

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) executed on this _____ day of _____, 2018

By and Between

1. **PARVATI TIE UP PRIVATE LIMITED, PAN: AAFCP2897L,**
2. **NILKANTH BARTER PRIVATE LIMITED, PAN: AADCN0352Q,**
3. **AMRAVATI MERCANTILE PRIVATE LIMITED, PAN: AAICA1370Q,**
4. **BHANU VINIMAY PRIVATE LIMITED, PAN: AADCB9497J,**
5. **AKASHGANGA BARTER PRIVATE LIMITED, PAN: AAICA1425A,**
6. **RAGHUVVEER COMMOTRADE PRIVATE LIMITED, PAN: AAECR5884Q,**
7. **BHANU TRADELINK PRIVATE LIMITED, PAN: AADCB9498H,**
8. **AMIYA BARTER PRIVATE LIMITED, PAN: AAICA1424B,**
9. **RAMESHWAR TRADELINK PRIVATE LIMITED, PAN: AAECR5883K,**
10. **MURARI BARTER PRIVATE LIMITED, PAN: AAGCM3085N,**
11. **JANPRIYA MERCANTILE PRIVATE LIMITED, PAN: AACJ2739E,**
12. **BHANU TIE-UP PRIVATE LIMITED, PAN: AADCB9609E,**
13. **MURARI TIE-UP PRIVATE LIMITED, PAN: AAGCM3086R,**
14. **AKRUTI COMMOTRADE PRIVATE LIMITED, PAN: AAICA1421E** all the existing companies registered under the Companies Act’ 1956 & 2013 having their registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata – 700 020, **P.O. & P.S. Bhowanipore.**

15. **NIRMAL KUMAR AGARWALA, PAN: ACQPA6880J**, son of Shri. Mamraj Agarwala, residing at P-10, New Howrah Bridge Approach Road, Kolkata – 700 001, **P.O. & P.S. Burrabazar**;
16. **SAROJ KUMAR AGARWAL, PAN: ACQPA6879D**, son of Shri. Mamraj Agarwal residing at P-10, New Howrah Bridge Approach Road, Kolkata – 700 001, **P.O. & P.S. Burrabazar**;
17. **PIYUSH AGARWALA, PAN: ADDPA5887F**, son of Shri. Brahmanand a residing at P-10, New Howrah Bridge Approach Road, Kolkata – 700 001, **P.O.& P.S. Burrabazar**;
18. **SAMEER AGARWALA, PAN: AGUPA0634J**, son of Shri. Brahmanand Agarwala, residing at P-10, New Howrah Bridge Approach Road, Kolkata – 700 001, **P.O.& P.S. Burrabazar**.
19. **MAYA AGARWAL, PAN: ADAPA7826M**, Wife of Shri. Bijay Kumar Agarwala, residing at 35A, Ballygunge Park, 8th Floor, Kolkata – 700 019, **P.O. & P.S. Ballygunge**;
20. **BIJAY KUMAR AGARWALA, PAN: ACLPA2172Q**, son of Late Shri. Ram Prasad Agarwal residing at 35A, Ballygunge Park Road, 8th Floor, Kolkata – 700 019, **P.O. & P.S Ballygunge**;
21. **SMITA MORE, PAN: AJPPS3784D**, Wife of Shri. Ashish More residing at 18A, Mayfair Road, Kolkata - 700 019, **P.O. Ballygunj P.S. Karaya**.
22. **ASHISH MORE, PAN: AFNPM4609M**, son of Shri. Rajendra Prasad Agarwal, residing at 18A, Mayfair Road, Kolkata – 700 019, **P.O. Ballygunj P.S. Karaya**;
23. **AUNGKOR TRADELINK PRIVATE LIMITED, PAN: AACCA1580E**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 27, Biplabi Trailakya, Maharaj Sarani, 3rd Floor, Kolkata – 700 001, **P.O. & P.S. Burrabazar**;
24. **PAWANPUTRA CONSULTANTS PRIVATE LIMITED, PAN: AADCP9036B**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 135A, B R B Basu Road, 2nd Floor, Kolkata – 700 001, **P.O. Khengrapatty P.S. Hare Street**;
25. **RAMESHWAR BARTER PRIVATE LIMITED, PAN: AAECR3928B**, an existing

Company registered under the Companies Act' 1956 & 2013 having its registered office at P-12, New Howrah Bridge Approach Road, Kolkata – 700 001, **P.O. & P.S. Burrabazar;**

26. **JAGMOHAN TIE UP PRIVATE LIMITED, PAN: AAC CJ2738F**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Kolkata – 700 012, **P.O. & P.S. Burrabazar;**
27. **MAXMIN COMMERCIAL PRIVATE LIMITED, PAN: AADCM1408N**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 135A, B R B Basu Road, 2nd Floor, Kolkata – 700 001, **P.O. Khengrapatty & P.S. Hare Street;**
28. **DAMAYANTI TRADELINK PRIVATE LIMITED, PAN: AADCD3107D**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 18A, Mayfair Road, Kolkata – 700 019, **P.O. Ballygunj & P.S. Karaya;**
29. **SAHANSIL SUPPLIERS PRIVATE LIMITED, PAN: AAJCS9177L**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 135A, B R B Basu Road, 2nd Floor, Kolkata – 700 001, **P.O. Khengrapatty & P.S. Hare Street;**
30. **APNAPAN DEVELOPERS PRIVATE LIMITED, PAN: AAFCA3485P**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 84/A, Chittaranjan Avenue, 1st Floor, Kolkata – 700 012, **P.O. & P.S. Burrabazar;**
31. **LIBERAL CONSULTANCY SERVICES PRIVATE LIMITED, PAN: AABCL1142N**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 78, Bentinck Street, 2nd Floor, Room No. 5B, Kolkata – 700 001, **P.O. G.P.O. P.S. Burrabazar;**
32. **JHILMIL CONSULTANT PRIVATE LIMITED, PAN: AABCJ6814F**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 135A, B R B Basu Road, 2nd Floor, Kolkata – 700 001, **P.O. Khengrapatty & P.S. Hare Street;**

33. **RAMESHWAR COMMOTRADE PRIVATE LIMITED, PAN: AAECR5881M**, an existing Company registered under the Companies Act' 1956 having its registered office at 78, Bentinck Street, 2nd Floor, Room No. 5B, Kolkata – 700 001, **P.O. G.P.O. P.S. Burrabazar**;
34. **CHARULATA TRADELINK PRIVATE LIMITED, PAN: AADCC8331Q**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Kolkata – 700 001, **P.O. & P.S. Burrabazar**;
35. **CHARULATA TIE UP PRIVATE LIMITED, PAN: AADCC8332P**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at P - 12, New Howrah Bridge Approach Road, 3rd Floor, Kolkata – 700 001, **P.O. & P.S. Burrabazar**;
36. **AMIYA TIE UP PRIVATE LIMITED, PAN: AAICA1423G**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Kolkata – 700 001, **P.O. & P.S. Burrabazar**;
37. **AKRUTI BARTER PRIVATE LIMITED, PAN: AAICA1369B**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 545/1, G. T. Road (South), 1st Floor, Room No. 30 & 31, Shyam Market, Howrah – 711 101, **P.O. & P.S. Shibpur**;
38. **SADABAHAR DEALER PRIVATE LIMITED, PAN: AAJCS9178F**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered offices at 135A, B R B Basu Road, 2nd Floor, Kolkata – 700 001, **P.O. Khengrapatty, & P.S. Hare Street**;
39. **EMINENTLY TRADERS PRIVATE LIMITED, PAN: AABCE3541J**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 18A, Mayfair Road, Ground Floor, South 24 Parganas, PIN: 700 019, **P.O. & P.S. Ballygunj**;
40. **ANURIMA MERCANTILE PRIVATE LIMITED, PAN: AAICA1422H**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No. 2, Kolkata – 700

012, **P.O. & P.S.** Burrabazar;

41. **AMIYA TRADELINK PRIVATE LIMITED, PAN: AAICA1426D**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 1st Floor, 545/1, G.T. Road (South), Shyam Market, Howrah – 711 101, **P.O. & P.S.** Shibpur;
42. **JAGADHATRI VYAPAAR PRIVATE LIMITED, PAN: AABCJ6815E**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 14/1, Judges Court Road, Alipore, South 24 Parganas, Pin – 700 027, **P.O. & P.S.** Alipore;
43. **AKASHGANGA TIE UP PRIVATE LIMITED, PAN: AAICA1368A** an existing Company registered under the Companies Act' 1956 & 2013 having its registered offices at P-12 New Howrah Bridge Approach, Kolkata – 700 001, **P.O. & P.S.** Burrabazar;
44. **SUMANGAL DEALTRADE PRIVATE LIMITED, PAN: AANCS7058J**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 135A, B.R.B Basu Road, 2nd Floor, Kolkata – 700 001, **P.O.** Khengrapatty & **P.S.** Hare Street;
45. **VIBGYOR MERCHANTS PRIVATE LIMITED, PAN: AADCV1584A**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered offices at 135A, B.R.B. Basu Road, 2nd Floor, Kolkata 700 001, **P.O.** Khengrapatty & **P.S.** Hare Street;
46. **NAVKETAN TIE - UP PRIVATE LIMITED, PAN: AADCN1538L**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered offices at 135A, B.R.B. Basu Road, 2nd Floor Kolkata – 700 001, **P.O.** Khengrapatty & **P.S.** Hare Street;
47. **GOLDVIEW COMMOTRADE PRIVATE LIMITED, PAN: AADCG6348M**, an existing Company registered under the Companies Act' 1956 & 2013 having its registered office at 135A, B.R.B. Basu Road, 2nd Floor, Kolkata – 700 001, **P.O.** Khengrapatty & **P.S.** Hare Street;
48. **NEW AGE TRADECOM PRIVATE LIMITED, PAN: AADCN1540N**, an existing Company registered under the Companies Act' 1956 & 2013 having its

registered office at 135A, B.R.B. Basu Road, 2nd Floor, Kolkata – 700 001, P.O. Khengrapatty & P.S. Hare Street.

49. **CONQUEST COMMERCIAL CO PRIVATE LIMITED, PAN: AABCC0163C,**
50. **MATRIBHUMI DEALERS PRIVATE LIMITED, PAN: AAECM5410D,**
51. **RUKMANI INTERNATIONAL PRIVATE LIMITED, PAN: AABCR5550Q,** 49 to 51 all being existing Companies registered under the Companies Act' 1956 & 2013 having their respective registered offices at 14, Netaji Subhas Road, 1st Floor, Kolkata – 700 001, P.O. & P.S. Burrabazar.
52. **LANSDOWN MEDICALS PRIVATE LIMITED, PAN: AAACL8776H,**
53. **SHRADDHA PROPERTIES PRIVATE LIMITED, PAN: AADCS7082E,**
54. **DAFFODIL VYAPAR PRIVATE LIMITED, PAN: AACCD0400E,**
55. **DEVKRIPA VANIJAYA PRIVATE LIMITED, PAN: AACCD4722H,**
56. **ANGIRA SALES PRIVATE LIMITED, PAN: AAFCA9336B,**
57. **BHUMI VINIMAY PRIVATE LIMITED, PAN: AACCB9850C,**
58. **N K TOWER PRIVATE LIMITED, PAN: AABCN7588E,**
59. **ROLCON FINVEST PRIVATE LIMITED, PAN: AABCR3611C,**
60. **SRIJAN REALTY PRIVATE LIMITED, PAN: AAHCS6112K,**
61. **SITALA INFRADEV PRIVATE LIMITED, PAN: AANCS8446G,**
62. **NEELKANTH INFRAREALTY PRIVATE LIMITED, PAN: AADCN1861G,**
63. **SHAGUN INFRA PROMOTERS PRIVATE LIMITED, PAN: AANCS8455P,**
64. **N K REGANCY PRIVATE LIMITED, PAN: AACCN2962K,**
65. **N. K. AGARWAL ESTATES PRIVATE LIMITED, PAN: AAACN9635P,**
66. **N K NIKETAN PRIVATE LIMITED, PAN: AACCN2961L,**
67. **EKTA VINIMAY PRIVATE LIMITED, PAN: AABCE3711G,**
68. **BASUKINATH VINIMAY PRIVATE LIMITED, PAN: AACCB4717C,**
69. **ELITE COMMODITIES PRIVATE LIMITED, PAN: AABCE3069R,**
70. **SIGMA CONSUMER GOODS PRIVATE LIMITED, PAN: AAICS0644M,**
71. **ZEST RETAILERS PRIVATE LIMITED, PAN: AAACZ2012L,**
72. **KAMRUP MARKETING PRIVATE LIMITED, PAN: AACCK3396G,**
73. **ZEST COMMERCIAL PRIVATE LIMITED, PAN: AAACZ2013M,**
74. **NORTH EAST CONSUMER GOODS PRIVATE LIMITED, PAN:**

- AABCN9126A,
75. SALASAR DISTRIBUTORS PRIVATE LIMITED, PAN: AAICS0643N,
 76. SHIVAM CONSUMER GOODS PRIVATE LIMITED, PAN: AAICS0642P,
 77. BALAJI RETAILERS PRIVATE LIMITED, PAN: AACCB3792K,
 78. MURLIDHAR TRADING PRIVATE LIMITED, PAN: AADCM8779N,
 79. EXPRESS COMMODITIES PRIVATE LIMITED, PAN: AABCE3068Q,
 80. N K ABAAS PRIVATE LIMITED, PAN: AABCN7821Q,
 81. ADINATH DEVCON PRIVATE LIMITED, PAN: AAICA2134Q,
 82. EKDANT PROCON PRIVATE LIMITED, PAN: AACCE3167D,
 83. UDAY INFOTECH PRIVATE LIMITED, PAN: AABCU0640C,
 84. AASTHA NIKETAN PRIVATE LIMITED, PAN: AAFCA7615K,
 85. SITALA DEVCON PRIVATE LIMITED, PAN: AANCS8445F,
 86. BHAGWATI INFRAREALTY PRIVATE LIMITED, PAN: AADCB9832F,
 87. BALGOPAL INFRAPROMOTERS PRIVATE LIMITED, PAN: AADCB9841J,
 88. BADRINATH INFRABUILD PRIVATE LIMITED, PAN: AADCB9834D,
 89. BHOOTNATH INFOTECH PRIVATE LIMITED, PAN: AADCB6920E,
 90. N.K. HIRISE PRIVATE LIMITED, PAN: AACCN1231D,
 91. SHAGUN REALDEV PRIVATE LIMITED, PAN: AANCS8454N,
 92. BHAGWATI INFRAPROMOTERS PRIVATE LIMITED, PAN: AADCB9833E,
 93. BALGOPAL REALDEV PRIVATE LIMITED, PAN: AADCB9840K,
 94. TIRUPATI CONSUMER GOODS PRIVATE LIMITED, PAN: AACCT0183E,
 95. MAYFAIR VYAPAAR PRIVATE LIMITED, PAN: AAECM0340C,
 96. KAMRUP DISTRIBUTORS PRIVATE LIMITED, PAN: AACCK3394E,
 97. EXPRESS CONSUMER GOODS PRIVATE LIMITED, PAN: AABCE3066A,
 98. SHIVAM RETAILERS PRIVATE LIMITED, PAN: AAICS0646K,
 99. TANVI TOWER PRIVATE LIMITED, PAN: AACCT5076A,
 100. NORTH EAST RETAILERS PRIVATE LIMITED, PAN: AABCN9125D,
 101. ADINATH INFRACON PRIVATE LIMITED, PAN: AAICA2133K,
 102. SALASAR CONSUMER GOODS PRIVATE LIMITED, PAN: AAICS0645L,
 103. KAMRUP COMMERCIAL PRIVATE LIMITED, PAN: AACCK3395F,

- 104. EKDANT INFRAPROPERTIES PRIVATE LIMITED, PAN: AACCE3168N,**
- 105. UDAY NIWAS PRIVATE LIMITED, PAN: AAACU8216F,**
- 106. NEW WAYS CONSUMER GOODS PRIVATE LIMITED, PAN: AABCN9879J,**
- 107. ELITE CONSUMER GOODS PRIVATE LIMITED, PAN: AABCE3067B,**
- 108. RIDHI SIDHI NIKETAN PRIVATE LIMITED, PAN: AADCR2855A,**
- 109. TIRUPATI ADVISORY SERVICES PRIVATE LIMITED, PAN: AACCT0182F,**
- 52 to 109** all are existing Companies registered under the Companies Act' 1956 & 2013 having their respective registered offices at 36/1A, Elgin Road, Bhowanipore, Kolkata - 700 020, **P.O. & P.S.** Bhowanipore.
- 110. MANISHA AGARWAL, PAN: ACSPA5053F** wife of Shri. Pawan Kumar Agarwal residing at 135G, S.P. Mukherjee Road, Kalighat, Kolkata - 700 026, **P.O. & P.S.** Tollygunge;
- 111. KIRAN AGARWAL, PAN: ADAPA1222B** wife of Shri. Shyam Sunder Agarwal residing at 135G, S.P. Mukherjee Road, Kalighat, Kolkata – 700 026, **P.O. & P.S.** Tollygunge, both 3.110 and 3.111 being represented by their Power of Attorney Holder **Shri. Ram Naresh Agarwal (PAN ACYPA1903G)**, son of Late Shri. Nand Kishore Agarwal, residing at 135G, S.P. Mukherjee Road, Kalighat, Kolkata – 700 026, **P.O. & P.S.** Tollygunge;
- 112. KYAL RESIDENCY LLP (Formerly known as Kyal Residency Private Limited), PAN: AARFK0385R,** registered under the Limited Liability Partnership Act' 2008 having its registered office at 36/1A, Elgin Road, Bhowanipore, Kolkata – 700 020, **P.O. & P.S.** Bhowanipore.
- 113. ANGELICA REALTY LLP (formerly known as Angelica Realty Private Limited), PAN: ABGFA4583M,**
- 114. TRIMUKH REGENCY LLP (formerly known as Trimukh Regency Private Limited), PAN: AALFT6823H,**
- 115. AKSHI VYAPAR LLP (formerly known as Akshi Vyapar Private Limited), PAN: ABGFA4581K,**
- 116. ARIT DEALCOM LLP (formerly known as Arit Dealcom Private Limited), PAN: ABGFA4580J,**
- 117. ELINA DEALERS LLP (formerly known as Elina Dealers Private Limited), Pan:**

AAGFE0567J,

- 118. AQUABLUE REALTY LLP (formerly known as Aquablue Realty Private Limited), PAN: ABGFA4579D, existing LLP's from 113 to 118 are registered under the Limited Liability Partnership Act' 2008 having its registered office at 36/1A, Elgin Road, Bhowanipore, Kolkata - 700 020, P.O. & P.S. Bhowanipore.**
- 119. SILVERLING REALTY LLP (Formerly known as Silverling Realty Private Limited), PAN: ADEFS1596G,**
- 120. DUMONT REALTY LLP (Formerly known as Dumont Realty Private Limited), PAN: AAMFD8009Q,**
- 121. MORVEN REALTY LLP (Formerly known as Morven Realty Private Limited), PAN: ABDFM8667R,**
- 122. FOXTAIL REALTY LLP (Formerly known as Foxtail Realty Private Limited), PAN: AAEFF9017G,**
- 123. BHUVI DEALTRADE LLP (Formerly known as Bhuvu Dealtrade Private Limited), PAN: AAQFB9535R,**
- 124. SILVERBELL REALTY LLP (Formerly known as Silverbell Realty Private Limited), PAN: ADEFS1602H,**
- 125. DELMON REALTY LLP (Formerly known as Delmon Realty Private Limited), PAN: AAMFD8063G,**
- 126. SUPERNOVA REALTORS LLP, PAN: ACYFS6635B,**
- 127. REDMAPLE REALTORS LLP, PAN: AATFR3959C,**
- 128. WATERTOWN ESTATES LLP, PAN: AACFW1929N, 119 to 128 all are existing LLPs registered under the Limited Liability Partnership Act' 2008 having their registered office at 36/1A, Elgin Road, Bhowanipore, Kolkata - 700 020, P.O. & P.S. Bhowanipore .**
- 129. DANTA CITYHOMES PRIVATE LIMITED, PAN: AAECD8483B,**
- 130. STHIRA NIRMAN PRIVATE LIMITED, PAN: AATCS4460L,**
- 131. INESH REALBUILD PRIVATE LIMITED, PAN: AADCI3865K,**
- 132. PADMESH ESTATES PRIVATE LIMITED, PAN: AAHCP4374Q,**
- 133. PADMESH SKYSCRAPPER PRIVATE LIMITED, PAN: AAHCP4622K,**
- 134. TRIMUKH SKYSCRAPER PRIVATE LIMITED, PAN: AAECT8174B,**

- 135. AKSAKA DEALTRADE PRIVATE LIMITED, PAN: AAMCA5226H,**
- 136. KIRATI HOMES PRIVATE LIMITED, PAN: AAFCK3550K,**
- 137. ROCANA BUILDERS PRIVATE LIMITED, PAN: AAGCR8542M,**
- 138. ASLESHA RESIDENCY PRIVATE LIMITED, PAN: AAMCA5911H,**
- 139. OMANA TRADECOM PRIVATE LIMITED, PAN: AABCO9711C, 129 to 139**
all are the existing companies registered under the Companies Act' 1956 & 2013
having their registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata - 700
020, **P.O. & P.S.** Bhowanipore .
- 140. ANGELICA VINIMAY PRIVATE LIMITED, PAN: AAJCA9846A** having its
registered office at 84A, Chitta Ranjan Avenue, 1st Floor, Suite No. 2, Kolkata – 700
012 **P.O. & P.S.** Bowbazar.
- 141. LILY COMMOTRADE PRIVATE LIMITED, PAN: AACCL1308F** having its
registered office at 1st Floor, Shop No. 30 & 31, 545/1, G. T. Road (South), Shyam
Market, Howrah – 711 101, **P.O. & P.S.** Shibpur.
- 142. CORNFLOWER ENCLAVE PRIVATE LIMITED, PAN: AAEC6075G** having
its registered office at 78, Bentinck Street, 2nd Floor, Room No. 5B, Kolkata – 700 001,
P.O. & P.S. Burrobazar.
- 143. MAGNOLIA TRADELINK PRIVATE LIMITED, PAN: AAHCM0527C** having
its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No.
119, Kolkata – 700 001 **P.O. & P.S.** Burrobazar.
- 144. CAMERTON PROPERTIES PRIVATE LIMITED, PAN: AAFCC6660C** having
its registered office at BE - 61, Sector - I, 1st Floor, Salt Lake, Kolkata - 700 064, **P.O.**
& P.S. Bidhannagar;
- 145. CAMERTON DEVELOPERS PRIVATE LIMITED, PAN: AAFCC6663B** having
its registered office at BE - 61, 1st Floor, Sector - I, Salt Lake, Kolkata - 700 064, **P.O.**
& P.S. Bidhannagar;
- 146. YASHOMATI PROPERTIES PRIVATE LIMITED, PAN: AAACY5109M**
having its registered office at P-12, New Howrah Bridge Approach Road, 3rd Floor,
Room No. 309, Kolkata – 700 001 **P.O. & P.S.** Burrobazar
- 147. ALPINIA COMMOTRADE PRIVATE LIMITED, PAN: AAJCA9845M** having
its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Shop

- No. 3, Kolkata – 700 001 **P.O. & P.S.** Burrobazar;
- 148. POPPY TRADELINK PRIVATE LIMITED, PAN: AAGCP8205K** having its registered office at P-12, New Howrah Bridge Approach Road, 3rd Floor, Room No. 309, Kolkata – 700 001 **P.O. & P.S.** Burrobazar;
- 149. GLADIOLUS BUILDERS PRIVATE LIMITED, PAN: AAFCG6194D** having its registered office at BE - 61, 1ST Floor, Salt Lake, Sector – I, Kolkata – 700 064, **P.O. & P.S.** Bidhannagar;
- 150. DELPHINIUM PROJECTS PRIVATE LIMITED, PAN: AAECD1075B** having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Room No. 13, Kolkata – 700 001 **P.O. & P.S.** Burrobazar;
- 151. PERIWINKLE PROMOTERS PRIVATE LIMITED, PAN: AAGCP4038A** having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119, Kolkata – 700 001 **P.O. & P.S.** Burrobazar
- 152. FREESIA VENTURES PRIVATE LIMITED, PAN: AABCF8877A** having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119 Kolkata - 700 001 **P.O. & P.S.** Burrobazar;
- 153. KALAYOGI ENCLAVE PRIVATE LIMITED, PAN: AAFCK3943A** having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No.3, Kolkata - 700 012 **P.O. & P.S.** Bowbazar;
- 154. DEVPUJAN INFRA TECH PRIVATE LIMITED, PAN: AAECD4403D** having its registered office at 14, Netaji Subhash Road, Kolkata – 700 001, **P.O.** Burrabazar **P.S.** Hare Street;
- 155. TORONADO NIWAS PRIVATE LIMITED, PAN: AAECT7178H** having its registered office at 53/4, P.N. Middy Road, Kolkata - 700 056, **P.O.** Belghoria, **P.S.** Nimta;
- 156. RICARDIA VINCOM PRIVATE LIMITED, PAN: AAGCR3671K** having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No. 3, Kolkata – 700 012 **P.O. & P.S.** Bowbazar.
- 157. ASLESHA VINIMAY PVT. LTD., PAN: AAMCA5912E** having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata – 700 020, **P.O. & P.S.** Bhowanipore

- 158. NIRNIDHI TRADELINK PVT. LTD., PAN: AACCN3085H** having its registered office at 135A, B.R.B. Basu Road, Kolkata – 700 001 **P.O. Burrabazar P.S. Hare Street,**
- 159. PARVATI TRADELINK PVT. LTD., PAN: AAFCP2898F** having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata – 700 020, **P.O. & P.S. Bhowanipore,**
- 160. MINI MORE, PAN AFBPM2283F,** wife of Mr. Abinash More, residing at 18A, Mayfair Road, Kolkata – 700 019. **P.O. Ballygunj P.S. Karaya .**
- 161. ANCHOR MERCHANTS PVT. LTD., PAN: AAICA1307P** having its registered office at 135A, B.R.B. Basu Road, Kolkata – 700 001 **P.O. Burrabazar P.S. Hare Street.**
- 162. NILAMBAR COMMERCE PVT. LTD., PAN: AADNC1539M** having its registered office at 135A, B.R.B. Basu Road, Kolkata – 700 001 **P.O. Burrabazar P.S. Hare Street.**
- 163. RAJENDRA PRASAD AGARWALA, PAN ACJPA0807G** son of Late Shri. Ram Prasad Agarwala, residing at 18A, Mayfair Road, Kolkata – 700 019. **P.O. Ballygunj P.S. Karaya.**
- 164. ABINASH MORE, PAN AEAPM8458A** son of Shri. Rajendra Prasad Agarwala, residing at 18A, Mayfair Road, Kolkata – 700 019 **P.O. Ballygunj P.S. Karaya.**
- 165. CHOWDHURY COMMERCIAL PVT. LTD., PAN: AABCC3980D** having its registered office at 27, Brabourne Road, Narayani Building, 1st Floor, Room No. 103, Kolkata – 700 001 **P.O. Burrabazar P.S. Hare Street,**
- 166. DURVISH BARTER PVT. LTD., PAN: AAECD3388B** having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata – 700 020, **P.O. & P.S. Bhowanipore**
- 167. DHANPRAYOG TRADECOM PVT. LTD., PAN: AAECD3487F** having its registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata – 700 020 **P.O. & P.S. Bhowanipore,**
- 168. MEGHA AGARWALA, PAN: ASQPS3627M,** wife of Shri. Piyush Agarwala residing at P-10, New Howrah Bridge Approach Road, Kolkata – 700 001, **P.O. & P.S. Burrabazar,**

(1 to 168 are hereinafter jointly referred to as the OWNERS being represented by their Constituted Attorney **SOUTHWINDS PROJECTS LLP, (PAN ABJFS2172D)** a Limited Liability Partnership, incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 6A, Elgin Road, P.O. **Bhawanipore, PS Bhawanipore, PIN 700 020**, represented by its authorized signatory _____ (PAN _____) (Aadhar no. _____) (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors – in-office and/or assigns) of the **ONE PART**.

And

SOUTHWINDS PROJECTS LLP, (PAN ABJFS2172D), a Limited Liability Partnership, incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 6A, Elgin Road, P.O. Bhawanipore, PS Bhawanipore, PIN 700 020, represented by its authorized signatory _____(PAN _____) (Aadhar no. _____) duly authorized by the partners of the LLP in terms of the authority letter, dated 05/02/2018, hereinafter referred to as the “**DEVELOPER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the said LLP, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assignees)

(The “Owners” and “Developer” shall hereinafter, collectively, be referred to as the “**Promoters**”)

And

[If the Allottee is a Company]

_____ **LTD** (PAN _____), (**CIN no.** _____) a Company incorporated under the provisions of the Companies Act, [1956 & 2013 or 2013, as the case may be], having its registered office at _____, represented by its authorized signatory, _____, (Aadhar 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).

[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, _____, (Aadhar no. _____) 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 Partnership, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and a Partnership).

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhar no. _____) son /daughter of _____, aged about _____ residing at _____, (PAN _____), hereinafter called the “ALLOTTEE” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the allottee’s heirs, executors, administrators, successors-in-interest and permitted assigns).

(Repeat above for Joint Allottees, if any)

[OR]

[if the Allottee is an LLP]

_____ LLP, (PAN _____) a Limited Liability Partnership having its principal place of business at _____, (PAN _____), represented by its authorized signatory _____, Aadhar no. _____, PAN _____, duly authorized vide _____ meeting dated _____, 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 are partners for the time being of the LLP and/or the Partner’s legal heirs, executors administrators, successors-in-interest and permitted assigns)

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar 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” of the FOURTH PART (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and the irrespective heirs, executors, administrators and permitted assigns).

(The “Promoter” and “Allottee” shall hereinafter, collectively, be referred to as the “Parties” and individually as a “Party”)

DEFINITIONS:

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

- (a) **“Act”** means the West Bengal Housing Industry Regulation Act, 2017(West Ben. Act XLI of 2017);
- (b) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018 made d under the West Bengal Housing industry Regulation Act, 2017;
- (c) **“Regulations”** means the Regulations made under the West Bengal Housing industry Regulation Act, 2017;
- (d) **“Section”** means a section of the Act.

WHEREAS:

- A.** The Owners are the absolute and lawful owner of the Said Land, (as defined in clause **“J”** below) more fully described in the **Part-I** of the **FIRST SCHEDULE** hereto, which was purchased by the Owners from time to time in the name of several companies as per the particulars of title deeds of the Said Land details of which are given in the **SECOND SCHEDULE** hereto.

- B.** The Developer entered into an agreement dated the 2nd day of July, 2013 (the **“FIRST AGREEMENT”**) with the owners from serial number 1 to 109 of the above mentioned Owners for developing and/or constructing a building complex on the land, morefully described therein , for the consideration and on the terms and conditions contained therein;

- C.** By another Agreement dated the 9th day of March, 2016 (the **“SECOND AGREEMENT”**) between the Developer and the owners from serial no. 1 to 112 of the above mentioned Owners some amendments were made in the First Agreement whereby the area of the land agreed to be developed was revised (**the “LAND I”**) for the consideration and on the terms and conditions contained therein.

- D.** Land I as aforesaid, (as also Land II and Future Development Land, (both as defined below) and also any further parcels of land, as and when purchased, (the **“ADDED AREA”**) are intended to be developed by construction of an integrated building complex to be known as **“SOUTHWINDS”** to be constructed in several phases (the **“PROJECT/COMPLEX”**) mainly comprising of residential apartments in several buildings as also commercial units, all in one building, and also consisting of other spaces and common areas.

- E.** The Developer, after having obtained the sanctioned plan from Rajpur-Sonarpur Municipality vide plan no. 155/Rev/CB/23/38 dated 03/10/2016 (the “**SAID PLAN**”) has now taken up construction of the building in which the commercial units of the Project/Complex (“**COMMERCIAL PHASE**”) is to be/are being built, as per the Said Plan, on the land earmarked for the building of the said Commercial Phase, as demarcated and shown in “**BLUE**” color on the Plan annexed hereto and marked as **Annexure –A** (the “**COMMERCIAL PHASE LAND**”) and has offered for sale units in the said Commercial Phase to allottees as per the general terms and conditions registered in the office of DSR IV in Book No. 1 CD Volume No. 27, Pages 1415 to 1476 being no. 04974 for the year 2013 and supplementary general terms and conditions registered in the office of DSR IV in Book No. IV CD Volume No. 1604-2015, Pages 6812 to 6827 being no. 160400720 for the year 2015. (collectively the “**GTC**”). The intending allottees/purchasers of the Commercial Phase have also been informed of the future development to be carried at the other Phases in the Project/Complex and have been also informed that the ultimate Shared Common Area (as defined below) and also the shared amenities of the Project/Complex will at all time be shared/used by/amongst all flat owner/ purchasers of the Project/Complex.
- F.** The common areas of the Project/Complex, inter alia, are proposed to have amenities and facilities, which would be situated in various phases of construction of the Project/Complex (and/or on the Added Areas, if any) which will be earmarked and/or meant to be used in common by occupants of the various units (of all types) within the Project/Complex, in due course, as and when they are available for use and enjoyment, depending upon the progress of the construction and development of the Project /Complex. (collectively the “**COMPLEX COMMON AREAS**”). All common areas of the building in the Commercial Phase being constructed on the Commercial Phase Land, will, however, be meant and/or be earmarked only for the exclusive use of the occupants of the units of the building in the Commercial Phase, details of which are given in **Part-I of the THIRD SCHEDULE** hereunder written. (the “**EXCLUSIVE COMMON AREAS**”). Apart from the Exclusive Common Area, the occupants of the units in the building of the Commercial Phase being constructed on the said Commercial Phase Land, will also be entitled to use and enjoy some of the other specified facilities and amenities of the Complex Common Area, details of which are given in **Part-II of the THIRD SCHEDULE** hereunder written. (the “**SHARED COMMON AREAS**”)

- G.** The Owners from serial number 113 to 156 of the above mentioned Owners purchased another parcel of land measuring 397.12 Decimal ("LAND II") which was added to Land I already purchased and thereafter an Agreement dated 15.03.2017 was entered into for development of the Land I and Land II for the consideration and on the terms and conditions mentioned therein (the "**THIRD AGREEMENT**"). The Third Agreement was registered in the office of ARA I in book no. I, Volume 1901-2018 pages 14532 to 14993 being no. 190100257 of 2018.
- H.** The owners from serial no. 1 to 156 have executed several Power of Attorneys which were registered in the office of ARA III respectively in book no. IV Volume 1903-2018 pages 37940 to 38011 being no. 190301218 of 2018 dated 23rd February, 2018, book no. IV Volume 1903-2018 pages 44276 to 44361 being no. 190301219 of 2018 dated 23rd February, 2018, book no. IV Volume 1903-2018 pages 39429 to 39497 being no. 190301282 of 2018 dated 28th February, 2018, book no. IV Volume 1903-2018 pages 41755 to 41820 being no. 190301367 of 2018 dated 7th March, 2018, book no. IV Volume 1903-2018 pages 41821 to 41885 being no. 190301368 of 2018 dated 7th March, 2018 and book no. IV Volume 1903-2018 pages 41886 to 41948 being no. 190301369 of 2018 dated 7th March, 2018 in favour of the Developer enabling it to undertake all the obligations set out in the above referred Third Agreement including but not limited to development and sale of the buildings consisting of apartments/flats ("**Units**") and for that purpose to execute agreements with the prospective purchasers and to receive and appropriate the receipts in respect of the aforesaid allotment/sale and to give receipt for the same as per the terms of the Third Agreement and to execute, admit and present for registration, on behalf of the parties, agreements and/or conveyances for sale or lease and/or transfer of flat(s) and/or unit(s) and to appear before the appropriate authority including Registrar and Sub-Registrars.
- I.** The owners from serial no. 1 to 156 of the abovementioned Owners as well as the Developer, thereafter, for the benefit and betterment of the construction and facilities of the buildings in the Project/Complex, gifted and/or transferred 20.23 Decimals of land from the above Land II to WBSEB and various others.
- J.** The Developer, thereafter, during the course of construction and development of the Project/Complex agreed to add additional parcels of land measuring more or less 158.06 Decimals, which land is situated in the adjoining area and is shown in Plan annexed hereto and marked in **ANNEXURE -A** and is delineated

in colour “**GREEN**” thereon (the “**FUTURE DEVELOPMENT LAND**”) and the owners of the said Future Development Land being owners from serial Nos. 157 to 168 (along with other co-owners) have agreed with the Developer for including the Future Development Land to Land-I, and Land-II. The formal Joint Development Agreement for such inclusion of the Future Development Land within Land-I, and Land-II shall be executed and registered shortly. The said addition of Future Development Land has increased the present area of the land under development (being Land-I, Land-II and the Future Development Land) and the revised area has become more or less 1606.9387 decimals which revised area of land under development is morefully described in **PART I** of the **FIRST SCHEDULE** hereunder written (the “**SAID LAND**”) The Allottee has no objection to such increase in the area of the Land-I and Land-II by the addition of the Future Development Land. The Allottee further agrees to allow and hereby gives consent to the Promoters for modification of the Said Plan and/or new sanctioned plan, as the case may be, to incorporate and/or include such Future Development Land already purchased within the area of the Land I and Land II and/or the constructions to be made thereon. The Allottee also has no objection to the consequent change in the percentage of undivided interest of the Allottee in the Shared Common Areas and also to the Exclusive Common Areas and other facilities appertaining to the units in the Commercial Phase built on the Commercial Phase Land and the Allottee has also no objection and hereby gives his unequivocal and unconditional consent to the Developer for making necessary amendments to the particulars (including amendments to the particulars as prescribed in several prescribed forms under West Bengal Apartment Ownership Rules, 1974, and/or otherwise) submitted/to be submitted to the Competent Authority under the West Bengal Apartment Ownership Act, 1972 and/or the Rules and Bye-Laws framed thereunder in such manner and at such time as may be so required.

- K.** The Developer will take up construction and development of other phases of the Project/Complex in due course as per the Said Plan and/or as per further plans to be sanctioned in due course.
- L.** It is clarified that this agreement relates only to the Commercial Phase of the Project/Complex being built on the Commercial Phase Land.
- M.** The Promoters is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Commercial Phase Land built on the Said Land on which Project/Complex and/or the Commercial Phase is being constructed and/or has been duly

completed.

- N. The Promoter agrees and undertakes that it shall not make any changes to the Said Plan except in strict compliance with the provisions of the Act and other laws as applicable;
- O. The Promoters have registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ and the Registration No. _____.
- P. The Allottee has applied for allotment of shops/units/office/show room in the building of the Commercial Phase of the said Commercial Phase Land being constructed on the Project/Complex under development vide application No. [■] dated [■] and has been allotted one unit (morefully described in the **FOURTH SCHEDULE** hereunder written and collectively the “**SAID UNIT**” and a floor plan showing the Said Unit in “**YELLOW**” border thereon is annexed hereto and marked as “**ANNEXURE-B**”) being No.[■]having carpet area of [■] square feet, on the[■]floor in the Commercial Phase along with [■]Nos. open car parking No. [■] admeasuring [■] square feet, more or less, and/or together with right to use pro rata share in the common areas of the Complex, which common areas is defined in **PART-I-** and **PART-II-** of the **THIRD SCHEDULE** hereunder written (the “**EXCLUSIVE COMMON AREAS**” and “**SHARED COMMON AREAS**” respectively).
- Q. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein
- R. 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/Complex;
- S. The Parties clearly understood that, registration of this agreement is mandatory as prescribed under the provisions of the Act and the Parties will comply with this mandatory requirement. In case of failure and/or non-compliance of this mandatory requirement by the Parties or any of them, then, and in such event, this Agreement shall be deemed to have been cancelled and the consequences arising out therefrom as mentioned elsewhere in this Agreement will follow.

- T. The Allottee has been made aware and has unconditionally agreed that the occupants of apartments in other phases of the entire Project/Complex shall also have complete and unhindered access to the Shared Common Areas, as morefully described in **Part-II** of the **THIRD SCHEDULE** hereunder written as also to all amenities and facilities of the Project/Complex which are meant or allowed by the Promoters for use and enjoyment by such other co-owners and/or third parties, as the case may be.
- U. 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;
- V. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell, in the manner mentioned below, and the Allottee hereby agrees to purchase the Said Unit, as specified in para “**P**” above in the manner mentioned below.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoters agree to sell to the Allottee and the Allottee hereby agrees to purchase, the Said Unit as more fully described in the **FOURTH SCHEDULE** herein below.
- 1.2 The Total Price for the Said Unit based on the carpet area of the Said Unit is Rs.____/- (Rupees ___ only) as per the details given in **Part-I** of the “**FIFTH SCHEDULE**” hereunder written (the “**TOTAL PRICE**”)

- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, 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 Said Unit to the Allottee and the Project to the association of allottees after obtaining the completion certificate.

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

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of Said Unit includes recovery of price of land, cost of construction of not only the Said Unit but also the Exclusive Common Areas and the Shared Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Said Unit, lift, water line and plumbing, tiles, doors, windows, fire detection and fire fighting equipment in the Shared Common Areas and Exclusive Common Areas, maintenance deposits and other charges as mentioned in clause 1.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Unit and the Project/Complex.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the

demand letter being issued to the Allottee, which shall only be applicable on subsequent payments 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/Complex (as extended) the same shall not be charged from the Allottee.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Part-II** of the **FIFTH SCHEDULE** hereto (the “**PAYMENT PLAN**”).
- 1.5 It is agreed that the Promoter shall not make any additions and/or alterations in the sanction plans, lay-out plans and specifications and the nature of fixtures, fittings and amenities described herein in **SIXTH SCHEDULE** (which shall be in conformity with the advertisement, prospects etc on the basis of which sale is effected) in respect of the Said Unit without the previous written consent of the Allottee, as per the provisions of the Act, provided that, the Promoter may make such minor additions or alterations, as may be required by the Allottee or such minor changes or alteration as per the provisions of the Act.
- 1.6 The Promoter shall confirm to the Allottee the final carpet area of the Said Unit that has been allotted to the Allottee after the construction of the building of the Commercial Phase in the said Commercial Phase Land is complete and the occupancy certificate (or such other certificate by whatever name called is issued by the competent authority) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area, then the Promoter shall refund the excess money paid by the Allottee within 45 (forty five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is an increase in the carpet area, which is not more than three percent of the carpet area of the Unit allotted to the allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **PART-II** of the **FIFTH SCHEDULE**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.7 Subject to para 10.3 below the Promoter agrees and acknowledges, that the Allottee shall have the right to the Said Unit, as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Said Unit;

- (ii) The Allottee shall also have right to use undivided proportionate share in the Shared Common Areas and the Exclusive Common Areas. Since the share / interest of the Allottee in the Shared Common Areas and the Exclusive Common Areas is undivided and cannot be divided or separated, the Allottee shall and bear and pay the proportionate cost of the Shared Common Areas along with other occupants, maintenance staff etc. of the Project/Complex and bear and pay the proportionate cost of the Exclusive Common Areas along with other occupants, maintenance staff etc. of the Commercial Phase only, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Complex Common Areas to the association of allottees after duly obtaining the completion certificate (or such other certificate by whatever name called is issued by the competent authority) of the Project/Complex from the competent authority as provided in the Act.
- (iii) The computation of price of the Said Unit includes recovery of price of land, construction of (not only the Said Unit but also) the Shared Common Areas and Exclusive Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Said Unit, lift, waterline and plumbing, finishing with tiles/mosaic flooring, (as agreed) doors, windows, fire detection and fire fighting equipment, (only to the extent, as required under the relevant law(s)) in the common areas, maintenance charges as per para 12 etc and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Unit and/or the Commercial Phase and/or the Project/Complex.
- (iv) The Allottee has the right to visit the Commercial Phase Land to assess the extent of development of the Commercial Phase in the Project/Complex and the Said Unit, as the case may be. .
- (v) The computation of the price of the Said Unit also includes the cost of the Open car parking etc, if any, allotted to the Allottee by the Promoter , and as mentioned in the **FOURTH SCHEDULE** hereto.

1.8 It is made clear by the Promoter and the Allottee agrees that the Said Unit along with the Open car parking, as the case may be, (if any, allotted to the Allottee by the Promoter and as so mentioned in the **FOURTH SCHEDULE** hereto) shall be treated as a single indivisible unit for all purposes. It is agreed that the

Project/Complex including the Commercial Phase is an independent self-contained Project/Complex covering the Said Land and is not a part of any other Project/Complex or zone and shall not form a part of and/or linked/combined with any other complex and/or project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that the Allottee's right to use the Exclusive Common Areas in the Project/Complex is limited to the Commercial Phase of the Project/Complex and as given herein.

- 1.9 The Promoter agrees to pay all outgoing before transferring the physical possession of the /Unit to the allottees, which the Promoter has collected from the allottees (including the Allottee herein) for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances, and such other liabilities payable to competent authorities, banks(s) and financial institutions which are related to the Project/Complex). If the Promoter fails to pay all or any of the outgoings collected by the Promoter from the allottees, (including the Allottee herein) or any liability, mortgage loan and interest thereon before transferring the apartments respectively to the allottees, then, and in such event, 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 proceeding which may be taken therefore by such authority or person.
- 1.10 The Allottee, has paid a sum of Rs, _____ (Rupees _____ only) as booking amount, being part payment towards the Total Price of the Said Unit at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Unit as prescribed in the Payment Plan (**Part-II** of the **FIFTH SCHEDULE** hereunder written) as may be demanded by the Promoter within the time and in the manner specified therein.

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

2. MODE OF PAYMENT:

Subject to the terms of the Agreement, the Allottee shall make all payments and the Promoter abiding by the construction milestones, on written demand/email by the Promoter, within the stipulated time as mentioned in the Payment Plan or

otherwise, through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of '**SOUTHWINDS PROJECTS LLP**, payable at Kolkata or in the manner mentioned in the said demand/email. Outstation cheques shall not be accepted. Further, on dishonour of a cheque on any ground whatsoever, the Allottee shall be liable to pay to the Promoter a charge of INR 500/- (Indian Rupees Five hundred) plus applicable taxes, for every such dishonour.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the 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 Allottee understands and agrees that in the event of any failure on Allottee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the commercial status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by the Allottee under any head(s) of dues against lawful outstanding of the Allottee against the Said Unit, if any, in the Allottee's name and the Allottee undertakes 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 Commercial Phase in the Project/Complex as disclosed at the time of registration of the Commercial Phase in the Project/Complex with the Authority and towards handing over the Said Unit to the Allottee and the Shared Common Areas and the Exclusive Common Areas to the association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE SAID UNIT:

The Allottee has seen and accepted the proposed layout plan and floor plan of the Said Unit shown in **Annexure-B**, specifications, amenities and facilities of the Said Unit/Commercial Phase as mentioned in the **SIXTH SCHEDULE** hereto and have accepted the same which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Commercial Phase in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms of 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 Rajpur Sonarpur Municipality 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 SAID UNIT:

7.1 Schedule for possession of the Said Unit - The Developer agrees and understands that timely delivery of possession of the Said Unit to the Allottee and the Complex Common Areas to the association of allottees is the essence of the Agreement. The Developer assures to hand over possession of the Said Unit along with right to use and complete Complex Common Areas, which common areas is defined in **PART-I** and **PART-II** of the **THIRD SCHEDULE** hereunder written (the **"EXCLUSIVE**

COMMON AREAS” and **“SHARED COMMON AREAS”** respectively).with all specifications, amenities and facilities of the Complex in place on **APRIL 2019**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project/Complex (the **“FORCE MAJEURE”**). If, however, the completion of the Project/Complex is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Said Unit being constructed in the Commercial Phase of the Project/Complex, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project/Complex due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that the Allottee shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) from the competent authority shall within a maximum period of fifteen days from such date (the **“NOTICE OF POSSESSION”**) offer in writing the possession of the Said Unit, to the Allottee in terms of this Agreement by sending the notice of such offer by speed post calling upon the Allottee to take possession of the Said Unit within a maximum of forty five days from the date receipt of the said Notice Of Possession by the Allottee (the **“POSSESSION DATE”**) Provided that the conveyance deed of the Said Unit in favour of the Allottee shall be executed and registered by the Promoter (subject however to the Allottee making all payments as mentioned in the **FIFTH SCHEDULE** hereto and taking possession of the Said Unit in terms of the Notice Of Possession and making payment of the stamp duty, registration charges and legal charges to the Promoter as per requisition of the Promoter) within three months from the date of issue of occupancy certificate as provided by the relevant laws in West Bengal. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter /association of allottees, as the case may be after the issuance of the completion certificate for the Project/Complex. The Promoter shall hand over a copy of the

occupancy certificate (or such other certificate by whatever name called issued by the competent authority) of the Project/Complex and/or the Said Unit, as the case may be, to the Allottee at the time of conveyance of the Said Unit in favour of the Allottee.

7.3 Failure of the Allottee to take Possession of Said Unit - Upon receiving the Notice Of Possession from the Promoter, as per para 7.2, the Allottee shall take possession of the Said Unit from the Promoter within the Possession Date by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Unit to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, and/or even after the expiry of the Possession Date, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 and the same shall be treated as Deemed Possession.

7.4 Possession by the Allottee - After obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent authority, and handing over physical possession of the Said Unit to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including for Exclusive Common Areas and Shared Common Areas, to the association of allottees or the competent authority, as the case may be, as per local laws i.e, the West Bengal Apartment Ownership Act, 1972, as amended up to date which provides for submission of the property comprised within the Complex/Project within three years from the date of completion certificate for the Complex/Project issued by the competent authority and to have the association of allottees formed in the manner provided in the Act.

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his/her/ its allotment in the Complex as provided in the Act.

Provided that, where the Allottee proposes to cancel/withdraw from the Complex without any fault of the Promoter, the Promoter herein shall be entitled to forfeit the Booking Amount paid for the allotment, along with the interest liabilities, and together with deduction of such other tax/levy as may be applicable at the time of such withdrawal by the Allottee. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty five) days of such cancellation. Such refund shall be made without any interest or compensation and all charges and expenses that may be incurred by the Promoter in making such refund shall be borne by the Allottee.

Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Promoter shall have the right to re-allot the Said Unit to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the

Allottee under any allotment letter issued or this Agreement shall also stand terminated.

7.6 Compensation –

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1. or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project/Complex, without prejudice to any other remedy available, to return the total amount received by him in respect of the Said Unit, along with interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules within 45 (forty-five) days of it becoming due. Provided That where the Allottee does not intend to withdraw from the Project/Complex, the Promoter .There are no encumbrances upon the Said Land or the Project/Complex except shall pay the Allottee interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules for every month of delay, till the handing over of the possession of the Said Unit, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

Provided That where the Allottee does not intend to withdraw from the Project/Complex, the Promoter shall pay the Allottee interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules for every month of delay, till the handing over of the possession of the Said Unit, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

8. REPRESENTATION AND WARRANTIES OF THE PROMOTERS:

The Promoters hereby represent and warrant to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the Said Land;

the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for construction of the Project/Complex;

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project/Complex;
- (iii) There are no encumbrances upon the Said Land.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Said Land, Project or the Said Unit save and except WP NO. 316 of 2018 which is an untenable claim made by persons wrongfully interpreting the Urban Land (Ceiling and Regulation) Act, 1976 and another Title Suit Being numbered T.S. No. 114 of 2015 pending before Jr Div. 2nd Court Baruipur both of which the Promoter is defending as per the advice of the advocates and which the Promoter is confident of resolving.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project/Complex, Said Land and Said Unit 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/Complex, Said Land, buildings/blocks in the Commercial Phase as well as other phases of the Project/Complex, Said Unit and the Exclusive Common Areas as well as the Shared Common Areas;
- (vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the Project/Complex and the Said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoters confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Unit to the Allottee and

the right to use Complex Common Areas.

- (x) The Said 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 Said 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 Project/Complex to the competent Authorities till the completion certificate has been issued and possession of Unit or building, as the case may be, along with Complex Common Areas (equipped with all the specifications, amenities and facilities as mentioned in the **SIXTH SCHEDULE** hereto) has been handed over to the Allottee and the association of allottees or the competent authority, as the case may be.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Said Land and/or the Promoter/Complex.

9. COVENANTS & RIGHTS OF THE ALLOTTEE

- 9.1 The Allottee, with the intention to bring all persons into whosoever's hands the Said Unit may come, hereby covenants and agrees with the Promoter as follows:
 - 9.1.1 that the Allottee shall observe, perform and fulfil the covenants, stipulations, restrictions and obligations required to be performed by the Allottee herein, including but not limited to those mentioned in the **SEVENTH SCHEDULE** hereunder written
 - 9.1.2 that the Allottee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually and in a timely manner;
 - 9.1.3 that, on and from the Possession Date, the Allottee shall at all times make timely payment of the proportionate common charges and expenses to the Promoter or the Association, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Promoter or the Association, as the case may be, failing which the Promoter or the Association, as the case may be, shall be entitled to take such action as it may deem fit;

- 9.1.4 that the Common Charges and Expenses shall be proportionately divided amongst the co-buyers and/or co-occupiers of the Complex, in such manner as may be decided by the Promoter or the Association, as the case be, from time to time in this regard;
- 9.1.5 that the right of the Allottee to use the Complex Common Areas shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Common Charges and Expenses as determined and thereafter billed by the Promoter or the Association, as the case maybe, and performance by the Allottee of all his/her/its obligations in respect of the terms and conditions specified by the Promoter or the Association, as the case maybe, from time to time;
- 9.1.6 that the Allottee shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as “**Outgoings**”) related to the Said Unit on and from the Possession Date. However, so long as the Said Unit is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Allottee shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Said Unit to the Promoter or the Association, as the case may be. Further, on and from the Possession Date, the Allottee shall be liable to pay proportionately with the occupants of the Project/Complex all Outgoings for the Shared Common Areas and shall also be liable to pay proportionately with the occupants of the Commercial Phase all outgoings of the Exclusive Common Areas on the basis of bills to be raised by the Promoter or the Association, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof;
- 9.1.7 that the Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Said Unit in the records of the concerned authorities and shall keep the Promoters indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Promoters due to non-fulfilment and/or non-observance of this obligation by the Allottee;
- 9.1.8 that the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter or the Association;
- 9.1.9 that wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Co-buyers in the Project/Complex and/or in the Commercial Phase, the same shall be in the proportion which the Carpet Area of the Said Unit bears to the total Carpet Area of all the Units in the Project/Complex and/or in the Commercial Phase;

- 9.1.10 that the Allottee shall grant and shall ensure that the Association shall grant to the Promoters, the co-buyers and/or co-occupiers of the Project/Complex and all their successors-in-interest/title unfettered and perpetual easements over, under and above all Complex Common Areas;
- 9.1.11 that the Allottee shall use the Said Unit or any part thereof or permit the same to be used only for commercial purposes. Further, the Allottee shall use the garage or parking space allotted to them only for the purpose of keeping or parking vehicles;
- 9.1.12 that the Allottee agrees that the Promoter and the Association, shall have the right of unrestricted access to all Complex Common Areas, garages/parking spaces and other areas of the Project/Complex, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works either over-ground or under-ground, as may be required for the Project/Complex, and the Allottee agrees to permit the Promoter and the Association to enter into the Said Unit 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;
- 9.1.13 that the Allottee hereby accepts not to alter, modify or in any manner change (1) the elevation and exterior colour scheme of the Said Unit and the building; (2) design and/or the colour scheme of the windows, grills and the main door of the Said Unit; and/or (3) the common lobby; and the Allottee shall not block the common lobby by installing/fixing shoe racks and/or install/fix tiles in the balcony; also the Allottee shall not change or caused to be changed the outdoor units of AC other than specified locations.
- 9.1.14 that the Allottee hereby accepts not to alter, modify or in any manner change the structure or any civil construction in the Said Unit and the building.
- 9.1.15 that the Allottee hereby also accepts not to sub-divide the Said Unit and the Exclusive Common Areas and/or the Shared Common Areas, under any circumstances;
- 9.1.16 that the Allottee agrees not to raise any obstruction and/or objection to the construction of the Added Area in the Commercial Phase Land and/or in the Project/Complex.
- 9.1.17 that the Allottee hereby also accepts not to change/alter/modify the name of the building from that mentioned in this Agreement; and
- 9.1.18 that the Allottee hereby accepts, confirms and declares that the covenants of the Allottee as contained in this Agreement shall (A) run perpetually; and (B) bind the

Allottee and his/its successors-in-title or interest and that the Allottee shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement.

10. EVENT OF DEFAULTS AND CONSEQUENCES:

10.1 Subject to the Force Majeure clause, the Promoters shall be considered under a condition of Default, in the following events:

- (i) The Promoter fails to provide ready to move in possession of the Said Unit to the Allottee within the time period specified in para 7.1 or fails to complete the Complex within the stipulated time disclosed at the time of registration of the Complex with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Said Unit 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 business as a developer on account of suspension or revocation of Promoter registration under the provisions of the Act or the Rules or Regulations made there under.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit, along with interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules, within 45 (forty five) days of receiving the termination notice.:

Provided that, where the Allottee does not intend to withdraw from the Complex or terminate the Agreement, he/she/it shall be paid, by the Promoter, interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Unit, which shall be paid by the Promoter to the Allottee within 45 (forty five) days of the same becoming due.

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

- (i) In case the Allottee fails to make payment for two consecutive demands made by the Promoter as per the Payment Plan, of any amount due and payable by the Allottee under this Agreement (including his/her/its proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. It is further clarified that, reminders and or notices for payment of instalments or notice for rectification of default as per the Payment Schedule shall also be considered as Demand for the purpose of this clause. In such event the Allottee shall be liable to pay to the Promoter, interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules, on all unpaid amounts from the date the amount is payable by the Allottee.
- (ii) Without prejudice to the right of the Promoter to charge interest in terms of Clause 10.3 (i) above, in case the default by the Allottee under Clause 10.3 (i) above continues for a period beyond two consecutive months after notice for rectification of default from the Promoter in this regard, the Promoter, at its own option, may cancel the allotment of the Said Unit in favour of the Allottee and terminate this Agreement and refund the money paid to the Promoter by the Allottee after deducting the Booking Amount and the interest liabilities and after deduction of such other tax/levy as may be applicable at the time of such termination by the Promoter, and this Agreement and any liability of the Promoter shall thereupon stand terminated.

Provided that, the Promoter shall intimate the Allottee about the Promoter's intention to terminate this Agreement by a written notice of at least 30 (thirty) days prior to such termination.

- (iii) On and from the date of refund of the amount as mentioned in Clauses 10.2 and 10.3 (ii) above, as the case may be, this Agreement shall stand cancelled automatically without any further act from the Allottee and the Allottee shall have no right, title and/or interest on the Said Unit, the Complex and/or the Said Land or any part or portion thereof, and the Allottee shall further not be entitled to claim any charge on the Said Unit and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.
- (iv) For the avoidance of doubt, it is hereby clarified that the Promoter shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Allottee in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by the Indian postal authority or due to a change in address of the Allottee (save as provided in this Agreement) or loss in transit.

11. CONVEYANCE OF THE SAID UNIT:

The Promoters on receipt of Total Price of the Said Unit, as per para 1.2 above and as mentioned in the **FIFTH SCHEUDLE** below from the Allottee, shall execute a conveyance deed and convey the title of the Said Unit (within three months from the date of Completion Certificate or such other certificate by whatever name called issued by the competent authority but within a maximum period of 3 months from the Date of Completion Certificate) to the Allottee. In case, however, the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in favour of the Allottee till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

12. MAINTENANCE OF THE SAID UNIT/ PROJECT/COMPLEX:

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

The cost of such maintenance from the date of the Allottee taking over physical

possession and/or from the Possession Date, (as mentioned in 7.1 above) whichever is earlier, is payable by the Allottee for the Said Unit proportionately as per the rates to be calculated on per square feet basis (of the carpet area of the Said Unit) and/or in the manner as provided in this agreement and/or as may be so decided by the Promoter and/or the association of allottee, as the case may be.

12.1 INTERIM MAINTENANCE PERIOD

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

- 12.1.1 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 the user charges for the utilities being provided on “pay by use” basis, if any.
- 12.1.2 The Promoter shall be responsible to provide and maintain essential services in the Complex till the taking over of the maintenance of the Complex by the Association as provided in this Agreement. The cost of such maintenance shall be borne and paid by the Allottee proportionately for the Said Unit.
- 12.1.3 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/Complex such as fire detection and protection and management of general security control of the Said Unit.
- 12.1.4 The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the allottees are bound to follow the same.
- 12.1.5 After the Common Areas of the Complex are handed over to the Association, the

Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

12.2 FORMATION OF ASSOCIATION

12.2.1 The Promoter shall, in accordance with Applicable Laws, call upon the respective apartment owners to form an association (“**ASSOCIATION**”), and it shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Complex Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee hereby authorizes the Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

12.2.2 Each Said Unit in the Complex shall represent one (1) share, irrespective of the number of persons owning such unit. Further, in the event Said Unit is owned by more than one (1) person, then the person whose name first appears in the nomenclature of this Agreement as the Allottee shall only be entitled to become a member of the Association. In the event that the Allottee is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Allottee shall not be entitled to become a member of the Association.

12.2.3 Upon formation of the Association, the Promoter shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the “**HANDOVER DATE**”). Save as provided herein, on and from the Handover Date, the Association shall inter alia become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been

procured/ obtained/ entered into by the Promoter and the Association shall take the responsibility for proper safety and maintenance of the Complex and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and the Promoter shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Allottee and the Association shall keep each of the Owner and the Promoter fully safe, harmless and indemnified in respect thereof.

12.2.4 The Allottee agrees and undertakes to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Promoter, which deposit shall be treated as Sinking Fund/*Maintenance Deposit* (“**Sinking Fund**”). The Allottee further agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Promoter, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee and the several co-buyers of the Complex to the Promoter,, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee and the several Co-Buyers of the Complex inter alia as a sinking fund. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. Further, it is hereby agreed that the Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Promoter to the Association and the Allottee and the Association shall jointly and severally keep the Promoter indemnified for the same.

12.2.5 The Allottee acknowledges and agrees to allow the Promoter to adjust any receivables and/ or dues towards the Common Charges and Expenses from the Sinking Fund before the same is handed over to the Association. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Allottee hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.

12.2.6 The Promoter and/or the Association, as the case may be, shall be entitled to

invest the Sinking Fund in such securities and in such manner as the Promoter and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Project/Complex. Such payment towards the Sinking Fund shall not absolve the Allottee of its obligation to pay the applicable maintenance charges in terms of this Agreement.

- 12.2.7 The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the building and/or the Project/Complex by the Promoter or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Complex.
- 12.2.8 The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the co-buyers and/or co-occupiers in the Project/Complex.
- 12.2.9 Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.
- 12.2.10 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.

13. DEFECT LIABILITY:

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

13.1 The Promoter shall not be liable to rectify any defect occurring under the following circumstances:

13.1.1. If there are changes, modifications or alterations in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Said Unit, the Promoter will not take any responsibility of waterproofing, cracks or for any defects in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;

13.1.2. If there are changes, modifications or alterations in electrical lines and wirings after handing over possession of the Unit unto the Allottee, the Promoter will not take any responsibility for any defects in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;

13.1.3. If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;

13.1.4. If the Allottee after taking actual physical possession of the Unit, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the by making any changes in the Unit, then any defects like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be the responsibility of the Promoter;

13.1.5. Different materials have different coefficient of expansion and

contraction and as such because of this difference, there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and need to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get the same rectified at its own cost;

13.1.6 If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained;

13.1.7. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Unit going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof; and/or

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

Notwithstanding anything hereinbefore contained, it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of the purported defect in the Unit, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in Clause 8. hereinabove..

14. RIGHT TO ENTER THE SAID UNIT FOR REPAIRS:

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

15. USAGE:

Use of Basement and Service Area: The basement(s) and service areas, if any, as located within the Complex shall be earmarked 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's etc. and other permitted uses as per the Said Plan and/or the sanctioned plan. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of allottees formed by the Allottees or caused to be formed for the allottees for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE SAID UNIT

16.1 Subject to para 13 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said Unit at the Allottee's own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Said Unit, 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 Said Unit and keep the Said Unit, its walls and partitions, sewers, drains, pipe and appurtenances there to 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.

16.2 The Allottee further undertakes, assures and guarantees that the Allottee 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/Complex or Complex 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 Allottee shall not store any hazardous or combustible goods in the Said Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Said Unit.

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

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

The Parties are entering into this Agreement for the allotment of a Said Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project/Complex.

18. ADDITIONAL CONSTRUCTIONS:

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

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

20. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottee that the Project/Complex in its entirety is in accordance with the provisions of The West Bengal Apartment Ownership Act, 1972 as amended up to date and/or other applicable local laws in the state of West Bengal. And the Promoter has duly complied with and/or will comply with all such laws/regulations as applicable.

21. BINDING EFFECT:

Forwarding of this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30(thirty)days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and

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

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

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

25.1 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 hand every provision.

26. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the Project/Complex and/or in the Commercial Phase, the same shall be the proportion which the carpet area of the Unit bears to the total carpet area of all the Units in the Project/Complex and/or in the Commercial Phase.

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

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

30. NOTICES:

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

Name of Allottee
(Allottee Address)

M/s SOUTHWINDS PROJECTS LLP

6A, Elgin Road, 2nd Floor, PO – Lala Lajpat Rai Sarani and PS Bhawanipore, Kolkata – 700020

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

31. JOINT ALLOTTEES:

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

32. SAVINGS:

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

33. 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 there under including other applicable laws of India for the time being in force.

34 NOMINATION BY ALLOTTEE WITH CONSENT:

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

(a) **Allottee to Make Due Payments:**

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

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

The Allottee cannot nominate in favour of any third party before the expiry of a period of 12 (Twelve) months from the date of this Agreement.

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

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

(d) **Nomination Fees:**

The Allottee shall pay a sum calculated @ 1% of the Unit Price or the **Nomination Price** whichever is higher, plus applicable taxes, as and by way of nomination fees to the Promoter. It is clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse or children of the Allottee. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination. The Allottee admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above.

35 DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled

amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

THE FIRST SCHEDULE ABOVE REFERRED TO
(SAID LAND)

(Part – I)

ALL THATthe piece and parcel of land admeasuring 1606.9387 Decimal, more or less, comprised in several dag nos (as per details given below), under khatian nos. 1099 to 1128, 1263 to1271, 1272 to 1299, 1300 to 1336, 1337 to 1348, 1371, 1412, 1413, 1483, 2138 to 2158, 2204 to2213, 2215, 2218, 2219, 2448 to 2458, 79, 269, and 1183 to 1185 in Mouza – Manikpur, J.L. No. 77, Police Station Sonarpur, District 24 Parganas (South) within the jurisdiction of Ward No.23 of the Rajpur Sonarpur Municipality and being Premises No.132, Ghoshal Para Road, Kolkata – 700148.

| R.S. Plot No. | Area (in Decimal) |
|----------------------|--------------------------|
| 304 | 44 |
| 305 | 15 |
| 478 | 10 |
| 481 | 136 |
| 482 | 6 |
| 483 | 2.53 |
| 485 | 60 |
| 486 | 83 |
| 487 | 34 |
| 488 | 38 |
| 489 | 33 |
| 490 | 4.28 |
| 492 | 3.3 |
| 493 | 20 |
| 496 | 25 |
| 498 | 9 |
| 499 | 8 |
| 500 | 8 |
| 501 | 39 |
| 502 | 23 |
| 503 | 17 |
| 504 | 20 |

| | |
|-----|--------|
| 505 | 17 |
| 506 | 59 |
| 507 | 24 |
| 510 | 38 |
| 511 | 5 |
| 512 | 19 |
| 513 | 20 |
| 514 | 20 |
| 515 | 48 |
| 516 | 25 |
| 517 | 17 |
| 518 | 17 |
| 519 | 14 |
| 520 | 8.17 |
| 539 | 3 |
| 540 | 6 |
| 541 | 6 |
| 542 | 6 |
| 545 | 9 |
| 546 | 49 |
| 567 | 38 |
| 568 | 94 |
| 572 | 37.92 |
| 573 | 8 |
| 574 | 19 |
| 587 | 1.63 |
| 589 | 7.07 |
| 590 | 5.82 |
| 591 | 49 |
| 592 | 64.9 |
| 593 | 16.65 |
| 595 | 9 |
| 596 | 24.9 |
| 597 | 1.9587 |
| 599 | 22.75 |
| 522 | 11 |
| 523 | 62 |
| 524 | 20 |
| 525 | 18.36 |

| | |
|--------------|------------------|
| 526 | 12 |
| 528 | 13 |
| 530 | 3 |
| 535 | 3 |
| 536 | 1 |
| 477 | 6.7 |
| 483 | 8 |
| Total | 1606.9387 |

(Part – II)

(COMMERCIAL PHASE LAND)

ALL THAT one Block comprising of commercial units in land admeasuring 70.13 decimal, more or less, comprised in R.S. & L.R. Dag nos. 304, 305, 493(P) and 496(P) in Mouza – Manikpur, J.L. No. 77, Police Station Sonarpur, District 24 Parganas (South) within the jurisdiction of Ward No.23 of the Rajpur Sonarpur Municipality and being Premises No.132, Ghoshal Para Road, Kolkata – 700148 the said land butted and bounded are as follows:-

On the North : Land under R.S. & L.R. Dag No. 303(P) & 306(P).

On the South : Land under R.S. & L.R. Dag Nos. 494(P) and 496(P).

On the East : Land under R.S. & L.R. Dag Nos. 308, 307, 306, 492.

On the West : Southern E.M. By Pass.

THE SECOND SCHEDULE ABOVE REFERRED TO

(PARTICULARS OF THE TITLE DEEDS)

Details of land held by 168 companies in the said land of 1606.9397 Decimals of Mouza - Manikpur, J.L. No.77

| Sl. No. | Deed No. | Year | Purchaser | R.S. & L.R. Dag Nos. | Area Purchased (in decimal) |
|---------|----------|------|-------------------------------------|----------------------|-----------------------------|
| 1 | 1110 | 2010 | Akashganga Tie-up Pvt. Ltd. | 481 | 10 |
| 2 | 3527 | 2007 | Mayfair Vyapaar Pvt. Ltd. | 546 | 10 |
| 3 | 3531 | 2007 | Balaji Retailers Pvt. Ltd. | 574 | 10 |
| 4 | 3499 | 2007 | Ekta Vinimay Pvt. Ltd. | 542 | 6 |
| | | | | 519 | 4 |
| 5 | 3523 | 2007 | Tirupati Advisory Services Pvt.Ltd. | 512 | 9 |
| | | | | 516 | 1 |
| 6 | 3495 | 2007 | Express Commodities Pvt. Ltd. | 510 | 8 |
| | | | | 573 | 2 |
| 7 | 3501 | 2007 | Tirupati Consumer Goods Pvt. Ltd. | 519 | 10 |
| 8 | 3525 | 2007 | Kamrup Commercial Pvt. Ltd. | 573 | 3 |
| | 7302 | 2018 | | 523 | 2 |
| 9 | 3516 | 2007 | Salasar Distributors Pvt. Ltd. | 511 | 5 |
| | | | | 574 | 5 |
| 10 | 3530 | 2007 | Tanvi Tower Pvt. Ltd. | 513 | 10 |
| 11 | 3514 | 2007 | Zest Retailers Pvt. Ltd. | 515 | 10 |
| 12 | 3515 | 2007 | Uday Niwas Pvt. Ltd. | 516 | 1 |
| | | | | 546 | 9 |
| 13 | 3572 | 2007 | Elite Consumer Goods Pvt. Ltd. | 515 | 10 |
| 14 | 3526 | 2007 | Kamrup Marketing Pvt. Ltd. | 515 | 10 |
| 15 | 3574 | 2007 | Salasar Consumer Goods Pvt. Ltd. | 510 | 10 |
| 16 | 3496 | 2007 | Kamrup Distributors Pvt. Ltd. | 516 | 1 |
| | | | | 545 | 9 |
| 17 | 3498 | 2007 | Basukinath Vinimoy Pvt. Ltd. | 546 | 10 |
| 18 | 3519 | 2007 | Daffodil Vyapaar Pvt. Ltd. | 546 | 10 |

| | | | | | |
|----|------|------|--|-----|----|
| 19 | 3502 | 2007 | Elite Commodities Pvt. Ltd. | 515 | 8 |
| | | | | 517 | 2 |
| 20 | 3562 | 2007 | Zest Commercial Pvt. Ltd. | 515 | 10 |
| 21 | 3522 | 2007 | New Ways Consumer Goods Pvt. Ltd. | 546 | 10 |
| 22 | 3566 | 2007 | Sigma Consumer Goods Pvt. Ltd. | 518 | 10 |
| 23 | 3570 | 2007 | Murlidhar Trading Pvt. Ltd. | 516 | 10 |
| 24 | 3500 | 2007 | North East Consumer Goods Pvt. Ltd. | 510 | 10 |
| 25 | 3578 | 2007 | Ridhi Sidhi Niketan Pvt. Ltd. | 513 | 10 |
| 26 | 3524 | 2007 | Express Consumer Goods Pvt. Ltd. | 517 | 10 |
| 27 | 3567 | 2007 | Shivam Consumer Goods Pvt. Ltd. | 510 | 10 |
| 28 | 3529 | 2007 | Shivam Retailers Pvt. Ltd. | 518 | 7 |
| | | | | 573 | 3 |
| 29 | 3494 | 2007 | North East Retailers Pvt. Ltd. | 512 | 10 |
| 30 | 3577 | 2007 | Srijan Realty Ltd. (Formerly known as Srijan Projects Pvt. Ltd.) | 514 | 10 |
| 31 | 1586 | 2010 | Aastha Niketan Pvt. Ltd. | 499 | 8 |
| 32 | 1141 | 2010 | Nilkanth Barter Pvt. Ltd. | 516 | 2 |
| | | | | 517 | 5 |
| | | | | 535 | 3 |
| 33 | 1590 | 2010 | Neelkanth Infrarealty Pvt. Ltd. | 482 | 6 |
| | | | | 574 | 4 |
| 34 | 1498 | 2010 | Amravati Mercantile Pvt. Ltd. | 506 | 3 |
| | | | | 486 | 3 |
| | 1588 | 2010 | | 304 | 4 |
| 35 | 1463 | 2010 | Nirmal Kumar Agarwala | 493 | 10 |
| 36 | 408 | 2008 | Aungkor Tradelink Pvt. Ltd. | 498 | 9 |
| 37 | 1114 | 2010 | Pawanputra Consultants Pvt. Ltd. | 488 | 10 |
| 38 | 1113 | 2010 | Shagun Infrapromoters Pvt. Ltd. | 488 | 10 |
| 39 | 1105 | 2010 | Rameshwar Barter Pvt. Ltd. | 481 | 10 |
| 40 | 1107 | 2010 | N.K. Tower Pvt. Ltd. | 481 | 10 |
| 41 | 1108 | 2010 | Vibgyor Merchants Pvt. Ltd. | 481 | 10 |
| 42 | 1109 | 2010 | Sitala Infradev Pvt. Ltd. | 481 | 10 |
| 43 | 1111 | 2010 | Landsdown Medicals Pvt. Ltd. | 481 | 10 |
| 44 | 1580 | 2010 | Jagmohan Tie-up Pvt. Ltd. | 304 | 10 |
| 45 | 1142 | 2010 | Maxmin Commercial Pvt. Ltd. | 516 | 10 |
| 46 | 1438 | 2010 | Parvati Tie-up Pvt. Ltd. | 540 | 5 |
| | 1437 | 2010 | | 483 | 5 |

| | | | | | |
|----|------|------|--|-----|----|
| 47 | 1587 | 2010 | Conquest Commercial Company Pvt. Ltd. | 305 | 5 |
| | 1442 | 2010 | | 496 | 5 |
| 48 | 1423 | 2010 | Bhanu Vinimay Pvt. Ltd. | 496 | 10 |
| 49 | 1585 | 2010 | Damayanti Tradelink Pvt. Ltd. | 304 | 10 |
| 50 | 1589 | 2010 | Akashganga Barter Pvt. Ltd. | 304 | 10 |
| 51 | 1581 | 2010 | Sahansil Suppliers Pvt. Ltd. | 304 | 10 |
| 52 | 1582 | 2010 | Raghuveer Commotrade Pvt. Ltd. | 305 | 10 |
| 53 | 1510 | 2010 | Uday Infotech Pvt. Ltd. | 486 | 10 |
| 54 | 1464 | 2010 | Smita More | 493 | 10 |
| 55 | 1504 | 2010 | N.K. Regency Pvt. Ltd. | 486 | 10 |
| 56 | 1505 | 2010 | Rolcon Finvest Pvt. Ltd. | 486 | 10 |
| 57 | 1396 | 2010 | Ekdant Procon Pvt. Ltd. | 481 | 6 |
| | 1397 | 2010 | | 487 | 4 |
| 58 | 1474 | 2010 | Maya Agarwal | 505 | 7 |
| | 1439 | 2010 | | 483 | 3 |
| 59 | 1412 | 2010 | Adinath Devcon Pvt. Ltd. | 481 | 10 |
| 60 | 1424 | 2010 | Bhanu Tradelink Pvt.Ltd. | 489 | 3 |
| | 1443 | 2010 | | 522 | 6 |
| | | | | 523 | 1 |
| 61 | 1413 | 2010 | Amiya Barter Pvt. Ltd. | 481 | 10 |
| 62 | 1100 | 2010 | Apnapan Developers Pvt. Ltd. | 481 | 10 |
| 63 | 1101 | 2010 | Bhumi Vinimay Pvt. Ltd. | 481 | 10 |
| 64 | 1102 | 2010 | Liberal Consultancy Services Pvt. Ltd. | 481 | 10 |
| 65 | 1103 | 2010 | Jhilmil Consultants Pvt. Ltd. | 481 | 10 |
| 66 | 1104 | 2010 | Shraddha Properties Pvt. Ltd. | 481 | 10 |
| 67 | 1422 | 2010 | Ashish More | 496 | 10 |
| 68 | 1425 | 2010 | Rameshwar Commotrade Pvt. Ltd. | 541 | 6 |
| | 7301 | 2018 | | 523 | 3 |
| 69 | 1395 | 2010 | Adinath Infracon Pvt. Ltd. | 514 | 10 |
| 70 | 1469 | 2010 | Rameshwar Tradelink Pvt. Ltd. | 501 | 3 |
| | 1446 | 2010 | | 503 | 7 |
| 71 | 1465 | 2010 | Charulata Tradelink Pvt. Ltd. | 503 | 10 |
| 72 | 1448 | 2010 | Murari Barter Pvt. Ltd. | 502 | 10 |
| 73 | 1449 | 2010 | Charulata Tie-up Pvt. Ltd. | 502 | 10 |
| 74 | 1470 | 2010 | Amiya Tie-up Pvt. Ltd. | 501 | 6 |
| | 1450 | 2010 | | 507 | 4 |

| | | | | | |
|-----|------|------|-----------------------------------|-----|----|
| 75 | 1466 | 2010 | Sameer Agarwala | 507 | 10 |
| 76 | 1451 | 2010 | Akruti Barter Pvt. Ltd. | 507 | 10 |
| 77 | 1476 | 2010 | Saroj Kumar Agarwal | 505 | 10 |
| 78 | 1475 | 2010 | Janpriya Mercantile Pvt. Ltd. | 504 | 10 |
| 79 | 1124 | 2010 | N.K. Hirise Pvt. Ltd. | 506 | 10 |
| 80 | 1125 | 2010 | Navketan Tie-up Pvt. Ltd. | 506 | 10 |
| 81 | 1126 | 2010 | Sadabahr Dealers Pvt. Ltd. | 506 | 10 |
| 82 | 1136 | 2010 | Bhanu Tie-up Pvt. Ltd. | 540 | 1 |
| | | | | 506 | 6 |
| | | | | 539 | 3 |
| 83 | 1121 | 2010 | Bhoothnath Infotech Pvt. Ltd. | 506 | 10 |
| 84 | 1122 | 2010 | Eminently Traders Pvt. Ltd. | 506 | 10 |
| 85 | 1405 | 2010 | Badrinatgh Infrabuild Pvt. Ltd. | 485 | 10 |
| 86 | 1430 | 2010 | Anurima Mercantile Pvt. Ltd. | 489 | 10 |
| 87 | 1472 | 2010 | Piyush Agarwala | 504 | 10 |
| 88 | 1409 | 2010 | Balgopal Realdev Pvt. Ltd. | 485 | 10 |
| 89 | 1407 | 2010 | Ekdant Infraproperties Pvt. Ltd. | 485 | 10 |
| 90 | 1421 | 2010 | N.K. Niketan Pvt. Ltd. | 485 | 10 |
| 91 | 1419 | 2010 | Bhagwati Infrapromoters Pvt. Ltd. | 485 | 10 |
| 92 | 1417 | 2010 | Shagun Realdev Pvt. Ltd. | 485 | 10 |
| 93 | 1502 | 2010 | Amiya Tradelink Pvt. Ltd. | 486 | 10 |
| 94 | 1507 | 2010 | Angira Sales Pvt. Ltd. | 486 | 10 |
| 95 | 1509 | 2010 | Devkripa Vanijya Pvt. Ltd. | 486 | 10 |
| 96 | 1436 | 2010 | Jagadhatri Vyapaar Pvt. Ltd. | 489 | 10 |
| 97 | 1428 | 2010 | Sumangal Deal Trade Pvt. Ltd. | 489 | 10 |
| 98 | 1454 | 2010 | Bijay Kumar Agarwal | 501 | 10 |
| 99 | 1453 | 2010 | Goldview Commotrade Pvt. Ltd. | 501 | 10 |
| 100 | 1452 | 2010 | Matribhumi Dealers Pvt. Ltd. | 501 | 10 |
| 101 | 1447 | 2010 | Murari Tie-up Pvt. Ltd. | 500 | 8 |
| 102 | 1404 | 2010 | Balgopal Infrapromoters Pvt. Ltd. | 487 | 10 |
| 103 | 1402 | 2010 | Bhagwati Infrarealty Pvt. Ltd. | 487 | 10 |
| 104 | 1410 | 2010 | Sitala Devcon Pvt. Ltd. | 487 | 10 |
| 105 | 1116 | 2010 | N.K. Agarwal Estates Pvt. Ltd. | 488 | 8 |
| 106 | 1115 | 2010 | New Age Trade Com Pvt. Ltd. | 488 | 10 |
| 107 | 1500 | 2010 | Rukmani International Pvt. Ltd. | 486 | 10 |
| 108 | 1503 | 2010 | Akruti Commotrade Pvt. Ltd. | 486 | 10 |

| | | | | | |
|-----|------|------|---|------|------|
| 109 | 8289 | 2011 | Kyal Residency Pvt. Ltd. | 520 | 2.17 |
| | 7303 | 2018 | | 522 | 0.75 |
| | 7305 | 2018 | | 523 | 1 |
| 110 | 1697 | 2011 | Manisha Agarwal | 523 | 2.25 |
| | 7386 | 2010 | | 502 | 3 |
| | 7387 | 2010 | | 490 | 4.28 |
| 111 | 1112 | 2010 | N.K. Abbas Pvt. Ltd. | 483 | 2.53 |
| 112 | 7385 | 2010 | Kiran Agarwal | 478 | 10 |
| 113 | 6823 | 2014 | Aquablue Realty LLP. (Formerly Aquablue Realty Pvt. Ltd.) | 520 | 6 |
| | | | | 567 | 2 |
| | 6821 | 2014 | | 596 | 2 |
| 114 | 6823 | 2014 | Silverbell RealtyLLP. (Formerly Silverbell Realty Pvt. Ltd.) | 597 | 1 |
| | | | | 568 | 5 |
| | | | | 567 | 2 |
| 115 | 6821 | 2014 | Delmon Realty LLP. (Formerly Delmon Realty Pvt. Ltd.) | 568 | 6 |
| | | | | 596 | 2 |
| | | | | 567 | 2 |
| 116 | 6827 | 2014 | Angelica RealtyLLP. (Formerly Angelica Realty Pvt. Ltd.) | 568 | 5 |
| | | | | 595 | 2 |
| | | | | 596 | 1 |
| 117 | 6827 | 2014 | Silverling Realty LLP. (Formerly Silverling Realty Pvt. Ltd.) | 567 | 2 |
| | | | | 595 | 2 |
| | 6837 | 2014 | | 596 | 1 |
| 118 | 6831 | 2014 | Dumont Realty LLP. (Formerly Dumont Realty Pvt. Ltd.) | 568 | 5 |
| | | | | 567 | 2 |
| 119 | 6831 | 2014 | Morven Realty LLP. (Formerly Morven Realty Pvt. Ltd.) | 568 | 8 |
| | | | | 7305 | 2018 |
| | | | | | 523 |
| 120 | 6837 | 2014 | Foxtail Realty LLP. (Formerly Foxtail Realty Pvt. Ltd.) | 567 | 2 |
| | | | | 568 | 5 |
| | | | | 596 | 3 |
| 121 | 9901 | 2014 | Bhuvi Dealtrade LLP. (Formerly Bhuvi Dealtrade Pvt Ltd.) | 591 | 5 |
| | | | | 591 | 5 |

| | | | | | |
|-----|-------|------|---|-----|------|
| 122 | 10666 | 2014 | Trimukh Regency LLP. (Formerly Trimukh Regency Pvt. Ltd.) | 592 | 10 |
| 123 | 9990 | 2014 | Arit Dealcom LLP. (Formerly Arit Dealcom Pvt. Ltd.) | 592 | 2.5 |
| | | | | 592 | 2.5 |
| | | | | 592 | 2.5 |
| | | | | 592 | 2.5 |
| 124 | 10036 | 2014 | Elina Dealers LLP. (Formerly Elina Dealers Pvt. Ltd.) | 591 | 9 |
| 125 | 6949 | 2014 | Angelica Vinimay Pvt. Ltd. | 567 | 2 |
| | | | | 568 | 5 |
| | | | | 595 | 2 |
| | | | | 596 | 1 |
| 126 | 6949 | 2014 | Lily Commotrade Pvt. Ltd. | 567 | 2 |
| | 7270 | 2014 | | 595 | 2 |
| | | | | 596 | 1 |
| | | | | 568 | 5 |
| 127 | 6950 | 2014 | Cornflower Enclave Pvt. Ltd. | 568 | 5 |
| | 6953 | 2014 | | 567 | 2 |
| | | | | 596 | 2 |
| | | | | 599 | 1 |
| 128 | 6950 | 2014 | Magnolia Tradelink Pvt. Ltd | 567 | 2 |
| | | | | 568 | 5 |
| | | | | 599 | 3 |
| 129 | 6952 | 2014 | Cammerton Propoerties Pvt. Ltd. | 567 | 2 |
| | | | | 568 | 8 |
| 130 | 6952 | 2014 | Cammerton Developers Pvt. Ltd. | 567 | 2 |
| | | | | 568 | 1 |
| 131 | 6953 | 2014 | Yashomati Properties Pvt. Ltd. | 567 | 2 |
| | | | | 568 | 5 |
| | | | | 596 | 3 |
| 132 | 7270 | 2014 | Alpinia Commotrade Pvt. Ltd. | 567 | 2 |
| | | | | 568 | 5 |
| | | | | 596 | 3 |
| 133 | 9949 | 2014 | Poppy Tradelink Pvt. Ltd. | 591 | 10 |
| 134 | 10669 | 2014 | Gladiolous Builders Pvt. Ltd. | 592 | 10 |
| 135 | 10668 | 2014 | Delphinium Projects Pvt. Ltd. | 587 | 1.63 |
| | 9898 | 2014 | | 593 | 2.89 |
| | 7299 | 2018 | | 523 | 5.25 |

| | | | | | |
|-----|-------|------|--------------------------------|-----|--------|
| 136 | 9897 | 2014 | Periwinkle Promoters Pvt. Ltd. | 592 | 10 |
| 137 | 9899 | 2014 | Freesia Venture Pvt. Ltd. | 591 | 10 |
| 138 | 6137 | 2014 | Danta Cityhomes Pvt. Ltd. | 599 | 6.61 |
| | 2048 | | | 492 | 3.3 |
| 139 | 6137 | 2014 | Sthira Nirman Pvt. Ltd. | 599 | 9.14 |
| 140 | 6825 | 2014 | Inesh Realbuild Pvt. Ltd. | 567 | 2 |
| | | | | 568 | 5 |
| | | | | 595 | 1 |
| | | | | 596 | 2 |
| 141 | 6825 | 2014 | Padmesh Estates Pvt. Ltd | 567 | 2 |
| | 6829 | 2014 | | 596 | 3 |
| | | | | 568 | 5 |
| 142 | 6829 | 2014 | Padmesh Skyscraper Pvt. Ltd. | 567 | 2 |
| | | | | 568 | 5 |
| | | | | 596 | 0.9 |
| | | | | 597 | 0.9587 |
| 143 | 9950 | 2014 | Trimukh Skyscraper Pvt. Ltd. | 591 | 10 |
| 144 | 9900 | 2014 | Aksaka Dealtrade Pvt. Ltd. | 592 | 10 |
| 145 | 10667 | 2014 | Kirati Homes Pvt. Ltd. | 592 | 10 |
| 146 | 10666 | 2014 | Akshi Vyapar Pvt. Ltd. | 592 | 1.9 |
| | 9990 | 2014 | | 592 | 3 |
| | 4300 | 2015 | | 593 | 3.72 |
| 147 | 2632 | 2016 | Supernova Realtors LLP | 572 | 8.405 |
| 148 | 2637 | 2016 | Redmable Realtors LLP | 572 | 8.405 |
| 149 | 2639 | 2016 | Watertown Estates LLP | 589 | 2.035 |
| | 7305 | 2018 | | 522 | 3.75 |
| 150 | 4301 | 2015 | Kalayogi Enclave Pvt. Ltd. | 593 | 4.44 |
| | 7300 | 2018 | | 522 | 0.5 |
| | | | | 523 | 1.75 |
| | | | | 523 | 3 |
| 151 | 2633 | 2016 | Devpujan Infratech Pvt. Ltd. | 572 | 5.405 |
| 152 | 2635 | 2016 | Toronado Niwas Pvt. Ltd. | 589 | 5.035 |
| 153 | 2638 | 2016 | Ricardia Vincom Pvt. Ltd. | 572 | 8.405 |
| 154 | 4302 | 2015 | Rocana Builders Pvt. Ltd. | 593 | 5.60 |
| 155 | 2634 | 2016 | Aslesha Residency Pvt. Ltd. | 572 | 7.3 |
| 156 | 2636 | 2016 | Omana Tradecom Pvt. Ltd. | 590 | 5.82 |
| 157 | 1516 | 2016 | Aslesha Vinimay Pvt. Ltd. | 525 | 8.36 |
| 158 | 1123 | 2010 | Nirnidhi Tradelink Pvt. Ltd. | 525 | 10 |

| | | | | | |
|-----|------|------|--------------------------------|-----|------------------|
| 159 | 1456 | 2010 | Parvati Tradelink Pvt. Ltd. | 523 | 10 |
| 160 | 1455 | 2010 | Mini More | 523 | 10 |
| 161 | 1471 | 2010 | Anchor Merchants Pvt. Ltd. | 523 | 10 |
| 162 | 1445 | 2010 | Nilamber Commerce Pvt. Ltd. | 524 | 10 |
| 163 | 1429 | 2010 | Rajendra Prasad Agarwal | 524 | 10 |
| 164 | 1440 | 2010 | Abinash More | 477 | 6.7 |
| 165 | 9454 | 2010 | Chowdhury Commercial Pvt. Ltd. | 528 | 10 |
| 166 | 3956 | 2015 | Durvish Burter Pvt. Ltd. | 528 | 3 |
| | | | | 530 | 3 |
| | | | | 526 | 2 |
| | 3957 | 2015 | | 536 | 1 |
| 167 | 7304 | 2018 | Dhanprayog Tradecom Pvt. Ltd. | 523 | 9 |
| 168 | 5173 | 2018 | Megha Agarwala | 526 | 10 |
| | | | | | 1606.9387 |

THE THIRD SCHEDULE ABOVE REFERIED TO

(PART I

(Exclusive Common Areas)

Exclusive Common Areas for Commercial Phase

- All floor Common Lobbies & Corridors
- Common Staircases & Lifts
- Common Toilets
- All services Shafts & Ducts
- Internal Driveway around Commercial Block
- All Tanks, Reservoirs & Pits
- Open to sky DG space
- All other Rooms & Areas for common services & facilities like Meter/Electrical Room, Store / Utility etc.
- All equipment, machineries & Pipe line installations for common use.

(PART II)

(Shared Common Areas)

Shared Common Areas for Commercial Phase

- Underground Reservoir & Pits of Phase-I
- Pump Room of Phase-I
- Water Treatment Plant in Phase-I
- Sewerage Treatment Plant

THE FOURTH SCHEDULE ABOVE REFERRED TO

(SAID UNIT)

ALL THAT the Said Unit No. [•] on [•] floor of the Building No. [•] having Carpet Area of [•] square feet, together a *pro rata* share and right to use of [•] Sqft in the Shared and Exclusive Common Areas together with [[•]Open car parking [•] admeasuring approximately [135 square feet.]

and together with rights, advantages and privileges appurtenant thereto.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(PART – I)

(Total Price)

Rs. _____ /- (Rupees _____) only for the Said Unit to be paid by the Allottee to the Promoter in the manner as mentioned in Part – II below:

(PART – II)
(Manner of Payment)

| Serial No | Event Name | % of Demand | Amount |
|------------------|-----------------------------------|--|---------------|
| 1 | Booking Amount/Application Amount | 10% of Unit Price + GST (Rs 1 lakh + GST to be submitted at the time of filling of application form as initial Booking Amount. Balance within 15 days from the date of application.) | |
| 2 | On/After Agreement | 15% of Unit Price + 25% Generator Charges + 25% Transformer Charges + 25% Legal Charges + 25% Formation of Association +GST | |
| 3 | On Completion of Roof Casting | 20% of Unit Price + 20% Generator Charges + 20% Transformer Charges + 20% Legal Charges + 20% Formation of Association +GST | |
| 4 | On Completion of Brickwork | 25% of Unit Price + 25% Generator Charges + 25% Transformer Charges + 25% Legal Charges + 25% Formation of Association +GST | |
| 5 | On Completion of The Unit | 20% of Unit Price + 20% Generator Charges + 20% Transformer Charges + 20% Legal Charges + 20% Formation of Association +GST | |
| 6 | On Possession | 10% of Unit Price + 10% Generator Charges + 10% Transformer Charges + 10% Legal Charges +10% Formation of Association + Maintenance Deposit+ GST | |

**THE SIXTH SCHEDULE ABOVE REFERRED TO
(Specifications, Amenities and Facilities)**

| SOUTHWINDS COMMERCIAL SPECIFICATIONS | |
|---|--|
| Structure | RCC framed structure with AAC block work/ Fly ash brickwork |
| Interior Wall Finish | Shop: Cement – sand plaster |
| | Common Areas: Acrylic emulsion paint over POP finish for common lobbies and corridors. |
| External Finish | Weather shield exterior grade paint |
| Flooring | Common lobbies and corridors- Vitrified Tiles |
| | Shop Interior – To be finished by the respective buyer |
| | Fire Staircase – IPS finish |
| | Central Stair – Granite |
| | Common Toilets Floor: Anti-Skid Ceramic Tiles |
| | Common Toilets Dado: Ceramic Tiles |
| Shop Fronts | Glazing for all Shop fronts |
| | Rolling Shutter for Ground Floor Shops having access from Front Road |
| Lift | Automatic Lifts of reputed make |
| Electrical | Power supply upto MCB Box with individual metering system for each units |
| Air Conditioning | Air Conditioned common lobby |
| Water Supply | Treated water supply in Common Toilets |
| DG Back Up | 100% DG Back Up for Commercial Units |
| Fire Fighting and Detection | Fire sprinkler and smoke detector |
| Communication | Telephone and Cable TV provision for commercial units |
| Power Supply | WBSEDCL |

Amenities for Commercial Phase

- Treated Water Supply in Common Toilets
- CCTV Surveillance at Ground floor Lobby
- 100% DG Back Up for Commercial Units
- Lifts
- Air Conditioned common lobby
- Fire sprinkler and smoke detector
- Telephone and Cable TV provision for individual Units

THE SEVENTH SCHEDULE ABOVE REFERRED TO

TERMS, CONDITIONS, COVENANTS, STIPULATIONS, OBLIGATIONS AND RESTRICTIONS TO BE OBSERVED BY THE ALLOTTEE AND/OR OCCUPIERS OF THE SAID UNIT

The terms, conditions, stipulations, obligations and restrictions that the Allottee and all persons into whose hands the Said Unit may come, are bound to adhere to and observe, include but are not limited to, the following:

1. That the Allottee agrees and acknowledges that service areas located within the Complex, shall be earmarked 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 the sanctioned plan and that the Allottee shall not be permitted to use the service areas and the basements in any other manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Promoter and/or the Association, as the case may be, for rendering maintenance services;
2. That the Allottee shall co-operate with the other Co-Buyers and Co-Occupiers of the Complex, the Promoter and/or the Association, as the case may be, in the management and maintenance of the Said Unit, building of the Commercial Phase and the Project/Complex and shall abide by the directions and decisions of the Promoter and/or the Association, as the case may be, as may be made from time to time in the best interest of the Said Unit, Building and/or the Complex;

3. That the Allottee shall abide by and observe at all times the regulations framed by the Promoter and/or the Association, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the Said Unit and/or the Complex and shall also abide by the Applicable Laws;
4. That the Allottee shall pay to the Promoter or the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Building and/or the Complex, that has been caused by the negligence and/or wilful act of the Allottee and/or any occupier of the Said Unit and/or family members, guests or servants of the Allottee or such other occupiers of the Said Unit;
5. That the Allottee shall, after taking possession, be solely responsible to maintain the Said Unit at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building of the Commercial Phase, or the Said Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Said Unit and shall keep the Said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building of the Commercial Phase is not in any way damaged or jeopardized;
6. That the Allottee shall carry out at his own cost all internal repairs to the Said Unit and maintain the Said Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building of the Commercial Phase or the Said Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
7. That the Allottee shall not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face /facade of the building of the Commercial Phase or anywhere on the exterior of the Complex, the buildings therein or Common Areas;
8. That the Allottee shall not change the colour scheme of the outer walls or painting of the exterior side of the windows, balconies or carry out any change in the exterior elevation or design;

9. That the Allottee shall not store in the Said Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Said Unit is situated or store such goods which are objected to by the concerned local or other authority and shall take care while carrying heavy packages, which may damage or likely to damage the staircases, common passages or any other structure of the building of the Commercial Phase, including entrances of the said building and in case any damage is caused to the building of the Commercial Phase or the Said Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for making good the said damages;
10. That the Allottee shall also not remove any wall, including the outer and load bearing wall of the Said Unit;
11. That the Allottee shall not demolish or cause to be demolished the Said Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Unit or any part thereof, nor make any alteration in the elevation of the building in which the Said Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Said Unit without the prior written permission of the Promoter and/or the Association;
12. That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Building in which the Said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
13. That the Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Unit in the compound or any portion of the Said Land and the building in which the Said Unit is situated, other than in the area earmarked for the such purpose;
14. That the Allottee shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Said Unit is situated;
15. That the Allottee shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Promoter and other Co-Buyers and/or Co-Occupiers of the Complex;

16. That the Allottee shall carry out any repair or interior or any other works in the Said Unit only between reasonable hours on working days so as not to cause any annoyance, nuisance and/or disturbance to the other Co-Buyers and/or Co-Occupiers of the Complex;
17. That the Allottee shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Said Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Co-Buyers and/or Co-Occupiers of the Complex. The main electric meter shall be installed only at the common meter space in the Building or Complex, as the case may be. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Complex, the Said Land and outside walls of the tower(s) save and except in the manner indicated by the Promoter or the Association, as the case may be;
18. That if the Allottee lets out or sells the Said Unit, the Allottee shall immediately notify the Promoter or the Association, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number;
19. That the Allottee shall not sub-divide the Said Unit and/or any part or portion thereof;
20. That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Said Unit;
21. That the Allottee shall not install collapsible gate/ grills, the design of which has not been suggested and/or approved by the Promoter or the Association or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the Building;
22. That the Allottee shall not build, erect or put upon the Common Areas any item of any nature whatsoever;
23. That the Allottee shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Building or the Complex in any manner;
24. That the Allottee shall not use the Said Unit or permit the same to be used for any purpose save and except exclusively for commercial purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to any Co-Buyers and/or Co-Occupiers of the Complex;

25. That the Allottee shall not use the Said Unit for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
26. That the Allottee shall not make or permit any disturbing noises in the Said Unit by the Allottee himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and/or Co-Occupiers of the Complex;
27. That the Allottee shall not keep in the garage, if any, anything other than cars or two-wheeler or use the said garage or parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
28. That the Allottee shall not park or allow its vehicle to be parked in the pathway or open spaces in the Complex or any part or portion thereof, save and except the parking space allotted to the Allottee or any other place specifically demarcated for the parking of the vehicles of visitors of co-buyers and co-occupiers of the Project/Complex;
29. That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the building of the Commercial Phase in any manner whatsoever;
30. That the Allottee shall not misuse or permit to be misused the water supply to the Said Unit;
31. That the Allottee shall not change/alter/modify the name of the building of the Commercial Phase and the Complex from that mentioned in this Agreement;
32. That the Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Said Unit and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;
33. That the Allottee shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit, the garage or parking space, if any, and the Complex Common Areas;
34. That the Allottee shall not smoke in public places inside the Complex which is strictly prohibited and the Allottee and his/her/its guests are expected not to throw empty

cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;

35. That the Allottee shall not pluck flowers or stems from the gardens or plants;
36. That the Allottee shall not throw or allow to be thrown litter on the grass planted within the Complex;
37. That the Allottee shall not trespass or allow to be trespassed over lawns and green plants within the Project/Complex;
38. That the Allottee shall not overload the passenger lifts and shall move goods only through the staircase of the building of the Commercial Phase;
39. That the Allottee shall not use the elevators in case of fire;
40. That the Allottee agrees and acknowledges that the Promoter and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Complex Common Areas;
41. That the Allottee shall remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
42. That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the Building or in the Said Unit after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;
43. That the Allottee is entering into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to the Project/Complex and that the Allottee shall comply with and carry out, from time to time after the Allottee has taken over the occupation and use the Said Unit, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Said Unit at his/ her/its own cost; and
44. That the Allottee shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the building of the Commercial Phase and/or buildings in the Project/Complex.
45. That the Allottee agrees that all the facilities and amenities including but not limited to Swimming Pool within the Project/Complex will be a facility for enjoyment of the

owners of residential apartments only and will be used as per the Rules and Regulations framed from time to time.

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

IN WITNESS WHERE OF parties hereinabove named have set the irrespctive hands and signed this Agreement for Sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

Authorized Signatory

[Promoter for self and on behalf of the Owners]

[Allottee]

Witnesses:

Signature _____

Signature _____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____
