AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") is executed on this ____ day of _____, 2018

BY AND BETWEEN

PS SRIJAN ESTATE LLP (LLPIN [AAE-6340]), a limited liability partnership, having its Office at 1002, E M Bypass, Front Block, Kolkata - 700 105 Police Station – Pragati Maidan, P.O. Dhapa, having Permanent Account No. AALFP7017M, acting through its Partner MR. ARUN KUMAR SANCHETI), son of Mr. Sumermal Sancheti, residing at 26B, Camac Street, Kolkata – 700 017, Police Station – Park Street, Post Office – Park Street,having Permanent Account No.AKOPS4951L (Mobile No. 9830034564), hereinafter referred to as the "PROMOTER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the FIRST PART;

AND

(1) CLARITY BARTER PRIVATE LIMITED (INCOME TAX PAN: AACCC7448M) (CIN:,U51900WB2005PTC106172) (2) ANURAG ENCLAVE PRIVATE LIMITED (INCOME TAX PAN AAFCA5886L) (CIN:U70101WB2005PTC106545), both Private Limited Companies incorporated under the provisions of the Companies Act, 1956, having their registered office at No.12C, Chakraberia Road (North), Police Station – Ballygunge, Post Office – Ballygunge, Kolkata - 700 020 (3) RISHI ENCLAVE PRIVATE LIMITED (INCOME TAX PAN: AADCR2221C) (CIN:U70101WB2005PTC106534), (4) RISHI COMPLEX PRIVATE LIMITED (INCOME TAX PAN: AADCR2222B) (CIN:U70101WB2005PTC106537), both Private Limited Companies incorporated under the provisions of the Companies Act, 1956, having its registered office at No.12C, Chakraberia Road (North), Police Station – Ballygunge, Post Office – Ballygunge, Kolkata - 700 020 (5)HIMADRI TIEUP PRIVATE LIMITED (INCOME TAX PAN NO: AABCH6469G) (CIN:U51900WB2005PTC106173), (6)KALINDI AGENCY PRIVATE LIMITED (INCOME TAX PAN: AACCK7324C) (CIN:U51109WB2005PTC106174),(7)ANURAG HIRISE PRIVATE LIMITED (INCOME TAX PAN: AAFCA5885K) (CIN:U70101WB2005PTC106539), (8)GURUKUL CONSULTANTPRIVATE LIMITED (INCOME TAX PAN: AACCG5115B) (CIN:U74140WB2005PTC106493), all Private Limited Companies incorporated under the provisions of the Companies Act, 1956, having their registered office at No.12C, Chakraberia Road (North), Police Station – Ballygunge, Post Office – Ballygunge, Kolkata - 700 020, (9)MATRIBHUMI TIEUP PRIVATE LIMITED (INCOME TAX PAN: AAECM5200F) (CIN:U51900WB2005PTC106175), a Private Limited Company incorporated under the provisions of the Companies Act, 1956, having its registered office at No.12C, Chakraberia Road (North), Police Station – Ballygunge, Post Office – Ballygunge, Kolkata - 700 020, (10) UPLINK COMMERCIAL PRIVATE LIMITED (INCOME TAX PAN: AAACU7944G) (CIN:U51900WB2005PTC106170),(11) UMABALA HIRISE PRIVATE LIMITED (INCOME TAX PAN: AAACU7946E) (CIN:U70101WB2005PTC106547), (12) UMABALA INFRASTRUCTURE PRIVATE LIMITED (INCOME TAX PAN: AAACU7945H) (CIN:U70101WB2005PTC106535), all Private Limited Companies incorporated under the provisions of the Companies Act, 1956, having their registered office at 1002, E M Bypass, Front Block, Kolkata - 700 105 Police Station – Pragati Maidan, (13) SIDDHARTH ADVISORY SERVICES PRIVATE LIMITED (INCOME TAX PAN: AAJCS5765L) (CIN:U51109WB2005PTC106495), a Private Limited Company incorporated under the provisions of the Companies Act, 1956, having its registered office at No.12C, Chakraberia Road (North), Police Station – Ballygunge, Post Office – Ballygunge, Kolkata - 700 020, (14) KHAZANA TIEUP PRIVATE LIMITED (INCOME TAX PAN: AACCK7523K) (CIN:U51909WB2005PTC106503), (15)SHREE VINAYAK VILLA PRIVATE LIMITED (INCOME TAX PAN: AAJCS6568H) (CIN:U70101WB2005PTC106536), both Private Limited Companies incorporated under the provisions of the Companies Act, 1956, having their registered office at 8 Camac Street, 5th Floor, Room No. 3A, Police Station – Shakespeare Sarani,

Post Office – Park Street, Kolkata - 700 017,(16)KYAL PROMOTERS LLP (INCOME TAX PAN: AARFK0328A) (LLPIN: AAH-2605), a limited liability partnership firm, carrying on business at 36/1A, Elgin Road, Police Station – Bhowanipur, Post Office – Lala Lajpat Rai Sarani, Kolkata - 700 020 [formerly a private limited company by the name of Kyal Promoters Private Limited which has converted into LLP w.e.f 30/08/2016], (17)KYAL HIRISE LLP (INCOME TAX PAN: AARFK0384Q) (LLPIN:AAH-2591), a limited liability partnership firm, carrying on business at 36/1A, Elgin Road, Police Station – Bhowanipur, Post Office – Lala Lajpat Rai Sarani, Kolkata - 700 020 [formerly a private limited company by the name of Kyal Hirise Private Limited which has converted into LLP w.e.f 30/08/2016], (18)KYAL REALESTATE LLP (INCOME TAX PAN: AARFK0327R) (LLPIN:AAH-2604) a limited liability partnership firm, carrying on business at 36/1A, Elgin Road, Police Station – Bhowanipur, Post Office – Lala Lajpat Rai Sarani, Kolkata - 700 020 [formerly a private limited company by the name of Kyal Realestate Private Limited which has converted into LLP w.e.f 30/08/2016], (19)KYAL RESIDENCY LLP (INCOME TAX PAN:AARFK0385R) (LLPIN:AAH-2603) a limited liability partnership firm, carrying on business at 36/1A, Elgin Road, Police Station – Bhowanipur, Post Office – Lala Lajpat Rai Sarani, Kolkata - 700 020 [formerly a private limited company by the name of Kyal Residency Private Limited which has converted into LLP w.e.f 30/08/2016], (20)KYAL COMPLEX LLP (INCOME TAX PAN: AARFK0386N) (LLPIN: AAH-2572) a limited liability partnership firm, carrying on business at 36/1A, Elgin Road, Police Station – Bhowanipur, Post Office – Lala Lajpat Rai Sarani, Kolkata - 700 020 [formerly a private limited company by the name of Kyal Complex Private Limited which has converted into LLP w.e.f 30/08/2016], (21)KYAL REALTORS LLP (INCOME TAX PAN: AARFK0382J) (LLPIN: AAH-2601) a limited liability partnership firm, carrying on business at 36/1A, Elgin Road, Police Station – Bhowanipur, Post Office – Lala Lajpat Rai Sarani, Kolkata - 700 020 [formerly a private limited company by the name of Kyal Realtors Private Limited which has converted into LLP w.e.f 30/08/2016], (22)LAKSHYA DISTRIBUTORS PRIVATE LIMITED (INCOME TAX PAN: AABCL1583F) (CIN:U51900WB2005PTC106502), a Private Limited Company incorporated under the provisions of the Companies Act, 1956, having its registered office at No.36/1A, Elgin Road, Police Station – Bhowanipur, Post Office – Lala Lajpat Rai Sarani, Kolkata - 700 020, (23)SHEROWALI DISTRIBUTORS LLP (INCOME TAX PAN: ADEFS1908C) (LLPIN: AAH-2595), a limited liability partnership firm, carrying on business at 36/1A, Elgin Road, Police Station – Bhowanipur, Post Office – Lala Lajpat Rai Sarani, Kolkata - 700 020 [formerly a private limited company by the name of Sherowali Distributors Limited which has converted into LLP w.e.f 30/08/2016], (24)PARMATMA TIEUP LLP (INCOME TAX PAN: AATFP1906F) (LLPIN:AAH-2599), a limited liability partnership firm, carrying on business at 36/1A, Elgin Road, Police Station – Bhowanipur, Post Office – Lala Lajpat Rai Sarani, Kolkata - 700 020 [formerly a private limited company by the name of Parmatma Tieup Private Limited which has converted into LLP w.e.f 30/08/2016], (25)STEADFAST TIEUP PRIVATE LIMITED (INCOME TAX PAN: AAJCS6570K) (CIN:U51109WB2005PTC106549), a Private Limited Company incorporated under the provisions of the Companies Act, 1956, having its registered office at No.36/1A, Elgin Road, Police Station – Bhowanipur, Post Office – Lala Lajpat Rai Sarani, Kolkata - 700 020, (26)LIBERAL BARTER LLP (INCOME TAX PAN: AAGFL5508N) (LLPIN:AAH-2602) a limited liability partnership firm, carrying on business at 36/1A, Elgin Road, Police Station – Bhowanipur, Post Office – Lala Lajpat Rai Sarani, Kolkata - 700 020 [formerly a private limited company by the name of Liberal Barter Private Limited which has converted into LLP w.e.f 30/08/2016], (27)SITARA BARTER PRIVATE LIMITED (INCOME TAX PAN: AAJCS6571J) (CIN:U51900WB2005PTC106501), a Private Limited Company incorporated under the provisions of the Companies Act, 1956, having its registered office at No.36/1A, Elgin Road, Police Station – Bhowanipur, Post Office – Lala Lajpat Rai Sarani, Kolkata - 700 020, (28) LILY ADVISORY SERVICES LLP (INCOME TAX PAN: AAGFL4560Q) (LLPIN:AAF-8970) a limited liability partnership firm, carrying on business at 36/1A, Elgin Road, Police Station – Bhowanipur, Post Office – Lala Lajpat Rai Sarani, Kolkata - 700 020 [formerly a private limited company by the name of Lily Advisory Services Private Limited which has converted into LLP w.e.f 10/03/2016], (29)SNEHSIL ADVISORY LLP (INCOME TAX PAN:ADEFS1600F) (LLPIN:AAH-2590) a limited liability partnership

firm, carrying on business at 36/1A, Elgin Road, Police Station – Bhowanipur, Post Office – Lala Lajpat Rai Sarani, Kolkata - 700 020 [formerly a private limited company by the name of Snehsil Advisory Private Limited which has converted into LLP w.e.f 30/08/2016], (30) KYAL HOUSING LLP (INCOME TAX PAN: AARFK0383K) (LLPIN:AAH-2606) a limited liability partnership firm, carrying on business at 36/1A, Elgin Road, Police Station – Bhowanipur, Post Office – Lala Lajpat Rai Sarani, Kolkata - 700 020 [formerly a private limited company by the name of Kyal Housing Private Limited which has converted into LLP w.e.f 30/08/2016], (31)AANCHAL BARJTER PRIVATE LIMITED (INCOME TAX PAN: AAFCA4798K) (CIN:U51900WB2005PTC106366), (32)ADARSH GOODS PRIVATE LIMITED (INCOME TAX PAN: AAFCA479~~7~~4F)(CIN:U51900WB2005PTC106356), (33)ANUBHAV SALES PRIVATE LIMITED (INCOME TAX PAN: AAFCA4795E) (CIN: U51900WB2005PTC106358), (34)NAWYA COMMERCIAL PRIVATE LIMITED (INCOME TAX PAN: AACCN2104K) (CIN: U51900WB2005PTC106359)(35)PIYUSH VINIMAY PRIVATE LIMITED (INCOME TAX PAN: AADCP7443G) (CIN:U51900WB2005PTC106368),(36)PRAKASH VYAPAAR PRIVATE LIMITED (INCOME TAX PAN: AADCP7440F) (CIN:U51900WB2005PTC106365), (37) SPARSH VINIMAY PRIVATE LIMITED (INCOME TAX PAN: AAJCS4641M) (CIN:U51900WB2005PTC106370), all Private Limited Companies incorporated under the provisions of the Companies Act, 1956, having their registered office at 105, Park Street, Police Station – Park Street, Post Office – Park Street, Kolkata - 700 016, (38)AKRITI GOODS PRIVATE LIMITED (INCOME TAX PAN: AAFCA4793C) (CIN:U51900WB2005PTC106362),a Private Limited Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 105, Park Street, Police Station – Park Street, Post Office – Park Street, Kolkata - 700 016, (39)ANMOL BARTER PRIVATE LIMITED (INCOME TAX PAN: AAFCA4797G) (CIN:U51900WB2005PTC106360),(40)ASTHA BARTER PRIVATE LIMITED (INCOME TAX PAN: AAFCA4796H) (CIN:U51900WB2005PTC106367),(41)MEGAMART MERCHANTS PRIVATE LIMITED (INCOME TAX PAN: AAECM7661A) (CIN:U51109WB2005PTC105304), all Private Limited Companies incorporated under the provisions of the Companies Act, 1956, having their registered office at 105, Park Street, Police Station – Park Street, Post Office – Park Street, Kolkata - 700 016, (42) PRINCIPLE VINIMAY PRIVATE LIMITED (INCOME TAX PAN: AADCP9869Q) (CIN:U51109WB2005PTC105357), (43) SARVOTTAM GOODS PRIVATE LIMITED (INCOME TAX PAN: AAJCS4644Q) (CIN:U51900WB2005PTC106369), (44) SHELTER TIE-UP PRIVATE LIMITED (INCOME TAX PAN: AAKCS1403J) (CIN:U51109WB2005PTC104667), (45) UPWARD MERCHANTS PRIVATE LIMITED (INCOME TAX PAN: AAACU8435G) (CIN:U51109WB2005PTC105144), all Private Limited Companies incorporated under the provisions of the Companies Act, 1956, having their registered office at 105, Park Street, Police Station – Park Street, Post Office – Park Street, Kolkata - 700 016, (46)COMPARE VANIJYA PRIVATE LIMITED (INCOME TAX PAN: AACCC8834F) (CIN:U51109WB2005PTC104145),(47)GURUKUL VYAPAAR PRIVATE LIMITED (INCOME TAX PAN:-AACCG6536E) (CIN:U51109WB2005PTC105350),(48)MANTRA VYAPAAR PRIVATE LIMITED (INCOME TAX PAN: AAECM7660B) (CIN:U51109WB2005PTC104664),(49)PROBAL MERCHANTS PRIVATE LIMITED (INCOME TAX PAN: AADCP9867A) (CIN:U51109WB2005PTC104191), (50)ROCKET VANIJYA PRIVATE LIMITED (INCOME TAX PAN: AADCR3739F) (CIN:U51109WB2005PTC104192),(51)CREEK VANIJYA PRIVATE LIMITED (INCOME TAX PAN: AACCC8832D) (CIN:U51109WB2005PTC104186), (52)INNOVATIVE VINIMAY PRIVATE LIMITED (INCOME TAX PAN: AABCI5600C) (CIN:U51109WB2005PTC105210), all Private Limited Companies incorporated under the provisions of the Companies Act, 1956, having their registered office at 105, Park Street, Police Station – Park Street, Post Office – Park Street, Kolkata - 700 016, (53)MUMPEE MERCHANTS PRIVATE LIMITED (INCOME TAX PAN: AAECM7662D) (CIN:U51109WB2005PTC105175), (54) SAMPARK VINIMAY PRIVATE LIMITED (INCOME TAX PAN: AAJCS4642J) (CIN:U51109WB2005PTC106357), (55) VERTICAL VINIMAY PRIVATE LIMITED (INCOME TAX PAN: AACCV3057F) (CIN:U51109WB2005PTC105140), (56)SAMAY BARTER PRIVATE LIMITED (INCOME TAX PAN: AAJCS4643K) (CIN:U51900WB2005PTC106361), all Private Limited Companies incorporated under the provisions of the Companies Act, 1956, having their registered office at 105, Park Street, Police Station – Park Street, Post Office – Park Street, Kolkata - 700 016, (57)PRAMAAN DISTRIBUTERS PRIVATE LIMITED

(INCOME TAX PAN: AADCP7441E) (CIN:U51900WB2005PTC106364),(58)PRAVAAH VYAPAAR PRIVATE LIMITED (INCOME TAX PAN: AADCP7442H) (CIN:U51900WB2005PTC106363),(59) SENSITIVE VYAPAAR PRIVATE LIMITED (INCOME TAX PAN: AAKCS1399B) (CIN:U51109WB2005PTC105143), (60) HAMRAHI CONSULTANTS PRIVATE LIMITED (INCOME TAX PAN: AABCH7378G) (CIN:U74140WB2005PTC103724),all Private Limited Companies incorporated under the provisions of the Companies Act, 1956, having their registered office at 105, Park Street, Police Station – Park Street, Post Office – Park Street, Kolkata - 700 016, (61)P S INNS PRIVATE LIMITED (INCOME TAX PAN: AABCP4805C) (CIN:U55101WB1987PTC043303), a Private Limited Company incorporated under the provisions of the Companies Act, 1956, having its registered office at No.12C, Chakraberia Road (North), Police Station – Ballygunge, Post Office – Ballygunge, Kolkata - 700 020, (62)UDAY INFOTECH PRIVATE LIMITED (PAN NO: AABCU0640C) (CIN:U72900WB2009PTC132814), a Private Limited Company incorporated under the provisions of the Companies Act, 1956, having its registered office at No.36/1A, Elgin Road, Police Station – Bhowanipur, Post Office – Lala Lajpat Rai Sarani, Kolkata - 700 020, (63)SHAILJA INFRASTRUCTURE DEVELOPERS PRIVATE LIMITED (INCOME TAX PAN: AAMCS0788E) (CIN:U45400WB2008PTC123252), a Private Limited Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 105, Park Street, Police Station – Park Street, Post Office – Park Street, Kolkata - 700 016, (64) SHAILJA DEVELOPERS PRIVATE LIMITED (INCOME TAX PAN: AAMCS0789F) (CIN:U45400WB2008PTC123251),a Private Limited Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 105, Park Street, Police Station – Park Street, Post Office – Park Street, Kolkata - 700 016, all aforesaid parties No. 1 to 64 are represented by their duly constituted Attorney namely MR. ARUN KUMAR SANCHETI), son of Mr. Sumermal Sancheti, residing at 26B, Camac Street, Kolkata – 700 017, Police Station – Park Street, Post Office – Park Street,, having Permanent Account No. AKOPS4951L (Mobile No. 9830034564),and all aforesaid parties No.1 to 64 are hereinafter collectively referred to as the PART IOWNERS

(65) SNOWFALL VINIMAY PRIVATE LIMITED (INCOME TAX PAN: AALCS9691P) (CIN:U51109WB2008PTC125514), (66) IMPROVE SUPPLIERS PRIVATE LIMITED (INCOME TAX PAN: AABCI8878A) (CIN:U51109WB2008PTC125522), both Private Limited Companies incorporated under the provisions of the Companies Act, 1956, having their registered office at 48A, Park Street, Police Station – Shakespeare Sarani, Post Office – Park Street, Kolkata - 700 016, , (67) PREMIUM AGENCIES PRIVATE LIMITED (INCOME TAX PAN: AAECP6703A) (CIN:U51109WB2008PTC125409), (68) ALANKAR VINTRADE PRIVATE LIMITED (INCOME TAX PAN: AAHCA0465D) (CIN:U51109WB2008PTC125520), both Private Limited Companies incorporated under the provisions of the Companies Act, 1956, having their registered office at 48A, Park Street, Police Station – Shakespeare Sarani, Post Office – Park Street, Kolkata - 700 016, (69) GREENLINE TIE-UP PRIVATE LIMITED (INCOME TAX PAN: AADCG1555C) (CIN:U51909WB2008PTC125416), a Private Limited Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 48A, Park Street, Police Station – Shakespeare Sarani, Post Office – Park Street, Kolkata - 700 016, [70] FAIRPLAN MARKETING PRIVATE LIMITED (INCOME TAX PAN: AABCF2287L) (CIN:U51109WB2008PTC125523), a Private Limited Company incorporated under the Companies Act, 1956, having their Registered Office at 48A, Park Street, Police Station – Shakespeare Sarani , Post Office – Park Street, Kolkata - 700 016, (71) SILVERLINE SUPPLIERS PRIVATE LIMITED (INCOME TAX PAN: AALCS9692Q) (CIN:U51909WB2008PTC125071), (72) EVEREST VINCOM PRIVATE LIMITED (INCOME TAX PAN: AABCE9752D) (CIN:U51909WB2008PTC125415), (73) SUNBRIGHT TRADELINKS PRIVATE LIMITED (INCOME TAX PAN: AALCS9690N) (CIN:U51109WB2008PTC124936), (74) KARISHMA TIE-UP PRIVATE LIMITED (INCOME TAX PAN: AADCK3786D)(CIN:U51909WB2008PTC125054) AND (75) GOLDMINE DISTRIBUTORS PRIVATE LIMITED (INCOME TAX PAN: AADCG1557A) (CIN:U51109WB2008PTC125400), all Private Limited Companies incorporated under the provisions of the Companies Act, 1956, having their registered office at 109, Park Street, Police Station – Park Street, Post Office – Park Street, Kolkata - 700 016, all

aforesaid Parties No. 65 to 75 are represented by their duly constituted attorney namely MR. ARUN KUMAR SANCHETI), son of Mr. Sumermal Sancheti, residing at 26B, Camac Street, Kolkata – 700 017, Police Station – Park Street, Post Office – Park Street,, having Permanent Account No. AKOPS4951L (Mobile No. 9830034564),and all aforesaid parties No.65 to 75 are,hereinafter collectively referred to as the PART IIOWNERS

the aforesaid Part – I Owners and Part-II Owners are hereinafter collectivelyreferred to as "OWNERS" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the ONE PART

AND

[If the Allottee is a company]

(CIN No. [___]) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having its registered office at [___] (PAN [___]), represented by its authorized signatory, (Aadhaar No. [___]) duly authorized vide board resolution dated [___], hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the OTHER PART.

[OR]

[If the Allottee is a Partnership]

[___], a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at [___] (PAN [___]), represented by its authorized partner (Aadhaar No. [___]) duly authorized vide hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns), of the OTHER PART.

[OR]

(1) _____ [PAN: _____] (Mobile No._____), son/wife/daughterof _____AND (2) _____ [PAN: _____] (Mobile No. _____), son/wife/daughter of _____,both residing at _____ hereinafter called the "Allottees" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the OTHER PART.

[OR]

[If the Allottee is a HUF]

Mr. [___], (Aadhaar No. [___]), son of [___] aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at [___] (PAN [___]), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the OTHER PART.

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

WHEREAS:

A. By a Deed of Conveyance dated 3rd January, 2006, registered at the Office of the Additional District Sub Registrar, Behala, in Book No. I, CD Volume No. 12, Pages 3706 to 3756, Being No. 04577 for the year 2008 the Owners No.1 to 60 herein jointly purchased and acquired from the Vendors named therein ALL THAT the pieces and parcels of Land containing an area of 19 Bigha 16 Cottah 3 Chittack, be the same a little more or less, situate lying at Mouza - Punja Sahapur, J. L. No. 9, Touzi Nos. 159, 206 and 210, Police Station - Behala, Sub Registry Office Behala, being Part of Premises No. 180A, Kabi Guru Sarani, Kolkata, Ward No. 118 (hereinafter referred to as the ENTIRE FIRST PLOT OF LAND , comprised in:

R. S. KHATIAN NO.	DAG NO.	AREA IN DECIMAL
531	281	253
561/533	279	32
561/533	280	71
561/533	281/636	14
561/533	279/634	95
231/1	292	11.5
231/1	279/631	48
500/501	274/690	13
437	278	65
181	279/632	40
182	279/633	17
	T O T A L	659.5

Each of the Owners No.1 to 60 acquired undivided 1/60th share or interest therein.

B. AFTER acquiring the said Entire First Plot of Land by virtue of the aforesaid recited Deed of Conveyance it was found that the total area of land forming part of the said Entire First Plot of Land was in fact only 580 decimals (more or less) equivalent to 2,52,594 sq. ft. (more or less) and as such for the purpose of rectification of such errors which had taken place in the said Deed of Conveyance dated 3rd January 2006, the said mistakes and/or errors were duly rectified by executing three registered Deeds of Declaration details whereof are as follows:

Sl. No.	Date	Being No. & Year	Book No.	CD Vol. No.	Pages	Registrar
1	26.02.09	2550 / 2009	I	8	4638-4651	ADSR, Behala, South 24 Pgs;
2	24.07.09	2655 / 2009	I	9	4589-4604	DSR-II, South 24 Pgs;
3	05.12.09	6063 / 2009	I	23	1744-1785	DSR-II, South 24 Pgs;

C. THEOwnersNo. 1 to 60 duly applied to the Assessor Collector, South Suburban Unit, Kolkata Municipal Corporation, 1 Diamond Harbour Road, Kolkata 700 034 for mutation of their names in respect of the said First Plot of Land and their names were duly mutated and the said First Plot of Land was numbered as Municipal Premises No.49A Manmohan Banerjee Road, Kolkata and allotted with Assessee Number 41-118-07-0090-4

D. OUT of the said 580 decimals of land (more or less) equivalent to 2,52,594 sq. ft. (more or less) forming part of the Entire First Plot of Land, the Owners No. 1 to 60 have sold and transferred by four registered Deeds of Conveyances all dated 22nd March 2011 all registered at the office

of the District Sub Registrar-II, Alipore, details whereof are hereunder written ALL THATthe piece and parcel of Land containing an area of 0.53 [point five three] Acre equivalent to 23086 sq. ft., be the same a little more or less, comprisedin R. S. Dag Nos. 292 (0.28 Acre) and 274/690 (0.25 Acre) under R. S. Khatian Nos. 231/1 and 500/501, situate lying at Mouza - Punja Sahapur, J. L. No. 9, Touzi Nos. 159, 206 and 210, Police Station - Behala, Sub Registry Office Behala, Sub Registry Office Behala, being part of Premises No. 49A, Manmohan Banerjee Road, Kolkata,withinthe Municipal limits of Ward No. 118, of the Kolkata Municipal Corporation, in the District of South 24 Parganas:

Sl.	Being No.	Year	Registrar	Buyer	Dag No.
1	3429	2011	DSR-II, Alipore	Tara Maa Vyapaar Pvt. Ltd., & Anr.	50% of 25 Decimal in Dag No. 274/690
2	3430	2011	DSR-II, Alipore	Shagun Realdev Pvt. Ltd., & Anr.,	25% of 25 Decimal in Dag No. 274/690 and 25% of 28 Decimal in Dag No. 292
3	3431	2011	DSR-II, Alipore	Kasauti Vyapaar Pvt. Ltd., & Anr.,	25% of 25 Decimal in Dag No. 274/690 and 25% of 28 Decimal in Dag No. 292
4	3432	2011	DSR-II, Alipore	Tara Maa Vyapaar Pvt. Ltd., & Anr.	50% of 28 Decimal in Dag No. 292

E. UPON sale and transfer of various parts and portions of the said First Plot of Land by the Owners No.1 to 64 as above, the Owners Nos. 1 to 64 thus continued to remain the owners in respect of ALL THAT the pieces and parcels of Land containing an area of 5.27 [five point two seven] Acre, equivalent to 2,29,562 Square feet or 15 (Fifteen) Bigha 18 (Eighteen) Cottah 13 (Thirteen) Chittack 17 (Seventeen) square feet, be the same a little more or less, situate lying at Mouza - Punja Sahapur, J. L. No. 9, Touzi Nos. 159, 206 and 210, Police Station - Behala, Sub Registry Office Behala, Sub Registry Office Behala, being Part of Premises No. 49A, Manmohan Banerjee Road, Kolkata, within the Municipal limits of Ward No. 118, of the Kolkata Municipal Corporation, in the District of South 24 Parganas, comprised in:-

R.S. Dag Nos.	R.S. Khatian Nos.	Area in Decimal
279/632	182	40
279/633	231/1	8
281/635	231/1	9
281/1237	179	15
281/1236	531	130

279	531	32
280	531	71
281/636	531	14
279/634	531	95
279/631	231/1	48
278	531/1284 & 531/1289	65
	Total	5.27 Acre equivalent to 2,29,562 Square Feet or 15 (Fifteen) Bigha 18 (Eighteen) Cottah 13 (Thirteen) Chittack 17 (Seventeen) square feet

hereinafter referred to as the FIRST PLOT OF LAND

F. BY another Deed of Conveyance dated 24th July, 2008 duly registered with the Office of the ADSR, Behala, in Book No. I, CD Volume No. 22, Pages 7346 to 7393, under Being No. 08752 for the year 2008 the Owners Nos. 65 to 75 jointly purchased and acquired ALL THAT piece and parcel of Land measuring 4 [four] Bigha 3 [three] Cottah 9 [nine] Chittack 24 [twenty four] Square Feet, equivalent to 60,189 Square Feet, be the same a little more or less, comprised in Dag Nos. 281 and 281/692 under Khatian No. 531, 179 and 180 in Mouza - Punja Sahapur, J. L. No. 9, Touzi No. 93, R. S. No. 180, , Police Station - Behala, Sub Registry Office Behala, Sub Registry Office Behala, being Part of Premises No. 180A, Kabi Guru Sarani, Kolkata, within the Municipal limits of Ward No. 118, of the Kolkata Municipal Corporation, in the District of South 24 Parganas (hereinafter referred to as the SECOND PLOT OF LAND)

G. AFTER acquiring the said Second Plot of Land the Owners No. 65 to 75 jointly applied to the Office of the Assessor Collector, South Suburban Unit, Kolkata Municipal Corporation, 1, Diamond Harbour Road, Kolkata - 700 034 for mutation of their name in respect of the saidSECOND PLOT OF LANDand the KMC had approved and allotted Assessee Number 411180606330 to the said Second Plot of Land;

H. WITH the common intent of undertaking integrated development of the said First Plot of Land and Second Plot of Land, the Owners caused the said First Plot of Land and Second Plot of Land to be amalgamated and consequent to such amalgamation the same has been numbered as Municipal Premises No.49A Manmohan Banerjee Road, Behala, Kolkata containing by estimation an area of 20 Bigha 2 cottahs 6 chittacks and 41 sq. ft. equivalent to 2,89,751 sq.ft. (more or less)

I. THEOwners No. 61 to 64 by three registered Deeds of Conveyance all dated 15th July 2009 and all registered at the office of the District Sub Registrar-II, Alipore being Nos. 2499, 2500 and 2501 for the year 2009 purchased and acquiredALL THAT the piece and parcel of Land measuring 17 [Seventeen] Cottah 6 [Six] Chittack 36 [thirty six] Square Feet, Police Station - Behala, Sub Registry Office Behala, Sub Registry Office Behala, being part of Premises No. 181, Kabi Guru Sarani, 181E Kabi Guru Sarani and 181F Kabi Guru Sarani,Kolkata within the Municipal limits of Ward No. 118, of the Kolkata Municipal Corporation, in the District of South 24 Parganas, (hereinafter called and referred to as the THIRD PLOT OF LAND)

J. BY another Deed of Conveyance Deed dated 20th December, 2011 duly registered with the Office of the ARA-I, Kolkata, in Book No. I, CD Volume No. 25, Pages 5290 to 5319, under Being

No. 11425 for the year 2011 the Owners No. 1 to 60 belonging to Part I Owner group and Owner No. 65 to 75 belonging to Part II Owner group jointly purchased and acquired ALL THAT piece and parcel of Land measuring 1 [One] Bigha 1 [One] Cottah 12 [twelve] Chittack 22 [twenty two] Square Feet, equivalent to 15,682 Square Feet, be the same a little more or less, comprised in Dag No. 293 under Khatian No. 1425 in Mouza - Punja Sahapur, Pargana-Magura, J. L. No. 9, Touzi No. 159, 206 and 210 R. S. No. 180, , Police Station - Behala, Sub Registry Office Behala, Sub Registry Office Behala, being Premises No. 41, Manmohan Banerjee Road, Kolkata, within the Municipal limits of Ward No. 118, of the Kolkata Municipal Corporation, in the District of South 24 Parganas, (hereinafter referred to as the FOURTH PLOT OF LAND)

K. FOR the sake of undertaking integrated development of the said First Plot of Land, Second Plot of Land, Third Plot Of Land and the Fourth Plot of Land the Owners caused all the said plots to be amalgamated and which upon amalgamation has since been numbered as Municipal Premises No.49A Manmohan Banerjee Road, Behala, Kolkata - 700 038 containing by estimation an area of 22 Bighas 1 cottah 10 chittacks and 9 sq.ft. equivalent to 3,17,979 sq. ft. (more or less) (hereinafter referred to as the said ENTIRE LAND)

L. BY a Deed of Conveyance dated 30th July 2013 executed by and between the Owners and P S Highrise Pvt. Ltd. therein and registered in the Office of DSR –II, South 24 Parganas in Book No.1, CD Volume No. 17, Pages 9389 to 9420, Being No. 08825 for the year 2013, the Owners for the consideration mentioned therein sold transferred and conveyed out of the said Entire Land ALL THAT the piece and parcel of land containing by estimation an area of 1 cottah (more or less) comprised in Dag Nos. 288(Part) and 289(Part) appertaining to Khatian Nos. 1502, 1503, 1504 in Mouza Punja Sahapur, J.L No. 9 (hereinafter referred to as the EXCLUDED AREA) which has since been numbered as Premises No. 49A/3 Manmohan Banerjee Road, Behala, Kolkata and continued to remain as the absolute owners of the remaining part of portion of the said Entire Land.

M. IN as much as the said Excluded Area so sold and transferred in favour of P.S. Highrise Pvt. Ltd. was cutting across the said Entire Land the said Entire Premises was divided into three lots whereby a part or portion of the said Entire Land containing by estimation an area of 7.01 acres (more or less) equivalent to 3,05,433sq. ft. (more or less) however physical measurement is found to be 2,96,974.99 sq. ft.,continued to belong to the Owners and continued to be numbered as Municipal Premises No.49A Manmohan Banerjee Road, Kolkata (hereinafter referred to as the said LAND more fully and particularly mentioned and described in the Part – I ofSCHEDULE'A' hereunder written) and the said Excluded Area has since been numbered as Municipal Premises No. 49A/3 Manmohan Banerjee Road, Behala, Kolkata and the remaining 27 decimals of land (more or less) equivalent to 11,758 sq. ft. (more or less) forming part of the said Entire Land(hereinafter referred to as the SEPARATED AREA) has since been numbered as Municipal Premises No.49A/4 Manmohan Banerjee Road, Behala, Kolkata.

N. AT present, it is the intention of the Parties, to carry of the development work only in respect of Municipal Premises No.49A, Manmohan Banerjee Road, Behala, Kolkata and that the Owners and PS Highrise Pvt. Ltd. will allow the said 27 decimals of land (more or less) equivalent to 11,758 sq. ft. (more or less) forming part of Municipal Premises No. 49A/3 Manmohan Banerjee Road, Behala, Kolkata (the said SEPARATED AREA) and 1 Cottah of land (more or less) forming part of Municipal Premises No. 49A/4 Manmohan Banerjee Road, Behala, Kolkata (the said EXCLUDED AREA) to be used as a passageway for the said housing project subject to conditions hereinafter appearing.

O. The Owner and the Promoter have entered into a development agreement dated 26th May 2015 registered at the office of Addl. Registrar of Assurances – I Kolkata, and recorded in Book No. I, Volume No. 1901-2015 Pages 22676 to22803 Being No. 190105352 for the year 2015 ("Development Agreement") for the purpose of development by the Promoter a real estate project over the Land. The Owner has also granted to the Promoter a power of attorney dated 6th July, 2015 registered at the office of the ARA-III, Kolkataand recorded in Book No.IV, CD Volume No. 1903-2015 Page from 69770 to 69844 Being No. 5354 for the year 2015 ("POA").

P. The Land is earmarked for the purpose of building a "Residential" project comprising 5 number of towers/building havingBlock No. I is to comprise of Basement, Ground plus eleven upper floors, Block No. II and III are to comprise of Basement, Ground plus twelve upper floors and the Block No. IV is to comprise Basement, Ground plus Twelve upper floors and Block No. V is to comprise Basement, Ground plus Eleven upper floors("Building") and having Units of various sizes and specifications and the said project shall be known as "VYOM" ("Project");

Q. In terms of the Development Agreement and the POA, the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner regarding the Land on which Project is to be constructed have been completed;

R. The Promoter has intimated the Building Department of Kolkata Municipal Corporation about the commencement of work at the said Land vide a Letter dated 7th day of October, 2015;

S. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the units and the building from Concerned Authority.The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

T. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkataon 30/09/2018 under registration no. HIRA/P/KOL/2018/000033~~under registration no. _____~~;

U. The Allottees had applied for a Unit in the Project vide application no. _____ dated _____ and has been allotted the Unit no. ****Together with Servant Quarter 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)	

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Block/Building No.!!!, on +++ floor in the Building ("Unit") along with ___ number of open/covered car parking space bearing no. ___in the ground floor/in the basement, ("Garage") as permissible under the applicable law and of pro rata share in the Common Areas (*defined hereinafter*) (the Unit and Garage hereinafter collectively referred to as the "Apartment", more particularly described in Part II of Schedule Aand the floor plan of the

Apartment are annexed hereto and marked as Schedule B);

V. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. On demand from the Allottees, the Promoter has given inspection to the Allottees of all the documents of title relating to the Land and the plans, designs and specifications prepared by the Promoter's Architects Messrs Agarwal & Agarwal and of such other *documents* as are specified under the Act.

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

X. 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;

Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment on ownership basis and the garage/covered parking (if applicable) as specified in Recital H.

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:

DEFINITIONS AND INTERPRETATIONS

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 U;

“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;

“Application Money” shall have the meaning ascribed to it in Clause 1.11;

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

"Booking Amount" shall mean 10% of the Total Consideration of the Apartment which includes the Application Money;

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

"Building Common Areas" shall mean with respect to the Tower, the areas, facilities and amenities specified in Schedule[E] which are to be used and enjoyed in common with all the other Apartment Acquirers of the Units in the Building; and

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

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

"Common Areas" shall mean collectively the areas, amenities and facilities specified in Schedule E for the common use and enjoyment of all the Allottees/occupiers of the Project;

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

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

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

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

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

"Extras & Deposits" shall mean the costs and deposits specified in Clause 1.2 herein to be paid by the Allottees to the Promoter in the manner hereinafter provided;

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

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

"Mutual Easements and Reserved Matters" shall mean the easements and rights specified in Schedule [H] 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 H;

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

"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 Project, being a Flat and the expression "units" shall be construed accordingly.

B. Interpretation

1.2.1 Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.

1.2.2 Words in singular shall include the plural and vice versa.

1.2.3 Reference to a gender includes a reference to all other genders.

1.2.4 A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;

1.2.5 Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;

1.2.6 The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and

1.2.7 Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottees and the Allottees hereby agrees to purchase the Apartment as specified in Recital H.

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

Apartment No.****	Rate of Apartment per square foot of

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Type ___ BHK Floor +++	carpet area : Rs._____/-
Cost of apartment	Rs._____/-
Cost of exclusive balcony or verandah areas	Rs._____/-
Cost of exclusive open terrace	Rs._____/-
Preferential Location Charges	N.A.
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- 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 Promoterin making arrangement with CESC Ltd. for providing and installing transformer at the said Project. Provided the Allottees shall pay the Deposit to CESC Ltd. directly on account of Individual Meter.	Rs._____/-
Legal and Documentation Charges	Rs._____/-
Association Formation Charges	Rs._____/-
Diesel Generator Power Backup- Generator charges for limited back up	Rs._____/-
VRV Air Conditioning Charges	Rs._____/-
Club Maintenance Deposit	Rs._____/-

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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._____/- + Amounts on actuals**

Option 1: Minimum Generator Load (For Lighting & Fan only – 80% Diversity): 3 BHK – 2 KVA, 4 BHK –2.5 KVA, 4 BHK DUPLEX – 3.5 KVA & 5 BHK DUPLEX – 4 KVA.

Option 2: Minimum Generator Load for Lighting & Fan (80% Diversity) & AC Load (60% Diversity): 3 BHK – 6.5 KVA, 4 BHK –9 KVA, 4 BHK DUPLEX – 10 KVA & 5 BHK DUPLEX – 14 KVA

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~~The Total Taxes (GST and/or Service Tax) paidin respect of Apartment is Rs._____/- (Rupees _____) only ("Total Tax")however the Total GST does not include the GST payable on the extras and deposit computed on actuals. The Allottee undertakes and confirms to pay GST on the extras and deposits payable on actuals as and when such amount is ascertained and duly intimated by the Promoter~~.

Explanation:

i. *The Total* Consideration of Apartment*above includes the booking amount paid by the Allottees to the Promoter towards the [Apartment];*

ii. *The Total* Consideration of Apartment, Total Tax and the Total Extras & Deposits as mentioned in clause 1.2.1, 1.2.2 and 1.2.3 *above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the Allottees and the project to the association of allottees or the, competent authority, as the case may be, after obtaining the completion certificate:*

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottees;

Provided further that the amount in respect of the Individual Electricity Meter Deposit shall be paid by the Allottees directly to the concerned

Electricity Department

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

iv. *The Total* consideration of Apartment, Total Taxes and the Total Extras and Deposits as mentioned in Clause 1.2.1, 1.2.2 and 1.2.3*includes interalia recovery of price of land, construction of the Apartment, if any, the Common Areas, internal development charges, external development charges, taxes, maintenance charges etc. 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 Allottees to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding

1.2 The Total consideration of Apartment, Total Taxes and the Total Extras and Deposits as mentioned in Clause 1.2.1, 1.2.2 and 1.2.3is escalation-free, save and except increases which the Allottees hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the Allottees.

1.3 The Allottee(s) shall make the payment as per the payment plan set out in Schedule [C] ("Payment Plan").

1.4 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule [D] (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment, or Building, as the case may be, without the previous written consent of the Allottees as per the provisions of the Act:

Provided that the Promoter may make such minor additions or alterations as may be required

by the Allottees, or such changes or alterations as per the provisions of the Act.

1.5 The Promoter shall confirm to the net areathat has been allotted to the Allottees after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the net area. The Total consideration of Apartment, Total Taxes and the Total Extras and Deposits as mentioned in Clause 1.2.1, 1.2.2 and 1.2.3payable for the net area 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 Allottees within 45 (forty-five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottees. If there is any increase more than 3% in the carpet area allotted to Allottees, the Promoter may demand that from the Allottees as per the next milestone of the Payment Plan, with annual interest at the rate prescribed in the Rules, from the date when such amount was due. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.6 In case of any dispute on the measurement of the Net area, the same shall be physically measured after removing all finishes that have been applied/ fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Net area.

1.7 Subject to Clause 9.3, the Promoter agrees and acknowledges, the Allottees shall have the right to the Apartment as mentioned below:

(i) The Allottees shall have exclusive ownership rights of the Unit and the Garage;

(ii) The Allottees shall also have the right of use of undivided proportionate share in the rights of the Common Areas. Since the share interest of Allottees in the Common Areas is undivided and cannot be divided or separated, the Allottees shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the Association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii) The Allottees have the right to visit the project site to assess the extent of development of the Project and his Apartment, as the case may be, upon giving prior intimation of 3 (three) days to the Promoter. The Promoter including Project staffs shall not be liable for any untoward incident or accident.

(iv) The Promoter will not entertain any request for modification in the layouts of the Apartment and external facade of the Building(s) and Common Areas including common facilities and amenities.

1.8 It is made clear by the Promoter and the Allottees agree that the Apartment along with the Garage shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottees. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the allottees of the Project.

1.9 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, 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.

1.10 Out of the Booking Amount, the Allottees have paid a sum of Rs. [___]/- (Rupees [___]_____ only) as application money ("Application Money") at the time of applying for the Apartment, the receipt of which the Promoter hereby acknowledges. On or before the Effective Date the Allottee have paid the balance Booking Amount of Rs. [___]_____/- (Rupees [___]_____ only). The Booking Amount forms part of the Total consideration of Apartment, Total Taxes and the Total Extras and Deposits as mentioned in Clause 1.2.1, 1.2.2 and 1.2.3and the Allottees hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottees delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottees shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of [PS SRIJAN ESTATE LLP] payable at [Kolkata].

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottees shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to

the Promoter immediately and comply with necessary formalities if any under the Applicable Laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottees and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottees only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottees and the common areas to the Association or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottees have seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities (annexed along with this Agreement) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project 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 the such authorities and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the Apartment

The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allotteesand the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on 30thday of April 2020 subject to a further grace period of 6 (six) months unless there is delay or failure due to Force Majeure. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottees agree that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment. However, if the said Apartment is made ready prior to the Completion Date, the Allottees undertakes and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottees are linked inter alia to the progress of construction, and the same is not a time linked plan

Provided that such Force Majeure conditions are not of a nature which make it impossible for

the contract to be implemented. The Allottees agree and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottees the entire amount (less any taxes collected from the Allottees) received by the Promoter, from the allotment within 45 (forty-five) days from that date. The Promoter shall intimate the Allottees about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottees, the Allottees agree 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 Allottees shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

7.2 Procedure for taking possession

Upon obtaining the completion/occupancy certificate from the competent authority and subject to the Allotteesare not in breach of any of his obligations under this Agreement, the Promoter shall offer in writing the possession of the Apartment, to the Allottees in terms of this Agreement to be taken within 2 (two) months from the date of issue of completion/occupancy certificate. [Provided that, in the absence of local law, the deed of Conveyance in favour of the Allottees shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottees, after taking possession, agree(s) to pay the Maintenance Charges as determined by the Promoter/Association, as the case may be, after the issuance of the completion certificate for the Project. The Promoter shall hand over the photo copy completion/occupancy certificate of the Apartment to the Allottees at the time of conveyance of the same.

7.3 Failure of Allotteesto take Possession of Apartment

Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottees shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as required and the Promoter shall give possession of the Apartment to the Allottees. In case the Allottees fail to take possession within the time provided in Clause 7.2, such Allottees shall continue to be liable to pay Maintenance Charges as specified in Clause 7.2 ("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 Allottees takes the possession of the apartment.

7.4 Possession by the Allottees

After obtaining the completion/occupancy certificate 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 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 Allottees

(i) The Allottees 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 Allottees proposes to cancel/withdraw from the project without any fault of the Promoter, the Allottees 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 Allottees shall, subject to clause 7.5(iii) below, be returned by the Promoter to the Allottees 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 Allottees proposes to cancel/withdraw from the Project without any fault of the Promoter then in such event the Allottees shall be entitled to exercise such right of termination only if on the date when the Allottees so expresses his intent to terminate this Agreement, the Total consideration of Apartmentthen prevailing for transfer of an Apartment in the Project is not less than the Total consideration of Apartmentpayable by the Allottees under this Agreement, and the Allottees agree(s) and undertake(s) that the decision of the Promoter in this regard shall be final and binding on the Allottees.

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

7.6 Compensation

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

(i) The Owner has absolute, clear and marketable title with respect to the Land; the requisite rights to carry out development upon the Land and absolute, actual, physical and legal possession of the Land for the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

(iii) There are no encumbrances upon the Land or the Project as on the Effective Date;

(iv) There are no litigations pending before any Court of law or Authority with respect to the Land, Project or the Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times remain to be in compliance with all Applicable Laws in relation to the Project, said Land, Building and Apartment and Common Areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottees created herein, may prejudicially be affected;

(vii) The Owner/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 Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottees under this Agreement;

(viii) The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from transferring the ownership rights of the Apartment to the Allottees in the manner contemplated in this Agreement;

(ix) At the time of execution of the deed of conveyance the Promoter shall hand over lawful, vacant peaceful, physical possession of the Apartment to the Allottees and the Common Areas to the Association or the competent authority, as the case may be;

(x) The Land 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 Land;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of Apartment along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottees and the Association or the competent authority, as the case may be; and

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) Promoter fails to provide ready to move in possession of the Apartment to the Allottees within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the

Parties, and for which occupation certificate and completion certificate, 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 made thereunder.

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

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

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

Provided that where the Allottees do 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 Allottees within 45 (forty-five) days of it becoming due.

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

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

(i) In case the Allottees fail to make any of the payments within the due dates as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottees shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules. The parties agree and acknowledge that in addition to the interest, in case of every second instance of delayed payment, the Allottees in all fairness shall be responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2% per instance of the delayed payment in the current financial year and shall be revised on 1st April of each year as per the rate of Reserve Bank of India's consumer price index)

(ii) In case of default by Allottees under the condition listed above continues for a period beyond 1 (one) month after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottees and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottees shall, subject to second proviso below, be returned by the Promoter to the Allottees within 12 (twelve) months

of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. 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 Allottees 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 Allottees shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

(iii) The Allottees agree 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 Allottees does or omits to do any act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement. In case of such a default by Allottees, after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottees and forfeit an amount equal to the Cancellation Charges and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottees shall be, subject to proviso below, be returned by the Promoter to the Allottees within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. 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 Allottees shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions

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

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

10. DEED OF CONVEYANCEOF THE SAID APARTMENT:

The Promoter, on receipt of Total consideration of Apartment, Total Taxes and the Total Extras and Deposits as mentioned in Clause 1.2.1, 1.2.2 and 1.2.3under the Agreement from the Allottees, shall execute a deed of conveyance and convey the ownership rights of the Apartment together with the right to use the proportionate indivisible undivided share in the Common Areas within the time period as stated in local laws, to the Allottees.

Provided that, in the absence of local law, the deed of conveyance in favour of the Allottees shall be carried out by the Promoter within 3 (three) months from the date of issue of completion/occupancy certificate. However, in case the Allottees fail to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottees authorizes the Promoter to withhold registration of the deed of conveyance in his/her favour till payment of stamp duty arid registration charges to the Promoter is made by the Allottees.

The deed of conveyance shall be drafted by the Solicitors/Advocates of the Promoter and shall be in such form and contain such particulars as may be approved by the Promoter. No request for any changes whatsoever in the deed of conveyance will be entertained by the Promoter unless such changes are required to cure any gross mistake or typographical or arithmetical error.

11. MAINTENANCE OF THE BUILDING /APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Extras and Deposits as mentioned in clause 1.2.2of the Apartment. In case the formation of the Association is delayed due no fault of the Promoter; the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals.

12. DEFECT LIABILITY:

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/Association shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottees agree to permit the Promoter/ Association and/or

maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

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

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottees 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, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottees further undertake, assure and guarantee that they 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 Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottees shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottees shall also not remove any wall including the outer and load bearing wall of the Apartment.

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

16. DISHONOUR OF PAYMENT INSTRUMENTS

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottees for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottees of the dishonour of the cheque and the Allottees would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 5000/- (Rupees Five Thousand only) (for each dishonour). In the event the said Demand Draft is not

tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottees come forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

17. RAISING OF FINANCE BY ALLOTTEES

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

18. RAISING OF FINANCE BY PROMOTER

The Allottees understand and acknowledge that the said Land has been mortgaged by the Promoter to LIC of India for securing the Loan availed by the Promoter for the purpose of construction of the Project on the said Land and the Allottees take notice that they is/are required to obtain a No Objection Certificate from LIC of India for creation of any encumbrances on the said Land. The Allotees agrees and undertakes that he/she/they shall not create any encumbrances over the said Apartment till such time an NOC in writing is received from LIC of India.

19. DEEMED POSSESSION

It is understood by the Allottees that even if the Allottees fail to take possession of the Apartment within the date such possession is offered by the Promoter, the Allottees shall be deemed to have taken possession on the 15 days from the date of such notice which date, for all purposes and irrespective of the actual date when the Allottees takes physical possession of the Apartment, will be deemed to be the possession date ("Possession Date").

On and from the Possession Date:

(i) The Apartment shall be at the sole risk and cost of the Allottees and the Promoter shall have no liability or concern thereof;

(ii) The Allottees shall become liable to pay the Maintenance Charges in respect of the Apartment and the Common Areas on and from the Possession Date;

(iii) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottees proportionate to their interest therein and those relating only to the Apartment shall be borne solely and conclusively by the Allottees, with effect from the Possession Date.

(iv) All other expenses necessary and incidental to the management and maintenance of the Project.

20. RIGHT OF ALLOTTEES TO USE COMMON AREAS SUBJECT TO PAYMENT OF MAINTENANCE CHARGES

The Allottees hereby agree to acquire the Apartment on the specific understanding that his

right to the use of Common Areas shall be subject to timely payment of Maintenance Charges, as determined by the Promoter (or Association) and performance by the Allottees of all his obligations in respect of the terms and conditions specified by the Promoter or the Association from time to time.

21. ADDITIONS OR REPLACEMENTS

As and when any plant and machinery, including but not limited to, DG sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Apartment Acquirers in the Project on pro-rata basis as specified by the Association. The Promoter and upon completion the Association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Allottees agree to abide by the same.

22. MAINTENANCE AND ASSOCIATION

22.1 Maintenance

Upon completion of the Project the Promoter will hand over its management for maintenance to the Association for which the Allottees may be required to execute an agreement ("Maintenance Agreement") with the Association. The Allottees will be required to complete the formalities of becoming a member of the Association. The Allottees shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Apartment or common areas and facilities in the Project.

In the event the Association has been formed but there is/are Apartments in the Building that are not sold by the Promoter, till such time the unsold Apartments are not sold or transferred, all outgoings pertaining to the unsold Apartments shall be payable by the Promoter. Further the Allottees and/or the association shall not do any act deed or thing which may restrict or impede transfer of the unsold Apartments to any of the prospective Allottees.

For the enjoyment and maintenance of the common areas and facilities of the Project, the Allottees shall be liable to remit per month the proportionate Maintenance Charges of such area and facilities as may be fixed by the Promoter and upon completion the Association from time to time. The Maintenance Charges shall become payable from the Possession Date. In case the Allottees fail to pay: (i) the Allottees shall not be entitled to avail any maintenance services; (ii) interest @ [1.5]% per month will become payable by the Allottees; and (iii) the Promoter/Association shall adjust the unpaid amount from the Advance Maintenance Charges. If due to such adjustment the Advance Maintenance Chargesfalls below the six months average of the Maintenance Charges, then the Allottees shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill.

22.2 Interim Maintenance Period:

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

The Promoter shall endeavour that the committee responsible for the maintenance and

operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on "pay by use" basis, if any.

The maintenance and management of Common Areas by the committee will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

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 all the Allottees are bound to follow the same.

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.

23. COVENANTS OF THE ALLOTTEE

Apartment use

The Allottees shall not use the Apartment or permit the same to be used for purpose other than the purpose as mentioned herein or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Units or for any illegal or immoral purposes.

Hazardous materials

The Allottees shall not store in the Apartment or Building any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority.

Additions

The Allottees shall not make any additions or alterations in the Apartment or Building or cause damage to or nuisance in the Apartment or Building or in the Project in any manner. In case any partitions, interiors, false ceilings etc. are installed by the Allottees, then all necessary permissions from the authorities, if required, will be obtained by the Allottees directly at his own cost. In any case the Allottees shall not be entitled to carry out any structural changes in the Building and Apartment.

Co-operation

The Allottees shall at all times co-operate with the other allottees/occupiers of the Units in the management and maintenance of the Apartment and the Building and the Project.

Transfer

The Allottees shall not transfer or sell the rights under this Agreement without prior written permission from the Promoter till such time as all payments under this Agreement are cleared. The Promoter shall retain the first right of refusal for such transfer of rights. Where the Promoter does not exercise the above right of pre-emption then in that event transfer of

rights before the completion and handover of the Apartment, the Allottees shall pay a transfer fee of Rs._____ (Rupees _____) to the Promoter. Such transfer however shall be permissible only if the first instalment (other than Booking Amount) as per this Agreement has been paid in full and all other payments that may be due under this Agreement have been cleared in total.

Taxes

If at any time after the Effective Date there be imposition of any new or enhancement in any tax or levy or fees or charges on the transfer or construction of the Apartment, the same shall be borne and paid by the Allottees.

Common Rules

The Allottees shall abide by and adhere to the Common Rules specified in Schedule [G] herein from time to time.

Common Expenses

The Allottees pay on due dates the Common Expenses specified in Schedule [F] herein from time to time.

Model Unit

The Allottees agree and understands that all the standard fitting, interiors and fixtures and dimension provided in the show/model Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed may not include the fittings and fixtures of the model Unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model Unit and the Allottees shall not be entitled to raise any claim for such variation.

Construction Progress Linked Payment Plan

The Allottees(s) acknowledges that he/her/it has chosen the "Construction Progress Linked Payment Plan" since it offers several advantages to the Allottees(s), including that the installment payments may become due later in time than as envisages at the time of entering into this Agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the Allottees. This significantly reduces the risk of the Allottees as compared to the "Time Linked Payment Plan" option and the Allottees has entered into this Agreement after taking into account the advantages and risks of the "Construction Progress Linked Payment Plan".

24. 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.

25. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional

structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

26. BINDING EFFECT:

Forwarding this Agreement to the Allottees by the Promoter does not create a binding obligation on the part of the Promoter or the Allottees until, firstly, the Allottees signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottees and secondly, appears for registration of the same before the concerned Registering Authority at [Kolkata] as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottees and/or appear before the Registering Authority for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottees, for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and the Promoter shall be entitled to forfeit the Cancellation Charges and the GST applicable on such Cancellation Charges. The balance amount of money paid by the Allottees shall be, subject to proviso below, be returned by the Promoter to the Allottees within 12 (twelve) months of such cancellation or on transfer of the Said Apartment to any other Apartment Acquirer, whichever is earlier. 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 Allottees shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

27. ENTIRE AGREEMENT:

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

28. RIGHT TO AMEND:

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

29. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEES/SUBSEQUENT ALLOTTEES:

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

30. WAIVER NOT A LIMITATION TO ENFORCE:

30.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottees in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear

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

30.2 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.

31. 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.

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

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

33. FURTHER ASSURANCES

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

34. PLACE OF EXECUTION

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

35. NOTICES

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

_____

(Name of Allottees)

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_____

(Allottees' Address)

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M/S.PS SRIJAN ESTATE LLP (Promoter Name)
1002, E. M. Bypass, Front Block, Kolkata - 700105 (Promoter Address)

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

36. JOINT ALLOTTEES:

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

37. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the apartment or building, as the case may be, prior to the execution and registration of this Agreement for such apartment or building, as the case may be, shall not be construed to limit the rights and interests of the Allottees under the Agreement or under the Act or the Rules or the Regulations made thereunder.

38. APARTMENTOWNERSHIPACT (ORTHE RELEVANT STATE ACT):

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

39. 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.

40. 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.

41. OTHER TERMS AND CONDITIONS

The Parties have agreed that notwithstanding anything to the contrary contained in this

Agreement hereinbefore, the Agreement shall be subject to the following other respective terms conditions and covenants on the parts of thePromoter and Allottees to be respectively paid observed and performed, as the case may be.

41.1 Extras

As included in Clause 1.2.2 of this Agreement, the Allottees have agreed to pay the following amount to the Promoter (Extras & Deposits):

Extras and Deposits :	
Advance Maintenance Charges- This amount is payable against 12 months advance maintenance charges for the said Apartment	Rs._____/-
Sinking Fund- 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 Promoterin making arrangement with CESC Ltd. for providing and installing transformer at the said Project. Provided the Allottees shall pay the Deposit to CESC Ltd. directly on account of Individual Meter.	Rs._____/-
Legal and Documentation Charges	Rs._____/-
Association Formation Charges	Rs._____/-
Club Maintenance Deposit	Rs._____/-
Diesel Generator Power Backup- Generator charges for limited back up	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._____/- + Amounts on actuals**

Option 1: Minimum Generator Load (For Lighting & Fan only – 80% Diversity): 3 BHK – 2 KVA, 4 BHK –2.5 KVA, 4 BHK DUPLEX – 3.5 KVA & 5 BHK DUPLEX – 4 KVA.

Option 2: Minimum Generator Load for Lighting & Fan (80% Diversity) & AC Load (60% Diversity): 3 BHK – 6.5 KVA, 4 BHK –9 KVA, 4 BHK DUPLEX – 10 KVA & 5 BHK DUPLEX – 14 KVA

41.2 Electricity supply/DG back-up:

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

41.3 Diesel generator power backup:

Provision will be made for the installation of Diesel Generator ("DG") for power backup to run the basic facilities in the Project. In addition to that, DG back up facility will also be made available for every apartment. The load may be provided for Rs.25,000/- (Rupees Twenty five Thousand only) per KVA plus applicable taxes. The Allottees will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Promoter /the Association, as the case may be.

41.4 Payment of **Consideration of Apartment, Total Taxand the Total Extras and Depositsprior** to Possession:

The Allottees agree and covenant not to claim any right or possession over and in respect of the Apartment till such time the Allottees have paid the entirety of the Total Consideration of Apartment, Total Tax and the Total Extras and Depositsand all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottees in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to handover possession of the Apartment.

~~*[Next page is the execution page]*~~

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:PS SRIJAN ESTATE LLP

Signature _____

Name ARUN KUMAR SANCHETI

Address 1002, E M Bypass, Front Block, Kolkata - 700 105 Police Station – Pragati Maidan, P.O. Dhapa

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottees: (including joint buyers)

(1) Signature _____

Name: _____

Address: _____

(2) Signature _____

Name: _____

Address: _____

~~SIGNED AND DELIVERED BY THE WITHIN NAMED:~~

~~Promoter:PS SRIJAN ESTATE LLP~~

~~(1) Signature _____~~

~~Name _____~~

~~Address _____~~

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SIGNED AND DELIVERED BY THE WITHIN NAMED:

PART I OWNERS:

PART II OWNERS:

At _____ on _____ in the presence of:

WITNESSES:

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

Schedule A

Part – I

("Land")

ALL THAT the various pieces and parcels of land containing by estimation an area of 7.01 Acres equivalent to 3,05,433sq. ft. (more or less) however physical measurement is found to be 2,96,974.99 sq. ft., situate lying at and being Municipal Premises No.49A Manmohan Banerjee Road, Police Station – Behala, Kolkata - 700038 within the municipal of Ward No.118 Kolkata Municipal Corporation in the manner following:-

R.S. Dag Nos.	R.S. Khatian Nos.	Area in Decimal
279/632	182	40
279/633	231/1	08
281/635	231/1	09
281/1237	179	15
281/1236	531	130
279	531	32
280	531	71
281/636	531	14
279/634	531	95
279/631	231/1	48
278	531/1284 & 531/1289	65
280,281/692	531, 179 and 180	138
293	1425	36
	TOTAL	701

and butted and bounded in the manner following:

ON THE NORTH - By Manmohan Banerjee Road
By Dag No. 273, 274, 277
ON THE SOUTH - By Agarwala Garden Road
By Premises No. 11 Agarwala Garden Road

ON THE EAST - By Tiles Shed of Dag No. 294, 295, 296, 297
By Premises No. 181 Agarwala Garden road
By Premises No. 49/3 Manmohan Banerjee Road

ON THE WEST - By Vacant land inDag No.'s274, 276
By Premises No. 231/1 Agarwala Garden Road and
By Slum Mandir

And delineated in the map/ plan attached as Annexure A hereto

Part – II

("Apartment")

ALL THAT the Unit no. ***Together with Servant Quarter 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, Block/Building No. !!!, on +++ floor in the Building ("Unit") along with ____ number of open/covered car parking space bearing no._____ admeasuring ___ square metre in the ground floor/in the basement, ("Garage") now in course of construction on the said Land TOGETHER WITH the proportionate share in all common areas 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).

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Schedule B
[The floor plan of the Apartment]
Schedule C
Payment Schedule

On Booking	10% of Total Consideration of the Apartment + GST
On Completion of Piling	10% of Total Consideration of the Apartment + GST
On Casting of Deck Level	10% of Total Consideration of the Apartment + GST
On Casting of 1st Floor	10% of Total Consideration of the Apartment + GST
On Casting of 3rd Floor	10% of Total Consideration of the Apartment + GST
On Casting of 5th Floor	5% of Total Consideration of the Apartment + GST
On Casting of 7th Floor	5% of Total Consideration of the Apartment + GST
On Casting of 9th Floor	10% of Total Consideration of the Apartment + GST
On Casting of 11th Floor	10% of Total Consideration of the Apartment + GST
On Casting of Ultimate Roof	VRV AC Charge + GST
On Completion of Flooring of the Unit	10% of Total Consideration of the Apartment + GST
On Completion of Outside Plaster	5% of Total Consideration of the Apartment + GST
On Possession	5% of Total Consideration of the Apartment + Total Extras and Deposits + GST

Schedule D
[Specifications, Amenities, Facilities of the Apartment]

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(SPECIFICATIONS)

Living Room / Dining Area
Flooring: Italian Marble
Wall: Wall Putty (Ready to Paint)
Ceiling: Wall Putty (Ready to Paint)
Main door: Sal wood frames with flush door with polycoat lamination
Balcony: Aluminium sliding door with Full Glazing
Windows/ Glazing: Aluminium/ UPVC
Electrical: Modular switches (Schneider/ Havells or equivalent make)

Bedrooms
Flooring: Vitrified Tiles/wooden flooring
Wall: Wall Putty (Ready to Paint)
Ceiling: Wall Putty (Ready to Paint)
Door Frame: Sal wood frames
External: Flush Doors
Windows/ Glazing: Aluminium/ UPVC
Others: Master Bed room with Shower Cubical
Electrical: Modular switches (Schneider/ Havells or equivalent make)

Kitchen
Flooring: Vitrified Tiles
Wall: Wall Putty (Ready to Paint)
Ceiling: Wall Putty (Ready to Paint)
Door: Flush Door
Plumbing: Hot & cold line provisions
Windows/ Glazing: Aluminium/ UPVC
Counter: Granite counter top with sink
Others: Video Door phones to be installed in kitchen
Electrical: Modular switches (Schneider/ Havells or equivalent make)

Toilets
Flooring: Anti Skid Ceramic Tiles
Wall: Ceramic Tiles up to Ceiling Height
Ceiling: Wall Putty (Ready to Paint)
Door Frame: Sal wood frames with flush Door and laminate on one side
External: Flush Doors with laminates on one side
Windows/ Glazing: Aluminium/ UPVC
Sanitary ware: Sanitary ware Kohler/Roca (White colour) or equivalent Brand
CP Fittings: Kohler/Jaguar CP Fittings or equivalent brand
Others: Basin with granite counter top in masters toilet & exhaust fan in all toilets

Utility
Flooring: Anti skid tiles
Wall: Wall Putty (Ready to Paint)
Ceiling: Wall Putty (Ready to Paint)

Balcony
Flooring: Anti skid tiles
Wall: Painted
Ceiling: Paint with lights installed
Door-Internal: UPVC/ Powder coated aluminium doors
Windows/ Glazing: Aluminium/ UPVC

Servant Room & Toilet
Flooring: Ceramic tiles in Rooms + Toilets
Wall: Room - Wall Putty (Ready to Paint)
Ceiling: Wall Putty (Ready to Paint)
Door: Sal wood frames with Flush Doors
Windows/ Glazing: Aluminium/ UPVC
Bathroom: With sanitary wares and fixtures Hindware/Parryware CP Fittings or equivalent

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Schedule E
[Common Areas]

1. The Land and all other areas of the properties and all apparatus, systems, equipment and installations how or hereafter existing in the building or on the property nor part of any Flat, for the common use of all Flats or by all Flats owners necessary or convenient for the existence, maintenance or use of the property as a whole

2. All foundations, columns, girders, beams and supports, including load bearing walls but excluding those which are specifically designated elsewhere

3. All structural floor assemblies including the underside of such assembly ceiling

4. All exterior walls of the building including the exterior limestone façade of the building and the structural masonry walls

5. All windows, window frames, casements and mullions

6. All central and appurtenant installations for services such as electricity, telephone, television, gas, sewer, waste, hot and cold water (including all pipes, ducts , wires, chutes, cables and conduits located in Common Elements or in Flats) and all other mechanical equipment spaces (except those which are contained in any Flats which serve or benefit all owners or other general common elements

7. Staircase on all the floors lobbies corridors.

8. Staircase landings and lift landings on all floors.

9. Lift well.

10. Lift plant/car installation.

11. Lift room.(Machine room less lifts are being provided in this project).
12. Ultimate Roof.
13. Common passage and lobby on the ground floor excepting car parking areas and other open and covered spaces.
14. Overhead water tank (domestic + fire fighting) underground water reservoir water pipes and other common plumbing installation.
15. Electrical wiring meters and fittings in the common areas.
16. Drainage and sewerage.
17. Fire Fighting system installation and allied equipment.
18. Passage pathways driveways and entrance.
19. Club finished in all respects.
20. Community Hall with Kitchen and Toilet
21. Multipurpose room
22. Swimming Pool with changing rooms
23. Children Play area
24. Indoor Games room
25. Gym
26. Home Theatre
27. Business Centre
28. Landscaped Garden
29. Rain water harvesting system
30. Common area ELV system
31. Solar lighting in the internal road
32. Perimeter security
33. Emergency common power back up (DG set)
34. All other facilities of the building including but not limited to shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all Flats or all Flat owners.

Schedule F

[Common Expenses]

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property 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 property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.

3. Keeping the gardens and grounds of the property 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 property.

6. Paying such workers as may be necessary in connection with the upkeep of the property.

7. Insuring any risks.

8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property 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 property 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 Allottees/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 (including but not limited to) any other equipment and the provision of any other service in the Project..

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 Allottees makes a default in making such payment for consecutive two months in such a situation the Association shall have the unfettered right to withdraw such facility without giving any prior notice or intimation whatsoever. Be it further stated herein that these charges shall have to be borne by the Allottee(s) herein over and above the monthly maintenance charges.

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Schedule G

[Common Rules]

Part I -Restrictions

1. The Allottees shall not:

1.1 Partition the Flat and/or the Car Parking Space.

1.2 Not ever cover the open verandas with grills or otherwise and shall at all material times keep them in the same manner as they will be delivered by the Developer.

1.3 Damage the Building or the common portions, amenities, facilities or any of the other Flats by making any alterations or withdrawing any support or otherwise.

1.4 Throw or accumulate or cause to be thrown or accumulated any rubbish or refuge in any of the common portions, save at the places earmarked therefore.

1.5 Place or cause to be placed any article in any of the common portions.

1.6 Do or permit anything to be done which is likely to cause nuisance or annoyance to any of the occupiers of the Project.

1.7 Use or allow the Flat or any part thereof to be used for any club, political meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other such purpose or for any chamber for business/professional chamber or office.

1.8 Use the Car Parking Space(s) for any purpose other than for parking of middle/standard size motor cars and two wheelers or partition the same in any manner and not ever make any construction of whatsoever nature thereat nor ever sell the same to anyone but a person having or purchasing an Flat in the Building where the Flat of the Allotteeswill be situate.

1.9 Put up or affix any sign board, name plate or other things or other similar articles in any of the common portions or outside the Flat save at the places provided therefore, provided that the Allotteesmay display a small and decent name-plate outside the main door of the Flat.

1.10 Keep or allow to be kept any combustible, obnoxious, hazardous or dangerous articles in the Flat or in any of the common portions which may be injurious or obnoxious to the other occupiers or such articles which are so heavy as to affect or endanger the structure of the Building or any of its portion or of any fittings or fixtures thereof, including but not restricted to, windows, doors, floors, beams, pillars, lift or the staircase. However, the Allottees may keep LPG gas cylinder for domestic use as may be permissible under Applicable Laws.

1.11 Hang from or attach to the beams or the rafters of any part of the Flat or the Building any articles or machinery the weight whereof may or likely to affect, damage or endanger the construction of the Building or any part thereof.

1.12 Do or cause to be done anything which may cause any damage to or affect the Building, or any portion thereof in any manner whatsoever including without limitation to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the other Flat acquirers.

1.13 Affix or draw any wire, cable, pipe from, to or through any of the common portions or outside walls of the Building or other parts, without approval of the Developer or the Association or the Facility Management Company ("FMC"), as the case may be.

1.14 Affix or install any antenna on the ultimate roof of the Building or any open terrace that may be part of any Flat or in its windows.

1.15 Hang or put any clothes in or upon the windows, balconies or any other portion of the Flat which is visible from the outside or to outsiders.

1.16 Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any other occupiers or cause disharmony amongst them.

1.17 Install any air-conditioner, except in the approved places.

1.18 Affix or change the design or the place of the grills, the windows or the main door of the Flat without prior approval of Developer or Association or FMC, as the case may be.

1.19 Make any internal addition, alteration and/or modification in or about the Flat save in accordance with the then existing statutory building regulations and prior permission therefore having been taken from the appropriate authorities as also from the Developer or the Association or the FMC, as the case may be.

1.20 Not to carry on any work of fittings, fixtures or connected in manner whatsoever in connection with construction of any nature or completion thereof inside the Flat excepting between 10:00 a.m to 06:00 p.m and while carrying on such work to ensure that no annoyance or disturbance is caused to the residents of the Building in which the Flat is situated. Further, not to carry on any work of fittings, fixtures or connected in manner whatsoever in connection with construction of any nature or completion thereof inside the Flat during the Board Examinations. Notwithstanding the above and to the extent applicable, all such works shall have to be done with prior consent of the Developer or the Association or the FMC, as the case may be and in strict compliance with the prevailing fit-out guidelines as framed by the Developer or the Association or the FMC, as the case may be.

1.21 Alter the outer elevation of the Building or the Flat, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever.

1.22 Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Flats or the Building.

1.23 Claim any right of pre-emption or otherwise regarding any of the other Flats or any portion of the Building and/or the Project.

1.24 Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of any of the Flats or the Building or cause the premium for the insurance to be increased.

1.25 Do or cause anything to be done in or around the said Flat or the fittings and fixtures affixed thereto which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Flat or adjacent to the said Flat or in any manner interfere with the use and rights and enjoyment thereof and /or to make any additions or alterations which are not permissible in law.

1.26 Close or permit the closing of verandas 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 Verandas lounge or any external walls or the fences of external doors and windows including grills of the said Flat which in the opinion of the Developer differs from the colour scheme of the Building or deviation or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the Building.

1.27 Alter or change or cause any alteration or change in the fittings of electrical points in the balcony of the Flat.

1.28 Use the said Flat or permit the same to be used for any purposes whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to co-purchasers/occupiers of the other portions of the Building or Buildings to the owners and occupiers of the neighboring properties or for any illegal or immoral purpose.

1.29 Park car on the pathway or open spaces of the Building or the Project except the space allotted.

1.30 Obstruct other occupiers in hanging clothes at the places designated for such purpose by the Developer or the Association or the FMC in the roof of the Building.

1.31 Commit breach or violate such building rules and regulations as may be made applicable by the Developer or FMC 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.

1.32 Object on any additional construction activities being carried out or to be carried out by the Developer.

1.33 Obstruct any of the occupiers of the other phases of the Project to use and enjoy any of the common areas, facilities and amenities within the Project which common areas, facilities and amenities are not earmarked by the Developer for exclusive use and enjoyment of any particular phase of the Project.

1.34 Allow or use any cable, internet or other service providers save and except those service providers whom the Developer or the Association might have selected or engaged.

~~1.34~~1.35 The common area of the Project may comprise of a Play School/Montessori/Day care/activity centre and Health Care Clinic and/or any other allied services and/or any other Commercial Services (hereinafter referred to as "the said Services"); exclusively for the benefit of the residents of the Project for a cost as determined by the operator (s) and the Allottees having assured and consented to the Promoter on the aforesaid have proceeded with the booking of the said Unit. Such said Services shall be managed and operated through a third party, as appointed by the Promoter and such third party shall be liable to pay a percentage of market value as rent as decided by the Promoter, to the Association calculated on the carpet area asoccupied 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 Promotershall have the option to change the Third party operator for which no consent of the Allottees and/or the Association shall be required and this Deed itself shall be treated as a consent of the Allottees.The Allottees agrees, undertakes and covenants not to make or cause any objection interruption interference hindrance obstruction or impediment for any reason or in any manner whatsoever in this regard.

2. The Allotteesshall:

2.1 Maintain the Project in general and the Building where the Flat is situate for the purposes, with the intent and object for which the same is constructed.

2.2 Assist the Developer to form the Association/Association of Flat Acquirers, if the Developer so desires and strictly abide by all the Rules and Regulations of the Association so formed.

2.3 Co-operate and assist in all manner with the Developer/FMC/Association, as the case may be, in carrying out its day to day activities and obligations and, in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tube wells, generator and/or other installations and/or amenities in the Building, Project and its service zone including without limitation those under the West Bengal Fire Service Act, 1974 and/or the rules made thereunder, and shall indemnify and keep the Developer/FMC/Association, as the case may be, saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that the Developer/FMC/Association, as the case may be, may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the Allottees.

2.4 Maintain, at their own costs, the Flat in the same good condition, state and order in which the same is be delivered to him/her/it, normal wear and tear accepted.

2.5 Abide by and/or comply with all statutory laws, bye-laws, rules, regulations and/or restrictions that are to be abided by or complied with by the owners and occupiers of multi storied buildings in the state of West Bengal, including relevant laws with respect to maintenance of mandatory open spaces.

2.6 Pay regularly and punctually every month and month by month the common area maintenance charges at such rates as may be decided, determined and apportioned by the Developer to the Developer and upon the formation of the Association to such Association, without any abatement or demand, payable with effect from the day month and year first above written in the possession letter. NOTWITHSTANDING anything included or not included within the scope of this clause but in the opinion of the Developer and/or Association or Facility Management Company are issues or subject matters of common interest, the Allotteesundertakes not to oppose the decisions taken by the Developer and/or Association or Facility Management Company, on such issues. The statement of account of the apportionment of the common area maintenance charges as prepared by the Vendors and/or Developer and/or Facility Management Company and/or upon the formation of the Association shall be conclusive and final.

2.7 Pay the charges for electricity only relating to the Flat and proportionately relating to the Building and Project common portions, utilities and facilities.

2.8 Pay proportionate charges for electricity, including those for loss of transmission, till such time a separate meter is not installed for the Flat and after such installation, timely pay all charges and/or deposits to ensure that none of the other Flat Acquirers or the Developer/FMC/Association, as the case may be, is hindered in any manner for any non or untimely payment.

2.9 Pay the proportionate rates, charges and fees of the Kolkata Municipal Corporation ("KMC") till such time the Flat is not mutated and separately assessed by the KMC

and thereafter timely pay all rates and taxes of the KMC to ensure that none of the other Flat Acquirers or the Developer/FMC/Association, as the case may be, is affected in any manner for any non or untimely payment.

2.10 Pay such further deposits as be required by the Developer/FMC/Association, as the case may be, from time to time.

2.11 Maintain and be responsible for the structural stability of the Flat and not to do any act, matter or thing which may affect the structural stability of the Building.

2.12 Use the Flat, the Car Parking Space(s) and the common portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.

2.13 Sign such forms, give such authorities and render such co-operation as may be required by the Developer/FMC/Association, as the case may be.

2.14 Pay, wholly in respect of the Flat and proportionately in respect of the Building and Project, all costs, charges and expenses as may arise due to any reason whatsoever provided that the Allottees shall have the right to claim reimbursement if the same be occasioned due to default by any other person.

2.15 Allow the Developer/FMC/Association, as the case may be, with or without workmen, upon prior reasonable notice to enter into the Flat.

2.16 Ensure that the entirety of Project is maintained in a decent manner.

2.17 Pay, and undertake to pay, such damages on demand as ascertained by the Developer/FMC/Association, as the case may be, for the breach of any of the covenants herein contained within the due date therefore as mentioned in the demand.

2.18 Pay and undertake to pay interest at the rate of 2% per month in the event the Allotteesfail or neglects to pay the damages for the breach of any covenant from the due date of demand till the date of payment and hereby further undertakes that in the event the said damages and the interest thereon is not paid within 60 (sixty) days from the date of demand, the Allotteesshall not use, till such time the entirety of the said damages and the interests thereon are paid, any of the utilities and facilities in the Building including without limitation the water supply, gas, electricity and lift and hereby authorises the Developer/FMC/Association, as the case may be, to discontinue any or all the facilities and utilities.

2.19 Observe, perform and comply with the conditions mentioned in other parts of this Schedule.

2.20 Co-operate with the other co-purchasers and the Developer or the Association or the FMC in the management and maintenance of the said New Building.

2.21 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

2.22 The Allottees acknowledge that the Complex is being constructed over the said Premises and the Separated Area and the Excluded Area do not form part of the said Premises. The Allottees further acknowledges that pursuant to discussions, the Owners and PS Highrise Private Limited have agreed to grant a right of access /

passageway for the said Complex through the Excluded Area and the Separated Area subject to the conditions that (a) the Owners and PS Highrise will be permitted to undertake construction on the said Separated Area and the Excluded Area respectively at present not forming part of the said Premises and (b) the Owners and PS Highrise Pvt. Ltd. will, subject to necessary sanctions, be permitted to amalgamate the land comprising the Separated and the Excluded Area with the said Premises as part of the Complex. The Allotteesacknowledge and has provided its consent / no-objection to such conditions and further agrees to provide its consent if so required by any Governmental Authority to effectuate the amalgamation. The Allotteesfurther acknowledges and agrees that in the event that the Allotteesare unwilling to grant their consent to the amalgamation of the Excluded and the Separated Area with the said Premises, the said Premises, the Owners and M/s PS Highrise Private Limited, whilst exercising their rights in and over the said Excluded Area and the Separated Area shall be permitted to withdraw the right of access/passageway granted over their respective lands and shall further be entitled to undertake such construction on the Excluded and the Separated Area as may be permissible under applicable laws.

Part II - Miscellaneous Rules/Covenants

1.1 If any alteration in the Project is required by the KMC or any other authority then the Developer may do so without any prior intimation or consent from the Allottees.

1.2 After the date of taking over of possession of the Flat, the Allotteesshall have no right or claim against the Developer, except for defective workmanship, if any, of the Flat if proved to the satisfaction of the Architect. Such warranty shall continue for a period of 1 (one) year from the possession date. If within the period of one year any defect is proved to the satisfaction of the Architect the same will be remedied at no extra cost to the Allottees.

1.3 The right of the Allotteeswill remain restricted to the Flat and the Car Parking Space(s). All the unsold Flats and the Car Parking Space(s) will remain vested in the Developer who will be free to deal with and/or dispose them off in any manner in its absolute discretion.

1.4 The Developer will be solely and absolutely entitled to all credits, Carbon Credits or otherwise, that may be granted or can be availed of for the manner of executing Project or otherwise and the Allotteesshall not make any claim thereto it in any manner whatsoever.

1.5 In all matters relating to construction of the Buildings and/or Project in general including, without limitation the Plan, lay-out, Specifications and measurements, the decision of the Architect of Project shall be final and binding and the Allotteesshall not dispute the same or raise any objection thereto.

1.6 In no circumstances whatsoever the Allotteesshall do any act, deed, matter or thing whereby the construction of any of the Buildings or development of Project in general, of any adjacent land or the additional buildings or phase of the Project is in any manner whatsoever, hindered, obstructed or impaired with.

1.7 The Allotteeshave no interest, right or title in the common portions of the Buildings other than the Building in which the Flat of the Allotteesare situate. The common portions of the Project shall at all times be jointly enjoyed by all occupiers within the Project.

1.8 The Allotteesshall not at any time be entitled on any ground whatsoever to make partition or division or to claim to have exclusive right in any manner whatsoever in any portion of the common portions of the Building and/or the Project and also the Allottees along with the other occupiers of the Building shall use the common portions Building for the purposes for which they are created and the Allotteesalong with the other occupiers of the Project shall use the common portions of the Project for the purposes for which they are created without hindering or encroaching upon the lawful rights of other occupiers of the Project.

1.9 The right of user of the Allotteesof the common portions of the Building and the Project along with the Car Parking Space(s) shall not be transferable except along with the Flat hereby sold and shall be deemed to be transferred with the Flat even though the same be not expressly mentioned in any future conveyance or instrument of transfer.

1.10 All Prior approvals as may be required by the Allottees for any specific purpose shall be in writing from the Developer or the FMC or the Association.

Part III – House Rules

1.1 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 flat/Flat in the Building.

1.2 No occupier in the Project shall 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. No occupier shall play upon or cause to be played upon musical instrument or a phonograph or radio or television or loud speaker in his flat with such intensity as will disturb or annoy other occupants of the Building.

1.3 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 Developer and after formation of Association such approval are to taken from the Association.

1.4 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 Developer or Association or FMC, as the case may be;

1.5 Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which that were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of a water-closets or apparatus shall be paid for by the Flat-owner in whose apartment it shall have been caused.

1.6 No bird or animal shall be kept or harboured in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators (except the service elevators, if any) or in any of the common portions of the Building unless accompanied. However in case there is no service elevator then such pets can be allowed along with its owner.

1.7 Garbage and refuse of the flats shall be collected in properly sealed bags and shall be deposited only in places designated at such time and in such manner as may be specified by the Developer/FMC/Asociation.

1.8 As from the date of possession the Allottees shall be liable and agreed to make payment of the proportionate share of the amounts which may become payable to the Government of West Bengal and other local bodies in respect of the culvert which has been provided including making payment of the proportionate amount on account of repairs and maintenance of such culvert.

1.9 Only drills can be used to drive nails into the walls of the Flat. However, no drills can be used in the kitchen or toilet without the supervision of the representative of the Developer or the FMC or the Association, as the case may be.

1.10 The entire Flat has been provided with specific electrical loadings. So care should be taken to avoid any overloading of the electrical points. In case of overloading, MCBs provided within the apartment will trip down.

1.11 Gratings should not be removed in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines.

1.12 No unit/flat owner shall send any employee of the Developer or Association or FMC on any private business or personal errand.

1.13 Colour of external balcony shall not be changed since the same will then change the elevation of the Buildings.

1.14 No games or sporting activities are allowed which may cause damage to the landscaped areas or the buildings.

1.15 The lobby should be kept clean at all times.

1.16 No tenant of a flat shall be allowed to occupy such flat unless the tenant is introduced to the designated representative of the Developer or the Association or the FMC so that he may be recognized as a bona fide occupant of the flat for security and billing purpose.

1.17 To register all domestic helps and drivers along with current photographs with the Developer or the Association or the FMC, as the case may be, and obtain identity cards that the Developer or the Association or the FMC, as the case may be, will issue them after they fill up an information sheet that the Developer or the Association or the FMC, as the case may be, will provide them. In the interest of security no domestic helps and drivers shall be allowed entrance into the Building till this formality has been complied with. These identity cards shall be collected from any domestic help or driver whose services are terminated and deposited with the Developer or the Association or the FMC, as the case may be so that records can be updated. The occupier concerned shall be solely responsible and liable to make good any loss that may be sustained by any person for non-compliance of the above guideline by such occupier.

1.18 While sending any goods or materials out of the premises by the help of domestic helps/contractors or any other person, appropriate authorisation shall have to be provided to such carriers of such goods so that there is no risk of thefts. ‘Material

Out Gate Pass' register will be available with the security desk and the occupier concerned shall be responsible to ensure that the Material Out Gate Pass register is filled up at all times by such carriers of goods or materials.

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

1.20 Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas. The landscaped areas shall always be maintained as open areas and no occupier shall be allowed to construct anything in these areas.

1.21 No bills shall be stuck anywhere on the Buildings or in any place within the Project.

1.22 No cooking will be allowed in the Common Areas, Parking Spaces and Servants Quarter by the Flat Owners, any staff, servant, worker or anybody else except the place(s) which shall be designated for the same by the Developer or the FMC or the Association.

1.23 Electrical fittings can only be made from underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.

1.24 Any damage to the common property inflicted by any resident would be penalized by compensation of the actual amount for repair/replacement.

1.25 Car parking stickers should be obtained from the Association (as and when created by Association) in order to allow the Association or FMC or Developer to track authorized vehicles.

1.26 The Developer or Association or FMC shall be at liberty to decide from time to time car parking charges for visitors' cars and the occupier concerned shall be responsible to pay the same in case the visitors refuse to pay.

Part IV – Fit-out Rules/Guidelines

1.1 The Developer/FMC/Association reserves the rights to frame the fit-out rules from time to time to establish the procedures for monitoring and controlling the occupiers fit-out processes so as to ensure that:

(i) The fit-out works are carried out in accordance with the approved plans;

(ii) The fit out works are in compliance with the guidelines as framed by Developer/FMC/Association.

1.2 The Developer shall handover the fit-out rules at the time of handing over possession of the Flat. The Allottees shall strictly follow the fit-out rules while undertaking the fit-out works.

1.3 Fit out processes/works shall mean any interior work to be carried out by an occupier at their own costs in relation to their Flat or adjoining Flat(s) in the same Building which shall have been approved by the Developer or the FMC

1.4 The Allottees shall be required to pay to the Developer Rs. 7500/- (Rupees seven thousand five hundred) as fit-out deposit and additionally all applicable taxes and/or duties thereto that may be payable. The fit-out Charge is subject to enhancement at the discretion of the Developer at any point of time.

1.5 Any request for undertaking the fit-out works shall be made by the Allotteesin writing.

Part V – Club rules

1.1 The Developer shall provide a social club within the Project in which only persons acquiring flats will be admitted as members. The club shall be developed simultaneously with or after the development of any particular phase or segment as may be decided by the Developer at its sole discretion.

1.2 The Club will have such specifications and facilities as the Developer may decide from time to time and on the formation of the Association, by the Association.

1.3 Only the flat occupiers of the Project shall be eligible to become members of the Club. It has been provisionally envisaged that the Membership of the will be for their family members which will include the flat acquirer and their spouse, their dependent children and parents.

1.4 The Club will be charging a membership fee payable periodically and separate charges for using some of its facilities. The fees and the charges will be fixed in a manner from time to time so that these are sufficient for the Club to maintain its services and facilities as that of a first-class respectable Club. The Developer and the Association upon its formation shall be entitled to decide the fees and charges from time to time and the members shall be liable to pay the same without any demur or protest.

1.5 The club members will not have any right to any of the properties of the Club or regarding the formation or running of the Club and shall abide by all its rules and regulations.

1.6 Inasmuch as only the flat acquirers will be entitled to be the Club members, as and when any flat acquirer transfers his flat, the membership of the Club will automatically stand transferred in the name of its transferee subject to the rules, regulations and bye-laws of the Club and in such event, the transferor shall cease to be a member of the Club.

1.7 If the flat acquirer is a Company, Partnership Firm, Limited Liability Partnership, Trust, HUF or any other non-individual entity, such entities will intimate the Company and/or the Club from time to time the name of the person who has been authorised by such entity to reside at the flat of the entity and only such person will be regarded as the then member of the Club as if they were an individual flat acquirer.

1.8 In the event any flat acquirer leases or rents out his flat, it will be mandatory of such flat acquirer to notify the Club of such leasing/renting. The lessor will thereafter be barred from using the Club till such time it is back in possession of its flat and its lessee/tenant will be entitled to utilise the Club facilities upon payment of such membership fee as be then decided by the Club management.

1.9 The detailed rules and regulations of the membership, use and other matters concerning the Club shall be framed by the Developer and handed over to the Allottees at the time of handing over possession of the Flat or commencement of operations of the Club, whichever is later. The Allottees hereby agrees to strictly abide by such rules and regulations, failing which the Allotteesshall be liable to suffer such punitive measures as the rules and regulations will specify.

Schedule H

[Mutual Easements]

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

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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 Premises.

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 Premises 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 Premises 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).