

## AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") executed on this [•] day of [•], 2019

### BETWEEN

1. Akhandjyoti Realcon LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAG-7055, and Income Tax PAN No. ABFFA4864J, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO.
2. Akhandjyoti Real Estates LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAG-7053, and Income Tax PAN No. ABFFA4865K, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO
3. Amritlaxmi Vincom Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U51909WB2010PTC150582, and Income Tax PAN No. AAICA5974A, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO
4. Arrowline Horticulture Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U01403WB2013PTC199095, and Income Tax PAN No. AAMCA2513R, having its registered office at 230/B, A.J.C. Bose Road, 3<sup>rd</sup> Floor, Kolkata - 700 020, Police Station Bhowanipur, Post Office A.J.C. Bose Road
5. Believer Estate Developer Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2015PTC208842, and Income Tax PAN No. AAGCB5315C, having its registered office at 16, Bipradas Chatterjee Lane, Shibpur, Howrah - 711 102, Police Station and Post Office Shibpur,
6. Bhagwati Awas Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70101WB2006PTC110987, and Income Tax PAN No. AADCB0246M, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO,
7. Bhavishya Textile Mills Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70100WB2012PTC185246, and Income Tax PAN No. AAFCB1531M, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO,

8. Blue Arrow Niketan Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2015PTC208073, and Income Tax PAN No. AAGCB4677B, having its registered office at 66, Jatindra Mohan Avenue, 1<sup>st</sup> Floor, Kolkata - 700 005, Police Station Shyampukur, Post Office Hatkhola,
9. Camellia Vintrade Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U52190WB2009PTC137163, and Income Tax PAN No. AADCC7844C, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO ,
10. Chandrani Vinimay Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U74900WB2009PTC135344, and Income Tax PAN No. AADCC7843F, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO,
11. Delightful Estate Developers LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAF-5823, and Income Tax PAN No. AAMFD0344A, having its registered office at "Hasting Chambers", 7C, Kiran Shankar Roy Road, 5th Floor, Room No. 5C, Kolkata 700001 , Police Station Hare Street , Post Office GPO,
12. Everblink Highrise Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2015PTC207520, and Income Tax PAN No. AAECE0301P, having its registered office at 16, Bipradas Chatterjee Lane, Shibpur, Howrah - 711 102, Police Station and Post Office Shibpur,
13. Everest Pratisthan Private Limited, a company existing under the provisions of the Companies Act 2013, having CIN U51909WB2009PTC137032, and Income Tax PAN No. AACCE2620D, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO,
14. Gauriputra Developers Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2015PTC208645, and Income Tax PAN No. AAGCG1941D, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO,
15. Gladstone Conclave Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2015PTC207521, and Income Tax PAN No.- AAGCG0762J, having its registered office at 66, Jatindra Mohan Avenue, 1<sup>st</sup> Floor, Kolkata - 700 005, Police Station Shyampukur, Post Office Hatkhola,
16. Glasseye Highrise Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2015PTC207522, and Income Tax PAN No. AAGCG0763K, having its registered office at 25, R. N. Mukherjee Road, Ground Floor, Kolkata - 700 001, Police Station Hare Street, Post Office R. N. Mukherjee,
17. Gloxinia Developers Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2015PTC207530, and Income Tax PAN No.- AAGCG0764Q, having its registered office at 230/B, A. J. C. Bose Road, 3<sup>rd</sup> Floor, Kolkata - 700 020, Police Station Bhowanipur, Post Office A.J.C. Bose Road,

18. Goodwill Dealcomm Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U51909WB2009PTC138805, and Income Tax PAN No. AADCG7065K, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO,
19. Graphic Constructions LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAF-5827, and Income Tax PAN No. AAPFG2662M, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO,
20. Hardsoft Constructions Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70109WB2012PTC185177, and Income Tax PAN No. AACCH9970R, having its registered office at CF - 131, Sector 1, Salt Lake City, Kolkata - 700 064, Police Station North Bidhannagar, Post Office Bidhannagar,
21. Jhilmil Agriculture Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U01403WB2013PTC199201, and Income Tax PAN No. AADCJ2351B, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO ,
22. Kalyankari Infrastructure Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2015PTC208647, and Income Tax PAN No. AAGCK0056K, having its registered office at CF - 131, Sector - 1, Salt Lake City, Kolkata - 700 064, Police Station North Bidhannagar, Post Office Bidhannagar,
23. Kheria Developers LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAD-7263, and Income Tax PAN No. AAPFK1451L, having its registered office at 16, Bipradas Chatterjee Lane, Shibpur, Howrah - 711 102, Police Station and Post Office Shibpur
24. Kheria Realty LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAD-7264, and Income Tax PAN No. AAPFK1490D, having its registered office at 16, Bipradas Chatterjee Lane, Shibpur, Howrah - 711 102, Police Station and Post Office Shibpur
25. Lakshmi Group Realty Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70109WB2016PTC215513, and Income Tax PAN No. AADCL0529M, having its registered office at "Fortuna Tower", 23A, N. S. Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO
26. Lakshmi Hospitality & Farms Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70100WB2016PTC215555, and Income Tax PAN No. AADCL0530A, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO
27. Lakshmi Procon Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70109WB2008PLC127179, and Income Tax PAN No. AABCL4891L, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO

28. Lakshmi Realty Projects Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2009PTC137826, and Income Tax PAN No. AABCL6475G, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO
29. Lakshmi Steel Industries Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U27310WB2007PTC116932, and Income Tax PAN No. AABCL3353K, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO
30. Lakshmi Transtel Tower Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U29253WB2008PLC127444, and Income Tax PAN No. AABCL4955F, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO
31. Lifewood Developers Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70109WB2012PTC185122, and Income Tax PAN No. AACCL3285H, having its registered office at CF - 131, Salt Lake City, Sector – 1, Kolkata - 700 064, Police Station North Bidhannagar, Post Office Bidhannagar
32. Lifewood Horticulture Private Limited, a company existing under the provisions of the Companies Act 2013, having CIN U01400WB2013PTC193067, and Income Tax PAN No. AACCL4766D, having its registered office at CF - 131, Sector - 1, Salt Lake City, Kolkata - 700 064, Police Station North Bidhannagar, Post Office Bidhannagar
33. Lifewood Infrastructure LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAC-8519, and Income Tax PAN No. AAFFL4859F, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO
34. Lifewood Nirman LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAC-8520, and Income Tax PAN No. AAFFL4807M, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO
35. Moonlight Agriculture Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U01403WB2013PTC199094, and Income Tax PAN No. AAICM9800H, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO
36. Moonlight Horticulture Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U01403WB2013PTC199096, and Income Tax PAN No. AAICM9799D, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO
37. Nachiket Developers Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2013PTC191162, and Income Tax PAN No. AAECN2724P, having its registered office at 36A, Sahitya Parishad Street, Triveni Apartments, Kolkata - 700 006, Police Station Burtolla, Post Office Beadon Street

38. Nightangle Dealtrade Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U51909WB2010PTC153487, and Income Tax PAN No. AACDN4307P, having its registered office at 36A, Sahitya Parisad Street, Triveni Apartments, Kolkata - 700 006, Police Station Burtolla, Post Office Beadon Street
39. Orient Dealmark Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U51909WB2010PTC153767, and Income Tax PAN No. AABCO3717A, having its registered office at P-31/A, Kalakar Street, Kolkata - 700 007, Police Station Burrabazar, Post Office Kalakar Street
40. Palanhar Projects Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2013PTC192943, and Income Tax PAN No. AAHCP1387P, having its registered office at CF - 131, Sector-1, Salt Lake City, Kolkata - 700 064, Police Station North Bidhannagar, Post Office Bidhannagar
41. Paraag Builders Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2014PTC203556, and Income Tax PAN No. AAHCP8617Q, having its registered office at 25, R. N. Mukherjee Road, Kolkata - 700 001, Police Station Hare Street, Post Office R. N. Mukherjee,
42. Parampita Nirman Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2013PTC192941, and Income Tax PAN No. AAHCP1385R, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO
43. Plentyvalley Highrise Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2015PTC207523, and Income Tax PAN No. AAICP2356H, having its registered office at 25, R. N. Mukherjee Road, Ground Floor, Kolkata - 700 001, Police Station Hare Street, Post Office R. N. Mukherjee
44. Prarthana Infracon LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAC-8537, and Income Tax PAN No. AAQFP4581R, having its registered office at 39/40, Hara Prasad Shastri Sarani, Block H, New Alipore, Kolkata - 700 053, Police Station and Post Office New Alipore
45. Purnasatya Developers Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70109WB2011PTC162573, and Income Tax PAN No. AAGCP0056Q, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO
46. Ramadhuta Properties Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2015PTC207517, and Income Tax PAN No. AAHCR4162L, having its registered office at 14E/2/1A, Naktala Road, 2<sup>nd</sup> Floor, Kolkata - 700 047, Police Station Jadavpur, Post Office Naktala,
47. Rambhakt Buildcon LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAH-2032, and Income Tax Pan No. AAUFR4930J, having its registered office at 66, Jatindra Mohan Avenue, 1<sup>st</sup> Floor, Kolkata - 700 005, Police Station Shyampukur, Post Office Hatkhola,

48. Rashdhara Realestates Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2015PTC208648, and Income Tax PAN No. AAHCR5450P, having its registered office at "Fortuna Tower", 23A, N. S. Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO
49. Retrodesign Constructions LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAF-5828, and Income Tax PAN No. AATFR5729C, having its registered office at 26, Belvedere Road, 1<sup>st</sup> Floor, Alipore, Kolkata - 700027, Police Station Alipore, Post Office Alipore
50. Risewell Estates Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70109WB2012PTC184585, and Income Tax PAN No. AAGCR0023B, having its registered office at 16A, Shakespeare Sarani, Kolkata - 700 071, Police Station and Post Office Shakespeare Sarani
51. Santainath Real Estate LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAD-7268, and Income Tax PAN No. ACUFS0024N, having its registered office at 66, Jatindra Mohan Avenue, 1<sup>st</sup> Floor, Kolkata - 700 005, Police Station Shyampukur, Post Office Hatkhola
52. Sarvavarna Promoters LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAD-7261, and Income Tax PAN No. ACTFS9333H, having its registered office at 16, Bipradas Chatterjee Lane, Shibpur, Howrah - 711 102, Police Station and Post Office Shibpur,
53. Satyam Vanijya Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U51109WB2006PTC108764, and Income Tax PAN No. AAJCS9072N, having its registered office at 14, N. S. Road, 4<sup>th</sup> floor, Kolkata - 700 001, Police Station Hare Street, Post Office GPO
54. Shivangan Agriculture Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U01403WB2013PTC192988, and Income Tax PAN No. AATCS0118F, having its registered office at CF - 131, Sector - 1, Salt Lake City, Kolkata - 700 064, Police Station North Bidhannagar, Post Office Bidhannagar
55. Shivangan Properties Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U45400WB2006PTC107497, and Income Tax PAN No. AAKCS6636B, having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO
56. Shivmani Conclave Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2015PTC207518, and Income Tax PAN No. AAWCS0836R, having its registered office at 14E/2/1A, Naktala Road, 2<sup>nd</sup> Floor, Kolkata - 700 047, Police Station Jadavpur, Post Office Naktala,
57. Snowball Infraplaza Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2015PTC207531, and Income Tax PAN No. AAWCS0838B, having its registered office at "Fortuna Tower", 23A, N. S. Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO

58. Solty Dealer Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U51101WB2010PTC151976, and Income Tax PAN No. AAOC6837J having its registered office at "Fortuna Tower", 23A, Netaji Subhas Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO
59. Standard Commosales Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U51909WB2010PTC155994, and Income Tax PAN No. AAPCS0970F, having its registered office at 16, Bipro Das Chatterjee Lane, Shibpur, Howrah - 711 102, Police Station and Post Office Shibpur
60. Subhdhan Commodeal Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U51909WB2010PTC150570, and Income Tax PAN No. AAOC64252M, having its registered office at "Fortuna Tower", 23A, N. S. Road, 1<sup>st</sup> Floor, Room No. 10, Kolkata - 700 001, Police Station Hare Street, Post Office GPO
61. Subhshiv Developers Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2015PTC208649, and Income Tax PAN No. AAWCS4712N, having its registered office at 14E/2/1A, Naktala Road, 2<sup>nd</sup> Floor, Kolkata - 700 047, Police Station Jadavpur, Post Office Naktala,
62. Suntown Constructions LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAD-7372, and Income Tax PAN No. ACUFS0025P, having its registered office at 66, Jatindra Mohan Avenue, 1<sup>st</sup> Floor, Kolkata - 700 005, Police Station Shyampukur, Post Office Hatkhola
63. Suntown Projects LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAD-7267, and Income Tax PAN No. ACUFS0023M, having its registered office at "Hasting Chambers", 7C, Kiran Shankar Roy Road, 5th Floor, Room No. 5C, Kolkata 700001 Police Station Hare Street, Post Office GPO,
64. Thakdari Developers LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAD-7260, and Income Tax PAN No. AAKFT0592J, having its registered office at 66, Jatindra Mohan Avenue, 1<sup>st</sup> Floor, Kolkata - 700 005, Police Station Shyampukur, Post Office Hatkhola
65. Thakdari Real Estate LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAD-7269, and Income Tax PAN No. AAKFT0656K, having its registered office at 16, Biprodas Chatterjee Lane, Shibpur, Howrah - 711 102, Police Station and Post Office Shibpur
66. Upfront Builders Private Limited, a company existing under the provisions of the Companies Act, 2013, having CIN U70102WB2015PTC208865, and Income Tax PAN No. AABCU8825F, having its registered office at 66, Jatindra Mohan Avenue, 1<sup>st</sup> Floor, Kolkata - 700 005, Police Station Shyampukur, Post Office Hatkhola,
67. Vedini Infracon LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having LLPIN AAD-7262, and Income Tax PAN No. AAMFV5322N, having its registered office at "Hasting Chambers", 7C, Kiran Shankar Roy Road, 5th Floor, Room No. 5C, Kolkata 700001 Police Station Hare Street, Post Office GPO

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



78. GLASSEYE INFRAPLAZA PRIVATE LIMITED, a company incorporated under the companies Act 1956 as extended by the Companies Act 2013, having CIN *U70102WB2015PTC207821*, having PAN No. AAGCG1056M, having its registered office at 47A, Zakaria Street, Kolkata - 700 073, Post Office - Chittaranjan Avenue and Police Station - Lala Lajpat Rai Sarani,
  79. PETUNIA NIRMAN LLP, a Limited Liability Partnership, having Registration Number AAM – 9252 and having PAN No. AAWFP1499A having its office at 202, Sunny Corner, 2nd Floor, 22 Sarat Bose Road, Kolkata-700020, Post Office - AJC Bose Road and Police Station - Ballygunge
  80. PLENTYVALLEY PROPERTIES PRIVATE LIMITED, a company incorporated under the companies Act 1956 as extended by the Companies Act 2013, having CIN *U70102WB2015PTC207832*, having PAN No. AAICP2693M, having its registered office at 4A, Syed Sally Street, 2<sup>nd</sup> Floor, Room No. 13, 14, 15, 16, 17, 18 & 19, Kolkata – 700073, Post Office - Chittaranjan Avenue and Police Station - Jora Sanko,
  81. SANTAINATH INFRA PROJECTS LLP, a Limited Liability Partnership, having Registration Number AAD-7371 and having PAN No. ACTFS9334A, having its registered office at 47A, Zakaria Street, Kolkata 700073, Post Office Chittaranjan Avenue and Police Station Lalarajpat Rai Sarani,
  82. BLUE LIGHT VILLA PRIVATE LIMITED, a company incorporated under the companies Act, 1956 as extended by the Companies Act 2013, having CIN *U70102WB2015PTC207831*, having PAN No. AAGCB4260Q, having its registered office at 19, Synagogue Street, City Centre, 2nd Floor, Room No. – 251, Kolkata-700001 , Post Office Khangrapatti and Police Station Burrabazar
  83. LILY NIWAS PRIVATE LIMITED, a company incorporated under the companies Act 1956 as extended by the Companies Act 2013, having CIN *U45208WB2009PTC137660*, having PAN No. AABCL7156N, having its registered office at, 19, Synagogue Street, City Centre, 2nd Floor, Room No. – 251, Kolkata-700001 , Post Office Khangrapatti and Police Station Burrabazar
  84. SHIVMANI PROMOTERS PRIVATE LIMITED, a company incorporated under the companies Act 1956 as extended by the Companies Act 2013, having CIN *U70102WB2015PTC208122*, having PAN No. AAWCS3134J, having its registered office at, 19, Synagogue Street, City Centre, 2nd Floor, Room No. – 251, Kolkata-700001 , Post Office Khangrapatti and Police Station Burrabazar
  85. MR. SANJAY KUMAR JAIN, son of Late Ratanlal Jain, residing at 1, Crooked Lane, First Floor, Kolkata – 700 069 Police Station Hare Street, Post Office Dharmatalla, and having Income Tax PAN No. AEFPJ2439F
- &
86. MRS. SUMAN JAIN, wife of Sanjay Jain, residing at 2/1A, Justice Dwarka Nath Road, Kolkata – 700 020, Police Station Bhawanipore, Post Office Elgin Road and having Income Tax PAN No. ACQPJ1880K

represented by its Constituted Attorney PS GROUP REALTY PRIVATE LIMITED [Income Tax PAN AABCP5390E], a company existing under the provisions of the Companies Act, 2013, having its

registered office at 1002 E.M.Bye Pass, Kolkata - 700 105, Police Station Pragati Maidan Post Office Dhapa, ,acting through its authorized representative MR. RADHESHYAM PANCHARIA [Income Tax PAN AEQPP5365K] [MOBILE NO. 98362 -99925], son of Sri Bhanwarlal Pancharia, residing at 1/11, Arbinda Nagar. Post office – Bijoygarh, Police Station – Jadavpur, Kolkata – 700 032 appointed by the Owners by Power of Attorney hereinafter collectively referred to as “the said Owners” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include in case of individuals his/her heirs, executors, administrators, successors, representatives and/or assigns, in case of a Limited Liability Partnership firm shall include its partners and their heirs, executors, administrators, successors, representatives and/or assigns and in case of companies successors-in-interest and assigns) of the FIRST PART

AND

PS GROUP REALTY PVT. LTD. (CIN U65922WB1988PTC044915), a company incorporated under the Companies Act, 1956 having its Registered Office at No. 1002, E M Bypass, Police Station – Pragati Maidan, Post office - Dhapa, Kolkata-700 105 having (PAN AABCP5390E), acting through its authorized representative MR. RADHESHYAM PANCHARIA [Income Tax PAN AEQPP5365K] [MOBILE NO. 98362 -99925], son of Sri Bhanwarlal Pancharia, residing at 1/11, Arbinda Nagar. Post office – Bijoygarh, Police Station – Jadavpur, Kolkata – 700 032, pursuant to a Board resolution dated 28/01/2019 hereinafter referred to as the “PROMOTER” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its nominees, successors-in-interest and permitted assigns) of the SECOND PART

AND

Mr./Ms. [•],(PAN No.[•] [Mobile No. \_\_\_\_\_], son/daughter of [•], residing at \_\_\_\_\_, Police Station - \_\_\_\_\_, Post Office - \_\_\_\_\_, hereinafter referred to as the “ALLOTTEE” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors, representatives and/or assigns) of the THIRD PART:

The Owners, Promoter and Allottee shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

#### DEFINITIONS:

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

#### A. Definitions

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

“Act” means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017), as amended and/or substituted;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;

"Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;

"Section" means a section of the Act; and

"Unit" shall mean each unit of occupancy in the Phase 1 Project, being a Flat and the expression "units" shall be construed accordingly

**WHEREAS:**

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

No. 145, RS No. 216, under Bidhannagar municipal Corporation, Being Municipal Ward No. 27, P.S. New Town, District – North 24 Parganas, West Bengal (hereinafter referred to as “the Project Land, fully described in Part-I of the First Schedule”).

- B. The Owners and the Promoter have entered into various development agreements in respect of lands forming part of the Project Land for development of Real Estate project, the details of which are as follows:

Owners	Book No.	CD Volume No.	Pages	Being No	Year	Registration Office
Akhandjyoti Realcon LLP & 70 ors.	I	1904-2018	36024 to 36259	190400799	2018	Additional Registrar of Assurance - IV, Kolkata
Sanjay Kumar Jain & Anr.	I	1523-2018	84127 to 84205	152302348	2018	Additional District Sub - Registrar, Rajarhat
Fairblink Infraproject Pvt. Ltd. & 6 Ors.	I	1523-2018	84223 to 84330	152302349	2018	Additional District Sub - Registrar, Rajarhat
Blue Light Villa Pvt. Ltd. & 2 Ors.	I	1523-2018	235838 to 235916	152306988	2018	Additional District Sub - Registrar, Rajarhat
Petunia Enclave Pvt. Ltd. & 2 Ors.	I	1523-2018	235917 to 235996	152306987	2018	Additional District Sub - Registrar, Rajarhat

(hereinafter collectively referred to as “the Development Agreements”)

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

- C. The Owners and the Promoter with an intention and for the purpose of development of an integrated housing project on the Project Land named as “ONE 10”, comprising residential apartments, other spaces and common areas intended to be constructed in two or more phases (“Project”).
- D. The particulars of the title of the Owners to the Project Land are fully described in Part – III of the First Schedule hereto (hereinafter referred to as “the Devolution of Title”).
- E. The Owner No. 6 (herein) being Bhagwati Awas Private Limited has acquired the leasehold rights from West Bengal Housing Infrastructure Development Corporation Ltd., by and under a Deed of Lease dated 30<sup>th</sup> May, 2016 registered with the Additional Registrar of Assurances IV, Kolkata in Book No. I, Volume No. 1904-2016, Pages 190445 to 190479, Being No.

190405216 for the year 2016, of ALL THAT land admeasuring 406.07 sq. mts. more or less situate, lying at being Plot No. AA/1D/OP-43, Premises No. OP-43, Action Area 1D, New Town, Police Station: New Town, Mouza Thakdari, District North 24 Parganas (hereinafter referred to as "HIDCO LAND A") and ALL THAT land measuring 1470.43 sq. m. more or less, situate lying at and being Plot No. DA/138/1, Premises No. 11/1-0276, Action Area 1, New Town, Police Station: New Town, Mouza Thakdari, District North 24 Parganas (hereinafter referred to as "HIDCO LAND B"); HIDCO LAND A and HIDCO LAND B are collectively hereinafter referred to as "the HIDCO Land" for a period of 99 (ninety nine) years commencing on and from 30<sup>th</sup> May, 2016 for the commercial use under principal use "Mercantile (Retail) — Assembly" & 'Access & Service Facility". By and under two letters dated 29<sup>th</sup> June 2016 and 29<sup>th</sup> September, 2016 from West Bengal Housing Infrastructure Development Corporation Ltd., the Owner No. 6 became entitled to use HIDCO LAND for access & service facility as well.

- F. The Project has various other access road and/or pathway to the Project. However for the beneficial use of all the Allottes and welfare of the Project, the said Owner No. 6 has agreed to grant the right of use for the residual lease period of a portion of the HIDCO Land measuring 304.36 sq. mts (HIDCO Access Land) which has been demarcated for the purpose of being used as access road and/or road, path etc. for egress and ingress to the Project.
- G. The Promoter has caused a plan to be sanctioned by the concerned authorities vide Memo No. 03/18-19 dated 24.04.2018 and thereafter modified the sanctioned plan as Memo No. BMC/B & N/A/749 (1/32)R to (32/32)R dated 04.10.2018 ("Plan"), for construction of various phases having various towers on the Project Land, out of which the Promoter intends to commence at the first instance, construction and marketing of Phase I comprising of Tower Nos. 3, 4, 5, 6, 7, 8 & 9 are ground plus 20 floors each and a Ground plus six storied podium ("Phase 1") which will be the first phase of development of the Project on a portion of the Project Land ("Phase 1 Land"), more fully described in Part – II of the First Schedule hereto.
- H. The Promoter intends to take up construction and development of other Towers (the "Other Phases"), in due course in terms of the Plan however the Promoter is making endeavors to obtain Green Building Certification for the Project whereupon the Promoter may be entitled to extra and/or additional floor area ratio which may be made available and/or sanctioned in accordance with the building rules of the Bidhanagar Municipal Corporation and/or applicable laws (hereinafter referred to as the "ADDITIONAL FAR") and the Promoter proposes to construct another Tower No. 11 in other phases for utilizing the Additional FAR of the Project. The Owners and the Promoter have further decided that the aggregate FAR sanctioned for the entire Project need not be uniformly utilized in all the different projects / phases and the Promoter may vary the utilization of the sanctioned FAR from phase to phase without exceeding the total sanctioned FAR for the entire Project.
- I. The Owners and the Promoter are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Owners regarding the Project Land as well as the Phase 1 Land have been completed.
- J. The Promoter/owners has intimated the Bidhanagar Municipal Corporation vide their letter dated 11.10.2018\_regarding the commencement of the Project

- K. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and the apartment or buildings thereon, as the case may be, from the concerned authority save and except for an additional Tower No.11 in other phases, which shall be obtained as and when the Promoter obtains the Green Building Certification in respect of the Project. The Promoter agrees and undertakes that it shall not make any changes to these approved plans of Phase 1 except in strict compliance with Section 14 of the Act and other laws as applicable.
- L. The Promoter has registered the Phase 1 of the Project under the provisions of the Act with West Bengal Housing Industry Regulatory Authority at Kolkata on 5/11/2018 under Registration No. HIRA/P/NOR/2018/000136.
- M. The Allottee has applied for allotment of an apartment in the Project vide application No. [•] dated [•] and has been allotted Apartment No. [•] having carpet area of [•] square feet and Exclusive Balcony/Verandah/Open Terrace Area Or "EBVT Area", if any, having area of [ ] square feet aggregating to Net Area of [ ] square feet:

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

on the [•] floor in Tower No. [•], ("Building") along with [ ] ( ) Covered Podium car parking space in the \_\_\_\_\_Floor 'Garage' (not being a part of Common Area) being parking space No. [•] admeasuring 135 square feet, as permissible under applicable law (hereinafter collectively referred to as the "said Apartment") morefully mentioned in Part – I of the Second Schedule hereto to be developed in accordance with the Specifications as mentioned in Part – II of the Second Schedule hereto together with the right to enjoy the Common Areas, Amenities and Facilities of the Phase I and whole Project as and when they are constructed or made ready and fit for use (Project Common Areas, Amenities and Facilities), morefully mentioned in Third Schedule hereto.

- N. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Land and the plans, designs and specifications prepared by the Promoter's Architects MNC.ONE of 1516, Rajdanga Main Road, Kolkata-700 107 and of such other documents as are specified under the Act.
- O. The Allottee has been made expressly aware and after considering what has been disclosed to the Allottee by the Promoter and the Owners, the Allottee has, after taking independent legal advice in respect thereof, agreed that his right to enjoy the Project Common Areas, Amenities and Facilities shall always be subject to a permanent right of easement use and access of the Owners and Promoter, their men, and agents, the owners and occupants of apartments of the Other Phases with whom such common areas, amenities and facilities of

the Project will be shared. The Allottee has also been made aware and agrees that the Promoter and the owners and occupiers of apartments of the other Phases shall also be entitled to the Project Land and all benefits arising therefrom including the right to access of the other Phases through the roads paths and passages of Phase 1 comprised in the Project and/or through the Project Land.

- P. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- Q. It is hereby agreed that the application form shall be deemed to be a part of this Agreement.
- R. The parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.
- S. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- T. The Allottee has been made aware and has unconditionally agreed that the other owners and occupants of apartments of the other phases of the Project shall have complete and unhindered access to all Common Areas, Amenities and Facilities of the Project which are or may be meant or allowed by the Promoter for use and enjoyment by all such other third parties who shall be entitled to enjoy all such common amenities and facilities of the Project which are so intended by the Promoter for use of the occupants of other parts/phases of the entire Project (Common Areas, Amenities and Facilities of the Project).
- U. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owners and the Promoter hereby agree to transfer their right title and interest in the said Apartment together with right to use the Project Common Areas Amenities and Facilities (as and when ready) and the Allottee hereby agrees to purchase the said Apartment subject to the terms and conditions contained in all the recitals above. The pro-rata share in the Project Common Areas shall be conveyed to the Association of the allottees of the Project, which shall be formed upon obtaining the Completion Certificate in respect of all the phases of the Project.

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

- 1. TERMS:
  - 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment.



1.2.1 The Total Consideration of Apartment is Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) only ("Total Consideration of Apartment").

Apartment No._____ Type ____ BHK Floor _____	Rate of Apartment per square foot of carpet area : Rs._____/-
Cost of apartment	Rs._____/-
Cost of exclusive balcony or verandah areas	Rs._____/-
Cost of exclusive open terrace	Rs._____/-
Floor Escalation Charges if any	Rs._____/-
Cost of Car Park	Rs._____/-
Consideration for the Apartment	Rs._____/-

1.2.2 The Total Extras and deposits in respect of Apartment is Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_) only ("Total Extras and Deposits").

Extras and Deposits :	
Advance Maintenance Charges- This amount is payable against 12 months advance maintenance charges for the said Apartment	Rs._____/ -
Sinking Fund Deposit - This amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Promoter or the Association deem fit and proper.	Rs._____/ -
Transformer Charges & Electricity Charges- This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Promoter in making arrangement with WBSEDCL / any other electricity supply agency for providing and installing transformer at the said Project.  Provided the Allottee shall pay the Deposit to WBSEDCL / any other electricity supply agency directly on account of Individual Meter.	On Actuals
Legal and Documentation Charges	Rs._____/ -
Association Formation Charges	Rs._____/ -
Diesel Generator Power Backup- Generator charges for limited back up (Rs. 25,000/- per KVA)	Actuals On the basis of per KVA
Club Maintenance Deposit	Rs._____/ -
Club Development Charges	Rs._____/ -

VRV Air Conditioning Charges	Rs. _____/-
Property tax deposit- This amount is payable against proportionate share of Property Tax for the said Apartment for twelve months.	Rs. _____/-
Total Extras and Deposits (in Rupees)	Rs. _____/- + on actuals

1.2.3 The Total GST as per the present applicable rate opted by the Promoter in respect of Apartment is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) ("Total GST") however the Total GST does not include the GST payable on the extras and deposit computed on actuals. The Allottee undertake and confirm to pay GST on the extras and deposits payable on actuals as and when such amount is ascertained and duly intimated by the Promoter

Notes:

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

Explanation:

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

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

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within

the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- (iv) The Total consideration of Apartment, Total Taxes and the Total Extras and Deposits as mentioned in Clause 1.2.1, 1.2.2 and 1.2.3 includes recovery of price of land, cost of construction of not only the Apartment but also the Project Common Areas, Amenities and Facilities, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Apartment, lift, water line and plumbing, tiles, doors, windows, fire detection and firefighting equipment in the Project Common Areas, Amenities and Facilities, maintenance deposits and other charges as mentioned in clause 1.2.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
  - (v) TDS: If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee(s) on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.
- 1.3 The Total consideration of Apartment, Total Taxes and the Total Extras and Deposits as mentioned in Clause 1.2.1, 1.2.2 and 1.2.3 is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs/charges imposed by the competent authorities, the Promoter shall enclose details of the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments Provided That if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project (as extended) the same shall not be charged from the Allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in the Fourth Schedule hereto ("Payment Plan").
- 1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in Phase 1 described herein save and except as mentioned in Recital H (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the Apartment or building, as the case may be without the previous written consent of the Allottee as per provisions of the Act Provided That the Promoter may make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations in accordance with applicable laws.

- 1.6 The Allottee(s) agree(s) that he/they is/are aware that the Promoter is developing and/or proposing to develop in due course, the other phases of the Project, whose occupants will also use the Project Common Areas, Amenities and Facilities of the and installations thereat.
- 1.7 The rights of the Allottee is limited to ownership of the said Apartment and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- 1.8 The Allottee shall only have user rights in the Project Common Areas, Amenities and Facilities to the extent required for beneficial use and enjoyment of the said Apartment, which the Allottee hereby accepts and agrees that the Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Project Common Areas, Amenities and Facilities.
- 1.9 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The Total Consideration of Apartment, Total Tax and The Total Extras and Deposits as mentioned in clause 1.2.1, 1.2.2 and 1.2.3 payable for the Apartment shall be recalculated upon confirmation by the Promoter. If there is reduction more than 3% in the net area then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase more than 3% in the carpet area allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan, with annual interest at the rate prescribed in the Rules, from the date when such amount was due. All these monetary adjustments shall be made at the same rate per square foot as agreed in para 1.2.1 of this Agreement.
- 1.10 Subject to the terms herein, the Promoter agrees and acknowledges that the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment;
  - (ii) The Allottee shall also have right to use the Project Common Areas, Amenities and Facilities. It is clarified that the Promoter shall convey and hand over the Project Common Areas, Amenities and Facilities to the Association of Apartment Owners of the Project, to be formed after duly obtaining the completion certificate from the competent authority for all the phases of the Project.
  - (iii) The Allottee has the right to visit the project site to assess the extent of development of the said Phase and the Apartment, as the case may be, however with prior intimation to and permission from the Promoter.
- 1.11 It is made clear by the Promoter and the Allottee agrees that the Apartment along with ( ) (\_\_\_\_\_) Covered Podium car parking space in the \_\_\_\_\_ floor shall be treated as a single indivisible unit for all purposes. It is agreed that except for and subject to proposed sharing of infrastructure, common areas, facilities and amenities of Phase 1 and other Phases of the

Project and easement rights being granted therein to the owners and occupants of all Phases, Phase 1 is an independent, self-contained project covering the Phase Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure and use of the Common Areas, Amenities and Facilities of all phases for the benefit of all the allottees of all the Phases. It is clarified that all the Common Areas, Amenities and Facilities of the Project shall be available only for use and enjoyment of the allottees of the said Phase along with the allottees of the other Phases.

- 1.12 The Promoter may undertake development of any adjacent land to the said Project Land for construction of another Project however the project on the adjacent land shall share the infrastructure of the said Project on the Project Land and the Allottees agrees not to raise any object in this regard.
- 1.13 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the allottees, which it has collected from the allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.14 On or before the Effective Date the Allottee has paid the Booking Amount of Rs. [ ] (Rupees [ ] only). The Booking Amount forms part of the Total Consideration of Apartment, Total Tax as mentioned in clause 1.2.1 and 1.2.3 and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

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

## 2. MODE OF PAYMENT:

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided shall be in terms of or in accordance with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the said Phase and the Phase Common Areas, Amenities and Facilities, as disclosed, and towards handing over the Apartment to the Allottee. The Project Common Areas, Amenities and Facilities shall be completed only upon completion of the whole Project and the Phase Common Areas, Amenities and Facilities shall be completed by the Promoter before handing over of possession of the Apartment to the Allottee.

6. CONSTRUCTION OF THE PROJECT/ PHASE/APARTMENT:

The Allottee has seen and accepted the proposed layout plan of the Apartment and also the floor plan as also shown in Annexure-A to the Agreement, specifications, amenities and facilities of the Apartment/Project as mentioned in the SECOND SCHEDULE and the

THIRD SCHEDULE hereto which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the said Phase in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by such authorities and shall not have an option to make any variation/alteration/modification in such plans save and except for other phases of the project and other than in the manner provided under applicable laws and this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

- 7.1 Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete Phase I Common Areas, Amenities and Facilities with all specifications, amenities and facilities of the said Phase of the Project in place on 30<sup>th</sup> April 2023 unless there is delay or failure due to Force Majeure. If however, the completion of the said Phase I of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the said Phase of the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allotment within 45 (forty five) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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

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

- 7.2 Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) from the competent authority shall within a maximum period of fifteen days from such date (the “NOTICE OF POSSESSION”) offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement by sending the notice of such offer by speed

post/e-mail calling upon the Allottee to take possession of the Apartment within a maximum of forty five days from the date of receipt of the said Notice Of Possession by the Allottee (the "POSSESSION DATE") Provided that the conveyance deed of the Apartment in favour of the Allottee shall be executed and registered by the Promoter (subject, however, to the Allottee making all payments as mentioned in the FOURTH SCHEDULE hereto and taking possession of the Apartment in terms of the Notice Of Possession and making payment of the stamp duty, registration charges and legal charges & expenses to the Promoter as per requisition of the Promoter) within three months from the date of issue of occupancy certificate (or such other certificate by whatever name called issued by the competent authority) as provided by the relevant laws in West Bengal. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the Phase 1 of the Project. The Promoter shall hand over a copy of the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) of the Project/Apartment, as the case may be, to the Allottee at the time of conveyance of the Apartment in favour of the Allottee.

- 7.3 Failure of Allottee to take possession of Apartment – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 in the Possession Notice such Allottee shall be liable to pay maintenance charges as specified in para 7.2 from such date as notified in the Possession Notice (Deemed Possession) and also pay demurrage charges to the Promoter at the rate of Rs. 5,000/- (Rupees Five Thousand) only per month or part thereof from the expiry of the time mentioned in the possession letter till such time the Allottee (s) takes the possession of the apartment.
- 7.4 Possession by the Allottee – After obtaining the occupancy/completion certificate of the entire Project, and handing over physical possession of the Apartment to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, as per the local laws.

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

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



Provided that subject to clause 7.5(ii) below, where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Allottee shall serve a 12 (twelve) months' notice in writing on the Promoter and on the expiry of the said period the allotment shall stand cancelled and the Promoter herein shall be entitled to forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall, subject to clause 7.5(iii) below, be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation.

- (ii) Where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter then in such event the Allottee shall be entitled to exercise such right of termination only if on the date when the Allottee so expresses his intent to terminate this Agreement, the Total Consideration of Apartment then prevailing for transfer of an Apartment in the Project is not less than the Total Consideration of Apartment 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.
- (iii) It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.
- (iv) Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Promoter shall have the right to re-allot the Apartment to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated.

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

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

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

- (i) The Owners have absolute, clear and marketable title with respect to the Project Land and the Phase Land and the Promoter has the requisite rights to carry out development upon the Project Land and Phase Land and has absolute, actual, physical and legal possession of the Project Land and the Phase Land for the said Phase of the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Phase of the Project;

- (iii) There are no encumbrances upon the said Project Land, and/or the Project
- (iv) It is also made known to the Allottee that the Promoter has taken or intends to take a loan from bank(s)/financial institution(s) against security of the Said Project Land and the construction having already been made and/or being made. The Promoter shall cause the said bank(s)/financial institution(s), if necessary, to issue no objection letter in favour of the Allottee to enable the Allottee to take loan from any bank or financial institution for financing the purchase of the Apartment and the Promoter further undertake that the Promoter shall cause the said bank(s)/financial institution(s) to release the Apartment from the mortgage created by the Promoter on or before the Promoter executing the deed of conveyance of the Apartment in favour of the Allottee and the Allottee will get the title of the Apartment free from all encumbrances;
- (v) There are no litigations pending before any court of law or authority with respect to the said Project Land/Project or the Apartment;
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the said Phase I of the Project, Project Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, buildings and apartment and the Common Areas;
- (vii) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected;
- (viii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the said Phase and the said Apartment which will, in any manner, affect the rights of the Allottee under this Agreement;
- (ix) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (x) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas, Amenities and Facilities of the Project to the Association of allottees or the competent authority, as the case may be, after the completion of the entire Project.
- (xi) The said Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Apartment;
- (xii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Phase I to the competent authorities till the completion certificate of the Phase has been issued and possession of apartment or building, as the case may be, along with phase I common areas

(equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of allottees or the competent authority, as the case may be.

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

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Except for occurrence of a Force Majeure event, the Promoter shall be considered under a condition of default ("Default"), in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate and/or completion certificate and/or certificate in any name, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund, subject to the second proviso below, the entire money paid by the Allottee under any head whatsoever towards the sale of the Apartment, along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice:

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

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be

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

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 any of the payments within the due dates as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules. The parties agree and acknowledge that in addition to the interest, in case of every second instance of delayed payment, the Allottee in all fairness shall be responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2% per instance of the delayed payment in the current financial year and shall be revised on 1<sup>st</sup> April of each year as per the rate of Reserve Bank of India's consumer price index)
- (ii) In case of default by Allottee under the condition listed above continues for a period beyond 1 (one) month after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall, subject to second proviso below, be returned by the Promoter to the Allottee within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. However may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation and this Agreement shall thereupon stand terminated:

Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

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

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

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

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

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

10. CONVEYANCE OF THE SAID APARTMENT:

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

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

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

The cost of such maintenance from the date of the Allottee taking over physical possession and/or from the Possession Date (as mentioned in 7.1 above) whichever is earlier, is payable by the Allottee for the Apartment proportionately as per the rates to be calculated on per square foot basis (of the carpet area of the Apartment) and/or in the manner as provided in this Agreement and/or as may be so decided by the Promoter and/or the association of allottees, as the case may be.

12. INTERIM MAINTENANCE PERIOD

- 12.1 During the interim maintenance period between obtaining of the completion certificate of Project and formation and operationalization of the Association the Promoter shall

through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas.

- 12.2. The Promoter shall endeavour that the committee responsible for the maintenance and operation of the Common Areas, Amenities and Facilities will be required to provide manpower for maintaining the Common Areas, Amenities and Facilities wherever required, and to collect maintenance charges and the user charges for the utilities being provided on "pay by use" basis, if any.
- 12.3 The maintenance and management of Common Areas, Amenities and Facilities by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMCs etc. It will also include safety and security of the Project such as fire detection and protection and management of general security and control of the Project.
- 12.4 The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and the Allottee shall be bound to follow the same.
- 12.5. After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

## 12.2 FORMATION OF ASSOCIATION

- 12.2.1 The Promoter shall, in accordance with Applicable Laws, call upon the respective apartment owners to form an association ("ASSOCIATION"), and it shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee hereby authorizes the Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee agrees to comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association..
- 12.2.3 Upon formation of the Association, the Promoter shall hand over the Common Areas, Amenities and Facilities together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "Handover Date"). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured / obtained / entered into by the Promoter and the Association shall be responsible for proper safety

and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and the Promoter shall upon such hand over stand automatically discharged of any liability and/or responsibility in respect thereof and the Allottee and the Association shall keep each of the Owners and the Promoter fully saved, harmless and indemnified in respect thereof.

- 12.2.5 The Allottee acknowledges and agrees to allow the Promoter to adjust any receivables and/ or dues towards Common Charges and Expenses from the Sinking Fund before the same is handed over to the Association. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Allottee hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.
- 12.2.7 The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Project by the Promoter or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Project.
- 12.2.8 The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the co-buyers and/or co-occupiers in the Project.
- 12.2.9 Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.
- 12.2.10 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.
- 12.2.11 It has been agreed by the parties that the Association(s) of all the Allottees of all the buildings in the Project as and when the Project is completed in its entirety shall own in common all common areas ,amenities and facilities of the Project together with all easement rights and appurtenances belonging thereto.

### 13. Resident's Club

- (a) The Promoter proposes to set up a club and/or a resident's activity centre for use of the Allottees in the Project (the "CLUB"). The Club will form part of the Common Areas of the Project and will be handed over to the Association in due course.

During the interim maintenance period, the Club shall be managed by the Promoter either by itself or through its nominee.

- (b) The Allottee shall be entitled to the facilities of a club within the Project ("Club") along with the co-buyers and/or co-occupiers of the Project. The operational costs/charges of the Club shall form part of the Common Charges and Expenses.
- (c) The Allottee understands and accepts that the Club may not get ready/operational for use at the time the possession of the Apartment is handed over to the Allottee. In case the Apartment is transferred by the Allottee, the membership of the Club will automatically stand transferred to the transferee of the Apartment and the transferor will automatically cease to be member/user of the Club.
- (d) Detailed terms and conditions of the Club membership, different charges and rules and regulations governing the usage of the Club will be formulated in due course by the Promoter and circulated to all the members and the same will be binding on all the members (including additional members). The Allottee agrees, undertakes and covenants to abide by such rules and regulations and make payment of all periodic subscriptions and other expenses relating thereto.

#### 14. DEFECT LIABILITY:

- 14.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

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

#### 15. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have the right of unrestricted access of all Common Areas, parking spaces for providing necessary



maintenance services and the Allottee agrees to permit the Promoter / association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

16. USAGE:

Use of basement and service areas:

The service areas, if any, as located within the Phase I, shall be earmarked for purposes such as parking spaces and services including but not limited to electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

17. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 17.1 Subject to para 14 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 17.2 The 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 facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 17.3 The Allottee shall plan and distribute his electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

19. ADDITIONAL CONSTRUCTIONS:

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

20. RAISING OF FINANCE BY ALLOTTEE

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

21. RAISING OF FINANCE BY PROMOTER

The Promoter shall have the right to raise finance and/or loan from any financial institution and/or bank and for that purpose create mortgage, charge on the Land and/or securitization of the receivables however the Promoter shall not mortgage or create a charge on the Apartment after execution of this Agreement and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

22. APARTMENT OWNERSHIP ACT:

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

23. BINDING EFFECT:

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

whichever is earlier. However may it be clarified that the balance amount shall be payable subject to the execution of the Deed of Cancellation.

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

24. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letters, correspondence, arrangements, whether written or oral, if any, between the parties in regard to the said Apartment, as the case may be.

25. RIGHT TO AMEND:

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

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

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

27. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

28. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s), the same shall be the proportion which the carpet area of the

Apartment bears to the total carpet area of all the Apartments in the Project and/or the Phase 1 Project as and when applicable.

30. FURTHER ASSURANCES:

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

31. PLACE OF EXECUTION:

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

32. NOTICES:

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

PS GROUP REALTY PVT. LTD. (Promoter name)

1002, E M Bypass, Kolkata – 700 105 (Promoter Address)

\_\_\_\_\_ Name of Allottee

\_\_\_\_\_ (Allottee Address)

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

33. JOINT ALLOTTEES:

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

34. SAVINGS:

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

35. GOVERNING LAW:

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

36. DISPUTE RESOLUTION:

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

37. COVENANTS:

37.1 Allottee's Covenants:

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

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

The Promoter had represented in all its advertisement, brochures and its offer to sale that the common area of the Project may comprise of Play School/Montessori/Day care/activity centre and Health Care Clinic and/or any other allied services and/or any other Commercial Services (hereinafter referred to as "the said Services"); exclusively for the benefit of the residents of the Project for a cost as determined by the operator (s) and the Purchaser having assured and consented to the Promoter on the aforesaid have proceeded with the booking of the said Unit. Such said Services shall be managed and operated through a third party, as appointed by the Promoter and such third party shall be liable to pay a percentage of market value as rent as decided by the Promoter, to the Association calculated on the carpet area as occupied for such services and such rent shall be enhanced every 5 years. The Promoter shall enter into necessary Agreements to this effect and the association on its formation shall be bound by the same. The Promoter shall have the option to change the Third party operator for which no consent of the Purchasers and/or the Association shall be required and this Deed itself shall be treated as a consent of the Purchasers. The Purchaser agrees, undertakes and covenants not to make or cause any objection interruption interference hindrance obstruction or impediment for any reason or in any manner whatsoever in this regard..

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

37.1.2 Allottee to mutate and pay rates & taxes:

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

37.1.3 Allottee to pay maintenance charge:

The Allottee shall pay maintenance charge on the basis of bills to be raised by the Promoter or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).

37.1.4 Charge/Lien:

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

37.1.5 No rights of or obstruction by Allottee:

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

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

36.1.6 Obligations of Allottee:

The Allottee shall:

(a) Co-operate in management and maintenance:

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

(b) Observing Rules:

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

(c) Paying Electricity Charges:

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

(d) Meter and Cabling:

Be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter/Association (upon formation).

(e) Residential Use:

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

(f) Maintenance of Apartment:

Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment, at the cost of the Allottee.

(g) Use of Common Toilets:

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

(h) Use of Spittoons / Dustbins:

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

(i) No Alteration:

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

(j) No Structural Alteration and Prohibited Installations:

Not alter, modify or in any manner change the structure or any civil construction in the said Apartment and the building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Promoter and/or the Association coming to know of any change made by the Allottee then the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment at the cost of the Allottee. In the event any change is made by the Allottee after the date of Deed of Conveyance, then also the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment to its original position at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.

(k) No Air Conditioning Without Permission:

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

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

(l) No Collapsible Gate:

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

(m) No Grills :

Not install any grill on the balcony verandah or windows



(n) No Sub-Division:

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

(o) No Change of Name:

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

(p) No Nuisance and Disturbance:

Not to use the said Apartment or the Common Areas or the parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

(q) No Storage:

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

(r) No Obstruction to Promoter/Association:

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

(s) No Obstruction of Common Areas:

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

(t) No Violating Rules:

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

(u) No Throwing Refuse:

Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.

(v) No Injurious Activities:

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

(w) No Storing Hazardous Articles:

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

(x) No Signage:

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

(y) No Floor Damage:

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

(z) No Installing Generator:

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

(aa) No Misuse of Water:

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

(bb) No Damage to Common Portions:

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

(cc) No Hanging Clothes:

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

(dd) No Smoking in Public Places:

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

(ee) No Plucking Flowers:

Not to pluck flowers or stems from the gardens.

(ff) No Littering:

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

(gg) No Trespassing:

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

(hh) No Overloading Lifts:

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

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

Not to use the lifts in case of fire.

(jj) No Covering of Common Portions:

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

(kk) To pay Goods & Service Tax:

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

(ll) To affix Nameplate:

To affix nameplate at the designated place only.

37.1.9 Notification regarding Letting/Transfer:

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

37.1.10 No Right in Other Areas:

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

37.2 Promoter's Covenants:

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

37.2.1 No Creation of Encumbrance:

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

38. General Covenants:

1. That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Project Land and the Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
2. That the Allottee shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his/her/its share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Apartment is situated;
3. That if the Allottee lets out or sells the Apartment, the Allottee shall immediately notify the Promoter or the Association, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number
4. That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment;

5. That the Allottee shall not use the Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
6. That the Allottee shall not keep in the garage, if any, anything other than cars or use the said garage or parking space for any purpose other than parking of cars or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
7. That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
8. That the Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;
9. That the Allottee agrees and acknowledges that the Promoter and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
10. That the Allottee shall remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
11. That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the Building or in the Apartment after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;
12. That the Allottee shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Project.
13. That the Allottee agrees that the swimming pool within the Project will be a facility for enjoyment of the owners of residential apartments including the Allottee and will be used as per the Rules and Regulations framed from time to time. The use of the swimming pool may be, if so decided, be subject to payment of usage charges as so applicable.

39. Nomination by Allottee with Consent:

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

(a) Allottee to Make Due Payments:

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

(b) Lock-in Period:

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

(c) Prior Written Permission and Tripartite Agreement:

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

(d) Nomination Fees:

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

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

40. Future Contingency and Covenant of Allottee:

The Allottee agrees that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter in view of applicable laws, rules and regulations. The Allottee agrees to render all cooperation to the Promoter in this regard as and when called upon by the Promoter without any claim demand demur or protest.

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

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

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

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

Witness:

1)

2)

FIRST SCHEDULE

PART I

(PROJECT LAND)

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

PART II

(PHASE 1 LAND)



ALL THAT piece and parcel of land containing an area of measuring about 21,159.533 sq. mt., having buildings and structures having dwelling units, passage, boundary walls etc. R.S. and L.R. Dag Nos. 1317, 1319, 1320, 1333, 1334, 1335, 1336 (PART), 1338 (PART), 1346/1478 (EARLIER 1346 (P)), 1347(PART), 1348(PART), 1349, 1350, 1351, 1352(PART), 1353/1479 (EARLIER 1353 (P)), 1354, 1355, 1356(PART), 1357, 1358 AND 1359 under L.R. Khatian Nos. 1665, 1686, 1709, 1710, 1711, 1712, 1713, 1759, 1760, 1761, 1775, 1866, 1897, 1899, 1900, 1908, 1909, 1939, 1956, 1957, 1960, 1961, 1985, 2002, 2017, 2131, 2132, 2133, 2134, 2135, 2136, 2138, 2139, 2142, 2143, 2144, 2171, 2174, 2200, 2201, 2202, 2229, 2230, 2232, 2233, 2245, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2301, 2303, 2305, 2306, 2307, 2326, 2340, 2341, 2342, 2345, 2361, 2369, 2378, 2432 and 2433, in Mouza – Thakdari, J.L. No. 19, Touzi No. 145, RS No. 216, under Bidhannagar municipal Corporation, Being Municipal Ward No. 27, P.S. New Town, District – North 24 Parganas, West Bengal.

**PART III**  
**(DEVOLUTION OF TITLE)**

Land situate at Mouza Thakdari, Police Station Rajarhat, Additional District Sub-Registrar, Bidhannagar, J.L. No. 19, R.S. 216, Touzi No. 145, District 24 Parganas (North)									
Sl. No	Owner	L.R. Dag No.	L. R. Khatian No.	Purchased Area (Decimals)	Total Area (Decimals)	Registry Office	Date Of Deed	Deed No.	Deeds Details
1.	Akhandjyoti Realcon LLP	1356	2307	0.2517	11.9723	Additional Registrar of Assurances ("A.R.A") - IV, Kolkata	12 <sup>th</sup> August, 2016	190407659/2016	Book No. I, CD Volume No. 1904 -2016, Pages 283611 to 283633
		1356		0.4374		A.R.A - IV, Kolkata	29 <sup>th</sup> September, 2016	190409366/2016	Book No. I, CD Volume No. 1904 -2016, Pages 346238 to 346266
		1356		0.2186		A.R.A - IV, Kolkata	5 <sup>th</sup> November, 2016	190410357/2016	Book No. I, CD Volume No. 1904 -2016, Pages 383481 to 383505
		1342		4.3380		A.R.A - IV, Kolkata	5 <sup>th</sup> November, 2016	190410362/2016	Book No. I, CD Volume No. 1904 -2016, Pages 383672 to 383697
		1346		6.7266		A.R.A - IV, Kolkata	5 <sup>th</sup> November, 2016	190410586/2016	Book No. I, CD Volume No. 1904 -2016, Pages 385320 to 385347
2.	Akhandjyoti Real Estates LLP	1342	2341	5.0000	10.6674	A.R.A - IV, Kolkata	5 <sup>th</sup> November, 2016	190410356/2016	Book No. I, CD Volume No. 1904 -2016, Pages 333345 to 333368
		1346		5.6674		A.R.A - IV, Kolkata	5 <sup>th</sup> November, 2016	190410700/2016	Book No. I, CD Volume No. 1904 -2016, Pages 390699 to 390725
3.	Amritlaxmi Vincom Private Limited	1338	1711	4.0000	10.3000	Additional District Sub-Registrar ("ADSR"), Bidhannagar	3 <sup>rd</sup> August, 2010	07907/2010	Book No. I, CD Volume No. 13, Pages 6890 to 6903
		1338		6.3000		ADSR, Bidhannagar	3 <sup>rd</sup> August, 2010	07920/2010	Book No. I, CD Volume No. 13, Pages 7120 to

									7134
4.	Arrowline Horticulture Private Limited	1347	1985	6.9700	10.2200	A.R.A - II, Kolkata	22 <sup>nd</sup> January, 2014	00944/2014	Book No. I, CD Volume No. 5, Pages 620 to 641
		1320		1.6250		ADSR, Rajarhat	28 <sup>th</sup> January, 2014	00840/2014	Book No. I, CD Volume No. 2, Pages 1533 to 1550
		1320		1.6250		ADSR, Rajarhat	14 <sup>th</sup> February, 2014	01591/2014	Book No. I, CD Volume No. 3, Pages 2714 to 2732
5.	Believer Estate Developer Private Limited	1338	2268	7.2080	11.2080	A.R.A - IV, Kolkata	9 <sup>th</sup> March, 2016	19042302/2016	Book No. I, CD Volume No. 1904 -2016, Pages 88330 to 88362
		1354		4.0000		A.R.A - IV, Kolkata	8 <sup>th</sup> August, 2016	190407478/2016	Book No. I, CD Volume No. 1904 -2016, Pages 277925 to 277948
6.	Bhagwati Awas Private Limited	1342	2342	5.0000	12.0000	A.R.A - IV, Kolkata	5 <sup>th</sup> November, 2016	190410390/2016	Book No. I, CD Volume No. 1904 -2016, Pages 383987 to 384013
		1342		5.0000		A.R.A - IV, Kolkata	5 <sup>th</sup> November, 2016	190410595/2016	Book No. I, CD Volume No. 1904 -2016, Pages 385348 to 385374
		1355		2.0000		A.R.A - IV, Kolkata	5 <sup>th</sup> November, 2016	190410591/2016	Book No. I, CD Volume No. 1904 -2016, Pages 385396 to 385422
7.	Bhavishya Textile Mills Private Limited	1347	2340	7.5350	11.7188	A.R.A - IV, Kolkata	30 <sup>th</sup> March, 2017	190402903/2017	Book No. I, CD Volume No. 1904 -2017, Pages 101804 to 101833
		1333		3.3498		A.R.A - IV, Kolkata	20 <sup>th</sup> April, 2017	190404017/2017	Book No. I, CD Volume No. 1904 -2017, Pages 142868 to 142900
		1334		0.8340					
8.	Blue Arrow Niketan Private Limited	1359	2262	10.1000	10.1000	A.R.A - IV, Kolkata	12 <sup>th</sup> February, 2016	190401567/2016	Book No. I, CD Volume No. 1904 -2016, Pages 57091 to 57123
9.	Camellia Vintrade Private Limited	1333	2202	1.0000	8.6660	A.R.A - II, Kolkata	24 <sup>th</sup> August, 2015	190209234/2015	Book No. I, CD Volume No. 1902 -2015, Pages 116378 to 116404
		1334		1.6666			24 <sup>th</sup> August, 2015	190209237/2015	Book No. I, CD Volume No. 1902 -2015, Pages 116318 to 116341
		444		6.0000		A.R.A - II, Kolkata	24 <sup>th</sup> August, 2015	190209237/2015	Book No. I, CD Volume No. 1902 -2015, Pages 116318 to 116341
10.	Chandrani Vinimay Private Limited	1352	2369	9.3312	12.2565	A.R.A - IV, Kolkata	24 <sup>th</sup> March, 2017	190402647/2017	Book No. I, CD Volume No. 1904 -2017, Pages 97338 to 97378
		1353		2.9253		A.R.A - IV, Kolkata	24 <sup>th</sup> March, 2017	190402648/2017	Book No. I, CD Volume No. 1904 -2017, Pages 97379 to 97418
11.	Delightful Estate Developers LLP	1352	2306	3.1104	11.0793	A.R.A - IV, Kolkata	8 <sup>th</sup> August, 2016	190407477/2016	Book No. I, CD Volume No. 1904 -2016, Pages 277949 to 277983
		1353		3.2844			5 <sup>th</sup> November, 2016	190410392/2016	Book No. I, CD Volume No. 1904 -2016, Pages 383953 to 383986
		1352		2.4480		A.R.A - IV, Kolkata	9 <sup>th</sup> October, 2015	190400991/2015	Book No. I, CD Volume No. 1904 -2015, Pages 32614 to 32644
		1353		2.2365				190400984/2015	Book No. I, CD Volume No. 1904 -2015, Pages
12.	Everblink Highrise Private Limited	1338	2232	3.1410	11.9805	A.R.A - IV, Kolkata	9 <sup>th</sup> October, 2015	190400991/2015	Book No. I, CD Volume No. 1904 -2015, Pages 32614 to 32644
		1338		2.3550		A.R.A - IV, Kolkata	9 <sup>th</sup> October, 2015	190400984/2015	Book No. I, CD Volume No. 1904 -2015, Pages

									32900 to 32932
		1338		1.9095		A.R.A - IV, Kolkata	17 <sup>th</sup> October, 2015	190401258/2015	Book No. I, CD Volume No. 1904 -2015, Pages 43990 to 44027
		1339		0.6375					
		1338		2.3919		A.R.A - IV, Kolkata	8 <sup>th</sup> March, 2016	190407346/2016	Book No. I, CD Volume No. 1904 -2015, Pages 276810 to 276840
		1339		0.7956					
		1339		0.7500		A.R.A - IV, Kolkata	24 <sup>th</sup> December, 2016	190411859/2016	Book No. I, CD Volume No. 1904 -2017, Pages 36 to 65
13.	Everest Pratisthan Private Limited	1339	2199	6.3750	6.3750	A.R.A - II, Kolkata	24 <sup>th</sup> August, 2015	190209241/2015	Book No. I, CD Volume No. 1902 -2015, Pages 116250 to 11627
14.	Gauriputra Developers Private Limited	1359	2253	10.1000	10.1000	A.R.A - IV, Kolkata	2 <sup>nd</sup> December, 2016	190401568/2016	Book No. I, CD Volume No. 1904 -2016, Pages 57124 to 57156
15.	Gladstone Conclave Private Limited	1350	2230	5.8000	11.6000	A.R.A - IV, Kolkata	1 <sup>st</sup> December, 2015	190402197/2015	Book No. I, CD Volume No. 1904 -2015, Pages 79578 to 79612
		1350		5.8000		A.R.A - IV, Kolkata	19 <sup>th</sup> November, 2015	190401860/2015	Book No. I, CD Volume No. 1904 -2015, Pages 65503 to 65539
16.	Glasseye Highrise Private Limited	1349	2229	8.6800	11.0628	A.R.A - IV, Kolkata	19 <sup>th</sup> November, 2015	190401861/2015	Book No. I, CD Volume No. 1904 -2015, Pages 65466 to 65502
		1359		2.3828		A.R.A - IV, Kolkata	23 <sup>rd</sup> September, 2016	190408972/2016	Book No. I, CD Volume No. 1904 -2016, Pages 333369 to 333392
17.	Gloxinia Developers Private Limited	1349	2245	8.6800	12.2416	A.R.A - IV, Kolkata	1 <sup>st</sup> December, 2015	190402196/2015	Book No. I, CD Volume No. 1904 -2015, Pages 79613 to 79647
		1350		0.1688		A.R.A - IV, Kolkata	23 <sup>rd</sup> December, 2015	190403118/2015	Book No. I, CD Volume No. 1904 -2015, Pages 111418 to 111443
		1351		0.1486					
		1351		0.1950		A.R.A - IV, Kolkata	23 <sup>rd</sup> December, 2015	190403119/2015	Book No. I, CD Volume No. 1904 -2015, Pages 111444 to 111469
		1351		0.8554		A.R.A - IV, Kolkata	23 <sup>rd</sup> December, 2015	190403117/2015	Book No. I, CD Volume No. 1904 -2015, Pages 111390 to 111417
		1350		0.1111		A.R.A - IV, Kolkata	4 <sup>th</sup> January, 2016	190400043/2016	Book No. I, CD Volume No. 1904 -2016, Pages 4929 to 4954
		1351		0.0975					
		1350		0.0370		A.R.A - IV, Kolkata	21 <sup>st</sup> March, 2016	190402840/2016	Book No. I, CD Volume No. 1904 -2016, Pages 4929 to 4954
		1351		0.0325					
		1351		0.4662		A.R.A - IV, Kolkata	23 <sup>rd</sup> April, 2016	190403851/2016	Book No. I, CD Volume No. 1904 -2016, Pages 145544 to 145571
		1351		0.1951		A.R.A - IV, Kolkata	5 <sup>th</sup> July, 2016	190404265/2016	Book No. I, CD Volume No. 1904 -2016, Pages 161450 to 161479
		1350		0.1266		A.R.A - IV, Kolkata	5 <sup>th</sup> July, 2016	190404264/2016	Book No. I, CD Volume No. 1904 -2016, Pages 161709 to 161736
		1351		0.1114					
		1351		0.9898		A.R.A - IV, Kolkata	5 <sup>th</sup> November, 2016	190410391/2016	Book No. I, CD Volume No. 1904 -2016, Pages 383923 to 383952
		1351		0.0266		A.R.A - IV,	28 <sup>th</sup> April,	190403900/	Book No. I, CD Volume

						Kolkata	2017	2017	No. 1904 -2017, Pages 142595 to 142620
18.	Goodwill Dealcomm Private Limited	1338	1709	12.1500	12.1500	ADSR, Bidhannagar	24 <sup>th</sup> June, 2010	06570/2010	Book No. I, CD Volume No.11, Pages 4102 to 4115
		1338				ADSR, Bidhannagar	25 <sup>th</sup> June, 2010	06575/2010	Book No. I, CD Volume No. 11, Pages 4274 to 4287
		1338				ADSR, Bidhannagar	25 <sup>th</sup> June, 2010	06565/2010	Book No. I, CD Volume No. 11, Pages 3935 to 3948
19.	Graphic Constructions LLP	1341	2361	6.2500	11.6672	A.R.A - IV, Kolkata	14 <sup>th</sup> January, 2017	190400287/2017	Book No. I, CD Volume No. 1904 -2017, Pages 119 to 149
		1341		4.2510		A.R.A - IV, Kolkata	28 <sup>th</sup> January, 2017	190400719/2017	Book No. I, CD Volume No. 1904 -2017, Pages 30042 to 30066
		1351		0.11662		A.R.A - IV, Kolkata	17 <sup>th</sup> March, 2017	190402397/2017	Book No. I, CD Volume No. 1904 -2017, Pages 92810 to 92845
		1351		0.81634		A.R.A - IV, Kolkata	20 <sup>th</sup> April, 2017	190403569/2017	Book No. I, CD Volume No. 1904 -2017, Pages 130280 to 130316
		1351		0.23324		ADSR Rajarhat	17 <sup>th</sup> May, 2017	152304094/2017	Book No. I, CD Volume No. 1523 -2017, Pages 117523 to 117550
20.	Hardsoft Constructions Private Limited	1347	1939	2.9830	11.9630	A.R.A - II, Kolkata	26 <sup>th</sup> November, 2013	15642/2013	Book No. I, CD Volume No.47, Pages 3270 to 3292
		1356		0.3238					
		1347		5.9760		A.R.A - II, Kolkata	26 <sup>th</sup> November, 2013	15641/2013	Book No. I, CD Volume No.47, Pages 3250 to 3269
		1356		0.2160					
		1359		2.4642		A.R.A - IV, Kolkata	20 <sup>th</sup> April, 2017	19043568/2017	Book No. I, CD Volume No. 1904 -2017, Pages 130351 to 130380
21.	Jhilmil Agriculture Private Limited	1333	2017	5.8337	11.6674	A.R.A - II, Kolkata	15 <sup>th</sup> March, 2014	03278/2014	Book No. I, CD Volume No. 15, Pages 3850 to 3874
		1333		5.8337		A.R.A - II, Kolkata	15 <sup>th</sup> March, 2014	03279/2014	Book No. I, CD Volume No. 15, Pages 3875 to 3900
22.	Kalyankari Infrastructure Private Limited	1359	2260	10.1000	10.1000	A.R.A - IV, Kolkata	12 <sup>th</sup> February, 2016	190401570/2016	Book No. I, CD Volume No. 1904 -2016, Pages 57157 to 57189
23.	Kheria Developers LLP	1347	2138	2.0000	10.3979	A.R.A - II, Kolkata	25 <sup>th</sup> April, 2015	05497/2015	Book No. I, CD Volume No. 31, Pages 2375 to 3276
		1341		1.2500		A.R.A - II, Kolkata	24 <sup>th</sup> August, 2015	190209416/2015	Book No. I, CD Volume No. 1902 - 2015, Pages 122317 to 122338
		1320		4.3300		A.R.A - II, Kolkata	24 <sup>th</sup> August, 2015	190209233/2015	Book No. I, CD Volume No. 1902 - 2015, Pages 116405 to 116428
		1333		1.1514		A.R.A - IV, Kolkata	17 <sup>th</sup> March, 2017	190402396/2017	Book No. I, CD Volume No. 1904 -2017, Pages 94237 to 94266
		1334		1.6665					
24.	Kheria Realty LLP	1342	2135	6.0000	12.0000	A.R.A - II,	25 <sup>th</sup> April,	04985/2015	Book No. I, CD Volume

						Kolkata	2015		No.28, Pages 3248 to 3276
		1348		6.0000		A.R.A - II, Kolkata	25 <sup>th</sup> April, 2015	04975/2015	Book No. I, CD Volume No.28, Pages 3011 to 3034
25.	Lakshmi Group Realty Private Limited	1359	2326	9.9604	11.4604	A.R.A - IV, Kolkata	23 <sup>rd</sup> September, 2016	190408969/2016	Book No. I, CD Volume No. 1904 -2016, Pages 333345 to 333368
		1333		1.5000		A.R.A - IV, Kolkata	20 <sup>th</sup> April, 2017	190403567/2017	Book No. I, CD Volume No. 1904 -2017, Pages 130317 to 130350
26.	Lakshmi Hospitality & Farms Private Limited	1319	2305	4.5000	11.0000	A.R.A - IV, Kolkata	8 <sup>th</sup> August, 2016	190407511/2016	Book No. I, CD Volume No. 1904 -2016, Pages 278019 to 278041
		1317		2.0000		A.R.A - IV, Kolkata	5 <sup>th</sup> November, 2016	190410638/2016	Book No. I, CD Volume No. 1904 -2016, Pages 385423 to 385449
		1319		4.5000					
27.	Lakshmi Procon Limited	1346	2432	4.4130	12.0380	A.R.A - II, Kolkata	13 <sup>th</sup> April, 2013	5692/2013	Book No. I, CD Volume No. 18, Pages 4301 to 4319,
		1346		1.3130		A.R.A - II, Kolkata	13 <sup>th</sup> April, 2013	5295/2013	Book No. I, CD Volume No. 18, Pages 4283 to 4300
		1346		6.3120		A.R.A - II, Kolkata	13 <sup>th</sup> April, 2013	5291/2013	Book No. I, CD Volume No. 17, Pages 3308 to 3325
28.	Lakshmi Realty Projects Private Limited	1335	1761	7.5000	11.5000	A.R.A - II, Kolkata	13 <sup>th</sup> April, 2013	5293/2013	Book No. I, CD Volume No. 17, Pages 3362 to 3385,
		1337		4.0000		ADSR, Bidhannagar	14 <sup>th</sup> December, 2011	14190/2011	Book No. I, CD Volume No. 23, Pages 3091 to 3103
29.	Lakshmi Steel Industries Private Limited	1335	1897	7.5000	11.5000	A.R.A - II, Kolkata	13 <sup>th</sup> April, 2013	5296/2013	Book No. I, CD Volume No. 17, Pages 3411 to 3435
		1342		4.0000		A.R.A - IV, Kolkata	5 <sup>th</sup> November, 2016	190410564/2016	Book No. I, CD Volume No. 1904 -2016, Pages 383869 to 383895
30.	Lakshmi Transtel Tower Limited	1317	2303	2.0000	4.3516	A.R.A - IV, Kolkata	8 <sup>th</sup> August, 2016	190407510/2016	Book No. I, CD Volume No. 1904 -2016, Pages 277817 to 277840
		1349		0.3250		A.R.A - IV, Kolkata	30 <sup>th</sup> January, 2017	190400808/2017	Book No. I, CD Volume No. 1904 -2017, Pages 33531 to 33558
		1350		0.8169					
		1351		0.0553					
		1359		1.1544					
31.	Lifewood Developers Private Limited	1348	1866	11.0000	11.0000	A.R.A - II, Kolkata	16 <sup>th</sup> January, 2013	00725/2013	Book No. I, CD Volume No. 3, Pages 3004 to 3023
32.	Lifewood Horticulture Private Limited	1347	1956	6.8793	11.4609	A.R.A - II, Kolkata	19 <sup>th</sup> December, 2013	16756/2013	Book No. I, CD Volume No.52, Pages 2847 to 2869,
		1356		0.2516		A.R.A - II, Kolkata	20 <sup>th</sup> April, 2015	04679/2015	Book No. I, CD Volume No.26, Pages 3826 to 3855
		1344		4.3300					
33.	Lifewood Infrastructure LLP	1345	2131	5.0000	12.0000	A.R.A - II, Kolkata	25 <sup>th</sup> April, 2015	04973/2015	Book No. I, CD Volume No.28, Pages 2964 to 2986
		1347		7.0000		A.R.A - II, Kolkata	25 <sup>th</sup> April, 2015	04978/2015	Book No. I, CD Volume No.28, Pages 3083 to

									3106
34.	Lifewood Nirman LLP	1342	2139	5.3300	11.3300	A.R.A - II, Kolkata	25 <sup>th</sup> April, 2015	04984/2015	Book No. I, CD Volume No.28, Pages 3219 to 3247
		1348		6.0000		A.R.A - II, Kolkata	25 <sup>th</sup> April, 2015	04976/2015	Book No. I, CD Volume No.28, Pages 3035 to 3058
35.	Moonlight Agriculture Private Limited	1347	1957	9.0700	12.0700	A.R.A - II, Kolkata	19 <sup>th</sup> December, 2013	00026/2014	Book No. I, CD Volume No.1, Pages 296 to 316
		1356		0.3300					
		1343		2.6700		A.R.A - II, Kolkata	20 <sup>th</sup> April, 2015	04678/2015	Book No. I, CD Volume No.26, Pages 3795 to 3825
36.	Moonlight Horticulture Private Limited	1347	2002	6.9623	11.9623	A.R.A - II, Kolkata	22 <sup>nd</sup> January, 2014	00945/2014	Book No. I, CD Volume No. 5, Pages 642 to 682
		1341		5.0000		A.R.A - II, Kolkata	2 <sup>nd</sup> July, 2014	8397/2014	Book No. I, CD Volume No. 40, Pages 3622 to 3638
37.	Nachiket Developers Private Limited	1338	1900	10.0000	12.0000	A.R.A - II, Kolkata	7 <sup>th</sup> May, 2013	06616/2013	Book No. I, CD Volume No. 21, Pages 2126 to 2145
		1333		2.0000		A.R.A - II, Kolkata	6 <sup>th</sup> August, 2013	11973/2013	Book No. I, CD Volume No. 35, Pages 3806 to 3828
38.	Nightangle Dealtrade Private Limited	1338	1775	11.9900	11.9900	ADSR, Bidhannagar	17 <sup>th</sup> February, 2011	01842/2011	Book No. I, CD Volume No. 4, Pages 78 to 90
		1338				ADSR, Bidhannagar	17 <sup>th</sup> February, 2011	01843/2011	Book No. I, CD Volume No. 4, Pages 91 to 103
39.	Orient Dealmark Private Limited	1336	1759	10.8316	11.6632	A.R.A - II, Kolkata	22 <sup>nd</sup> October, 2011	13822/2011	Book No. I, CD Volume No. 54, Pages 1459 to 1481
		1320		0.8316		A.R.A - II, Kolkata	22 <sup>nd</sup> October, 2011	13441/2011	Book No. I, CD Volume No. 52, Pages 4707 to 4729
40.	Palanhar Projects Private Limited	1347	1960	5.9670	10.3080	A.R.A - II, Kolkata	26 <sup>th</sup> November, 2013	15645/2013	Book No. I, CD Volume No.47, Pages 3335 to 3354
		1356		0.2150					
		1339		4.1260		A.R.A - II, Kolkata	4 <sup>th</sup> April, 2014	4433/2014	Book No. I, CD Volume No.21, Pages 568 to 587
41.	Paraag Builders Private Limited	1346	2433	2.8700	4.6200	A.R.A - II, Kolkata	11 <sup>th</sup> May, 2015	190207688/2015	Book No. I, CD Volume No. 1902 -2015, Pages 43503 to 43524
		1346		1.7500		A.R.A - II, Kolkata	19 <sup>th</sup> August, 2015	190209157/2015	Book No. I, CD Volume No. 1902 -2015, Pages 113783 to 113806
42.	Parampita Nirman Private Limited	1338	1908	6.4284	8.4284	A.R.A - II, Kolkata	20 <sup>th</sup> June, 2013	08955/2013	Book No. I, CD Volume No. 27, Pages 6288 to 6313
		1338		2.0000		A.R.A - II, Kolkata	30 <sup>th</sup> May, 2015	190205755/2015	Book No. I, CD Volume No. 1902 -2015, Pages 8060 to 8088
43.	Plentyvalley Highrise Private Limited	1336	2233	4.8750	9.7500	A.R.A - IV, Kolkata	18 <sup>th</sup> September, 2015	190400329/2015	Book No. I, CD Volume No. 1904 -2015, Pages 10276 to 10303
		1336		4.8750		A.R.A - IV, Kolkata	12 <sup>th</sup> February,	190401445/2016	Book No. I, CD Volume No. 1904 -2016, Pages

							2016		54196 to 54226
44.	Prarthana Infracon LLP	446	2109	3.4000	11.8000	A.R.A - II, Kolkata	12 <sup>th</sup> December, 2014	15491/2014	Book No. I, CD Volume No. 77, Pages 3684 to 3708
		446		3.4000		A.R.A - II, Kolkata	12 <sup>th</sup> December, 2014	15492/2014	Book No. I, CD Volume No. 77, Pages 3709 to 3734
		1345		5.0000		A.R.A - II, Kolkata	24 <sup>th</sup> August, 2015	190209231/2015	Book No. I, CD Volume No. 1902 -2015, Pages 116455 to 116479
45.	Purnasatya Developers Private Limited	1338	1909	8.5716	8.5716	A.R.A - II, Kolkata	20 <sup>th</sup> June, 2013	08959/2013	Book No. I, CD Volume No. 27, Pages 6379 to 6403
46.	Ramadhuta Properties Private Limited	1359	2266	2.3284	10.5758	A.R.A - IV, Kolkata	12 <sup>th</sup> February, 2016	190401438/2016	Book No. I, CD Volume No. 1904 -2016, Pages 54419 to 54450
		1359		7.1632		A.R.A - IV, Kolkata	12 <sup>th</sup> February, 2016	190401444/2016	Book No. I, CD Volume No. 1904 -2016, Pages 54227 to 54257
		1336		1.0842		A.R.A - IV, Kolkata	7 <sup>th</sup> July, 2017	190406975/2017	Book No. I, CD Volume No. 1904 -2017, Page 251626 to 251660
47.	Rambhakt Buildcon LLP	1339	2345	2.0000	12.0000	A.R.A - IV, Kolkata	24 <sup>th</sup> December, 2016	190400011/2017	Book No. I, CD Volume No. 1904 -2017, Pages 119 to 149
		1347		10.0000		A.R.A - IV, Kolkata	30 <sup>th</sup> March, 2017	190402903/2017	Book No. I, CD Volume No. 1904 -2017, Pages 101804 to 101833
48.	Rashdhara Realestates Private Limited	1359	2251	10.1000	10.1000	A.R.A - IV, Kolkata	12 <sup>th</sup> February, 2016	190401478/2016	Book No. I, CD Volume No. 1904 -2016, Pages 58549 to 58581
49.	Retrodesign Constructions LLP	1349	2301	0.9113	11.3284	A.R.A - IV, Kolkata	5 <sup>th</sup> July, 2016	190404263/2016	Book No. I, CD Volume No. 1904 -2016, Pages 161480 to 161507
		1350		0.7656					
		1359		5.3950					
		1352		0.7776					
		1353		0.4883		A.R.A - IV, Kolkata	8 <sup>th</sup> August, 2016	190407484/2016	Book No. I, CD Volume No. 1904 -2016, Pages 277841 to 277866
		1349		0.3037		A.R.A - IV, Kolkata	8 <sup>th</sup> August, 2016	190407481/2016	Book No. I, CD Volume No. 1904 -2016, Pages 277867 to 277895
		1350		0.2551					
		1352		0.3887					
		1353		0.2441					
		1359		1.7990					
50.	Rise Well Estates Private Limited	1342	1857	5.8345	11.6690	A.R.A - II, Kolkata	6 <sup>th</sup> September, 2012	11438/2012	Book No. I, CD Volume No. 45, Pages 133 to 150
		1342		5.8345		A.R.A - II, Kolkata	6 <sup>th</sup> September, 2012	11433/2012	Book No. I, CD Volume No. 45, Pages 45 to 62
51.	Santainath Real Estate LLP	1338	2132	6.0000	12.0000	A.R.A - II, Kolkata	25 <sup>th</sup> April, 2015	04982/2015	Book No. I, CD Volume No.28, Pages 3164 to 3188,
		1348		6.0000		A.R.A - II, Kolkata	25 <sup>th</sup> April, 2015	04974/2015	Book No. I, CD Volume No.28, Pages 2987 to 3010
52.	Sarvavarna Promoters LLP	1320	2143	10.0000	10.0000	A.R.A - II, Kolkata	1 <sup>st</sup> June, 2015	190205865/2015	Book No. I, CD Volume No. 1902 -2015, Pages 11209 to 11236
53.	Satyam Vanijya Private Limited	1333	2142	11.5254	11.5254	A.R.A - II, Kolkata	30 <sup>th</sup> May, 2015	190205767/2015	Book No. I, CD Volume No. 1902 -2015, Pages

									8368 to 8395
54.	Shivangan Agriculture Private Limited	1347	1961	5.1875	10.3254	A.R.A - II, Kolkata	26 <sup>th</sup> November, 2013	15644/2013	Book No. I, CD Volume No.47, Pages 3313 to 3334
		1356		0.1875					
		1347		4.5400					Book No. I, CD Volume No.47, Pages 3293 to 3312
		1356		0.1590		A.R.A - II, Kolkata	26 <sup>th</sup> November, 2013	15643/2013	
		1356		0.2514		A.R.A - IV, Kolkata	24 <sup>th</sup> January, 2017	190400559/2017	Book No. I, CD Volume No. 1904 -2017, Pages 24518 to 24565
55.	Shivangan Properties Private Limited	1335	1899	10.0000	11.5000	A.R.A - II, Kolkata	13 <sup>th</sup> April, 2013	5294/2013	Book No. I, CD Volume No. 17, Pages 3386 to 3410
		1333		1.5000		A.R.A - IV, Kolkata	20 <sup>th</sup> April, 2017	190403567/2017	Book No. I, CD Volume No. 1904 -2017, Pages 130317 to 130350
56.	Shivmani Conclave Private Limited	1338	2267	0.2250	4.6260	A.R.A - IV, Kolkata	9 <sup>th</sup> October, 2015	190400992/2015	Book No. I, CD Volume No. 1904 -2015, Pages 32582 to 32613
		1347		1.9368		A.R.A - IV, Kolkata	30 <sup>th</sup> March, 2017	190402901/2017	Book No. I, CD Volume No. 1904 -2017, Pages 101699 to 101725
		1359		2.4642		A.R.A - IV, Kolkata	19 <sup>th</sup> September, 2016	190408815/2016	Book No. I, CD Volume No. 1904 -2016, Pages 328278 to 328311
57.	Snowball Infraplaza Private Limited	1359	2201	0.5772	7.1042	A.R.A - IV, Kolkata	21 <sup>st</sup> September, 2015	190400370/2015	Book No. I, CD Volume No. 1904 -2015, Pages 12705 to 12727
		1359		1.1544		A.R.A - IV, Kolkata	21 <sup>st</sup> September, 2015	190400372/2015	Book No. I, CD Volume No. 1904 -2015, Pages 12751 to 12773
		1359		1.1396		A.R.A - IV, Kolkata	21 <sup>st</sup> September, 2015	190400373/2015	Book No. I, CD Volume No. 1904 -2015, Pages 12797 to 12819
		1359		0.5772		A.R.A - IV, Kolkata	21 <sup>st</sup> September, 2015	190400377/2015	Book No. I, CD Volume No. 1904 -2015, Pages 11916 to 11938
		1359		1.2284		A.R.A - IV, Kolkata	21 <sup>st</sup> September, 2015	190400375/2015	Book No. I, CD Volume No. 1904 -2015, Pages 11962 to 11984
		1359		1.1396		A.R.A - IV, Kolkata	17 <sup>th</sup> March, 2015	190402658/2016	Book No. I, CD Volume No. 1904 -2016, Pages 101590 to 101616
		1352		0.3888		A.R.A - IV, Kolkata	7 <sup>th</sup> May, 2016	190404267/2016	Book No. I, CD Volume No. 1904 -2016, Pages 161408 to 161428
		1353		0.2441					
		1353		0.0777		A.R.A - IV, KOLKATA	2 <sup>nd</sup> February, 2017	190400837/2017	Book No. I, CD Volume No. 1904 -2017, Pages 34341 to 34365
		1359		0.5772					
58.	Soltly Dealers Private Limited	1338	1713	6.0650	12.1300	ADSR, Bidhannagar	22 <sup>nd</sup> September, 2010	09776/2010	Book No. I, CD Volume No. 16, Pages 2936 to 2956
		1338		6.0650		ADSR, Bidhannagar	22 <sup>nd</sup> September, 2010	09771/2010	Book No. I, CD Volume No. 16, Pages 2811 to 2831
59.	Standard Commosales Private Limited	1320	1760	1.0842	11.6862	A.R.A - II, Kolkata	25 <sup>th</sup> October, 2011	13821/2011	Book No. I, CD Volume No. 54, Pages 1754 to 1771
		1336		1.0842					
		1320		2.1658		A.R.A - II,	20 <sup>th</sup> January	00743/2012	Book No. I, CD Volume



						Kolkata	, 2012		No. 3, Pages 3616 to 3631
		1345		0.8468		A.R.A - II, Kolkata	21 <sup>st</sup> September, 2012	11944/2012	Book No. I, CD Volume No. 47, Pages 2994 to 3016
		1320		1.0842		ADSR, Bidhannagar	4 <sup>th</sup> July, 2012	08604/2012	Book No. I, CD Volume No. 12, Pages 7867 to 7881
		1336		1.0842		ADSR, Bidhannagar	4 <sup>th</sup> July, 2012	08605/2012	Book No. I, CD Volume No. 12, Pages 7882 to 7898
		1320		1.0842		A.R.A - II, Kolkata	24 <sup>th</sup> June, 2013	09245/2013	Book No. I, CD Volume No. 28, Pages 2885 to 2907
		1336		1.0842		ADSR, Bidhannagar	30 <sup>th</sup> July, 2010	07868/2010	Book No. I, CD Volume No. 13, Pages 6048 to 6062
		1320		1.0842		ADSR, Bidhannagar	3 <sup>rd</sup> August, 2010	07907/2010	Book No. I, CD Volume No. 13, Pages 6890 to 6903
		1336		1.0842		A.R.A - IV, Kolkata	7 <sup>th</sup> July, 2017	190406974/2017	Book No. I, CD Volume No. 1904 -2017, Page 251591 to 251625
60.	Subhdhan Commodeal Private Limited	1338	1710	6.3000	11.3842	ADSR, Bidhannagar	2 <sup>nd</sup> December, 2016	190401571/2016	Book No. I, CD Volume No. 1904 -2016, Pages 57058 to 57090
		1338		4.0000		A.R.A - II, Kolkata	21 <sup>st</sup> August, 2015	190209104/2015	Book No. I, CD Volume No. 1902 -2015, Pages 115396 to 115424
		1320		1.0842		A.R.A - II, Kolkata	21 <sup>st</sup> August, 2015	190209103/2015	Book No. I, CD Volume No. 1902 -2015, Pages 115373 to 115395
61.	Subhshiv Developers Private Limited	1359	2263	10.1000	10.1000	A.R.A - IV, Kolkata	19 <sup>th</sup> September, 2016	190408804/2016	Book No. I, CD Volume No. 1904 -2016, Pages 329176 to 329195
62.	Suntown Constructions LLP	1351	2174	2.3330	9.0104	A.R.A - II, Kolkata	25 <sup>th</sup> April, 2015	05498/2015	Book No. I, CD Volume No. 31, Pages 2404 to 2431
		1350		1.7490		A.R.A - II, Kolkata	25 <sup>th</sup> April, 2015	05496/2015	Book No. I, CD Volume No. 31, Pages 2330 to 2352
		1359		4.9284		A.R.A - IV, Kolkata	25 <sup>th</sup> April, 2015	05499/2015	Book No. I, CD Volume No. 31, Pages 2404 to 2431
63.	Suntown Projects LLP	1342	2134	6.0000	12.0000	A.R.A - II, Kolkata	25 <sup>th</sup> April, 2015	05500/2015	Book No. I, CD Volume No. 31, Pages 2432 to 2454
		1348		6.0000		A.R.A - II, Kolkata	25 <sup>th</sup> April, 2015	05500/2015	Book No. I, CD Volume No. 31, Pages 2432 to 2454
64.	Thakdari Developers LLP	1333	2144	1.3000	5.5000	A.R.A - II, Kolkata	1 <sup>st</sup> June, 2015	190205844/2015	Book No. I, CD Volume No. 1902 -2015, Pages 10507 to 10532
		1338		4.2000		A.R.A - II, Kolkata	1 <sup>st</sup> June, 2015	190205843/2015	Book No. I, CD Volume No. 1902 -2015, Pages 10482 to 10506
65.	Thakdari Real Estate LLP	1342	2136	6.0000	12.0000	A.R.A - II, Kolkata	25 <sup>th</sup> April, 2015	05499/2015	Book No. I, CD Volume No. 31, Pages 2404 to 2431
		1348		6.0000		A.R.A - II, Kolkata	25 <sup>th</sup> April, 2015	05500/2015	Book No. I, CD Volume No. 31, Pages 2432 to 2454
66.	Upfront Builders Private Limited	1338	2269	7.2080	11.3486	A.R.A - IV, Kolkata	9 <sup>th</sup> March, 2016	190402549/2016	Book No. I, CD Volume No. 1904 -2016, Pages 89432 to 89465
		1349, 1350 & 1351		1.1961		A.R.A - IV, Kolkata	17 <sup>th</sup> March, 2016	190402657/2016	Book No. I, CD Volume No. 1904 -2016, Pages 101617 to 101644

		1349, 1350 & 1351		0.5940		A.R.A - IV, Kolkata	24 <sup>th</sup> March, 2016	190402921/ 2016	Book No. I, CD Volume No. 1904 -2016, Pages 109576 to 109609
		1349, 1350, 1351 & 1359		2.3505		A.R.A - IV, Kolkata	2 <sup>nd</sup> May, 2017	190406119/ 2017	Book No. I, CD Volume No. 1904 -2017, Pages 229574 to 229603
67.	Vedini Infracon LLP	1338	2133	6.0000	12.0000	A.R.A - II, Kolkata	25 <sup>th</sup> April, 2015	04981/2015	Book No. I, CD Volume No.28, Pages 3139 to 3163
		1345		3.0000		A.R.A - II, Kolkata	25 <sup>th</sup> April, 2015	04972/2015	Book No. I, CD Volume No.28, Pages 2940 to 2963
		1348		3.0000		A.R.A - II, Kolkata	25 <sup>th</sup> April, 2015	04977/2015	Book No. I, CD Volume No.28, Pages 3059 to 3082
68.	Winsome Estates Private Limited	1342	1856	5.8310	11.6620	A.R.A - II, Kolkata	6 <sup>th</sup> September, 2012	11435/2012	Book No. I, CD Volume No. 45, Pages 81 to 98
		1342		5.8310		A.R.A - II, Kolkata	6 <sup>th</sup> September, 2012	11434/2012	Book No. I, CD Volume No. 45, Pages 63 to 80
69.	Workswell Infra LLP	1339	2344	12.3550	12.3550	A.R.A - IV, Kolkata	6 <sup>th</sup> December, 2016	190411188/ 2016	Book No. I, CD Volume No. 1904 -2016, Pages 409467 to 409492
70.	Worldwyn Estates Private Limited	1345	1858	9.3844	9.3844	A.R.A - II, Kolkata	6 <sup>th</sup> September, 2012	11436/2012	Book No. I, CD Volume No. 45, Pages 99 to 115
		1345				A.R.A - II, Kolkata	6 <sup>th</sup> September, 2012	11437/2012	Book No. I, CD Volume No. 45, Pages 116 to 132
		1345				A.R.A - II, Kolkata	6 <sup>th</sup> September, 2012	11439/2012	Book No. I, CD Volume No. 45, Pages 151 to 167
71.	Yashvi Real Estates LLP	446	2108	3.4000	12.2000	A.R.A - II, Kolkata	12 <sup>th</sup> December, 2014	15494/2014	Book No. I, CD Volume No. 77, Pages 3760 to 3783
		446		3.4000		A.R.A - II, Kolkata	12 <sup>th</sup> December, 2014	15496/2014	Book No. I, CD Volume No. 77, Pages 3808 to 3831
		446		3.4000		A.R.A - II, Kolkata	12 <sup>th</sup> December, 2014	15497/2014	Book No. I, CD Volume No. 77, Pages 3832 to 3853
		1345		2.0000		A.R.A - II, Kolkata	24 <sup>th</sup> August, 2015	190209232/ 2015	Book No. I, CD Volume No. 1902 -2015, Pages 116429 to 116454
72	Petunia Enclave (P) Ltd	1359		10.1000	10.1000	A.R.A - IV, Kolkata	12-Feb- 2016	190401447/ 2016	Book No. I, CD Volume No. 1904 -2016, Page 54128 to 54161.
73	Ramadhuta Builders (P) Ltd	1359		10.1000	10.1000	A.R.A - IV, Kolkata	12-Feb- 2016	190401442/ 2016	Book No. I, CD Volume No. 1904 -2016, Page 54290 to 54323
74	Snowball Skyscraper (P) Ltd	1359		10.1000	10.1000	A.R.A - IV, Kolkata	12-Feb- 2016	190401446/ 2016	Book No. I, CD Volume No. 1904 -2016, Page 54162 to 54195
75	Fairblink Infraproject LLP	1349	2200	1.9875	8.2282	A.R.A - I, Kolkata	18-Sep- 2015	190400330 /2015	Book No. I, CD Volume No. 1904 -2015, Page 10304 to 10330
		1349, 1350 &		1.2813		A.R.A - IV, Kolkata	21-Sep- 2015	190400374 /2015	Book No. I, CD Volume No. 1904 -2015, Page

		1351							12820 to 12842
		1349, 1350 & 1351		1.1965		A.R.A - IV, Kolkata	21-Sep-2015	190400376 /2015	Book No. I, CD Volume No. 1904 -2015, Page 11939 to 11961
		1349, 1350 & 1351		0.5965		A.R.A - IV, Kolkata	21-Sep-2015	190400367 /2015	Book No. I, CD Volume No. 1904 -2015, Page 12649 to 12671
		1349, 1350 & 1351		0.5699		A.R.A - IV, Kolkata	21-Sep-2015	190400369 /2015	Book No. I, CD Volume No. 1904 -2015, Page 12682 to 12704
		1349, 1350 & 1351		1.1965		A.R.A - IV, Kolkata	21-Sep-2015	190400371 /2015	Book No. I, CD Volume No. 1904 -2015, Page 12728 to 12750
		1358		1.4000		A.R.A - IV, Kolkata	19-Feb-2016	190401632 /2016	Book No. I, CD Volume No. 1904 -2016, Page 64326 to 64354
76	Gloxinia Infraplaza LLP	1349	2265	1.9850	6.9850	A.R.A - IV, Kolkata	12-Feb-2016	190401435/ 2016	Book No. I, CD Volume No. 1904 -2016, Page 54485 to 54513
		1357		5.0000		A.R.A - IV, Kolkata	12-Feb-2016	190401441/ 2016	Book No. I, CD Volume No. 1904 -2016, Page 54324 to 54353
77	Blue Arrow Buildcon (P) Ltd	1357	2256	10.0000	10.0000	A.R.A - IV, Kolkata	12-Feb-2016	190401448/ 2016	Book No. I, CD Volume No. 1904 -2016, Page 54098 to 54127
78	Glasseye Infraplaza (P) Ltd	1357	2252	10.0000	10.0000	A.R.A - IV, Kolkata	12-Feb-2016	190401439/ 2016	Book No. I, CD Volume No. 1904 -2016, Page 54451 to 54484
79	Petunia Nirman LLP	1358	2254	8.4000	8.4000	A.R.A - IV, Kolkata	12-Feb-2016	190401437/ 2016	Book No. I, CD Volume No. 1904 -2016, Page 54388 to 54418
80	Santainath Infraprojects LLP	1358	2171	4.2000	12.2000	A.R.A - II, Kolkata	29-Jun-2015	190206784/ 2015	Book No. I, CD Volume No. 1902 -2015, Page 26161 to 26192
		1358		4.0000		A.R.A - II, Kolkata	30-Jun-2015	190206782 /2015	Book No. I, CD Volume No. 1902 -2015, Page 24549 to 24574
		1358		4.0000		A.R.A - II, Kolkata	30-Jun-2015	190206783/ 2015	Book No. I, CD Volume No. 1902 -2015, Page 24523 to 24548
81	Plentyvalley Properties (P) Ltd	1358	2255	10.0000	10.0000	A.R.A - IV, Kolkata	12-Feb-2016	190401440/ 2016	Book No. I, CD Volume No. 1904 -2016, Page 54354 to 54387
82	Sanjay Jain	1338	1686	4.0416	12.3966	ADSR, Bidhannagar	07.05.2010	4712/2010	Book No. I, CD Vol. 8, Page 336 to 361
		1338		8.3550		A.R.A - IV, Kolkata	12.11.2016	190410670/ 2016	Book No. I, CD Vol. 1904-2016, Page 395078 to 395098
83	Suman Jain	1338	2378	4.3134	4.3134	A.R.A - IV, Kolkata	27.10.2016	190410199/ 2016	Book No. I, CD Vol. 1904-2016, Page 378211 to 378231
84	Blue Light Villa (P) Ltd	1359	2259	10.1000	10.1000	A.R.A - IV, Kolkata	12-Feb-2016	190401443 /2016	Book No. I, CD Volume No. 1904 -2016, Page 54258 to 54289
85	Lily Niwas (P) Ltd	447	1665	1.8600	12.3487	ADSR, Bidhannagar	31-Dec-2010	00054/2011	Book No. I, CD Volume No. 1, Page 1107 to 1125
				3.5220		ADSR, Bidhannagar	7-Jan-2011	00186/2011	Book No. I, CD Volume No. 1, Page 4397 to 4411
				3.1000		ADSR,	9-Mar-2011	02986/2011	Book No. I, CD Volume

						Bidhannagar			No. 5, Page 10350 to 10367
		1333		3.0334		A.R.A - IV, Kolkata	13.08.2016	190407750/2016	Book No. I, CD Volume No. 1904-2016, Page 283585 to 283610
86	Shivmani Promoters (P) Ltd	1359	2258	9.8568	9.8568	A.R.A - IV, Kolkata	12-Feb-2016	190401434/2016	Book No. I, CD Volume No. 1904 -2016, Page 54514 to 54542

## SECOND SCHEDULE

### PART I

#### (SAID APARTMENT)

ALL THAT the Unit no. [ ] having carpet area of [ ] square feet and Exclusive Balcony/Verandah/Open Terrace Area Or "EBVT Area", if any, having area of [ ] square feet aggregating to a Net area of [ ] square feet, type [ ], on [ ] floor in the Tower \_\_\_\_\_, Phase I ("Unit") along with [ ] number of covered podium car parking space bearing no. [ ] admeasuring 135 square feet in the [ ] , ("Garage") now in course of construction on the said Land TOGETHER WITH the right to use all common areas amenities and facilities as permissible under law

For the purpose of registration the Built-up area of the said Unit is \_\_\_\_\_ sq. ft. (built up area means Carpet area plus Balcony if any plus Terrace if any with external walls of the said unit and internal wall within the Unit)

--

### PART II

#### SPECIFICATIONS OF THE APARTMENT

Structure	:	RCC framed structure
Living Room / Dining Area		
Flooring	:	Vitrified Tiles
Wall	:	Ready to paint
Ceiling	:	Ready to paint
Main door	:	Doors Installed
Internal doors	:	Doors Installed
Windows/ Glazing	:	Aluminum windows
Electrical	:	Modular switches
Bedrooms		
Flooring	:	Vitrified Tiles
Wall	:	Ready to paint
Ceiling	:	Ready to paint
Internal doors	:	Doors Installed
Windows/ Glazing	:	Aluminum windows
Electrical	:	Modular switches
Balcony		
Flooring	:	Tiles

Wall	:	Painted
Ceiling	:	Painted
Door	:	Aluminum sliding door
railing	:	Railing Installed
Electrical	:	Modular switches
Kitchen		
Flooring	:	Tiles
Wall	:	Ceramic tiles up to 2ft height above kitchen counter
Door	:	Doors Installed
Windows/ Glazing	:	Aluminum windows
Electrical	:	Modular switches
Toilets		
Flooring	:	Anti-skid Tiles
Wall	:	Tiles up to false ceiling height
Door	:	Doors Installed
Windows/ Glazing	:	Aluminum windows with provision of exhaust fan
Sanitary ware	:	WC , Wash basin
Electrical	:	Modular switches
Helper's Room		
Flooring	:	Tiles
Door	:	Door Installed
Helper's Toilet		
Flooring	:	Tiles
Wall	:	Tiles upto Lintel Level
Door	:	Doors Installed
Windows/ Glazing	:	Aluminum windows

### THIRD SCHEDULE

#### PART I

#### (PHASE I COMMON AREAS, AMENITIES & FACILITIES)

SI No.	Tower/Outdoor	Floor	Amenities
1	MLCP	Ground	Multipurpose Hall
2	T-3	7 <sup>th</sup>	Recreation Facilities
3	T-4	7 <sup>th</sup>	Games and recreation Facilities
4	T-5	7 <sup>th</sup>	Guest Room
5	T-7	7 <sup>th</sup>	Games and recreation Facilities
6	T-9	Ground	Indoor seating
		7 <sup>th</sup>	Games and recreation Facilities
7	Outdoor		Recreation, landscaping, Outdoor Seating

**PART II**  
(PROJECT COMMON AREAS, AMENITIES & FACILITIES)

SI No.	Tower/Outdoor	Floor	Amenities
1	MLCP	Ground	Multipurpose Hall
2	T-1	Ground 1 <sup>st</sup>	Convenience, administration, recreation facilities
3	T-2	Ground 1 <sup>st</sup> 2 <sup>nd</sup>	Health and recreation facilities
4	T-3	7 <sup>th</sup>	Games and recreation facilities
5	T-4	7 <sup>th</sup>	Games and recreation facilities
6	T-5	7 <sup>th</sup>	Guest Room
7	T-7	7 <sup>th</sup>	Games and recreation facilities
8	T-9	Ground 7 <sup>th</sup>	Indoor seating Games and recreation facilities
9	Outdoor		Games courts, outdoor pool, recreation, landscaping, outdoor seating

**FOURTH SCHEDULE**  
**PAYMENT PLAN**

The payments to be paid by the Allottee in the following manner:

Particulars	Amount as (%) or as specified
Application Money	10% of total consideration + GST
On Execution of Agreement (within 21 days of application)	10% of total consideration + GST
On Completion of Foundation	10% of total consideration + GST
1 <sup>st</sup> Floor casting completion	10% of total consideration + GST
4th Floor casting completion	10% of total consideration + GST
8th Floor casting completion	10% of total consideration + GST
12th Floor casting completion	10% of total consideration + GST
16th Floor casting completion	10% of total consideration + GST
18th Floor casting completion	10% of total consideration + GST
Ultimate roof casting completion	5% of total consideration + VRV Charges
Within 90 days from date of ultimate roof casting	100% Extra Charges
On offer of possession	5% of total consideration + GST

## FIFTH SCHEDULE

### Common Expenses

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Project and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Project and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Project as usually are or ought to be.
3. Keeping the gardens and grounds of the Project generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the drive way when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Project.
6. Paying such workers as may be necessary in connection with the upkeep of the Project.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows in the Project as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming part of the Project.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project and providing such additional lighting apparatus as the Association may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Building(s) or Common Areas or any part thereof excepting in so far as the same are the responsibility of the individual allottee(s) / occupiers of the Project.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so

far as the same is not the liability of or attributable to any individual allottee/occupier of Project.

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



## SIXTH SCHEDULE

### Common Rules

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

- (a) To co-operate with the other Allottee(s)/Promoter and the Association in the management and maintenance of the Project.
- (b) To observe the rules framed from time to time by the Promoter and upon the formation of the Association by such Association.
- (c) To use the Apartment for commercial and/or other lawful purposes and not for any illegal and/or immoral purposes whatsoever or for purposes not allowed under the Lease Deed.
- (d) To allow the Promoter to install Neon Sign on the ultimate roof or on the facade or terrace of the building or a portion of the boundary wall and the Allottee(s) hereby consents and waives all rights to enable the Promoter to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Promoter shall be entitled to use the lifts, stair case, common parts and portions for the purpose of erection, repair and replacement of such neon signs.
- (e) To allow the Promoter/Association with or without workmen to enter into the Apartment for the purpose of maintenance and repairs but only with 48 hours prior notice in writing to the Allottee (s).
- (f) To pay and bear the common expenses and other outgoings and expenses since the date of possession (including deemed possession date) and also the rates and taxes for the Apartment and proportionately for the Building(s) and Common Areas and/or to make deposits on account thereof in the manner mentioned hereunder to the Promoter and upon the formation of the Association to such Association. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the Apartment has been taken or not by the Allottee(s). The said amounts shall be paid by the Allottee(s) without raising any objection thereto regularly and punctually within 72 hours to the Promoter and upon formation of the Association to such Association.
- (g) To deposit the amounts reasonably required with the Promoter and upon the formation of the Association with such Association towards the liability for rates and taxes and other outgoings with respect to the Common Areas and Building(s).
- (h) To pay charges for electricity in or relation to the Apartment wholly and proportionately relating to the Common Areas.
- (i) Not to subdivide the Apartment or any portion thereof.
- (j) Not to do anything or prevent the Promoter from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Allottee(s) enjoyment of the Apartment.

- (k) To maintain or remain responsible for the structural stability of the Apartment and not to do anything which has the effect of affecting the structural stability of the Building.
- (l) Not to do or cause anything to be done in or around the Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Apartment or any apartment adjacent to the Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- (m) Not to damage demolish or cause to damage or demolish the Apartment or any part thereof or the fittings and fixtures affixed thereto.
- (n) Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the Apartment which in the opinion of the Promoter differs from the colour Scheme of the building or deviation or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the Building.
- (o) Not to install grills the design of which has not been suggested and approved by the Architect.
- (p) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Apartment or any part of the Building or the Project or cause increased premium to be payable in respect thereof.
- (q) Not to make in the Apartment any structural additional and/or alterations such as beams columns partition walls etc or improvements of a permanent nature except with the prior approval in writing of the Promoter/Association and with the sanction of the authorities concerned as and when required.
- (r) Not to use the Apartment or permit the same to be used for any purposes except for commercial and lawful purposes and shall not use for the purpose which may or is likely to cause nuisance or annoyance to Allottee(s) /occupiers of the other portions of the said building or buildings to the occupiers of the neighbouring premises or for any illegal or immoral purpose whatsoever.
- (s) Not to keep in the open parking place anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
- (t) Not to use or permit to be used the allocated Garage/car parking space for any other purpose whatsoever other than parking of its own car/cars.
- (u) Not to park car on the pathway or open spaces of the building at any other place except the space allotted to him/ her/ its and shall use the pathways as would be decided by the Promoter.

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

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

#### SEVENTH SCHEDULE

### Mutual Easements

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

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