED, (PAN AABCF0479L), (CIN No. U52110WB2006PTC110665)**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at DN-37, Salt Lake City, Sector-V, Kolkata-700091, Police Station East Bidhanagar, Post Office Sech Bhavan, District North 24 Parganas, West Bengal, India;



3. **GREEN GRID PROJECTS PRIVATE LIMITED, (PAN AACCG4135D), (CIN No. U70101WB2005PTC104332)**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at DN-37, Salt Lake City, Sector-V, Kolkata-700091, Police Station East Bidhanagar, Post Office Sech Bhavan, District North 24 Parganas, West Bengal, India;
4. **LUSH ESTATES PRIVATE LIMITED, (PAN AABCL1947P), (CIN No. U70101WB2006PTC109639)**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at DN-37, Salt Lake City, Sector-V, Kolkata-700091, Police Station East Bidhanagar, Post Office Sech Bhavan, District North 24 Parganas, West Bengal, India;
5. **RAULI TREES MERCHANTS PRIVATE LIMITED, (PAN AACDR4939H), (CIN No. U51109WB2006PTC110579)**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at DN-37, Salt Lake City, Sector-V, Kolkata-700091, Police Station East Bidhanagar, Post Office Sech Bhavan, District North 24 Parganas, West Bengal, India;
6. **RIBBON FARMS PROJECTS PRIVATE LIMITED, (PAN AACDR3139H), (CIN No. U70101WB2006PTC108777)**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at DN-37, Salt Lake City, Sector-V, Kolkata-700091, Police Station East Bidhanagar, Post Office Sech Bhavan, District North 24 Parganas, West Bengal, India;
7. **SHIMMER LAND COMMERCIAL PRIVATE LIMITED, (PAN AAKCS5085Q), (CIN No. U51109WB2006PTC110578)**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at DN-37, Salt Lake City, Sector-V, Kolkata-700091, Police Station East Bidhanagar, Post Office Sech Bhavan, District North 24 Parganas, West Bengal, India;
8. **SNOW FLOWER SALES PRIVATE LIMITED, (PAN AAKCS5080M), (CIN No. U51109WB2006PTC110580)**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at DN-37, Salt Lake City, Sector-V, Kolkata-700091, Police Station East Bidhanagar, Post Office Sech Bhavan, District North 24 Parganas, West Bengal, India;
9. **SWAN LAKE COMMERCIAL PRIVATE LIMITED, (PAN AAKCS5081L), (CIN No. U51109WB2006PTC110630)**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at DN-37, Salt Lake City, Sector-V, Kolkata-700091, Police Station East Bidhanagar, Post Office Sech Bhavan, District North 24 Parganas, West Bengal, India;
10. **VANILLA FIELDS PRIVATE LIMITED, (PAN AACCV2632E), (CIN No. U51900WB2006PTC108249)**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at DN-37, Salt Lake City, Sector-V, Kolkata-700091, Police Station East Bidhanagar, Post Office Sech Bhavan, District North 24 Parganas, West Bengal, India;
11. **CANOPY PROJECTS LIMITED, (PAN AACCC6032B), (CIN No. U70101WB2005PLC101105)**, a company incorporated under the provisions of the Companies Act, 1956, having its registered



office at DN-37, Salt Lake City, Sector-V, Kolkata-700091, Police Station East Bidhanagar, Post Office Sech Bhavan, District North 24 Parganas, West Bengal, India;

12. **GREEN BLOCK PROJECTS PRIVATE LIMITED, (PAN AADCG1554D), (CIN No. U51109WB2007PTC119710)**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at DN-37, Salt Lake City, Sector-V, Kolkata-700091, Police Station East Bidhanagar, Post Office Sech Bhavan, District North 24 Parganas, West Bengal, India;
13. **ANCHOR INFRASTRUCTURES PRIVATE LIMITED, (PAN AAGCA1325D), (CIN No. U70101WB2005PTC105629)**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at DN-37, Salt Lake City, Sector-V, Kolkata-700091, Police Station East Bidhanagar, Post Office Sech Bhavan, District North 24 Parganas, West Bengal, India;

Sl. Nos. 1 to 13 all duly represented herein by their Constituted Attorney, **AMBUJA HOUSING AND URBAN INFRASTRUCTURE COMPANY LIMITED, (PAN AAFCA0904P), (CIN U70101WB2005PLC101398)**, a company within the meaning of the Companies Act, 2013, having its registered office at 6th Floor, Block-4B, Ecospace, Plot No.-IIF/11, Action Area-III, New Town, PIN-700160, Police Station Rajarhat, Post Office New Town, District North 24 Parganas, West Bengal, India, represented by its Authorised Signatory, _____, (PAN _____), (Aadhaar No. _____), (Mobile No. 8436726880), son of _____, residing _____, PIN - _____, Police Station _____, Post Office _____, District _____, West Bengal, India; (hereinafter collectively referred to as the "Owners" and individually each as "Owner", which expression shall mean and include each of its respective successors, successors-in-interest and permitted assigns) of the **FIRST PART**;

AND

14. **SATYATOWER AFFORDABLES PROJECTS PRIVATE LIMITED, (PAN AACCI0935G), (CIN U45100WB2007PTC120738)**, a company within the meaning of the Companies Act, 2013, having its registered office at 7C, Middleton Street, Ground Floor, Kolkata-700071, Police Station Park Street, Post Office Park Street, District Kolkata, West Bengal, India; (hereinafter referred to as the "Existing Developer 1", which expression shall unless repugnant to the context be deemed to mean and include its successors and permitted assigns);
15. **SATTYAAHOMES DEVELOPMENT PRIVATE LIMITED, (PAN AADCH5205L), (CIN U70102WB2014PTC204442)**, a company within the meaning of the Companies Act, 2013, having its registered office at 7C, Middleton Street, Ground Floor, Kolkata-700071, Police Station Park Street, Post Office Park Street, District Kolkata, West Bengal, India; (hereinafter referred to as the "Existing Developer 2", which expression shall unless repugnant to the context be deemed to mean and include its successors and permitted assigns);

Sl. Nos. 14 and 15 both represented herein by their Constituted Attorney, **AMBUJA HOUSING AND URBAN INFRASTRUCTURE COMPANY LIMITED, (PAN AAFCA0904P), (CIN U70101WB2005PLC101398)**, a company within the meaning of the Companies Act, 2013, having its registered office at 6th Floor, Block-4B, Ecospace, Plot No.-IIF/11, Action Area-III, New Town, PIN-700160, Police Station Rajarhat, Post Office New Town, District North 24 Parganas, West Bengal, India, represented by its Authorised Signatory, _____, (PAN _____), (Aadhaar No. _____), (Mobile No. 8436726880),

son of _____, residing _____, PIN - _____, Police Station _____, Post Office _____, District _____, West Bengal, India; (hereinafter collectively referred to as the "Existing Developers", which expression shall unless repugnant to the context be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**; and

AND

16. **AMBUJA HOUSING AND URBAN INFRASTRUCTURE COMPANY LIMITED, (PAN AAFCA0904P), (CIN U70101WB2005PLC101398)**, a company within the meaning of the Companies Act, 2013, having its registered office at 6th Floor, Block-4B, Ecospace, Plot No.-IIF/11, Action Area-III, New Town, PIN-700160, Police Station Rajarhat, Post Office New Town, District North 24 Parganas, West Bengal, India, represented by its Authorised Signatory, _____, (PAN _____), (Aadhaar No. _____), (Mobile No. 8436726880), son of _____, residing _____, PIN - _____, Police Station _____, Post Office _____, District _____, West Bengal, India; (hereinafter referred to as the "New Developer/Promoter", which expression shall unless repugnant to the context be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**;

AND

17. **MR./MS.** _____ **PAN** _____, **Aadhaar No.** _____, son/daughter/wife of _____, aged _____ years, by nationality _____, residing at _____, PIN _____, Police Station _____, Post Office _____, District _____, India; (hereinafter referred to as the "Allottee", which expression shall unless repugnant to the context be deemed to mean and include its successors and permitted assigns) of the **FOURTH PART**;

The Owners, the Existing Developers, the New Developer/Promoter and the Allottee are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. The Owners, Existing Developers and New Developer/Promoter has represented to the Allottee as follows:
- i. By virtue of several Deeds of Conveyance of different dates, the Owners purchased several pieces and parcels of land measuring in aggregate **6632.83 Decimal** more or less, comprised in several *Dags* at *Mouzas* Genregari and Kashinathpur, J.L. Nos. 37 and 39, Police Station: Rajarhat, within the District of North 24 Parganas ("**Initial Land**"), more fully and particularly described in "**Part-I**" of "**Schedule-A**" herein;
 - ii. The Owners being desirous of commercially exploiting their respective land parcels in the Initial Land, approached the Existing Developers for the development of a composite project thereon and in pursuance thereof entered into a development agreement dated March 27, 2018 ("**Principal Development Agreement**") registered in the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2018, at Pages 184818 to 185038, being Deed No. 190403277 for the year 2018,

vide which the development rights over the Initial Land was granted in favour of the Existing Developers to develop the Initial Land;

- iii. Subsequent to the execution and registration of the Principal Development Agreement, the 2 (two) supplementary development agreements dated June 13, 2018 registered with the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2018, Pages 259393 to 259449, being Deed No. 190406574 for the year 2018 and June 19, 2018 registered with the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2018, Pages 259527 to 259612, being Deed No. 190406921 for the year 2018, respectively, whereby development rights over land parcels admeasuring about **36.44 Decimals** and **317.21 Decimals** (collectively referred as "**Additional Land**"), more fully and particularly described in "**Part-II**" of "**Schedule-A**" herein, were granted by the respective owners of the Additional Land in favour of the Existing Developers, that subsequently the Owners and the Existing Developers executed two other Supplementary Development Agreements dated 20th of June 2018 and 3rd of March 2021, modifying certain terms of the Principal Development Agreement;

The Initial Land and the Additional Land are collectively defined as ("**Total Land**") herein;

- iv. The Existing Developers *inter-se* executed amongst themselves a Development cum Co-operation Agreement dated June 14, 2018 ("**Co-Operation Agreement**") in terms whereof the Existing Developer 1 and Existing Developer 2 allocated the work and responsibility *inter-se* amongst themselves for the development and construction of the project as then envisaged;
- v. Accordingly, the Existing Developers herein became entitled to develop an integrated composite development on the Total Land in the manner as described in the Principal Development Agreement, four (4) Supplementray Development Agreements and the Co-Operation Agreement (all collectively referred to as "**First Development Agreement**");
- vi. The Owners and the Existing Developers declare and disclose herein that the Existing Developer 2 had raised an amount of INR 100,00,00,000 (Indian Rupees one hundred cores) by issuance of non-convertible debentures ("**NCDs**") to HDFC Capital Affordable Real Estate Fund - 2 ("**Investor**") in terms of the debenture trust deed dated May 15, 2018 executed *inter-alia* between the Existing Developers and Vistra ITCL (India) Limited (hereinafter called the "**Debenture Trustee**" in respect of the NCDs) as amended from time to time ("**DTD**") and the Owners along with Existing Developers had created mortgage over the Total Land along with any building constructed thereupon, in favour of the Debenture Trustee, for securing the NCDs;
- vii. Initially it was agreed amongst the Owners and the Existing Developers that the project to be constructed on the Total Land in terms of the First Development Agreement shall comprise of *inter-alia* high rise residential apartments. However, with passage of time and due to change in market conditions, the Owners and the Existing Developers decided to carry out development of plots as part of the project;
- viii. In accordance with section 46 of the West Bengal Town and Country (Planning and Development) Act, 1979 ("**WBT&CP Act**") read with rule 7 of the West Bengal Town and Country Planning (Development of Township Project) Rules, 2008 ("**WBT&CP Rules**"),



the Existing Developer 2 applied to the West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO), a Development Authority under the WBT&CP Act for permission to develop the Township on the Township Land;

- ix. Subsequently, the West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO) granted to the Existing Developer 2, development permission of a "Skill Development City", vide its letter no. **764/HIDCO/Plng/Plng Area/638(8)/2018** dated **September 5, 2023** ("Township Approval") on land measuring **55.268 Acres** comprised in several Dags at Mouzas Genragari and Kashinathpur, J.L. Nos. 37 and 39, Police Station: Rajarhat, North 24 Parganas ("Township Land") more fully and particularly described in "Part-III" of "Schedule-A" herein and demarcated with **RED** colour on the map/plan annexed herewith as "**Annexure-B**", which includes plotted development together with infrastructure in accordance with the Township Approval and applicable laws. The proposed township shall be known as "**UDISHAA**" ("Township"). The Photocopy of the Township Approval with approved master plan (**Master Plan**) is annexed hereto as marked as "**Annexure-A**";
- x. The Township shall be developed in different phases and the phasing has been planned by the Existing Developers in line with the provisions of the WBT&CP Rules and Township policy framed under the WBT&CP Act along with other applicable laws;
- xi. The Owners and Existing Developers will either develop by themselves or cause the development of a club ("Club") within the Township Land, through New Developer/Promoter on a piece and parcel of land admeasuring **71.2 (seventy one point two) Decimal** situate at Mouzas Genragari, J.L. Nos. 37, Police Station: Rajarhat, within the District of North 24 Parganas ("Club Land"), more fully and particularly described in "Part-IV" of "Schedule-A" herein and demarcated with **BLUE** colour on the map/plan annexed herewith as "**Annexure-C**". It is expressly and unequivocally clarified herein that the proposed Club, if developed on the Club Land and the facilities and amenities thereat, shall unless otherwise decided by the Owners or Existing Developers or the New Developer/Promoter, be managed and operated by the New Developer/Promoter or their nominated agency. The facilities proposed to be offered at the Club may be reduced or altered or discontinued partially or fully due to any reason whatsoever, at the sole discretion of the the New Developer/Promoter, as the case may be. The Allottee will have a complementary membership of the Club for a period of 25 (twenty five) years on the terms and conditions agreed mutually between the Owners, Existing Developers and the New Developer/Promoter and for that a separate membership agreement will be executed between the Owners, Existing Developers and the New Developer/Promoter and the Allottee;
- xii. As per the Master Plan, the total land area earmarked/reserved for construction/development of the Residential Zone, (being one of the several zones proposed to be developed in the Township as per the Master Plan) is **16.45 Acres**. This is approximately **29.76%** of the Township Land and demarcated with **GREEN** colour on the map/plan annexed herewith as "**Annexure-D**" ("**Residential Zone Land**");
- xiii. The Residential Zone Land shall be developed and shall be sold/transferred/conveyed to prospective allottees/purchasers for construction of residential Bungalow thereon by the allottees, strictly in accordance with the Master Plan as well as the provisions of the WBT&CP Rules and Township policy framed under the WBT&CP Act along with other applicable laws;



- xiv. The New Developer/Promoter is a leading and reputed company involved in the business of real estate development and has considerable expertise in the area of township development and therefore, has been approached by the Existing Developers and the Owner Nos. 1 to 10 herein to develop out of the Residential Zone Land, an area of 14.744 acres comprised in several *Dags* at *Mouzas* Genregari, J.L. Nos. 37, Police Station: Rajarhat, within the district of North 24 Parganas.
- xv. The Existing Developers and the Owner Nos. 1 to 10 herein, approached the Investor and requested for their approval to grant/transfer development rights in respect of the JDA Land (defined below) to the New Developer/Promoter, as the same constitutes a reserved matter under the DTD for which prior consent of Investor is required and the Investor has granted such approval vide its letter dated December 12, 2023;
- xvi. The New Developer/Promoter hereby acknowledges the declaration made by the Owner Nos. 1 to 10 herein and the Existing Developers as stipulated in above;
- xvii. Thereafter, by virtue of a separate Development Agreement dated December 14, 2023, registered in the Office of the Additional Registrar of Assurances-II, Kolkata, in Book No. I, Volume No. 1902-2023, Pages 637336 to 637476, Being No. 190217716 for the year 2023 (**Second Development Agreement**), the Owner Nos. 1 to 10 herein and the Existing Developers transferred the development right of 14.744 acres of land mentioned in (xiv) above (hereinafter referred to as the "**JDA LAND**") to the New Developer/Promoter for plotted residential development in terms and conditions therein. The **JDA Land** is more fully described in the "**Part-V**" of **Schedule-A**" herein and demarcated with **GRAY** colour in the map/plan annexed herewith as "**Annexure-E**".
- xviii. Presently, out of the JDA Land, the New Developer/Promoter has planned to develop land measuring _____ Decimal (equivalent to **11.35 Acre**), more or less, comprised in several *Dags* at *Mouzas* Genregari, J.L. Nos. 37, Police Station: Rajarhat, within the district of North 24 Parganas ("**Project Land**") and more fully described in the "**Part-VI**" of **Schedule-A**" herein and demarcated with **VIOLET** colour in the map/plan annexed herewith as "**Annexure-F**";
- xix. In terms of the Second Development Agreement, the Project Land will comprise of **250 nos.** of clearly demarcated and developed residential plots. The Project Land with demarcated plots therein is shown in **VIOLET** colour in the map/plan annexed herewith as "**Annexure-F**" and will be developed by the New Developer/Promoter as a separate real estate project christened as "**Udishaa: Residential Plots Phase-I**" ("**Project**").
- B. The remaining portion of the Township Land after excluding the Project Land (hereinafter referred to as the "**Adjoining Property**" which includes the Club Land) is excluded from the purview and ambit of these presents and shall continue to be held and possessed by the Owners/Existing Developers exclusively and absolutely with right to use, enjoy and develop as the Owners/Existing Developers may deem fit and proper in its absolute discretion. The Allottee, other than the Plot with easements connected thereto, shall not have any claim, ownership, share, title, interest whatsoever or howsoever with regard to the Adjoining Property nor object to development of the same. The Project Land and the Adjoining Property are and shall always remain independent and separate properties, notwithstanding the fact that a single Master Plan and layout plan has been sanctioned for both the properties. Accordingly, the rights of the allottees of plots etc., in or on the land shall remain restricted to their respective plots only.



- C. The Existing Developer No 2 has obtained the final layout plan for the Project (which is comprised in the integrated development plan under the Master Plan of the Township) from WBHIDCO. The New Developer/Promoter agrees and undertakes that it shall not make any changes to these layout plans of the Project except in strict compliance with Section 14 of the Act and other laws as applicable.
- D. The Owners, Existing Developers and the New Developer/Promoter hereby disclose that due to certain constraints some of the Township Level Infrastructure will be developed and/or installed outside the Township Land, which will be used by the allottees in the Project and the Township in the manner as may be decided by the Owners, Existing Developers and the New Developer/Promoter and will be maintained and managed by the Owners, Existing Developers and the New Developer/Promoter on the basis of a suitable mechanism devised by them. This mechanism/arrangement will continue to be in effect so long as the facilities/infrastructure/installations are maintained and managed by the Owners, Existing Developers and the New Developer/Promoter, as the case may be. Once these infrastructure with land parcel on which these are developed or installed are transferred to the agency notified by the appropriate government, the arrangement/mechanism devised by the Owners, Existing Developers and the New Developer/Promoter will cease to exist in effect and operation. The land parcels on which these Township Level Infrastructure/facilities/ installations are planned to be developed and/or installed are demarcated and depicted in **BLUE** colour in "**Annexure-G**" hereto.
- E. It is disclosed further that as per **Memo No. 1577-GE(M)/1L-74/23** dated **25.04.2023** of the Govt. of West Bengal, a piece and parcel of **2.873 Acre** of land will be settled long term through the Govt. of West Bengal in favour of Existing Developer No 2 ("**SETTLED LAND**") for which necessary payment has already been made by the Existing Developer No. 2 by pay online, via GRIPS dated **05.07.2023**.

Once the long term settlement is done and the certificate is issued in favour of Existing Developer No. 2, a land parcel measuring **1.709 Acre** of land, which forms a part of Residential Zone Land will be developed by the Existing Developer No. 2 through the New Developer/Promoter as a separate real estate project on the terms and conditions and in the manner as may be mutually decided between the Existing Developer No. 2 and the New Developer/Promoter. The Settled Land is demarcated and depicted on the map/plan in **BLUE** border and annexed hereto and marked as "**Annexure-H**" hereto.

- F. The WBHIDCO vide approval dated _____ bearing No. _____ has granted the commencement certificate to develop the Township, which approval also is applicable to the Project;
- G. The New Developer/Promoter has registered the Project as a separate Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (**Act**) with the West Bengal Real Estate (Regulation and Development) Regulatory Authority ("**Authority**") at _____ no. _____ on _____.
- H. The Owners, Existing Developers and New Developer/Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title, and interest of the Owners, Existing Developers and New Developer/Promoter regarding the Project Land on which Project is to be constructed/developed have been completed.



- I. The Allottee had applied for a Plot in the Project, vide Application No. _____, dated _____ and has been allotted the Plot bearing No. _____ measuring _____ sq. mtrs (equivalent to _____ cottahs) more or less, situated in L.R. Dag No(s). _____ and _____, recorded in L.R. Khatian No(s). _____ and _____, Mouza: _____, J.L. No. _____, Block: _____, Police Station: _____, Post Office: _____, District: _____, PIN- _____, West Bengal, for construction of residential bungalow thereon (as described in _____ above) at the Allottee's own cost and expenses (hereinafter referred to as the "Plot", more particularly described in "Part-VII" of Schedule-A" hereto and demarcated with RED colour in the map/plan annexed herewith as "Annexure-I" under "Schedule-B" hereto TOGETHER WITH the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project and the Owners/Existing Developers/Promoter in respect of the unallotted plots in the Project (hereinafter collectively referred to as the "Common Areas", and more particularly described in "Part-I" of "Schedule-D" hereto) TOGETHER WITH the irrevocable right to use certain Township level amenities and facilities in common with the remaining allottees of the Project, all other allottees of other project(s) and/or different phases of development in the Adjoining Property within the Township and outside the Township (which may be allowed to use and access the township level common infrastructure by the Owners/Existing Developers/New Developer/Promoter) the Owners/Existing Developers/New Developer/Promoter (hereinafter collectively referred to as the "SHARED COMMON FACILITIES/TOWNSHIP LEVEL COMMON FACILITIES" and more particularly described in "Part-II" of "Schedule-D" hereto and depicted in GREEN colour on the Master Plan of the Township annexed hereto and marked as "Annexure-J").
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. The Parties hereby confirm that they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- L. 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.
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owners, Existing Developers and New Developer/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Plot as specified in paragraph _____ of the recitals.
- N. The Allottee has caused necessary due diligence and satisfied himself/itself about the rights, title and interest of the Owners/Existing Developers/New Developer/Promoter in respect of the Township Land/JDA Land/Project Land and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever (save matters expressly mentioned herein) and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith. The Allottee has also inspected the Master Plan, layout plans along with specifications approved by the competent authority for the Township and the Project by the concerned authorities and agrees and covenants not to raise any objection with regard thereto.



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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Owners/Existing Developers/New Developer/Promoter agrees to sell to the Allottee, the and the Allottee hereby agrees to purchase the Plot as specified in paragraph _____ of the recitals;
- 1.2 The total price for the Plot is Rs. _____/- (Rupees _____ only) ("**Total Price**"), the break-up and description of which is as provided herein below:

Plot no. _____	Rate of Plot per _____ _____-/- (in Rupees _____)
Break-up of Total Price:	
Cost Head	Price (in Rupees)
Consideration of Plot	
Taxes	
Preferred Location Charges (PLC)	
Interim Shared Common Facilities Maintenance Charges	
Documentation charge	
Restoration Deposit	
	Total (in Rupees)

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the New Developer/Promoter towards the Plot;
- (ii) The Total Price above includes taxes (consisting of taxes paid or payable by the New Developer/Promoter by way of GST, CGST and Cess or any other similar taxes which may be levied in connection with the development of the Plot and the Project payable by the Promoter) up to the date of handing over the possession of the Plot.

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

- (iii) The New Developer/Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the New Developer/Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together



with dates from which such taxes/levies etc. have been imposed or become effective;

- (vi) The Total Price of the Plot includes (1) pro-rata share in the Common Areas (if any); and (2) Shared Common Facilities/Township Level Common Facilities and other charges as provided with the Agreement;
 - (v) The consideration in respect of the Plot includes recovery of selling of the Plot, development of not only the Plot but also the Common Areas (if any), Shared Common Facilities/Township Level Common Facilities, internal development charges, external development charges, taxes, cost for laying cables upto the plot, electrical sub-station(s), water line upto the Plot, storm drainage line from the Plot, sewerage line from the Plot, installation of street lighting on Township level common roads/streets and organized open space, if any, including landscaping in the common areas of the Project, maintenance charges as per Clause _____ and _____ etc. and includes cost of all other facilities and amenities, if any, to be provided in the Plot and the Project and also the Documentation Charges and any other charges/ deposits etc. more particularly mentioned in Clause 1.2 hereinabove.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by competent authority from time to time. The New Developer/Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the New Developer/Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payment.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule-"C"** (hereinafter referred to as the **"Payment Plan"**).
- 1.5 The New Developer/Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at 6 % (Six percent) per annum 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 New Developer/Promoter.
- 1.6 It is agreed that the New Developer/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans, specifications and the nature of fixtures, fittings and amenities described herein **"Part-I"** and **"Part-II"** of **"Schedule-E"** in respect of the Plot and the Project, respectively, without the previous written consent of the Allottee. Provided that the New Developer/Promoter may make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per provisions of the Act.



PROVIDED THAT with respect to the development on the Adjoining Property, nothing herein contained shall derogate or affect the Owners'/Existing Developers'/New Developer's/Promoter's rights and entitlements with regard to the matters connected to the layout plan and/or Master Plan and the additions alterations thereof.

1.7 Subject to Clause 9.3 the New Developer/Promoter agrees and acknowledges that the Allottee shall have the right to the Plot as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Plot;
- (ii) The Allottee shall also have irrevocable right to use the Common Areas (if any), which pertains to the Project. Since the share/interest of Allottee in the Common Areas (if any) is undivided and cannot be divided or separated, the Allottee shall use the Common Areas (if any) along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas (if any) shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the Common Areas (if any) to the association as may be required under the Act and/or applicable laws for the time being in force;
- (iii) The Allottee shall have the irrevocable right to use in common with allottees of other project(s) and/or phases developed in the Township. Since the irrevocable usage right of the Allottee in the Shared Common Facilities/Township Level Common Facilities is not exclusive, the Allottee shall use the Shared Common Facilities/Township Level Common Facilities, along with other occupants of the Township, maintenance staff etc. without causing any inconvenience and hindrance to them. It is clarified that the Owners, Existing Developers shall hand over the Shared Common Facilities/Township Level Common Facilities to the notified agency, which will be appointed by the Govt. of West Bengal to take over the Township Level Common Facilities;
- (iv) That the computation of the Total Price in respect of the Plot includes recovery of consideration of the Plot, construction of the Common Areas (if any), Shared Common Facilities/Township Level Common Facilities, internal development charges, if any, external development charges, taxes, cost for laying cables upto the Plot, electrical sub-station(s), water line upto the Plot, storm drainage line from the Plot, sewerage line from the Plot, installation of street lighting on Township level common roads/streets and organized open space, if any, including landscaping in the Common Areas (if any), of the Project, maintenance charges etc. as per Clause _____ and _____ and includes cost of all other facilities and amenities, if any, provided within the Plot and Project and any other charges/ deposits etc. more particularly mentioned in Clause 1.2 above.

1.8 It is made clear by the Owners/Existing Developers/New Developer/Promoter and the Allottee agrees that the Plot shall be treated as a single indivisible plot for all purposes. It is agreed that the Project is not a part of any other projects or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Project's common facilities and amenities (if any), shall be available for use and enjoyment of the Allottees of the Project, in the manner set-out in



paragraph _____ of the recitals above of the Agreement and nothing herein contain shall derogate or prejudice or affect the Owners', Existing Developers' and the New Developer's/Promoter's rights and entitlements with regard to the matters connected to the Adjoining Property, the Master Plan and the additions or alterations thereof.

- 1.9 It is understood by the Allottee that all other areas i.e. areas and facilities failing outside the Project, namely **Udishaa: Residential Plots Phase-I**, shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972. The Allottee, however understands, that in case of this development of Plots, the West Bengal Apartment Ownership Act, 1972 is not applicable.
- 1.10 The Owners/Existing Developers/Promote agrees to pay all outgoings before transferring the physical possession of the Plot to the Allottee, which it has collected from the Allottee, 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 Plot Project). If the Owners/Existing Developers/New Developer/Promoter fails to pay all or any of the outgoings collected by it from all Allottees or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottee, the Owners/Existing Developers/New Developer/Promoter agrees to be liable, even after the transfer of the Plot, 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.
- 1.11 The Allottee has paid a sum of Rs. _____/- (Rupees _____ only) as booking amount being part payment towards the Total Price of the Plot at the time of application, the receipt of which the New Developer/Promoter hereby acknowledges and the Allottee hereby agrees to pay the balance of the Total Price of the Plot as prescribed in the Payment Plan mentioned in "Schedule-C" as may be demanded by the New Developer/Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount which is payable, he/she/it shall be liable to pay interest at the rate of prevailing SBI -1 year MCLR +2% or as per the Rules of the Act.

2. **MODE OF PAYMENT:**

Subject to the terms of this Agreement and New Developer/Promoter abiding by the construction/development milestones, the Allottee shall make all payments, on a written demand by the New Developer/Promoter, within the stipulated time as mentioned in the Payment Plan described in "Schedule-C" through A/c Payee cheque/demand draft or online payment (as applicable) in favour of " _____ " payable at _____.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve

Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s)/ 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 New Developer/Promoter with such permission, approvals which would enable the New Developer/Promoter to fulfill its obligations under this Agreement, any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on its/his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, it/he/she shall 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 New Developer/Promoter accepts no responsibility in regard. The Allottee shall keep the New Developer/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the New Developer/Promoter immediately and comply with necessary formalities if any under the applicable laws. The New Developer/Promoter shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the Plot applied for herein in any way and the New Developer/Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the New Developer/Promoter to adjust/appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding, if any, in his/her name, as the New Developer/Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

Time is of essence for the New Developer/Promoter as well as the Allottee. The New Developer/Promoter shall abide by the time schedule for completing the Project and handing over the Plot to the Allottee and the Common Areas (if any) to the association, after receiving the Occupancy Certificate or Completion Certificate or Partial Occupancy Certificate or Partial Completion Certificate or such other certificate by whatever name called issued by the competent authority for the Project and Shared Common Facilities/Township Level Common Facilities to the notified agency who will be appointed by the Govt. of West Bengal, after receiving the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority for the Township. Similarly, the Allottee shall make timely payment of installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction/development by the New Developer/Promoter as provided in "Scheduled-C" ("Payment Plan").



6. **CONSTRUCTION/DEVELOPEMNT OF THE PROJECT/PLOT:**

The Allottee has seen the proposed Master Plan of the Township including of the Project comprising of the Plot and proposed, specifications, amenities and facilities in respect of the Plot and accepted the Payment Plan and the specifications, amenities and facilities (annexed along with this Agreement) which has been approved by the competent authority, as represented by the New Developer/Promoter. The New Developer/Promoter shall develop the Project in accordance with the Master Plan, specifications, amenities and facilities, subject to the terms in this Agreement, the New Developer/Promoter undertakes to strictly abide by such plan approved by the WBHIDCO and shall also strictly abide by the provisions of West Bengal Town and Country Planning (Development of Township Projects) Act/Rules, 2008 and shall not have an option to make any variation/alteration/modification in the plans of Project, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

PROVIDED THAT with respect to the development on the Adjoining Property, nothing herein contained shall derogate or prejudice or affect the Owners'/Existing Developers'/New Developer's/Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof.

Provided further that it is agreed that the Project is independent, self-contained project and shall not be a part of any other project or zone to be developed on the Adjoining Property and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise, except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Project's dedicated facilities and amenities, if any, shall be available only for use and enjoyment of the Allottees of the Project and under no circumstances shall be shared with the project to be developed on the Adjoining Property. Provided, however that the developments which may come up on the lands in the vicinity or on the land adjoining the Township may approach WBHIDCO or such authority which has the rights and jurisdiction over the infrastructure of the Township to get access and use of Township Level Infrastructure Facilities and may be granted rights to integrate the infrastructure with the development on such land parcel and the allottees/association will not raise any objection to or claim any monies/charges/compensation from the promoter/developer of such land parcels.

7. **POSSESSION OF THE PLOT:**

7.1 **Schedule for possession of the Plot:**

The New Developer/Promoter agrees and understands that timely delivery of the possession of the Plot to the Allottee is the essence of the Agreement. The New Developer/Promoter based on the Master Plan and specifications assured to handover possession of the Plot by or before **31.12.2026**, unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting regular development of the Project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the New Developer/Promoter shall be entitled to extension of time for the delivery of possession of the Plot.



Provided, that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it become impossible for the New Developer/Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the New Developer/Promoter shall refund to the Allottee the entire amount received by the New Developer/Promoter from allotment within 45 (forty-five) days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have rights, claims etc. against the New Developer/Promoter and that the New Developer/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. It is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the New Developer/Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

- 7.2 Procedure for taking possession:** The New Developer/Promoter upon obtaining the Occupancy Certificate or Completion Certificate or Partial Occupancy Certificate or Partial Completion Certificate or such other certificate by whatever name called issued by the competent authority for the Act for Project shall offer in writing the possession of the Plot to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the New Developer/Promoter shall give possession of the Plot to the Allottee. The New Developer/Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the New Developer/Promoter. The Allottee, agrees to pay the maintenance charges as determined by the New Developer/Promoter/ Maintenance Company or the Notified Agency, as the case may be. The New Developer/Promoter on its behalf shall offer the possession to the Allottee in writing within 15 (fifteen) days of the receiving the Occupancy Certificate or Completion Certificate or Partial Occupancy Certificate or Partial Completion Certificate, as the case may be, of the Project.
- 7.3 Failure of Allottee to take possession of the Plot:** Upon receiving a written intimation from the New Developer/Promoter as per Clause 7.2, the Allottee shall take possession of the Plot from the New Developer/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the New Developer/Promoter shall give possession of the Plot to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in clause 7.2 and all other outgoings as mentioned in this Agreement.
- 7.4 Possession by the Allottee:** After obtaining the Occupancy Certificate or Completion Certificate or Partial Occupancy Certificate or Partial Completion Certificate or such other certificate by whatever name called issued by the competent authority for the Project and handing over physical possession of the Plot to the Allottee, it shall be the responsibility of the New Developer/Promoter to handover necessary documents and plans, including Common Areas (if any), to the association as per the local laws.



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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the New Developer/Promoter, the New Developer/Promoter herein is entitled to forfeit the booking amount paid for the allotment ("**Cancellation Charges**") and the applicable G.S.T. payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the New Developer/Promoter to the Allottee within 45 (forty-five) days of such cancellation. It is further clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the New Developer/Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST. The Promoter, in case of cancellation by the Allottee without any fault of the Promoter, shall have the right to refer the matter to the adjudicating authority under the Act.

7.6 Compensation:

The New Developer/Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim of interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the New Developer/Promoter fails to complete or is unable to give possession of the Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the New Developer/Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, with interest calculated at the rate as prescribed under the Rules within 45 (forty-five) days including compensation in the manner as provided under the Act. It is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

Provided that where if the Allottee does not intend to withdraw from the Project, the New Developer/Promoter shall pay the Allottee interest at the rate calculated as prescribed under the Rules for every month of delay, till the handing over of the possession of the Plot.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

Subject to disclosure in "**Schedule-F**", the Owners, Existing Developers, New Developer/Promoter hereby represent and warrant to the Allottee as follows:

- i. The Owner Nos. 1 to 10 has absolute, clear, marketable title and actual absolute physical possession with respect to the Project Land; and the New Developer/Promoter



has requisite rights to carry out development of Plot and/or the Project Land and is in permissive physical possession of the same;

- ii. The Owner Nos. 1 to 10 and Existing Developers have lawful rights and requisite approvals from the competent Authorities to carry out development of the Plot and/or Project;
- iii. There are no encumbrances upon the Plot and/or Project Land and the Project;
- iv. There are no litigations pending before any Court of law with respect to the Project Land or the Plot;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project and the Plot are valid and subsisting and have been obtained by following due process of law. Further, the Owners/Existing Developers/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and the Plot and the Common Areas (if any);
- vi. The Owners/Existing Developers/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee agreed to be created herein, may prejudicially be affected;
- vii. The Owner Nos. 1 to 10/Existing Developers/New Developer/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 and the Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Owner Nos. 1 to 10/Existing Developers/New Developer/Promoter confirms that the Owner Nos. 1 to 10/Existing Developers/New Developer/Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the Deed of Conveyance, the Owner Nos. 1 to 10/Existing Developers/Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee and the Common Areas (if any), to the association of the Allottee(s) or the competent authority as per the Act and the Owners/Existing Developers shall handover the Shared Common Facilities/Township Level Common Facilities to the notified agency, immediately after appointment of such agency by the Govt. of West Bengal;
- x. The Project Land is not the subject 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 Plot and/or Project Land;
- xi. The Owner Nos. 1 to 10/Existing Developers has duly paid and shall continue to pay and discharge all Government dues, rates, charges and taxes and other moneys, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever payable with respect to the Plot and/or Project to the Authority till Occupancy



Certificate or Completion Certificate or Partial Occupancy Certificate or Partial Completion Certificate or such other certificate by whatever name called issued by the competent authority;

- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received by or served upon the Owner Nos. 1 to 10/Existing Developers/Promoter in respect of the Plot and/or Project Land and/or the Project;
- xiii. The Project Land is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- i. The New Developer/Promoter fails to provide ready to handover possession of the Plot to the Allottee within the time period specified. For the purpose of this Clause, 'ready to handover possession' shall mean that the Plot is ready with the provisions as described in paragraph _____ of the recitals above and for which the Occupancy Certificate or Completion Certificate or Partial Occupancy Certificate or Partial Completion Certificate or such other certificate by whatever name called has been issued by the competent authority for the Plot and/or Project;
- ii. Discontinuance of the New Developer's/Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by the New Developer/Promoter under the conditions listed above, the Allottee is entitled to the following:

- i. Stop making further payments to the New Developer/Promoter as demanded by the New Developer/Promoter. If the Allottee stops making payments, the New Developer/Promoter shall correct the situation by completing the development of the Plot as agreed and only thereafter the Allottee be required to make the next payment without any penal interest; or
- ii. The Allottee shall have the option of terminating this Agreement in which case the New Developer/Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Plot along with interest at the rate specified in the Rules within 45 (forty-five) days of receiving the termination notice.

It is clarified that all amounts collected as GST deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.



Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the New Developer/Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Plot.

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

- i. In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the New Developer/Promoter on the unpaid amount at the rate specified in the Rules;
- ii. In case of Default by Allottee under the condition listed above continues for a period beyond consecutive 2 (two) months after notice from the New Developer/Promoter in this regard, the Owners/Existing Developers/New Developer/Promoter shall cancel the allotment of the Plot in favour of the Allottee and refund the money paid to it by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

The Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Plot (and this Agreement) in terms of this Agreement by the Owners/Existing Developers/Promoter or the Allottee, as the case may be, the Owners/Existing Developers/Promoter shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation and the Allottee shall cease to have any right title interest whatsoever in the Plot or the Common Areas (if any), or Project Land or Project and the Shared Common Facilities/Township Level Common Areas & Facilities on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the New Developer/Promoter or the Allottee, as the case may be.

10. DEED OF CONVEYANCE OF THE PLOT:

The New Developer/Promoter, on receipt of Total Price of the Plot as mentioned in 1.2 above from the Allottee, then Owners/Existing Developers/Promoter shall execute a Conveyance Deed and convey the title of the Plot to Allottee with easement connected therewith within _____ months from the date of issuance of Occupancy Certificate or Completion Certificate or Partial Occupancy Certificate or Partial Completion Certificate or such other certificate by whatever name called issued by the competent authority for the Plot and/or Project, to the Allottee. The Common Areas (if any) will be transferred to the association and the Shared Common Facilities/Township Level Shared Common Facilities to the notified agency appointed by the Govt. of West Bengal.

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the New Developer/Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the New Developer/Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian



Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

It is clarified that the Deed of Conveyance shall be drafted by the solicitors/advocates of the New Developer/Promoter and shall not be inconsistent with or in derogation of the terms and conditions agreed by the Parties herein.

11. MAINTENANCE OF THE SHARED COMMON FACILITIES/TOWNSHIP LEVEL COMMON FACILITIES:

11.1 The Owners and the Existing Developers shall inform the notified agency who will be appointed by the Govt. of West Bengal, to take over the Shared Common Facilities/Township Level Common Facilities and the notified agency shall take over the management and maintenance of the Shared Common Facilities/Township Level Common Facilities. The Owners and the Existing Developers shall, at the cost and expenses of the Allottee and the other allottees of plots comprising the Project/Township, be responsible to provide and maintain through the maintenance company (*defined below*) the essential services of the Project/Township till the taking over of the maintenance of the Project/Township by the notified agency.

11.2 The maintenance charges shall be collected by the Owners/Existing Developers/New Developer/Promoter, as the case may be, for the purpose of upkeep, security, management and maintenance of the Shared Common Facilities/Township Level Common Facilities mentioned in "Part-II" of "Schedule-D" hereunder and all other installations thereat intended for common use, and providing and maintaining the essential services, on reasonable charges, through a maintenance company created by the New Developer/Promoter ("**Maintenance Company**") till the taking over of the maintenance of the same by the notified agency, in terms of this Agreement and applicable laws. Simultaneously with the taking over of the maintenance of the Shared Common Facilities/Township Level Common Facilities by the notified agency, the Owners/Existing Developers/New Developer/Promoter/Maintenance Agency, as the case may be, shall handover the prorated period based unused maintenance charges, to the notified agency, subject to appropriate deductions as provided under this Agreement and accounted therefor.

11.3 In addition to whatever has been agreed in the Clause above, the Parties agree specifically as under with regard to maintenance and management of the Shared Common Facilities/Township Level Common Facilities:

- i. The Shared Common Facilities/Township Level Common Facilities shall be handed over to the notified agency in accordance with applicable laws.
- ii. In the event the notified agency is not identified/declared/notified or there is any delay in the taking over of the Shared Common Facilities by the notified agency or the competent authority under the Act, as the case may be, as per the Act, for reasons not attributable to the Owners/Existing Developers/ Promoter/ Maintenance Company, as the case may be, within the statutorily prescribed period, then the Owners/Existing Developers/Promoter, as the the case may be, in order to ensure the benefit of the Township to the allottees, either on its own or through a Maintenance Company (as may be appointed by the Owners/Existing Developers/New Developer/Promoter) shall continue to maintain and manage the



Shared Common Facilities/ Township Level Common Facilities at the costs and expenses of the allottees in conformity with the provisions of the Act ("Interim Maintenance Period"). The Allottee, will be liable to bear and pay necessary maintenance charges inclusive of applicable taxes for the aforementioned Interim Maintenance Period for the maintenance of the Shared Common Facilities/Township Level Common Facilities ("Interim Shared Common Facilities Maintenance Charges"), which amounts shall be referred to as the "Interim Maintenance Charges". An advance towards the Interim Shared Common Facilities Maintenance Charges is part of the Total Price as detailed in Clause **Error! Reference source not found.** above. It is further clarified herein that, if required, separate agreement/s will be entered into by and between the Parties containing the exhaustive terms and conditions to regulate the upkeep, security, maintenance and management of the Shared Common Facilities/Township Level Common Facilities for any period beyond the Interim Maintenance Period, if applicable. Such agreement/s, if executed by the Parties herein in pursuance of the terms of this Agreement, shall at all times be construed as an integral part of this Agreement.

The rules/ bye laws to regulate the use and maintenance of the Shared Common Facilities/ Township Level Common Facilities shall during the Interim Maintenance Period, be framed by the Owners/Existing Developers/New Developer/ Promoter/Maintenance Company, as the case may be, with such restrictions and stipulations as may be necessary for proper upkeep, security, management, maintenance and general administration of the Project as well as the Township.

- iii. The Allottee, on or before taking possession in terms of this Agreement, shall pay the Interim Maintenance Charges. The Owners/Existing Developers/New Developer/ Promoter reserves the right to utilize such Interim Maintenance Charges to adjust any recoverable dues from the Allottee. The Interim Maintenance Charges after adjustment/ recovery of dues will be transferred/ handed over by the Owners/Existing Developers/New Developer/Promoter (without interest) to the notified agency, at the time of handing over the management and maintenance of the Shared Common Facilities. The maintenance charges may be increased by the Owners/Existing Developers/New Developer/ Promoter/Maintenance Company at their sole discretion.
- iv. Failure to pay maintenance charges, within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Allottees and will make the Allottees liable to pay interest at 2 % (_____ percent) per annum on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the New Developer/Promoter as per the Agreement relating to such development is brought to the notice of the New Developer/Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the New Developer/Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of New Developer's/Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the



Act. It is clarified that the Promoter shall handover the possession of the Plot on completion of the Project to the Allottee by way of issuance of a letter ("**Letter of Handover**") which shall at all times be construed as an integral part of this Agreement.

It is expressly agreed and understood that in case the Allottee, without first notifying the New Developer/Promoter and without giving to the New Developer/Promoter the opportunity to inspect assess and determine the nature of such defect (which inspection Promoter shall be required to complete within 15 days of receipt of the notice from the Allottee), alters the state and condition of such defect, then the New Developer/Promoter shall be relieved of its obligations contained in the Clause immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND SHARED COMMON FACILITIES/TOWNSHIP LEVEL COMMON FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGE:

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

14. RIGHT TO ENTER THE PLOT FOR REPAIRS:

The New Developer/Promoter/Maintenance Company/notified agency shall have rights of unrestricted access of all Common Areas (if any) of the Project and Shared Common Facilities for providing necessary maintenance services and the Allottee agrees to permit the New Developer/Promoter and/or Maintenance Company and/or notified agency to enter into the Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Service Areas: The service areas, if any, as located within the Plot and/or Project, shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, underground water tanks, pump rooms, maintenance and service rooms, and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever and the same shall be reserved for use by the Maintenance Company/New Developer/Promoter for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost in good repair and condition and shall not do or suffer to be done anything in or to the Plot, common passages 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 Plot and keep the Plot, its demarcation



provisions of sewers, drains, pipes, and any other 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. is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face of the Plot or anywhere on the exterior of the Plot and/or Project, buildings therein or Common Areas (if any), of the Plot and/or Project. Further the Allottee shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common passages of the Plot and/or Project.

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the New Developer/Promoter and thereafter the Maintenance Company/notified agency, as the case may be. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEES:

The Allottee is entering into this Agreement for the allotment of the Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Plot and/or Project. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the Plot, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Plot at his/ her own cost.

18. ADDITIONAL CONSTRUCTION:

The New Developer/Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Plot and/or Project after the Plot and/or Project Plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

20. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The New Developer/Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Town and Country (Planning and Development) Act, 1979 and the Rules made thereunder and that the Plot and/or Project in its entirety is in accordance with the applicable laws as applicable in the State of West Bengal.

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the New Developer/Promoter does not create a binding obligation on the part of the Owners/Existing Developers/Promote or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of



receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar/Registrar/Registrar of Assurance, West Bengals and when intimated by the New Developer/Promoter. If the Allottee fails to execute and deliver to the New Developer/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the New Developer/Promoter, then the New Developer/Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Plot.

23. RIGHT TO AMEND:

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

The New Developer/Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan ["Schedule-C"] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the New Developer/Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

26. SEVERABILITY:

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



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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in the Plot and/or Project, the same shall be the proportion which the area of the Plot bears to the total area of the Plot and/or Project Land.

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the New Developer/Promoter through their authorized signatory at the New Developer's/Promoter's Office, or at some other place, which may be mutually agreed between the New Developer/Promoter and the Allottee. After the Agreement is duly executed by the Allottee, Owners, Existing Developers and the New Developer/Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

30. NOTICES:

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

For the Allottee:

_____ Name of Allottee
_____ (Address of Allottee)
e-mail id:

For the New Developer/Promoter:

_____ Name
_____ (Address)
e-mail id:

For the Existing Developers:

_____ Name
_____ (Address)
e-mail id:

For the Owners:

_____ Name
_____ (Address)



e-mail id:

It shall be duty of the Allottee and the New Developer/Promoter, Existing Developers and the Owners 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 New Developer/Promoter, Existing Developers and the Owners or the Allottee, as the case may be.

31. JOINT ALLOTTEES:

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

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION:

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

34. ADDITIONAL TERMS:

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.

34.1 RESTRICTIONS ON ALIENATION:

The Allottee may assign this agreement any time before the notice of possession of the Plot, subject to the following conditions;

- (a) The profile of the assignee is accepted by the New Developer/Promoter.
- (b) An assignment fee equivalent to 3% (three percent) of the consideration of the Plot together with applicable taxes, if any, payable thereon has been paid to the New Developer/Promoter. The New Developer/Promoter shall consent to such assignment only upon being paid the fee/charge as aforesaid;
- (c) All amounts agreed to be payable by the allottee(s) intending to assign this Agreement has already been paid to the New Developer/Promoter.
- (d) Any such assignment or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee to be observed fulfilled and performed;



All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid transfer/ nomination/ assignment/alienation shall be payable by the Allottee or its transferee.

35. In relation to clause 7.5 of this Agreement, the Allottee agrees, acknowledges and understands that no such right of cancellation without any default on the part of the Promoter shall be exercised if on the date when the Allottee so expresses his intent to cancel this Agreement, the total price then prevailing for transfer of a Plot t in the Project is not less than the Total Price payable by the Allottee under this Agreement, and the Allottee agree(s) and undertake(s) that the decision of the Promoter in this regard shall be final and binding on the Allottee. It is further clarified that in the case of any such cancellation having been accepted by the Promoter, the Promoter herein, will, in addition to forfeiting the booking amount, shall also forfeit all interest liabilities of the Allottee accrued till the date of cancellation, the stipulated charges on account of dishonour of cheque(s), if any, and all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities ("**Cancellation Charges**") and the applicable G.S.T. payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation, after deduction of applicable taxes paid on such amount by the Promoter. Nothing contained in Clause 7.5 and this clause 35 shall preclude the Promoter to avail the remedies under the Act against such proposed cancellation by the Allottee.

36. **MISCELLANEOUS:**

36.1 **THE ALLOTTEE DOTH HEREBY AGREE WITH THE OWNERS/EXSISTING DEVELOPERS/NEW DEVELOPER/PROMOTER as follows:**

- a. To pay and discharge all existing and future municipal /panchayat rates, taxes, land revenues, levies, assessments, surcharge, deposits including security deposits, impositions and outgoings (including interest, penalties in case of delayed payment, charges, claims etc.) ("**Outgoings**") whatsoever imposed or charged upon the Plot and/or the residential bungalow to be constructed thereon and which may be assessed, charged or imposed upon either on the Owners/Existing Developers/Promoter or the Allottee or occupier thereof whether in respect of the Plot or the residential bungalow to be erected thereon after the delivery of the possession of the developed Plot to the Allottee, in accordance with the provisions of applicable laws.
- b. To comply with all applicable laws, rules and regulations, notifications and circulars for the construction, use, enjoyment and possession of the Plot and the residential bungalow to be erected thereon including but not limited to the sanctioned Master Plan and the Land Use Development and Control Plan (LUDCP) of the competent authority and the building rules of the concerned local authority and to be solely liable for all breaches and/or defaults in compliance thereof and to keep the Owners/Existing Developers/Promoter saved harmless and indemnified for all losses, claims and demands which the Owners/Existing Developers/Promoter may suffer or be put to by reason of any breach or alleged breach of this covenant.
- c. To comply with and/or follow quality assurance plan and follow standard operating procedures while constructing the bungalow on the Plot and to ensure that the construction is carried out in accordance with the stipulation of the National Building Code and relevant Indian Standard Codes applicable for structures and services and to



complete construction thereof within 2030. Provided however that the New Developer/Promoter may extend the timeline by another period as it may deem fit in deserving cases.

- d. To construct underground tanks and overhead tanks on the bungalow to be constructed on the Plot such that the Allottee can be supplied with potable and non-potable water. The Allottee shall mandatorily use 2 (two) different piping systems to connect their potable and non-potable outlets and to install water tanks sensors.
- e. To use fresh water from borewell only for potable usage and install 2 (two) water supply pipes to facilitate the separation of potable and non-potable outlets.
- f. To strictly observe the daily timings in conformity with the applicable laws or as may be prescribed by the Owners/Existing Developers/Promoter for the purposes of carrying out or causing the construction to be carried out within the Plot, at its own costs and liabilities, keeping the Promoter saved harmless and indemnified in this regard.
- g. To obtain at its own cost all permissions and licenses/ approvals from governmental authorities and other statutory bodies which may be necessary to make, construct, erect, hold, use and/or enjoy the developed Plot and/or residential bungalow constructed thereon and use and maintain the Plot/bungalow in accordance with applicable laws.
- h. To observe and perform all laws, rules and regulations which may be required to be observed and performed by it, at its own costs and responsibility, keeping the Owners/Existing Developers/Promoter saved harmless and indemnified in this regard.
- i. To keep the Plot and the residential bungalow thereon in a neat and clean manner and hygienic condition free from all sorts of nuisance and not to allow accumulation of any water, waste, dirt or garbage in any part thereof which is or can be at risk to the health of the occupants of the Plot and the bungalow thereon or of the nearby properties at any time.
- j. To use low flow fixtures for saving water.
- k. To maintain and keep the Plot and the residential bungalow in good and habitable condition.
- l. To carry out regular maintenance and replacement of fire protection, security, electrical wirings, installations and appliances in the Plot/ residential bungalow.
- m. To allow the New Developer/Promoter, their agents and servants, or the competent authority or the Maintenance Company with 24 (twenty four) hours' prior notice in writing (except for emergencies when no such notice would be required) to enter into and upon the Plot and the residential bungalow and all structures thereon and view the state and condition thereof and to give or leave notice of any defect in such condition which the Allottee shall be liable to make good within 15 (fifteen) days after such notice has been given or left.
- n. To make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Plot and/or the residential bungalow and



to keep the Owners/Existing Developers/Promoter saved harmless and indemnified in this regard.

- o. To execute to the satisfaction of the Owners/Existing Developers/Promoter, all works and observe and perform all such rules and conditions which shall appear to the Owners/Existing Developers/Promoter or to the appropriate authorities of the State to be necessary or desirable in order to keep the Plot and the residential bungalow thereon in good sanitary order and condition.
- p. To take steps to ensure that no third party may encroach in to or upon any portion of the Plot or the residential bungalow(s) to be erected thereon.
- q. To pay the applicable development fee to the governmental authority as may be prescribed under Applicable Law.
- r. To allow any person authorized by the New Developer/Promoter or the Maintenance Company or the Competent Authority, to inspect, repair and clean sewer lines and/or manholes or to do any other works in connection therewith, within the Plot/residential bungalow thereon without any obstruction or hindrance by the Allottee or by any of his/her/its men and agents.
- s. The Allottee shall deposit a sum of Rs. 50,000/- (Rupees Fifty Thousand) ("**Restoration Deposit**") with the New Developer/Promoter and hereby expressly authorizes the New Developer/Promoter to utilize and deduct therefrom the entire actual cost of major damage and/or replacement in the event any damage is caused to any part or portion of the Common Areas (if any) and/or the Shared Common Facilities at any time during the development of the Plot and/or construction of the structures thereon for any reason whatsoever, including but not limited to dumping and movement of construction materials/vehicles. Such Restoration Deposit shall be retained by the New Developer/Promoter till the completion of construction of structures on the Plot and the balance amount, if any, remaining after appropriate adjustments/deductions therefrom in terms hereof shall be refunded with interest at the rate of prevailing SBI (1 year MCLR per annum to the Allottee from the date of receipt of the sum till refund, if any. It is hereby clarified that in the event such Restoration Deposit is not sufficient to cover the actual cost of repair and/or replacement as contemplated herein, the Allottee shall remain fully liable to bear and pay the differential cost of repair and/or replacement or reimburse the differential cost thereof at actuals, as the Promoter may direct at its sole discretion and keep the New Developer/Promoter saved harmless and indemnified for all losses claims and demands which the Promoters may suffer or be put to by reason of any breach of this covenant.
- t. To clear, upon the completion of the construction of the residential bungalow on the Plot, debris and remove unused materials, machinery and equipment that are not required and clear such area of the Plot. It is expressly provided herein that the Allottee shall be barred from using any part or portion of the Common Areas (if any) and/or the Shared Common Facilities for storing construction goods or materials at any time during the development of the Plot and/or construction of the structures thereon, and to keep the New Developer/Promoter saved harmless and indemnified for all losses claims and demands which the New Developer/Promoter may suffer or be put to by reason of any breach or alleged breach of this covenant.



- u. Not to use or allow the Plot or any construction thereon for any illegal or immoral purposes or for any noisy or offensive trade or business and shall only use the same for residential purposes.
- v. Not to amalgamate the Plot or any part thereof with any other plot or plots of land nor sub-divide the Plot without the prior written permission of the New Developer/Promoter.
- w. Not to remove any earth from the Plot for any purpose other than for the purpose for which the Plot is allotted, which earth should be used for re-filing of trenches excavated for construction and not to cause any damage or depreciation to the Plot.
- x. Not to bring in or store or allow to be brought in or stored in the Plot/ residential bungalow constructed thereon or any part thereof, any hazardous, inflammable, combustible or explosive substance or any hide, skin or other articles likely to injure or damage the Plot and/or the structures to be constructed thereon and not do or allow to be done on the residential bungalow anything that may deteriorate the value of the residential bungalow or the Plot or the Project or injure the same in anyway, except in accordance with Applicable Law.
- y. Not to allow the Plot and/or the residential bungalow thereon or any construction thereon to be used in a manner which is not in conformity of any of the provisions of this Agreement.
- z. The Allottee shall have the right to mortgage the Plot in favour of scheduled banks/financial institutions for construction of the residential bungalow thereon. Once such financial facilities are sanctioned, a copy of the loan agreement(s) is to be provided by the Allottee to the New Developer/Promoter. The New Developer/Promoter shall not, in any event, assume any liability and/or be held liable or responsible for, any loan/ financial assistance which may be availed by the Allottee and the Allottee shall keep the New Developer/Promoter indemnified in this regard.
- aa. Not to encroach or allow or suffer any encroachment to be made upon the adjoining roads or any portions of lands surrounding the Plot.
- bb. Not to make the Owners/Existing Developers/Promoter liable nor any liability be contracted in the name of the Owners/Existing Developers/Promoter for any obligation of the Allottee in connection with the Plot /residential bungalow thereon.
- cc. Not to claim any damage or compensation for delay in providing any infrastructural facility such as sewerage connection, water supply, electricity connection for the Plot/ residential bungalow thereon or for any other similar cause or nature, happening for reasons beyond the Owners'/Existing Developers'/Promoter' control.
- dd. Not to do or cause to be done in or upon the Plot or any part thereof or in the residential bungalow that may be erected thereon, any act, thing which shall or may be or become a nuisance, damage, annoyance, inconvenience or danger to the Plot/ residential bungalow thereon or to the owners or occupiers of any portion of the Adjoining Property or neighboring land or premises.



- ee. Not to expose the Owners/Existing Developers/Promoter, their respective officers and/or directors/employees to any liability incurred pursuant to the obligations of the Allottee as set out herein, which will include but not be limited to costs, charges, claims, actions, suits, damages or any other loss or any proceedings and shall keep the Owners/Existing Developers/Promoter, their respective officers and directors/employees always indemnified from all the aforesaid liabilities.
- ff. The engagement of a third party by the Allottee and the engagement of any independent consultant including, engineers and architects to assist the Allottee in connection with the performance of the Allottee's rights/duties shall in no way limit or relieve the Allottee of its obligations under this Agreement.
- gg. The Adjoining Property (including the Club Land) is excluded from the scope, purview and ambit of these presents and shall continue to be held and possessed by the Owners and Existing Developers solely, exclusively and absolutely with the right and interest to enjoy, use and develop in the manner as the Owners may deem fit and proper in their absolute discretion, and the allottees shall neither have any share, right, title, interest of any manner whatsoever or howsoever therein nor have any objection or protest with regard to the nature or time period of development thereof or any claim or demand of any nature whatsoever with regard thereto.
- hh. The Allottee expressly agrees to bear and pay the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed conveyance deed in respect of the Plot in favour of the Allottee. The Allottee further agrees to additionally bear and pay the proportionate amount of the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deeds for the purposes of separately conveying the Common Areas (if any) of the Project and the Shared Common Facilities of the Township to the competent authority as per applicable laws. The Allottee hereby agrees and undertakes to indemnify the Owners/Existing Developers/Promoter for any losses or claims arising from non-payment of such charges by the Allottee as specified hereinabove or failure by the Allottee to execute and/or register the conveyance deed.
- ii. The Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Plot in the records of the concerned department after the date of registration of the conveyance deed and shall keep the Owners, Existing Developers and the New Developer/Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Owners and/or Existing Developers and/or the New Developer/Promoter due to non-fulfilment and/or non-observance of this obligation by the Allottee.
- jj. The Allottee shall also be considered to be under a condition of default in the event, the Allottee is in breach of its covenants, obligations, representations or warranties under this Agreement, which breach has not been remedied despite having been issued notice in that regard. In case the default by the Allottee under the condition listed above continues for a period beyond 30 (thirty) days after notice from the New Developer/Promoter in this regard, the Promoter, at its own option, may cancel the allotment of the Plot in favour of the Allottee and refund the money paid to the New Developer/Promoter by the Allottee after deducting therefrom the Booking Amount, along with interest liabilities, and together with deduction of such other tax/levy as may



be applicable at the time of such termination by the New Developer/Promoter, and this Agreement and any liability of the Promoter shall thereupon stand terminated.

36.2 THE PROMOTER HEREBY AGREES WITH THE ALLOTTEE AS FOLLOWS:

- a. The Allottee, paying the said Outgoings, and other amounts hereby reserved and observing and performing the terms, conditions and covenants herein contained and on its part to be paid performed and observed, shall hold and enjoy the Plot and the bungalow to be constructed thereon without any interruption, hindrance, disturbance or obstruction by the New Developer/Promoter or any person claiming through under or in trust for the New Developer/Promoter.
- b. The Allottee shall not be entitled to any possessory right or to be given possession of the Common Areas (if any) and the Shared Common Facilities/ Township Level Common Facilities or any part thereof. The Common Areas (if any)/Shared Common Facilities/ Township Level Common Facilities will be managed and maintained by the association/ Maintenance Company or the competent authority, as the case may be. The Allottee, would pay the applicable charges for maintenance of the Common Areas (if any) and the Shared Common Facilities/ Township Level Common Facilities in the manner as may be advised by the association/ Maintenance Company or the competent authority, as the case may be. An advance on this account has been paid by the Allottee as part of the Total Price as detailed in Clause **Error! Reference source not found.** above. However, the Allottee shall pay the amount as billed to it on reasonable basis.

36.3 THE PROMOTER AND THE ALLOTTEE HEREBY AGREE AND COVENANT WITH EACH OTHER AS FOLLOWS:

- a. That any relaxation and indulgence granted by the New Developer/Promoter to the Allottee shall not in any way prejudice the rights of the New Developer/Promoter hereunder.
- b. It is hereby clarified that in view of the fact that there shall be a single sanctioned Master Plan which proposes the development of the Township comprising the Project along with several other phases, the competent authority may issue a partial or temporary completion certificate or occupancy certificate, if applicable, in conformity with the applicable building laws, rules, regulations and bye-laws upon completion of the Project, which for all purposes, will be construed as the "completion certificate" or the "occupancy certificate" for the Project in accordance with the Master Plan, as per the requirement of the various provisions of the Act.
- c. That the failure of the New Developer/Promoter to enforce in any one or more instances, performance of any of the terms covenants and conditions of these presents shall not be construed as a waiver or relinquishment of any right or claim granted or arising here under or of the future performance of any such term condition and covenant and such failure shall not in any way affect the validity of this Agreement and/or the conveyance deed to be granted or the rights and obligations of the parties hereto or thereto. The Allottee agrees that a waiver of any term or provision hereof may only be made by a written instrument of modification executed by both parties hereto.



- d. After the delivery of possession of the Plot to the Allottee and after execution and registration of the conveyance deed in his/her/its favour, the Allottee shall be entitled to construct his/her/its residential bungalow thereon. The total FAR of the bungalow will not exceed _____, which has been earmarked for the Plot by the New Developer/Promoter. The Allottee would also not construct the residential bungalow beyond the dotted line as shown in the red dotted colour on the plan annexed hereto as **Schedule – B**. The Allottee covenants that the red dotted line pertains to footprint of the bungalow and any map/plan to be prepared/sanctioned for the bungalow would follow the same. The height of the bungalow to be constructed would not exceed _____ (_____) meters and the map/plan for the bungalow should be prepared/ sanctioned must follow the above restrictions. The Allottee in constructing the bungalow shall strictly abide by the rules and bye-laws of the concerned local authority and the construction norms and guidelines provided by the New Developer/Promoter.
- e. A boundary wall and a gate will be constructed around the Plot by the Allottee. The Promoter shall have the right to prescribe the materials that may be used by the Allottee to construct the boundary wall and the gate as well as stipulate the designs and specifications of the bungalow, in a handbook for all allottees in the Project ("**Handbook**"), which shall be deemed to be incorporated by reference in this Agreement and the conveyance deed executed in relation to the Plot and shall be binding upon the Allottee. The Allottee shall abide by all rules and regulations contained in the Handbook, including the designs stipulated by the Promoter in the Handbook, which shall be construed as covenants running with the Plot.
- f. The Allottee, in addition to payment of the Interime Maintenance Charges as specified in Clause 11 above shall also pay the Guarding Charges (*hereinafter defined*).
- g. In case the Allottee fails or neglects to take possession of his/her/its Plot as and when called upon by the New Developer/Promoter or where physical delivery has been withheld by the New Developer/Promoter on grounds stated elsewhere in this Agreement or if the Allottee fails to commence construction on the Plot, the Allottee will be liable to pay guarding charges at the rate of Rs. 1000/- (Rupees One Thousand only) per cottah per month for his/her/its Plot ("**Guarding Charges**") from the date of offer/notice for possession till the actual date on which construction of the structure on the Plot is completed .
- h. The Common Areas (if any), which include the common areas, parts and portions within the Project, are dedicated to the Project and intended for common use and enjoyment by the Allottee in common with the Promoter (for the unallotted plots) all the other allottees/lawful occupants of other plots comprised in the Project, and as the Promoters may determine, subject to Applicable Law, and are more fully and particularly described in "**Part-I**" of "**Schedule-D**" hereunder written.
- i. The allottees of the Project shall be entitled to the irrevocable right to use the Shared Common Facilities/Township Level Common Facilities, which due to the scheme of development, design, logistic and operational reasons cannot be segregated and are required to be integrated with the other phases for the benefit of the allottees of the Project in common with the New Developer/Promoter (for the unallotted or retained plots/apartments/units/spaces) and the allottees/lawful occupants of the others



projects/phases of the Township, and as the New Developer/Promoter may determine, subject to Applicable Law.

- j. It is expressly clarified herein that the New Developer/Promoter shall be fully entitled to the irrevocable right of use in respect of the Shared Common Facilities/Township Level Common Facilities in common with the allottees/lawful occupants of the Project and the allottees/lawful occupants of all other remaining phases of the Township.
- k. The Allottee expressly understands that the Owners/Existing Developer will develop by themselves or cause the development of a Club on the Club Land which shall at all times continue to be held and possessed by the Owners/Existing Developer solely, exclusively and absolutely, and shall not be integrated or combined with or form a part of any of the proposed phases/projects to be developed by the Owners/Existing Developer/Promoter within the Township.
- l. The Allottee expressly agrees that the proposed Club shall be developed or caused to be developed by the Owners/Existing Developer in such manner, with such facilities and within such period as the Owners/Existing Developer may deem fit and proper in their absolute discretion, to cater to not only the residents of the Township but also the local populace residing outside the Township. The proposed Club shall be operated and managed by the Promoter or their nominated agency and facilities proposed to be offered at the Club may be reduced or altered or discontinued partially or fully due to any reason whatsoever, at the sole discretion of the Promoter. The Allottee further understands and agrees that the Allottee will be given a complementary membership of the Club for a period of 25 years on the terms and conditions as may be agreed between the Owners and Existing Developers and the Promoter and such Club shall be governed by the terms of a separate agreement entered by and between the Owners, Existing Developer and Promoter or their nominated agency and the Allottee and shall be subject to the observance of such rules, regulations and bye-laws and payment of such fees, charges and deposits, as the Promoter or their nominated agency may decide at its sole discretion from time to time. It is hereby clarified that such separate agreement for membership shall not be considered as a part of this Agreement and/or Project in any manner whatsoever. The membership of the Club will also be available to the public in general on the terms and conditions as may be decided by the Promoter.
- m. In relation to Clause **Error! Reference source not found.** hereinabove, the Allottee expressly understands agrees and acknowledges that since the Project comprises of developed plots instead of constructed apartments, the liability of the New Developer/Promoter in relation to the rectification of any structural defects for a period of 5 (five) years as mentioned in Clause **Error! Reference source not found.** above, is wholly inapplicable and therefore excluded by necessary implication.
- n. All prices, rates, fees and charges etc. mentioned in this Agreement are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Allottee.



"SCHEDULE-A"
"Part-I"
("Initial Land")

All that piece and parcel of land, comprising of *Dag* nos., details of which are more particularly mentioned in table hereinbelow situated at District: North 24 Parganas, Mouza: Genregari and Kashinathpur, Police Station: Rajarhat, West Bengal, J.L. Nos: 37 and 39:

Sl. Nos.	L.R <i>Dag</i> Nos.	Area (In Decimal)
Anchor Infrastructure Pvt. Ltd. [Khatian No.1557]		
1.	570	13
2.	591	1
	Total	14
Blue Orchid Projects Pvt. Ltd. [Khatian No. 1208 & 1592]		
1.	608	7
2.	653	7.43
3.	671	11.42
4.	674	10
5.	680	1.5
6.	721	3.33
7.	723	2.25
8.	747	31
9.	806	0.88
10.	814	4
11.	819	16
12.	906	14.5
13.	912	0.62
14.	932	19.32
15.	944	3.33
16.	984	0.72
17.	994	3.13
18.	995	1.62
19.	1007	20
20.	1010	4
21.	1013	5.38
22.	1039	2.33
23.	1120	7.38
24.	1130	5.87
25.	1139	6.75
26.	1146	16
27.	1149	1.5
28.	1584	43.8
	Total	251.06
Canopy Projects Pvt. Ltd. [Khatian No. 1082]		
1.	604	10
2.	608	32



Sl. Nos.	L.R Dag Nos.	Area (In Decimal)
3.	611	40
4.	77	1
5.	78	10
6.	83	23
7.	85	4
8.	97	1
9.	98	20
10.	458	18
11.	462	10
12.	463	12
13.	464	10.4
14.	465	10
15.	466	3
16.	474	12
17.	475	1
18.	480	33
19.	481	3
20.	547	11
21.	548	3.75
22.	550	6
23.	551	2
24.	557	8
	Total	284.15
Ferns Forest Sales Pvt. Ltd. [Khatian No.1162]		
1.	656	6
2.	672	5
3.	674	4.64
4.	680	2.03
5.	688	6.5
6.	692	20.25
7.	694	1.22
8.	695	2.16
9.	696	5
10.	700	28
11.	703	9.5
12.	704	2.06
13.	709	0.87
14.	713	3.13
15.	714	33
16.	736	29.05
17.	754	35
18.	755	17
19.	779	32.5

Sl. Nos.	L.R Dag Nos.	Area (In Decimal)
20.	783	12
21.	785	11.87
22.	788	17.12
23.	789	25.67
24.	790	1.58
25.	791	3.58
26.	792	8.2
27.	794	11
28.	796	0.25
29.	800	11.17
30.	801	7.14
31.	809	5
32.	812	4
33.	815	17.14
34.	816	7.13
35.	819	13.34
36.	826	12
37.	904	2.93
38.	905	14
39.	910	3.05
40.	913	16.87
41.	914	1
42.	915	5.84
43.	916	18.75
44.	935	65.57
45.	936	2.25
46.	937	20
47.	939	2.28
48.	941	21
49.	942	3.14
50.	944	10
51.	945	2.8
52.	983	13
53.	984	0.33
54.	985	1
55.	986	11
56.	996	1.45
57.	1006	30.66
58.	1007	10
59.	1012	15.17
60.	1016	25.08
61.	1107	12
62.	1108	3.28

Sl. Nos.	L.R Dag Nos.	Area (In Decimal)
63.	1112	1.66
64.	1114	1.12
65.	1118	23
66.	1121	26.57
67.	1137	2.25
68.	1138	12.5
69.	1150	15.85
	Total	806.5
Green Block Projects Pvt. Ltd. [Khatian No. 1558]		
1.	777	120
2.	781	39
	Total	159
Green Grid Projects Pvt. Ltd. [Khatian No. 1083]		
1.	607	5
2.	612	8
3.	655	9
4.	684	5.25
5.	746	0.99
6.	747	10.45
7.	754	18
8.	904	0.74
9.	910	0.78
10.	936	1.38
11.	945	1.42
12.	68	3
13.	84	3
14.	90	1
15.	91	4
16.	92	1
17.	93	3
18.	94	3
19.	95	1
20.	96	6
21.	97	1
22.	481	4
23.	541	3
24.	543	4
25.	548	1.5
26.	559	14
27.	566	8
28.	614	14
	Total	135.51
Lush Estates Pvt. Ltd. [Khatian No.1124]		
1.	604	45

Sl. Nos.	L.R Dag Nos.	Area (In Decimal)
2.	608	20
3.	609	8
4.	610	5
5.	611	41
6.	612	51
7.	651	1
8.	657	36.14
9.	672	2
10.	674	1
11.	680	0.05
12.	688	2.5
13.	698	8
14.	702	12.5
15.	713	2
16.	732	13.43
17.	735	10.25
18.	736	10
19.	741	40
20.	745	8.5
21.	749	81
22.	763	2.5
23.	779	2.38
24.	782	13.33
25.	790	3.16
26.	791	3.17
27.	792	5
28.	794	9
29.	803	35
30.	812	5
31.	904	4.77
32.	907	18
33.	910	4.65
34.	912	0.12
35.	936	14.21
36.	945	15.47
37.	953	74
38.	985	1
39.	991	12
40.	994	0.75
41.	995	0.37
42.	996	2.98
43.	1001	15
44.	1005	33



Sl. Nos.	L.R Dag Nos.	Area (In Decimal)
45.	1013	1.38
46.	1109	32
47.	1114	0.88
48.	1115	4
49.	1120	1.75
50.	1129	36.25
51.	1130	48.37
52.	1137	2
53.	1149	0.38
54.	565	1
55.	567	1
	Total	802.24
Rauli Trees Merchants Pvt. Ltd. [Khatian No.1155]		
1.	593	45
2.	594	22
3.	602	11.25
4.	605	7
5.	607	6
6.	691	13
7.	697	9
8.	699	8
9.	701	2.25
10.	702	12.5
11.	706	36
12.	709	3
13.	726	24
14.	736	23
15.	745	8.5
16.	763	2.5
17.	766	12.5
18.	768	16.86
19.	769	18.74
20.	770	9.7
21.	779	63.12
22.	785	30.2
23.	787	8.74
24.	788	32
25.	789	32.46
26.	790	23.24
27.	791	37.91
28.	792	11
29.	794	4
30.	799	16

Sl. Nos.	L.R Dag Nos.	Area (In Decimal)
31.	939	8
32.	942	11
33.	945	3
34.	952	12
35.	992	2.44
36.	1008	21
37.	1016	39
38.	1147	33
39.	538	2
40.	569	4
	Total	684.91
Ribbon Farms Projects Pvt. Ltd. [Khatian No.1125]		
1.	603	53
2.	604	16
3.	608	16
4.	609	7
5.	610	2
6.	611	20
7.	613	38
8.	651	4
9.	673	1
10.	680	5
11.	703	9
12.	708	7.75
13.	709	6.38
14.	712	19
15.	713	1.14
16.	715	30
17.	735	30.75
18.	736	4.7
19.	785	4
20.	788	51.22
21.	789	55.4
22.	790	7.84
23.	791	10.46
24.	796	1.25
25.	798	18
26.	800	2.86
27.	801	7.14
28.	804	12
29.	805	12.5
30.	808	3
31.	816	43.62



Sl. Nos.	L.R Dag Nos.	Area (In Decimal)
32.	819	10
33.	825	26
34.	904	2.95
35.	907	54
36.	910	3.07
37.	936	5.3
38.	945	5.46
39.	952	18.37
40.	983	9
41.	984	0.28
42.	992	3.75
43.	996	2.64
44.	1000	18.5
45.	1015	12
46.	1016	41.3
47.	1108	2.28
48.	1112	1
49.	1113	3
50.	1114	1.17
51.	1116	9.5
52.	1117	0.1
53.	1119	22.5
54.	1122	3
55.	1129	108.75
56.	1137	4.33
57.	1146	7
58.	1148	1.4
	Total	876.66
Shimmer Land Commercial Pvt. Ltd. [Khatian No. 1153]		
1.	608	7
2.	612	5.57
3.	672	4
4.	674	4.36
5.	680	0.58
6.	682	14
7.	688	4
8.	695	2.16
9.	698	1
10.	699	8
11.	704	2.06
12.	706	3.5
13.	713	2.14
14.	720	4.75

Sl. Nos.	L.R Dag Nos.	Area (In Decimal)
15.	725	11
16.	744	11.25
17.	754	17
18.	756	41
19.	764	3.5
20.	784	13.33
21.	785	33.93
22.	786	65
23.	788	0.71
24.	789	0.66
25.	790	2.4
26.	791	2.4
27.	792	27
28.	794	17
29.	799	16
30.	800	9.5
31.	811	47
32.	815	5.71
33.	826	2
34.	904	5.3
35.	910	5.35
36.	914	6.43
37.	923	7
38.	934	10.5
39.	935	7.6
40.	936	3.01
41.	944	6
42.	945	1.04
43.	984	1.81
44.	996	1.12
45.	1001	8.5
46.	1005	5.16
47.	1006	5.41
48.	1011	9
49.	1012	15.17
50.	1016	30
51.	1039	7
52.	1040	3
53.	1114	0.04
54.	1137	8.08
55.	592	9
	Total	545.03
Snow Flower Sales Pvt. Ltd. [Khatian No. 1148]		



Sl. Nos.	L.R Dag Nos.	Area (In Decimal)
1.	680	36.3
2.	612	22.5
3.	648	55
4.	653	14.72
5.	655	10.63
6.	673	3.34
7.	680	4.29
8.	683	13
9.	684	6.9
10.	687	21
11.	689	8
12.	693	11
13.	694	4.84
14.	698	4
15.	706	37
16.	707	16
17.	709	2
18.	713	3.54
19.	723	18
20.	725	4.13
21.	732	46.5
22.	767	77
23.	780	17
24.	784	2.67
25.	786	2.83
26.	788	5.54
27.	789	5.5
28.	790	9.4
29.	791	10.97
30.	810	26
31.	812	10.74
32.	815	11.43
33.	818	21.5
34.	826	7.63
35.	904	2.75
36.	908	23.75
37.	909	33
38.	910	3.3
39.	912	2.25
40.	936	12.8
41.	945	10.07
42.	984	0.17
43.	985	0.6



Sl. Nos.	L.R Dag Nos.	Area (In Decimal)
44.	988	14
45.	994	12.25
46.	995	6.5
47.	996	4.87
48.	1010	12
49.	1016	7.1
50.	1108	3.8
51.	1114	0.04
52.	1117	23
53.	1120	19.96
54.	1128	38
55.	1137	0.08
56.	1145	4.28
57.	548	0.75
	Total	786.22
Swan Lake Commercial Pvt. Ltd. [Khatian No. 1152]		
1.	601	10.2
2.	602	3.74
3.	611	19.64
4.	649	26
5.	651	0.34
6.	653	11.25
7.	656	25
8.	673	5
9.	680	12.21
10.	691	4
11.	698	7
12.	701	4.5
13.	706	27.5
14.	720	1.75
15.	723	6.75
16.	746	6
17.	747	31
18.	766	5
19.	768	5
20.	769	5
21.	770	37
22.	778	5
23.	779	3
24.	790	4.29
25.	791	3.81
26.	804	4
27.	806	2.64



Sl. Nos.	L.R Dag Nos.	Area (In Decimal)
28.	809	5.5
29.	814	12
30.	815	5.72
31.	819	1.5
32.	825	5.62
33.	904	5.93
34.	906	7
35.	910	4.61
36.	911	23
37.	912	1.86
38.	917	15
39.	923	8
40.	933	10.5
41.	934	3.04
42.	936	9.86
43.	938	3.16
44.	939	5.72
45.	942	7.86
46.	944	4
47.	945	8.2
48.	984	2
49.	985	2.03
50.	994	9.39
51.	995	4.86
52.	996	3.41
53.	1001	2.06
54.	1005	5.16
55.	1011	4.5
56.	1013	16.13
57.	1107	12
58.	1113	1.6
59.	1120	22.13
60.	1121	8.86
61.	1122	3.18
62.	1126	9.69
63.	1127	9.69
64.	1130	17.62
65.	1131	23.5
66.	1145	26.25
67.	1146	3.2
68.	1148	0.4
69.	1149	4.5
70.	1150	5.3



Sl. Nos.	L.R Dag Nos.	Area (In Decimal)
71.	1125/1240	78
72.	1584	4
73.	558	4
	Total	708.16
Vanilla Fields Pvt. Ltd. [Khatian No.1123]		
1.	595	28
2.	612	7
3.	613	62.5
4.	649	26
5.	652	29
6.	653	14
7.	655	16.36
8.	656	22
9.	680	0.31
10.	684	10
11.	707	1
12.	708	7.5
13.	713	1
14.	714	2.5
15.	725	6
16.	733	59
17.	741	40
18.	742	41
19.	743	35
20.	744	3.75
21.	750	41
22.	752	14
23.	753	13
24.	762	13
25.	764	1.25
26.	790	6.05
27.	791	6.05
28.	795	16
29.	805	2.5
30.	904	1.2
31.	910	1.2
32.	936	1.2
33.	945	1.2
34.	1001	1.5
35.	1015	0.5
36.	1114	1.2
37.	1119	0.5
38.	1121	26.57

Sl. Nos.	L.R Dag Nos.	Area (In Decimal)
39.	1137	2.2
40.	1150	15.85
41.	564	0.5
42.	571	1
	Total	579.39

"Part-II"
("Additional Land")

All that piece and parcel of land, comprising of *Dag* nos., details of which are more particularly mentioned in table hereinbelow situated at District: North 24 Parganas, Mouza: Genregari and Kashinathpur, Police Station: Rajarhat, West Bengal, J.L. Nos.: 37 and 39:

Sl. No.	L.R. Dag No.	Area (In Decimal)
Anchor Infrastructure Private Limited		
1	591	15.27
Canopy Projects Limited		
2	458	2.82
3	547	1.22
4	557	6.8
Shimmer Land Commercial Private Limited		
5	592	4.5
Snow Flower Sales Private Limited		
6	565	5.83
Sl. No.	Dag No.	Area (In Decimal)
Rauli Trees Merchants Private Limited		
7	605	7
8	697	4.5
9	697	4.5
10	701	1
11	701	1.25
12	702	12.5
13	709	1.5
14	709	1.5
15	726	24
16	745	8.5
17	763	2.5
18	766	6.25
19	766	6.25
20	768	8.43
21	768	8.43
22	769	9.37



23	769	9.37
24	770	4.85
25	770	4.85
26	779	31.56
27	779	31.56
28	785	21.2
29	787	4.37
30	787	4.37
31	788	15.16
32	789	13.44
33	790	7.33
34	790	3.67
35	791	7.33
36	791	3.67
37	607	6
Shimmer Land Commercial Private Limited		
38	674	4
39	792	16
Snow Flower Sales Private Limited		
40	687	21

**"Part-III"
(Township Land")**

All that piece and parcel of land, comprising of *Dag* nos., details of which are more particularly mentioned in table hereinbelow situated at District: North 24 Parganas, Mouza: Genregari and Kashinathpur, Police Station: Rajarhat, West Bengal, J.L. Nos.: 37 and 39 and demarcated with RED colour on the map/plan annexed herewith as "Annexure-B":

Sl Nos.	L.R. Dag Nos.	Township Area (In Acre)
1	68	0.030
2	77	0.010
3	78	0.100
4	83	0.230
5	84	0.030
6	85	0.040
7	90	0.010
8	91	0.040
9	92	0.010
10	93	0.030
11	94	0.030

Sl Nos.	L.R. Dag Nos.	Township Area (In Acre)
40	571	0.050
41	591	0.220
42	592	0.090
43	593	0.450
44	594	0.165
45	595	0.200
46	601	0.102
47	602	0.130
48	603	0.265
49	604	0.826
50	605	0.070

Sl Nos.	L.R. Dag Nos.	Township Area (In Acre)
79	691	0.128
80	692	0.203
81	693	0.110
82	697	0.090
83	698	0.190
84	699	0.153
85	700	0.280
86	701	0.045
87	702	0.250
88	703	0.095
89	706	0.994

Sl Nos.	L.R. Dag Nos.	Township Area (In Acre)
12	95	0.010
13	96	0.060
14	97	0.020
15	98	0.200
16	458	0.180
17	462	0.100
18	463	0.091
19	464	0.177
20	465	0.100
21	466	0.030
22	474	0.120
23	475	0.010
24	480	0.330
25	481	0.070
26	538	0.020
27	543	0.085
28	547	0.118
29	548	0.060
30	549	0.060
31	550	0.060
32	551	0.060
33	557	0.040
34	558	0.040
35	559	0.160
36	565	0.101
37	566	0.020
38	569	0.040
39	570	0.120
118	756	0.290
119	762	0.050
120	763	0.030
121	764	0.048
122	766	0.150
123	768	0.219
124	769	0.237
125	770	0.450
126	777	1.200
127	778	0.049

Sl Nos.	L.R. Dag Nos.	Township Area (In Acre)
51	607	0.110
52	608	0.761
53	609	0.147
54	610	0.063
55	611	0.998
56	612	0.820
57	613	1.005
58	648	0.550
59	649	0.520
60	651	0.045
61	652	0.290
62	653	0.350
63	654	0.085
64	655	0.300
65	656	0.530
66	657	0.361
67	671	0.114
68	672	0.073
69	673	0.093
70	674	0.156
71	680	0.288
72	682	0.140
73	683	0.130
74	684	0.183
75	687	0.210
76	688	0.118
77	689	0.080
78	690	0.072
154	811	0.470
155	812	0.177
156	814	0.120
157	815	0.337
158	816	0.410
159	818	0.215
160	819	0.110
161	825	0.260
162	826	0.150
163	904	0.190

Sl Nos.	L.R. Dag Nos.	Township Area (In Acre)
90	707	0.168
91	708	0.153
92	709	0.123
93	712	0.190
94	713	0.130
95	714	0.330
96	715	0.300
97	720	0.065
98	721	0.033
99	723	0.248
100	725	0.165
101	726	0.240
102	732	0.134
103	733	0.148
104	735	0.308
105	736	0.621
106	741	0.400
107	742	0.310
108	743	0.117
109	744	0.113
110	745	0.113
111	746	0.010
112	747	0.410
113	750	0.410
114	752	0.140
115	753	0.130
116	754	0.700
117	755	0.170
190	994	0.237
191	995	0.129
192	996	0.130
193	1001	0.253
194	1005	0.433
195	1006	0.253
196	1007	0.100
197	1008	0.210
198	1010	0.160
199	1016	1.288

Sl Nos.	L.R. Dag Nos.	Township Area (In Acre)
128	779	0.750
129	780	0.170
130	781	0.390
131	782	0.133
132	783	0.120
133	784	0.160
134	785	0.800
135	786	0.678
136	787	0.087
137	788	0.671
138	789	0.900
139	790	0.380
140	791	0.615
141	792	0.165
142	794	0.150
143	795	0.100
144	798	0.180
145	799	0.120
146	801	0.143
147	803	0.350
148	804	0.120
149	805	0.150
150	806	0.096
151	808	0.030
152	809	0.055
153	810	0.260

Sl Nos.	L.R. Dag Nos.	Township Area (In Acre)
164	905	0.140
165	906	0.180
166	907	0.720
167	908	0.238
168	909	0.223
169	910	0.240
170	911	0.230
171	912	0.042
172	913	0.120
173	914	0.064
174	915	0.153
175	916	0.133
176	917	0.150
177	923	0.150
178	932	0.193
179	933	0.105
180	934	0.135
181	935	0.730
182	936	0.435
183	937	0.200
184	938	0.032
185	939	0.160
186	942	0.220
187	944	0.227
188	945	0.404
189	949	0.010

Sl Nos.	L.R. Dag Nos.	Township Area (In Acre)
200	1107	0.240
201	1108	0.094
202	1109	0.320
203	1110	1.549
204	1111	1.124
205	1115	0.038
206	1117	0.230
207	1118	0.230
208	1119	0.229
209	1120	0.656
210	1121	0.620
211	1126	0.080
212	1127	0.070
213	1128	0.380
214	1129	1.450
215	1130	0.660
216	1131	0.235
217	1137	0.078
218	1145	0.294
219	1146	0.256
220	1147	0.330
221	1150	0.370
222	1584	0.478
223	1125 / 1240	0.383

"Part-IV"
("Club Land")

All that piece and parcel of land, comprising of Dag nos. details of which are more particularly mentioned in table hereinbelow situated at District: North 24 Parganas, Mouza: Genregari, Police Station: Rajarhat, West Bengal, J.L. Nos.: 37 and demarcated with **RED** colour on the map/plan annexed herewith as **"Annexure-C"**:

Sl. No.	L.R. Dag No.	Area (In Decimal)
1	697	9
2	698	19



3	699	23
4	653	6.20
5	700	14

"Part-V"
("JDA Land")

All that piece and parcel of land, comprising of Dag nos. details of which are more particularly mentioned in table hereinbelow situated at District: North 24 Parganas, Mouza: Genregari, Police Station: Rajarhat, West Bengal, J.L. Nos.: 37 and demarcated with **GRAY** colour in the map/plan annexed herewith as **"Annexure-E"**:

No.	Owner's Name	Classification	L.R Dag No.	L.R. Khatian No.	Area in Acre
1	Snow Flowers Sales Pvt. Ltd.	Housing Complex	648	1148	0.303
2	Swanlake Commercial Pvt. Ltd.	Township / Bastu	649	1152	0.26
2	Vanilla Fields Pvt. Ltd.	Township / Bastu	649	1123 & 1838	0.169
3	Snow Flowers Sales Pvt. Ltd.	Housing Complex / Bastu	653	1148	0.055
4	Snow Flowers Sales Pvt. Ltd.	Housing Complex / Bastu(Housing Complex) / Bastu	655	1148	0.106
4	Vanilla Fields Pvt. Ltd.	Housing Complex / Bastu(Housing Complex) / Bastu	655	1123 & 1838	0.046
5	Swanlake Commercial Pvt. Ltd.	Housing Complex / Bastu	656	1152	0.25
5	Vanilla Fields Pvt. Ltd.	Housing Complex / Bastu	656	1123 & 1838	0.121
6	Lush Estates Pvt. Ltd.	Housing Complex / Bastu	657	1124	0.221
7	Blue Orchid Projects Pvt. Ltd.	Township	671	1208 & 2017	0.042
8	Ferns Forest Sales Pvt. Ltd.	Housing Complex / Bastu	672	1162	0.031
8	Lush Estates Pvt. Ltd.	Housing Complex / Bastu	672	1124	0.002
9	Blue Orchid Projects Pvt. Ltd.	Housing Complex / Township / Bastu	674	1208 & 2017	0.1



No.	Owner's Name	Classification	L.R Dag No.	L.R. Khatian No.	Area in Acre
9	Lush Estates Pvt. Ltd.	Housing Complex / Township / Bastu	674	1124	0.008
10	Swanlake Commercial Pvt. Ltd.	Township / Housing Complex / Bastu	680	1152	0.05
11	Shimmerland Commercial Pvt. Ltd.	Bastu	682	1153 & 1839	0.089
12	Snow Flowers Sales Pvt. Ltd.	Housing Complex	683	1148	0.042
13	Green Grid Projects Pvt. Ltd.	Housing Complex / Bastu (Housing Complex) / Bastu	684	1083	0.055
13	Snow Flowers Sales Pvt. Ltd.	Housing Complex / Bastu (Housing Complex) / Bastu	684	1148	0.065
13	Vanilla Fields Pvt. Ltd.	Housing Complex / Bastu (Housing Complex) / Bastu	684	1123 & 1838	0.054
14	Snow Flowers Sales Pvt. Ltd.	Bastu	687	1148	0.017
15	Ferns Forest Sales Pvt. Ltd.	Housing Complex / Bastu	688	1162	0.052
16	Snow Flowers Sales Pvt. Ltd.	Housing Complex	689	1148	0.063
17	Snow Flowers Sales Pvt. Ltd.	Bastu	690	1148	0.017
18	Rauli Trees Merchants Pvt. Ltd.	Township	691	1155	0.039
19	Snow Flowers Sales Pvt. Ltd.	Housing Complex	693	1148	0.048
20	Rauli Trees Merchants Pvt. Ltd.	Township / Bastu	701	1155	0.015
21	Lush Estates Pvt. Ltd.	Housing Complex / Bastu	702	1124	0.016
22	Ferns Forest Sales Pvt. Ltd.	Housing Complex	703	1162	0.049
23	Snow Flowers Sales Pvt. Ltd.	Housing Complex / Bastu	706	1148	0.338
24	Snow Flowers Sales Pvt. Ltd.	Bastu / Housing Complex	707	1148	0.118
25	Ribbon Fams Projects Pvt. Ltd.	Housing Complex	708	1125	0.078
25	Vanilla Fields Pvt. Ltd.	Housing Complex	708	1123 & 1838	0.075

No.	Owner's Name	Classification	L.R Dag No.	L.R. Khatian No.	Area in Acre
26	Ferns Forest Sales Pvt. Ltd.	Housing Complex / Township / Bastu	709	1162	0.009
26	Rauli Trees Merchants Pvt. Ltd.	Housing Complex / Township / Bastu	709	1155	0.03
26	Ribbon Fams Projects Pvt. Ltd.	Housing Complex / Township / Bastu	709	1125	0.064
26	Snow Flowers Sales Pvt. Ltd.	Housing Complex / Township / Bastu	709	1148	0.018
27	Ribbon Fams Projects Pvt. Ltd.	Housing Complex	712	1125	0.006
28	Ferns Forest Sales Pvt. Ltd.	Housing Complex / Township	713	1162	0.026
28	Ribbon Fams Projects Pvt. Ltd.	Housing Complex / Township	713	1125	0.011
28	Shimmerland Commercial Pvt. Ltd.	Housing Complex / Township	713	1153 & 1839	0.016
28	Snow Flowers Sales Pvt. Ltd.	Housing Complex / Township	713	1148	0.061
28	Vanilla Fields Pvt. Ltd.	Housing Complex / Township	713	1123 & 1838	0.016
29	Ferns Forest Sales Pvt. Ltd.	Housing Complex	714	1162	0.111
30	Ribbon Fams Projects Pvt. Ltd.	Housing Complex	715	1125	0.206
31	Shimmerland Commercial Pvt. Ltd.	Housing Complex / Bastu	720	1153 & 1839	0.037
32	Blue Orchid Projects Pvt. Ltd.	Township	721	1208 & 2017	0.033
33	Snow Flowers Sales Pvt. Ltd.	Housing Complex / Bastu	723	1148	0.163
34	Ferns Forest Sales Pvt. Ltd.	Housing Complex	783	1162	0.008
35	Snow Flowers Sales Pvt. Ltd.	Housing Complex	784	1148	0.033
36	Ferns Forest Sales Pvt. Ltd.	Housing Complex / Township	785	1162	0.116
36	Rauli Trees Merchants Pvt. Ltd.	Housing Complex / Township	785	1155	0.302
37	Shimmerland Commercial Pvt. Ltd.	Housing Complex	786	1153 & 1839	0.415
38	Rauli Trees Merchants Pvt. Ltd.	Bastu	787	1155	0.087

No.	Owner's Name	Classification	L.R Dag No.	L.R. Khatian No.	Area in Acre
39	Ferns Forest Sales Pvt. Ltd.	Housing Complex / Bastu	788	1162	0.039
39	Ribbon Fams Projects Pvt. Ltd.	Housing Complex / Bastu	788	1125	0.366
40	Ribbon Fams Projects Pvt. Ltd.	Housing Complex / Bastu	789	1125	0.26
41	Rauli Trees Merchants Pvt. Ltd.	Housing Complex / Township	790	1155	0.109
42	Rauli Trees Merchants Pvt. Ltd.	Housing Complex / Township	791	1155	0.086
43	Ferns Forest Sales Pvt. Ltd.	Housing Complex / Bastu	792	1162	0.037
43	Lush Estates Pvt. Ltd.	Housing Complex / Bastu	792	1124	0.04
43	Rauli Trees Merchants Pvt. Ltd.	Housing Complex / Bastu	792	1155	0.04
43	Shimmerland Commercial Pvt. Ltd.	Housing Complex / Bastu	792	1153 & 1839	0.027
44	Vanilla Fields Pvt. Ltd.	Bastu	795	1123 & 1838	0.037
45	Lush Estates Pvt. Ltd.	Housing Complex	803	1124	0.139
46	Shimmerland Commercial Pvt. Ltd.	Housing Complex / Township	815	1153 & 1839	0.057
47	Ferns Forest Sales Pvt. Ltd.	Housing Complex / Bastu	816	1162	0.017
47	Ribbon Fams Projects Pvt. Ltd.	Housing Complex / Bastu	816	1125	0.339
48	Snow Flowers Sales Pvt. Ltd.	Bastu	818	1148	0.116
49	Ribbon Fams Projects Pvt. Ltd.	Housing Complex	825	1125	0.134
50	Ferns Forest Sales Pvt. Ltd.	Bastu / Housing Complex	826	1162	0.061
51	Ferns Forest Sales Pvt. Ltd.	Township / Housing Complex / Bastu(Housing Complex) / Bastu	904	1162	0.039

No.	Owner's Name	Classification	L.R Dag No.	L.R. Khatian No.	Area in Acre
51	Green Grid Projects Pvt. Ltd.	Township / Housing Complex / Bastu(Housing Complex) / Bastu	904	1083	0.007
51	Lush Estates Pvt. Ltd.	Township / Housing Complex / Bastu(Housing Complex) / Bastu	904	1124	0.025
51	Ribbon Fams Projects Pvt. Ltd.	Township / Housing Complex / Bastu(HousingComplex) / Bastu	904	1125	0.03
51	Shimmerland Commercial Pvt. Ltd.	Township / Housing Complex / Bastu(Housing Complex) / Bastu	904	1153 & 1839	0.028
52	Ferns Forest Sales Pvt. Ltd.	Housing Complex	905	1162	0.118
53	Blue Orchid Projects Pvt. Ltd.	Township / Bastu	906	1208 & 2017	0.065
54	Ribbon Fams Projects Pvt. Ltd.	Housing Complex	907	1125	0.422
55	Snow Flowers Sales Pvt. Ltd.	Township	908	1148	0.215
56	Snow Flowers Sales Pvt. Ltd.	Housing Complex	909	1148	0.046
57	Canopy Projects Pvt. Ltd.	Housing Complex / Township / Bastu(Housing Complex) / Bastu	910	1082	0.02
58	Ferns Forest Sales Pvt. Ltd.	Housing Complex / Bastu	913	1162	0.034
59	Shimmerland Commercial Pvt. Ltd.	Housing Complex / Bastu	914	1153 & 1839	0.052
60	Swanlake Commercial Pvt. Ltd.	Township	917	1152	0.005
61	Shimmerland Commercial Pvt. Ltd.	Township / Bastu	923	1153 & 1839	0.075
61	Swanlake Commercial Pvt. Ltd.	Township / Bastu	923	1152	0.016
62	Swanlake Commercial Pvt. Ltd.	Housing Complex / Bastu	933	1152	0.052

No.	Owner's Name	Classification	L.R Dag No.	L.R. Khatian No.	Area in Acre
63	Ferns Forest Sales Pvt. Ltd.	Housing Complex / Bastu	935	1162	0.401
64	Lush Estates Pvt. Ltd.	Housing Complex / Township / Bastu(Housing Complex) / Bastu	936	1124	0.15
64	Ribbon Fams Projects Pvt. Ltd.	Housing Complex / Township / Bastu(Housing Complex) / Bastu	936	1125	0.056
64	Snow Flowers Sales Pvt. Ltd.	Housing Complex / Township / Bastu(Housing Complex) / Bastu	936	1148	0.098
65	Ferns Forest Sales Pvt. Ltd.	Township / Bastu	937	1162	0.134
66	Swanlake Commercial Pvt. Ltd.	Housing Complex	938	1152	0.012
67	Swanlake Commercial Pvt. Ltd.	Housing Complex / Township	939	1152	0.013
68	Ferns Forest Sales Pvt. Ltd.	Township / Housing Complex / Bastu	944	1162	0.1
68	Shimmerland Commercial Pvt. Ltd.	Township / Housing Complex / Bastu	944	1153 & 1839	0.063
69	Lush Estates Pvt. Ltd.	Housing Complex / Township / Bastu (Housing Complex) / Bastu	945	1124	0.115
69	Snow Flowers Sales Pvt. Ltd.	Housing Complex / Township / Bastu (Housing Complex) / Bastu	945	1148	0.112
69	Swanlake Commercial Pvt. Ltd.	Housing Complex / Township / Bastu (Housing Complex) / Bastu	945	1152	0.033
70	Snow Flowers Sales Pvt. Ltd.	Housing Complex / Bastu	994	1148	0.122
71	Snow Flowers Sales Pvt. Ltd.	Housing Complex / Bastu	995	1148	0.065



No.	Owner's Name	Classification	L.R Dag No.	L.R. Khatian No.	Area in Acre
71	Swanlake Commercial Pvt. Ltd.	Housing Complex / Bastu	995	1152	0.007
72	Lush Estates Pvt. Ltd.	Housing Complex / Township / Bastu	996	1124	0.019
72	Ribbon Fams Projects Pvt. Ltd.	Housing Complex / Township / Bastu	996	1125	0.028
72	Snow Flowers Sales Pvt. Ltd.	Housing Complex / Township / Bastu	996	1148	0.036
73	Lush Estates Pvt. Ltd.	Housing Complex / Bastu	1001	1124	0.149
73	Shimmerland Commercial Pvt. Ltd.	Housing Complex / Bastu	1001	1153 & 1839	0.085
73	Swanlake Commercial Pvt. Ltd.	Housing Complex / Bastu	1001	1152	0.004
73	Vanilla Fields Pvt. Ltd.	Housing Complex / Bastu	1001	1123 & 1838	0.014
74	Lush Estates Pvt. Ltd.	Housing Complex / Bastu	1005	1124	0.178
75	Ferns Forest Sales Pvt. Ltd.	Housing Complex	1006	1162	0.103
76	Ferns Forest Sales Pvt. Ltd.	Housing Complex	1007	1162	0.067
77	Rauli Trees Merchants Pvt. Ltd.	Township / Housing Complex	1008	1155	0.004
78	Snow Flowers Sales Pvt. Ltd.	Housing Complex / Township	1010	1148	0.105
79	Ferns Forest Sales Pvt. Ltd.	Housing Complex / Bastu	1016	1162	0.248
79	Rauli Trees Merchants Pvt. Ltd.	Housing Complex / Bastu	1016	1155	0.393
79	Ribbon Fams Projects Pvt. Ltd.	Housing Complex / Bastu	1016	1125	0.243
80	Ferns Forest Sales Pvt. Ltd.	Township / Housing Complex	1107	1162	0.12
80	Swanlake Commercial Pvt. Ltd.	Township / Housing Complex	1107	1152	0.081
81	Lush Estates Pvt. Ltd.	Housing Complex	1109	1124	0.169
84	Lush Estates Pvt. Ltd.	Housing Complex	1115	1124	0.038
85	Snow Flowers Sales Pvt. Ltd.	Bastu	1117	1148	0.079



No.	Owner's Name	Classification	L.R Dag No.	L.R. Khatian No.	Area in Acre
86	Ferns Forest Sales Pvt. Ltd.	Housing Complex	1118	1162	0.096
87	Ribbon Fams Projects Pvt. Ltd.	Bastu	1119	1125	0.162
88	Swanlake Commercial Pvt. Ltd.	Housing Complex / Township	1120	1152	0.278
89	Ferns Forest Sales Pvt. Ltd.	Housing Complex	1121	1162	0.266
89	Vanilla Fields Pvt. Ltd.	Housing Complex	1121	1123 & 1838	0.149
90	Swanlake Commercial Pvt. Ltd.	Housing Complex / Bastu	1126	1152	0.047
91	Swanlake Commercial Pvt. Ltd.	Housing Complex / Bastu	1127	1152	0.008
92	Snow Flowers Sales Pvt. Ltd.	Housing Complex	1128	1148	0.2
93	Ribbon Fams Projects Pvt. Ltd.	Housing Complex	1129	1125	1.035
94	Swanlake Commercial Pvt. Ltd.	Township	1131	1152	0.072
95	Ferns Forest Sales Pvt. Ltd.	Housing Complex / Township	1137	1162	0.024
95	Ribbon Fams Projects Pvt. Ltd.	Housing Complex / Township	1137	1125	0.005
95	Shimmerland Commercial Pvt. Ltd.	Housing Complex / Township	1137	1153 & 1839	0.02
96	Swanlake Commercial Pvt. Ltd.	Housing Complex / Township	1145	1152	0.13
97	Blue Orchid Projects Pvt. Ltd.	Housing Complex / Township / Bastu	1146	1208 & 2017	0.129
98	Rauli Trees Merchants Pvt. Ltd.	Housing Complex	1147	1155	0.195
99	Ferns Forest Sales Pvt. Ltd.	Housing Complex	1150	1162	0.159
99	Swanlake Commercial Pvt. Ltd.	Housing Complex	1150	1152	0.041
100	Swanlake Commercial Pvt. Ltd.	Bastu	1125 / 1240	1152	0.168

**"Part-VI"
(Project Land)**

All that piece and parcel of land, comprising of Dag nos. details of which are more particularly mentioned in table hereinbelow situated at District: North 24 Parganas, Mouza: Genregari, Police Station: Rajarhat, West Bengal, J.L. Nos.: 37 and demarcated with **VIOLATE** colour in the map/plan annexed herewith as **"Annexure-F"**;

Sl No	Dag Nos.	Land (In Satak)
1	648	10.76
2	649	42.91
3	653	5.52
4	655	15.21
5	656	37.15
6	657	22.10
7	671	4.25
8	672	3.26
9	674	10.82
10	680	5.01
11	682	8.86
12	683	4.20
13	684	6.16
14	687	1.66
15	688	0.00
16	689	0.00
17	690	1.72
18	691	3.88
19	693	4.83
20	701	1.54
21	702	1.56
22	703	4.58
23	706	33.82
24	707	11.79
25	708	15.25
26	709	12.02
27	712	0.59
28	713	8.39
29	714	11.07
30	715	20.61
31	720	3.71
32	721	3.33
33	723	16.32
34	783	0.18



35	784	3.19
36	785	31.79
37	786	15.69
38	787	8.74
39	788	33.46
40	789	23.73
41	790	10.91
42	791	6.57
43	792	0.73
44	795	3.68
45	803	7.72
46	815	5.69
47	816	35.59
48	818	11.62
49	825	6.50
50	826	6.07
51	904	12.90
52	905	11.84
53	906	6.54
54	907	42.23
55	908	21.45
56	909	4.61
57	910	2.00
58	913	0.00
59	914	0.00
60	917	0.50
61	923	0.00
62	933	5.18
63	935	16.83
64	936	17.82
65	937	13.37
66	938	1.22
67	939	0.00
68	944	0.00
69	945	3.29
70	994	0.00
71	995	0.00
72	996	7.92
73	1001	25.25
74	1005	11.72
75	1006	10.31
76	1007	6.67
77	1008	0.42
78	1010	10.31

79	1016	61.38
80	1107	20.10
81	1109	12.60
82	1110	0.84
83	1111	0.00
84	1115	3.75
85	1117	7.92
86	1118	9.64
87	1119	16.25
88	1120	27.76
89	1121	20.75
90	1126	4.70
91	1127	0.84
92	1128	19.96
93	1129	97.39
94	1131	0.00
95	1137	4.87
96	1145	0.00
97	1146	12.94
98	1147	19.45
99	1150	0.00
100	1125/1240	16.85

**"Part-VI"
(PLOT)**

ALL THAT the Plot No. _____ measuring about _____ Square Meter equivalent to _____ Cottahs, more or less, situated in R.S. & L.R. *Dag* No. _____, recorded in L.R. *Khatian* No. _____ (contained in several *Dag* Nos. more particularly articulated in the chart below), at Mouza _____, J.L. No. _____, Police Station _____, Post Office _____, District _____, PIN _____, West Bengal, in the _____ as permissible under the applicable law, and butted and bounded as follows:

East: _____
West: _____
North: _____
South: _____

Mouza	L.R. <i>Dag</i> No(s).	L.R. <i>Khatian</i> No(s).	Land (Decimal)



**"SCHEDULE-B"
(PLAN OF THE PLOT)**

Plot No. _____ is shown in 'RED' border on "Annexure-C" annexed hereto also showing the dotted line for set-backs of the building to be constructed thereon.

**"SCHEDULE-C"
(PAYMENT PLAN)**

<u>Particulars</u>	<u>Amount / Percentage of Total Price</u>
Booking Amount Part -I (On Application)	Rs. 2,00,000.00
Booking Amount Final	10% (Less Booking Amount Part-I)
Within 45 days of Agreement	10%
On Plot demarcation	20%
On Completion of Water Supply connection from the source till the Plot	20%
On Completion of Approach Road upto the Plot from any one access point of Township entry	20%
On Completion of Drainage connection from the Plot to Internal Main drainage line	15%
On or before handover/possession	5% (plus other charges/deposits as mentioned in paragraph 1.2)

**"SCHEDULE-D"
"PART-I"
(COMMON AREAS)**

The Project is a plotted development, and therefore, save and except the individual plots there are no dedicated common areas in the Project.

**"Part-II"
(SHARED COMMON FACILITIES / TOWNSHIP LEVEL COMMON FACILITIES)**

1. Arterial road(s) and driveways;
2. Water supply network within the Township with borewell;
3. Electric cable network within the Township with necessary substation & transformer(s);
4. Storm water drainage network within the Township;
5. Sewerage network within the Township with necessary Sewerage Treatment Plant(s);
6. Garbage Compactor for solid waste management;
7. Street Lighting.

"SCHEDULE-E"
"PART-I"
(SPECIFICATIONS, AMENITIES AND FACILITIES WHICH ARE PART OF THE PLOT)

SL. NO.	PARTICULARS
1	Plot demarcation
2	Electricity connection up to the Plot
3	Water supply connection up to the Plot
4	Storm water and sewage drainage connection from the Plot

"Part-II"
(SPECIFICATIONS AMENITIES AND FACILITIES WHICH ARE PART OF THE PROJECT)

SL. NO.	PARTICULARS
1	Internal driveways and access roads inside the Project which is part of the Township road network
2	Water supply line inside the Project which is part of the Township water supply network
3	Electric cable routing inside the Project which is part of the Township electric supply network
4	Storm water drainage route inside the Project which is part of the Township storm water drainage network
5	Sewage network inside the Project which is part of the Township sewage network
6	Street-lights
7	Developed Green Area(s), if any, within the Project

"SCHEDULE-F"
(DISCLOSURES ON ENCUMBRANCES)

SL. NO.	PARTICULARS
1	The Total Land together with all buildings structures thereon to be erected or constructed thereon is mortgaged in favor of Vistra ITCL (India) Limited for security of project finance obtained from HDFC Capital Affordable Real Estate Fund – 2, Category II Alternative Investment Fund.
2	T.S. 153/ 2018 is pending before the 1st Court of Civil Judge (Junior division) at Barasat.



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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
For OWNERS:**

(Authorized Signatory)

Name:

Address:

Please affix
Photographs
& sign across
the
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
For EXISTING DEVELOPER 1:**

(Authorized Signatory)

Name:

Address:

Please affix
Photographs
& sign across
the
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
For EXISTING DEVELOPER 2:**

(Authorized Signatory)

Name:

Address:

Please affix
Photographs
& sign across
the
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
For NEW DEVELOPER/PROMOTER:**

(Authorized Signatory)

Name:

Address:

Please affix
Photographs
& sign across
the
photograph



**SIGNED AND DELIVERED BY THE WITHIN NAMED:
ALLOTTEE:**

1. Signature _____
Name _____
Address _____

Please affix
Photographs
& sign across
the
photograph

2. Signature _____
Name _____
Address _____

Please affix
Photographs
& sign across
the
photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

Drafted and prepared by:

Samar Chaudhry