

**AGREEMENT FOR SALE**

This Agreement for Sale ("**AGREEMENT**") executed on this [\_\_\_\_\_] day of [\_\_\_\_\_] 2023

**BY AND BETWEEN**

**1.DIRGHAH ABASAN PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN-U70200WB2018PTC227988, having PAN-AAGCD8533J, having its registered office at 7, Chittaranjan Avenue, 3rd Floor, Police Station - Bowbazar, Post Office – Princep Street, Kolkata- 700072, represented through its Director Partha Pratim Das, son of Late Manas Ranjan Das,

having PAN – AIFPD5535J, having Adhaar – 269446749587, having DIN-08191525,

**2. TRINETRAAYA PROMOTERS PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN-U70109WB2018PTC227997, having PAN-AAGCT9380H, having its registered office at 7, Chittaranjan Avenue, 3rd Floor, Police Station - Bowbazar, Post Office – Princep Street, Kolkata- 700072, represented through its Director Partha Pratim Das, son of Late Manas Ranjan Das, having PAN – AIFPD5535J, having Adhaar – 269446749587, having DIN-08191525,

**3. VISVOTTAMA ABASAN PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN- U70100WB2018PTC227929, having PAN-AAGCV5841B, having its registered office at 7, Chittaranjan Avenue, 3rd Floor, Police Station - Bowbazar, Post Office – Princep Street, Kolkata- 700072, represented through its Director Aditya Sadani, son of Bhairu Ratan Sadani, having PAN – DOWPS3743M, having Adhaar – 863283721432, having DIN- 09023418,

**4. MRIGADRISHTI HI-RISE PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN- U70100WB2018PTC227591, having PAN-AAMCM0416H, having its registered office at 7, Chittaranjan Avenue, 3rd Floor, Police Station - Bowbazar, Post Office – Princep Street, Kolkata- 700072, represented through its Director Sumit Das, son of Late Shyam Chand Das, having PAN – BATPD8806P, having Adhaar – 284047042157, having DIN- 09017033,

**5. JYOTISMAT DEVELOPERS PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN- U70109WB2018PTC227810, having PAN-AAECJ3413B, having its registered office at 7, Chittaranjan Avenue, 3rd Floor, Police Station - Bowbazar, Post Office – Princep Street, Kolkata- 700072, represented through its Director Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, having PAN – ADIPD1444J, having Adhaar – 701533716468, having DPIN- 00037919,

**6. SHIVGAMINI CONSTRUCTION PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN- U70200WB2018PTC227811, having PAN-ABACS8066L, having its registered office at 7, Chittaranjan Avenue, 3rd Floor, Police Station - Bowbazar, Post Office – Princep Street, Kolkata- 700072, represented through its authorized representative Shri Siben Bose, son of Late Satyanarayan Bose, having PAN – AFAPB8733Q, having Adhaar – 358597408233, working for gain at 5, Chittaranjan Avenue, Kolkata : 700072,

**7. MAHALOKAAYA DEVELOPERS PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN-U70100WB2018PTC227761, having PAN-AAMCM0651J, having its registered office at 7, Chittaranjan Avenue, 3rd Floor, Police Station - Bowbazar, Post Office – Princep Street, Kolkata- 700072,

represented through its Director Partha Pratim Das, son of Late Manas Ranjan Das, having PAN – AIFPD5535J, having Adhaar – 269446749587, having DIN-08191525, **8.SUNDERDARSHAN HI RISE PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN- U70102WB2010PTC145546 having PAN-AAOCS1499Q, having its registered office at 7, Chittaranjan Avenue, 3rd Floor, Police Station - Bowbazar, Post Office – Princep Street, Kolkata- 700072, represented through its authorized representative Shri Siben Bose, son of Late Satyanarayan Bose, having PAN – AFAPB8733Q, having Adhaar – 358597408233, working for gain at 5, Chittaranjan Avenue, Kolkata : 700072,

**9.DASHABHUJA GRIHA NIRMAN PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN- U70109WB2008PTC126539, having PAN-AACCD9064G, having its registered office at 7, Chittaranjan Avenue, 3rd Floor, Police Station - Bowbazar, Post Office – Princep Street, Kolkata- 700072, represented through its Director Sumit Das, son of Late Shyam Chand Das, having PAN – BATPD8806P, having Adhaar – 284047042157, having DIN- 09017033,

**10.SANTOSHIMATA ABASAN PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN- U70109WB2008PTC126543, having PAN-AAMCS0532L, having its registered office at 7, Chittaranjan Avenue, 3rd Floor, Police Station - Bowbazar, Post Office – Princep Street, Kolkata- 700072, represented through its authorized representative Shri Siben Bose, son of Late Satyanarayan Bose, having PAN – AFAPB8733Q, having Adhaar – 358597408233, working for gain at 5, Chittaranjan Avenue, Kolkata : 700072,

**11.SALARPURIA INFRASTRUCTURE PROJECTS PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN- U45200WB2006PTC112225, having PAN-AAKCS5120L, having its registered office at 7, Chittaranjan Avenue, 3rd Floor, Police Station - Bowbazar, Post Office – Princep Street, Kolkata- 700072, represented through its Director Aditya Sadani, son of Bhairu Ratan Sadani, having PAN – DOWPS3743M, having Adhaar – 863283721432, having DIN- 09023418,

**12.SALARPURIA NIKETAN PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN- U70100WB2007PTC121129, having PAN-AALCS6052N, having its registered office at 7, Chittaranjan Avenue, 3rd Floor, Police Station - Bowbazar, Post Office – Princep Street, Kolkata- 700072, represented through its Director Aditya Sadani, son of Bhairu Ratan Sadani, having PAN – DOWPS3743M, having Adhaar – 863283721432, having DIN- 09023418,

**13.PARTHASARATHI HI RISE PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN- U70200WB2010PTC145543, having PAN-AAFCP4365B, having its registered office at 7, Chittaranjan Avenue, 3rd Floor,

Police Station - Bowbazar, Post Office – Princep Street, Kolkata- 700072, represented through its authorized representative Shri Siben Bose, son of Late Satyanarayan Bose, having PAN – AFAPB8733Q, having Adhaar – 358597408233, working for gain at 5, Chittaranjan Avenue, Kolkata : 700072,

**14.KRISHNAKRIPA SALES PRIVATE LIMITED**, an existing company under the Companies Act, 2013, having CIN- U51909WB2010PTC141527, having PAN- AADCK9148F, having its registered office at 7, Chittaranjan Avenue, 3rd Floor, Police Station - Bowbazar, Post Office – Princep Street, Kolkata- 700072, represented through its Director Aditya Purohit son of Daulal Purohit, having PAN – BBFPP9968R, having Adhaar - 479786565712, having DIN - 08144258,

**15.PRISM DEALTRADE PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51101WB2010PTC141453, having PAN- AAFCP4067L, having its registered office at 7, Chittaranjan Avenue, 3rd Floor, Police Station - Bowbazar, Post Office – Princep Street, Kolkata- 700072, represented through its Director Sumit Das, son of Late Shyam Chand Das, having PAN – BATPD8806P, having Adhaar – 284047042157, having DIN- 09017033,

**16.REGAL VINTRADE PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51909WB2010PTC141454, having PAN- AAECR7038Q, having its registered office at 7, Chittaranjan Avenue, 3rd Floor, Police Station - Bowbazar, Post Office – Princep Street, Kolkata- 700072, represented through its authorized representative Shri Siben Bose, son of Late Satyanarayan Bose, having PAN – AFAPB8733Q, having Adhaar – 358597408233, working for gain at 5, Chittaranjan Avenue, Kolkata : 700072,

**17.TRINITY COMMOSALES PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U51909WB2010PTC141818, having PAN- AADCT4208K, having its registered office at 7, Chittaranjan Avenue, 3rd Floor, Police Station - Bowbazar, Post Office – Princep Street, Kolkata- 700072, represented through its Director Aditya Purohit son of Daulal Purohit, having PAN – BBFPP9968R, having Adhaar - 479786565712, having DIN - 08144258,

**18.KRISHNA KRIPA DWELLING COMPLEX PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U70109WB2008PTC126542, having PAN- AADCK4033D, having its registered office at 7, Chittaranjan Avenue, 3rd Floor, Police Station - Bowbazar, Post Office – Princep Street, Kolkata- 700072, represented through its Director Sumit Das, son of Late Shyam Chand Das, having PAN – BATPD8806P, having Adhaar – 284047042157, having DIN- 09017033,

**19.DHANGANGA PROMOTERS PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U45400WB2012PTC186044, having PAN-

AAECD5116D, having its registered office at 23A, N.S.Road, Police Station - Hare Street, Post Office-G.P.O, Kolkata-700001, represented through its Director Navin Kumar Khandelwal son of Late Radha Ballabh Khandelwal, having PAN – AFYPK5356G, having Adhaar – 984875532982, having DIN- 09285772,

**20.RISHTA COMPLEX PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U70102WB2012PTC186643, having PAN-AAGCR1219R, having its registered office at 23A, N.S.Road, Police Station - Hare Street, Post Office-G.P.O, Kolkata-700001, represented through its Director Navin Kumar Khandelwal son of Late Radha Ballabh Khandelwal, having PAN – AFYPK5356G, having Adhaar – 984875532982, having DIN- 09285772,

**21.DREAMLIGHT RESIDENCY PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U45400WB2012PTC186045, having PAN-AAECD5191Q, having its registered office at 23A, N.S.Road, Police Station - Hare Street, Post Office-G.P.O, Kolkata-700001, represented through its Director Navin Kumar Khandelwal son of Late Radha Ballabh Khandelwal, having PAN – AFYPK5356G, having Adhaar – 984875532982, having DIN- 09285772,

**22.EVERRISE PROMOTERS PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U45400WB2012PTC186048, having PAN-AADCE2652G, having its registered office at 23A, N.S.Road, Police Station - Hare Street, Post Office-G.P.O, Kolkata-700001, represented through its Director Navin Kumar Khandelwal son of Late Radha Ballabh Khandelwal, having PAN – AFYPK5356G, having Adhaar – 984875532982, having DIN- 09285772,

**23.DEVPUJAN CONSTRUCTION PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U45400WB2012PTC186042, having PAN-AAECD5120D, having its registered office at 23A, N.S.Road, Police Station - Hare Street, Post Office-G.P.O, Kolkata-700001, represented through its Director Navin Kumar Khandelwal son of Late Radha Ballabh Khandelwal, having PAN – AFYPK5356G, having Adhaar – 984875532982, having DIN- 09285772,

**24.BHAVSAKTI INFRAPROJECTS PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U45400WB2012PTC185990, having PAN-AAFCB3315B, having its registered office at 23A, N.S.Road, Police Station - Hare Street, Post Office-G.P.O, Kolkata-700001, represented through its Director Navin Kumar Khandelwal son of Late Radha Ballabh Khandelwal, having PAN – AFYPK5356G, having Adhaar – 984875532982, having DIN- 09285772,

**25.BHAVASAGAR BUILDCON PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U45400WB2012PTC185988, having PAN-AAFCB3314A, having its registered office at 23A, N.S.Road, Police Station - Hare

Street, Post Office-G.P.O, Kolkata-700001, represented through its Director Navin Kumar Khandelwal son of Late Radha Ballabh Khandelwal, having PAN – AFYPK5356G, having Adhaar – 984875532982, having DIN- 09285772,

**26.JATASHIV BUILDCON PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U45400WB2012PTC186056, having PAN-AADCJ0048B, having its registered office at 23A, N.S.Road, Police Station - Hare Street, Post Office-G.P.O, Kolkata-700001, represented through its Director Samrat Singh, son of Hari Singh, having PAN – DRBPS5937P, having Adhaar – 239539815192, having DIN- 07299991,

**27.HARDSOFT HIRISE PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U45400WB2012PTC186051, having PAN-AADCH0894B, having its registered office at 23A, N.S.Road, Police Station - Hare Street, Post Office-G.P.O, Kolkata-700001, represented through its Director Samrat Singh, son of Hari Singh, having PAN – DRBPS5937P, having Adhaar – 239539815192, having DIN- 07299991,

**28.OVERSURE REALCON PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U45400WB2012PTC186052, having PAN-AABC07973Q, having its registered office at 23A, N.S.Road, Police Station - Hare Street, Post Office-G.P.O, Kolkata-700001, represented through its Director Navin Kumar Khandelwal son of Late Radha Ballabh Khandelwal, having PAN – AFYPK5356G, having Adhaar – 984875532982, having DIN- 09285772,

**29.GAJGAMINI BUILDERS PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U45400WB2012PTC186050, having PAN-AAFCG0341J, having its registered office at 23A, N.S.Road, Police Station - Hare Street, Post Office-G.P.O, Kolkata-700001, represented through its Director Navin Kumar Khandelwal son of Late Radha Ballabh Khandelwal, having PAN – AFYPK5356G, having Adhaar – 984875532982, having DIN- 09285772,

**30.FUNIDEA ENCLAVE PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U45400WB2012PTC186049, having PAN-AACCF1204C, having its registered office at 23A, N.S. Road, Police Station - Hare Street, Post Office-G.P.O, Kolkata-700001, represented through its authorized representative Shri Siben Bose, son of Late Satyanarayan Bose, having PAN – AFAPB8733Q, having Adhaar – 358597408233, working for gain at 5, Chittaranjan Avenue, Kolkata : 700072,

**31.KALASHSIDHI PROPERTIES PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U45400WB2012PTC186065, having PAN-AAFCK0419H, having its registered office at 23A, N.S.Road, Police Station - Hare Street, Post Office-G.P.O, Kolkata-700001, represented through its Director Samrat

Singh, son of Hari Singh, having PAN - DRBPS5937P, having Adhaar - 239539815192, having DIN- 07299991,

**32.DHANADHIPA ABASAN PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U70200WB2018PTC227754, having PAN-AAGCD8399A, having its registered office at 5, Chittaranjan Avenue, Police Station - Bowbazar, Post Office - Princep Street, Kolkata-700 072, represented through its Director Partha Pratim Das, son of Late Manas Ranjan Das, having PAN - AIFPD5535J, having Adhaar - 269446749587, having DIN-08191525,

**33.DHIRAI ABASAN PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U70200WB2018PTC227697, having PAN-AAGCD8476J, having its registered office at 5, Chittaranjan Avenue, Police Station - Bowbazar, Post Office - Princep Street, Kolkata-700 072, represented through its Director Partha Pratim Das, son of Late Manas Ranjan Das, having PAN - AIFPD5535J, having Adhaar - 269446749587, having DIN-08191525,

**34.MAHARDHI GRIHA NIRMAN PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U70109WB2018PTC227983, having PAN-AAMCM0901H, having its registered office at 5, Chittaranjan Avenue, Police Station - Bowbazar, Post Office - Princep Street, Kolkata-700 072, represented through its Director Partha Pratim Das, son of Late Manas Ranjan Das, having PAN - AIFPD5535J, having Adhaar - 269446749587, having DIN-08191525,

**35.VAIDHURYA ABASAN PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U70109WB2018PTC227977, having PAN-AAGCV5890A, having its registered office at 5, Chittaranjan Avenue, Police Station - Bowbazar, Post Office - Princep Street, Kolkata-700 072, represented through its Director Partha Pratim Das, son of Late Manas Ranjan Das, having PAN - AIFPD5535J, having Adhaar - 269446749587, having DIN-08191525,

**36.AMARASRI DWELLINGS PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U70109WB2018PTC228004, having PAN-AARCA3250C, having its registered office at 5, Chittaranjan Avenue, Police Station - Bowbazar, Post Office - Princep Street, Kolkata-700 072, represented through its Director Partha Pratim Das, son of Late Manas Ranjan Das, having PAN - AIFPD5535J, having Adhaar - 269446749587, having DIN-08191525,

**37.MANSASHI ABASAN PVT LTD.**, an existing company under the Companies Act, 2013, having CIN- U70102WB2012PTC187784, having PAN-AAICM4147R, having its registered office at 5, Chittaranjan Avenue, Police Station - Bowbazar, Post Office - Princep Street, Kolkata-700 072, represented through its authorized representative Shri Nand Kishore Roy, son of Biswanath Roy, having PAN -

AOBPR8497M, having Adhaar – 762079477606, working for gain at 5, Chittaranjan Avenue, Kolkata : 700072,

**38.RAMSITA HIRISE PVT LTD.**, an existing company under the Companies Act, 2013, having CIN- U70102WB2012PTC187212, having PAN-AAGCR2579G, having its registered office at 5, Chittaranjan Avenue, Police Station - Bowbazar, Post Office - Princep Street, Kolkata-700 072, represented through its authorized representative Shri Nand Kishore Roy, son of Biswanath Roy, having PAN – AOBPR8497M, having Adhaar – 762079477606, working for gain at 5, Chittaranjan Avenue, Kolkata : 700072,

**39.RAMSITA REALTORS PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U70102WB2012PTC187201, having PAN-AAGCR2580P, having its registered office at 5, Chittaranjan Avenue, Police Station - Bowbazar, Post Office - Princep Street, Kolkata-700 072, represented through its authorized representative Shri Nand Kishore Roy, son of Biswanath Roy, having PAN – AOBPR8497M, having Adhaar – 762079477606, working for gain at 5, Chittaranjan Avenue, Kolkata : 700072,

**40.SATPATI COMPLEX PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U70100WB2012PTC188120, having PAN-AASCS6291E, having its registered office at 5, Chittaranjan Avenue, Police Station - Bowbazar, Post Office - Princep Street, Kolkata-700 072, represented through its authorized representative Shri Nand Kishore Roy, son of Biswanath Roy, having PAN – AOBPR8497M, having Adhaar – 762079477606, working for gain at 5, Chittaranjan Avenue, Kolkata : 700072,

**41.SATPATI REALTORS PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U70102WB2012PTC188018, having PAN-AASCS6297C, having its registered office at 5, Chittaranjan Avenue, Police Station - Bowbazar, Post Office - Princep Street, Kolkata-700 072, represented through its authorized representative Shri Nand Kishore Roy, son of Biswanath Roy, having PAN – AOBPR8497M, having Adhaar – 762079477606, working for gain at 5, Chittaranjan Avenue, Kolkata : 700072,

**42.SRIDATRI REALTORS PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U70102WB2012PTC187058, having PAN-AASCS6295A, having its registered office at 5, Chittaranjan Avenue, Police Station - Bowbazar, Post Office - Princep Street, Kolkata-700 072, represented through its Director Saileena Sarkar daughter of Late Sudhir Chandra Sarkar, having PAN – EKQPS5336M, having Adhaar – 651315838066, having DIN- 06963882,

**43.HARSHAYE REALTORS LLP**, a Limited Liability Partnership, having LLP Id. No.

ABA-1874, having PAN -AAOFH6221N, having its registered office at 5, Chittaranjan Avenue, Police Station - Bowbazar, Post Office - Princep Street, Kolkata-700 072, represented by MUKUND VANIJYA PRIVATE LIMITED through its Nominee & Designated Partner Sohan Jha son of Mayanand Jha, having PAN – AJXPJ5695A, having Adhaar – 263492644121, having DPIN- 07298309,

**44.PANCHVAKRATAY REALTORS LLP**, a Limited Liability Partnership, having LLP Id. No. ABA-2164, having PAN-ABBFP4863E, having its registered office at 5, Chittaranjan Avenue, Police Station - Bowbazar, Post Office - Princep Street, Kolkata-700 072, represented through its authorized representative Shri Nand Kishore Roy, son of Biswanath Roy, having PAN – AOBPR8497M, having Adhaar – 762079477606, working for gain at 5, Chittaranjan Avenue, Kolkata : 700072,

**45.DEVGANGA REALTORS LLP**, a Limited Liability Partnership, having LLP Id. No. ABA-1816, having PAN-AATFD3474C, having its registered office at 5, Chittaranjan Avenue, Police Station - Bowbazar, Post Office - Princep Street, Kolkata-700 072, represented by NAVIN ADVISORY SERVICES PVT. LTD. through its Nominee & Designated Partner Sohan Jha son of Mayanand Jha, having PAN – AJXPJ5695A, having Adhaar – 263492644121, having DPIN- 07298309,

**46.NISMAYA REALTORS LLP**, a Limited Liability Partnership, having LLP Id. No. - ABA-2122, having PAN-AATFN6157C, having its registered office at 5, Chittaranjan Avenue, Police Station - Bowbazar, Post Office - Princep Street, Kolkata-700 072, represented by PILLAR REALTORS PVT. LTD. through its Nominee & Designated Partner Aditya Purohit son of Daulal Purohit, having PAN – BBFPP9968R, having Adhaar - 479786565712, having DIN - 08144258,

**47.SUBHUJA REALTORS LLP**, a Limited Liability Partnership, having LLP Id. No. - ABA-1571, having PAN-AEPFS9668P, having its registered office at 5, Chittaranjan Avenue, Police Station - Bowbazar, Post Office - Princep Street, Kolkata-700 072, represented by RECTANGLE VANIJYA PVT. LTD. through its Nominee & Designated Partner Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, having PAN – ADIPD1444J, having Adhaar – 701533716468, having DPIN- 00037919,

**48.PINGALI VENKAYYA REALTORS LLP**, a Limited Liability Partnership, having LLP Id. No. - ABA-2015, having PAN-ABBFP4774A, having its registered office at 5, Chittaranjan Avenue, Police Station - Bowbazar, Post Office - Princep Street, Kolkata-700 072, represented by SUNVIEW COMMOTRADE PVT. LTD. through its Nominee & Designated Partner Aditya Purohit son of Daulal Purohit, having PAN – BBFPP9968R, having Adhaar - 479786565712, having DIN - 08144258,

**49.SHVETAVAH GRIHA NIRMAN PVT. LTD.**, an existing company under the Companies Act, 2013, having LLP Id. No.- U70102WB2012PTC188050, having PAN-

AASCS6287N, having its registered office at 5, Chittaranjan Avenue, Police Station - Bowbazar, Post Office - Princep Street, Kolkata-700 072, represented through its Director Sanjib Paul son of Late Shyam Sundar Paul, having PAN – ASUPP4633N, having Adhaar – 295768648009, having DIN- 06972849,

**50.SHVETAVAH HIRISE PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U70102WB2012PTC188043, having PAN-AASCS6294B, having its registered office at 5, Chittaranjan Avenue, Police Station - Bowbazar, Post Office - Princep Street, Kolkata-700 072, represented through its Director Sanjib Paul son of Late Shyam Sundar Paul, having PAN – ASUPP4633N, having Adhaar – 295768648009, having DIN- 06972849,

**51.SHETRIYA BUILDCON PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U70102WB2012PTC188094, having PAN-AASCS6289C, having its registered office at 5, Chittaranjan Avenue, Police Station - Bowbazar, Post Office - Princep Street, Kolkata-700 072, represented through its Director Sanjib Paul son of Late Shyam Sundar Paul, having PAN – ASUPP4633N, having Adhaar – 295768648009, having DIN- 06972849,

**52.SHETRIYA GRIHA NIRMAN PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U70102WB2012PTC188101, having PAN-AASCS6296D, having its registered office at 5, Chittaranjan Avenue, Police Station - Bowbazar, Post Office - Princep Street, Kolkata-700 072, represented through its Director Sanjib Paul son of Late Shyam Sundar Paul, having PAN – ASUPP4633N, having Adhaar – 295768648009, having DIN- 06972849,

**53.SAHASRAAKSH LIVING PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U70200WB2018PTC228005, having PAN-ABACS8971N, having its registered office at 5, Chittaranjan Avenue, Police Station - Bowbazar, Post Office - Princep Street, Kolkata-700 072, represented through its Director Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, having PAN – ADIPD1444J, having Adhaar – 701533716468, having DPIN- 00037919,

**54.SRIDATRI HIRISE PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U70102WB2012PTC187200, having PAN-AASCS6288D, having its registered office at 5, Chittaranjan Avenue, Police Station - Bowbazar, Post Office - Princep Street, Kolkata-700 072, represented through its Director Saileena Sarkar daughter of Late Sudhir Chandra Sarkar, having PAN – EKQPS5336M, having Adhaar – 651315838066, having DIN- 06963882,

**55.SUNASHI ABASAN PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U70102WB2012PTC188064, having PAN-AASCS6290F, having its registered office at 5, Chittaranjan Avenue, Police Station - Bowbazar, Post Office

- Princep Street, Kolkata-700 072, represented through its Director Saileena Sarkar daughter of Late Sudhir Chandra Sarkar, having PAN – EKQPS5336M, having Adhaar – 651315838066, having DIN- 06963882,

**56.ARUNODYA NIKETAN LLP**, a Limited Liability Partnership, having LLP Id No. - ABA-2072, having PAN-ABXFA3301J, having its registered office at 5, Chittaranjan Avenue 1st Floor, Kolkata Kolkata WB 700072, P.O - Princep Street, P.S – Bowbazar, represented by DESIRE TRADES PRIVATE LIMITED through its Nominee & Designated Partner Kripali Mahato, son of Naro Mahato, having PAN – BPCPM3464G, having Adhaar – 671022474256, having DPIN- 06972678,

**57.PANCHVAKTRA REALTORS LLP**, a Limited Liability Partnership, having LLP Id No. - ABA-2159, having PAN- ABBFP4776C, having its registered office at 5, Chittaranjan Avenue 1st Floor, Kolkata Kolkata WB 700072 IN, P.O. - Princep Street, P.S – Bowbazar, represented by ECO VANIJYA PVT. LTD. through its Nominee & Designated Partner Sanjib Paul son of Late Shyam Sundar Paul, having PAN – ASUPP4633N, having Adhaar – 295768648009, having DIN- 06972849,

**58.KAMARI REALTORS LLP**, a Limited Liability Partnership, having LLP Id No. - ABA-1922, having PAN- AAYFK3980H, having its registered office at 5, Chittaranjan Avenue 1st Floor, Kolkata Kolkata WB 700072, P.O. - Princep Street, P.S – Bowbazar, represented by GOODHOPE COMMERCIAL PRIVATE LIMITED through its Nominee & Designated Partner Kripali Mahato, son of Naro Mahato, having PAN – BPCPM3464G, having Adhaar – 671022474256, having DPIN- 06972678,

**59.EFTINAN CONSTRUCTIONS LLP**, a Limited Liability Partnership, having LLP Id No. - ABA-2098, having PAN- AAJFE4735H, having its registered office at 5, Chittaranjan Avenue 1st Floor, Kolkata Kolkata WB 700072, P.O. - Princep Street, P.S – Bowbazar, represented by KASAUTI MARKETING PRIVATE LIMITED through its Nominee & Designated Partner Kripali Mahato, son of Naro Mahato, having PAN – BPCPM3464G, having Adhaar – 671022474256, having DPIN- 06972678,

**60.VIRUPAKSH DEVELOPERS LLP**, a Limited Liability Partnership, having LLP Id No. - ABA-2161, having PAN- AAVFV1010E, having its registered office at 5, Chittaranjan Avenue 1st Floor, Kolkata Kolkata WB 700072 IN, P.O. - Princep Street, P.S – Bowbazar, represented by LOFTY ESTATES PVT. LTD. through its Nominee & Designated Partner Sanjib Paul son of Late Shyam Sundar Paul, having PAN – ASUPP4633N, having Adhaar – 295768648009, having DIN- 06972849,

**61.RAMAYAN BUILDERS LLP**, a Limited Liability Partnership, having LLP Id No. - ABA-1996, having PAN- ABEFR4486Q, having its registered office at 5, Chittaranjan Avenue 1st Floor, Kolkata Kolkata WB 700072 IN, P.O - Princep Street, P.S – Bowbazar, represented by MAHASAKTI TIEUP PRIVATE LIMITED through its

Nominee & Designated Partner Kripali Mahato, son of Naro Mahato, having PAN – BPCPM3464G, having Adhaar – 671022474256, having DPIN- 06972678,

**62.SACHISH DEVELOPERS LLP**, a Limited Liability Partnership, having LLP Id No. - ABA-7578, having PAN- AEQFS7550F, having its registered office at 5, Chittaranjan Avenue 1st Floor, Kolkata Kolkata WB 700072 IN, P.O - Princep Street, P.S – Bowbazar, represented by MANOBAL MARKETING PRIVATE LIMITED through its Nominee & Designated Partner Kripali Mahato, son of Naro Mahato, having PAN – BPCPM3464G, having Adhaar – 671022474256, having DPIN- 06972678,

**63.SACHISH BUILDCON LLP**, a Limited Liability Partnership, having LLP Id No. - ABA-8057, having PAN- AEQFS7557C, having its registered office at 5, Chittaranjan Avenue 1st Floor, Kolkata Kolkata WB 700072 IN, P.O. - Princep Street, P.S – Bowbazar, represented by DEBONAIR VYAPAAR PVT. LTD. through its Nominee & Designated Partner Sohan Jha son of Mayanand Jha, having PAN – AJXPJ5695A, having Adhaar – 263492644121, having DPIN- 07298309,

**64.SACHISH PROPERTIES LLP**, a Limited Liability Partnership, having LLP Id No. - ABA-7844, having PAN- AEQFS7558P, having its registered office at 5, Chittaranjan Avenue 1st Floor, Kolkata Kolkata WB 700072 IN, P.O. - Princep Street, P.S – Bowbazar, represented by KOLKATA TRADECOMM PVT. LTD. through its Nominee & Designated Partner Dilip Kumar Dhandhanian, son of Late Satya Narayan Dhandhanian, having PAN – ADIPD1444J, having Adhaar – 701533716468, having DPIN - 00037919,

**65.SACHISH PROMOTERS LLP**, a Limited Liability Partnership, having LLP Id No. - ABA-8066, having PAN- AEQFS7556D, having its registered office at 5, Chittaranjan Avenue 1st Floor, Kolkata Kolkata WB 700072 IN, P.O. - Princep Street, P.S – Bowbazar, represented by CHANDRIMA VINIMAY PVT. LTD. through its Nominee & Designated Partner Sohan Jha son of Mayanand Jha, having PAN – AJXPJ5695A, having Adhaar – 263492644121, having DPIN - 07298309, **AND**

**66.DYUMANI PROPERTIES PVT. LTD.**, an existing company under the Companies Act, 2013, having CIN- U70200WB2010PTC144133, having PAN-AADCD4097N, having its registered office at 11, Crooked Lane, Ground Floor, Police Station - Hare Street, Post Office - Esplanade, Kolkata-700 069, represented through its authorized representative Shri Nand Kishore Roy, son of Biswanath Roy, having PAN – AOBPR8497M, having Adhaar – 762079477606, working for gain at 5, Chittaranjan Avenue, Kolkata : 700072,, All 1 to 66 being represented by its Constituted Attorney ..... (PAN.....), a Company/limited liability partnership incorporated under the provisions of the Companies Act,2013/Limited Liability Partnership Act, 2008, having its registered office at Premises No.

.....acting through its **Authorized Signatory**,  
....., (**PAN No.** ..... and **Aadhaar No.**  
.....), by nationality Indian, by caste Hindu, son of  
....., by occupation ....., residing  
at....., and ALL 1 TO 66 are collectively  
hereinafter referred to as the “**OWNERS**” (which expression shall unless excluded  
by or repugnant to the subject or context in so far the companies are concerned  
shall mean and include their respective successors, successors -in-interest and  
assigns, in so far as Limited Liability Partnerships are concerned shall mean and  
include their partners for the time being and such other person or persons who may  
be admitted as partners thereof and each of their respective heirs, executors,  
administrators, legal representatives and) of the **FIRST PART**.

**AND**

**KRISHNABHAKTA GRIHA NIRMAN PRIVATE LIMITED**, an existing company  
under the Companies Act, 2013, having CIN- U70200WB2010PTC144133, having  
PAN-AADCD4097N, having its office at No. 7, Chittaranjan Avenue, Kolkata  
700072, represented through its Authorised Signatory Mr. Gautam Sil son of Late  
A.C. Sil, having PAN – AQDPS4966L, having Adhaar – 343080011641, working for  
gain at 5, Chittaranjan Avenue, Kolkata-700072 and authorized vide resolution  
dated [\_\_\_\_\_], hereinafter referred to as the “**PROMOTER**”(which expression  
shall unless repugnant to the context or meaning thereof be deemed mean and  
include their respective successors, successors -in-interest and assigns) **of the  
SECOND PART**.

**AND**

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership Firm]

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

[OR]

[If the Allottee is an Individual]

**Mr./Ms. [ ]** (Aadhaar No[ ] son/ daughter of[ ], aged about[ ] years, residing at[ ], hereinafter called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns)**of the THIRD PART.**

[OR]

[If the Allottee is a HUF]

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

(Please insert details of other Allottee(s) in case of more than one Allottee)

The Owners, Promoter and the Allottee shall hereinafter collectively be referred to as the “**PARTIES**” and individually as a “**PARTY**”.

## **DEFINITIONS:**

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

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016;
- (b) “Rules” means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- (c) “Section” means a section of the Act/Rules;

## **WHEREAS:**

**A.** The Promoter has represented to the Allottee that:

- (i) The Owners are the absolute and lawful owners of the property more fully described in **Part – I of Schedule A** hereto which was purchased by the Owners from time to time (hereinafter referred to as “the Said **Larger Property**”)
- (ii) The particulars of Owners deriving their title of the Larger Property are more fully described in **Part – V of Schedule A** hereto (“**Title**”)
- (iii) By and under a Development Agreement dated 03.02.2023 made between the above-named owners No. 1 to 66 as Owners therein and the Promoter hereto as Developer therein and registered with the office of DSR III, South 24 Parganas, Kolkata in Book No. I, Volume No. 1603-2023, Pages 63174 to 63305, Being No. 160301823 for the year 2023, the Owners No. 1 to 66 in consultation with each other had jointly granted the exclusive right of development in respect of the said Larger Property including the said Land for construction of the Row House/Villa project (“**Project**”), in favour of the Promoter herein, which the Promoter had agreed to undertake for the consideration and on the terms and conditions contained therein. Pursuant to the said Development Agreement, a separate registered Power of Attorney dated 10<sup>th</sup> February, 2023 was also executed

accordingly by the Owners in favour of (1) Mr. Aditya Patodia and (2) Mr. Gautam Chakraborty, and was registered at the office of the DSR III, South 24 Parganas, in Book No. I, Volume No. 1603-2023, Pages 73319 to 73428, Being No. 160302361 for the year 2023.

- (iv) By a Boundary Declaration dated 06.08.2022, the Owners have declared that the physical area of the Larger Property is 6.17 acres (more or less)
- B.** For beneficial use and enjoyment by the Allottees including the Allottees of the Future Phase Lands(as defined hereinafter) the Larger Property has been divided and dedicated in the manner following:
- i. 4.87 acres (more or less) of land more fully described in **Part – II of Schedule A** hereto, forming part of the said Larger Property has been reserved and/or allocated to the Project (defined below) (“**the said Land/Project Land**”)
  - ii. 0.84 acres (more or less) of land more fully described in **Part – III of Schedule A** hereto, forming part of the said Larger Property has been reserved and/or allocated for **Club Meraki** (defined below).
  - iii. 0.46 acres (more or less) of land more fully described in **Part – IV of Schedule A** hereto, forming part of the said Larger Property has been reserved and/or allocated for **Future Phase Lands** (defined below)
- The said Land, Club Meraki and Future Phase Lands are shown in the Plan annexed hereto (Annexure A) and marked in Red, Blue, Green and Yellow respectively.**
- C.** The Said Land is earmarked for the purpose of plotted development of Row House/Villa project, comprising of 97 row houses/Villas, common areas and other facilities and the said project shall be known as ‘**Meraki**’ (“Project”).
- D.** The Promoter is fully competent to enter into this Agreement and all the

legal formalities with respect to the right and interest of the Promoter regarding the Project Land on which Project is to be constructed have been completed.

- E.** The Promoter vide approval dated 11.01.2023 vide Memo No. 35 sanctioned by Thakurpukur Maheshtala Panchayat Samity has been granted the commencement certificate to develop the Project.
- F.** The Promoter has obtained the final layout plan approvals for the Project from South 24 Parganas Zilla Parishad vide Plan No.-782/912/KMDA, Dated-02/01/2023 (hereinafter referred to as the said Plan and shall include all alterations and/or modifications made thereto from time to time and as may be permitted by the authorities concerned) and commenced construction of a residential project comprising of various row houses/Villas with open areas and other facilities to be constructed and altogether known as “**Meraki**” (“**Project**”). It being clarified that the said Plan has been sanctioned for the Larger Property. The Promoter agrees and undertakes that it shall not make any changes to the plans of the Project except in strict compliance with Section 14 of the Act and Section 9 (3) of the Rules and other laws as applicable.
- G.** The Allottee had applied to the Promoter for allotment of a Row House/Villa in the Project vide (“**Application**”, details provided in **Part V of Schedule B**) on the terms and conditions recorded therein, in pursuance whereof, the Promoter has provisionally allotted in favour of the Allottee (“**Allotment Letter**”), details provided in **Part VI of Schedule B**) ALL THAT the Ground + One storied row house/Villa (“**Row House/Villa**”) together with perpetual rights of exclusive balcony, exclusive terrace , exclusive open front yard (including car parking space) ,exclusive open back side lawn and exclusive rights of the land underneath the row house/Villa (hereinafter collectively referred to as the “**Said Unit**“, more fully and particularly described in **Part - I of Schedule B** hereunder written) with the tentative plan annexed hereto, marked as **Part II of Schedule B**; in accordance with the Specifications, marked as **Part III of Schedule B** hereto together with the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the

Project (hereinafter collectively referred to as the “**Common Areas**”, and more particularly described in **Schedule- D** hereto).

- H.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I.** At or before the execution of this Agreement, the Allottee confirm(s) that after having conducted and completed to his/her/their/its complete satisfaction independent due diligence and title verification in respect of the Said Land as also the compliance and/or non-compliance, if any, by the Promoter of all/any applicable law(s), notification(s), rule(s) etc., and after having carried out a physical inspection of the Said Land, and further after inspecting, examining and perusing all the title deeds pertaining inter alia to the Title, papers, documents etc. (including the various covenants, terms, conditions etc. respectively stipulated therein) related inter alia to the Said Land including but not limited to amongst others, the Specifications, approvals etc. for the Project, the deeds, papers, documents, details, schedules etc. referred to and/or specified under the Act and the Rules as also those referred to and/or described herein, each of which have from time to time been provided by the Promoter to the Allottee and the Allottee confirm(s) and acknowledge(s) receipt of the true copies thereof, which are in the custody and possession of the Allottee, and the Allottee having understood and/or having complete and due notice and knowledge of, and after fully satisfying himself/herself/themselves/itself, has/have accepted, without any reservation, each of the aforesaid including the right of the Promoter as stipulated in this Agreement, and inter alia:-
- i) the right, title and interest of the Promoter and the Owners to/over/in respect of the Said Land and to develop and deal with the Project intended to be constructed/developed on the Said Land;
  - ii) the Title;
  - iii) the nature, state, condition and measurement of the Said Land and the Project, as applicable, and the manner in which the same is/are

presently intended to be used;

- iv) the proposed location, lay out plan and the dimensions of each of the Said Unit;
- v) the Common Areas which are intended to form a part of the Project;
- vi) the exclusive balcony, exclusive terrace, exclusive open front yard (including car parking space), exclusive open backside lawn and exclusive rights of the land underneath the Row house/Villa shall not form part of Common Areas as per the provisions of the West Bengal Apartment Ownership Act, 1972 or as per the Act and Rules and shall be reserved for exclusive and perpetual use of the Allottee of the Row House/Villa.
- vii) the laws/notifications and rules applicable to the area where the Said Land is situated, in general, and the Project and similar projects, in particular;
- viii) the present estimated area of the Unit including the Carpet Area and Built-up area and the manner of calculation thereof;
- ix) the nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee, each to the satisfaction of the Promoter;
- x) the Specifications as also the measurements, dimensions, designs and drawings;
- xi) the state and condition in which the Said Unit if any are intended to be handed over to the Allottee subject to compliance by the Allottee of each of the stipulated terms to the satisfaction of the Promoter;
- xii) Further, the Promoter has acquired contracts and also is in negotiations to acquire contracts for development, transfer and administration in respect of several pieces or parcels of land directly or indirectly connected to Project Land. The said lands that are

contracted and may be contracted by the Promoter for development hereafter are hereinafter jointly or severally (as the context permits) referred to as "Future Phase Lands".

- xiii) The projects on the Future Phase Lands or any part thereof may, at the sole discretion of the Promoter, be integrated with the Project without affecting the entitlement of the Allottee as regards the Unit and in such event the Promoter shall intimate about the same to the Allottees accordingly and, the Promoter shall be further entitled to connect Future Phase Lands with the infrastructure such as access roads, passages, sewerage treatment plant, rain/storm water storage tank, pump room, electrical transformer etc. (Shared Infrastructure), notwithstanding any temporary disruption caused in the use and/or enjoyment of the Said Unit, and each of such further constructions in the Future Phase Lands shall absolutely belong to the Promoter who shall be entitled to deal with the same in such a manner as the Promoter may deem fit and proper, and the Allottee hereby agree(s) and undertake(s) not to do, execute or perform or permit the doing, execution or performance of any act, deed or thing which may prevent the Promoter from undertaking the construction of and/or dealing with or otherwise transferring the aforesaid, and the Allottee covenant(s) and undertake(s) not to object to the same on any ground whatsoever or to claim, demand etc. any compensation, damages etc.;
- xiv) the right of the Promoter to carry out, implement etc. any variations and/or additions and/or alterations and/or deletions and/or modifications and/or revisions to the Plan, the layout plans and the Common Areas subject to the terms of this Agreement and subject to compliance with the provisions of Section 14 of the Act and Section 9 (3) of the Rules and the Allottee hereby grant(s) and accord(s) his/her/their/its consent to the same;
- xv) The Promoter has informed and the Allottee(s) hereby confirms and acknowledges that the Promoter shall be constructing a residential Club known as Club Meraki on a separate land as shown in the plan annexed hereto. The said Club Meraki shall comprise of various

amenities as provided in “**Part-IV of Schedule B** herein”. The said Club Meraki shall belong to the Promoter and the same shall be available for use on the terms and conditions as mentioned in this Agreement and/or as may be directed/informed by the Promoter or the person designated by the Promoter. and the Allottee(s) shall not object to the same in any manner whatsoever. The Allottee(s) shall be entitled to use such Club Meraki, subject to the rules, regulations / guidelines framed by the Promoter and the Allottee is aware that the Club Meraki and Future Phase Lands shall not form part of the Declaration required under the West Bengal Apartment Ownership Act as and when Association in respect of the Project is being made. The Allottee(s) hereby confirms and acknowledges that the Club Meraki shall be managed/controlled by the Promoter and or its nominees. The Allottee nor the Association shall have or claim any manner or nature of right and/or title and/or interest to/over/in respect of any of the parts and portions of the Club Meraki and the Allottee covenant(s) and undertake(s) not to at any time claim, set up, make, raise etc. any manner/nature of claim, demand or action contrary to the aforesaid.

xvi) The Promoter has informed and the Allottee(s) hereby confirms and acknowledges that the Allottee shall have perpetual easements rights over the Shared Infrastructure in common with the Allottees of the Future Phase Lands.

and the Allottee further declare(s), confirm(s) and acknowledge(s) each of the following:

- a) that each of the terms, conditions, covenants, stipulations, restrictions, reservations and obligations recorded herein as well as the covenants running with the Said Land and/or the Said Unit and the manner and method of the use and enjoyment of the Said Unit including those stated herein, have been arrived at after mutual discussions and negotiations between/amongst the Parties hereto, each of which have been accepted and voluntarily agreed to by the Allottee (without any coercion and/or influence), none of which can be treated as and/or considered to be

oppressive or one-sided or unfair or heavily leaned in favour of the Promoter and/or as imposition of unfair conditions, as each has been formulated/stipulated bearing in mind the nature of the Project which would, inter alia, protect the rights of and/or ensure to the benefit of the Allottee, and therefore are fair and reasonable;

- b) that the Allottee has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Allottee;
- c) that the Allottee has entered into this Agreement after taking into account/ consideration several factors, and thus the quantum of the Total Price, the Deposits, Extra Charges and all other amounts, charges, costs, deposits, expenses, taxes etc. as stipulated in this Agreement and agreed to be paid by the Allottee, are fair and just;
- d) that upon signing this Agreement, no conditions, stipulations, representations, guarantees, warranties etc. have been made by and/or on behalf of the Promoter other than those if any specifically set forth herein;
- e) that the Promoter has provided all the information and clarifications as required by and/or requested for from time to time, and the Allottee is/are fully satisfied with the same, and the Allottee further acknowledge(s) and confirm(s) that the Allottee has/have carefully read the terms, conditions and stipulations contained/recorded in this Agreement and understood the obligations and limitations of the Promoter as set forth herein, as also the obligations and liabilities of the Allottee, and has/have relied on his/ her/their/its own judgment and investigation while deciding to apply to the Promoter for granting the rights and/or permissions (of the specific nature specified herein) in respect of the Said Unit, if any, and to execute this Agreement (which is final in all respects), and the Allottee undertakes(s) and covenant(s) to faithfully abide by each of the

terms and conditions of this Agreement;

- f) that in view of the Allottee having agreed to make timely payment of and/or to timely deposit the various amounts including those stipulated herein, and having further undertaken and covenanted to faithfully abide by and comply with and perform and observe each of the terms and conditions stipulated herein, the Promoter has blocked for the Allottee the Said Unit; and the Allottee hereby and hereunder undertake(s) and covenant(s) not to make or raise any objection or claim or requisition inter alia in respect of any of the aforesaid, or to make or raise or set up or initiate any claim or demand or action contrary to the aforesaid on any ground whatsoever or howsoever. The Parties hereby confirm that they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Land and/or the Project.
  - g) The Allottee(s) agree(s) and understand(s) that all the standard fitting, interiors, furniture, kitchenette and fixtures provided and dimension of the show/model residential Unit exhibited at the site or any representative images used in different marketing collaterals only provides a representative idea and the actual Unit agreed to be constructed will be as per specifications mentioned in this agreement in **Part III** of the **Schedule - B** and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee(s) shall not be entitled to raise any claim for such variation.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K. 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.

- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to grant its right title and interest in the Said Unit and the Allottee hereby agrees to take purchase of the Said Unit as specified in paragraph H of the recitals.

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

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee, and the Allottee hereby agrees to purchase on the Said Unit all as specified in Recital H hereinabove;
- 1.2 The **Total Price** for the Said Unit (based on the Carpet Area of the Villa/Row House) comprises of the following:
  - a. A mutually agreed composite price as detailed in Part-I of Schedule C (**"Unit Price"**)
  - b. The applicable Taxes payable on the Unit Price as determined from time to time (**"Unit Taxes"**)
  - c. The **Extra Charges** as detailed as detailed in Part-I of Schedule C.
  - d. The applicable Taxes payable on the Extra Charges as determined from time to time (**"Extra Charges Taxes"**).
  - e. The **Deposits** as detailed as detailed in Part-I of Schedule C
  - f. The applicable Taxes, if any, payable on the Deposits as determined from time to time (**"Deposit Taxes"**)

For the sake of brevity, the term “**Total Price**” shall include **Unit Price, Plot & CP Taxes, Extra Charges, Extra Charges Taxes, Deposits.**

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, cess or any other similar taxes which may be levied in connection with the construction of the Project and payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Said Unit to the Allottee. Provided that, in case there is any change/modification in the taxes or any new applicable taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification;
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified in **Schedule-C, Part II**. 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 in respect of the Said Unit includes recovery of consideration of the Villa, construction of not only the Villa but also the Common Areas, Common Facilities, internal development charges, external development charges, taxes, cost of providing in the Bungalow electrical connectivity, waterline and plumbing, drainage, sewerage, sanitation system, , installation of street lighting and organized open space, if any, including land scaping in the common areas of the Project,

maintenance charges for 12 months and includes cost of all other facilities and amenities, if any, to be provided in the Said Unit and the Project and also the Documentation Charges and any other charges/ deposits etc. more particularly mentioned in Clause 1.2 hereinabove.

- (v) The Maintenance Charges although forming part of the Total Price of the Said Unit, shall be collected by the Promoter solely for the purpose of upkeep, security, management and maintenance of the Common Areas mentioned in **Schedule-“D”** hereunder and all other installations thereat intended for common use, and providing and maintaining the essential services, on reasonable charges, through a maintenance company created by the Promoter (“Maintenance Company”) till the taking over of the maintenance of the same by the Association, in terms of this Agreement. Simultaneously with the taking over of the maintenance of the Common Areas by the Association, the Promoter shall handover the prorated period based unused Maintenance Charges, to the Association, subject to appropriate deductions as provided under this Agreement and accounted thereof;

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 and taxes, which may be levied or imposed by Competent Authority or any other authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges/taxes 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.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Part II of Schedule- ‘C’**(hereinafter referred to as the **“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 at such rate as may be decided by the Promoter and agreed by the Allottee at the rate of **5% [Five]** percent per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 Except as disclosed to the Allottee in this Agreement, it is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans (which shall be in conformity with the advertisement, prospectus etc. on the basis of which the sale is effected) in respect of the Said Unit or the Project, as the case may be, without the previous written consent of the Allottee as per provisions of the Act.

Provided that the Promoter may, at its sole discretion, against extra costs payable by the Allottee make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Villa/Row House are complete and the Occupancy/Completion 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 any reduction in the Carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of

this Agreement or if no rate is specified then on pro rate basis.

- 1.8 Subject to clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the said Unit as mentioned below:
- (i) The Allottee shall have exclusive ownership of the ALL THAT the Ground + One storied row house/Villa (**“Row House/Villa”**) together with perpetual rights of exclusive balcony, exclusive terrace , exclusive open front yard (including car parking space) ,exclusive open backsidelawn and exclusive rights of the land underneath the Row House/Villa.
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. Since the share or interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with Promoter, other allottees, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect including the House Rules. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act.
  - (iii) That the computation of the Total Price in respect of the Said Unit includes recovery of consideration of the Unit, construction of the Common Areas, internal development charges, if any, external development charges, taxes, cost of providing up to the Villa the electrical connectivity, water line and plumbing, drainage, sewerage, sanitation system, installation of street lights, organized open space, if any, including landscaping in the Common Areas of the Project, maintenance charges for 12 months and includes cost of all other facilities and amenities, if any, provided within the Villa and the Project and any other charges / deposits etc. more

particularly mentioned in Clause 1.2 above.

- 1.9 Unless stated otherwise, it is agreed that the Project is an independent, self-contained Project on 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 and as disclosed to the Allottee as per Recital I.
- 1.10 It is understood by the Allottee that the Club Meraki, Shared Infrastructure and Future Phase Lands shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Said Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from all Allottees or any liability, mortgage loan and interest thereon before transferring the said Unit, the Promoter agrees to be liable, even after the transfer of the said Unit, 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.
- 1.12 The Allottee has paid a sum equivalent to 10% of the Unit Price plus applicable taxes as booking amount (**Booking Amount**) being part payment towards the Total Price of the Said Unit on or before the execution of this agreement, the receipt to which the Promoter here by acknowledges and the Allottee hereby agrees to pay the balance of the Total Price of the Said Unit as prescribed in the Payment Plan mentioned in **Part II of Schedule-C** 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/she/it shall be liable to pay interest at the rate specified in the Rules.]

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

Subject to the terms of this Agreement and Promoter abiding by the construction mile stones, the Allottee shall make all payments, on a written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan described in Part II of Schedule-C through A/c Payee cheque/ demand draft or online payment (as applicable) in favour of “**KRISHNABHAKTA GRIHA NIRMAN PRIVATE LIMITED-MERAKI-COLLECTION ACCOUNT**” payable at Kolkata. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The issuance of such intimation by email or on any other digital platform at the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s)/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the 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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India

or any other applicable law. The Allottee understands and agrees that in the event of any failure on its/his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, it/he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 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 the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the 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/it under any head(s) of dues against lawful outstanding of the Allottee against the Said Unit, if any, in his/her/its name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration including extension, if any, of the Project with the Authority and towards handing over the Said Unit to the Allottee and the Common Areas to the Association, as the case may be, after receiving the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project subject to formation of the

Association and unless prevented by circumstances beyond its control and/or by any Force Majeure event(s). Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C (**“Payment Plan”**).

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

- (i) The Allottee has seen the proposed layout plan of the Said Unit and proposed, specifications, amenities and facilities in respect of the Villa and accepted the payment plan and the specifications, amenities and facilities which have been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said lay-out plan, floor plan, specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plan and shall not have an option to make any variation/alteration/modification in the plans of Project, other than in the manner provided under the Act and the Rules, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE SAID UNIT:**

- 7.1** **Schedule for possession of the Said Unit:** The Promoter agrees and understands that timely delivery of the possession of the Said Unit to the Allottee along with ready and complete the Common Areas of the Project is the essence of the Agreement. The Promoter assures to hand over possession of the Said Unit along with ready and complete Common Areas, if any, of the Project on or before 31<sup>st</sup> March 2027 , unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting regular development of the Project (“Force Majeure”). If, however, the completion of the Project is delayed due to the Force Majeure

conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for the delivery of possession of the Said 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 become impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from allotment within 45 (forty-five) days from that date. The Promoter shall intimate the Allottee about such termination at least thirty (30) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its liabilities under this Agreement. It is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

## 7.2

**Procedure for taking possession:** The Promoter upon obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project and subject to the Allottee not being in breach of any of his/her/their/its obligations under this Agreement, shall offer in writing the possession of the Said Unit to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such certificate (**Possession Notice**). Each party agrees and undertakes to indemnify the other party in case of failure of fulfillment of any of the provisions, formalities, documentation pertaining to the aforesaid. The Allottee agrees(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Company, as the case may be, from the date of issuance of the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project.

**7.3 Failure of Allottee to take possession of the Said Unit:** Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Said 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 Said Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in Clause 7.2 and all other outgoings as mentioned in this Agreement from such date as mentioned in the Possession Notice (**Deemed Possession**).

**7.4 Possession by the Allottee:** After obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project and handing over physical possession of the Said Unit to the Allottee, it shall be the responsibility of the Promoter to hand over necessary documents and plans, including Common Areas to the Association of allottees or the competent authority, as the case may be, as per the local laws:

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

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, then subject to terms mentioned below, the Allottee shall serve 45 (forty five) days' notice in writing on the Promoter and on expiry of the said period the allotment shall stand cancelled and the Promoter herein is entitled to forfeit the booking amount paid for the allotment along with all

interest liabilities of the Allottee (in terms of Sec.19(6) and (7) of the Act) accrued till the date of such cancellation at such rate of interest that may be prescribed by the Authority from time to time (which rate applicable on the date of these presents is–SBI (1yearMCLR)+2%) (“**Cancellation Charges**”) and the applicable G.S.T. payable on such Cancellation Charges. The balance amount of money, if any, paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation. It is further clarified that all amounts and/or payable as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

## **7.6**

**Compensation:** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee, in the manner as provided under the Act and the claim of interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 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 Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Said Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45(forty-five) days of it becoming due. It is clarified that all amounts collected and/or payable as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities

concerned for refund of such GST.

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

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

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

- (i) The Owners have marketable title with respect to the Land; and Promoter has requisite rights to carry out development upon the Land and absolute, actual physical and legal possession of the Land for developing the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Land and the Project;
- (iv) There are no litigations pending before any Court of law with respect to the Land or the Said Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project and the Said Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and the Said Unit and the Common Areas, if any;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee agreed to be created herein, may prejudicially be affected;
- (vii) Save and the except the agreement between the Owners and the Promoter, the Owners/Promoter have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Land and the Said Unit which will, in any manner, affect the

- rights of Allottee under this Agreement
- (viii) The Owners/Promoter confirms that the Owners/Promoter are not restricted in any manner whatsoever from selling the Said Unit to the Allottee in the manner contemplated in this Agreement;
  - (ix) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Unit to the Allottee and the Common Areas, Amenities and Facilities of the Project to the Association of allottees or the competent authority, as the case may be, after the completion of the Project;
  - (x) The Land is not the subject of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land.
  - (xi) The Owners/Promoter has duly paid and shall continue to pay and discharge all Government dues, rates, charges and taxes and other moneys, levies, impositions, damages and/or penalties and other outgoings whatsoever payable with respect to the Project to the Authority till Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project has been issued and the possession of the Villa along with the Common Area, (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of the Allottees or the competent authority, as the case may be.
  - (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification has been received by or served upon the Owners/Promoter in respect of the Land and/or the Project.
  - (xiii) That the Property is not a Wakf Property

## **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 hand over possession of the Said Unit to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the

time of registration of the Project with the Authority. For the purpose of this Clause, 'ready to hand over possession' shall mean that the Villa shall be in a habitable condition which is complete in all respects;

- ii. Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made there under.

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

- i. Stop making further payments linked to construction milestones to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked; or
- ii. The Allottee shall have the option of terminating this Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the Total Price of the Said Unit along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice.

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

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

9.3 The Allottee shall be considered under a condition of Default, on the

occurrence of the following events:

- i. In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount as the rate prescribed in the Rules;
- 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 Said Unit in favour of the Allottee by issuance of a letter of cancellation and refund the money paid to it by the Allottee by deducting the booking amount and the interest liabilities and applicable statutory taxes, if any, this Agreement shall there upon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least 30(thirty) days prior to such termination. The Allottee shall cease to have any right title interest whatsoever in the Said Unit or Land or Project on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottee, as the case may be

Without prejudice to the above, it being further agreed and the the Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Said Unit (and this Agreement) in terms of this Agreement by the Promoter or the Allottee, as the case may be, the Promoter shall be at liberty to act as the constituted attorney of the Allottee and execute, present or registration and register unilaterally a deed of cancellation, if required by the Promoter.

- 9.4 Notwithstanding any contrary provisions, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be made of any amount paid by the Allottee on account of Taxes and/or stamp duty and registration charges incurred by the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

9.5 Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

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

The Promoter, on receipt of Total Price of the Said Unit as mentioned in 1.2 above from the Allottee, and on execution and registration of Deed of Conveyance, the Developer will transfer to the Allottee the possession, right, title and interest and convey the title of the Said Villa, if any with perpetual rights of exclusive balcony, exclusive terrace, exclusive open front yard (including car parking), exclusive open backside lawn and exclusive rights of the land underneath the row house/Villa and irrevocable right to use the Common Areas within 3 months from the date of issuance of Occupancy Certificate or Completion Certificate or such other certificate by whatever name called issued by the competent authority under the Act for the Project, to the Allottee:

However, in case the Allottee fails to deposit the stamp duty and registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to with hold registration of the Deed of Conveyance in his/her favour till payment the stamp duty and registration charges to the Promoter is made by the Allottee. The allottee shall be solely responsible and liable to compliance of the provision of India Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority

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

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

11.1 The Promoter shall be responsible to provide and maintain through the Maintenance Company or by itself, the essential services of the Project till the taking over of the maintenance of the Project by the Association. The cost of such maintenance for 12 months would be paid by the Allottee. Further, such deposit

shall be refunded on quarterly basis after receipt of upto date maintenance charges from the Allottees. Apart from the same, the Allottees undertake to make necessary monthly payments of maintenance charges as and when demanded by the Promoter. However, the Allottees undertake to make necessary payments over and above such advance maintenance charges, if necessary, for such maintenance as fixed by the Promoter at actuals; on the basis that the Association shall be formed within a period of 12 months from the date of Completion Certificate for the Project. The Promoter for providing the maintenance services of the project will be entitled to the administrative charges of 10% of maintenance expenses/charge. 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 the charges for such maintenance as fixed by the Promoter at actuals.

The Allottee shall deposit or keep deposited with the promoter as and by way of sinking fund a sum of Rs. 77,500/- (Rupees Seventy Seven Thousand Five Hundred) only, to be paid at the time of Possession. The deposit paid to the promoter shall be held by the promoter as interest free security deposit and unless any amount out of the same is adjusted due to non-payment of the taxes and outgoings payable by the allottee, the same or the unadjusted portion thereof shall be transferred to the association by the promoter.

11.2 Clauses in relation to maintenance of Project, infrastructure and equipment:  
Maintenance In-charge:

- 11.2.1 **Association:** The Promoter shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 (**“Association”**) by the allottees of the Units in the Project and the Allottee hereby agrees to become a member of the Association and to sign, execute and register all documents required for formation of the Association and for its running and administration. The Promoter shall appoint consultants having knowledge in formation of Association and the Allottee agrees to do all acts, deeds and things as may be required by such consultant within the stipulated times and to pay the proportionate costs of formation and operationalization of the Association.

- 11.2.2 **Maintenance Agency:** The Promoter shall appoint one or more agencies or persons ("**Maintenance Agency/Company**") to look after the acts relating to the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas and facilities, amenities and Specifications, rendition of common services in common to the Co-owners and collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common ("**Common Purposes**") on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day to day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Allottee.
- 11.2.3 **Maintenance In-charge :** Upon formation of the Association and its taking charge of the acts relating to the Common Purposes, the Association and until then mean the Promoter or any Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge ("Maintenance In-charge")

### **11.3 Common Areas Related:**

- 11.3.1 The Project shall also contain certain Common Areas as specified in **SCHEDULE D** hereto which the Allottee shall have the right to use in common with the Owner, the Promoter and other owners/allottees of the Project and other persons permitted by the Promoter.
- 11.3.2 Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Unit or the Project shall be claimed to be part of the Common Areas by the Allottee either independently or in common with any other Co-owner.
- 11.3.3 Upon construction of the Unit at the Land, the Promoter shall finally

identify and demarcate portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified shall form part of the Common Areas.

- 11.3.4 The Owner/Promoter would provide right to use in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires transfer of Common Areas in favour of the Association, then such transfer shall be carried out in favour of the Association, to which the Allottee hereby agrees. If the formation of the Association does not take place prior to the agreed and/or prescribed date for execution or Conveyance Deed in respect of the Said Unit in favour of the Allottee, then the transfer of the share in the Common Areas may be completed in favour the Association as and when formed and any related documentation and acts deeds and things shall be done by the Allottee and/or the Association and all stamp duty and other taxes, charges or costs to implement such transactions shall be borne and paid by the Allottee proportionately and/or the Association.

#### **11.4 Unit Related:**

- 11.4.1 **Fittings & Fixtures:** Except those provided by the Promoter, all fit-outs to be put- up, erected and installed at or inside the Villa including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fit-out works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire Safety laws and rules and others and with minimum noise and without causing any disturbance or annoyance to the other co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fit-out works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, ceiling and walls of the Villa. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to

breach or default on the part of the Allottee while carrying out any fit-out or other activity.

- 11.4.2 **No Construction:** The Allottee shall not be entitled to construct any structures in the exclusive open front yard and the backside lawn of the said Villa. The Allottee hereby agrees and undertakes that the Allottee would maintain the greenery provided by the Promoter and shall do any construction over the green space since the same is mandatorily required to be kept as virgin green as per the applicable laws and any failure in this regard shall be treated as material breach and will entitle the Promoter to restore the same as virgin green at the cost of the Allottee. The Allottee hereby further undertakes to abide by the same and also agrees not to change the façade of the Villa. The said restrictions have also been imposed to maintain looks and aesthetics of the Project and breach of it shall be considered as a material breach.
- 11.4.3 **Transfers by Allottee:** The Allottee may only after a period of 12 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to 2% of Unit Price plus applicable Taxes or at which the said Villa is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his/her/their/its place and stead in the records of the Promoter as the Buyer of the said Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall henceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @2% (two percent) mentioned in this clause in respect of the said Unit paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded

from the Owners or the Promoter or to which the Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of 12 months from the date of execution hereof nor to let out, sell, transfer or part with possession of the said Apartment at any time until all the amounts, charges, outgoings and dues payable by the Allottee to the Promoter in respect of the said Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

#### 11.4.4 **Area Calculations:**

- a. **Carpet Area of Villa:** The carpet area for the Villa or any other Villa shall mean the net usable floor area of such Villa, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Villa.
- b. **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Villa.
- c. **Built-up Area:** The built-up area for the Villa or any other Villa shall mean the Carpet Area of such Villa and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Villa /Balcony and any other Villa /Balcony and the niches/cupboard, elevation, treatment and the area covered by all other external walls of the such Villa /Balcony.

#### 11.5 **Future Expansion Related:**

- 11.5.1 The Allottee accepts, acknowledges and confirms that the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project.

11.5.2 The Promoter may make further additions and alterations to the Building Plans without affecting the Said Villa or reducing the amenities and facilities mentioned in **SCHEDULE D**. The Promoter shall take any further consent, if required, from the Allottee at the appropriate time if and to the extent required under the Act.

11.5.3 The Allottee accepts and confirms that in case of integration of any part of any Future Phase Lands, the calculation of proportionate share shall vary but the Total Price or Taxes or Extra Charges or Deposits payable by the Allottee hereunder shall not vary thereby.

#### 11.6 **Club Meraki:**

11.6.1 **Users:** The Allottee shall have the right to use Club Meraki in common with the Owner, the Promoter and other Allottees of the Project and the projects that may be developed on Future Phase Lands or any part thereof, as the Promoter may in its sole discretion decide from time to time, and other persons permitted by the Promoter. The Allottee hereby unconditionally accepts the proposed usage of the Club Meraki in common by the allottees of the Project as well as by the owners and occupiers of the projects to be constructed on the Future Phase Lands or any of them, as the Promoter may in its absolute discretion decide and to the other stipulations, terms and conditions as also contained in clause I above with regard to the Club Meraki and shall not, under any circumstances, raise any objection or hindrance to such common use.

11.6.2 **Naming:** The name 'Club Meraki' may be changed by the Promoter at any time and upon such change the expression "Club Meraki" wherever used in this agreement shall mean and refer to the changed name.

11.6.3 **Facilities:** The conveniences, amenities and facilities of the Club Meraki shall be decided by the Promoter and the same shall be final and binding on the Allottee. A list of the proposed facilities, as per current planning, of the Club Meraki has been provided PART-V of Schedule B hereto. However, notwithstanding anything contained in PART-V of the Schedule B hereto, the Allottee accepts and confirms that the Promoter shall have the sole right

and discretion in planning the details and facilities of the Club Meraki and the same may also from time to time be varied at the sole discretion of the Promoter.

11.6.4 **Club Meraki Costs:** All costs and expenses for and relating to the Club Meraki (including the cost of the Club Manager, the management, maintenance, administration, repair, replacement, upkeep of all areas, equipments and utilities thereat and the cost of the professionals, employees and other persons appointed or engaged, the costs of rendition of security, services, amenities and facilities, taxes and overheads and all other fees, costs, charges and expenses connected therewith) shall be borne and paid by the allottees of the Project and allottees of those projects in the Future Phase Lands (or any part thereof) as may be granted membership in the Club Meraki by the Promoter. It is clarified that the liability of the allottees of the projects in Future Phase Lands shall commence only from the date when the membership of the Club Meraki is granted to them.

11.6.5 **Membership Obligation of Allottee:** Membership of the Club Meraki shall be mandatory and compulsory for the allottees of the Project. The Membership shall in case of joint allottees be given to only one amongst them as they may nominate and if such nomination is not made then the first named Allottee shall be the member of the Club Meraki. The Allottee further accepts and confirms that (i) membership of the Club Meraki shall only be for the allottees of the residential apartments, (ii) each apartment shall be entitled to one 1(one) membership only irrespective of the number of allottees of such apartment, (iii) membership shall be only for individuals (i.e. no corporate membership) and if the Allottee is a body corporate or an organization or entity, it concerned apartment for being admitted to membership of the Club Meraki, (iv) the Club Meraki can be used by the member and his/her immediate family i.e. **spouse and children** (v) in the event of sale or transfer of the said Unit, the membership of the transferor Allottee will automatically stand transferred in favour of such transferee at the then applicable Club Rules with cessation of membership or right of use of the transferor Allottee and (vi) if the Allottee let out his/her apartment, he/she may request for a temporary suspension of his/her usage right of the Club Meraki and permission for usage of the Club Meraki by the tenant under his/her membership. The Allottee agrees and confirms that the

membership of the Club Meraki shall under no circumstances be separately conveyed.

11.6.6 **Administration of the Club Meraki:** The Allottee agrees and confirms that the Club Meraki (at the sole discretion of the Promoter) shall be initially managed and operated by the Promoter either by itself or through its nominee for such period the Promoter shall think proper. The Promoter herein shall appoint on such terms and conditions as the Promoter may deem fit and proper one or more person or agency ("Club Manager") for the management and administration of the Club Meraki and rendition of the facilities therein to the users thereof, appointment/engagement of professionals and other persons therefor and setting out the rules and charges of use. The Club Manager may or may not be the Maintenance Agency and the cost of such Club Manager shall be part of the costs and expenses of running, management and administration of the Club Meraki. The Association and the associations of allottees on Future Phase Lands who are given membership rights by the Promoter in the Club Meraki shall jointly be given the responsibilities in respect of the Club Meraki at such time and on such terms and conditions as the Promoter may deem fit and proper.

11.6.7 **Membership Fee and Annual Subscription & Other Charges:** The Allottee agrees and confirms that:

- (a) The Allottee shall pay to the Promoter, a non-refundable one-time membership fee as provided in Schdeule C hereto for providing membership to the Club Meraki.
- (b) The Allottee shall have to pay a fixed annual subscription for membership of the Club Meraki, which shall be determined by the Promoter at the time of opening of the Club Meraki and the same at the sole discretion of the Promoter shall be in addition to the Maintenance Charges and proportionate Common Expenses payable by the Promoter.
- (c) The Allottee shall be required to pay month by month and every month the additional charges as may be fixed by the Promoter/Club Manager/Associations for and on account of the facilities, which would be made available at the Club Meraki for use of the same by the members on "Pay and Use" basis.

11.6.8 **Further and Fuller Terms:** Only the basic preliminary terms and conditions pertaining to the membership and rules governing the Club Meraki are recorded in this Agreement. The Allottee understands and accepts that detailed terms and conditions of membership as also the various charges and rules and regulations governing use of the Club Meraki and its facilities will be formulated by the Promoter in due course and circulated to members before the Club Meraki is made operational. The Allottee agrees and accepts to abide by the same.

11.7 **HOUSE RULES:** The ownership and enjoyment of the Said Villa and the Common Areas by the Allottee shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules below ("**House Rules**") which the Allottee shall be obliged and responsible to comply with strictly:

11.7.1 to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.

11.7.2 to use the Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Villa or any activity which may cause nuisance or annoyance to the Co-owners.

11.7.3 Without prejudice to the generality of the foregoing, not to use the Villa or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.

11.7.4 Not to put up or affix any nameplate or letter box or neon-sign or sign board or other similar things or articles in the common areas or on the outside wall of the Villa or Row House or anywhere in the Project

**PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Villa. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Villa save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Villa.

- 11.7.5 Not to partition or sub-divide the Villa nor to commit or permit to be committed any form of alteration or changes in the Villa or in the beams, columns, pillars of the Villas at the Project passing through the Villa or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Villas in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Villas at the Project or any part thereof.
- 11.7.6 not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 11.7.7 not to install or keep or operate any generator in the Unit or in any other common areas of the Unit at the Project or the said Land save the battery operated inverter inside the Villa.
- 11.7.8 to maintain at his own costs, the Unit, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, local municipal Authority, Panchayat Samiti, WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Unit as well as the user operation and maintenance of lifts, generators, tube- well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- 11.7.9 not to sub-divide the Unit under any circumstances nor to make any additional construction on the said Lawn of the said Unit.

- 11.7.10 not use or permit to be used the Unit or the Common Areas, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the Project and/or the neighboring properties and not to make or permit to be made any disturbance or to do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the said Project.
- 11.7.11 not carry on or cause to be carried on any obnoxious or injurious activity in or through the Villa and the Common Areas.
- 11.7.12 not to keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.
- 11.7.13 to apply for and obtain at his own costs separate assessment and mutation of the Unit in the records of appropriate authority within 06 (six) months from the date of possession.
- 11.7.14 not to alter the outer elevation or façade or colour scheme of the Villa at the Project (including grills, verandahs, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid.
- 11.7.15 not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- 11.7.16 not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 11.7.17 to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Unit at all reasonable times for construction and completion of the Villas at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Villa

within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;

- 11.7.18 to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Villa free from all hazards relating to fire.
- 11.7.19 to keep the Unit and partition walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Villas at the Project and not to do or cause to be done anything in or around the Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Villa.
- 11.7.20 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.
- 11.7.21 not to obstruct the common pathways and passages or use the same for any purpose other than for ingress to and egress from the Unit.
- 11.7.22 not violate any of the rules and/or regulations laid down by the Maintenance In- charge for use of the Common Areas, Shared Common Areas and Shared Common Infrastructure
- 11.7.23 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 therefore.
- 11.7.24 not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on the Unit at the Project or may cause any increase in the premia payable in respect thereof.
- 11.7.25 not to commit or permit to be committed any alteration or changes in, or draw from outside the Row Houses at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Villa and any

other Villa in or portion of the Project.

- 11.7.26 to use the Common Areas only to the extent required for ingress to and egress from the Unit of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Promoter and all other persons entitled thereto.
- 11.7.27 to use of the Common Areas with due care and caution and not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas by the Allottee or his family members or any other person.
- 11.7.28 not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- 11.7.29 not to claim any access or user of any other portion of the Project except the Said Villas and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 11.7.30 not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/ garden etc.
- 11.7.31 no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- 11.7.32 keep the Common Areas, open spaces, parking areas, paths, passages, etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be

deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.

11.7.33 not to change/alter/modify the name of the Project and/or any of the Unit therein from those mentioned in this Agreement.

11.7.34 The Allottee agree, declare and confirm that the right, title and interest of the Allottee is and shall be confined only to the Villa and the other components of the Said Unit and that the Promoter shall at all times be entitled to deal with and dispose of all other units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

**11.8 Taxes and Outgoings:** The Allottee binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings (**"Taxes and Outgoings"**):-

- a. Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Unit and/or any component related to the said Villa directly to the local Panchayet, Municipal Authority, BLLRO and any other appropriate authority Provided That so long as the same is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
- b. All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or any component thereof or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the said Villa and proportionately in case the same relates to the Villas or the said Land or any part thereof.
- c. Electricity charges for electricity consumed in or relating to the Villa.

- d. Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Unit against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Unit or any part thereof, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
  - e. Proportionate share of all Common Expenses to the Maintenance In-charge/Maintenance Agency from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, Maintenance charges as demanded by the Promoter Or on actual whichever is higher. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In Charge at its sole and absolute discretion after taking into consideration the common services provided.
  - f. Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
  - g. Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Allottee as per prevalent rates.
  - h. All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 11.8.1 All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for the Apartment Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same

accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.

- 11.8.2 The maintenance charges does not include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance In-Charge from time to time. Furthermore, the maintenance charges and all such payments shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.
- 11.8.3 The liability of the Allottee to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Liability Commencement Date.
- 11.8.4 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Allottee to pay interest as aforesaid, in case the failure and/or default in any payment by the Allottee for two months then until such payment with applicable interest, the Allottee and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and amenities and the Maintenance- in-charge shall be entitled to withhold and stop all utilities and facilities (including electricity, generators, water, etc.,) to the Allottee and his employees guests agents tenants or licences and/or the said Villa. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Allottee in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.

- 11.8.5 The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfilment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee
- 11.8.6 **Liability Commencement Date:** In case the Promoter issues notice to the Allottee to take possession of the Villa and the Allottee fails to pay the entire dues of the Allottee within the time stipulated in the notice or is in default in compliance of any of his other obligations hereunder, then notwithstanding the fact that the Promoter shall withhold possession of the Villa on account of such failure or default of the Allottee, the Allottee's liability to pay the Taxes and Outgoings in respect of the said Villa shall commence on the date of expiry of the time stipulated in the notice as aforesaid ("**Liability Commencement Date**"). Furthermore, with effect from the Liability Commencement Date and until the Allottee pays all its dues towards the Promoter and the said Villa and remedies the concerned default and takes physical possession of the Villa, the Allottee shall be liable for all consequences [of failure of compliance of House Rules and shall also be liable to pay to the Promoter a predetermined sum calculated @Rs.5000/- per month towards withholding charges.
- 11.8.7 Common Expenses shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Row Houses (except the Villas therein), and the Common Areas and for all other Common Purposes
- 11.9 **Acknowledgments, Exceptions Reservations and Indemnities:** The Allottee doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter under clause I above and

under the other provisions of this Agreement fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Allottee doth hereby authorize, allow and permit the Promoter to avail and/or exercise all or any of rights and authorities envisaged under clause I above and/or the following rights and authorities at any time and from time to time hereafter:-

- 11.9.1 The Allottee has agreed that for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas without changing the layout, specification and carpet area of the Unit as may be necessary due to architectural and structural reason on recommendation of the Architect. The Allottee unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.
- 11.9.2 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 Row Houses/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.

## **12 DEFECT LIABILITY:**

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

Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that the Promoter shall hand over the possession of the Villa on completion of the Project to the Allottee by way of issuance of a letter (“**Letter of Handover**”) which shall at all times be construed as an integral part of this Agreement.

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

**13 RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIE SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

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

**14 RIGHT TO ENTER THE SAID UNIT FOR REPAIRS:**

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

**15 USAGE:**

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

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

- 16.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost and shall not do or suffer to be done anything in or to the Unit, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Villa and keep the Villa, its demarcation provisions of sewers, drains, pipes, electricity supply, waste management and any other appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. is not in any way damaged or jeopardized.
- 16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign- board/name-plate, neon light, publicity material or advertisement material etc. on the face / façade of the Row Houses or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Villa or place any heavy material in the common passages or staircase of the Row Houses/Project.
- 16.3 The Allottee shall also not remove any wall, including the outer and load bearing wall of the Villa, the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association, as the case may be. The Allottee shall be responsible for any loss or damages arising out of breach of any of the

aforesaid conditions.

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

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

**18 ADDITIONAL CONSTRUCTION:**

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 has been approved by the competent authority(ies) and disclosed, except for as provided elsewhere in the Agreement and/or in the Act.

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

- 19.1 After the Promoter executes this Agreement, they shall not mortgage or create a charge on the Said Unit, and, if any, such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Villa.
- 19.2 However the promoter shall be entitled to securitize the Total price and other amounts, respectively, payable by the Allottee under this agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to sell and assign to any person or institution the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement,

in the manner as intimated.

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

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 and the Rules made there under and that the Project in its entirety is in accordance with the applicable laws as applicable in the State of West Bengal to the extent applicable and within the knowledge of the Promoter.

**21 BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter do not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar, West Bengal as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection there with including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**22 ENTIRE AGREEMENT:**

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

**23 RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed by and between the parties here to that all the provisions contained herein and the obligations arising hereunder in respect of the Said Unit and the Project shall equally be applicable to and enforceable against any subsequent Allottee/s, in case of a transfer, the said obligations go along with the Said 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 **Schedule-C** including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the 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 Promoter to enforce at any time or for any period of time the provisions here of shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**26 SEVERABILITY:**

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

and enforceable as applicable at the time of execution of this Agreement.

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

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

**28 FURTHERASSURANCES:**

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

**29 PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through their authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. 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 concerned Registration Authorities. Hence this Agreement shall be deemed to have been executed at Kolkata

**30 NOTICES:**

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

addresses as mentioned in this Agreement or through registered email id

It shall be 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 JOINTALLOTTEES:**

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/it which shall for all intents and purposes to consider as properly served on all the Allottees.

**32 GOVERNING LAW:**

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

**33 DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act or as amended from time to time and all disputes and differences relating to the said Unit thereto in the Project shall be subject to exclusive jurisdiction of High Court at Calcutta, only.

**34 ADDITIONAL TERMS:**

The parties have agreed that notwithstanding anything to the contrary

contained in this Agreement hereinbefore, the Agreement shall be subject to the following other terms conditions and covenants on the part of the Owners, Promoter and Allottees to be respectively paid observed and performed, as the case may be (it being clarified that in the event of any inconsistency or contradictions in the clauses abovementioned and those contained hereinafter, the provisions of the clauses contained in this clause 34 hereinafter contained shall prevail).

*The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.*

### **35.1 Additional Definitions**

In addition to any other terms which are defined in this Agreement by inclusion in parenthesis and/or quotations, the undernoted terms, shall, unless repugnant to the context or meaning thereof, have the meaning respectively assigned to each of such terms hereinbelow:-

**“Agreement”** shall mean this agreement together with each of the Recitals and Schedules stated and/or incorporated herein by reference or otherwise, as may be amended in the manner as recorded herein and/or in writing by the Parties from time to time by way of letters and/or supplemental agreements and/or addenda to this agreement.

**“Common Expenses”** shall include each of the undernoted charges, expenses etc. payable proportionately by the Allottee and the other Allottees, each as determined by the Promoter at its sole and absolute discretion, which shall be final, binding and conclusive on each Allottee including the Allottee:

- a) all the costs, charges, expenses, fees etc. to be incurred for and/or on behalf of the Allottees for rendition of the Common Purposes; and
- b) all the Outgoings payable in respect of the Land, the Row House, the Common Areas; and
- c) the recurring costs, charges, fees, expenses etc. to be incurred/payable/ incurred for the smooth operation, running,

management, maintenance, upkeep and administration of the several facilities, infrastructure, utilities etc. at/of the Land and/or the Row House s including but not limited to those comprising a part of the Common Areas, including repairs, replacements, improvements etc. thereof; and

- d) all expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the Common Areas.
- e) All expenses with regard to maintenance, running and/or operating of Shared Infrastructure.
- f) Such other charges, expenses etc. as determined by the Promoter from time to time; and
- g) Each of the aforestated together with the applicable Taxes thereon.

**“Common Purposes”** shall include:

- a) the maintenance, management, upkeep, administration, protection etc. of the Land, the Row Houses, the Common Areas and the several facilities etc. at/of the Land and/or the Row Houses including the repairs, replacements, improvements etc. thereof;
- b) dealing with and regulating matters of common interest of each of the Allottees relating inter alia to their mutual rights and obligations in respect of the Land and the Project, for the use and enjoyment of their respective Units and the Common Areas;
- c) Insurance of the Project and the Common Areas
- d) the collection and disbursement of the Common Expenses;
- e) all other common purposes and/or other matters, issues etc. in which the Allottees have common interest relating to the Project, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter ; and
- f) all other common expenses and/or other matters issues etc. which the Allottees have in common interest relating to the Land, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter

**35.2 Additional Terms And Covenants Regarding The Total Price, Deposits, Extra Charges Etc., And The Payment Thereof**

- i) It is agreed and understood between the Parties that in the event at any time prior to the expiry of the scheduled date of completion of the Project as envisaged at the time of registration of the Project under the Act and as extended from time to time:
  - a) there be any change, modification, amendment, increase, decrease etc. in any of the Taxes comprising the Villa Price, Extras and Deposits and/or the manner of computation thereof including but not limited to due to change of/in Applicable Laws; and/or
  - b) any new and/or fresh taxes, cesses, assessments, duties, levies, charges, impositions etc. (central, state or local) by whatever name called be imposed, levied, notified etc. with retrospective effect or otherwise including but not limited to on the Project and/or the Said Unit and/or this Agreement and/or the transaction contemplated under this Agreement; and/or then in such an event, each and/or some of the several amounts payable by and/or to be deposited by the Allottee shall accordingly stand increased or decreased, as the case may be, and further some additional amounts may become payable by the Allottee, and the Allottee hereby covenant(s) and undertake(s) to make timely payment/deposit of each of such amounts in terms of the demand(s) and/or revised demands raised by the Promoter provided that in no event shall the Allottee be entitled to call upon the Promoter to refund any amount since then already paid by the Allottee to the Promoter.
- ii) The Allottee shall be bound and obliged to and undertake(s) and covenant(s) to make payment of and/or deposit each amount within the timelines determined/ designated by the Promoter for the same, and while the Promoter shall periodically intimate in writing to the Allottee the amount payable and the Allottee shall make pay/deposit the amount(s) as demanded by the Promoter within the time period and in the manner specified in such intimation, the Allottee has covenanted and undertaken

to and further hereby and hereunder covenant(s) and undertake(s) to make payment of the Total Price in terms of the Payment Plan, it being recorded that the Allottee has informed the Promoter that such schedule of payment comprising the Payment Plan is more convenient to/for the Allottee, and the Allottee covenant(s) and undertake(s) to make each of such payments as and when the same become due.

- iii) The Allottee shall be bound and obliged to and undertake(s) to: (i) deposit with the concerned authorities, the TDS if any deducted, within the 7th (seventh) day of the month succeeding the month of payment; and (ii) issue and hand over to the Promoter, the relevant TDS certificate within the time period stipulated by Applicable Laws, failure whereof shall attract and accrue interest on the amount so deducted for the period of default/delay, such interest to be calculated at the rate prescribed/prevaling under the Applicable Laws governing the subject matter of TDS ("TDS Interest"). Delay caused by the Allottee in fulfilling the aforesaid obligation shall be deemed to be an event of default by the Allottee in his/her/ their/its payment obligations, which shall entail the same consequences as stated in para/**clause 35.4** herein.
- iv) In case the Promoter condones the default of the Allottee in making timely payment of and/or in depositing any amount and/or in depositing the TDS and/or furnishing the TDS certificate within the stipulated timeline(s), then and in such an event, the Allottee shall, along with the outstanding dues and/or arrears, pay to the Promoter, the Interest and/or the TDS Interest, as the case may be, on each of the amounts remaining unpaid/outstanding for the period of default/delay until the date of actual realization thereof together with the administrative charges in terms of the then prevailing policy of the Promoter in respect thereof. Any condonation granted by the Promoter shall not amount to waiver of the future defaults and/or the breaches and/or delays of/by the Allottee and shall be without prejudice to the other rights of the Promoter.
- v) Notwithstanding anything to the contrary stated anywhere in this Agreement, any payment made by the Allottee (notwithstanding any specific instruction regarding the same having been given/issued by the Allottee) shall, at the first instance, be applied by the Promoter towards

payment of the Interest and the TDS Interest ascertained by the Promoter as due and payable by the Allottee, and thereafter, the balance, if any, shall be utilized towards adjustment of the defaulted/delayed payments due from the Allottee as ascertained by the Promoter, and the Allottee authorize(s) and empower(s) the Promoter to so adjust and/or appropriate all payments made by the Allottee, and the Allottee undertake(s) not to object to the same and/or to demand/direct the Promoter to adjust the payments in any manner.

- vi) All payments shall be made by the Allottee at the office of the Promoter against proper receipts and in no event shall the Allottee be entitled to set up any oral agreement regarding payment or otherwise. Further, all costs in respect of any payment being made by outstation/dollar cheques, shall be borne and paid by the Allottee. Furthermore, on the dishonor of any banking negotiable instrument on any ground whatsoever, without prejudice to the other rights and remedies of the Promoter and/or of the Other Entities, the Allottee shall compensate the Promoter and/or the Other Entities for every such dishonor by making payment of Rs. 1500/- (Rupees One Thousand Five Hundred only) and applicable taxes, if any, and the Allottee accept(s) and consent(s) to the same.
- vii) In the event the Allottee is a Person of Indian Origin and/or a Non-Resident Indian (as such terms are respectively defined/described under the governing Applicable Laws), the Allottee confirm(s) that all remittances shall be made in compliance with all Applicable Laws as modified/revised from time to time, and the Allottee shall provide the Promoter with all certifications, declarations etc. pertaining to/in support thereof.
- viii) All refunds, if any in terms of this Agreement, even to Non-Resident Indians and/or Persons of Indian Origin shall be made in Indian Rupees unless mandated otherwise by the then prevailing Applicable Laws.

### **35.3 Additional Terms And Covenants Regarding Construction**

- i. The date stipulated in para/Clause 7.1 hereinabove are hereby and hereunder accepted and confirmed by the Allottee and the Allottee hereby agree(s) and undertake(s) not to raise any objection to the same on any ground whatsoever

or howsoever. However, in the event prior to the date stipulated in para/Clause 7.1 hereinabove the Said Unit is ready for hand over in terms of this Agreement, the Allottee undertake(s) and covenant(s) not to make or raise any objection to the consequent pre-ponement of his/her/their/its payment obligations, having clearly understood and agreed that the payment obligations of the Allottee are linked inter alia to the progress of construction, and the same is not a time linked plan.

- ii.** The rights of the Allottee is limited to ownership of the ALL THAT the Ground + One storied row house/Villa (**“Row House/Villa”**) together with perpetual rights of exclusive balcony, exclusive terrace , exclusive open front yard (including car parking space) ,exclusive open back side lawn and exclusive rights of the land underneath the Row House/Villa and the right to use the Common Areas of the Project and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- iii.** The Promoter shall have the exclusive right to put up any neon sign, hoardings and other display materials of “Salarpuria Group” on any part or portion of the Common Areas and the Allottee agrees and acknowledges that the Promoter shall be entitled to put up such neon sign, hoardings and other display materials on any part or portion of the Common Areas

#### **35.4 Additional terms and covenants regarding Events of Defaults and/or Cancellation and/or Termination, and its consequences**

- i) In the event the Allottee is in breach of and/or has failed to perform and observe any of his/her/their/its covenants, obligations, representations or warranties under this Agreement and/or the terms and conditions of this Agreement, which breach and/or failure has not been remedied despite having been issued a notice in that regard, the Allottee shall be considered under a condition of default, and an Allottee Event of Default shall be deemed to be occurred.
- ii) Without prejudice to and in addition to the events/grounds stated elsewhere in this Agreement on the occurrence whereof the Promoter shall be entitled to terminate this Agreement (each of which also to be treated as an Allottee Event of Default), on the occurrence of an

Allottee Event of Default which continues for a period beyond 30 (thirty) days after notice from the Promoter in this regard (such failure being as determined by the Promoter), then without prejudice to the right of the Promoter to charge and recover from the Allottee, Interest and other amounts as stipulated in this Agreement including that for the period of delay, the Promoter shall be entitled, at its option, and is hereby authorized by the Allottee, to determine and/or rescind and/or terminate this Agreement provided that the Promoter shall intimate the Allottee about the Promoter's intention to so terminate this Agreement by a written notice of at least 30 (thirty) days prior to such termination.

**35.5 Additional Terms on Defect Liability:**

The Clause 12 hereinabove shall be subject to the condition that 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 Said 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 Said Unit, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, 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 buildings 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 Bungalow 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) Any defect due to force majeure
- ix) Failure to maintain the amenities / equipments
- x) Due to failure of AMC
- xi) Regular wear and tear
- xii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove.

### **35.6 Additional terms and covenants regarding the right of the Promoter to create charge/mortgage**

- i) Notwithstanding anything contained herein, by the execution of this Agreement the Allottee has/have provided and hereby and hereunder confirm(s) his/her/its/their consent to the Promoter to/for the creation of any mortgage, security, charge or other Encumbrances over and in respect of the Said Land and/or the Project and/or any part or portion thereof in favour of any bank and/or financial institution and/or any other persons providing loan and/or financial assistance to the Promoter for the purpose of development of the Project provided that no such mortgage, security, charge or other Encumbrances shall in any manner affect the right, title and interest of the Allottee. For the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee for creation of charge/ mortgage over any part or portion of the Said land and/or the Row Houses, and no separate consent of the Allottee shall be required for the said purpose.
- ii) The Promoter undertakes to cause the said bank(s)/financial institution(s) to: (a) issue, if necessary, a no-objection letter in favour of the Allottee/financier bank(s)/ financial institution(s) / any other persons to enable the Allottee to take a home loan from any bank or financial institution for financing the purchase of the Said Unit; and (b) upon receipt by the Promoter from the Allottee (to the complete satisfaction of the Promoter), of the full payment and/or deposit, as the case may be, of all sums, amounts etc. payable/to be deposited by the Allottee in terms of this Agreement, before execution of the Conveyance Deed in favour of the Allottee, subject to the terms of this Agreement, the Promoter shall cause the mortgage, security, charge or other Encumbrances, if any created by the Promoter over and in respect of the Said Unit, to be discharged and/or released.

### 35.7 **Additional terms and covenants regarding the Deed of Conveyance**

- i. After and subject to compliance by the Allottee of each of his/her/their/its obligations to the satisfaction of the Promoter including but not limited to receipt by the Promoter of each of the several amounts due and payable by and/or to be deposited by the Allottee (each as ascertained by the

Promoter), and further subject to the Allottee depositing with and/or making payment to the Promoter and/or to the concerned Governmental Authority of each of the amounts stipulated in this Agreement and furthermore subject to the Allottee not having committed any breach, violation, contravention etc. of any of the terms and conditions as stipulated herein and as determined by the Promoter, the Promoter and the Allottee shall take steps to execute in favour of the Allottee, the deed of conveyance, whereby and whereunder the title in respect of the Said Villa shall be transferred and conveyed in favour of the Allottee, while the title in respect of the indivisible share in the Common Areas (Undivided Share) shall be transferred and conveyed in favour of the Association, such deed of conveyance (s) being in such form and containing such particulars and/or covenants and/or stipulations as drafted by the Advocate of the Promoter (**“Conveyance Deed”**), on such date as may be determined by the Promoter provided that in the absence of any Applicable Law, the Promoter shall subject to the aforestated and further unless prevented by a Force Majeure Event, comply with its aforesaid obligation within 3 (three) months from the date of issuance of the Completion Certificate or within such time period as may be prescribed under the Act and/or Rules.

In addition to the amounts stated elsewhere in this Agreement, the Allottee shall further be liable and responsible to and hereby and hereunder covenant(s) and undertake(s) to bear and pay inter alia: (i) the entire stamp duty, registration fees and other fees, taxes and charges as may be levied from time to time by the government and/or any other authority(ies) and/or any Governmental Authority on the aforestated transfer of the Said Unit, including those applicable/prevaling at the time of registration of the Conveyance Deed. It being further clarified that all costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of any conveyance deed of the Common Areas shall be borne and paid by all owners and allottee(s) of units in the Project on pro rata basis.

## **SCHEDULE- “A”**

### **Part – I**

**[LARGER PROPERTY]**

**ALL THAT** the piece and parcel of land containing an area of 25626.28 SQM / 6.34 acres more or less equivalent to 634 decimal ( on physical measurement the said Larger Property is admeasuring 6.17 acres more or leess) situated at Mouza - Rasapunja, J.L No. 15, recorded in L.R Dag No. 4834, 4835, 4836, 4837, 4838, 4839, 4840, 4841, 4842 , 4843 , 4844, 4845, 4846, 4847(Part), 4848(Part), 4849(Part), 4850(Part), 4860(Part), 4861, appertaining to LR Khatian Nos. 8536, 8538, 8535, 8544, 8537, 8539, 8534, 8543, 8541, 8540, 8542, 8559, 8549, 8551, 8552, 8550, 8860, 8554, 8556, 8553, 8555, 9122, 9116, 9114, 9121, 9124, 8557, 8857, 9123, 9125, 9120, 9119, 9117, 9115, 9118, 8558, 8858, 8637, 8635, 8640, 8643, 8641, 8642, 8186, 6498, 9037, 9039, 9038, 9042, 9148, 9136, 8991, 8998, 9146, 9147, 9144, 9134, 9138, 9143, 9133, 9140, 9153, 8638, 8639, 8644, 8738, within P.S- Bishnupur, Dist.-24 Parganas (South), under Rasapunja Gram Panchayat, and butted and bounded as follows:

**ON THE NORTH:** LR Dag No.- 4817, 4816, 4847(P), 4848(P), 4849(P), 4850(P), 4860(P)

**ON THE EAST:** Bakrahat Road

**ON THE WEST:** LR Dag No.- 4831, 4832, 4833

**ON THE SOUTH:** Two Storied Building

And delineated in the map/ plan attached as **Annexure A** hereto and marked with color Red

**Part - II**

**[THE SAID LAND/PROJECT LAND]**

**ALL THAT** the piece and parcel of land containing an area of 19571.38 SQM / 4.87 acres more or less equivalent to 487 decimal situated at Mouza - Rasapunja, J.L No. 15, recorded in L.R Dag No. 4834, 4835, 4836, 4837, 4838, 4839, 4840, 4841, 4842(Part) , 4843(Part) , 4844(Part), 4845 (Part), 4846, 4847(Part), 4848(Part), 4849(Part), 4850(Part), 4860 (Part), 4861(Part) appertaining to LR Khatian Nos. 8536, 8538, 8535, 8544, 8537, 8539, 8534, 8543, 8541, 8540, 8542, 8559, 8549, 8551, 8552, 8550, 8860, 8554, 8556, 8553, 8555, 9122, 9116, 9114, 9121, 9124,

8557, 8857, 9123, 9125, 9120, 9119, 9117, 9115, 9118, 8558, 8858, 8637, 8635, 8640, 8643, 8641, 8642, 8186, 6498, 9037, 9039, 9038, 9042, 9148, 9136, 8991, 8998, 9146, 9147, 9144, 9134, 9138, 9143, 9133, 9140, 9153, 8638, 8639, 8644, 8738, within P.S- Bishnupur, Dist.-24 Parganas (South), under Rasapunja Gram Panchayat, and butted and bounded as follows:

**ON THE NORTH:** LR Dag No.- 4817, 4816, 4847(P), 4848(P), 4849(P), 4850(P), 4860(P)

**ON THE EAST:** Bakrahat Road

**ON THE WEST: LR Dag No. 4831, 4832, 4833**

**ON THE SOUTH:** LR Dag No.-II Storied Building

And delineated in the map/ plan attached as **Annexure A** hereto and marked with color Green

**Part – III**  
**[CLUB MERAKI]**

**ALL THAT** the piece and parcel of land containing an area of 3540.15 SQM / 0.84 acres more or less equivalent to 84 decimal situated at Mouza - Rasapunja, J.L No. 15, recorded in L.R Dag No. , 4844(Part), 4848(Part), 4849(Part), 4850(Part), 4860(Part) appertaining to LR Khatian Nos. 8858, 8637, 8635, 8640, 8643, , 9148, 9136, 8991, 8998, 9146, 9147, 9144, 9134, 9138, 9143, 9133, 9140, , within P.S- Bishnupur, Dist.-24 Parganas (South), under Rasapunja Gram Panchayat, and butted and bounded as follows:

**ON THE NORTH:** LR Dag No.- 4848(P), 4849(P), 4850(P), 4860(P)

**ON THE EAST:** Bakrahat Road

**ON THE WEST: Proposed Residential Project**

**ON THE SOUTH:** Project Internal Road & Land for Future Development

And delineated in the map/ plan attached as **Annexure A** hereto and marked with color Blue

**Part – IV**  
**[FUTURE PHASE LAND]**

**ALL THAT** the piece and parcel of land containing an area of 1864.12 SQM / 0.46 acres more or less equivalent to 46 decimal situated at Mouza - Rasapunja, J.L No. 15, recorded in L.R Dag No. 4861(Part), 4842(Part), 4843(Part) 4844(Part) appertaining to LR Khatian Nos., 9115, 9118, 8558, 8858, 8637, 8635, 8640, 8643, 8641, , 8638, 8639, 8644, 8738, within P.S- Bishnupur, Dist.-24 Parganas (South), under Rasapunja Gram Panchayat, and butted and bounded as follows:

**ON THE NORTH:** Proposed Project Internal Driveway

**ON THE EAST:** Bakrahat Road

**ON THE WEST:** Proposed Project Internal Driveway

**ON THE SOUTH:** II Storied Building

And delineated in the map/ plan attached as **Annexure A** hereto and marked with color \_\_\_\_

**Part – V**  
**[Title]**

Land situate at Mouza Rasapunja, Police Station Bishnupur, Rasapunja Gram Panchayat, District 24 Parganas ( South)

**R.S. DAG NO. 4814 L.R. DAG NO. 4834**

<b>DEED DETAILS</b>	<b>AREA PURCHASED</b>	<b>PROJECT AREA</b>	<b>VENDOR</b>	<b>PURCHASER</b>	<b>CONFIRMING PARTY</b>
Deed of Conveyance dated	10	10	Bengal	Dhanadhi	

28.10.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 344141 to 344165 Being No. 10951/2021 registered with DSR III, Kolkata			Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	pa Abasan Pvt. Ltd.	
Deed of Conveyance dated 28.10.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 344214 to 344237 Being No. 10956/2021 registered with DSR III, Kolkata	10	10	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Dhirai Abasan Pvt. Ltd.	
Deed of Conveyance dated 28.10.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 345661 to 345684 Being No. 10949/2021 registered with DSR III, Kolkata	10	10	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Mahardhi Griha Nirman Pvt. Ltd.	
Deed of Conveyance dated 28.10.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 344117 to 344140 Being No. 10950/2021 registered with DSR III, Kolkata	10	10	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Dirgha Abasan Pvt. Ltd.	
Deed of Conveyance dated 28.10.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 344166 to 344189 Being No. 10953/2021 registered with DSR III, Kolkata	10	10	Bengal Salarpuri a Eden Infrastructure Development Company	Vaidhury a Abasan Pvt. Ltd.	

			Pvt. Ltd.		
Deed of Conveyance dated 28.10.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 345447 to 345477 Being No. 10958/2021 registered with DSR III, Kolkata	9	9	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Trinetraya Promoters Pvt. Ltd.	
Total	<b>59</b>	<b>59</b>			

**R.S. DAG NO. 4815 L.R. DAG NO. 4835**

<b>DEED DETAILS</b>	<b>AREA PURCHASED</b>	<b>PROJECT AREA</b>	<b>VENDOR</b>	<b>PURCHASER</b>	<b>CONFIRMING PARTY</b>
Deed of Conveyance dated 28.10.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 319237 to 319260 Being No. 10937/2021 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Amarasri Dwellings Pvt. Ltd.	
Deed of Conveyance dated 28.10.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 345447 to 345477 Being No. 10958/2021 registered with DSR III, Kolkata	<b>1</b>	<b>1</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Trinetraya Promoters Pvt. Ltd.	
Deed of Conveyance dated 28.10.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 345577 to 345606 Being No. 10945/2021 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development Company	Visvottama Abasan Pvt. Ltd.	

			Pvt. Ltd.& Mathuran aresh Apartments Pvt. Ltd.		
Deed of Conveyance dated 28.10.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 345607 to 345631 Being No. 10946/2021 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Mathuran aresh Apartments Pvt. Ltd.	Mrigadrishti Hi-Rise Pvt. Ltd.	
Deed of Conveyance dated 28.10.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 345732 to 345755 Being No. 10948/2021 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Mathuran aresh Apartments Pvt. Ltd.	Jyotismat Developers Pvt. Ltd.	
Deed of Conveyance dated 28.10.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 344190 to 344213 Being No. 10954/2021 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Mathuran aresh Apartments Pvt. Ltd.	Shivgami ni Construction Pvt. Ltd.	
Deed of Conveyance dated 28.10.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 352233 to 352256 Being No. 10936/2021 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Mahalokaya Developers Pvt. Ltd.	
<b>Total</b>	<b>61</b>	<b>61</b>			

**R.S. DAG NO. 4816 L.R. DAG NO. 4836**

<b>DEED DETAILS</b>	<b>AREA PURCH</b>	<b>PROJE CT</b>	<b>VENDOR</b>	<b>PURCHA SER</b>	<b>CONFIRMIN G PARTY</b>
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	<b>ASED</b>	<b>AREA</b>			
Deed of Conveyance dated 12.11.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 362532 to 362556 Being No. 11647/2021 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Mansashi Abasan Pvt. Ltd.	
Deed of Conveyance dated 12.11.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 362624 to 362648 Being No. 11654/2021 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Ramsita Hirise Pvt. Ltd.	
Deed of Conveyance dated 12.11.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 362675 to 362698 Being No. 11640/2021 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Ramsita Realtors Pvt. Ltd.	
Deed of Conveyance dated 12.11.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 362507 to 362531 Being No. 11653/2021 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Satpati Complex Pvt. Ltd.	
Deed of Conveyance dated 23.02.2022 recorded in Book No. I Vol No. 1603-2022 Page nos. 138640 to 138666 Being No. 3150/2022 registered with DSR III,	<b>4</b>	<b>4</b>	Bengal Salarpuri a Eden Infrastructure Development	Satpati Realtors Pvt. Ltd.	

Kolkata			ent Company Pvt. Ltd.		
Total	<b>44</b>	<b>44</b>			

**R.S. DAG NO. 4817 L.R. DAG NO. 4837**

<b>DEED DETAILS</b>	<b>AREA PURCHASED</b>	<b>PROJECT AREA</b>	<b>VENDOR</b>	<b>PURCHASER</b>	<b>CONFIRMING PARTY</b>
Deed of Conveyance dated 23.02.2022 recorded in Book No. I Vol No. 1603-2022 Page nos. 138640 to 138666 Being No. 3150/2022 registered with DSR III, Kolkata	<b>5</b>	<b>5</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Satpati Realtors Pvt. Ltd.	
Deed of Conveyance dated 12.11.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 362724 to 362748 Being No. 11637/2021 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Shvetava h Griha Nirman Pvt. Ltd.	
Deed of Conveyance dated 12.11.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 362774 to 362798 Being No. 11632/2021 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Shvetava h Hirise Pvt. Ltd.	
Deed of Conveyance dated 12.11.2021 recorded in Book No. I Vol No. 1603-	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden	Shetriya Buildcon Pvt. Ltd.	

2021 Page nos. 362649 to 362674 Being No. 11651/2021 registered with DSR III, Kolkata			Infrastructure Development Company Pvt. Ltd.		
Deed of Conveyance dated 12.11.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 362699 to 362723 Being No. 11634/2021 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Shetriya Griha Nirman Pvt. Ltd.	
<b>Total</b>	<b>45</b>	<b>45</b>			

**R.S. DAG NO. 4818 L.R. DAG NO. 4838**

<b>DEED DETAILS</b>	<b>AREA PURCHASED</b>	<b>PROJECT AREA</b>	<b>VENDOR</b>	<b>PURCHASER</b>	<b>CONFIRMING PARTY</b>
Deed of Conveyance dated 06.11.2012 recorded in Book No. I CD Vol No. 21 Page nos. 5320 to 5336 Being No. 10229/2012 registered with ARA I, Kolkata	<b>10</b>	<b>10</b>	Godpower Realtors Private Limited	Dhangan ga Promoters Pvt. Ltd.	Arcade Tracom Pvt. Ltd.
Deed of Conveyance dated 06.11.2012 recorded in Book No. I CD Vol No. 21 Page nos. 5354 to 5369 Being No. 10231/2012 registered with ARA I, Kolkata	<b>10</b>	<b>10</b>	Godpower Realtors Private Limited	Rishta Complex Pvt. Ltd.	Arcade Tracom Pvt. Ltd.
Deed of Conveyance dated 06.11.2012 recorded in Book No. I CD Vol No. 21 Page nos. 5404 to 5420 Being No. 10234/2012 registered with ARA I, Kolkata	<b>10</b>	<b>10</b>	Godpower Realtors Private Limited	Dreamlight Residency Pvt. Ltd.	Arcade Tracom Pvt. Ltd.
Deed of Conveyance dated	<b>10</b>	<b>10</b>	Godpower	Everrise	Arcade

06.11.2012 recorded in Book No. I CD Vol No. 21 Page nos. 5455 to 5471 Being No. 10237/2012 registered with ARA I, Kolkata			Realtors Private Limited	Promoters Pvt. Ltd.	Tracom Pvt. Ltd.
Deed of Conveyance dated 06.11.2012 recorded in Book No. I CD Vol No. 21 Page nos. 5489 to 5507 Being No. 10239/2012 registered with ARA I, Kolkata	<b>8</b>	<b>8</b>	Godpower Realtors Private Limited	Devpujan Construct ion Pvt. Ltd.	Arcade Tracom Pvt. Ltd.
Total	<b>48</b>	<b>48</b>			

**R.S. DAG NO. 4819 L.R. DAG NO. 4839**

<b>DEED DETAILS</b>	<b>AREA PURCHASED</b>	<b>PROJECT AREA</b>	<b>VENDOR</b>	<b>PURCHASER</b>	<b>CONFIRMING PARTY</b>
Deed of Conveyance dated 12.11.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 362799 to 362823 Being No. 11642/2021 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Sridatri Hirise Pvt. Ltd.	
Deed of Conveyance dated 23.02.2022 recorded in Book No. I Vol No. 1603-2022 Page nos. 138747 to 138773 Being No. 3154/2022 registered with DSR III, Kolkata	<b>2</b>	<b>2</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Sunashi Abasan Pvt. Ltd.	
Total	<b>12</b>	<b>12</b>			

**R.S. DAG NO. 4820 L.R. DAG NO.4840**

<b>DEED DETAILS</b>	<b>AREA</b>	<b>PROJE</b>	<b>VENDOR</b>	<b>PURCHA</b>	<b>CONFIRMIN</b>
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	<b>PURCHASED</b>	<b>CT AREA</b>		<b>SER</b>	<b>G PARTY</b>
Deed of Conveyance dated 06.11. 2012 recorded in Book No. I Vol No. 21 Page nos. 5438 to 5454, Being No. 10236/2012 registered with ARA I, Kolkata	<b>10</b>	<b>10</b>	Godpower Realtors Private Limited	Bhavsakti Infraprojects Private Limited	Arcade Tracom Private Limited
Deed of Conveyance dated 06.11. 2012 recorded in Book No. I Vol No. 21 Page nos. 5472 to 5488 Being No. 10238/2012 registered with ARA I, Kolkata	<b>10</b>	<b>10</b>	Godpower Relators Private Limited	Bhavsagar Buildcon Private Limited	Arcade Tracom Private Limited
Deed of Conveyance dated 06.11. 2012 recorded in Book No. I Vol No. 21 Page nos.5489 to 5507 Being No. 10239/2012 registered with ARA I, Kolkata	<b>2</b>	<b>2</b>	Godpower Realtors Private Limited	Devpujan Construction Private Limited	Arcade Tracom Private Limited
<b>Total</b>	<b>22</b>	<b>22</b>			

**R.S. DAG NO. 4821 L.R. DAG NO.4841**

<b>DEED DETAILS</b>	<b>AREA PURCHASED</b>	<b>PROJECT AREA</b>	<b>VENDOR</b>	<b>PURCHASER</b>	<b>CONFIRMING PARTY</b>
Deed of Conveyance dated 06.11. 2012 recorded in Book No. I Vol No. 21 Page nos. 5337 to 5353 Being No. 10230/2012 registered with ARA I, Kolkata	<b>10</b>	<b>10</b>	Godpower Realtors Private Limited	Jatashiv Buildcon Privat Limited	Arcade Tracom Private Limited
Deed of Conveyance dated 06.11. 2012 recorded in Book No. I Vol No. 21 Page nos. 5421 to 5437 Being No. 10235/2012 recorded with ARA I, Kolkata	<b>10</b>	<b>10</b>	Godpower Realtors Private Limited	Oversure Realcon Private Limited	Arcade Tracom Private Limited
Deed of Conveyance dated 06.11. 2012 recorded in Book No. I Vol No. 21 Page	<b>10</b>	<b>10</b>	Godpower Realtors Private	Hardsoft Hirise Private	Arcade Tracom Private

nos. 5387 to 5403 Being No. 10233/2012 registered with ARA I, Kolkata			Limited	Limited	Limited
Deed of Conveyance dated 06.11. 2012 recorded in Book No. I Vol No. 21 Page nos.5508 to 5526 Being No. 10240/2012 registered with ARA I, Kolkata	<b>3</b>	<b>3</b>	Godpower Realtors Private Limited	Gajgamani Builders Private Limited	Arcade Tracom Private Limited
<b>Total</b>	<b>33</b>	<b>33</b>			

**R.S. DAG NO. 4822 L.R. DAG NO.4842**

<b>DEED DETAILS</b>	<b>AREA PURCHASED</b>	<b>PROJECT AREA</b>	<b>VENDOR</b>	<b>PURCHASER</b>	<b>CONFIRMING PARTY</b>
Deed of Conveyance dated 06.11. 2012 recorded in Book No. I Vol No. 21 Page nos. 5370 to 5386 Being No.10232/ 2012 registered with ARA I, Kolkata	<b>10</b>	<b>10</b>	Godpower Realtors Private Limited	Funidea Enclave Private Limited	Arcade Tracom Private Limited
Deed of Conveyance dated 06.11. 2012 recorded in Book No. I Vol No. 21 Page nos.5508 to 5526 Being No. 10240/2012 registered with ARA I, Kolkata	<b>5</b>	<b>5</b>	Godpower Realtors Private Limited	Gajgamani Builders Private Limited	Arcade Tracom Private Limited
<b>Total</b>	<b>15</b>	<b>15</b>			

**R.S. DAG NO. 4823 L.R. DAG NO. 4843**

<b>DEED DETAILS</b>	<b>AREA PURCHASED</b>	<b>PROJECT AREA</b>	<b>VENDOR</b>	<b>PURCHASER</b>	<b>CONFIRMING PARTY</b>
Deed of Conveyance dated 12.11.2021 recorded in	<b>10</b>	<b>10</b>	Bengal Salarpuri	Sridatri Realtors	

Book No. I Vol No. 1603-2021 Page nos. 362749 to 362773 Being No. 11631/2021 registered with DSR III, Kolkata			a Eden Infrastructure Development Company Pvt. Ltd.	Pvt. Ltd.	
Deed of Conveyance dated 12.11.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 362799 to 362823 Being No. 11642/2021 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Sridatri Hirise Pvt. Ltd.	
Deed of Conveyance dated 23.02.2022 recorded in Book No. I Vol No. 1603-2022 Page nos. 138720 to 138746 Being No. 3153/2022 registered with DSR III, Kolkata	<b>7</b>	<b>7</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Sunderdaran Hi Rise Pvt. Ltd.	
<b>Total</b>	<b>17</b>	<b>17</b>			

**R.S. DAG NO. 4824 L.R. DAG NO. 4844**

<b>DEED DETAILS</b>	<b>AREA PURCHASED</b>	<b>PROJECT AREA</b>	<b>VENDOR</b>	<b>PURCHASER</b>	<b>CONFIRMING PARTY</b>
Deed of Conveyance dated 30.11.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 424590 to 424615 Being No. 12493/2021 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Dashabhuj Griha Nirman Pvt. Ltd.	
Deed of Conveyance dated	<b>7</b>	<b>7</b>	Bengal	Dyumani	

30.11.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 414643 to 414668 Being No. 12451/2021 registered with DSR III, Kolkata			Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Properties Pvt. Ltd.	
Deed of Conveyance dated 30.11.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 419401 to 419426 Being No. 12454/2021 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Santoshimata Abasan Pvt. Ltd.	
Deed of Conveyance dated 30.11.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 419660 to 419685 Being No. 12476/2021 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Salarpuri a Infrastructure Projects Pvt. Ltd.	
Deed of Conveyance dated 23.02.2022 recorded in Book No. I Vol No. 1603-2022 Page nos. 138720 to 138746 Being No. 3153/2022 registered with DSR III, Kolkata	<b>2</b>	<b>2</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Sunderdarsan Hi Rise Pvt. Ltd.	
<b>Total</b>	<b>39</b>	<b>39</b>			

**R.S. DAG NO. 4825 L.R. DAG NO. 4845**

<b>DEED DETAILS</b>	<b>AREA PURCHASED</b>	<b>PROJECT AREA</b>	<b>VENDOR</b>	<b>PURCHASER</b>	<b>CONFIRMING PARTY</b>
Deed of Conveyance dated	<b>3</b>	<b>3</b>	Bengal	Dyumani	

30.11.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 419453 to 419478 Being No. 12450/2021 registered with DSR III, Kolkata			Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Properties Pvt. Ltd.	
Deed of Conveyance dated 30.11.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 419763 to 419788 Being No. 12456/2021 registered with DSR III, Kolkata	<b>4</b>	<b>4</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Salarpuri a Niketan Pvt. Ltd.	
Deed of Conveyance dated 30.11.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 419686 to 419711 Being No. 12473/2021 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Parthasarathi Hi-Rise Pvt. Ltd.	
<b>Total</b>	<b>17</b>	<b>17</b>			

**R.S. DAG NO. 4826 L.R. DAG NO. 4846**

<b>DEED DETAILS</b>	<b>AREA PURCHASED</b>	<b>PROJECT AREA</b>	<b>VENDOR</b>	<b>PURCHASER</b>	<b>CONFIRMING PARTY</b>
Deed of Conveyance dated 4.12.2012 recorded in Book No. I Vol No. 22 Page nos. 12282 to 12296 Being No. 11052/2012 registered with ARA I, Kolkata	<b>9</b>	<b>9</b>	Jagannath Mukherjee	Kalashsiddhi Properties Private Limited	
Deed of Conveyance dated 21.04.2021 recorded in Book No. I Vol No. 1904-2021 Page	<b>3</b>	<b>3</b>	Sudharani Chatterje	Sahasraakash Living	Raju Mondal

nos. 217271 to 217314 Being No. 4493/2021 registered with ARA I, Kolkata			e And Radharan i Ghoshal	Pvt. Ltd.	
Total	<b>12</b>	<b>12</b>			

**R.S. DAG NO. 4827 L.R. DAG NO. 4847**

<b>DEED DETAILS</b>	<b>AREA PURCHASED</b>	<b>PROJECT AREA</b>	<b>VENDOR</b>	<b>PURCHASER</b>	<b>CONFIRMING PARTY</b>
Deed of Conveyance dated 23.05.2022 recorded in Book No. I Vol No. 1603-2022 Page nos. 329223 to 329248 Being No. 8139/2022 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Mathuran resh Apartmen ts Pvt. Ltd.	Panchvak ratay Realtors LLP	
Deed of Conveyance dated 23.05.2022 recorded in Book No. I Vol No. 1603-2022 Page nos. 329197 to 329222 Being No. 8140/2022 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Mathuran resh Apartmen ts Pvt. Ltd.	Devganga Realtors LLP	
Deed of Conveyance dated 23.05.2022 recorded in Book No. I Vol No. 1603-2022 Page nos. 329326 to 329351 Being No. 8153/2022 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastruc ture Developm ent Company Pvt. Ltd.	Nismaya Realtors LLP	
Deed of Conveyance dated 23.05.2022 recorded in Book No. I, Vol No. 1603-2022 Page nos. 335019 to 335044 Being No. 8155/2022 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastruc ture Developm ent Company	Subhuja Realtors LLP	

			Pvt. Ltd.		
Deed of Conveyance dated 23.05.2022 recorded in Book No. I Vol No. 1603-2022 Page nos. 334993 to 335018 Being No. 8161/2022 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Pingali Venkayya Realtors LLP	
Total	<b>50</b>	<b>50</b>			

**R.S. DAG NO. 4828 L.R. DAG NO. 4848**

<b>DEED DETAILS</b>	<b>AREA PURCHASED</b>	<b>PROJECT AREA</b>	<b>VENDOR</b>	<b>PURCHASER</b>	<b>CONFIRMING PARTY</b>
Deed of Conveyance dated 5.07. 2022 recorded in Book No. I Vol No. 1603-2022 Page nos. 398358 to 398383 Being No. 10451/2022 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Panchvaktra Realtors LLP	
Deed of Conveyance dated 5.07. 2022 recorded in Book No. I Vol No. 1603-2022 Page nos. 399210 to 399235 Being No. 10448/2022 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Arunodya Niketan LLP	
Total	<b>20</b>	<b>20</b>			

**R.S. DAG NO. 4829 L.R. DAG NO. 4849**

<b>DEED DETAILS</b>	<b>AREA</b>	<b>PROJECT</b>	<b>VENDOR</b>	<b>PURCHASER</b>	<b>CONFIRMING PARTY</b>
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	<b>PURCHASED</b>	<b>CT AREA</b>		<b>SER</b>	<b>G PARTY</b>
Deed of Conveyance dated 21.04.2022 recorded in Book No. I Vol No. 1603-2022 Page nos. 278104 to 278129 Being No. 6266/2022 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Mathuran resh Apartmen ts Limited	Harshaye Realtors LLP	
Deed of Conveyance dated 21.04.2022 recorded in Book No. I Vol No. 1603-2022 Page nos. 278156 to 278181 Being No. 6268/2022 registered with DSR III, Kolkata	<b>7</b>	<b>7</b>	Mathuran resh Apartmen ts Limited	Krishna Kripa Dwelling Complex Private Limited	
Total	<b>17</b>	<b>17</b>			

**R.S. DAG NO. 4830 L.R. DAG NO. 4850**

<b>DEED DETAILS</b>	<b>AREA PURCHASED</b>	<b>PROJECT AREA</b>	<b>VENDOR</b>	<b>PURCHASER</b>	<b>CONFIRMING PARTY</b>
Deed of Conveyance dated 5.07. 2022 recorded in Book No. I Vol No. 1603-2022 Page nos. 398685 to 398710 Being No. 10449/2022 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastruc ture Developm ent Company Pvt. Ltd.	Eftinan Construct ions LLP	
Deed of Conveyance dated 5.07. 2022 recorded in Book No. I Vol No. 1603-2022 Page nos. 398384 to 398409 Being No. 10452/2022 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastruc ture Developm ent Company Pvt. Ltd.	Ramayan Builders LLP	
Deed of Conveyance dated	<b>10</b>	<b>10</b>	Bengal	Sachish	

5.07. 2022 recorded in Book No. I Vol No. 1603-2022 Page nos. 398306 to 398331 Being No. 10455/2022 registered with DSR III, Kolkata			Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Developers LLP	
Deed of Conveyance dated 5.07. 2022 recorded in Book No. I Vol No. 1603-2022 Page nos. 398659 to 398684 Being No. 10456/2022 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Virupaksh Developers LLP	
Deed of Conveyance dated 5.07. 2022 recorded in Book No. I Vol No. 1603-2022 Page nos. 398581 to 398606 Being No. 10463/2022 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Kamari Realtors LLP	
<b>Total</b>	<b>50</b>	<b>50</b>			

**R.S. DAG NO. 4839 L.R. DAG NO. 4860**

<b>DEED DETAILS</b>	<b>AREA PURCHASED</b>	<b>PROJECT AREA</b>	<b>VENDOR</b>	<b>PURCHASER</b>	<b>CONFIRMING PARTY</b>
Deed of Conveyance dated 5.07.2022 recorded in Book No. I Vol No. 1603-2022 Page nos. 398462 to 398487 Being No. 10465/2022 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Sachish Buildcon LLP	
Deed of Conveyance dated	<b>10</b>	<b>10</b>	Bengal	Sachish	

5.07.2022 recorded in Book No. I Vol No. 1603-2022 Page nos. 398633 to 398658 Being No. 10462/2022 registered with DSR III, Kolkata			Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Promoters LLP	
Deed of Conveyance dated 5.07.2022 recorded in Book No. I Vol No. 1603-2022 Page nos. 398410 to 398435 Being No. 10453/2022 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Sachish Properties LLP	
<b>Total</b>	<b>30</b>	<b>30</b>			

**R.S. DAG NO. 4840 L.R. DAG NO. 4861**

<b>DEED DETAILS</b>	<b>AREA PURCHASED</b>	<b>PROJECT AREA</b>	<b>VENDOR</b>	<b>PURCHASER</b>	<b>CONFIRMING PARTY</b>
Deed of Conveyance dated 30.11.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 419427 to 419452 Being No. 12448/2021 registered with DSR III, Kolkata	<b>7</b>	<b>7</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Krishnakripa Sales Pvt. Ltd.	
Deed of Conveyance dated 30.11.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 419479 to 419503 Being No. 12449/2021 registered with DSR III,	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development	Prism Dealtrade Pvt. Ltd.	

Kolkata			ent Company Pvt. Ltd.		
Deed of Conveyance dated 30.11.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 419738 to 419762 Being No. 12455/2021 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Regal Vintrade Pvt. Ltd.	
Deed of Conveyance dated 30.11.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 419634 to 419659 Being No. 12466/2021 registered with DSR III, Kolkata	<b>6</b>	<b>6</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Salarpuri a Niketan Pvt. Ltd.	
Deed of Conveyance dated 30.11.2021 recorded in Book No. I Vol No. 1603-2021 Page nos. 419712 to 419737 Being No. 12463/2021 registered with DSR III, Kolkata	<b>10</b>	<b>10</b>	Bengal Salarpuri a Eden Infrastructure Development Company Pvt. Ltd.	Trinity Commosales Pvt. Ltd.	
Total	<b>43</b>	<b>43</b>			

**SCHEDULE - 'B'**

**[DESCRIPTION OF THE SAID UNIT]**

**Part -I  
(SAID ROW HOUSE/ VILLA)**

All That Ground Plus One storied Row House/ Villa No. \_\_\_ having carpet area of \_\_\_\_\_ square feet (more or less) together with exclusive use of the Balcony admeasuring \_\_\_\_\_square feet and built-up area (including balcony) of \_\_\_\_\_ square feet (more or less) and the exclusive open Terrace admeasuring \_\_\_\_\_ square feet (without construction right) and exclusive plot area admeasuring \_\_\_\_\_ square feet (more or less) including open area (Car Parking Space and front yard) and open back lawn.

## Part -II

### PLAN

### Part III (SPECIFICATIONS)

Sl. No	Descriptions	Material Name
1.	<b><u>Structure &amp; Walls</u></b>	<ul style="list-style-type: none"> <li>➤ RCC structure</li> <li>➤ Walls With concrete hollow Block</li> </ul>
2.	<b><u>Flooring &amp; Tiles</u></b>	<ul style="list-style-type: none"> <li>➤ <b>Bedrooms, Living &amp; Dining Area:-</b> Vitrified tiles</li> <li>➤ <b>Bathroom, Balcony and Kitchen:-</b> Antiskid tiles</li> <li>➤ <b>Internal Staircase:-</b> Stepping Tiles</li> <li>➤ <b>Terrace / Roof:-</b> Screed over RCC surface</li> </ul>
3.	<b><u>Kitchen</u></b>	<ul style="list-style-type: none"> <li>➤ Granite Kitchen platform with S.S Sink &amp; provision for water purifier inlet.</li> <li>➤ Dado with Ceramic tiles up to 2 feet height above the Granite Counter above which will be POP finish.</li> </ul>
4.	<b><u>Bathroom Fittings</u></b>	<ul style="list-style-type: none"> <li>➤ Branded Sanitary fittings &amp; fixture in all bathrooms</li> <li>➤ Provision for Geyser Point except servant's toilet.</li> </ul>

		<ul style="list-style-type: none"> <li>➤ Dado with Ceramic tiles up to lintel height above that POP finish over plastered surface.</li> </ul>
5.	<b><u>Doors &amp; Windows</u></b>	<ul style="list-style-type: none"> <li>➤ <b>Main Door:-</b> Wooden Door Frame with front side laminate finish Flush Door.</li> <li>➤ <b>Bed Room &amp; toilet Doors:-</b> Wooden Door Frame with Flush Door shutter.</li> <li>➤ <b>Balcony Door:</b> Aluminium Glazed sliding door.</li> <li>➤ <b>Stair head room, Backyard lawn access door, Servant toilet-</b> FRP door</li> <li>➤ <b>Windows:-</b> Powder coated Aluminum Windows.</li> </ul>
6.	<b><u>Wall Finish</u></b>	<ul style="list-style-type: none"> <li>➤ <b>Internal Walls:-</b> POP Finish</li> <li>➤ <b>Ceiling:-</b> POP Finish</li> <li>➤ <b>Exterior Walls:-</b> Weather Shield Paint</li> </ul>
7.	<b><u>Railing</u></b>	Staircase & Balcony :- MS Railing
8.	<b><u>Electrical</u></b>	<ul style="list-style-type: none"> <li>➤ Concealed wiring with Modular Switches of reputed make.</li> <li>➤ Electrical point provision for Geyser, Toilet exhaust, Kitchen hood</li> <li>➤ Provision for Television point in Living Room and Master Bedroom</li> </ul>
9.	<b><u>Air-conditioning</u></b>	Provision for Air-conditioning in Living Room and All Bedrooms

**PART IV**  
**(CLUB MERAKI)**

**The Below mentioned amenities are in the CLUB house at different levels:**

<b>Banquet Hall</b>	Community Hall with attached Lawn Ground floor level
<b>Swimming Pool</b>	Outdoor Swimming Pool with kid's pool with Deck

<b>Gymnasium</b>	Gymnasium with modern equipment's
<b>Toddlers Room</b>	Indoor toddlers room
<b>AV room</b>	Air-conditioned AV room
<b>Guest Room</b>	Air-conditioned guest room
<b>Barbeque area</b>	Barbeque area attached with Multipurpose room
<b>Badminton court</b>	Outdoor Badminton court at 1 <sup>st</sup> Floor Level
<b>Library cum Cards Room</b>	Library cum Cards Room Ground floor level
<b>Wellness area</b>	Outdoor Yoga and Meditation space at roof top
<b>Indoor games room</b>	indoor games room

**Other outdoor activities are as under:**

- Cricket Net practice area.
- Ampithere
- Picnic Zone
- Adda Zone
- Lawn with sitting area
- Alfresco Dining

**Part -V  
(SAID APPLICATION)**

**Allottee has applied for the said unit being Villa no. \_\_\_\_\_, vide application No. \_\_\_\_\_ dated \_\_\_\_\_**

**Part -VI  
(SAID ALLOTMENT)**

**Provisional Allotment Letter dated \_\_\_\_\_ issued in favour of the Allottee/Allottees**

**SCHEDULE - "C"  
[PAYMENT DETAILS]**

**PART-I**

**(Unit Price)**

<b>Sl.No.</b>	<b>Consideration/Amount Payable Towards</b>	<b>Rs.</b>
1.	Said Villa calculated on the carpet area admeasuring _____ sq.ft.	
	<b>Total-</b>	

**Plus Applicable Taxes on the (Unit Price)**

**(Extra Charges)**

<b>Maintenance Charges-</b> This amount is payable against 12 months advance maintenance charges for the said Villa. That the Promoter, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee.	Rs. /-
<b>Club Membership Charge(One Time)</b>	Rs. /-
<b>Club Maintenance</b>	Rs. /-
<b>Meter charges</b>	On Actuals
<b>Association Formation Charges</b>	Rs. /-
<b>Total Extras Charges (in Rupees)</b>	<b>Rs. /-</b>

**Plus Applicable Taxes**

\*\*\*\*\*Registration Fee, Stamp Duty, Electricity Meter Deposit , Mutation Charges and incidental charges for facilitating the process of registration

on Actuals

**(Deposits)**

<b>Sinking Fund Deposit</b> -This amount is payable as funds for future repairs replacement, improvements and developments in the Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Promoter may deem fit and proper.	Rs/-
<b>Total Deposits (in Rupees)</b>	<b>Rs. /-</b>

**Part-II**

**(Payment Plan)**

<b>PAYMENT SCHEDULE / MILESTONE</b>	<b>PERCENTAGE</b>	<b>AMOUNT</b>	
		<b>Rs</b>	<b>00+GST</b>
On Application	<b>10%</b>	<b>Rs</b>	<b>00+GST</b>
On Allotment (less application money)		<b>Rs</b>	<b>0.00_+GST</b>
On Agreement	<b>10%</b>	<b>Rs</b>	<b>0.00 +GST</b>
On Completion Of Foundation	<b>15%</b>	<b>Rs</b>	<b>0.00 +GST</b>
On Completion of 1st Floor Casting	<b>15%</b>	<b>Rs</b>	<b>0.00 +GST</b>
On Completion of Roof Floor Casting	<b>15%</b>	<b>Rs</b>	<b>0.00 +GST</b>
On Completion Of Brick Wall & Internal Plaster	<b>15%</b>	<b>Rs</b>	<b>0.00 +GST</b>
On Completion Of Flooring	<b>15%</b>	<b>Rs</b>	<b>0.00 +GST</b>
On Possession	<b>5%</b>	<b>Rs</b>	

		.	<b>0.00 +GST</b>
<b>GRAND TOTAL</b>	<b>100%</b>	<b>Rs</b>	<b>0.00+GST</b>
		.	

**Club Membership charges to be paid in two instalments i.e. 50% at the time of Agreement and 50% at the time of Possession.**

**Advance Maintenance Charges for the Said Unit and Club Meraki, Formation of Association and Sinking Fund as mentioned hereinabove to be paid at the time of Possession.**

### **SCHEDULE-D**

#### **[COMMON AREAS]**

**Common Areas of the Project:**

- (i) Driveways and paths and passages at the Project Land except those reserved by the Promoter for exclusive use.
- (ii) Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- (iii) Underground water reservoir
- (iv) Water supply or Deep tube well for water supply with water distribution pipes.
- (v) Water waste and sewerage evacuation pipes and drains from the Units at the Project to the Panchayat Samity/municipal drains.
- (vi) DG Set, its panels, accessories and wirings and space for installation of the same.
- (vii) Underground water reservoir for Fire and other common fire safety system as per the WBFES rules and norms.
- (viii) Landscape Garden
- (ix) Solar Panel at Club Meraki Roof .
- (x) Club Facility

- (xi) Security gate and goomty
- (xii) Fire-fighting system in the common areas at the Project all as per WBFES rules and norms.
- (xiii) Residential fire fighting system with sprinklers and smoke detectors in the Club Meraki all as per WBFES rules and norms [Exclusive for Club Meraki]
- (xiv) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project

## **COMMON FACILITIES**

### **Security**

- CCTV surveillance
- 24x7 security

### **Fire & Safety**

- Fire detection & protection system as per WBFES rules

### **Renewable energy**

- Solar PV Plant at club roof

### **Provisions**

- 24x7 Power back up in common areas. Limited power back up in each villa
- Cable TV provision
- Water treatment plant
- Sewage Treatment Plant

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

**SIGNED SEALED AND  
DELIVERED BY THE  
WITHIN NAMED OWNERS  
IN THE PRESENCE OF:**

**SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED  
PROMOTER IN THE  
PRESENCE OF:**

**SIGNED SEALED AND  
DELIVERED BY THE  
WITHIN NAMED  
ALLOTTEE IN THE  
PRESENCE OF:**