

## **AGREEMENT FOR SALE**

**THIS AGREEMENT** made this ..... day of ..... Two Thousand Eighteen (2018) **BETWEEN DEITY VANIJYA PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN-U51909WB2006PTC112046, having PAN-AACCD5552B having its registered office at 11, Crooked Lane, Kolkata – 700 069, Police Station - Hare Street, Post Office – Esplanade, represented through its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of residing at 18, Ho Chi Minh Sarani, Diamond City West, Kolkata-700061, Police Station Sarsuna, Post Office Thakurpukur, having PAN : ADIPD1444J and **ninety seven [97]** numbers of other companies duly incorporated under the Companies Act, 1956, details of them being mentioned in the **First Schedule** hereunder written, all represented by their Constituted Attorney MR. APURVA SALARPURIA, son of Late Rakesh Salarpuria, having PAN APMPS8294P, Police Station – New Alipore, Post Office – New Alipore, residing at 574, Block- N, New Alipore, Kolkata-700 053, hereinafter jointly referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor or successors-in-interest and assigns) of the **FIRST PART**:

### **AND**

**SALARPURIA SIMPLEX DWELLINGS LLP**, a limited liability partnership duly registered under the Limited Liability Partnership Act, 2008, having its registered office at Premises No. 7, C. R. Avenue, Third Floor, Kolkata-700 072, having LLPIN. AAA-1780, having PAN ABUFS2750G, hereinafter referred to as the **PROMOTER / DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners or such other partner or partners who may be taken in or admitted for the benefit of the said partnership business) of the **SECOND PART**:

### **AND**

(1) **MR.** ....., son of ....., having PAN .....,having ADHAAR NO.....,by Nationality Indian, by faith .....,by occupation .....and (2) **MRS.** ....., daughter/wife of ....., having PAN .....,having ADHAAR NO.....,by Nationality Indian, by faith .....,by occupation .....,both residing at ....., Post Office ....., Police Station ....., Kolkata-700 ....., hereinafter jointly referred to as the **ALLOTTEE(S)** of the **THIRD PART**:

VMC-FOR DISCUSSION

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

**A. DEFINITIONS** – For the purpose of this Agreement for Sale, unless the context otherwise requires-

**“Act”** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);

**ADVOCATES** – shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata – 700 001 appointed by the Promoter herein, inter alia, for preparation of this agreement and conveyance for transfer of the UNIT in the said Project.

**ARCHITECT** – shall mean (please provide name and address)..... or any other person(s) who has been and/or may be appointed by the Promoter as the Architect for the Project and who is registered as an architect under the provisions of the Architects Act, 1972.

**APPLICATION MONEY** – shall mean the amount as described in clause no.....

**ASSOCIATION** – shall mean an Association of Allottes in the Project duly formed by the Promoter under the provisions of West Bengal Apartment Ownership Act 1972 or any other similar Act applicable thereto.

**BUILT-UP AREA** - shall according to its context mean the plinth area of the house described in the **Fourth Schedule** hereunder written and which area shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein provided that if any wall or column be common between two houses, then one half of the area under such wall or column shall be included in the area of each such house.

**CARPET AREA:** shall according to its context mean the usable floor area of the house described in the **Fourth Schedule** hereunder excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the house.

**BOOKING AMOUNT-** shall mean 10% of the Total Price for the UNIT which includes the Application Money;

**CANCELLATION CHARGES-** shall mean collectively (i) the Booking Amount; (ii) all interest liabilities of the Allottee accrued till date of cancellation; and (iii) the stipulated charges on account of dishonour of cheque and (iv) all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities.

**COMMON AREAS, FACILITIES AND AMENITIES** – shall mean and include as mentioned in the **Part-I & II** of the **Fifth Schedule** hereunder written together with access road to and from the adjoining residential complex known as Silver Oak Estate, to be enjoyed in common with all the allottees of the project.

**COMMON EXPENSES** – shall mean and include as mentioned in the **Sixth Schedule** hereunder written all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to all the allottees to be contributed, borne, paid and shared by all the allottees.

**COMMON PURPOSES** – shall mean and include the purpose of managing, maintaining and up keeping the project as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the Co-transferees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Co-transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective vilas exclusively and the Common Areas, Facilities and Amenities in common.

**COMPETENT AUTHORITY** - shall mean the local authority or any authority created or established under any law for the time being in force which exercises authority over land under its jurisdiction and has powers to give permission for development of such immovable property.

**COMPLETION CERTIFICATE** - shall mean the completion certificate or such other certificate by whatever name called, issued by the competent authority certifying that the project has been developed according to the sanctioned plan(s), layout plan and specifications, as approved by the competent authority/authorities under the local laws, as applicable.

**EFFECTIVE DATE** – shall mean the date of execution of this Agreement when the Agreement comes into force.

**OPEN SPACE** – shall mean open space comprising exclusive lawn space, ramp and service ducts at the front and rear and other sides of the house/UNIT.

**PLANS** – shall mean the plan for construction of the project consisting of several residential villas/bungalow/row houses sanctioned by the Rajarhat Gopalpur Municipality bearing Building Plan no. 589/14/15 dated 17/07/2014 as revalidated on 28.11.2018 along with retails spaces and wherever the context so permits or intends shall include any modifications and/or alterations thereto and includes site plan, service plan, parking and circulation plan, landscape plan, layout plan, structural designs and such other plan(s) as permitted and approved by the competent authority.

**RULES** - shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

**REGULATIONS** - shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

**SAID PROJECT** – shall mean the development of the said Land by construction of new houses consisting of constructed areas with open areas, common areas and all development works to be constructed, erected and completed by the Promoter and to be known as **SILVER OAK ESTATE PRIVE(Phase I/II/III)** presently under construction in terms of this Agreement and the Plans together with all easement rights and appurtenances belonging thereto.

**SAID LAND** – shall mean All That the piece and parcel of land containing an area of 182 Cottahs be the same a little more or less situate lying at and being Mouza Salua, J.L. No.3, comprised in L.R. Dag Nos.521, 522, 523, 525, 526, 527, 529, 535 and 538, under L.R. Khatian Nos. 1343, 1393, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1258, 1259, 1260, 1261, 1271, 1272, 1273, 1274, 1275, 1276, 1278, 1282, 1283, 1284, 1285, 1554 and 1555, Ward No. 9, within the municipal limits of Rajarhat-Gopalpur Municipality, Police Station Airport, Post Office-Rajarhat, District North 24-Parganas, Kolkata-700 136, more fully and particularly mentioned and described in the **Third Schedule** hereunder written.

**SAID UNIT** – shall mean All That the **UNIT no. ....** comprising a G+2 house having a total **carpet area of ..... sq.ft. (equivalent to a total built up area of ..... sq. ft.)** approximately inclusive of ..... numbers of car parking space and open space of .....**sq. ft.** approximately comprising lawn, ramp and service ducts, at the front and rear and other sides of the

house, to be constructed on a plot of land containing an area of \_\_\_\_ **Cotthas** approximately in the said project to be known as **Silver Oak Estate Prive** presently in course of construction on a part of the said Land more fully and particularly described in the **Part-I** of the **Fourth Schedule** hereunder written and delineated in the plan annexed hereto duly bordered in colour **RED** thereon Together With the absolute share in the plot of land on which the UNIT is to be erected Together With the pro rata share of the Common Areas..... of the said Project more fully and particularly mentioned in the **Part-I** of the **Fifth Schedule** here under written and proportionate right to use in common the Common Facilities and Amenities of the said Project more fully and particularly mentioned and described in the **Part-II** of the **Fifth Schedule** hereunder written (herein after collectively referred to as the **said UNIT**) to be constructed, erected and completed in accordance with the Plans and the Specifications more fully described in the **Part-II** of the **Fourth Schedule** hereunder written.

**SPECIFICATIONS** – shall mean the specifications for the UNIT as mentioned in the **Part-II** of the **Fourth Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

**RULES-** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

**REGULATIONS-**means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

**SAID SHARE** – shall mean absolute share of the plot of land on which UNIT agreed to be purchased hereunder by the Allottee is to be built. along with share in prorata undivided indivisible impartible share in the common passage in the Project attributable to the UNIT .

**SECTION-**means a section of the Act.

All other words used herein shall have the same meaning, if defined in the Act or the Rules.

## **B. INTERPREATION:**

- 1.2.1 Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
- 1.2.2 Words in singular shall include the plural and vice versa.

- 1.2.3 Reference to a gender includes a reference to all other genders.
- 1.2.4 A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- 1.2.5 Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- 1.2.6 The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and
- 1.2.7 Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.

**W H E R E A S :**

**A. (1) DEITY VANIJYA PRIVATE LIMITED, (2) CARNIVAL TIE-UP PRIVATE LIMITED, (3) MERCY VYAPAARPRIVATE LIMITED, (4) DEBONAIR-VYAPAAR PRIVATE LIMITED, (5) DAFFODIL VANIJYA PRIVATE LIMITED, (6) MAINSTREAM VYAPAAR. PRIVATE LIMITED, (7) STARWART TIE-UP PRIVATE LIMITED, (8) BLUEBELL DEALCOM PRIVATE LIMITED, (9) DAISY DEALERS PRIVATE LIMITED, (10) FALCON TIE-UP PRIVATE LIMITED, (11) SADBHAWNA DEALERS PRIVATE LIMITED, (12) SAMBODIIAN ADVISORY PRIVATE LIMITED, (13) SHPVGANGA VANIJYA PRIVATELIMITED, (14) SAHANSHIL TRADELINK PRIVATE LIMITED, (15) BRIJWASI SUPPLIERS PRIVATE LIMITED, (16) UNNATI SUPPLIERS PRIVATE, (17) NISHAKAR MARKETING PRIVATE LIMITED, (18) BRIJWASI MARKETING PRIVATE LIMITED, (19) SAHANBHUTI DEALER PRIVATE LIMITED, (20) SURAKSHIT SUPPLIERS PRIVATE LIMITED, (21) UNNATI VYAPAAR PRIVATE LIMITED, (22) SUGANDH MERCANTILE PRIVATE LIMITED, (23) SHIVDHARA AGENCY PRIVATE LIMITED, (24) TROPEX MERCANTILE PRIVATE LIMITED, (25) CONCORD VYAPAAR PRIVATE LIMITED, (26) WONDER DISTRIBUTOR PRIVATE LIMITED, (27) PANGHATMERCANTILE PRIVATE (28) CHIRAG VINIMAY PRIVATE LIMITED, (29) ALISHAN DEALER PRIVATE LIMITED, (30) EVERLIKE BARTER PRIVATE LIMITED, (31) GOODHOPE COMMERCIAL PRIVATE LIMITED, (32) TRIMUDRA VANIJYA PRIVATE LIMITED, (33) SNEHIL MERCANTILE PRIVATE LIMITED, (34) SAGUN MARKETING PRIVATE LIMITED, (35) APNAPAN MERCHANDISE PRIVATE LIMITED, (36) SAHANSIL AGENCIES PRIVATE LIMITED, (37) SATYAM DEALERS PRIVATE LIMITED, (38) SUNDRAM VANIJYA PRIVATE LIMITED, (39)**



**MANOBAL MARKETING PRIVATE LIMITED, (40) CHAMPAK VYAPAR PRIVATE LIMITED, (41) DESIRE TRADES PRIVATE LIMITED, (42) MAINA VINIMAY PRIVATE LIMITED, (43) PORTABLE DEALING PRIVATE LIMITED, (44) PRITAM DEALING PRIVATE LIMITED, (45) PURNIMA VYAPAAR PRIVATE LIMITED, (46) SURFACE VYAPAAR PRIVATE LIMITED, (47) VEDANT COMMERCIAL PRIVATE LIMITED, (48) MATA JI MERCHANTS PRIVATE LIMITED, (49) ECO VANIJYA PRIVATE LIMITED, (50) PARADISE SUPPLIERS PRIVATE LIMITED, (51) CHARMS MERCHANTS PRIVATE LIMITED, (52) MARVELLOUS NIRMAN PRIVATE LIMITED, (53) PARAMOUNT NIRMAN PRIVATE LIMITED, (54) PILLAR REALTORS PRIVATE LIMITED, (55) TRIVENI PROMOTERS PRIVATE LIMITED, (56) ASTER SALES PRIVATE LIMITED, (57) A TO Z TRADECOMM PRIVATE LIMITED, (58) ASTER SUPPLIERS PRIVATE LIMITED, (59) MUKUND COMMODITIES PRIVATE LIMITED, (60) CHIRAG BARTER PRIVATE LIMITED, (61) MUKUND VANIJYA PRIVATE LIMITED, (62) A TO Z VANIJYA PRIVATE LIMITED, (63) AJANTA DEALCOMM PRIVATE LIMITED, (64) SUGANDH DEALER PRIVATE LIMITED, (65) JAGKALYAN MARKETING PRIVATE LIMITED, (66) HAMSAFAR DISTRIBUTORS PRIVATE LIMITED, (67) ELEGENT HEIGHTS PRIVATE LIMITED, (68) S.P. NIRMAN PRIVATE LIMITED, (69) SURLOK VANIJYA PRIVATE LIMITED, (70) DHANISHTA APARTMENTS PRIVATE LIMITED AND (71) KRITARHTHA REAL ESTATE PRIVATE LIMITED** (hereinafter collectively referred to as the said **DEITY VANIJYA PVT. LTD. & 70 others companies**) became absolutely and jointly seized and possessed of and/or otherwise well and sufficiently entitled to All that the piece and parcel of land containing an area of **182 Cottahs equivalent to 302 dcmls.** be the same or a little more or less situate lying at Mouja Salua, J.L. No.3, comprised in L.R. Dag Nos.521, 522, 523, 525, 526, 527, 529, 535 and 538, under L.R. Khatian Nos. 1343, 1393, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1258, 1259, 1260, 1261, 1271, 1272, 1273, 1274, 1275, 1276, 1278, 1282, 1283, 1284, 1285, 1554 and 1555, Ward No.9, within the municipal limits of Rajarhat-Gopalpur Municipality, Police Station Airport, Post Office-Rajarhat, District North 24-Parganas, Kolkata - 700 136, more fully and particularly described in the **Third Schedule** hereunder written (hereinafter referred to as the **said Land**) free from all encumbrances charges liens lispensens acquisitions requisitions trusts of whatsoever nature, through several Deeds of Conveyance particularly described in the **Second Schedule** here under written.

B. By a Development Agreement dated the 15<sup>th</sup> day of July, 2014 made between the said Deity Vanijya Pvt. Ltd. & 70 others companies therein jointly referred to as the Owners of the One Part and the Promoter herein therein referred to as the Developer of the Other Part, the Owners therein for

the terms and conditions mentioned therein appointed the Promoter herein to develop the said Land and to commercially exploit the same.

C. Pursuant to the terms and conditions of the aforesaid Development Agreement the Promoter herein has got a plan being Building Plan No. 589/14/15 dated 17/07/2014 as revalidated on 28.11.2018 duly sanctioned by the Rajarhat-Gopalpur Municipality for construction of a residential complex comprising several independent G+2 UNITS/row houses/retail spaces upon the said Land to be known as '**Silveroak Estate Prive**' (herein after referred to as the **said Project**).

D. By a Deed of Declaration dated the 9<sup>th</sup> day of July, 2014 made between the said Deity Vanijya Pvt. Ltd. & 70 others companies and the Promoter herein and registered with the Registrar of Assurances, Kolkata, in Book I, Volume No. 1904-2016, at Pages 66208 to 66369, being Deed No. 1668 for the year 2016, the parties thereto recorded, declared and confirmed that the parties shall abide by all the terms and conditions of the aforesaid recited Development Agreement.

E. Meanwhile, in order to have better and smooth development work, the said Deity Vanijya & 70 others companies had decided to take **(1) LOFTY ESTATE PRIVATE LIMITED (2) BONEWELL TRADING PRIVATE LIMITED, (3) RELAX TRADING PRIVATE LIMITED, (4) LOVELY BARTER PRIVATE LIMITED, (5) NEELKANTH TIE-UP PRIVATE LIMITED, (6) SUDHAKAR SUPPLY PRIVATE LIMITED, (7) DIGNITY DISTRIBUTORS PRIVATE LIMITED, (8) HEVEN MERCHANOISE PRIVATE LIMITED, (9) RIPPLE DISTRIBUTORS PRIVATE LIMITED, (10) MRIDUL BARTER PRIVATE LIMITED, (11) SATYA VACHAN MERCHANDISE PRIVATE LIMITED, (12) WINDSON VYAPAAR PRIVATE LIMITED, (13) SPOTLIGHT DISTRIBUTORS PRIVATE LIMITED, (14) MAHASHAKTI TIE-UP PRIVATE LIMITED, (15) TAPWAN MERCHANDISE PRIVATE LIMITED, (16) NIKHAR AGENCIES PRIVATE LIMITED, (17) KASAUTI TRADING PRIVATE LIMITED, (18) COMFORT BARTER PRIVATE LIMITED, (19) EXCLUSIVE SUPPLY PRIVATE LIMITED, (20) SANJOG VINIMOY PRIVATE LIMITED, (21) PROMINENT DISTRIBUTORS PRIVATE LIMITED, (22) MADHURI VANIJYA PRIVATE LIMITED, (23) COMPARE VYAPAAR PRIVATE LIMITED, (24) ARUNODAY SUPPLIERS PRIVATE LIMITED, (25) PRESTIGE DEALCOMM PRIVATE LIMITED, (26) FORTUNE SUPPLIERS PRIVATE LIMITED AND (27) GRAVITY TRADECOMM PRIVATE LIMITED,**(hereinafter collectively referred to as the **said new owners**) as their co-owners of the said Land and accordingly the following deeds were executed in favour of the said new owners:

Sl. No.	Deed No & year	Book No.	Volume No.	Pages	Registry Office	Area (In Decimal)	Name of the purchasers
1.	6606	I	12	3593	D.S.R.-	6	LOFTY ESTATE



	for the year 2006			to 3605	II, 24 PARGANAS(NORTH)		PRIVATE LIMITED &Others
2.	389 for the year 2009	I	2	2871 to 2882	A.R.A.- II, KOLKATA	2.8125	MARVELLOUS NIRMAN PRIVATE LIMITED & Others
3.	2157 for the year 2011	I	7	5829 to 5841	A.R.A.- II, KOLKATA	11.25	ARUNODAY SUPPLIERS PRIVATE LIMITED & Others
4.	11176 for the year 11	I	43	172 to 184	A.R.A.- II, KOLKATA	1.66	DHANISTHA APARTMENTS PRIVATE LIMITED& Others
5.	11177 for the year 11	I	43	185 to 197	A.R.A.- II, KOLKATA	13.25	DHANISTHA APARTMENTS PRIVATE LIMITED & Others

F. Afterwards, by a Deed of Declaration dated the 20<sup>th</sup> day of June, 2016 made between the said Deity Vanijya Pvt. Ltd. & 70 others companies and the said new owners therein jointly referred to as the Owners of the One Part and the Promoter herein therein referred to as the Developer of the Other Part and registered with the A.R.A. – IV, Kolkata in Book No.I, Volume No.1904-2016, pages 219334-219482, Being No.190405948 for the year 2016, it was recorded and declared that the aforesaid recited Development Agreement shall be binding on all the parties thereto and the said Deity Vanijya Pvt. Ltd. & 70 others companies and the said new owners shall jointly be the Owners within the meaning of the said Development Agreement.

G. In pursuance of and in terms of the aforesaid building plan, the Promoter at its own cost and expenses has started construction of the said Project upon the said Land.

H. Being desirous of acquiring a UNIT/row houses in the said Project the Allottee(s) has applied to the Promoter for allotment of one such UNIT/row house at the consideration herein mentioned and, on the terms, and conditions appearing herein after.

I. The Promoter has accordingly issued a Letter of Allotment dated ....., in respect of All That the **UNIT no. ....**comprising a G+2house having a total **carpet area of..... sq.ft.(equivalent to a total built up area of ..... sq. ft.) approximately** inclusive of .....numbers of car parking space and open space of ..... **sq. ft.** approximately comprising lawn, ramp and service ducts, at the front and rear side and other sides of the house, to be constructed on a plot of land containing an area of ..... **Cottahs** approximately in the said Project to be known as **Silver Oak Estate Prive** presently in course of construction on a part of the said Land more fully and particularly described in the **Fourth Schedule** hereunder written Together With the absolute share in the said plot of land on which the said UNIT is to be erected Together With the pro rata share in the Common Areas of the said Project and together with the proportionate right to use the Common Facilities and Amenities of the said Project more fully and particularly described in the **Part-I** and **Part-II** of the **Fifth Schedule** hereunder written(hereinafter collectively referred to as the **said UNIT**), to the Allottee(s) herein.

J. It is hereby agreed that the said Letter of Allotment shall be deemed to be a part of this Agreement.

K. The Owners and the Promoter are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Owners and the Promoter regarding the said Land, have been completed.

L. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

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

N. 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.

O. The Allottee(s) has/have been made aware and has/have unconditionally agreed that the occupants of other UNITS of the Project shall also have complete and unhindered access to all Common Areas, Common Amenities and Facilities of the Project which are meant or allowed by the Promoter for use and enjoyment by such other third parties who shall be entitled to enjoy all such common amenities and facilities of

the Project which are so intended by the Promoter for use of the occupants of other UNITS of the Project. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owners and the Promoter hereby agree to transfer their right title and interest in the UNIT together with the pro rata share in the Common Areas of the said Project under development and the right to enjoy all Common Amenities and Facilities of the Project and the Allottee(s) hereby agree(s) to purchase the said UNIT.

P. It has been agreed by the parties that the Association of all the allottees of all the UNITS in the Project as and when the Project is completed in its entirety shall own in common all common areas, amenities and facilities of the Project together with all easements, rights and appurtenances belonging thereto.

Q. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Owners and the Promoter hereby agree to transfer their right title and interest in the UNIT together with the pro rata share in the common areas of the Project under development and the right to enjoy all Common Amenities and Facilities of the Project and the Allottee(s) hereby agrees to purchase the said UNIT.

R. The title of the Owners to the said land has been examined by the Allottee(s) to his/her/their satisfaction and the Allottee(s) agree(s) and covenant(s) not to raise any objection thereto or make any requisition in connection therewith.

S. The Allottee(s) has/have also seen and inspected the Plans for the time being sanctioned by the authorities relating to the said project and has/have fully satisfied himself/herself/themselves about the validity and all other aspects thereof and agree(s) and covenant(s) not to raise any objection with regard thereto. It is clarified that in case additional constructions are sanctioned by the concerned authorities under the applicable statutes, then the Promoter shall be entitled to construct and deal with the same, to which the Allottee(s) hereby consent(s).

T. Subsequent to the commencement of the Act, the Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND**

**AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:**

**1. TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Owners and the Promoter agree to sell to the Allottee(s) and the Allottee(s) hereby agree(s) to purchase, the UNIT as specified in recital **I** herein above.

1.2.1 The Consideration for the UNIT is Rs.\_\_\_\_\_/ - (Rupees\_\_\_\_\_) only ("Consideration") as mentioned herein below.

UNIT No. _____	
Type _____	
Cost of UNIT	
JACUZZI (OPTIONAL)	
LIFT (OPTIONAL)	
Covered/Open/ (basement/ground/independent/dependent floor) Parking -	
AGREEMENT VALUE	
<b>Consideration for the UNIT Which is inclusive of: The Booking Amount being 10% of the Consideration for the UNIT &amp; Application Money</b>	
Extras:	
Advance Maintenance Charges	
Sinking Fund (Interest Free)	
Generator Charges & Electricity &	
Legal and Documentation Charges	
Club Membership Charges	
Total price (in Rupees) (INCLUDING EXTRAS)	

1.2.2 The Allottee(s) shall be liable to pay the GST or applicable taxes on the consideration of UNIT as applicable (“ GST on Consideration”).

1.2.3 The Allottee(s) shall also be liable to pay the GST as applicable on the Total Extras and Deposits of the UNIT.

1.2.4 The Total Consideration of the said UNIT and Total GST on Consideration as mentioned in Clause 1.2.1 and 1.2.2 hereinabove are hereinafter collectively referred to as the “**said Total Price of the UNIT**”.

1.2.5 The Allottee(s) agree(s) and covenant(s) not to claim any right of possession over in respect of the said UNIT till such time the Allottee(s) has/have paid the entirety of the Total Price of the UNIT, The Total Extras and Deposits, and the applicable taxes thereon as mentioned herein above and all other amounts agreed to be paid and deposited under this Agreement and has/have duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/ or performed on the part of the Allottee(s) in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to hand over possession of the said UNIT.

Explanation:

- (i) The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the said UNIT.
- (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 UNIT to the Allottee and the Project to the association of allottees after obtaining the completion certificate.

The total price of the UNIT has been fixed after taking into account the benefits arising out of enhanced input tax credit admissible under GST Act including those availed pursuant to Transitional provisions of the GST Act pertaining to the Project and other common credit available to the Promoter. The Promoter has taken into account all current and future input tax credit to be admissible to the Promoter in determining the consideration quoted and agreed upon and hence the Promoter is not liable to pass any further input tax credit benefits to the Allottee(s) in the instant or in future. The Allottee(s) has/have understood and agreed upon the total price of the UNIT after taking into cognizance of the fact that all benefits relating to GST has been accounted for by the Promoter in quoting the total price and hereby affirms that the Allottee(s) shall not raise any claim whatsoever in relation to reduction in the total price on account of such GST benefits.

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the 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 as 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 UNIT includes recovery of price of land, cost of construction of not only the UNIT but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the UNIT, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the 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 UNIT and the Project.
- 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 (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 **Seventh Schedule** hereto (**Payment Plan**).
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments for the period by which the respective installment has been preponed. The rate of discount shall be decided by the Promoter at its sole discretion and that shall be binding upon the Allottee. The Provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the 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 alterations in accordance with the provisions of the Act. The Promoter shall take prior approval of the Allottee(s) for extra charges as may be applicable for such additions and/or alterations.

- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the UNIT is complete and the occupancy/completion certificate or such other certificate 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 forty-five (45) days with annual interest at the rate prescribed in the Rules, from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three (3%) percent of the carpet area of the UNIT, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in the **Seventh Schedule** . All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 The rights of the Allottee is limited to ownership of the said UNIT and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- 1.9 The Allottee shall only have user rights in the Common Areas, Amenities & Facilities as also in other common areas of other UNITS of the Project to the extent required for beneficial use and enjoyment of the said UNIT, the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common Areas, Amenities & Facilities and/or other common areas of the Project.
- 1.10 Subject to para 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the UNIT as mentioned below:
  - (i) The Allottee shall have exclusive ownership of the UNIT;
  - (ii) The Allottee shall also have undivided prorata share in the Common Areas, Common Amenities & Facilities of the said Project as per applicable laws. Since the share/interest of the Allottee in the Common Areas of the said Project is undivided and cannot be divided or separated, the Allottee shall use all Common Areas, Amenities & Facilities along with other occupants, maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the

Common Areas, Common Amenities & Facilities to the association of Allottees after duly obtaining the completion certificate from the competent authority for the Project. It is further agreed that the right of the Allottee to use the common areas, amenities and facilities shall always be subject to timely and regular payment of maintenance charges and other charges payable by the Allottee and as applicable from time to time.

- (iii) The Allottee has the right to visit the project site to assess the extent of development of the Project and his/her UNIT as the case may be, at his/her own risk, and with prior intimation to and permission from the Promoter. The Promoter including Project staffs and the Owners shall not be liable for any untoward incident or accident.
  - (viii) The Promoter will not entertain any request for modification in the layouts of the UNIT and external facade of the UNIT and the common areas, facilities and amenities.
- 1.11 It is made clear by the Promoter and the Allottee agrees that the UNIT along with the ..... covered/open/ parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Common Areas, Common Amenities & Facilities shall be available only for use and enjoyment of the Allottees of the said Project.
- 1.12 The Promoter agrees to pay all outgoings before transferring the physical possession of the UNIT to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including its mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, its mortgage loan and interest thereon before transferring the UNIT to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.15 The Allottee has paid a sum of Rs...../- (Rupees ..... only) including GST as Booking Amount (which is equivalent to 10% of the Total Price) being part payment towards the Total Price of the UNIT at the time of application, the receipt of which the Promoter hereby acknowledges, and the Allottee hereby agrees to pay the remaining of the Total Price of the UNIT as prescribed in the Payment Plan [**Seventh Schedule**] as may be demanded by the Promoter within the time and in the manner specified therein.

Provided That if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest @ the then prime lending rate of the **State Bank of India plus two percent (2%)** thereon per annum.

## 2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan in the .....**Schedule** through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **SALARPURIA SIMPLEX DWELLINGS LLP** payable at Kolkata. Time shall be the essence of the contract in this regard.

- 2.1 If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within \_\_\_ (\_\_\_\_) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this agreement and the amount thereof shall be treated as outstanding.
- 2.2 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/financial institution the promoter shall act in accordance with the instructions of the bank/financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the UNIT and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/Financial Institution.

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

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

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever,

then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 5000/- (Rupees Five Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

In case payment is made by any third party on behalf of Allottee, the Promoter will not be responsible towards any third party making such payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.

5. **TIME IS ESSENCE:**

Time is essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the project with the Authority and towards handing over the UNIT to the Allottee and the common areas to the Association of Allottees subject to the same being formed and registered.

If the promoter at any time during the project execution finds itself in a situation which prevents it from completing the project within time and/or extended time in such event the promoter shall have the right to return the money with interest at the prime lending rate of SBI plus two percent p.a.

The allottee shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations



under the Agreement subject to simultaneous completion of construction by the Promoter as provided in the Payment Schedule.

6. **CONSTRUCTION OF THE PROJECT/ UNIT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the UNIT and accepted the floor plan, payment plan and the specifications, amenities and facilities mentioned in the schedules written here under which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by such authorities and shall not have an option to make any variation/alteration/modification in such plans, other than as agreed upon or in the manner provided under applicable laws, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

The Promoter will have the right to decide which Block(s) or UNIT(s) to construct first. The landscape and green areas will only be available on completion of the entirety of the Project as the same will be utilized for construction activities during the construction period.

7. **POSSESSION OF THE UNIT:**

- 7.1 **Schedule for possession of the said UNIT-** The Promoter agrees and understands that timely delivery of possession of the UNIT to the Allottee, is the essence of the Agreement. The Promoter assures to hand over possession of the UNIT along with right to use common areas with all specifications, amenities and facilities of the said Project in place in the month of 31<sup>st</sup> December 2020 (Phase I) & 30<sup>TH</sup> June 2021(Phase II) with a grace period of 6 months 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 real estate project or any unforeseen occurrences, acts, court order or any other events, omissions or accidents which are beyond the reasonable control of the Owners and the Promoter so prevented and does not arise out of a breach by such Party of any of its obligations under this agreement(**“Force Majeure”**).

If however, the completion of the said Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the UNIT, 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 said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 (forty five) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate/completion certificate from the competent authority and on receipt of the Total Price shall offer in writing the possession of the UNIT (**Possession Notice**), to the Allottee in terms of this Agreement to be taken within two (2) months from the date of issue of occupancy certificate/completion certificate. Provided That, in the absence of local law and subject to the Allottee complying with his obligations hereunder, the Deed of Conveyance in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate/completion certificate subject to the Allottee making payment on account of stamp duty, registration fee etc..

**Provided Further That** the Promoter shall not be liable to deliver possession of the UNIT to the Allottee nor to execute or cause to be executed any Conveyance Deed or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then. 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, not due to any act or omission on the part of the Allottee. 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 said Project. The Promoter shall hand over copy of the occupancy certificate/completion certificate to the Association after the formation of the Association.

- 7.3 **Failure of Allottee to take possession of UNIT** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the UNIT from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the UNIT to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 such Allottee shall be liable to pay maintenance charges as specified in para 7.2 from such date as notified in the Possession Notice. (**Deemed Possession**).

It is understood by the Allottee that even if the Allottee fails to take possession of the UNIT within the date such possession is offered by the Promoter, the Allottee shall be deemed to have taken possession on the [15<sup>th</sup>] day from the date of such notice which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the UNIT, will be deemed to be the possession date (“**Possession Date**”).

On and from the Possession Date:

- (i) The UNIT shall be at the sole risk and cost of the Allottee and the Promoter shall have no liability or concern thereof;
  - (ii) The Allottee shall become liable to pay the Maintenance Charges in respect of the UNIT and the Common Areas on and from the Possession Date;
  - (iii) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the Common Areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the UNIT shall be borne solely and conclusively by the Allottee, with effect from the Possession Date.
  - (iv) All other expenses necessary and incidental to the management and maintenance of the Project.
- 7.3.1 Further, in case the Allottee fails or neglects to take possession of the said UNIT as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach / default by the Allottee, the Allottee shall be liable to pay holding charges @ Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) per Square Foot per month of the Built up area of the said UNIT, plus GST (if applicable), from the Date of Commencement of liability to the actual date when the physical possession is taken by the Allottee.

7.4 **Possession by the Allottee** – After obtaining the partial completion certificate and handing over physical possession of the UNIT to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of allottees on its formation and registration or the competent authority, as the case may be, as per the local laws. Provided That, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within 30 (thirty) days or any period as will be mutually agreed upon after obtaining the completion certificate or any certificate of similar nature subject to formation and registration of the association.

7.5 **Cancellation by Allottee**— The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act. Provided that subject to clause 7.5 (i) below, where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Allottee shall serve a 90 (ninety) days' notice in writing on the Promoter and on the expiry of the said period the allotment shall stand cancelled and , the Promoter herein is entitled to forfeit 10% of the Total Price of the said UNIT as mentioned in clause 1.2 hereinabove plus applicable taxes. The Allottee acknowledges that in the event of Allottee terminating this Agreement for Sale for no default on the part of the Promoter, the Promoter is bound to suffer huge loss in as much as the said UNIT having remained blocked for the Allottee and as such, in the event the Allottee terminating or cancelling this Agreement for Sale, the Allottee waives the right to claim refund of balance amount until such time the Promoter has entered into another agreement with any other person or before the expiry of 12 months from the date of such termination, whichever event shall happen earlier. The Promoter shall refund the balance amount by cheque/ demand draft. The Allottee shall be at liberty to claim applicable taxes from the concerned authorities.

Where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter then in such event the Allottee shall be entitled to exercise such right of termination only if on the date when the Allottee so expresses his intent to terminate this Agreement, the Total Price then prevailing for transfer of an UNIT in the Project is not less than the Total Price payable by the Allottee under this Agreement, and the Allottee agree(s) and undertake(s) that the decision of the Promoter in this regard shall be final and binding on the Allottee.

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

- 7.6 **Compensation** — The Owners/Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land on which the Project thereof is being developed or has been developed, in the manner as provided under applicable laws and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the 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 Promoter 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, without prejudice to any other remedy available, to return the total amount received by him in respect of the UNIT, with interest at the rate of applicable Rules in the manner as provided under applicable laws within 45 (forty-five) days of it becoming due. Provided That where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate of the applicable Rules for every month of delay, till the handing over of the possession of the UNIT, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

However, if any part or portion of the scheme of development is discontinued or has to be abandoned due to any operation of law or any order of the Court or any statutory Authority any time then the Allottee(s) affected by such discontinuation or abandonment will have no right of compensation from Promoter. The Promoter will however refund all the money received from the Allottee(s)

If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other UNITS in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the

Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.

It is hereby clarified and recorded that the marketing agent(s) appointed by the Promoter for selling / marketing of the UNITS in this project shall not have any responsibility towards buyers of UNITS nor there shall be any claim by the Allottees of UNITS of this project (Allottees) against the marketing agent(s) regarding any matter relating to sale/transfer of the UNITS in the project for delays in handover/ compromised quality etc. The marketing agent(s) can only be held responsible for the deficiency in the services and/or for any unauthorized and/or wrong information provided by them.

8. **REPRESENTATIONS AND WARRANTIES OF THE OWNERS AND THE PROMOTER:**

The Promoter and/or Owners hereby represent and warrant to the Allottee as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the said Land; The Promoter has the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the said Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project;
- (iii) There are no encumbrances upon the said land or the project save and except the mortgage created in favour of \_\_\_\_\_ for a availing project finance.
- (iv) There are no litigations pending before any court of law or authority with respect to the said Land/Project or the UNIT;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Land and 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, Project Land, UNITS and UNIT and the Common Areas till the date of handing over of the project to the association of the allottees;



- (vi) The Owners/Promoter has/have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected;
- (vii) The Owners/Promoter has/have not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the UNIT which will, in any manner, affect the rights of the Allottee under this Agreement;
- (viii) The Promoter 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 UNIT to the Allottee and the Common Areas, Amenities & Facilities of the said Project to the association of Allottees or the competent authority, as the case may be, after the completion of the entire project and upon such association being formed and registered .
- (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 said Project to the competent authorities till the completion certificate of the Project has been issued and irrespective of possession of UNIT along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of allottees or not .
- (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 Land) has been received by or served upon the Promoter in respect of the said Land and/or the Project Land.

## 9. **EVENTS OF DEFAULTS AND CONSEQUENCES:**

- 9.1 Subject to the Force Majeure clause, the Promoter 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 UNIT to the Allottee within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the 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's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by Promoter under the conditions listed above, 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. However, the allottee(s) is/are not entitled to stop the payment on not receiving any satisfactory answer from the promoter against any queries being raised from time to time by the allottee himself/themselves 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 to the Promoter under any head whatsoever towards the purchase of the UNIT, along with interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum within 45 (forty-five) days of receiving the termination notice. Provided That where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the Promoter, interest at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum, for every month of delay till the handing over of the possession of the UNIT, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

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

- (i) In case the Allottee fails to make any payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate of the then prime lending rate of the State Bank of India plus two percent thereon per annum from the date of default till actual payment is made;
- (ii) In case of default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the UNIT in favour of the Allottee and the refund the money paid to him by the Allottee by deducting 10% of the total price of the UNIT as mentioned in clause 1.2 hereinabove and the interest liabilities and this Agreement shall thereupon stand terminated: Promoter shall, within 12 (twelve) months from such termination or until such time the promoter has entered in another agreement with any other person, which ever event shall happen later, refund by way of cheque/demand draft all amounts after forfeiting 10% of the total price being the Earnest Money paid for the allotment plus applicable taxes without interest, being the liquidated damages payable to the Promoter. The Allottee shall be entitled to claim applicable taxes from the concerned authorities. Provided That the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

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

The Promoter, on receipt of Total Price of the UNIT as per para 1.2 under this Agreement from the Allottee shall execute a conveyance deed and convey the title of the UNIT together with the prorata share in the Common Areas, Amenities & Facilities of the Project within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee. [Provided That, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges and/or other costs within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty, registration charges and other costs to the Promoter is made by the Allottee. All liabilities owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all loss

damage costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

11. **MAINTENANCE OF THE SAID UNIT/PROJECT:**

i) The Promoter shall be responsible to provide and maintain essential services in the said Project till the taking over of the maintenance of the said Project by the association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the UNIT on the basis that the Association shall be formed within a period of 30 days from the date of Completion Certificate. In case the formation of the Association is delayed beyond the said period, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals.

ii) **INTERIM MAINTENANCE PERIOD:** During the interim maintenance period between obtaining of the completion certificate of such Project and formation, registration 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.

a) The Promoter shall endeavour that the committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on "pay by use" basis ,if any.

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

c) 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.

d) After the Common Areas of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

iii) **COMMON AREAS MAINTENANCE:**

a) The Common Areas of the said Project shall be handed over to the Association upon formation of such association (the "Association").

b) The Allottee will be required to complete the formalities of becoming a member of the Association and also to comply with the Rules and Bye-laws of the Association.

c) The Promoter shall at an appropriate time within a maximum period of 30 days from the date of completion certificate of the said Project notify the detailed scheme of formation of the Association to the Allottee (as also to all other Allottees of other UNITS of Project) in accordance with applicable laws so as to enable them to constitute/form such Association.

d) As and when any plant and machinery, including but not limited to, DG sets, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up-gradation, additions etc. the cost thereof shall be contributed by all the UNIT acquirers in the project on pro-rata basis as specified by the Association. The Promoter and upon formation the Association shall have the sole authority to decide the necessity of such replacement, up-gradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.

e) The Allottees have also agreed to perform and observe terms and conditions covenants stipulations and obligations for the use and occupation of the said UNIT which will appear from a template of the Agreement for Facility and Maintenance charges annexed hereto to be executed at or prior to the commencement of liability.

12. **THE CLUB - "THE RETREAT"**

a) A Club which shall be set up by the Promoter within the adjoining residential project known as Silveroak Estate and developed by the Promoter shall have the recreational facilities tentatively like Air-conditioned Home Theatre, Community Hall, Children Play area, Kids Corner with, reading room, modern swimming pool and, Changing Room and Shower, well equipped gym, steam and yoga facility, Cafeteria, sporting arrangement

comprising indoor game facilities etc. Such facilities may be varied at the sole discretion of Promoter.

- b) The said Club will be for the use of the Allottees and/or any person occupying the UNIT through the Allottees or Silver Oak Estates Residents or any person other than UNIT owners who is admitted as a member of the club. The user of the club shall be subject to such terms and conditions and rules and regulations to be formulated in that regard by the Promoter or its nominee and also subject to making payment of the admission charges and monthly subscription charges which shall be levied and/or imposed by the Promoter or its nominee from time to time as per the rules of the club that would be framed by Promoter.
- c) The ownership of the Club shall always remain with the Promoter. The Allottees shall not have any right and title to the same. The Club will be run professionally or as decided by Promoter.
- d) All members will be required to abide by the rules and regulations to be framed from time to time.
- e) It is expected that the facilities at the club will be operational together with the completion of the project.
- f) The membership would create a right to use the club facilities subject to payment of charges and observance of regulations. No right or lien of any nature whatsoever will be created in favour of members, in respect of the assets of the Club.
- g) There will be no restriction upon the Promoter or its nominee in admitting any person/persons who is/are not Allottees as its member or give to anyone the right of user of the Club and/or its facilities on such terms as the Promoter or its nominee may decide.
- h) Any person residing with the Allottees may be given the facility to become additional member to the extent and on the terms prescribed by the Promoter or its nominee.

### 13. **DEFECT LIABILITY:**

- 13.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement 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,



save those as mentioned in clause 13.2 below, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

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

- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the UNIT, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- iii) 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;
- iv) 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 UNIT by making any changes in the UNIT, then any defect 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 entertained by the Promoter;
- v) 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 UNITS and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.

- vi) 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.
- vii) 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.
- viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

13.3 The liability of the Promoter to undertake any such remedial steps shall arise only in cases where the defect is established as having been caused due to the fault of the Promoter AND FURTHER PROVIDED THAT the same has not been caused and/or occasioned directly and/or indirectly, by/due to any act of commission and/or omission of any act, deed or thing of/by the Allottee and/or of/by the men, servants, contractors, agents personnel etc. of the Promoter and/or due to normal wear and tear etc. AND FURTHER PROVIDED THAT no steps have been/or taken by the Promoter of his/her/their/its own volition in an endeavour to rectify any such purported defect. In the event that there is any dispute specifically in relation to any alleged defect or deficiency as stated aforesaid, the said dispute shall, notwithstanding anything to the contrary contained in this Agreement, be referred to the Architect, whose decision in respect thereof shall be final and binding.

13.4 Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the 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 13 hereinabove.

#### 14. **RIGHT TO ENTER THE UNIT FOR REPAIRS:**

14.1 The Promoter/maintenance agency/association of allottees shall have the right 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 normal

working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE:**

15.1 **Use of basement and service areas:**

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

16. **COMPLIANCE WITH RESPECT TO THE UNIT:**

16.1 Subject to para 13 above, the Allottee shall, after taking possession, be solely responsible to maintain the UNIT at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the 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 UNIT and keep the UNIT, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the UNIT is not in any way damaged or jeopardized.

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put-any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the face facade of the UNIT or anywhere on the exterior of the Project, UNITS therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the UNIT or place any heavy material in the common passages or staircase of the UNIT. The Allottee shall also not remove any wall, including the outer and load bearing wall of the UNIT.

- 16.3 The Allottee shall plan and distribute his electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Allottee(s) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the UNIT or any window antenna, excepting that the Allottee(s) shall be entitled to avail the cable connection facilities of the designated one/two service providers selected by the Promoter for providing the services of cable, broadband, telephone etc. to all the UNITS.
- 16.4 Internal wiring for electrification will be provided for each UNIT. However, the Allottee(s) will have to apply to the concerned Electricity Authority individually for obtaining supply of power and the meter for their respective UNIT. The Allottee(s) shall be required to pay the applicable security deposit and/or other charges for the same to the concerned Electricity Authority.
- 16.5 To carry out at his own cost all internal repairs to the said UNIT and maintain the 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 UNIT in which the UNIT is situated or the 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.
- 16.6 The Allottee and all persons under him shall observe all the Rules, Regulations and Restrictions that be framed by the Association from time to time and which shall be deemed to be covenants running with the land and/or the UNIT. The rules and regulations which shall be formed by the Association may be amended and/or changed by the Association any time without any notice and in case of failure to comply with any of the terms will become a ground for an action to recover damages or for other relief or reliefs at the instance of Promoter/Association or in a proper case by an aggrieved UNIT Owner. The allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, costs, claims and demands in respect of any breach, non-observance or nonperformance of such obligations given specifically herein to the allottee.
- 16.7 The Allottee's liability to pay the taxes, outgoings, other charges etc in respect of the UNIT as aforesaid will always be on the Allottees of the said UNIT and if for any reason respective Recovering Authority

got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottees alongwith interest thereon at the prime lending rate of SBI plus 2% and Allottees shall pay the same to the Promoter within the stipulated period as may be informed by the Promoter to the Allottees in writing. It is further specifically.

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

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

**18. ADDITIONAL CONSTRUCTIONS:**

17.1 The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for minor changes or alterations as may be necessary due to architectural or structural reasons or as may be mutually agreed to or permitted in accordance to applicable laws.

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

19.1 After the Promoter executes this Agreement it shall not mortgage or create a charge on the UNIT but shall be entitled to obtain project loan from banks or financial institutions on such security and on such terms and conditions as such lending authorities may prescribe 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 UNIT.

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions and other lenders, the Promoter may already have created mortgage and/or charge on the said Land and shall be at liberty to create further mortgages and/or charges in respect of the said Land or any part thereof and the Allottee(s) hereby consent(s) to the same **Provided However that** at the time of execution of the Deed of Conveyance / transfer in terms hereof, the Promoter assures to have the said UNIT released from any such mortgage and/or charge, if any, with intent that the Allottee(s), subject to his/her/their making

payment of all the amounts payable hereunder or otherwise and complying with his/her/their other obligations herein, will be acquiring title to the said UNIT free of all such mortgages and charges created by the Promoter.

**20. APARTMENT OWNERSHIP ACT:**

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

**21. BINDING EFFECT:**

21.1 Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned authorities as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned authorities 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 earnest money plus applicable taxes shall be returned to the Allottee without any interest or compensation whatsoever.

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

**22. ENTIRE AGREEMENT:**

22.1 This Agreement, along with its schedules, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements



whether written or oral, if any, between the parties in regard to the said UNIT, as the case may be.

23. **RIGHT TO AMEND:**

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

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

24.1 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 Project 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 will go along with the UNIT for all intents and purposes.

25. **WAIVER NOT A LIMITATION TO ENFORCE:**

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

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

26. **SEVERABILITY:**

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

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

27.1 Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the Project, 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 said Project.

**28. FURTHER ASSURANCES:**

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

**29. PLACE OF EXECUTION:**

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

**30. NOTICES:**

30.1 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)

\_\_\_\_\_ (Promoter name)

\_\_\_\_\_ (Promoter Address)

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

31. **JOINT ALLOTTEES:**

31.1 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:**

32.1 Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the UNIT, prior to the execution and registration of this Agreement for Sale for such 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 and regulations made thereunder.

33. **GOVERNING LAW:**

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

34. **DISPUTE RESOLUTION:**

34.1 All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration & Conciliation Act, 1996. Courts of Kolkata alone shall have jurisdiction to entertain or decide any dispute between the parties.

35. **OTHER TERMS AND CONDITIONS**

- 35.1 The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other respective terms conditions and covenants on the parts of the Owners, Promoter and Allottees to be respectively paid observed and performed, as the case may be.
- 35.2 **ELECTRICITY SUPPLY:** In case WBSEDC Ltd./any other electricity supply agency decides not to provide individual meters to the UNITS and makes provision for a High Tension Supply or Bulk Supply, the Promoter shall provide individual sub-meters to the Allottees upon payment by them of the proportionate security deposit payable to WBSEDC Ltd. / any other electricity supply agency for such connection. The exact amount payable by the Allottee will be intimated to the Allottee before possession. The amount of security deposit would be subject to revision as may be so decided by WBSEDC Ltd. / any other electricity supply agency from time to time and all Allottees shall, at all times, be liable to proportionately pay such revision/replenishment to WBSEDC Ltd. / any other electricity supply agency, as per the norms of WBSEDC Ltd. / any other electricity supply agency. In such a case the Allottee may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters.
- 35.3 **ADDITIONAL WORK AND FACILITY:** In the event of providing any additional materials, facilities, amenities or gadgets over and above what has been agreed upon for the benefit of the occupants of the said Complex, the benefit whereof would be for the Allottee(s), or the said UNIT, the Allottee(s) shall be liable to make payment of the proportionate share in respect thereof to the Promoter and the same shall form part of the common facilities. However, whether such additional facilities or amenities are to be provided for will be entirety at the sole discretion of the Promoter and the Allottee(s) hereby consent(s) to the same.
- 35.4 **ADDITIONAL TAXES, LEVIES AND OUTGOINGS:** If at any time, the Promoter is liable to pay any amount on account of statutory taxes, outgoing and/or impositions including Goods and Service Tax, the Allottee(s) shall be liable and agrees to make payment of the amount on account of such statutory taxes and outgoing and to keep the Promoter, harmless and indemnified against all such tax and outgoing and all costs, charges and expenses in respect thereof.
- 35.5 **DEFAULT IN PAYMENTS OF USAGE CHARGES OF COMMON FACILITIES DURING THE MAINTENANCE PERIOD:** Failure to pay Maintenance Charges, Electricity Charges, DG usage charges, if any, within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to

the Allottee and will make the Allottee liable to pay interest at the rate prescribed in the Rules on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

- 35.6 **PAYMENT OF TOTAL PRICE AND EXTRAS PRIOR TO POSSESSION:** The Allottee agrees and covenants not to claim any right or possession over and in respect of the Said UNIT till such time the Allottee has paid the entirety of the Total Price and Extras and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to handover possession of the Said UNIT.

36. **COVENANTS:**

36.1 **ALLOTTEE'S COVENANTS:**

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

36.1.1 **ALLOTTEE AWARE OF AND SATISFIED WITH COMMON AMENITIES AND FACILITIES AND SPECIFICATIONS:**

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

36.1.2 **ALLOTTEE TO MUTATE AND PAY RATES & TAXES:**

The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of ..... or the concerned authority, within 30 (thirty) days from the date of executing conveyance deed of the said UNIT (Date Of Conveyance) and (2) pay the rates & taxes (proportionately for the Project and wholly for the said UNIT from the date of possession notice or from the date of deemed possession, whichever is applicable and until the said UNIT is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the

Promoter/Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

**36.1.3 ALLOTTEE TO PAY MAINTENANCE CHARGE:**

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

36.1.4 The Allottee shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the UNIT or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said UNIT) nor do anything whereby the construction or development of the UNIT or the said premises or the sale or transfer of the other UNITS in the project is in any way interrupted or hindered or impeded with and if due to any act or deed of the Allottee, the Promoter is restrained from construction of the UNIT and/or transferring and disposing of the other UNITS therein then and in that event without prejudice to such other rights the Promoter may have, the Allottee shall be liable to compensate and also indemnify the Promoter for all pre-determined losses damages costs claims demands actions and proceedings suffered or incurred by the Promoter .

36.1.5 The Allottee shall not nor be entitled to ask, demand or seek delivery of possession of the said UNIT so long the Allottee has not paid, in full, the consideration and other amounts and deposits agreed to be paid hereunder or is in default in performing any of his obligations and covenants herein contained.

**36.1.6 DISHONOUR OF PAYMENT INSTRUMENTS**

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable



Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 5000/- (Rupees Five Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

**36.1.6 NO RIGHTS OF OR OBSTRUCTION BY ALLOTTEE:**

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

**38.2 PROMOTER'S COVENANTS:**

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

**38.2.1 NO CREATION OF ENCUMBRANCE:**

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

**38.2.2 DOCUMENTATION FOR LOAN:**

The Promoter shall provide to the Allottee all available documents so that the Allottee may get loan from banks and financial institutions, if required by the Allottee.

**39. OBLIGATIONS OF ALLOTTEE:**

**The Allottee shall:**

(a) **Co-operate in management and maintenance:**

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

(b) **Observing Rules:**

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

(c) **Paying Electricity Charges:**

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

(d) **Meter and Cabling:**

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

(e) **Residential Use:**

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

(f) **Maintenance of UNIT:**

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

(g) **Use of Common Toilets:**

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

(h) **Use of Spittoons / Dustbins:**

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

- (i) **No Alteration:**  
Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said UNIT and the project and (2) design and/or the colour scheme of the windows, grills and the main door of the said UNIT.
- (j) **No Structural Alteration and Prohibited Installations:**  
Not alter, modify or in any manner change the structure or any civil construction in the said UNIT and the project. The Allottee shall not install any dish-antenna on the balcony and/or windows of the UNIT and/or on any external part of the UNIT and/or the roof thereof. In the event the Promoter and/or the Association coming to know of any change made by the Allottee then the Promoter and/or the Association shall be entitled to demolish the changes and restore the said UNIT at the cost of the Allottee. In the event any change is made by the Allottee after the date of Deed of Conveyance, then also the Promoter and/or the Association shall be entitled to demolish the changes and restore the said UNIT to its original position at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.
- (k) **No Air Conditioning Without Permission:**  
Not to install any window air-conditioning units anywhere in the said UNIT and not to change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Promoter to install air-conditioners only in designated areas as approved by Promoter.
- (l) **No Collapsible Gate:**  
Not to install any collapsible gate outside the main door / entrance of the said UNIT.
- (m) **No Grills :**  
Not to install any grill on the balcony or verandah.
- (n) **No Sub-Division:**  
Not to sub-divide the said UNIT and the Common Areas, under any circumstances.
- (o) **No Change of Name:**

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

- (p) **No Nuisance and Disturbance:**  
Not to use the said UNIT or the Common Areas or the parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the UNIT and/or the neighboring properties and not to make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.
- (q) **No Storage:**  
Not to store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas.
- (r) **No Obstruction to Promoter/Association:**  
Not to obstruct the Promoter/ Association (upon formation) in their acts relating to the common amenities and facilities and not to obstruct the Promoter in constructing on other portions of the UNIT and/or the Project and selling or granting rights to any person on any part of the said UNIT.
- (s) **No Obstruction of Common Areas:**  
Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the said UNIT.
- (t) **No Violating Rules:**  
Not to violate any of the rules and/or regulations laid down by the Promoter / Association (upon formation) for the use of the common amenities and facilities.
- (u) **No Throwing Refuse:**  
Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.
- (v) **No Injurious Activities:**  
Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said UNIT, the parking space, if any, the said UNIT, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.
- (w) **No Storing Hazardous Articles:**

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

- (x) **No Signage:**  
Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said UNIT/said project save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the said UNIT.
- (y) **No Floor Damage:**  
Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.
- (z) **No Installing Generator:**  
Not to install or keep or run any generator in the Said UNIT.
- (aa) **No Misuse of Water:**  
Not to misuse or permit to be misused the water supply to the said UNIT.
- (bb) **No Damage to Common Portions:**  
Not to damage the Common amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.
- (cc) **No Hanging Clothes:**  
Not to hang or cause to be hung clothes from the balconies of the Said UNIT.
- (dd) **No Smoking in Public Places:**  
Not to smoke in public areas of the project and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.
- (ee) **No Plucking Flowers:**  
Not to pluck flowers or stems from the gardens.
- (ff) **No Littering:**  
Not to throw or allow to be thrown litter in the Common Areas of the said UNIT/Project.

- (gg) **No Trespassing:**  
Not to trespass or allow trespassers over lawns and green plants within the Common Areas.
- (hh) **No Overloading Lifts:**  
Not to overload the passenger lifts and move goods only through the staircase of the UNIT.
- (ii) **No Use of Lifts in Case of Fire:**  
Not to use the lifts in case of fire.
- (jj) **No Covering of Common Portions:**  
Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said UNIT.
- (kk) **Pay Goods & Service Tax:**  
To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

39.1 The Allottees shall bear all costs, charges, expenses and stamp duty and registration charges of this Agreement and Deed of Conveyance to be executed and registered in pursuance hereof.

39.2.1 **NOTIFICATION REGARDING LETTING/TRANSFER:**

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

36.2.2 **NO RIGHT IN OTHER AREAS:**

The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/UNIT (s) save and except the said UNIT and the share in the Common Areas of the Project.

39.2.3 **INDEMNITY:**

The Allottee shall keep the Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon



formation) relating to the said UNIT/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee or the servants / agents / licensees / invitees / visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

#### 40. **NOMINATION BY ALLOTTEE WITH CONSENT:**

40.1 The Allottee admits and accepts that after the Lock in period (mentioned herein below) 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\_\_\_\_\_) months from the date of this Agreement, or if allowed by the developer in writing

(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 @ 2% of the Total Consideration or the prevalent market valuation whichever is higher, plus applicable taxes, as and by way of nomination fees to the Promoter. It is clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a

nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse, brother, sister or children of the Allottee. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination.

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

#### **41. FUTURE CONTINGENCY AND COVENANT OF ALLOTTEE:**

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

#### **42. RAISING OF FINANCE BY ALLOTTEE**

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

#### **43. RAISING OF FINANCE BY PROMOTER**

43.1 The Allottee understands and acknowledges that the said Land has been mortgaged by the Promoter to ..... for securing the Loan availed by the Promoter for the purpose of construction of the Project on the said Land and the Allottees takes notice that he/she/they is/are required to obtain a No Objection Certificate from ..... for

creation of any encumbrances on the said Land. The Allotees agrees and undertakes that he/she/they shall not create any encumbrances over the said UNIT till such time an NOC in writing is received from .....

#### 44. **MODEL UNIT**

44.1 The Allottee agrees and understands that all the standard fitting, interiors and fixtures and dimension provided in the show / model Unit exhibited at the site only provides a representative idea and the actual UNIT agreed to be constructed may not include the fittings and fixtures are provided they may vary as to make, color, shape, shade and appearance for the ones provided in the Model Unit and the Allottee shall not be entitled to raise any claim for such variation.

#### 45. **MISCELLANEOUS:**

45.1 This Agreement may be signed in DUPLICATE and each of them would be treated as the original. The Allottee(s) has/have assumed the obligation to cause this Agreement to be stamped and registered at his/her/its own cost and the Vendor and the Promoter through their respective representatives and/or constituted attorneys will remain present for the purpose of presenting this Agreement for registration in the event of the Allottee(s) requiring the same to be registered and the stamp duty, registration charges and other expenses incidental thereto shall be paid borne and discharged by the Allottee(s).

#### **THE FIRST SCHEDULE ABOVE REFERRED TO:**

##### **(THE OWNERS)**

(1) CARNIVAL TIE-UP PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51909WB2006PTC112215, having PAN-AADCC0145N, having its registered office at 11, Crooked Lane, Kolkata-700069, Police Station- Hare Street, Post-Office- Esplanade, represented by its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of 18, Ho Chi Minh Sarani, Diamond City West, Kolkata- 700061, Police Station Sarsuna, Post Office Thakurpukur, having PAN ADIPD1444J, (2) MERCY VYAPAAR PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51909WB2006PTC112045, having PAN- AAECM9807G, having its registered office at 11, Crooked Lane, Kolkata-700069, Police Station- Hare Street, Post Office- Esplanade, represented by its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of 18, Ho Chi Minh Sarani, Diamond City West, Kolkata-

700061, Police Station Sarsuna, Post Office Thakurpukur, having PAN ADIPD1444J, (3) DEBONAIR VYAPAAR PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC112239, having PAN- AACCD5553A, having its registered office at 11, Crooked Lane, Kolkata-700069, Police Station-Hare Street, Post Office-Esplanade, represented by its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of 18, Ho Chi Minh Sarani, Diamond city West, Kolkata-700061, Police Station Sarsuna, Post Office Thakurpukur, having PAN ADIPD1444J, (4) DAFFODIL VANIJYA PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51909WB2006PTC112216, having PAN-AACCD5077F, having its registered office at 11, Crooked Lane, Kolkata -700 069, Police Station - Hare Street, Post Office Esplanade, represented by its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of 18, Ho Chi Minh Sarani, Diamond City West, Kolkata-700061, Police Station Sarsuna, Post Office Thakurpukur, having PAN ADIPD1444J, (5) MAINSTREAM VYAPAAR PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51909W132006PTC112214, having PAN-RAECM9808K, having its registered office at 11, Crooked Lane, Kolkata-700069, Police Station- Hare Street, Post Office- Esplanade, represented by its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of 18, Ho Chi Minh Sarani, Diamond City West, Kolkata-700061, Police Station Sarsuna, Post Office Thakurpukur, having PAN ADIPD1444J, (6) STARWART TIE-UP PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN- U51909WB2006PTC112249, having PAN-AAKCS6381H, having its registered office at 11, Crooked Lane, Kolkata-700069, Police Station- Hare Street, Post Office Esplanade, represented by its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of 18, Ho Chi Minh Sarani, Diamond city West, Kolkata-700061, Police Station Sarsuna, Post Office Thakurpukur, having PAN ADIPD1444J, (7) BLUEBELL DEALCOM PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN- U51909WB2006PTC112252, having PAN- AADCB0735B, having its registered office at 11, Crooked Lane, Kolkata -700 069, Police Station - Hare Street, Post Office - Esplanade, represented by its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of residing at 18, Ho Chi Minh Sarani, Diamond city West, Kolkata-700061, Police Station Sarsuna, Post Office Thakurpukur, having PAN ADIPD1444J, (8) ASTER SUPPLIERS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U511091WB2006PTC111764, having PAN-AAGCA3094B, having its registered office at 11, Crooked Lane, Kolkata-700069, Police Station-Hare Street, Post Office-Esplanade, represented by its Authorized Signatory Mr. Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN AEBPB4815M, (9) DAISY DEALERS PRIVATE LIMITED, an existing Company under the Companies Act, 2013, having CIN-

U151909WB2006PTC112248, having PAN-AACCD5555G, having its registered office at 11, Crooked Lane, Kolkata -700 069, Police Station - Hare Street, Post Office - Esplanade, represented by its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of residing at 18, Ho Chi Minh Sarani, Diamond city West, Kolkata-700061, Police Sttaion Sarsuna, Post Office Thakurpukur, having PAN ADIPD1444J, (10) FALCON TIE UP PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2005PTC104638, having PAN-AABCF0143P, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of residing at 18, Ho Chi Minh Sarani, Diamond city West, Kolkata-700061, Police Sttaion Sarsuna, Post Office Thakurpukur, having PAN ADIPD1444J, (11) SADBHAWNA DEALERS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN U51109WB2006PTC109437, having PAN-AAKCS5043G, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station New Market, PostofficeNew Market, represented by its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of residing at 18, Ho Chi Minh Sarani, Diamond city West, Kolkata-700061, Police Sttaion Sarsuna, Post Office Thakurpukur, having PAN ADIPD1444J, (12) SAMBODHAN ADVISORY PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U74140WB2006PTC109436, having PAN-AAKCS5152R, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of residing at 18, Ho Chi Minh Sarani, Diamond city West, Kolkata-700061, Police Sttaion Sarsuna, Post Office Thakurpukur, having PAN ADIPD1444J, (13) SHIVGANGA VANIJYA PRIVATE LIMITED, an existing company under the Coinp.anies Act, 2013, having CIN-U51109WB2006PTC109435, having PAN-AAKCS5044B, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post-Office New Market, represented by its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of residing at 18, Ho Chi Minh Sarani, Diamond city West, Kolkata-700061, Police Sttaion Sarsuna, Post Office Thakurpukur, having PAN ADIPD1444J, (14) SAHANSIL TRADLINK PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109 WB2006PTC 109440, having PAN-AAKCS5123K, having its registered effice' at 12/1, Nellie Sengupta Sarani, Kolkata - 700 087, Police Station - New Market, Post Office - New Market, represented by its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of residing at 18, Ho Chi Minh Sarani, Diamond city West, Kolkata-700061, Police Sttaion Sarsuna, Post Office Thakurpukur, having PAN ADIPD1444J, (15) BRIJWASI SUPPLIERS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN U51109W132006PT C109088, having PAN-



AADCB0386L, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of residing at 18, Ho Chi Minh Sarani, Diamond city West, Kolkata-700061, Police Sttaion Sarsuna, Post Office Thakurpukur, having PAN ADIPD1444J, (16) UNNATI SUPPLIERS PRIVATE LIMITED, an existing company under the Companies, Act, 2013, having CIN- U51109WB2006PTC109080, having PAN-AAACU8728L, havirights registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of residing at 18, Ho Chi Minh Sarani, Diamond city West, Kolkata-700061, Police Sttaion Sarsuna, Post Office Thakurpukur, having PAN ADIPD1444J, (17) NISHAKAR MARKETING PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC109087, having PAN-- AACCN4382P, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700 087, Police Station - New Market, Post Office - New Market, represented by its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of residing at 18, Ho Chi Minh Sarani, Diamond city West, Kolkata-700061, Police Sttaion Sarsuna, Post Office Thakurpukur, having PAN ADIPD1444J, (18) BRIJWASI MARKETING PRIVATE LIMITED, an existing company undertheCompanies Act, 2013, having CIN-U51109WB2006PTC109086, having PAN : IADCB0387M, having Its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700 087, Police Station - New Market, Post Office - New Market, represented by its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of residing at 18, Ho Chi Minh Sarani, Diamond city West, Kolkata-700061, Police Sttaion Sarsuna, Post Office Thakurpukur, having PAN ADIPD1444J, (19) SAHANBHUTI DEALER PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC109964, having PAN-AAKCS5055J, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station - New Market, Post Office - New Market, represented by its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of residing at 18, Ho Chi Minh Sarani, Diamond city West, Kolkata-700061, Police Sttaion Sarsuna, Post Office Thakurpukur, having PAN ADIPD1444J, (20) SURAKSHIT SUPPLIERS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC109967, having PAN-AAKCS5046D, having its registered office at 12/1, Nellie Sengupta. Sarani, Kolkata-700087, Police Station New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of residing at 18, Ho Chi Minh Sarani, Diamond city West, Kolkata-700061, Police Sttaion Sarsuna, Post Office Thakurpukur, having PAN ADIPD1444J, (21) UNNATI VYAPAAR PRIVATE LIMITED, an existing companyundertheCompanies, Act,2013, having CIN-



U51109WB2006PTC110787, having PAN-AAACU8729M, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700 087, Police Station - New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of residing at 18, Ho Chi Minh Sarani, Diamond city West, Kolkata-700061, Police Station Sarsuna, Post Office Thakurpukur, having PAN ADIPD1444J, (22) SUGANDH MERCANTILE PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110790, having PAN-AAKCS5045A, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata 700 087, Police Station - New Market, Post Office - New Market, represented by its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of residing at 18, Ho Chi Minh Sarani, Diamond City West, Kolkata-700061, Police Station Sarsuna, Post Office Thakurpukur, having PAN ADIPD1444J, (23) SHIVDHARA AGENCY PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110784, having PAN-AAKCS5126N, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700 087, Police Station- New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of residing at 18, Ho Chi Minh Sarani, Diamond city West, Kolkata-700061, Police Station Sarsuna, Post Office Thakurpukur, having PAN ADIPD1444J, (24) TROPEX MERCANTILE PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110788, having PAN-AACCT5946M, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station - New Market, Post Office- New Market, represented by its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of residing at 18, Ho Chi Minh Sarani, Diamond city West, Kolkata-700061, Police Station Sarsuna, Post Office Thakurpukur, having PAN ADIPD1444J, (25) CONCORD VYAPAAR PRIVATE LIMITED, an existing company under the Companies Act; 2013, having CIN-U51109WB2006PTC 110781, having PAN-AACCC9791R, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata- 700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, of residing at 18, Ho Chi Minh Sarani, Diamond city West, Kolkata-700061, Police Station Sarsuna, Post Office Thakurpukur, having PAN ADIPD1444J, (26) WONDER DISTRIBUTOR PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110800, having PAN-AAACW6829L, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700 087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Gautam Chakraborty, son of Priyatosh Chakraborty, of 6, Vidyasagar Road, Post Office Nabagram, Police Station Uttarpara, Hooghly-712246, having PAN ADWPC1302N, (27) PANGHAT MERCANTILE PRIVATE LIMITED an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110799, having PAN-AAECP1300M, having it

registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Gautam Chakraborty, son of Priyatosh Chakraborty, of 6, Vidyasagar Road, Post Office Nabagram, Police Station Uttarpara, Hooghly-712246, having PAN ADWPC1302N, (28) CHIRAG VINIMAY PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109W132006PTC 110791, having PAN-AACCC9789K, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station- New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Gautam Chakraborty, son of Priyatosh Chakraborty, of 6, Vidyasagar Road, Post Office Nabagram, Police Station Uttarpara, Hooghly-712246, having PAN ADWPC1302N, (29) ALISHAN DEALER PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110786, having PAN-AAGCA1045G, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Gautam Chakraborty, son of Priyatosh Chakraborty, of 6, Vidyasagar Road, Post Office Nabagram, Police Station Uttarpara, Hooghly-712246, having PAN ADWPC1302N, (30) EVERLIKE BARTER PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109W112006PTC110789, having PAN-AABCE7032L, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Gautam Chakraborty, son of Priyatosh Chakraborty, of 6, Vidyasagar Road, Post Office Nabagram, Police Station Uttarpara, Hooghly-712246, having PAN ADWPC1302N, (31) GOODHOPE COMMERCIAL PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110783, having PAN-AACCG753SG, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700987, Police Station - New Market, Post Office - New Market, represented by its Authorized Signatory Mr. Gautam Chakraborty, son of Priyatosh Chakraborty, of 6, Vidyasagar Road, Post Office Nabagram, Police Station Uttarpara, Hooghly-712246, having PAN ADWPC1302N, (32) TRIMUDRA VANIJYA PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109W82006PTC110785, having PAN-AACCT5948F, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700 087, Police Station - New Market, Post Office - New Market, represented by its Authorized Signatory Mr. Gautam Chakraborty, son of Priyatosh Chakraborty, of 6, Vidyasagar Road, Post Office Nabagram, Police Station Uttarpara, Hooghly-712246, having PAN ADWPC1302N, (33) SNEHIL MERCANTILE PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110797, having PAN AAKCS5052R, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Gautam Chakraborty, son of Priyatosh Chakraborty, of 6, Vidyasagar Road, Post Office Nabagram, Police Station Uttarpara, Hooghly-712246, having PAN ADWPC1302N, (34)

SAGUN MARKETING PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110798, having PAN-AAKCS5124Q, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Gautam Chakraborty, son of Priyatosh Chakraborty, of 6, Vidyasagar Road, Post Office Nabagram, Police Station Uttarpara, Hooghly-712246, having PAN ADWPC1302N, (35)

APNAPAN MERCHANDISE PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110782, having PAN-AAGCA1000M, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station - New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Gautam Chakraborty, son of Priyatosh Chakraborty, of 6, Vidyasagar Road, Post Office Nabagram, Police Station Uttarpara, Hooghly-712246, having PAN ADWPC1302N, (36)

SAHANSIL AGENCIES PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110793, having PAN-AAKCS5051N, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700 087, Police Station- New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Gautam Chakraborty, son of Priyatosh Chakraborty, of 6, Vidyasagar Road, Post Office Nabagram, Police Station Uttarpara, Hooghly-712246, having PAN ADWPC1302N, (37)

SATYAM DEALERS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110794, having PAN-AAKCS5278H, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Gautam Chakraborty, son of Priyatosh Chakraborty, of 6, Vidyasagar Road, Post Office Nabagram, Police Station Uttarpara, Hooghly-712246, having PAN ADWPC1302N, (38)

SUNDRAM VANIJYA PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110795, having PAN-AAKCS5122J, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700 087, Police Station-New Market, Post Office - New Market, represented by its Authorized Signatory Mr. Gautam Chakraborty, son of Priyatosh Chakraborty, of 6, Vidyasagar Road, Post Office Nabagram, Police Station Uttarpara, Hooghly-712246, having PAN ADWPC1302N, (39)

MANOBAL MARKETING PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110796, having PAN-AAECM9189K, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Gautam Chakraborty, son of Priyatosh Chakraborty, of 6, Vidyasagar Road, Post Office Nabagram, Police Station Uttarpara, Hooghly-712246, having PAN ADWPC1302N, (40)

CHAMPAK VYAPAR PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110676, having PAN-AACCC9788J, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory

Mr. Gautam Chakraborty, son of Priyatosh Chakraborty, of 6, Vidyasagar Road, Post Office Nabagram, Police Station Uttarpara, Hooghly-712246, having PAN ADWPC1302N, (41) DESIRE TRADES PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110679, having PAN- AACCD5221F having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata - 700 087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Gautam Chakraborty, son of Priyatosh Chakraborty, of 6, Vidyasagar Road, Post Office Nabagram, Police Station Uttarpara, Hooghly-712246, having PAN ADWPC1302N, (42) MAINA VINIMOY PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110671, having PAN-AAECM9195M, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station - New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Gautam Chakraborty, son of Priyatosh Chakraborty, of 6, Vidyasagar Road, Post Office Nabagram, Police Station Uttarpara, Hooghly-712246, having PAN ADWPC1302N,(43) PORTABLE DEALING PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110678, having PAN-AAECP1266A, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Gautam Chakraborty, son of Priyatosh Chakraborty, of 6, Vidyasagar Road, Post Office Nabagram, Police Station Uttarpara, Hooghly-712246, having PAN ADWPC1302N, (44) PRITAM DEALING PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110675, having PAN-AAECP1263F, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Gautam Chakraborty, son of Priyatosh Chakraborty, of 6, Vidyasagar Road, Post Office Nabagram, Police Station Uttarpara, Hooghly-712246, having PAN ADWPC1302N,(45) PURNIMA VYAPAAR PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109W132006PTC110672, having PAN-AAECP1354R, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Gautam Chakraborty, son of Priyatosh Chakraborty, of 6, Vidyasagar Road, Post Office Nabagram, Police Station Uttarpara, Hooghly-712246, having PAN ADWPC1302N, (46) SURFACE VYAPAAR PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110670, having PAN-AAKCS5053Q, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Gautam Chakraborty, son of Priyatosh Chakraborty, of 6, Vidyasagar Road, Post Office Nabagram, Police Station Uttarpara, Hooghly-712246, having PAN ADWPC1302N, (47) VEDENT COMMERCIAL PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110668, having PAN-AACCV3955A, having its registered



office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Gautam Chakraborty, son of Priyatosh Chakraborty, of 6, Vidyasagar Road, Post Office Nabagram, Police Station Uttarpara, Hooghly-712246, having PAN ADWPC1302N,(48) MATAJI MERCHANTS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC110677, having PAN-AAECM9220H, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Gautam Chakraborty, son of Priyatosh Chakraborty, of 6, Vidyasagar Road, Post Office Nabagram, Police Station Uttarpara, Hooghly-712246, having PAN ADWPC1302N, (49) ECO VANIJYA PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51900WB2006PTC107496, having PAN-AABCE6556B, having its registered office at 12/1, Nellie Sengupta Sarani, Police Station New Market, Post Office New Market, Kolkata-700087, represented by its Authorized Signatory Mr. Gautam Chakraborty, son of Priyatosh Chakraborty, of 6, Vidyasagar Road, Post Office Nabagram, Police Station Uttarpara, Hooghly-712246, having PAN ADWPC1302N, (50) PARADISE SUPPLIERS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN U51109W132005PTC10 4639, having PAN-AADCP8436H, having its registered office at 12/1, Nellie Sengupta Sarani, Police Station New Market, Post Office New Market, Kolkata 700 087, represented by its Authorized Signatory Mr. Gautam Chakraborty, son of Priyatosh Chakraborty, of 6, Vidyasagar Road, Post Office Nabagram, Police Station Uttarpara, Hooghly-712246, having PAN ADWPC1302N,(51) CHARMS MERCHANTS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109W112005PTC 104609, having PAN-AACCC9024H, having its registered office at 12/1, Nellie Sengupta Sarani, Police Station New Market, Post Office New Market, Kolkata-700087, represented by its Authorized Signatory Mr. Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN AEBPB4815M, (52) MARVELLOUS NIRMAN PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U45 200WB2006PTC111906, having PAN-AAFCM0643R, having its registered office at 11, Crooked Lane, Kolkata-700069, Police Station- Hare Street, Post Office-Esplanade, represented by its Authorized Signatory Mr. Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN AEBPB4815M, (53) PARAMOUNT NIRMAN PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U45 200WB2006PTC111908, having PAN-AAECP2516R, having its registered office at 11, Crooked Lane, Kolkata - 700 069, Police Station Hare Street, Post Office-Esplanade, represented by its Authorized Signatory Mr. Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN AEBPB4815M, (54) PILLAR

REALTORS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U45200WB2006PTC111907, having PAN-AAECP2517Q, having its registered office at 11, Crooked Lane, Kolkata- 700069, Police Station - Hare Street, Post Office - Esplanade, represented by its Authorized Signatory Mr. Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN AEBPB4815M, (55) TRIVENI PROMOTERS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U45200W132006PTC 111904, having PAN-AACCT6657K, having its registered office at 11, Crooked Lane, Kolkata-700069, Police Station - Hare Street, Post Office Esplanade, represented by its Authorized Signatory Mr. Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN AEBPB4815M, (56) ASTER SALES PRIVATE LIMITED, an existing Company under the Companies Act, 2013, having CIN- U51109WB200 6PTC 111759, having PAN-AAGCA3093G, having its registered office at 11, Crooked Lane, Kolkata - 700069, Police Station - Hare Street, Post Office - Esplanade, represented by its Authorized Signatory Mr. Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN AEBPB4815M, (57) A TO Z TRADECOMM PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2007PTC112749, having PAN-AAGCA2838P, having its registered office at 11, Crooked Lane, Kolkata-700069, Police Station - Hare Street, Post Office - Esplanade, represented by its Authorized Signatory Mr. Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN AEBPB4815M, (58) MUKUND COMMODITIES PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2007PTC112748, having PAN- AAFCM0458G, having its registered office at 11, Crooked Lane, Kolkata -700 069, Police Station - Hare Street, Post Office - Esplanade, represented by its Authorized Signatory Mr. Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN AEBPB4815M, (59) CHIRAG BARTER PRIVATE LIMITED, an existing company under the Companies Act; 2013, having CIN-U51109WB2007PTC112746, having PAN-AADCC0565A, having its registered office at 11, Crooked Lane, Kolkata -700069, Police Station - Hare Street, Post Office - Esplanade, represented by its Authorized Signatory Mr. Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN AEBPB4815M, (60) MUKUND VANIJYA PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2007PTC112890, having PAN-AAFCM0459H, having its registered office at 11, Crooked Lane, Kolkata-700069, Police Station Hare Street, Post Office Esplanade, represented by its Authorized Signatory Mr. Giriraj



Ratan Bagri, son of Late Chhagan Lal Bagri, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN AEBPB4815M, (61) A TO Z VANIJYA PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2007PTC112747, having PAN-AAGCA2839N, having its registered office at 11, Crooked Lane, Kolkata-700069, Police Station - Hare Street, Post Office - Esplanade, represented by its Authorized Signatory Mr. Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN AEBPB4815M, (62) AJANTA DEALCOMM PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2007PTC112891, having PAN-AAGCA2837C, having its registered office at 11, Crooked Lane, Kolkata-700069, Police Station - Hare Street, Post Office - Esplanade, represented by its Authorized Signatory Mr. Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN AEBPB4815M, (63) SUGANDH DEALER PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC 109442, having PAN-AAKCS0438B, having its registered office at 11, Crooked Lane, Kolkata -700069, Police Station - Hare Street, Post Office - Esplanade, represented by its Authorized Signatory Mr. Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN AEBPB4815M, (64) JAGKALYAN MARKETING PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC 109924, having PAN-AABCJ7022P, having its registered office at 11, Crooked Lane, Kolkata -700069, Police Station - Hare Street, Post Office - Esplanade, represented by its Authorized Signatory Mr. Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN AEBPB4815M, (65) HAMSAFAR DISTRIBUTORS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2006PTC109925, having PAN-AABCH7200F, having its registered office at 11, Crooked Lane, Kolkata-700069, Police Station - Hare Street, Post Office - Esplanade, represented by its Authorized Signatory Mr. Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN AEBPB4815M, (66) ELEGENT HEIGHTS PRIVATE LIMITED, an existing Company under the Companies Act, 2013, having CIN-U45200WB2006PTC112155, having PAN-AABCE7399G, having its registered office at 7, Claitaranjan Avenue, Kolkata - ' /00 072, Police Station - Bowbazar, Post Office - Princep Street, represented by its Authorized Signatory Mr. Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN AEBPB4815M, (67) S. P. NIRMAN PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U70101WB2006PTC 110629, having PAN-

AAKCS8526J, having its registered office at 11, Crooked Lane, Kolkata-700069, Police Station - Hare Street, Post Office - Esplanade, represented by its Authorized Signatory Mr. Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN AEBPB4815M, (68) SURLOK VANIJYA PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U51109WB2008PTC122619, having PAN-AAMCS9671A, having its registered office at 11, Crooked Lane, Kolkata - 700069, Police Station - Hare Street, Post Office - Esplanade, represented by its Authorized Signatory Mr. Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN AEBPB4815M, (69) DHANISTHA APARTMENTS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U70102WB201OPTC145573, having PAN-AADCD4160C, having its registered office at 7, Chittaranjan Avenue, Kolkata-700072, Police Station - Bolwbazar, Post Office -Princep Street, represented by its Authorized Signatory Mr. Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN AEBPB4815M,(70) KRITARTHA REAL ESTATE PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN U70200WB201OPTC144613, having PAN-AADCK9147L, having its registered office at 7, Chittaranjan Avenue, Kolkata-700072, Police Station-Bowbazar, Post Office-Princep Street, represented by its Authorized Signatory Mr. Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN AEBPB4815M,(71) LOFTY ESTATE PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN-U70101WB2005PTC103537, having PAN-AABCL2423N, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN AEBPB4815M (72) BONEWELL TRADING PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC111854 having PAN AADCB1818K, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, PAN AADCB1818K, represented by its Authorized Signatory Mr. Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN AEBPB4815M,(73) RELAX TRADING PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC111853 having PAN AADCR6601E, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, PAN AADCR6601E, represented by its Authorized Signatory Mr. Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, of 27, Shakespeare Sarani, Post Office Circus Avenue,

Police Station Shakespear Sarani, Kolkata-700007, having PAN AEBPB4815M, (74) LOVELY BARTER PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC111852 having PAN-AABCL3366Q, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, PAN AABCL3366Q, represented by its Authorized Signatory Mr. Giriraj Ratan Bagri, son of Late Chhagan Lal Bagri, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN AEBPB4815M,(75) NEELKANTH TIE-UP PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC111848 having PAN-AACCN5496L, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Umesh Kumar Kedia, son of Late Nand Kishore Kedia, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN ANAPK7267Q, (76) SUDHAKAR SUPPLY PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN U51109WB2006PTC111847 having PAN-AALCS2571C, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Umesh Kumar Kedia, son of Late Nand Kishore Kedia, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN ANAPK7267Q, (77) DIGNITY DISTRIBUTORS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC111846 having PAN-AACCD6440J, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, PAN AACCD6440J, represented by its Authorized Signatory Mr. Umesh Kumar Kedia, son of Late Nand Kishore Kedia, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN ANAPK7267Q, (78) HEVAN MERCHANOISE PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC111845, having PAN-AABCH8877Q, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, PAN AABCH88770, represented by its Authorized Signatory Mr. Umesh Kumar Kedia, son of Late Nand Kishore Kedia, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN ANAPK7267Q, (79) RIPPLE DISTRIBUTORS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC111843 having PAN-AADCR6619Q, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Umesh Kumar Kedia, son of Late Nand Kishore Kedia, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN ANAPK7267Q, (80) MRIDUL BARTER PRIVATE LIMITED, an existing company under the Companies Act, 2013, having

CIN- U51109WB2006PTC111841 having PAN-AAFCM1461K, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, PAN AAFCM1461K, represented by its Authorized Signatory Mr. Umesh Kumar Kedia, son of Late Nand Kishore Kedia, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN ANAPK7267Q, (81) SATYAVACHAN MERCHANDISE PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC111840, having PAN- AALCS0100K, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Umesh Kumar Kedia, son of Late Nand Kishore Kedia, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN ANAPK7267Q, (82) WINDSON VYAPAAR PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN U51109WB2006PTC111842 having PAN-AAACW7181M, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, PAN AAACW7181M, represented by its Authorized Signatory Mr. Umesh Kumar Kedia, son of Late Nand Kishore Kedia, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN ANAPK7267Q, (83) SPOT LIGHT DISTRIBUTORS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC111844 having PAN-AALCS0128F, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, PAN AALCS0128F, represented by its Authorized Signatory Mr. Umesh Kumar Kedia, son of Late Nand Kishore Kedia, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN ANAPK7267Q,(84) MAHASAKTI TIE-UP PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN U51109WB2006PTC111794 having PAN-AAFCM2620J, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Umesh Kumar Kedia, son of Late Nand Kishore Kedia, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN ANAPK7267Q,(85) TAPWAN MERCHANDISE PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC112102 having PAN-AACCT7098L, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Umesh Kumar Kedia, son of Late Nand Kishore Kedia, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN ANAPK7267Q,(86) NIKHAR AGENCIES PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC112097 having PAN-AACCN5495K, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New



Market, Post Office-New Market, PAN AACCN5495K, represented by its Authorized Signatory Mr. Umesh Kumar Kedia, son of Late Nand Kishore Kedia, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN ANAPK7267Q,(87) KASAUTI TRADING PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN- U51909WB2014PTC201894 having PAN-AADCK1201D, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Umesh Kumar Kedia, son of Late Nand Kishore Kedia, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN ANAPK7267Q,(88) COMFORT BARTER PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN U51109WB2006PTC112100, having PAN-AADCC1170B, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Umesh Kumar Kedia, son of Late Nand Kishore Kedia, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN ANAPK7267Q, (89) EXCLUSIVE SUPPLY PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN U51109WB2006PTC112108 having PAN-AABCE8010G, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Umesh Kumar Kedia, son of Late Nand Kishore Kedia, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN ANAPK7267Q,(90) SANJOG VINIMOY PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN U51109WB2006PTC112110 having PAN-AALCS0127L, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, PAN AALCS0127L, represented by its Authorized Signatory Mr. Umesh Kumar Kedia, son of Late Nand Kishore Kedia, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN ANAPK7267Q,(91) PROMINENT DISTRIBUTORS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN- U51109WB2006PTC112147 having PAN-AAECP3197J, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Umesh Kumar Kedia, son of Late Nand Kishore Kedia, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN ANAPK7267Q,(92) MADHURI VANIJYA PRIVATE LIMITED, an existing company under the Companies Act, 2013 having CIN-U51109WB2005PTC104666 having PAN-AAECM7994A, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, PAN AAECM7994A, represented by its Authorized Signatory Mr. Umesh Kumar Kedia, son of Late Nand Kishore Kedia, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station

Shakespear Sarani, Kolkata-700007, having PAN ANAPK7267Q, (93) COMPARE VYAPAAR PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN- U51109WB2005PTC103599 having PAN-AACCC9023A, having its registered office at 12/1, Nellie Sengupta Sarani, Kolkata-700087, Police Station-New Market, Post Office-New Market, represented by its Authorized Signatory Mr. Umesh Kumar Kedia, son of Late Nand Kishore Kedia, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN ANAPK7267Q, (94) ARUNODAY SUPPLIERS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN- U51109WB2007PTC114183 having PAN-AAHCA3806G, having its registered office at 11, Crooked Lane, Kolkata-700069, Police Station-Hare Street, Post-Office-Esplanade, PAN AAHCA3806G, represented by its Authorized Signatory Mr. Umesh Kumar Kedia, son of Late Nand Kishore Kedia, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN ANAPK7267Q, (95) PRESTIGE DEALCOMM PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN- U51109WB2007PTC114182, having PAN-AAECP8684Q, having its registered office at 11, Crooked Lane, Kolkata-700069, Police Station-Hare Street, Post-Office-Esplanade, represented by its Authorized Signatory Mr. Umesh Kumar Kedia, son of Late Nand Kishore Kedia, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN ANAPK7267Q, (96) FORTUNE SUPPLIERS PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN- U51109WB2007PTC114180 having PAN-AABCF2992A, having its registered office at 11, Crooked Lane, Kolkata-700069, Police Station-Hare Street, Post-Office-Esplanade, represented by its Authorized Signatory Mr. Umesh Kumar Kedia, son of Late Nand Kishore Kedia, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN ANAPK7267Q, AND (97) GRAVITY TRADECOMM PRIVATE LIMITED, an existing company under the Companies Act, 2013, having CIN- U51109WB2007PTC114181 having PAN-AADCG3050E, having its registered office at 11, Crooked Lane, Kolkata-700069, Police Station-Hare Street, Post-Office-Esplanade, represented by its Authorized Signatory Mr. Umesh Kumar Kedia, son of Late Nand Kishore Kedia, of 27, Shakespeare Sarani, Post Office Circus Avenue, Police Station Shakespear Sarani, Kolkata-700007, having PAN ANAPK7267Q.



**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**(DEEDS OF CONVEYANCE)**

Smt. Chhaya Ghatak & ors therein collectively referred to as the vendors of the one and Eco Vanijya Pvt Ltd & ors 2 cos therein referred to as the purchasers of the other part, Sali land measuring 5 decimals, more or less comprised in R.S./L.R. Dag No 521 registered in office of the Additional Registrar of Assurance-II on 12.05.2008 in Book No 1, Volume No. 1, pages 1 to 33 Being No. 3984 for the year 2008.

Smt. Mira Rani Saha therein collectively referred to as the vendor of the one part and Falcon Tie up Pvt Ltd & ors 41 cos therein referred to as the purchasers of the other part, Sali land measuring 5 decimals, more or less comprised in R.S./L.R. Dag No 521 registered in office of the District Sub Registrar-II North 24 Parganas on 06.09.2007 in Book No 1, CD Volume No. 7, pages 5669 to 5683 Being No. 4704 for the year 2007.

Rajjak Ali Mondal therein collectively referred to as the vendor of the one part and Sugandh Dealers Pvt Ltd & ors 3 cos therein referred to as the purchasers of the other part, Sali land measuring 1 decimals, more or less comprised in R.S./L.R. Dag No 521 registered in office of the Additional Registrar of Assurance-II on 21.12.2009 in Book No 1, CD Volume No. 29, pages 731 to 741 Being No. 14070 for the year 2009.

Rajjak Ali Mondal & Ors therein collectively referred to as the vendors of the one part and Sugandh Dealers Pvt Ltd & ors 3 cos therein referred to as the purchasers of the other part, Sali land measuring 3 decimals, more or less comprised in R.S./L.R. Dag No 521 registered in office of the Additional Registrar of Assurance-II on 21.12.2009 in Book No 1, CD Volume No. 29, pages 719 to 730 Being No. 14069 for the year 2009.

Rajjak Ali Mondal therein collectively referred to as the vendor of the one part and Sugandh Dealers Pvt Ltd & ors 3 cos therein referred to as the purchasers of the other part, Sali land measuring 3 decimals, more or less comprised in R.S./L.R. Dag No 521 registered in office of the Additional Registrar of Assurance-II on 21.12.2009 in Book No 1, CD Volume No. 28, pages 7348 to 7358 Being No. 14071 for the year 2009.

Prem Lal Jain & Ors therein collectively referred to as the vendor of the one part and Sugandh Dealers Pvt Ltd & ors 3 cos therein referred to as the purchasers of the other part, Sali land measuring 12 decimals, more or less comprised in R.S./L.R. Dag No 521 registered in office of the Additional Registrar of Assurance-II on

22.04.2010 in Book No 1, CD Volume No. 14, pages 3883 to 3901 Being No. 4969 for the year 2010.

Uday Chand Sen therein collectively referred to as the vendor of the one part and Eco vanijya Pvt Ltd & ors 2 cos therein referred to as the purchasers of the other part, Sali land measuring 4 decimals, more or less comprised in R.S./L.R. Dag No 521 registered in office of the Additional Registrar of Assurance-II on 12.05.2008 in Book No 1, CD Volume No. 1, pages 1 to 33 Being No. 3989 for the year 2008.

Sikha Roy therein collectively referred to as the vendor of the one part and Aster Suppliers Pvt Ltd & ors 7 cos therein referred to as the purchasers of the other part, Sali land measuring 4 decimals, more or less comprised in R.S./L.R. Dag No 521&522 registered in office of the Additional Registrar of Assurance-II on 14.03.2007 in Book No 1, Volume No. 1, pages 1 to 18 Being No. 178 for the year 2008.

Amitava Ganguly therein collectively referred to as the vendor of the one part and Falcon Tie up Pvt Ltd & ors 41 cos therein referred to as the purchasers of the other part, Sali land measuring 8.28 decimals, more or less comprised in R.S./L.R. Dag No 522 registered in office of the District Sub Registrar-II North 24 Parganas on 30.09.2006 in Book No 1, CD Volume No. 12, pages 669 to 686 Being No. 6440 for the year 2007.

Pranati Ganguly therein collectively referred to as the vendor of the one part and Falcon Tie up Pvt Ltd & ors 41 cos therein referred to as the purchasers of the other part, Sali land measuring 9.91 decimals, more or less comprised in R.S./L.R. Dag No 522 registered in office of the District Sub Registrar-II North 24 Parganas on 30.09.2006 in Book No 1, CD Volume No. 3, pages 2144 to 2161 Being No. 1434 for the year 2008.

Sulekha Rani Sen therein collectively referred to as the vendor of the one part and Eco vanijya Pvt Ltd & ors 2 cos therein referred to as the purchasers of the other part, Sali land measuring 4.97 decimals, more or less comprised in R.S./L.R. Dag No 522 registered in office of the District Sub Registrar-II North 24 Parganas on 12.06.2006 in Book No 1, Volume No. 1, pages 1 to 32 Being No. 3986 for the year 2008.

Uday Chand Sen therein collectively referred to as the vendor of the one part and Eco vanijya Pvt Ltd & ors 2 cos therein referred to as the purchasers of the other part, Sali land measuring 5.69 decimals, more or less comprised in R.S./L.R. Dag No 522 registered in office of the Additional Registrar of Assurance-II on 12.05.2006 in Book No 1, Volume No. 1, pages 1 to 33 Being No. 3990 for the year 2008.

Bibhash Chandra Das therein collectively referred to as the vendor of the one part and Deity vanijya Pvt Ltd & ors 8 cos therein referred to as the purchasers of the other part , Sali land measuring 12 decimals, more or less comprised in R.S./L.R. Dag No 523 registered in office of the Additional Registrar of Assurance-II on 09.01.2007 in Book No 1, Volume No. 1, pages 1 to 18 Being No. 2892 for the year 2007.

Chitra Saha therein collectively referred to as the vendor of the one part and Deity vanijya Pvt Ltd & ors 8 cos therein referred to as the purchasers of the other part , Sali land measuring 6 decimals, more or less comprised in R.S./L.R. Dag No 523 registered in office of the Additional Registrar of Assurance-II on 09.01.2007 in Book No 1, Volume No. 1, pages 1 to 18 Being No. 2851 for the year 2007.

Lakshmi Kanta Naskar therein collectively referred to as the vendor of the one part and Falcon Tie up Pvt Ltd & ors 41 cos therein referred to as the purchasers of the other part part , Sali land measuring 39 decimals, more or less comprised in R.S./L.R. Dag No 523 registered in office of the Additional Registrar of Assurance-II on 03.08.2006 in Book No 1, Volume No. 1, pages 1 to 21 Being No. 6174 for the year 2008.

Ram Krishna Saha therein collectively referred to as the vendor of the one part and Deity vanijya Pvt Ltd & ors 8 cos therein referred to as the purchasers of the other part part , Sali land measuring 6 decimals, more or less comprised in R.S./L.R. Dag No 523 registered in office of the Additional Registrar of Assurance-II on 09.01.2007 in Book No 1, Volume No. 1, pages 1 to 18 Being No. 2893 for the year 2007.

Bhabani Prasad Gayatri Chakraborty therein collectively referred to as the vendor of the one part and Marvellous Nirman Pvt Ltd & ors 3 cos therein referred to as the purchasers of the other part part , Sali land measuring 10 decimals, more or less comprised in R.S./L.R. Dag No 525 registered in office of the Additional Registrar of Assurance-II on 25.11.2006 .

Nanda Lal Ghosh & Ors therein collectively referred to as the vendor of the one part and Marvellous Nirman Pvt Ltd & ors 3 cos therein referred to as the purchasers of the other part , Sali land measuring 17 decimals, more or less comprised in R.S./L.R. Dag No 525 registered in office of the Additional Registrar of Assurance-II on 25.11.2006 .

Ananta Das & Ors therein collectively referred to as the vendor of the one part and Marvellous Nirman Pvt Ltd & ors 3 cos therein referred to as the purchasers of the other part, Sali land measuring 4.13 decimals, more or less comprised in R.S./L.R. Dag No 525 & 526 registered in office of the Additional Registrar of Assurance-II on

27.11.2006 in Book No 1, Volume No. 1, pages 1 to 21 Being No. 195 for the year 2008.

Mohit Paul therein collectively referred to as the vendor of the one part and Marvellous Nirman Pvt Ltd & ors 3 cos therein referred to as the purchasers of the other part , Sali land measuring 2.86 decimals, more or less comprised in R.S./L.R. Dag No 525 & 526 registered in office of the Additional Registrar of Assurance-II on 25.11.2006 in Book No 1, Volume No. 1, pages 1 to 21 Being No. 197 for the year 2008.

Rajarhat Builders Pvt Ltd therein collectively referred to as the vendor of the one part and Dhanishta Apartments Pvt Ltd & ors 1 co. therein referred to as the purchasers of the other part , Sali land measuring 14.24 decimals, more or less comprised in R.S./L.R. Dag No 525 registered in office of the Additional Registrar of Assurance-II on 28.09.2012 in Book No 1, CD Volume No.54, pages 1668 to 1682 Being No. 13645 for the year 2008.

Ashima Raha therein collectively referred to as the vendor of the one part and Marvellous Nirman Pvt Ltd & ors 3 cos therein referred to as the purchasers of the other part , Sali land measuring 3.31 decimals, more or less comprised in R.S./L.R. Dag No 525 & 526 registered in office of the Additional Registrar of Assurance-II on 25.11.2006 .

Sunil Singha Roy therein collectively referred to as the vendor of the one part and Surlok Vanijya Pvt Ltd therein referred to as the purchaser of the other part, Sali land measuring 2 decimals, more or less comprised in R.S./L.R. Dag No 525/559 registered in office of the Additional Registrar of Assurance-II on 12.07.2008 in Book No 1, CD Volume No.77, pages 1230 to 1244 Being No. 10828 for the year 2008.

Tarapada Mondal therein collectively referred to as the vendor of the one part and Falcon Tie up Pvt Ltd & ors 41 cos therein referred to as the purchasers of the other part , Sali land measuring 63 decimals, more or less comprised in R.S./L.R. Dag No 527 & 529 registered in office of the Additional Registrar of Assurance-II on 13.11.2006.

Panchanan Samanta & Ors. therein collectively referred to as the vendor of the one part and Deity Vanijya Pvt Ltd & ors 8 cos therein referred to as the purchaser of the other part, Sali land measuring 38 decimals, more or less comprised in R.S./L.R. Dag No 535 registered in office of the Additional Registrar of Assurance-II on 10.01.2007 in Book No 1, Volume No.1, pages 1 to 21 Being No. 2896 for the year 2007.

Sk. Gofur & Ors therein collectively referred to as the vendor of the one part and S.P. Nirman Pvt Ltd therein referred to as the purchaser of the other part, Sali land measuring 20 decimals, more or less comprised in R.S./L.R. Dag No 538 registered in office of the Additional Registrar of Assurance-II on 02.12.2006 .

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**(SAID LAND)**

**ALL THAT** the piece and parcel of land containing an area of 182 Cottahs be the same a little more or less situate lying at and being Mouza Salua, J.L. No.3, comprised in L.R. Dag Nos.521, 522, 523, 525, , 526, 527, 529, 535 and 538, under L.R. Khatian Nos. 1343, 1393, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1258, 1259, 1260, 1261, 1271, 1272, 1273, 1274, 1275, 1276, 1278, 1282, 1283, 1284, 1285, 1554 and 1555, Ward No.9, within the municipal limits of Rajarhat-Gopalpur Municipality, Police Station Airport, Post Office-Rajarhat, District North 24-Parganas, Kolkata-700 136 and butted and bounded as follows :-

**ON THE NORTH:** National High Way& 528

**ON THE EAST:** 540 (P),537,536,558,618,533 & 530

**ON THE WEST:** 619 & 524

**ON THE SOUTH:** 517 (P),518,520, & 539

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**PART-I**

**[SAID UNIT]**

**ALL THAT** the residential UNIT situated within the Project named \_\_\_\_\_ at \_\_\_\_\_, within the jurisdiction of Ward No. \_\_\_\_ of \_\_\_\_\_ Municipal Corporation / Municipality, under P.S. \_\_\_\_\_ and delineated on the plan 'B' annexed hereto and bordered in colour "YELLOW" thereon together with the exclusive right to use the adjoining open terrace/open space, if any, also delineated on the map 'B' annexed hereto and bordered in

colour "YELLOW" thereon and together further with the car parking space(s), as per details given herein below;

- i) UNIT No. \_\_\_\_\_
- ii) Carpet Area (which will mean the carpet area of the Said UNIT calculated in the manner provided under the relevant act(s)... \_\_\_\_ sft., more or less.
- iii) Area of the adjoining terrace/open space: \_\_\_\_ sft.
- iv) Area of the adjoining balcony: \_\_\_\_ sft.
- v) \_\_\_\_ No(s) of Open car parking space (135 sft. each more or less).
- vi) \_\_\_\_ No(s) of Covered car parking space (135 sft. each, more or less).

## PART-II

### (SPECIFICATIONS)

<b>Structure</b>	RCC framed structure with anti-termite treatment in foundation. Good quality cements are used in our project,
<b>Floor</b>	Master Bedroom – Vitrified Tiles All other Bedroom – Vitrified tiles of reputed make. Living / dining room – Tiles. Kitchen – Anti-Skid Tiles of reputed make. Toilet – Anti-Skid Tiles of reputed make.
<b>Toilets</b>	Ceramic tiles of reputed make on the walls up to door height. Hot & Cold-water points Western style sanitary fittings of Kohler/Roca or equivalent make. Bathtub in one toilet and shower cubicle in another toilet.
<b>Kitchen</b>	Granite platform with Dado tiles up to 2 feet height above the counter along with stainless steel sink, water points will be provided along with a exhaust fan.
<b>Door/Window</b>	Frame – Sal Wood; Shutter – Flush Doors; Main Door – Solid Core Flush door with Front side veneer finish.



	Stainless Steel hardware fittings of reputed make. Aluminum windows will be provided. MS & SS glass railings will be provided in the balconies
<b>Wall Finishes</b>	Interior – All wall finishes will be done with Putty, Providing a smooth & even base
<b>Exterior</b>	The exterior façade will be painted with weather proof Paint
<b>Electric Points</b>	Every UNIT will have an adequate number of electrical points and switches to accommodate all the necessary gadgets and equipment. Modular Switches of reputed make will be provided
<b>Water Supply</b>	24 Hours uninterrupted supply of water which will be processed at a water treatment plant.
<b>Telephone/Cable TV</b>	Telephone, Cable TV points in Living & Dining room. Telephone wiring and points in every home enable external telecom service providers to bring voice and data services. All necessary cable TV wiring and points will be provided that allow residents to the scope of availing a host of DTH services.
<b>Security / Video Door phone</b>	UNITs will have video door phone.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**Part-I**

**(COMMON AREAS & FACILITIES)**

1. Entrance and exit gates of the Complex/Project.
2. Paths passages and open spaces project and those reserved by the Promoter.
3. Driveway.
4. Stand-by diesel generator set of reputed makes as per the designed capacity for lighting the lights at the common areas, for operation of lifts and

pump and for supply of power in the said UNIT to the extent of quantum mentioned herein during power failure and generator room.

5. Water pump with motor: water distribution system.
6. Underground water reservoir
7. STP.
8. Room for darwan/security guard, caretaker's office.
9. Boundary walls.

**Part-II**  
**(COMMON FACILITIES AND AMENITIES)**  
**Will be jointly shared by the allottees as well as Silver Oak Estate Residents**

<b>"THE RETREAT" at Silveroak Estate</b>	
Landscape Garden	Swimming Pool
Children's Play Area	Senior Citizen's Park
Jogging Track	Outdoor Playing Area

**THE SIXTH SCHEDULE ABOVE REFERRED TO :**

**(COMMON EXPENSES)**

1. Repairing, rebuilding, repairing, improving as necessary and keeping the said project, the UNIT(s) and the Common Areas And Facilities and every exterior part thereof in good and substantial repair, order and condition and renewing and replacing etc. all worn or damaged parts thereof.
2. As often as may be necessary in the opinion of the Promoter or the facility Management Company, as the case may be, painting with quality paint and in a proper and workmanlike manner all the wood, metal, stone and other work of/at the said project, the UNIT(s) and the Common Areas, Common Amenities And Facilities and the external surfaces of all exterior doors etc. of the UNIT(s) and the Common Areas, Common Amenities And Facilities and decorating and

coloring all such parts of the UNIT(s) and the Common Areas, Common Amenities And Facilities, as usually are or ought to be.

3. Maintaining, repairing and where, necessary reinstating any boundary wall, hedge or fence.
4. Keeping the driveways, passages and pathways of the said project in good repair, and clean, tidy and edged.
5. Cost of clearing, repairing, reinstating any drains and sewers.
6. Paying such workers as may be necessary in connection with the upkeep and maintenance of the said project, the UNIT(s) and the Common Areas, Common Amenities And Facilities.
7. Cost of operating and maintaining the various facilities/utilities comprising a part of the Common Areas, Common Amenities And Facilities.
8. Insuring any risks.
9. Insurance of firefighting appliances and other equipment's for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
10. Cleaning as necessary, the external walls and windows (not forming part of any UNIT) in/at the said project and/or the UNIT(s) as may be necessary as also the Common Areas, Common Amenities And Facilities, the passages, landings, staircases and all other common parts of the UNIT(s) and the said project as identified by the Promoter or the Facility Management Company, as the case may be.
11. Operating, maintaining and if necessary, renewing from time to time the lighting apparatus of the said project, the UNIT(s) and the Common Areas, Common Amenities And Facilities, and providing additional lighting apparatus thereat.
12. Maintaining and operating the lifts, generator and all facilities and utilities forming a part of the Common Areas, Common Amenities And Facilities and also those identified by the Promoter, if any.
13. Providing and arranging for removal of rubbish.
14. Paying at the rates, taxes, commercial surcharge, levies, duties, charges assessments and outgoings whatsoever (whether central, state

or local) assessed, charged or imposed or payable presently or in the future with retrospective effect or otherwise, in respect of the said project and/or UNIT(s) and/or the Common Areas, Common Amenities And Facilities and/or any part thereof, excepting in so far as the same is the responsibility of an end user/the occupant of any UNIT.

15. Abating any nuisance and executing such works as may be necessary for complying with any notice served by any Authority in connection with the said project and/or the UNIT(s) and/or any part thereof so far as the same is not the liability of and/or attributable to an end user/occupant of a UNIT.
16. Generally managing and administering and protecting the said project, the UNIT(s) and the Common Areas, Common Amenities And Facilities, and for such purpose employing any contractor and enforcing the observance of the covenants on the part of the end users/occupants of any of the UNITS.
17. Employing qualified accountant(s) for the purpose of auditing the accounts in respect of the Common Expenses, and certifying the total amount thereof for the period to which the account relates.
18. Complying with the requirements and directions of any competent authority and/or with the provisions of all statutes and all regulations, orders and bye-laws made thereunder relating to the said project and/or the UNIT(s) and/or the Common Areas, Common Amenities And Facilities excepting those which are the responsibility of an end user/occupier of any UNIT.
19. Administering the management of the staff and complying with all relevant statutes and regulations and orders there under and employing whenever necessary suitable person(s) or firm to deal with these matters and disengage them when required.
20. The purchase, maintenance and renewal of any other equipment and the provision of any other service, which in the option of the Promoter or the Facility Management Company, as the case may be, it is reasonable to provide.
21. Charges/fees of the Facility Management Company, if any.
22. Service Charges of the Promoter till the maintenance is taken over by the Association.
23. Such periodic amounts, as may be estimated by the Promoter or the Facility Management Company, as the case may be, whose decision

shall be final and binding, and to provide for a reserve fund for items of expenditure including those referred to in this schedule or expected to be incurred at any time.

24. Costs and expense for the operation, management, maintenance, upkeep and administration of the mechanical vehicle parking spaces situate at any part or portion of the Said Project notwithstanding the fact that the Allottee has not been granted the right to use any of such mechanical vehicle parking spaces.
25. Such other costs, expenses etc. incidental to and/or ancillary to and/or related to/with any of the matters, items, issues etc. stated in this Schedule.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**  
**(PAYMENT PLAN)**

The Total Price shall be paid by the Allottee(s) in the following manner:

INSTALLMENT		
ON APPLICATION	500000 + Applicable Taxes	
Agreement money (incl application money)	10% of Agreement Value + applicable taxes + 50% of legal charges – Application Money	10%
1st Inst- on Completion of Ground floor Slab casting of said UNIT	10% of Agreement Value + applicable taxes	20%
2nd Inst- on Completion of 2nd floor Slab casting of said UNIT	15% of Agreement Value + applicable taxes	35%
3rd Inst- on Completion of Roof casting of said UNIT	15% of Agreement Value + applicable	50%

	taxes	
4th Inst- on Completion of Brick Work of said UNIT	15% of Agreement Value + applicable taxes	65%
5th Inst- on Completion of Flooring Work of said UNIT	15% of Agreement Value + applicable taxes	80%
6th Inst- on Completion of Putty of said UNIT	15% of Agreement Value + applicable taxes	95%
7th Inst- On Possession	5% of Agreement Value + Balance Extras Charges+ applicable taxes	100%
	<b>TOTAL</b>	

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

SIGNED AND DELIVERED BY THE WITHIN NAMED OWNERS: Please affix photograph and sign across the photograph

(1) Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

(2) Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

Please affix photograph and sign across the photograph



SIGNED AND DELIVERED BY  
THE WITHIN NAMED PROMOTER:

Please affix  
photograph and  
sign across the  
photograph

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of :

WITNESSES:

1. Signature

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix  
photograph and  
sign across the  
photograph

SIGNED AND DELIVERED BY  
THE WITHIN NAMED

ALLOTTEE(S):

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of :

WITNESSES:

1. Signature

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature

Name \_\_\_\_\_

Address \_\_\_\_\_

DRAFT-VMC