

AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) is executed on this [__] day of [__] 2026

BY AND BETWEEN

The **PERSONS LISTED IN SCHEDULE A**, represented by its Constituted Attorney [__] (PAN: [__]), an existing company under the Companies Act, 2013 and having its Registered Office at [__], West Bengal, India, represented by its Authorized signatory, [__] (PAN: [__], Aadhaar No. [__]), son of [__] and duly authorized vide Board Resolution dated [__], (hereinafter collectively referred to as the “**OWNERS**”, which expression shall, unless excluded by or repugnant to the subject or context shall mean and include their respective successors) of the **FIRST PART**

AND

SALARPURIA IMAGINE BUILDERS LLP [CIN No. [__]), (**PAN: AFCFS1161B**), a limited liability partnership duly registered under the Limited Liability Partnership Act, 2008, having its registered office at Premises No. 770, Anandapur, South City Business Park, 9th Floor, Unit No. 901, E.K.T, Kolkata 700107, an existing Company under the Companies Act, 2013, having its Registered Office at [__], West Bengal, India, represented by its authorized signatory [__], (PAN [__]), (Aadhaar No. [__]), son of [__], and duly authorized vide Board Resolution dated [__], hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assignees) 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 dated [__] hereinafter referred to as the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **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 [__], (PAN [__], 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

he 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**, the **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;
and
- c) “**Section**” means a section of the Act/Rules.

WHEREAS:

A. The Owners are:

- (i) the absolute and lawful owners of land admeasuring 8.40 acres (equivalent to 34008.1553 square meters) comprised in several Dag Nos within Mouza Salua, J. L. No. 3, Police Station Airport, District North 24 Parganas, within Ward No. 5 of the Bidhannagar Municipal Corporation and more fully described in **Part I of Schedule B** hereto (hereinafter referred to as the "**Larger Land**"). The particulars of Owners deriving their title of the Larger Land are more fully described in **Part VII of Schedule B** hereto (“**Title**”); and

- (ii) The Owners propose to gift approximately 5 (five) Cottahs of land out of the Larger Land ("Sub-Station Land") in favour of the West Bengal State Electricity Distribution Company Limited ("WBSEDCL") for the purpose of establishing an electrical sub-station for public utility purposes ("Sub-Station"). The Sub-Station may be used by WBSEDCL for public utility purposes and its usage shall not be restricted to the Complex or the Project. WBSEDCL personnel shall require access through the Complex for construction, operation and maintenance of the Sub-Station. The detailed terms relating to the Sub-Station Land and the access rights of WBSEDCL are set out in Clause 39 of this Agreement.
- B. The Owners and the Promoter have entered into a development agreement dated 5 June 2025 registered in the Office of ADSR IV, recorded in Book No. I, Volume No. 1904-2025, Pages from 352171 to 352302, Being No. 190408330 for the year 2025 (“**Development Agreement**”) by which the Owners in consultation with each other had jointly granted the exclusive right of development of residential apartments comprised in several buildings to be constructed on the Larger Land in favour of the Promoter herein, which the Promoter has agreed to undertake for the consideration and on the terms and conditions contained therein. The Owners have also granted a Power of Attorney in favour of the Promoter dated 10 June 2025 and registered in the Office of ADSR IV, recorded in Book No. I, Volume No. 1904-2025, Pages from 360751 to 360843, Being No. 190408531 for the year 2025 with regard to the development of the Larger Land.
- C. In pursuance of the terms of the Development Agreement, the Promoter has undertaken the development and construction of a residential complex on the Larger Land under the name and style "**INSPIRE**" ("**Complex**") in phases comprising distinctly earmarked zones as under:

PHASE I PROJECT:

Out of the Larger Land, the Promoter has earmarked lands admeasuring 2.9 acres (more or less) more fully described in **Part II** of **Schedule B** hereto (“**Phase I Land**”) to construct and develop:

- (i) 351 (Three Hundred Fifty One) luxury residential apartments of various shapes and sizes and 4 (Four) office spaces, comprising in 7 (Seven) residential-cum-commercial multi-storeyed buildings bearing numbers T5, T6, T7, T8, T9, T10 and T11 (collectively "Towers/Wings" and individually a "Tower/Wing") with each Tower/Wing having basement, ground and 12 (Twelve) upper storeys. The Allottee acknowledges that Tower/Wing 5 shall be of a mixed-use character, comprising both residential apartments and office spaces, and the Allottee shall have no objection to the same; and
- (ii) 486 (Four Hundred Eighty Six) covered car parking spaces (which includes mechanical puzzle/stack, dependent and independent car parking) will be located in the common basement as more fully depicted in the map/plan annexed and marked as

Annexure [C]. Further 16 number of car parking spaces will be located in the ground floor of certain specific Towers.; and

- (iii) necessary common areas, parts, portions, utilities, amenities and installations dedicated to and intended for the exclusive use of the allottees/owners/lawful occupants of the Phase I Project (*defined below*) (hereinafter referred to as the “**Phase I Common Areas**” and more fully and particularly described in **Part I** of **Schedule C**. The Phase I Common Areas shall include a common basement (“**Phase I Basement**”) running underneath the entire length and breadth of the Phase I Land beneath the Towers as more fully depicted in the map/plan annexed as **Annexure C** and bordered in colour **PINK**. The Phase I Basement shall contain in it 486 number of car parking spaces for parking of cars by, subject to Clause 36.2, the allottees of Phase I Project and the location of the car parking spaces within the Phase I Basement are depicted on the map/plan annexed herein as **Annexure C** and bordered thereon in **PINK**. The Phase I Basement shall also be used for the installation of STP, ELV Room, rain water harvesting tank etc.
- (iv) necessary common areas, parts, portions, utilities, amenities and installations dedicated to and intended for the exclusive use of the allottees/owners/lawful occupants of a particular Tower of the Phase I Project (hereinafter referred to as the “**Tower Common Areas**” and more fully and particularly described in **Part II** of **Schedule C** with respect to the Tower this Agreement is concerned with;

the above components (i), (ii) (iii) and (iv) are collectively referred to as the “**Phase I Project**” or “**Project**”, which shall be known as **INSPIRE-PHASE I**.

FUTURE DEVELOPMENT ZONE:

Out of the Larger Land, the Promoter has earmarked lands admeasuring 2.72 acres (more or less) more fully described in **Part III** of **Schedule B** hereto (“**Future Development Zone Land**”) to construct and develop residential real estate projects in one or more phases comprising:

- (i) upto 400 number of luxury residential apartments of various shapes and sizes comprising in such number of Towers/Wings as may be decided by the Promoter from time to time; and
- (ii) adequate car parking spaces; and
- (iii) necessary common areas, parts, portions, utilities, amenities and installations dedicated to and intended for the exclusive use of the allottees/owners/lawful occupants of one or more phases of the Future Development Zone Project(s) (*defined below*); and
- (iv) necessary common areas, parts, portions, utilities, amenities and installations dedicated to and intended for the exclusive use of the allottees/owners/lawful occupants of the allottees of the Future Development Zone Project(s);

the above components (i), (ii) and (iii) are collectively referred to as the “**Future Development Zone Project(s)**”.

D. Notwithstanding the fact that the Promoter shall develop, construct and implement the

development scheme of the Complex on the Larger Land in a phase-wise manner, each of the Phase I Project and each of the phases to be developed in the Future Development Zone Project(s) (collectively, the "**Phases**") shall always be construed as an independent stand-alone self-contained real estate project covering respectively the Phase I Land and the Future Development Zone Land. The Phases shall not be linked or combined with each other save and except for integration of the infrastructural amenities and facilities in the manner mentioned below for the benefit of allottees of the Complex. Accordingly, the allottees of each of the Phases shall be entitled to right to use and enjoy the infrastructural amenities and facilities described in **Part III of Schedule C ("Complex Shared Common Areas")** to be built on 2.7 acres of land out of the Larger Land more fully described in **Part IV of Schedule B ("Complex Shared Land"** and depicted in the layout drawing/plan of the Complex annexed hereto and marked as **Annexure B** and bordered thereon in **RED**) in common with all allottees of the Complex which due to the complex scheme of development, design, logistic and operational reasons cannot be segregated and are required to be integrated with each of the Phases for the benefit of all the allottees of the Complex. Accordingly, the allottees of the Phase I Project shall be entitled to the perpetual, irrevocable, non-exclusive right to use and enjoy the Complex Shared Common Areas. The Complex Shared Common Areas and its management and maintenance shall not belong to any particular phase of the Complex but shall belong exclusively to the Promoter until completion of the construction and development of the entire Complex and thereafter, the Complex Shared Common Areas shall be transferred to an association of allottees of the entire Complex comprising both Phase I Project and Future Development Zone Project(s) or proportionately to the associations of allottees of Phase I Project and Future Development Zone Project(s). The Complex Shared Common Areas shall broadly cover the following:

- (i) **Podium:** The Complex shall have a podium at the centre of the Complex covering 0.62 acres ("**Podium Land**", more fully described in **Part V of Schedule B**) out of the Larger Land ("**Podium**"). The Podium shall contain the amenities and facilities more fully described in **Part IV of Schedule C** out of which the amenities and facilities described from 1 to 6 in Part IV of Schedule C shall be completed with the completion of Phase I Project and the amenities and facilities described from 7 to 10 in Part IV of Schedule C shall be completed with the completion of the last of the Phases of the Future Development Zone Project(s).
- (ii) **Podium Basement:** The Podium shall have a basement underneath the Podium Land ("**Podium Basement**") which shall, among others, be used for providing car parking spaces, out of which 486 number of car parking spaces shall be reserved for the allottees of the Phase I Project and the rest shall be reserved for the allottees of the Future Development Zone Project(s). The location of the car parking spaces reserved for the allottees of the Phase I Project in the Podium Basement are depicted on the map/plan annexed herein as **Annexure C** and bordered thereon in **PINK** and location of the car parking spaces reserved for the allottees of the Future Development Zone Project(s) in the Podium Basement are depicted on the map/plan annexed herein as **Annexure C** and bordered thereon in **BLUE**. The Podium Basement shall also be used for the installation of equipment and service installations for the common use and enjoyment of all the allottees of the Complex.
- (iii) **Greenbelt:** The periphery of the Complex shall be surrounded by green landscapes, hardscapes and will contain such other amenities and facilities and service installations as more fully described in **Part V of Schedule C ("Greenbelt")**. The Greenbelt shall be created on 1.82 acres of land out of the Complex Shared Land more fully described

in **Part VI** of **Schedule B** and depicted on the map/plan annexed as **Annexure B** and bordered thereon in **PURPLE** ("**Greenbelt Land**"). The landscapes, amenities and facilities described from 1 to 8 in **Part V** of **Schedule C** shall be completed with the completion of Phase I Project and the amenities and facilities described from 9 to 15 in **Part V** of **Schedule C** shall be completed with the completion of the last of the Phases of Future Development Zone Project(s).

- (iv) **Driveway:** The contours of the Complex shall be surrounded by driveway (including the fire driveway) running through the Larger Land being the designated entry and exit route for common use of both the Phases.
 - (v) **Club:** Out of the Complex Shared Land the Promoter has earmarked lands admeasuring 0.26 acra (more or less) ("**Club Land**") to construct and develop a club to be known as **CLUB INSPIRE** having basement, ground and upper floors for the exclusive use and enjoyment of the allottees/owners/lawful occupiers of the Complex. The Club shall comprise of various amenities as provided in **Part VI** of **Schedule C** herein, out of which the amenities described from serial numbers 1 to 12 in **Part VI** of **Schedule C** shall be constructed and completed with the completion of the Phase I Project and the amenities described from serial numbers 13 to 14 in **Part VI** of **Schedule C** shall be constructed and completed with the completion of the last of the Phases of the Future Development Zone Project(s). The Club shall be available for use of all the allottees of the Complex, including the Allottee, 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.
 - (vi) **Club Basement:** The Club shall have a basement underneath the Club Land ("**Club Basement**") which shall have an indoor badminton court, a squash court and a store room (for the exclusive use of the Club).
- E. In pursuance of the Development Agreement, the Owners through the Promoter got sanctioned a single integrated layout plan for the Complex as was approved by Bidhannagar Municipal Corporation vide its order dated 18.04.2024 ("**Master Plan**"). The Allottee agrees acknowledges and conforms that the Promoter shall be at liberty to make alterations in the Master Plan without causing any prejudice to the allottees of the Phase I Project. Pursuant to the Master Plan, the Promoter had applied for and obtained sanction of the building plan vide Building Permit No. SWS-OBPAS-2109-2024-0084 dated 18.04.2024 from Bidhannagar Municipal Corporation and further the Promoter has received the approval from commencement of construction vide [] (collectively the "**Project Plans**") for undertaking construction of the Project. The Promoter agrees and undertakes that it shall not make any changes to the Project Plans except in strict compliance with Section 14 of the Act and other laws as applicable
- F. The Promoter has registered the Phase I Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 on [] under Registration No. WBRERA/P/NOR/2025/000000 by the West Bengal Real Estate Regulatory Authority ("**WBRERA**").
- G. 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 have been completed.

H. The Allottee has applied for a residential apartment in the Project vide Application No [] dated [] and has been allotted (i) **All That** residential apartment no [] having carpet area of [] square metre (equivalent to [] square feet) along with an exclusive balcony area of [] square metre (equivalent to [] square feet) and an exclusive open terrace area of [] square metre (equivalent to [] square feet) appurtenant to the carpet area of the residential apartment corresponding to a built up area of [] square metre (equivalent to [] square feet) and corresponding super built up area of [] square metre (equivalent to [] square feet) and along with an exclusive utility room area of [] square metre (equivalent to [] square feet) located on the [] floor in Tower No. [] ("**Tower/Wing**") of the Project (hereinafter referred to and identified as the "**Apartment**", more fully described in **Part I of Schedule D** hereto) having the specifications specified in **Part III of Schedule D** hereto; (ii) **Together With** [] ([]) number of mechanical covered car/covered car parking space(s) ("**Parking Space**") in [] having area of [] square metre (equivalent to [] square feet) (more fully described in **Part II of Schedule D** hereto and depicted on the map/plan annexed as **Annexure D** and bordered in **RED**); (iii) **Together With** the perpetual non-exclusive right to use the Tower Common Areas with the allottees/owners/lawful occupants of the Tower; (iv) **Together With** the perpetual non-exclusive right to use the Phase I Common Areas with the allottees/owners/lawful occupants of the Project; and (v) **Together With** the perpetual non-exclusive right to use the Complex Shared Common Areas in common with all the allottees/owners/lawful occupants of the Complex, subject to the terms mentioned herein, hereinafter collectively referred to as "**Apartment And Properties Appurtenant Thereto**". The Apartment and the exclusive open terrace /balcony appurtenant to the carpet area of the Apartment are delineated in GREEN border on the map/plan annexed hereto and marked as Annexure D.

(For the sake of clarity, the Tower Common Areas, the Phase I Common Areas and the Complex Shared Common Areas are collectively referred to as the "**Common Areas**" wherever the context so requires in this Agreement)

- I. By a provisional allotment letter dated [] ("**Allotment Letter**") the Promoter has allotted the Apartment together with the Parking Space(s) and the Purchaser has agreed to accept such allotment for the Total Price (as defined under clause 1.2 below) subject to the terms and conditions mentioned therein.
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. 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.
- L. 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.
- M. 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 Apartment and the Allottee hereby agrees to take purchase of the Apartment 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 Apartment And Properties Appurtenant Thereto all as specified in paragraph H of the recitals hereinabove.
- 1.2. The Total Price for the Apartment based on the carpet area thereof is INR [___] (Rupees [___]) only (“**Total Price**”), the break-up and description of which is as provided herein below:

Apartment no. [●] Type [●] Floor [●]	
Break up of Total Price	
Cost Head	Price (in Rupees)
Cost of Apartment	
Cost of Parking space (s)	
Cost of Utility Room	
Unit price excluding taxes	
Break-up of extras & deposits:	
Phase I Common Area Maintenance Charges [as per Clause 11.3]	
Complex Shared Common Area Maintenance Charges [as per Clause 11.3]	
Maintenance Security Deposit [as per Clause 11.7]	
Maintenance Corpus/Sinking Fund [as per Clause 11.8]	
Transformer charges [as per Clause 40.11(iii)]	
Documentation Charges [as per clause 39]	
DG Charges [as per Clause 40.11(iv)]	
Club Development Charges [as per clause [●]]	
Association charges	
Total Extras & Deposits	
Total Price excluding Taxes/GST	
Taxes/GST on Unit Price	
Taxes/GST on Extras & Deposits	
Total Price including Taxes/GST	

Explanation:

- (i) *The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment And Properties Appurtenant Thereto;*
- (ii) *The Total Price above includes Extra Charges, Deposits, taxes (consisting of tax paid or payable by way of G.S.T., C.G.S.T, if any as per Applicable Law, and cess*

or any other similar taxes and levies which may be levied, in connection with the construction of the First Phase of the Project, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and/or the execution of the deed of conveyance, whichever is earlier.

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee the amount of the installments of the Total Price payable as stated in (i) above and the Allottee shall make the payment demanded within 30 (thirty) days from the date of such written intimation. 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 Apartment And Properties Appurtenant Thereto includes (1) pro rata shares in the Common Areas; and (2) the Parking Space(s) allotted to the Allottee and as provided in the Agreement.*

- 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 **Schedule E** (hereinafter referred to as the **“PAYMENT PLAN”**).
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at such rate of [] % 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, subject to Clause 41, 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 Apartment And Properties Appurtenant Thereto 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 Tower is complete and the completion certificate/occupancy 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 of the Apartment 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 the 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 this Agreement.

- 1.8. Subject to clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment Together with exclusive right to park vehicles in designated car parking spaces;
 - (ii) The Allottee shall have the perpetual non-exclusive right to use the Tower Common Areas in common with the other allottees of the Tower;
 - (iii) The Allottee shall have the perpetual non-exclusive right to use the Phase I Common Areas in common with the other allottees of the Phase I Project;
 - (iv) The Allottee shall have the perpetual non-exclusive right to use the Complex Shared Common Areas in common with the other allottees of the Complex;
 - (v) Since the share or interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall have exclusive use of the Common Areas along with the other allottees/ occupants, maintenance staff etc. of the Tower, Project and Complex, as the case may be, without causing any inconvenience or hindrance to them. 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(s) of allottees as provided in the Act in terms of this Agreement. .
 - (vi) That the computation of the Total Price in respect of the Apartment And Properties Appurtenant Thereto includes recovery of price of the appertaining land, construction of not only the Apartment but also proportionately the Common Areas, Parking Space, internal development charges as per agreed specifications, external development charges as per agreed specification, taxes, cost of providing up to the Apartment And Properties Appurtenant Thereto with the electrical connectivity, water line and plumbing, drainage, sewerage, sanitation system, organized open space, if any, including landscaping in the Common Areas, maintenance charges (for the period specified hereunder) and includes cost of all other facilities and amenities, if any, provided within the Apartment and/or the Project and/or the Complex and any other charges/ deposits etc. more particularly mentioned in Clause 1.2 above.
- 1.9. It is made clear by the Promoter and the Allottee agrees that the Apartment along with Parking Space shall be treated as a single indivisible unit for all purposes. Unless stated otherwise, it is agreed that the Project is an independent, self-contained project and more

phases shall be developed on the Larger Land and the Project 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. It is clarified that the Phase I Common Areas shall be available only for use and enjoyment of the allottees of the Project.

- 1.10. It is understood by the Allottee that the Complex Shared Common Areas, and the Future Development Zone Land shall not form a part of the declaration with respect to the Project 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 Apartment And Properties Appurtenant Thereto to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land revenue, 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 Apartment And Properties Appurtenant Thereto to the Allottee, the Promoter agrees to be liable, even after the transfer of the Apartment And Properties Appurtenant Thereto, 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 of Rs. [__] (Rupees [__]) only equivalent to [__]% of the Total Price plus applicable taxes as booking amount (**Booking Amount**) being part payment towards the Total Price of the Apartment And Properties Appurtenant Thereto on or before the execution of this Agreement, the receipt to which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the balance of the Total Price of the Apartment And Properties Appurtenant Thereto as prescribed in the Payment Plan mentioned in **Schedule E** 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 the Promoter abiding by the construction milestones, the Allottee shall make all payments, whether demanded by the Promoter or not, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheques/demand drafts/banker's cheques payable at Kolkata or through RTGS/online payment (as applicable) in favour of the Promoter as per the bank account details provided herein below:

Beneficiary Name:

Bank:

Account No.:

Branch:

IFSC Code:

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall intimate the same in writing to the Promoter and be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ("FEMA"), Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment for sale/transfer of immovable properties in India etc. and provide the Promoter with necessary declarations, documents, permissions, approvals, etc. any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of FEMA or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law and in any event in Indian National Rupees only. The Allottee understands and agrees that in the event of any failure on his/her/their/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the FEMA 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 any Allottee and such third party shall not have any right in the application/allotment of the Apartment applied for herein in any way and the Promoter shall issue 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 Apartment And Properties Appurtenant Thereto, if any, in his/her/its name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

Time is of the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration including extension, if any, with the Authority and towards handing over the Apartment And Properties Appurtenant Thereto to the Allottee, the Common Areas to the Association(s), 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. 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 F ("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT / THE APARTMENT:

The Allottee has seen the proposed layout plan of the Apartment and proposed,

specifications, amenities and facilities in respect of the Apartment and accepted the payment plan and the specifications, amenities and facilities which has 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 the 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 APARTMENT:

- 7.1. **Schedule for possession of the Apartment:** The Promoter agree and understand that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved Sanctioned Plan and specifications, assures to hand over possession of the Apartment on **31 August 2031** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**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 the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee within 45 (forty-five) days from that date. After refund of the money paid by the Allottee agrees that he/she/they/it shall not have any rights, claims, etc. against the Promoter and that the Promoter shall be released and discharged from all their obligations and liabilities under this Agreement.
- 7.2. **Procedure for taking possession:** The Promoter, upon obtaining the occupancy certificate from the Competent Authority(ies) shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken by the Allottee within 3 (Three) months from the date of issue of such notice ("**Possession Date**") and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, agrees to pay the maintenance charges as determined by the Promoter/association, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 (Fifteen) days of receiving the occupancy certificate of the Project.
- 7.3. **Failure of Allottee to take possession of the Apartment:** Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall be deemed to have taken possession of the Apartment on and from the Possession Date (**Deemed Date of Possession**) and shall continue to be liable to pay maintenance charges, as applicable.
- 7.4. **Possession by the Allottee:** After obtaining the occupancy certificate and handing over

physical possession of the apartments to the allottees, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas to the association, as per the local laws.

- 7.5. **Cancellation by Allottee:** The Allottee shall have the right to cancel/withdraw his/ her/ its 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, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation.

- 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, 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 fail to complete or are unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Owners have absolute, clear and marketable title with respect to the Phase I Land;
- (ii) The Promoter has requisite rights to carry out development upon the said Phase I Land and absolute, actual, physical and legal possession of the said Phase I Land for the Project;
- (iii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iv) There are no encumbrances upon the Phase I Land and the Project;
- (v) There are no litigations pending before any Court of law with respect to the Phase I Land, the Project or the Apartment;
- (vi) All approvals, licenses and permits issued by the competent authorities with

respect to the Project, said Phase I Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Phase I Land, the Apartment and the Common Areas;

- (vii) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee agreed to be created herein, may prejudicially be affected;
- (viii) 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 Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (ix) The Owners/Promoter confirms that the Owners/Promoter are not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement;
- (x) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Tower Common Areas and Project Common Areas to the Association;
- (xi) The Phase I 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 Phase I Land.
- (xii) The 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 competent authorities;
- (xiii) 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 Phase I Land and/or the Project.
- (xiv) That the Phase I Land is not a Wakf Property.
- (xv) The representations and warranties contained in sub-clauses (i) and (iv) above are subject to and qualified by the proposed gift of the Sub-Station Land in favour of WBSEDCL and the grant of the WBSEDCL Access Right as disclosed in Recital A(ii) and more fully set out in Clause 39 of this Agreement. The Allottee acknowledges that such gift and access right do not constitute a breach of any representation or warranty given by the Owners or the Promoter under this Clause 8.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure events, the Promoter shall be considered under a condition of default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 7.1. For the purpose of this clause 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

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

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

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he/her/it shall be paid, by the Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

- (i) In case the Allottee fails to make payments for 2 (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 at the rate specified in the Rules.
- (ii) In case of default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment/Agreement of the Apartment in favour of the Allottee and refund the money paid to the Promoter by the Allottee by deducting the Booking Amount, the interest liabilities and applicable statutory taxes, if any, and this Agreement shall thereupon stand terminated.

10. DEED OF CONVEYANCE OF THE APARTMENT:

The Promoter, on receipt of complete amount of Total Price of the Apartment And Properties Appurtenant under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the

period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her/its favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE APARTMENT/ PROJECT:

- 11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of the allottees. The cost of such maintenance has been included, to the extent specified in clauses below, in the Total Price of the Apartment. Without prejudice to the generality of the foregoing, the Allottee agrees with the clauses below.
- 11.2 **Aggregate Maintenance Charges:** The Allottee's liability to pay maintenance charges shall comprise payment of the Phase I Common Area Maintenance Charges (*defined in clause 11.3*) and the Complex Shared Common Area Maintenance Charges (*defined in clause 11.4*) (collectively, the "**Aggregate Maintenance Charges**").
- 11.3 **Phase I Common Area Maintenance Charges:** The Allottee shall pay in advance to the Promoter (including any agency nominated by it) or to the Phase I Association, as the case may be, such charges at such rate as may be decided by the Promoter/ Phase I Association from time to time by the 7th (seventh) of each month in advance without any abatement ("**Phase I Common Area Maintenance Charges**") for the maintenance and management of the Tower Common Areas and the Phase I Common Areas. The Phase I Common Area Maintenance Charges shall remain liable to increase from time to time by the Promoter/ Phase I Association. So long as the Phase I Association is not formed the maintenance activities of the Phase I Common Areas will be operated solely by the Promoter or its nominated agency on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance. The Phase I Common Area Maintenance Charges (calculated at the rate of Rs [___]/ (Rupees [___]) per square feet of super built-up area of the Apartment) for a period of 1 (one) year from the Deemed Date of Possession (*defined in Clause 7.3*) of the Apartment is included in the Total Price of the Apartment. After the expiry of the said 1 (one) year period, the Allottee shall be liable to pay the monthly Phase I Common Area Maintenance Charges to the Promoter or it's nominated agency (ies) or to the Phase I Association, as the case may be, by the 7th (seventh) day of each month in advance without any demur and delay. Till the handover of the maintenance of the Phase I Common Areas to the Phase I Association, the Promoter shall be liable to collect the Phase I Common Area Maintenance Charges. For the purposes of this clause, it is hereby clarified that the Phase I Common Area Maintenance Charges shall constitute [___]% of the Aggregate Maintenance Charges to be collected from the allottees.
- 11.4 **Complex Shared Common Area Maintenance Charges:** The Allottee shall pay in advance to the Promoter (including any agency nominated by it) or to the Complex Association, as the case may be, such charges at such rate as may be decided by the Promoter/Complex Association from time to time by the 7th (seventh) of each month in advance without any abatement ("**Complex Shared Common Area Maintenance Charges**") for the maintenance of the Complex Shared Common Areas. The Complex Shared Common Area Maintenance Charges shall remain liable to increase from time to time by the Promoter/Complex Association. So long as the maintenance of the Complex

Shared Common Areas are not handed over to the Complex Association, the maintenance activities will be operated by the Promoter or its nominated agency on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance. The Complex Shared Common Area Maintenance Charges (calculated at the rate of Rs [__]/ (Rupees [__]) per square feet of super built-up area of the Apartment) for a period of 1 (one) year from the Deemed Date of Possession of the Apartment is included in the Total Price of the Apartment. After the expiry of the said 1 (one) year period, the Allottee shall be liable to pay the monthly Complex Shared Common Area Maintenance Charges to the Promoter or its nominated agency (ies) or to the Complex Association, as the case may be, by the 7th (seventh) day of each month in advance without any demur and delay. The Phase I Association shall be liable to collect the proportionate Complex Shared Common Area Maintenance Charges from the allottees of the Phase I Project and handover/pass on the same to the Promoter or its nominated agency or to the Complex Association, as the case may be. For the purposes of this clause, the expression 'proportionate Complex Shared Common Area Maintenance Charges' shall mean [__]% of the Aggregate Maintenance Charges to be collected from all the allottees. All costs and expenses towards the Complex Shared Common Area Maintenance Charges shall be borne and paid by the Phase I Association and the association(s) to be formed for Future Development Zone Project(s) in such proportion as the aggregate carpet area of a Phase concerned bears to the aggregate carpet area of all the Phases together.

- 11.5 The Total Price is inclusive of the Aggregate Maintenance Charges for a period of 1 (one) year from the Deemed Date of Possession of the Apartment. These charges, although forming part of the Total Price of the Apartment, shall be collected by the Promoter solely for the purpose of upkeep, security, management and maintenance of the Common Areas and fixtures, fittings and all other installations thereat intended for common use, and providing and maintaining the essential services, on reasonable charges, till the taking over of the maintenance of (i) the Towers and the Project by the Phase I Association; and (ii) the Complex Shared Common Areas by the Complex Association. The computation/calculation of maintenance charge(s) as mentioned in the Total Price is based on the Consumer Price Index (CPI) published by Central Statistics Office (CSO) (Ministry of Statistics and Programme Implementation) assuming that the relevant association(s) of allottees shall be formed and maintenance and management of the Common Areas will be taken over by the allottees within a period of 1 (one) year from the date of receipt of the completion certificate or partial completion certificate, as the case may be, of the last of the Phases of the Future Development Zone Project(s).
- 11.6 **Consequences of non-payment:** Till such time the respective Associations have taken over maintenance and management of the Common Areas, failure to pay the monthly Aggregate Maintenance Charges (for the respective Common Areas), electricity charges, diesel generator set usage charges and monthly subscription of the Club within due dates may result in withdrawal or restrictions or disconnections or discontinuation of the respective services to the Allottee and will make the Allottee liable to pay interest at the rate of 2% (two percent) per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.
- 11.7 **Advance Aggregate Maintenance Charges:** On or before taking over the possession of the Apartment, the Allottee shall pay to the Promoter an advance amount calculated on the basis of the Aggregate Maintenance Charges payable by the Allottee for a period of 1 (one) year, which has been included in the Total Price of the Apartment herein ("**Advance Aggregate Maintenance Charges**"). At the time of taking over of management and

maintenance of the respective Common Areas by the respective Association(s) in terms of this Agreement, the same shall be handed over by the Promoter to the concerned Association in a fair and equitable manner; provided however, prior to handing over the Advance Aggregate Maintenance Charges to the respective Associations, the Promoter shall be fully entitled and the Allottee hereby authorises the Promoter to deduct any/all amount of expenditure made by it towards the management, maintenance, upkeep and security of the Common Areas out of deposits as well as the non-receipt of any Phase I Common Area Maintenance Charges and/or the Complex Shared Common Area Maintenance Charges from the Allottee and the Promoter shall be liable to give due account of such deductions to the respective Associations.

11.8 **Maintenance Corpus/Sinking Fund:** On or before taking over the possession of the Apartment, the Allottee shall pay to the Promoter an amount for creation of maintenance corpus/ sinking fund for, among others, major repairs, renovation and/or reconstruction of the Common Areas ("**Maintenance Corpus/ Sinking Fund**") which has been included in the Total Price of the Apartment herein. All tax liabilities on account of Maintenance corpus/Sinking Fund shall be borne by the Allottee. The Maintenance Corpus/Sinking Fund shall be held, invested and applied by the Promoter as a trustee of the allottees of the Complex without requiring the express consent or approval. This Maintenance Corpus/Sinking Fund together with accruals thereon (net of Income Tax) will be handed over in an fair and equitable manner to the concerned Associations at the time of taking over maintenance and management of the respective Common Areas by the respective Associations in terms of this Agreement, subject to adjustment/recovery of any expenses incurred by the Promoter on account of major repairs, renovation and/or reconstruction of any of the Common Areas.

11.9 All deposits of whatsoever nature made or to be made by the Allottee pursuant to or in terms of this Agreement are in the nature of transferable deposits and / or fund, which shall be held by the Promoter, free of interest and shall be made over by the Promoter to the relevant Association after its formation, subject to deductions, if any, as ascertained by the Promoter.

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this 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 handover of possession of the Apartment, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. **RIGHT OF ALLOTTEE TO USE COMMON AREAS SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:**

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges specified in clause 11, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) in terms of clause 11 and performance by the Allottee of all his/her

obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Maintenance Company/association shall have rights of unrestricted access of the Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter and/or Maintenance Company and/or Association to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Basement and Service Areas: The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking space and services including but not limited to electric sub-station, transformer, DG set rooms underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans (“**Service Areas**”). The Allottee shall not be permitted to use the Services Areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Maintenance Company/Promoter/Association for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any signboard / nameplate, neon light, publicity material or advertisement material etc. on the face / facade of the Tower or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Tower. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Allottee is entering into this Agreement for the allotment of the Apartment 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 Apartment, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Apartment at its/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, save and except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

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. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If 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 to appear before the concerned Registrar/Sub-Registrar/ registrar of Assurance 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, shall be treated as cancellation of this Agreement by the Allottee without any default of the Promoter and in such case the provision of Clause 7.5 regarding termination, forfeiture and refund shall be applicable. It is made clear that in such case the Allottee shall not be entitled to 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 Apartment And Properties Appurtenant Thereto.

23. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment And Properties Appurtenant Thereto and the First Phase of 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 Apartment And Properties Appurtenant Thereto for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan (**Schedule F**) 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.

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

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THIS 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 Apartment bears to the total carpet area of all the Apartments in the Project.

28. FURTHER ASSURANCES:

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

perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION:

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

30. NOTICES:

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

For the Allottee:

Name:

Address:

Contact No.:

For the Owners:

Name:

Address:

For the Promoter:

Name:

Address:

It shall be the duty of the Allottee, the Owner 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 Owners, Promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEES:

That in case there are joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her/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 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.

34. ADDITIONAL TERMS

The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder from this clause 34 onwards (“**Additional Terms**”). 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 (“**Standard Terms**”). The Additional Terms either seek to clarify further the Standard Terms or make fair disclosure of the relevant, consequential and/or additional binding rights and obligations of the Promoter and the Allottee which shall apply in addition to the Standard Terms. If relating to a subject matter there arises any inconsistency between the Standard Terms and the Additional Terms, both the terms should be read harmoniously and in a way that allows them to coexist and be given effect, rather than rendering one provision redundant or ineffective.

35. RECITALS INTEGRAL PART

The recitals of this Agreement form an integral part of this Agreement.

36. CAR PARKING SPACES IN BASEMENTS

- 36.1 With respect to paragraphs C(ii), C(iii) and D(ii) of the recitals, it is clarified that the exclusive right to park vehicles in designated car parking spaces (“**Parking Spaces**”) in the Phase I Basement and the Podium Basement (collectively, the “**Basements**”) have been granted by the Promoter under this Agreement for facilitating the smooth functioning and beneficial use and enjoyment of Parking Spaces. The Allottee understands and agrees that in the absence of such earmarking of Parking Spaces, the use of the Parking Spaces would result in disharmony and periodical disputes amongst the allottees/lawful occupants of the various apartments in the Project. In view of the same the Allottee shall be deemed to have irrevocably authorized the Promoter to earmark Parking Spaces to the allottees at the sole discretion of the Promoter in the mutual interest of one and all in order to maintain peace, cordiality and harmony amongst the allottees of the Project. The Promoter, however, while allotting Parking Spaces in the Basement, will allot Parking Space to an allottee on first-come-first-served basis. The Allottee agrees acknowledges and understands that during construction phase of the Project, the location of the allotted Parking Space might get altered for reasons beyond the control of the Promoter and as such the Parking Space allotted to the Allottee under this Agreement as described in paragraph H of the recitals shall for all purposes remain provisional and shall be finalised on or before handing over of the possession of the Apartment to the Allottee. The Allottee further declares that the Allottee shall be bound by such earmarking of Parking Spaces and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto. The Allottee shall not have the right to put up any construction in the Parking Spaces or enclose the same or use/convert it for any purpose other than as for parking of vehicles at the designated space more fully described in paragraph H of the recitals. The Allottee on earmarking of the Parking Spaces by the Promoter, shall not have any such power or authority to transfer the same separately other than with the Apartment allotted. In case of transfer of Apartment by the Allottee, the exclusive parking right in

respect of the designated Parking Space shall stand automatically transferred along with the Apartment.

36.2 Retention and Allocation of Unallotted Parking Spaces

The Allottee acknowledges and agrees that if any car parking spaces which remain unallotted to any of the Allottees of the Project (“**Unallotted Parking**”), shall be retained exclusively by the Promoter as the property of the Promoter. The Promoter shall have the absolute right, title, and authority to hold, retain, manage, deal with, allot, transfer, lease, or sell such Unallotted Parking, at its sole discretion, to any allottees within the Project, or to any allottees in Future Development Zone Project(s), on such terms and conditions as it may deem fit without having any obligations to grant any preference to allottees of any of the Phases. The Allottee expressly agrees that he shall have no claim, right, or objection of any nature whatsoever in respect of such Unallotted Parking or the Promoter’s exercise of its rights in relation thereto. The Promoter shall not be under any obligation to allot or assign any of the Unallotted Parking to the Allottee, unless the same has been specifically agreed to in writing and paid for separately by the Allottee. It is further clarified that the right to use or occupy any parking space shall not be deemed to form part of the Apartment unless such right is expressly conveyed under this Agreement. This provision shall survive the execution of this Agreement and the conveyance of the Apartment to the Allottee and Common Areas to the relevant Association, and shall be binding upon the Allottee, his heirs, successors, legal representatives, and assigns.

36.3 Allotment of parking spaces in Future Development Zone

In the event an allottee of the Phase I Project, including the Allottee, applies for an additional car parking space and by that time the car parking spaces available in the Phase I Project stand exhausted by virtue of allotment to the allottees of the Phase I Project, the Promoter shall have the right but not the obligation to allot such additional car parking space to the allottee concerned out of the car parking spaces, if any, available in the Future Development Zone without however compromising with the rights, if any, of the allottees of the Future Development Zone.

37. RIGHT IN COMPLEX SHARED COMMON AREAS

With respect to paragraph D of the recitals, it is clarified that the allottees of both Phase I Project and Future Development Zone Project(s) shall have common perpetual non-exclusive right to use the Complex Shared Common Areas and none of the Phases shall have the right to claim any exclusivity thereof.

38. THE CLUB

38.1 With respect to paragraph D(v) of the recitals, the Allottee agrees acknowledges and understands the provisions contained below.

38.2 The Club shall be known as “CLUB INSPIRE” and the Promoter will be developing the Club for use of all the allottees/owners/lawful occupants of the Complex. The Club forms part of the Complex Shared Common Areas. The Total Price includes a sum of Rs [___]/- lumpsum as the Club Development Charges. The Allottee will be entitled to use the Club after full and final payment of the Total Price is done by the Allottee. Till such time the Complex Shared Common Areas are taken over by the Complex Association (*defined in*

clause [__]), the Club shall be managed by the Promoter either by itself or through its nominee(s). Membership of the Club shall be mandatory and compulsory for all the allottees of the Project and the Complex.

- 38.3 The Allottee, his/her spouse and dependent children shall be entitled use the Club facilities. The tenant or lessee or licensee/ or lawful occupant of the Allottee may use the Club facilities on written confirmation of the Allottee and on payment of monthly subscription only. The Allottee may also request for additional membership for family members, other than spouse and dependent children of the Allottee who is/are lawful occupant(s) of the Apartment (“**Additional Member**”) which may be permitted by the Promoter/Complex Association, subject to confirmation from the Allottee and on payment of the additional membership charges as may be decided by the Promoter or the Complex Association, as the case may be.
- 38.4 The allottees under the category of a body corporate or a partnership firm or a HUF or any other association of persons will be required to nominate the occupier of their allotted Apartments as the member of the Club.
- 38.5 Some of the facilities at the Club shall be available to the allottees on “pay by use” basis. If the allottees bring guests to use the Club facilities, they will be required to pay additional guest charges, and this will be governed by the rules and regulations of the Club.
- 38.6 In case the Apartment is transferred by the Allottee, the membership of the Club will automatically stand transferred to the transferee of the Apartment and the transferor and any Additional Member(s), approved/ confirmed user by the said transferor will automatically cease to be member/Additional Member(s) of the Club. In case, the member becomes bankrupt or insolvent, or makes any compromise arrangement with his creditors, or does or suffers any act or thing whereby the member becomes liable to the provisions of bankruptcy or insolvency laws for the time being in force, or have been adjudged bankrupt or insolvent, the Club membership would cease to exist.
- 38.7 Detailed terms and conditions of the Club membership, different charges and rules and regulations governing the usage of the Club will be formulated in due course and circulated to all the members and the same will be binding on all the members (including Additional Members). After the Complex Shared Common Areas of the Complex are handed over to the Complex Association, the Complex Association may adopt the rules and the bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Complex Association.

39. SUB-STATION LAND AND WBSEDCL ACCESS

- 39.1 With respect to Recital A(ii), the Allottee acknowledges and agrees as follows:
- (a) the Sub-Station Land shall, upon execution and registration of the gift deed in favour of WBSEDCL, stand excluded from the Larger Land and shall not form part of the Phase I Land, the Future Development Zone Land, the Complex Shared Land or any Common Areas;
 - (b) the Sub-Station may be used by WBSEDCL for public utility purposes and its usage shall not be restricted to the Complex or the Project;

- (c) the Owners and/or the Promoter shall be entitled to execute the gift deed and all ancillary documents in favour of WBSEDCL without requiring any further consent, approval or no-objection from the Allottee or any Association;
- (d) the Total Price payable by the Allottee shall not be subject to any adjustment, reduction, compensation or refund on account of the gift of the Sub-Station Land or the establishment of the Sub-Station; and
- (e) the Allottee shall have no right, claim or objection of any nature whatsoever in respect of the gift of the Sub-Station Land or the use, operation and maintenance of the Sub-Station by WBSEDCL or any other agency.

39.2 WBSEDCL, its officers, employees, agents, contractors and authorised representatives ("WBSEDCL Personnel") shall have the perpetual, irrevocable and unrestricted right of access, ingress and egress through the Complex, including over and through the driveways, internal roads, paths and passages forming part of the Complex Shared Common Areas, for the purpose of construction, operation, repair, maintenance, replacement and decommissioning of the Sub-Station and all associated equipment and infrastructure ("WBSEDCL Access Right").

39.3 The WBSEDCL Access Right shall:

- (a) be in the nature of an easement appurtenant to the Sub-Station Land and shall run with the land in perpetuity;
- (b) survive the execution and registration of the deed(s) of conveyance and the formation of the Associations;
- (c) be binding upon the Allottee, the Phase I Association, the Complex Association and all future allottees, transferees, successors-in-interest and assigns; and
- (d) not be capable of being revoked, restricted, obstructed or denied by the Allottee or any Association.

39.4 The Owners and/or the Promoter shall be entitled to execute, grant and register such easement deed, right of way deed or other instrument in favour of WBSEDCL as may be necessary to formalise the WBSEDCL Access Right without requiring any further consent, approval or no-objection from the Allottee or any Association. The Allottee hereby irrevocably authorises the Promoter to execute such instruments on behalf of the Allottee, if required.

40. OFFICE SPACES IN TOWER 5

The Allottee acknowledges that Tower 5 of the Phase I Project contains 4 (four) office spaces as per the sanctioned plan. The Allottee agrees and understands that:

- 40.1 the office spaces do not form part of the residential component of the Phase I Project and shall be sold, leased or otherwise dealt with by the Promoter separately;
- 40.2 the allottees/occupants of the office spaces shall be entitled to use the Tower Common Areas of Tower 5, the Phase I Common Areas and the Complex Shared Common Areas (including the Club) in common with all allottees/owners/lawful occupants of the Tower, the Project and the Complex respectively, on the same terms and conditions as the residential allottees, and the Allottee shall have no objection to the same;

- 40.3 the maintenance charges in respect of the office spaces shall be apportioned on the basis of carpet area in the same manner as residential apartments, and the allottees/occupants of the office spaces shall contribute proportionately to the Aggregate Maintenance Charges; and
- 40.4 the Promoter shall ensure that the use and occupation of the office spaces shall be in compliance with all applicable laws and the sanctioned plan.

41 DOCUMENTATION

With respect to clause 1.2, the Allottee will be required to pay to the Promoter Rs [___] (Rupees [___]) as the charges for documentation. The documentation charges will be part of the Total Price as mentioned in the clause 1.2 hereto.

The deed of conveyance and all other papers and documents in respect of the Apartment and the Project shall be prepared and finalized by the Advocate(s) appointed by the Promoter and the Allottee has agreed and undertaken to accept and execute the same within 15 (fifteen) days of being required by the Promoters after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Promoters may suffer.

42 ASSOCIATIONS

- 42.1 With respect to clauses 1.8(vi), 1.10, 8(x), 11, 13 and 20 above, the Allottee agrees acknowledges and understands the provisions contained below.
- 42.2 The Phase I Association (*defined below*), the FDZ Association (*defined below*) and the Complex Association (*defined below*) are collectively referred to as the "**Associations**" in this Agreement, unless repugnant to the context.
- 42.3 **Phase I Association:** After obtaining the completion certificate or partial completion certificate in respect of the Project, as the case may be, from the competent authority and upon formation of an association of the allottees of the Project ("**Phase I Association**") in accordance with the provisions of the Act and/or any other applicable local law, the Promoter shall transfer the Tower Common Areas and the Phase I Common Areas to the Phase I Association along with the responsibility to manage and maintain such Tower Common Areas and the Phase I Common Areas.
- 42.4 **FDZ Phase Wise Association(s):** All the allottees of each of the Phases in the proposed Future Development Zone Project(s) ("**FDZ Phase Wise Associations**") shall form one association each upon completion of the particular Phase in accordance with the provisions of the Act and/or any other applicable local law. Upon formation of each of the Phases, the Promoter shall transfer the common areas relating to that particular Phase to the relevant FDZ Phase Wise Association along with the responsibility to manage and maintain the respective common areas.
- 42.5 **Complex Association:** The associations of allottees of each of the Phases of the Complex, i.e., the Phase I Association and the FDZ Phase Wise Association(s), and/or the all the allottees of the Complex, as the case may be, shall form a confederation of associations in accordance with the provisions of the Act and/or any other applicable local law ("**Complex Association**"). Upon formation of the Complex Association, the Promoter shall transfer the Complex Shared Common Areas to the Complex Association along with the

responsibility to manage and maintain the same. It is clarified that the Complex Association shall be formed, and the Complex Shared Common Areas shall be transferred to the Complex Association only after a date falling after the completion of the entire Complex. All costs and expenses towards maintenance of the Complex Shared Common Areas shall be borne and paid by the Phase I Association and the FDZ Phase Wise Association(s) respectively in the ratio of []:[] which is the ratio of the built-up area of the Phase I Project and the built-up area of the Future Development Zone Project(s) with respect to the aggregate built-up area of the Complex; provided that if such Complex Association cannot be formed due to reasons not attributable to the Promoter, the Complex Shared Common Areas shall then, at the discretion of the Promoter, be transferred to each of the Phase I Association and the FDZ Phase Wise Association(s) jointly along with the responsibility to manage and maintain such Complex Shared Common Areas and thereafter the said Phase I Association and the FDZ Phase Wise Association(s) shall jointly takeover the management and maintenance of the Complex Shared Common Areas.

Provided further that the Complex Association (and, pending its formation, the Phase I Association and each FDZ Phase Wise Association) shall be bound to honour, maintain and not obstruct, restrict or deny the WBSEDCL Access Right as disclosed in Recital A(ii) and more fully set out in Clause [] of this Agreement, and shall incorporate the said obligation in its bye-laws, rules and regulations. Any act or omission of the Complex Association or any Association in derogation of the WBSEDCL Access Right shall be deemed to be in breach of this Agreement.

- 42.6 The Promoter shall at an appropriate time within a maximum period of 2 years from the date of completion certificate or partial completion certificate, as the case may be, of the last of the Towers comprised in the Phase I Project and the last of the Towers comprised in the last of the Future Development Zone(s)Project(s), shall notify the scheme of formation of the Phase I Association, FDZ Phase Wise Association(s) and the Complex Association in accordance with the provisions of the Act and/or any other applicable local law so as to enable them to constitute/ form such Associations. The Allottee shall execute the necessary Declaration(s) in Form-A under the West Bengal Apartment Ownership Act, 1972, to enable the formation of the Associations either by himself, or through a Power of Attorney holder, when called upon to do so by the Promoter.
- 42.7 The Promoter shall be responsible to provide and maintain essential services of the Project and the Complex till the taking over of the maintenance of the Project by the Phase I Association and the Complex Association.
- 42.8 All papers and documents relating to the formation of the Associations shall be prepared and finalized by the Promoter and the Allottee hereby consents to accept and sign the same.
- 42.9 The employees of the maintenance agency, if any, for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers, etc. shall be employed and/or absorbed in the employment of the relevant Association with continuity of service on the same terms and conditions of employment subsisting with the maintenance agency and the Allottee hereby consents to the same and shall not be entitled to raise any objection thereto.
- 42.10 All costs, charges and expenses relating to the formation and functioning of the relevant Association shall be borne and paid by all the allottees of the relevant Phase all all the Phases, as the case may be, including the Allottee herein.
- 42.11 **Common Rules:** Till such time the Promoter has to regulate the use, maintenance and

management of the respective Common Areas, the rules / bye-laws for such use, maintenance, management and operation shall be framed by the Promoter and thereafter, on formation of the respective Associations, such Associations with such restrictions as may be necessary for proper maintenance and such rules/bye-laws shall always be framed subject to the following restrictions:

- (i) *Air Conditioning*: The Apartment shall be designed for Variable Refrigerant Flow (VRF) system of air conditioning; with suitable provision for keeping outdoor units of the AC system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing their AC units. No puncturing of window/wall to install A.C units will be permitted.
- (ii) *Balconies/Terrace*: The balconies in the Apartment shall always remain to be balcony and the Allottee shall not glaze/grill/cover the same so as to enclose the space or to disturb the aesthetics of the Tower. The Allottee shall not interfere with the elevation/facade of the Tower. The Allottee shall maintain the design intent of the architects.
- (iii) *Transformer charges*: The Allottee shall pay a sum of Rs [___]/- (Rupees [___]) calculated at the rate of Rs [___]/- (Rupees [___]) per square feet of super built up area of the Apartment as charges for installation of Transformer / Sub-Station / Electrical infrastructure with the Complex.
- (iv) *Diesel Generator Power Backup*: Provision has been made for the installation of diesel generator ("DG") for power backup to run the basic facilities at the Project. In addition to that, DG back up facility is also being made available for every apartment. The allocated DG load and charges which will be payable by the Allottee on or before possession of their Apartment is included in the Total Price.
- (v) *Insurance*: In accordance with Section 16 of the Act, the Promoter shall obtain all such insurances in respect of the Project as may be notified by the Government of West Bengal, subject to availability, and shall pay the premium and charges in respect of such insurances till the Phase I Common Areas are handed over to the Phase I Association. The Allottee hereby agrees to contribute (proportionately on the basis of the carpet area of his Apartment) towards the premium and charges payable for a period of 2 years from the date of receipt of completion certificate/partial completion certificate, as the case may be, of the Project for such insurance and the proportionate cost/contribution will be paid by the Allottee as and when demanded by the Promoter.
- (vi) *Unrestricted access*: The Promoter (or its nominated agency) or the Complex Association shall have rights of unrestricted access to all Common Areas within the Project and Complex Shared Common Areas for providing necessary maintenance services and the Allottee agrees to permit either of them to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect. The Phase I Association shall also have the same unrestricted access entitlement with respect to the Common Areas within the Project and the Apartment of an allottee, including the Allottee, which the Allottee hereby confirms.

43 AMENDMENT OF MASTER PLAN

With respect to paragraph E of the recitals, Clause 1.6 and Clause 6, the Allottee

acknowledges that the Project and the Complex are to be constructed based on an integrated, indivisible Master Plan sanctioned by Bidhannagar Municipal Corporation on 18.04.2024 vide building permit number SWS-OBPAS-2109-2024-0084 for the entire Larger Land, subject only to legally permitted modifications. By signing this Agreement, the Allottee irrevocably authorizes the Promoter (and its assigns or nominees) to make any changes, modifications, or additions to the sanctioned plan, layout, specifications - without causing any major change or modification of the Phase I Project or Phase I Common Areas - without needing further consent. The Promoter is also empowered to execute all necessary documents on behalf of all allottees to obtain approvals for such changes. Furthermore, the Allottee understands that during construction, the sanctioned plan may require re-validation or re-sanctioning, which could involve modifications to better suit allottee needs or optimize available or additional FSI, without adversely affecting the Allottee's rights or interests. The Allottee expressly consents to such changes.

Without prejudice to the generality of the foregoing, the authorisation granted by the Allottee under this Clause 43 shall expressly extend to any modifications to the Master Plan, the sanctioned building plan, the layout plan and any other plan or document necessitated by (a) the gift of the Sub-Station Land to WBSEDCL; (b) the establishment, operation and maintenance of the Sub-Station; and (c) the creation and formalisation of the WBSEDCL Access Right, and the Allottee hereby irrevocably consents to such modifications.

44 POSSESSION, FITTINGS & FIXTURES

- 44.1 In relation to Clause 7.3 of this Agreement, the Allottee agrees, acknowledges and understands that in case the Allottee fails to respond and/or neglects to take possession of the Apartment within the Possession Date (*defined in clause 7.2*), then, the Allottee shall pay to the Promoter a guarding/holding charges at the rate of Rs. [___] /- (Rupees [___] only) per month. Apart from guarding/holding charges, the Allottee, on and from Deemed date of Possession (*defined in clause 7.3*) shall continue to be liable to pay maintenance charges as applicable as specified in Clause 7.3 above and all other outgoings as mentioned in this Agreement.
- 44.2 With respect to Clause 7.1, the Allottee acknowledges that the entire Phase I Common Areas will be fully ready for use only after the completion of all seven Towers. However, if the relevant authorities issue a partial or tower-wise completion certificate for specific Tower(s), along with partial completion of the Phase I Common Areas, the Promoter will hand over possession of the Apartment to the Allottee based on such certificates. For this purpose, any partial or tower-wise completion certificate issued by the authorities for a particular Tower(s) will be deemed as the completion certificate for that Tower(s). Since the Project is a large-scale development, tower-wise or partial completion certificates may be granted at different times for different Towers. The Allottee(s) will receive possession of its Apartment accordingly, while construction on the remaining Towers continues until the final completion certificate is obtained for the last Tower. The Allottee understands that ongoing construction activities may cause noise—within limits set by the WBPCB—as well as vehicle movements for material handling, which may result in unavoidable inconveniences. The Promoter shall not be held responsible for such disturbances.
- 44.3 The fittings and fixtures installed in the Apartment and throughout the Project are supplied by various vendors, each providing their own guarantee and warranty periods. The Allottee understands that upon taking possession of the Apartment, these fittings and fixtures are covered under the respective suppliers' guarantees and warranties. Therefore, for any

defects, breakages, or malfunctions, the Allottee should directly contact the suppliers or their authorized representatives, as they are entitled to the back-to-back warranties offered by these vendors. Contact details of the respective suppliers, along with photocopies of the guarantee and warranty documents, will be provided to the Allottee.

- 44.4 Except those provided by the Promoter, all fit-outs to be put-up, erected and installed at or inside the Apartment 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 Applicable Laws, rules or regulations of the Municipal Authority, 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 allottees/occupiers. 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/ interior 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 and ceiling of the Apartment. 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.
- 44.5 In relation to clause 16, it is hereby clarified that the Allottee agrees and undertakes that on receipt of possession, the Allottee shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Promoter/Associations and without causing any disturbance, to the other allottees of the Tower. Without prejudice to the aforesaid, if the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment or the Project or the Tower, the Promoter/Association shall be entitled to call upon the Allottee to rectify the same and to restore the same to its original condition within 30 (thirty) days from the date of intimation by the Promoter/Association in that behalf. If the Allottee does not rectify the breach within such period of 30 (thirty) days, the Promoter/Association may carry out necessary rectification/restoration to the Apartment or the Project or the Tower (on behalf of the Allottee) and all such costs/charges and expenses incurred by the Promoter/Association shall be reimbursed by the Allottee.

45 DEFECT LIABILITY

In relation to clause 12 of the Agreement, it is hereby expressly and unequivocally agreed between the Parties as follows:

- (i) The Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.
- (ii) Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, (which inspection Promoter shall be required to complete within 15 (fifteen) days of receipt of the notice from the Allottee) 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 and the Allottees shall not be entitled to any cost or compensation in respect thereof.

- (iii) The Allottee further specifically agrees and understands that the responsibility of the Promoter shall not cover defects, damages, or malfunctions resulting from:
 - (a) misuse or negligent use;
 - (b) unauthorised modifications or repairs done by the Allottee(s) or its nominee(s)/agents;
 - (c) cases of force majeure;
 - (d) failure to maintain the amenities/equipment's and accidents;
 - (e) It is understood further by the Parties that the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in the Apartment and the Common Areas wherever applicable. The Allottee has been made aware and the Allottee also expressly agrees that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- (iv) The Allottee also agrees and confirms that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the apartments buildings/wings or defective material being used or regarding workmanship, quality or provision of service.

46 CANCELLATION OF ALLOTMENT

- 46.1 In relation to clause 7.5 of the Agreement, the Allottee agrees, acknowledges and understands that no such right of cancellation without any default on the part of the Promoter shall be exercised if on the date when the Allottee so expresses his intent to cancel this Agreement, the total price then prevailing for transfer of an Apartment in the First Phase of the Project is not less than the Total Price payable by the Allottee under this Agreement, and the Allottee agree(s) and undertake(s) that the decision of the Promoter in this regard shall be final and binding on the Allottee. It is further clarified that in the case of any such cancellation having been accepted by the Promoter, the Promoter herein, will, in addition to forfeiting the booking amount, shall also forfeit all interest liabilities of the Allottee accrued till the date of cancellation, the stipulated charges on account of dishonour of cheque(s), if any, and all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities ("**Cancellation Charges**") and the applicable GST payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation, after deduction of applicable taxes paid on such amount by the Promoter. Nothing

contained in Clause 7.5 and this clause shall preclude the Promoter to avail the remedies under the Act against such proposed cancellation by the Allottee.

- 46.2 It is clarified that in the event of cancellation by either of the Parties, the fees and expenses relating to this Agreement including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage etc. and all amounts collected as taxes, charges, levies, cess, assessments and Impositions deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.
- 46.3 In respect of clause 9.3 of the Agreement, the Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Apartment (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 execute, present for registration and register a deed of cancellation and the Allottee shall cease to have any right title interest whatsoever in the Apartment or Tower or Project or the Common Areas 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. The Allottee further hereby expressly agrees that, simultaneously with the execution and registration of this Agreement, the Allottee shall grant a specific irrevocable power of attorney in favour of the Promoter, granting power to the Promoter to execute and present for registration on his/her behalf the Deed of Cancellation in respect of the Apartment. The power will however be invoked by the Promoter, only in case of default in terms of clause 9.3 above and the Allottee does not cooperate and present himself/herself for execution and registration of the Deed of Cancellation as afforested.

47 TAXES AND OUTGOINGS

47.1 The Allottee binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings (“**Taxes and Outgoings**”):

- (i) property tax and/or Municipal rates and/or other taxes/levies and water tax, (if any,) assessed on or in respect of the Apartment and Parking Space (if any) and/or any other component related to the Apartment directly to the statutory authority concerned; 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 Promoter/maintenance agency/Associations the proportionate share of all such rates and taxes.
- (ii) charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Apartment against demands made by the concerned authorities and/or the Promoter/Maintenance Agency/Associations and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Apartment or any part thereof, wholly and if in common with the other allottees, proportionately to the Promoter/Maintenance Agency/Association or the appropriate authorities as the case may be.
- (iii) proportionate share of all common expenses (morefully detailed in **Schedule [__]**) to the Promoter/Maintenance Agency/Phase I Association/Complex Association from time to time payable for the Common Areas. The rates of the common expenses (morefully detailed in **Schedule [__]**) shall be subject to revision from time to time

as be deemed fit and proper by the Promoter/Maintenance Agency/Phase I Association/Complex Association at its sole and absolute discretion after taking into consideration the common services provided.

- (iv) parking facility maintenance charges for Parking Spaces to be decided later by the Promoter and/or the relevant Association.
- (v) proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
- (vi) Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Allottee as per prevalent rates.
- (vii) all penalty surcharge, interest, costs, charges and expenses together with applicable taxes 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.
- (viii) the liability of the Allottee to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Deemed Date of Possession.

47.2 In respect of sub-clause (xi) of clause 8 of the Agreement, it is clarified that the Owners and the Promoter shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authority till the completion certificate or partial completion certificate, as the case may be, has been issued and possession of Apartment along with Phase I Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Phase I Association, as the case may be. To enable the Promoter to pay the dues mentioned above, the Allottee hereby undertakes to discharge his legal obligation to pay such dues to the Promoter under section 19(6) of the Act.

48 PUBLICITY RIGHTS

The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roof (including common roof area) of the Towers, the Project and/or other areas in the Complex by putting up hoardings, display signs, neon signs, lighted displays, etc. and all costs regarding the same shall form part of common expenses and no one including the Allottee and the Associations shall be entitled to object or to hinder the same in any manner whatsoever.

49 TRANSFER OF ALLOTMENT / APARTMENT

49.1 Until a deed of conveyance is executed in favour of the Allottee, the Allottee shall not be entitled to mortgage and/or encumber and/or sale and/or nominate and/or alienate and/or dispose of or deal in any manner whatsoever with the Apartment and/or any portion thereof and/or any right therein and/or any rights and entitlements under this Agreement (“**Alienation**”) except for the purpose of housing loan in terms of this Agreement unless all the following conditions are complied with:-

- (i) A minimum period of 12 (twelve) months has passed from the date of this Agreement.
- (ii) There is no default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee's covenants, undertakings and obligations under this Agreement or otherwise.
- (iii) The Allottee has made full payment of the amount due or payable till the time of such Alienation including interest and penalties, if any.
- (iv) The Allottee has made payment to the Promoter a sum calculated sum of Rs. [__] (Rupees [__]) only on account of nomination charges of the Apartment or such further sum as may be decided by the Promoter as transfer charges (hereinafter referred to as "the **Transfer Charges**"). The Allottee shall also pay the applicable Goods and Services Tax thereon, if any.
- (v) Prior consent in writing needs to be obtained from the Promoter regarding the proposed Alienation.
- (vi) Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time. Such amount shall be payable by the Allottee on or before the nomination.

49.2 After the execution and registration of the proposed deed of conveyance, the Allottee may sell and transfer the Apartment subject to the following conditions:

- (i) The Apartment shall be one lot and shall not be partitioned or dismembered in parts. In case of sale in favour of more than one purchaser(s), the same shall be done in their favour jointly and in undivided shares.
- (ii) The sale of the Apartment by the Allottee shall not be in any manner inconsistent with this Agreement and/or the proposed deed of conveyance and the covenants contained herein and/or the proposed deed of conveyance shall run with the land and/or transfer. The person(s) to whom the Allottee may transfer the Apartment shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee by and under Applicable Law and/or by virtue of this Agreement and/or the proposed deed of conveyance.
- (iii) All the dues including outstanding amounts, interest, Aggregate Maintenance Charges, electricity charges, property and other taxes etc. relating to the Apartment payable to the Promoter/Maintenance Agency/Associations, statutory authority and other concerned persons/entities are paid by the Allottee in full prior to the proposed deed of conveyance. Such dues, if any, shall in any event, run with such proposed deed of conveyance.

49.3 The Allottee agrees acknowledges and understands that upon execution and registration of the Deed of Conveyance in favour of the Allottee by the Promoter/Owners, the Allottee

shall alone remain responsible to mutate his/her name in the records of the municipality concerned and the Promoter shall have no responsibility or liability in this regard.

50 TAX DEDUCTION AT SOURCE

The Tax Deductible at Source (“TDS”) under section 194 IA of the Income Tax Act, 1961 shall, if applicable, be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter or the Owners shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.

SCHEDULE A

[DESCRIPTION OF OWNERS]

1)	A TO Z VANIJYA PRIVATE LIMITED (CIN – U51109WB2007PTC112747) (PAN - AAGCA2839N) having its address at 11, Crooked Lane, Kolkata-700069.
2)	APNAPAN MERCHANDISE PRIVATE LIMITED (CIN – U51109WB2006PTC110782) (PAN - AAGCA1000M) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087,
3)	ASTER SALES PRIVATE LIMITED (CIN– U51109WB2006PTC111759) (PAN - AAGCA3093G) having its address at 11, Crooked Lane, Kolkata-700069,
4)	BRIJWASI MARKETING PRIVATE LIMITED (CIN – U51109WB2006PTC109086) (PAN - AADCB0387M) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087,
5)	CHIRAG VINIMAY PRIVATE LIMITED (CIN – U51109WB2006PTC110791) (PAN - AACCC9789K) having its address at 12/1,Nellie Sengupta Sarani, Kolkata-700087,
6)	COMFORT BARTER PRIVATE LIMITED (CIN – U51109WB2006PTC112100) (PAN - AADCC1170B) having its address at 12/1,Nellie Sengupta Sarani, Kolkata-700087,
7)	DESIRE TRADES PRIVATE LIMITED (CIN – U51109WB2006PTC110679) (PAN - AACCD5221F) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087,
8)	ECO VANIJYA PRIVATE LIMITED (CIN – U51900WB2006PTC107496) (PAN - AABCE6556B) having its address at 12/1, Nellie Sengupta Sarani,Kolkata-700087,
9)	ELEGENT HEIGHTS PRIVATE LIMITED (CIN – U45200WB2006PTC112155) (PAN - AABCE7399G) having its address at 7, Chitta Ranjan Avenue, Kolkata - 700072,
10)	EXCLUSIVE SUPPLY PRIVATE LIMITED (CIN – U51109WB2006PTC112108) (PAN - AABCE8010G) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087,
11)	FORTUNE SUPPLIERS PRIVATE LIMITED (CIN – U51109WB2007PTC114180) (PAN - AABCF2992A) having its address at 11, Crooked Lane, Kolkata-700069,

12)	GOODHOPE COMMERCIAL PRIVATE LIMITED (CIN – U51109WB2006PTC110783) (PAN - AACCG7538G) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087,
13)	KASAUTI TRADING PRIVATE LIMITED (CIN – U51909WB2014PTC201894) (PAN – AAFCK9353C) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087,
14)	KIRAN TRADE COMM PRIVATE LIMITED (CIN – U51109WB2007PTC113390) (PAN - AADCK0583A) having its address at 11, Crooked Lane, Kolkata-700069,
15)	KOLKATA TRADECOMM PRIVATE LIMITED (CIN – U51109WB2007PTC113391) (PAN - AADCK0584H) having its address at 11, Crooked Lane, Kolkata-700069,
16)	LOFTY ESTATES PRIVATE LIMITED (CIN – U70101WB2005PTC103537) (PAN - AABCL2423N) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087,
17)	MAHASHAKTI TIE UP PRIVATE LIMITED (CIN – U51109WB2006PTC111794) (PAN - AAFCM2620J) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087,
18)	MANOBAL MARKETING PRIVATE LIMITED (CIN – U51109WB2006PTC110796) (PAN - AAECM9189K) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087,
19)	MUKUND COMMODITIES PRIVATE LIMITED (CIN – U51109WB2007PTC112748) (PAN - AAFCM0458G) having its address at 11, Crooked Lane, Kolkata-700069,
20)	MUKUND VANIJYA PRIVATE LIMITED (CIN – U51109WB2007PTC112890) (PAN - AAFCM0459H) having its address at 11, Crooked Lane, Kolkata-700069,
21)	NAVIN ADVISORY SERVICES PRIVATE LIMITED (CIN – U74120WB2007PTC114186) (PAN - AACCN4976F) having its address at 11, Crooked Lane, Kolkata-700069,
22)	NEELKANTH TIE UP PRIVATE LIMITED (CIN – U51109WB2006PTC111848) (PAN - AACCN5496L) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087,
23)	NISHAKAR MARKETING PRIVATE LIMITED (CIN – U51109WB2006PTC109087) (PAN - AACCN4382P) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087,
24)	PORTABLE DEALING PRIVATE LIMITED (CIN – U51109WB2006PTC110678) (PAN - AAACP1266A) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087,
25)	PROMINENT DISTRIBUTORS PRIVATE LIMITED (CIN – U51109WB2006PTC112147) (PAN - AAACP3197J) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087,
26)	PURNIMA VYAPAAR PRIVATE LIMITED (CIN – U51109WB2006PTC110672) (PAN - AAACP1354R) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087,
27)	RECTANGLE VANIJYA PRIVATE LIMITED (CIN – U51109WB2007PTC113389) (PAN - AADCR5865L) having its address at 11, Crooked Lane, Kolkata-700069,
28)	RIPPLE DISTRIBUTORS PRIVATE LIMITED (CIN – U51109WB2006PTC111843) (PAN - AADCR6619Q) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087,

29)	SAGUN MARKETING PRIVATE LIMITED (CIN – U51109WB2006PTC110798) (PAN - AAKCS5124Q) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;
30)	SAHANSIL AGENCIES PRIVATE LIMITED (CIN – U51109WB2006PTC110793) (PAN - AAKCS5051N) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087,
31)	SAMBODHAN ADVISORY PRIVATE LIMITED (CIN – U74140WB2006PTC109436) (PAN - AAKCS5125R) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;
32)	SATYAVACHAN MERCHANDISE PRIVATE LIMITED (CIN – U51109WB2006PTC111840) (PAN - AALCS0100K) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087,
33)	SHIVDHARA AGENCY PRIVATE LIMITED (CIN – U51109WB2006PTC110784) (PAN - AAKCS5126N) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;
34)	SNEHIL MERCANTILE PRIVATE LIMITED (CIN – U51109WB2006PTC110797) (PAN - AAKCS5052R) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087,
35)	SUDHAKAR SUPPLY PRIVATE LIMITED (CIN – U51109WB2006PTC111847) (PAN - AALCS2571C) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;
36)	SUGANDH DEALER PRIVATE LIMITED (CIN – U51109WB2006PTC109442) (PAN - AAKCS0438B) having its address at 11, Crooked Lane, Kolkata-700069 ;
37)	SUNVIEW COMMOTRADE PRIVATE LIMITED (CIN – U51109WB2007PTC114187) (PAN - AAKCS7739M) having its address at 11, Crooked Lane, Kolkata-70006 ;
38)	SUNDARAM VANIJYA PRIVATE LIMITED (CIN – U51109WB2006PTC110795) (PAN - AAKCS5122J) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;
39)	SURFACE VYAPAAR PRIVATE LIMITED (CIN – U51109WB2006PTC110670) (PAN - AAKCS5053Q) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;
40)	TANUSHKA CONSULTANCY PRIVATE LIMITED (CIN – U74120WB2007PTC114188) (PAN - AACCT6530F) having its address at 11, Crooked Lane, Kolkata-700069;
41)	TROPEX MERCANTILE PRIVATE LIMITED (CIN – U51109WB2006PTC110788) (PAN - AACCT5946M) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;
42)	UNNATI VYAPAAR PRIVATE LIMITED (CIN – U51109WB2006PTC110787) (PAN - AAACU8729M) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;
43)	VIMRIDH GRIHA NIRMAN PRIVATE LIMITED (CIN – U70102WB2012PTC188106) (PAN - AAECV3311L) having its address at 5, Chitta Ranjan Avenue, Kolkata-700072;
44)	WINZER COMMODITES PRIVATE LIMITED (CIN – U51109WB2007PTC114204) (PAN - AAACW7020M) having its address at 11, Crooked Lane, Kolkata-700069;
45)	WONDER DISTRIBUTOR PRIVATE LIMITED (CIN – U51109WB2006PTC110800) (PAN - AAACW6829L) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;

46)	SURLOK VANIJYA PRIVATE LIMITED (CIN – U51109WB2008PTC122619) (PAN - AAMCS9671A) having its address at 11, Crooked Lane, Kolkata-700069,
47)	USHA KIRAN COMMO TRADE PRIVATE LIMITED (CIN – U51109WB2007PTC113598) (PAN - AAACU8948A) having its address at 11, Crooked Lane, Kolkata-700069;
48)	ARUNABH CONSTRUCTION PRIVATE LIMITED (CIN – U45400WB2012PTC179444) (PAN - AAKCA8259J) having its address at 11, Crooked Lane, Kolkata-700069;
49)	CRABLE DEVELOPERS PRIVATE LIMITED (CIN – U45400WB2012PTC179452) (PAN - AAEC9419N) having its address at 11, Crooked Lane, Kolkata-700069,
50)	ECOGOLD HIRISE PRIVATE LIMITED (CIN – U70109WB2012PTC183159) (PAN - AADCE1241R) having its address at 11, Crooked Lane, Kolkata-700069;
51)	ECOGOLD REALCON PRIVATE LIMITED (CIN – U70109WB2012PTC183158) (PAN - AADCE1240Q) having its address at 11, Crooked Lane, Kolkata-700069,
52)	NEODREAM HIRISE PRIVATE LIMITED (CIN – U70109WB2012PTC183160) (PAN - AAECN0822G) having its address at 11, Crooked Lane, Kolkata-700069;
53)	NEODREAM REALCON PRIVATE LIMITED (CIN – U70109WB2012PTC183167) (PAN - AAECN0823H) having its address at 11, Crooked Lane, Kolkata-700069:
54)	TROOP HIRISE PRIVATE LIMITED (CIN – U70109WB2012PTC183168) (PAN - AAECT3451B) having its address at 11, Crooked Lane, Kolkata-700069;
55)	TROOP NIRMAN PRIVATE LIMITED (CIN – U70109WB2012PTC183170) (PAN - AAECT3450A) having its address at 11, Crooked Lane, Kolkata-700069;
56)	TROOP REALTY PRIVATE LIMITED (CIN – U70109WB2012PTC183169) (PAN - AAECT3452C) having its address at 11, Crooked Lane, Kolkata-700069;
57)	UPPERSTAR HIRISE PRIVATE LIMITED (CIN – U70109WB2012PTC183184) (PAN - AABCU4833F) having its address at 11, Crooked Lane, Kolkata-700069 ;
58)	UPPERSTAR NIRMAN PRIVATE LIMITED (CIN – U70109WB2012PTC183172) (PAN - AABCU4830G) having its address at 11, Crooked Lane, Kolkata-700069 ;
59)	UPPERSTAR REALCON PRIVATE LIMITED (CIN – U70109WB2012PTC183174) (PAN - AABCU4831H) having its address at 11, Crooked Lane, Kolkata-700069;
60)	WELLSPRIT HIRISE PRIVATE LIMITED (CIN – U70109WB2012PTC183177) (PAN - AABCW2778F) having its address at 11, Crooked Lane, Kolkata-700069;
61)	CHARMS MERCHANTS PRIVATE LIMITED (CIN – U51109WB2005PTC104609) (PAN - AACCC9024H) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;
62)	GRAVITY TRADECOMM PRIVATE LIMITED (CIN – U51109WB2007PTC114181) (PAN - AADCG3050E) having its address at 11, Crooked Lane, Kolkata-700069;
63)	KOLKATA BARTER PRIVATE LIMITED (CIN – U51109WB2007PTC113392) (PAN - AADCK0582B) having its address at 11, Crooked Lane, Kolkata-700069;
64)	RITUDHAR CONSTRUCTION PRIVATE LIMITED (CIN – U45400WB2012PTC179550) (PAN - AAFRC9825E) having its address at 11, Crooked Lane, Kolkata-700069;
65)	VIMRIDH COMPLEX PRIVATE LIMITED (CIN – U70102WB2012PTC188105) (PAN - AAECV3312K) having its address at 5, Chitta Ranjan Avenue, Kolkata-700072;

66)	ANGARIK CONSTRUCTION PRIVATE LIMITED (CIN – U45400WB2012PTC179387) (PAN - AAKCA8255E) having its address at 11, Crooked Lane, Kolkata-700069;
67)	EVERSTRONG PROMOTERS PRIVATE LIMITED (CIN – U70102WB2012PTC188818) (PAN - AADCE2635H) having its address at 11, Crooked Lane, Kolkata-700069;
68)	JAGMATA PROPERTIES PRIVATE LIMITED (CIN – U70102WB2012PTC188823) (PAN - AADCJ0067E) having its address at 11, Crooked Lane, Kolkata-700069;
69)	PARROT VINIMAY PRIVATE LIMITED (CIN – U51109WB2007PTC113677) (PAN - AAACP2518B) having its address at 11, Crooked Lane, Kolkata-700069;
70)	UPPERSTAR REALTY PRIVATE LIMITED (CIN – U70109WB2012PTC183175) (PAN - AABCU4832E) having its address at 11, Crooked Lane, Kolkata-700069;
71)	WELLSPRIT COMPLEX PRIVATE LIMITED (CIN – U70109WB2012PTC183176) (PAN - AABCW2780R) having its address at 11, Crooked Lane, Kolkata-700069;
72)	WRINKLE SUPPLIERS PRIVATE LIMITED (CIN – U51109WB2007PTC113669) (PAN - AAACW7064K) having its address at 11, Crooked Lane, Kolkata-700069;
73)	AMAZING PLAZZA PRIVATE LIMITED (CIN – U70109WB2012PTC185571) (PAN - AALCA9176F) having its address at 1, Old court House Corner, Kolkata -700001;
74)	BHAVSAGAR VINTRADE PRIVATE LIMITED (CIN – U51909WB2012PTC185574) (PAN - AAF6B6149M) having its address at 1, Old court House Corner, Kolkata -700001;
75)	GAJRUP HOUSING PRIVATE LIMITED (CIN – U45400WB2012PTC189520) (PAN - AAF6C3036L) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
76)	KOTIRATAN APARTMENT PRIVATE LIMITED (CIN – U45400WB2012PTC189521) (PAN - AAF6C2751G) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
77)	LINKWISE DEVELOPERS PRIVATE LIMITED (CIN – U70109WB2012PTC185577) (PAN - AACCL5354P) having its address at 1, Old court House Corner, Kol-700001;
78)	OROTUND COMMERCIAL PRIVATE LIMITED (CIN – U51909WB2012PTC184183) (PAN - AABCO6998F) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
79)	OROTUND DISTRIBUTORS PRIVATE LIMITED (CIN – U51909WB2012PTC184262) (PAN - AABCO6997L) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
80)	OVERTOP PROMOTERS PRIVATE LIMITED (CIN – U70109WB2012PTC185584) (PAN - AABCO8836A) having its address at 27, Shakespeare Sarani, Kolkata- 700017,
81)	A TO Z TRADECOMM PRIVATE LIMITED (CIN – U51109WB2007PTC112749) (PAN - AAGCA2838P) having its address at 11, Crooked Lane, Kolkata-700069;
82)	AJANTA DEALCOMM PRIVATE LIMITED (CIN – U51109WB2007PTC112891) (PAN - AAGCA2837C) having its address at 11, Crooked Lane, Kolkata-700069;

83)	ALISHAN DEALER PRIVATE LIMITED (CIN – U51109WB2006PTC110786) (PAN - AAGCA1045G) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087;
84)	ASTER SUPPLIERS PRIVATE LIMITED (CIN – U51109WB2006PTC111764) (PAN - AAGCA3094B) having its address at 11, Crooked Lane, Kolkata-700069,
85)	BRIJWASI SUPPLIERS PRIVATE LIMITED (CIN – U51109WB2006PTC109088) (PAN - AADCB0386L) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;
86)	CHAMPAK VYAPAAR PRIVATE LIMITED (CIN – U51109WB2006PTC110676) (PAN - AACCC9788J) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087;
87)	CHIRAG BARTER PRIVATE LIMITED (CIN – U51109WB2007PTC112746) (PAN - AADCC0565A) having its address at 11, Crooked Lane, Kolkata-700069;
88)	CONCORD VYAPAAR PRIVATE LIMITED (CIN – U51109WB2006PTC110781) (PAN - AACCC9791R) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;
89)	DIGNITY DISTRIBUTORS PRIVATE LIMITED (CIN – U51109WB2006PTC111846) (PAN - AACCD6440J) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087;
90)	DREAMLIGHT DEALCOMM PRIVATE LIMITED (CIN – U51109WB2007PTC114196) (PAN - AACCD5885B) having its address at 11, Crooked Lane, Kolkata-700069;
91)	DREAMLIGHT TIE UP PRIVATE LIMITED (CIN – U51109WB2007PTC114195) (PAN - AACCD5886C) having its address at 11, Crooked Lane, Kolkata-700069;
92)	EVERLIKE BARTER PRIVATE LIMITED (CIN – U51109WB2006PTC110789) (PAN - AABCE7032L) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;
93)	FUSION DEAL COM PRIVATE LIMITED (CIN – U51109WB2007PTC113394) (PAN - AABCF0814H) having its address at 11, Crooked Lane, Kolkata-700069;
94)	GANGA TRADECOMM PRIVATE LIMITED (CIN – U51109WB2007PTC114185) (PAN - AACCG8302N) having its address at 11, Crooked Lane, Kolkata-700069;
95)	HAMSAFAR DISTRIBUTORS PRIVATE LIMITED (CIN – U51109WB2006PTC109925) (PAN - AABCH7200F) having its address at 11, Crooked Lane, Kolkata-700069;
96)	HEVAN MECCHANDISE PRIVATE LIMITED (CIN: U51109WE2006PTC111845) (PAN - AABCH8877Q) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087;
97)	JAGKALYAN MARKETING PRIVATE LIMITED (CIN – U51109WB2006PTC109924) (PAN - AABCJ7022P) having its address at 11, Crooked Lane, Kolkata-700069 ;
98)	LOTUS COMMO TRADE PRIVATE LIMITED (CIN – U51109WB2007PTC113388) (PAN - AABCL3044R) having its address at 11, Crooked Lane, Kolkata-700069;
99)	LOVELY BARTER PRIVATE LIMITED (CIN – U51109WB2006PTC111852) (PAN - AABCL3366Q) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087;

100)	MAINA VINIMAY PRIVATE LIMITED (CIN – U51109WB2006PTC110671) (PAN - AAECM9195M) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087;
101)	MAKELIFE REALESTATE PRIVATE LIMITED (CIN – U45400WB2013PTC194015) (PAN - AAICM9643A) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
102)	MANORATH COMMODEAL PRIVATE LIMITED (CIN – U51109WB2007PTC114184) (PAN - AAFCM0391N) having its address at 11, Crooked Lane, Kolkata-700069;
103)	MATAJI MERCHANTS PRIVATE LIMITED (CIN – U51109WB2006PTC110677) (PAN - AAECM9220H) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087;
104)	MRIDUL BARTER PRIVATE LIMITED (CIN – U51109WB2006PTC111841) (PAN - AAFCM1461K) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087;
105)	NIKHAR AGENCIES PRIVATE LIMITED (CIN – U51109WB2006PTC112097) (PAN - AACCN5495K) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087;
106)	PANGHAT MERCANTILE PRIVATE LIMITED (CIN – U51109WB2006PTC110799) (PAN - AAACP1300M) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;
107)	PARADISE SUPPLIERS PRIVATE LIMITED (CIN – U51109WB2005PTC104639) (PAN - AADCP8436H) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087;
108)	PRESTIGE DEALCOMM PRIVATE LIMITED (CIN – U51109WB2007PTC114182) (PAN - AAACP8684Q) having its address at 11, Crooked Lane, Kolkata-700069;
109)	PRITAM DEALING PRIVATE LIMITED (CIN – U51109WB2006PTC110675) (PAN - AAACP1263F) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087;
110)	RELAX TRADING PRIVATE LIMITED (CIN – U51109WB2006PTC111853) (PAN -AADCR6601E) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087,
111)	ROSE VALLEY TIE-UP PRIVATE LIMITED (CIN – U51109WB2007PTC113448) (PAN - AADCR5866K) having its address at 11, Crooked Lane, Kolkata-700069 ;
112)	SADBHAWNA DEALERS PRIVATE LIMITED (CIN – U51109WB2006PTC109437) (PAN -AAKCS5043G) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087;
113)	SAHANBHUTI DEALER PRIVATE LIMITED (CIN – U51109WB2006PTC109964) (PAN - AAKCS5055J) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;
114)	SAHANSIL TRADELINK PRIVATE LIMITED (CIN – U51109WB2006PTC109440) (PAN - AAKCS5123K) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;
115)	SANJOG VINIMAY PRIVATE LIMITED (CIN – U51109WB2006PTC112110) (PAN - AALCS0127L) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087;

116)	SATYAM DEALERS PRIVATE LIMITED (CIN – U51109WB2006PTC110794) (PAN - AAKCS5278H) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;
117)	SHIVGANGA VANIJYA PRIVATE LIMITED (CIN – U51109WB2006PTC109435) (PAN - AAKCS5044B) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087 ;
118)	SPOTLIGHT DISTRIBUTORS PRIVATE LIMITED (CIN – U51109WB2006PTC111844) (PAN - AALCS0128F) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;
119)	SUGANDH MERCANTILE PRIVATE LIMITED (CIN – U51109WB2006PTC110790) (PAN -AAKCS5045A) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;
120)	SURAKSHIT SUPPLIERS PRIVATE LIMITED (CIN – U51109WB2006PTC109967) (PAN - AAKCS5046D) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;
121)	TAPWAN MERCHANDISE PRIVATE LIMITED (CIN – U51109WB2006PTC112102) (PAN - AACCT7098L) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;
122)	TRIMUDRA VANIJYA PRIVATE LIMITED (CIN – U51109WB2006PTC110785) (PAN - AACCT5948F) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;
123)	UNNATI SUPPLIERS PRIVATE LIMITED (CIN – U51109WB2006PTC109080) (PAN - AAACU8728L) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;
124)	VEDENTA COMMERCIAL PRIVATE LIMITED (CIN: U51109WE2006PTC110668) (PAN - AACCV3955A) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;
125)	WINDSON VYAPAAR PRIVATE LIMITED (CIN – U51109WB2006PTC111842) (PAN - AAACW7181M) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087,
126)	OBVERT DISTRIBUTORS PRIVATE LIMITED (CIN – U51909WB2012PTC184394) (PAN - AABCO7069F) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
127)	OBVERT MARKETING PRIVATE LIMITED (CIN – U51909WB2012PTC184395) (PAN - AABCO7073K) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
128)	OBVERT TRADERS PRIVATE LIMITED (CIN – U51909WB2012PTC184397) (PAN - AABCO7000Q) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
129)	OBVERT VANIJYA PRIVATE LIMITED (CIN – U51909WB2012PTC184398) (PAN - AABCO7070L) having its address at 27, Shakespeare Sarani, Kolkata- 700017, 07;
130)	OROTUND TRADECOMM PRIVATE LIMITED (CIN – U51909WB2012PTC184270) (PAN - AABCO6994K) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
131)	OROTUND VANIJYA PRIVATE LIMITED (CIN – U51909WB2012PTC184261) (PAN - AABCO6996M) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
132)	OROTUND VINIMAY PRIVATE LIMITED (CIN – U51909WB2012PTC184271) (PAN - AABCO6999E) having its address at 27, Shakespeare Sarani, Kolkata- 700017;

133)	REBOIL COMMODITY PRIVATE LIMITED (CIN – U51909WB2012PTC184412) (PAN - AAFCR9991R) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
134)	REBOIL DISTRIBUTORS PRIVATE LIMITED (CIN – U51909WB2012PTC184413) (PAN - AAFCR9992N) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
135)	REBOIL MARKETING PRIVATE LIMITED (CIN – U51909WB2012PTC184414) (PAN - AAFCR9993P) having its address at 27, Shakespeare Sarani, Kolkata- 700017,
136)	SAXATILE COMMOSALE PRIVATE LIMITED (CIN – U51909WB2012PTC184422) (PAN - AARCS8550K) having its address at 27, Shakespeare Sarani, Kolkata- 700017,
137)	SAXATILE TRADERS PRIVATE LIMITED (CIN – U51909WB2012PTC184425) (PAN - AARCS8551J) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
138)	SAXATILE VINIMAY PRIVATE LIMITED (CIN – U51909WB2012PTC184427) (PAN - AARCS8553L) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
139)	ARUNODAY SUPPLIERS PRIVATE LIMITED (CIN – U51109WB2007PTC114183) (PAN - AAHCA3806G) having its address at 11, Crooked Lane, Kolkata-700069;
140)	BONEWELL TRADING PRIVATE LIMITED (CIN – U51109WB2006PTC111854) (PAN - AADCB1818K) having its address at 12/1,Nellie Sengupta Sarani,Kolkata-700087;
141)	IMPRESSIVE REALTORS PRIVATE LIMITED (CIN – U45200WB2007PTC113556) (PAN - AABCI6487P) having its address at 7, Chitta Ranjan Avenue, Kolkata -700072;
142)	LAXMIDHAN HOUSING PRIVATE LIMITED (CIN – U45400WB2013PTC194858) (PAN -AACCL5996K) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
143)	MUCHMORE RESIDENCY PRIVATE LIMITED (CIN – U70102WB2013PTC196661) (PAN - AAICM8985D) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
144)	ROSELIFE HIRISE PRIVATE LIMITED (CIN – U70102WB2013PTC196662) (PAN - AAGCR6602J) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
145)	VIEWLINE REALTORS PRIVATE LIMITED (CIN – U70102WB2013PTC196091) (PAN - AAECV6208J) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
146)	LOOKLIKE HIRISE PRIVATE LIMITED (CIN – U70102WB2012PTC188826) (PAN - AACCL4077F) having its address at 11, Crooked Lane, Kolkata-700069;
147)	WELLSPRIT REALCON PRIVATE LIMITED (CIN – U70109WB2012PTC183181) (PAN - AABCW2781Q) having its address at 11, Crooked Lane, Kolkata-700069;
148)	WINWOOD REALTORS PRIVATE LIMITED (CIN – U70109WB2012PTC183185) (PAN - AABCW2779E) having its address at 11, Crooked Lane, Kolkata-700069;
149)	BRIJDHAM RESIDENCY PRIVATE LIMITED (CIN – U45400WB2012PTC189514) (PAN - AAFCB6118A) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
150)	MADHUDHAN INFRATECH PRIVATE LIMITED (CIN – U45400WB2012PTC189523) (PAN - AAICM7684H) having its address at 27, Shakespeare Sarani, Kolkata- 700017;

151)	MANGALSHIV DEVELOPERS PRIVATE LIMITED (CIN – U45400WB2012PTC189525) (PAN - AAICM7727R) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
152)	MANGALVARSHA PROPERTIES PRIVATE LIMITED (CIN – U45400WB2012PTC189526) (PAN - AAICM7729B) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
153)	OBVERT COMMOSALE PRIVATE LIMITED (CIN – U51909WB2012PTC184387) (PAN - AABCO6995J) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
154)	OBVERT TRACON PRIVATE LIMITED (CIN – U51909WB2012PTC184396) (PAN - AABCO7001R) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
155)	REBOIL TRACON PRIVATE LIMITED (CIN – U51909WB2012PTC184420) (PAN - AAFCR9994L) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
156)	REBOIL VINIMAY PRIVATE LIMITED (CIN – U51909WB2012PTC184421) (PAN - AAFCR9995M) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
157)	SAXATILE DISTRIBUTORS PRIVATE LIMITED (CIN – U51909WB2012PTC184423) (PAN -AARCS8552M) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
158)	SAXATILE MARKETING PRIVATE LIMITED (CIN – U51909WB2012PTC184424) (PAN - AARCS8548K) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
159)	SAXATILE VANIJYA PRIVATE LIMITED (CIN – U51909WB2012PTC184426) (PAN - AARCS8549J) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
160)	LAXMIWAN CONSTRUCTIONS PRIVATE LIMITED (CIN- U70102WB2014PTC200904) (PAN-AACCL6591J) having its address at 27, Shakespeare Sarani, Kolkata- 700017;
161)	TIDILY COMMODITIES PRIVATE LIMITED (CIN- U51909WB2012PTC182244) (PAN-AAECT2972K) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;
162)	FALCON TIE UP PRIVATE LIMITED (CIN – U51109WB2005PTC104638) (PAN - AABCF0143P) having its address at 12/1, Nellie Sengupta Sarani, Kolkata-700087;
163)	S P NIRMAN PRIVATE LIMITED (CIN – U70101WB2006PTC110629) (PAN - AAKCS8526J) having its address at 11, Crooked Lane, Kolkata-700069
164)	SALARPURIA SIMPLEX REALTY VENTURES PRIVATE LIMITED (CIN – U45400WB2007PTC120486) (PAN - AALCS4457K) having its address at 770, Anandapur, 9th Floor, Unit No.901, E.K.T, Kolkata, Kolkata, West Bengal, India, 700107;

SCHEDULE B

PART I

[DESCRIPTION OF LARGER LAND]

ALL THAT the piece and parcel of land containing an area of 8.40 acres more or less equivalent to 840 decimals (equivalent to 34008.1553 square meters) comprised in LR Dag Nos. 490 (P), 496(P), 497, 498(P), 545, 549, 550, 551(P), 552, 553, 554 & 555 under L.R. Khatian Nos. 1168 to 1175, 1185 to 1226, 1230 to 1250, 1262 to 1269, 1271 to 1278, 1281 to 1285, 1343, 1393, 1396 to 1399, 1500, 1545 to 1553, 1556 to 1567, 1590 to 1604, 1607 to 1622, 1628, 1703 to 1704, 1707 to 1710, 1729 to 1730, 1732, 1735 to 1736, 1752 to 1759, 1761, 1765, 1767 to 1776, 2016 to 2029, 2121 lying and situate at Mouja Salua, J.L. No. 3. Post Office – Rajarhat, Police Station – Airport, within the local limits of the Bidhannagar Municipal Corporation, Ward No. 5, in the District of North 24 Parganas Pin – 700136, West Bengal, India and butted and bounded as follows excluding therefrom the Sub-Station Land admeasuring approximately 5 (five) Cottahs gifted to WBSSEDCL as disclosed in Recital A(ii) of this Agreement.:

ON THE NORTH: Project Silver Oak Estate
ON THE EAST: Canal and HIDCO Street No. 674
ON THE WEST: Village Road
ON THE SOUTH: Vacant Land

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

PART II

[DESCRIPTION OF PHASE I LAND]

ALL THAT the piece and parcel of land containing an area of 2.90 acres more or less equivalent to 290 decimals comprised in LR Dag Nos. 496(P), 550, 551, 552, 553, 554, 555, 549, 545, lying and situate at Mouja Salua, J.L. No. 3. Post Office – Rajarhat, Police Station – Airport, within the local limits of the Bidhannagar Municipal Corporation, Ward No. 5, in the District of North 24 Parganas Pin – 700136, West Bengal, India and butted and bounded as follows:

ON THE NORTH: Future Development Zone Land
ON THE EAST: Canal and HIDCO Street No. 674
ON THE WEST: Village Road
ON THE SOUTH: Vacant Land

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

PART III

[DESCRIPTION OF FUTURE DEVELOPMENT ZONE LAND]

ALL THAT the piece and parcel of land containing an area of 2.72 acres more or less equivalent to 272 decimals comprised in LR Dag Nos. 550, 553, 549, 496(P), 497, 498, 490(P), 545 lying and situate at Mouja Salua, J.L. No. 3. Post Office – Rajarhat, Police Station – Airport, within the local limits of the Bidhannagar Municipal Corporation, Ward No. 5, in the District of North 24 Parganas Pin – 700136, West Bengal, India and butted and bounded as follows:

ON THE NORTH: Project Silver Oak Estate
ON THE EAST: Canal and HIDCO Street No. 674
ON THE WEST: Dag No. 496(P), 495(P), 491(P)
ON THE SOUTH: Phase I Land

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

PART IV

[DESCRIPTION OF THE COMPLEX SHARED LAND]

ALL THAT the piece and parcel of land containing an area of 2.7 acres more or less equivalent to 270 decimals comprised in LR Dag Nos. 490 (P), 496(P), 497, 498(P), 545, 549, 550, 551(P), 552, 553, 554 & 555 , lying and situate at Mouja Salua, J.L. No. 3. Post Office – Rajarhat, Police Station – Airport, within the local limits of the Bidhannagar Municipal Corporation, Ward No. 5, in the District of North 24 Parganas Pin – 700136, West Bengal, India excluding therefrom the Sub-Station Land admeasuring approximately 5 (five) Cottahs gifted to WBSIEDCL as disclosed in Recital A(ii) of this Agreement.

PART V

[DESCRIPTION OF PODIUM LAND]

ALL THAT the piece and parcel of land containing an area of 0.62 acres more or less equivalent to 62 decimals comprised in LR Dag Nos. 553, 549, lying and situate at Mouja Salua, J.L. No. 3. Post Office – Rajarhat, Police Station – Airport, within the local limits of the Bidhannagar Municipal Corporation, Ward No. 5, in the District of North 24 Parganas Pin – 700136, West Bengal, India

PART VI

[DESCRIPTION OF GREENBELT LAND]

ALL THAT the piece and parcel of land containing an area of 1.82 acres more or less equivalent to 182 decimals comprised in LR Dag Nos. 490 (P), 496(P), 497, 545, 549, 550, 551(P), 552, 554 & 555 lying and situate at Mouja Salua, J.L. No. 3. Post Office – Rajarhat, Police Station – Airport, within the local limits of the Bidhannagar Municipal Corporation, Ward No. 5, in the District of North 24 Parganas Pin – 700136, West Bengal, India follows:

PART VII

[TITLE]

R.S./L.R. DAG NO. 490(P)

DEED DETAILS	PROJECT AREA	VENDOR	PURCHASER	CONFIRMING PARTY
Deed of Conveyance dated 29.11.2012 recorded in Book No. I, CD Vol No. 60, Page nos. 777 to 791 Being No. 14941 of 2012 Registered at ARA II, Kolkata .	5 Dec	Pratima Saha	Winwood Realtors Pvt. Ltd. & Orotund Commercial Private Limited	
Total	5 Dec			

R.S./L.R. DAG NO. 496(P)

DEED DETAILS	PROJECT AREA	VENDOR	PURCHASER	CONFIRMING PARTY
Deed of Conveyance dated 07.03.2007 recorded in Book No. I Vol No. 1, Page nos. 1 to 17, Being No. 00574 of 2008, Registered at ARA II, Kolkata	13	Premlata Agarwal alias Anita Agarwal	Sugandh Dealer Private Limited, Jagkalyan Marketing Private Limited, Hamsafar Distributors Private Limited and Elegant Heights Private Limited	
Deed of Conveyance dated 07.03.2007 recorded in Book No. I, Vol No. 1, Page nos. 1 to 18, Being No. 08773 of 2007, registered at ARA II, Kolkata	27	Messieurs Salasar Builders & Developers	Lotus Commo Trade Private Limited and 7 others.	
Deed of Conveyance dated 23.09. 2009 recorded in Book No. I, CD Vol No. 23, Page nos. 8206 to 8228, Being No. 11351 of 2009, registered at ARA II, Kolkata	11	Gourav Kumar Gupta	Arunoday Suppliers Private Limited and 3 others	
Deed of Conveyance dated 21.12.2009 recorded in Book No. I, CD Vol No. 501, Page nos. 1014 to 1030, Being No. 14072 of 2009 registered at ARA II,	5	Nemai Chandra Mondal	Surlok Vanijya Private Limited	Rajjak Ali Mondal

Kolkata.				
Deed of Conveyance dated 08.05.2007 recorded in Book No. I, Vol No.1, Page nos. 1 to 11, Being No. 00570 to 2008, registered with ARA II, Kolkata	4	Sova Das & Ram Shankar Mishra	Impressive Realtors Private Limited	
Deed of Conveyance dated 29.05.2007, recorded in Book No. I, CD Vol No. 9, Page nos. 13 to 31, Being No. 07827 of 2008, registered with ARA II, Kolkata	5	Sushil Khaitan & Savitry Devi Khetan	S.P.Nirman Private Limited	
Deed of Conveyance dated 29.05.2007, recorded in Book No. I, CD Vol No. 9, Page nos. 232 to 251, Being No. 07846 of 2008, registered with DSR II, North 24 Parganas	12	Lalit Kumar Keshan & Hema Keshan	S.P.Nirman Private Limited	
Deed of Conveyance dated 28.09.2012, recorded in Book No. I, CD Vol No. 54, Page nos. 2660 to 2677, Being No. 13640 of 2012, registered with ARA II, Kolkata	2	Bengal Benfort Aqua Limited	Winwood Realtors Private Limited & Orotund Commercial Private Limited	Silicon Real Estate Private Limited
Deed of Conveyance dated 31.07.2015, recorded in Book No. I, Vol No. 1902, Page nos. 85391 to 85419, Being No. 8236 of 2015, registered with ARA II, Kolkata	3	Sandip Srimany alias Sandip Srimani & Ranjana Saha Srimani alias Ranjana Srimani	Orotund Commercial Private Limited & Winwood Realtors Private Limited	
Total	82			

R.S./L.R. DAG NO. 497

DEED DETAILS	PROJECT AREA	VENDOR	PURCHASER	CONFIRMING PARTY
Deed of Conveyance dated 23.02.2007 recorded in Book No. I, Vol No. 1, Page nos. 1 to 18, Being No. 00572 of 2008 registered with ARA II, Kolkata	3	Basana Kundu	Lotus Commo Trade Private Limited & other 6 Companies	

Deed of Conveyance dated 24.03.2007 recorded in Book No. I, Vol No. 1, Page nos. 1 to 18 Being No. 00194 of 2008 registered with ARA II, Kolkata	5	Subhra Banik & Suvra Saha alias Subhra Saha	Winzer Commodities Private Limited & other 7 Companies	
Deed of Conveyance dated 29.11.2012 recorded in Book No. I, CD Vol No. 60, Page nos. 777 to 791, Being No.14941 of 2012, registered with ARA II, Kolkata	1	Pratima Saha	Winwood Realtors Private Limited & Orotund Commercial Private Limited	
Deed of Conveyance dated 29.11.2012 recorded in Book No. I, CD Vol No. 59, Page nos. 5323 to 5337, Being No. 14940 of 2012 registered with ARA II, Kolkata	4	Bimal Krishna Saha & Akhil Chandra Saha	Upperstar Hirise Private Limited & other 3 Co.	
Deed of Conveyance dated 22.12.2012 recorded in Book No. I, CD Vol No. 65, Page nos. 103 to 116, Being No. 16099 of 2012 registered with ARA II, Kolkata	5	Ansuman Roy	Everstrong Promoters Pvt. Ltd. & other 2 Co.	
Deed of Conveyance dated 13.02.2019 recorded in Book No. I Vol No. 1504 Page nos. 13656 to 13699 Being No. 00327 of 2019 registered with ADSR Bidhannagar, Kolkata	4	Veenapani Tie up Pvt. Ltd. & Heritage Commodeal Pvt. Ltd.	Impressive Realtors Pvt. Ltd. and 4 others	Tulsi Nandi
Deed of Conveyance dated 13.02.2019 recorded in Book No. I Vol No.1504 Page nos.13700 to 13738 Being No. 00328 of 2019 registered with ADSR Bidhannagar	4	Pallet Dealcom Pvt. Ltd. & Lance Barter Pvt. Ltd.	Prestige Dealcomm Pvt. Ltd. and Fortune Suppliers Pvt.Ltd.	Biswajit Nandy
Deed of Conveyance dated 08.02.2019 recorded in Book No. I Vol No. 1504 Page nos. 12739 to 12798 Being No. 00300 of 2019 registered with ADSR Bidhannagar	2	Azhar Rahaman	Vimridh Griha Nirman Pvt. Ltd. & 5 Others	Lalit Kumar Giria (HUF) and 2 others
Total	28			

R.S./L.R. DAG NO. 498(P)

DEED DETAILS	PROJECT AREA	VENDOR	PURCHASER	CONFIRMING PARTY
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Deed of Conveyance dated 02.04.2007 recorded in Book No. I, Vol No. 1, Page nos. 1 to 14, Being No. 04486 of 2007, registered at ARA II, Kolkata	3	Sushama Das & 7 others	Winzer Commodities Private Limited & other 7 Co.	
Deed of Conveyance dated 15.10.2007 recorded in Book No. I, CD Vol No. 77, Page nos. 1180 to 1196, Being No. 10859 of 2008, registered at ARA II, Kolkata	3	Manju Dey	Charms Merchants Private Limited & other 41 Co.	
Deed of Conveyance dated 18.03.2008 recorded in Book No. I, CD Vol No. 1, Page nos. 21823 to 21836, Being No. 01044 of 2009, registered at ADSR Bidhannagar	4	Jayanti Adhya alias Jayanti Adhasya	Charms Merchants Private Limited & other 41 Co.	
Deed of Conveyance dated 22.07.2010 recorded in Book No. I, Vol No. 27, Page nos. 980 to 991, Being No. 08816 of 2010, registered at ARA II, Kolkata	5	Jugal Kishore Mondal	Salarpuria Simplex Realty Ventures Private Limited	
Deed of Conveyance dated 07.12.2010 recorded in Book No. I, CD Vol No. 48, Page nos. 6508 to 6521, Being No. 14703 of 2010, registered at ARA II, Kolkata	3	Deepshikha Aditya	Salarpuria Simplex Realty Ventures Pvt. Ltd.	
Total	18			

R.S. / L.R. DAG NO. 545

DEED DETAILS	PROJECT AREA	VENDOR	PURCHASER	CONFIRMING PARTY
Deed of Conveyance dated 12.02.2007 recorded in Book No. I, CD Vol No. 1, Page nos. 1 to 18, Being No. 07070 to 2007 registered at ARA II, Kolkata	25	Sukla Dutta	Aster Suppliers Private Limited & 7 other companies	
Deed of Conveyance dated 14.12.2007 recorded in Book No. I, CD Vol No. 1, Page nos. 1 to 16, Being No. 00114 to 2008 registered at ARA II, Kolkata	33	Mahendra Kumar Agarwal	Falcon Tie Up Private Limited & 41 other Companies	

Deed of Conveyance dated 15.12.2012 recorded in Book No. I, CD Vol No. 62, Page nos. 2756 to 2771, Being No. 15516 to 2012 registered at ARA II, Kolkata	25	Sarbani Mitra	Everstrong Promoters Private Limited & 2 others	
Deed of Conveyance dated 28.09.2012 recorded in Book No. I, CD Vol No. 54, Page nos. 1567 to 1583, Being No. 13642 to 2012 registered at ARA II, Kolkata	41	Bengal Benfort Aqua Limited	Upperstar Realcon Private Limited & 5 others	Silicon Real Estate Private Limited
Total	124			

R.S. /L.R. DAG NO. 549

DEED DETAILS	PROJECT AREA	VENDOR	PURCHASER	CONFIRMING PARTY
Deed of Conveyance dated 18.10.2012 recorded in Book No. I, CD Vol No. 58, Page nos.5206 to 5225, Being No. 14750 of 2012 registered at ARA II, Kolkata	121	Bengal Benfort Aqua Limited	Reboil Marketing Private Limited & other 13 Company	Silicon Real Estate Private Limited
Deed of Conveyance dated 10.12.2013 recorded in Book No. I, CD Vol No. 1, Page nos. 118 to 132, Being No. 00006 of 2014 registered at ARA II, Kolkata	5	Somnath Samanta	Lotous Commtrade Private Limited & other 7 Compy	
Deed of Conveyance dated 10.12.2013 recorded in Book No. I, CD Vol No. 1, Page nos. 148 to 163, Being No. 00008 of 2014 registered at ARA II, Kolkata	3	Rabindra Nath Samanta	Lofty Estate Private Limited & other 20 Company	
Deed of Conveyance dated 10.12.2013 recorded in Book No. I, CD Vol No. 1, Page nos. 164 to 178, Being No. 00010 of 2014 registered at ARA II, Kolkata	5	Rabindra Nath Samanta	Lofty Estate Private Limited & other 20 Company	
Deed of Conveyance dated 10.12.2013 recorded in Book No. I, CD Vol No. 1, Page nos. 193 to 207, Being No. 00012 of 2014 registered at ARA II, Kolkata	5	Rabindra Nath Samanta	Lofty Estate Private Limited & other 20 Company	

Deed of Conveyance dated 10.12.2013 recorded in Book No. I, CD Vol No. 1, Page nos. 619 to 632, Being No. 00033 of 2014 registered at ARA II, Kolkata	10	Somnath Samanta	Viewline Realtors Private Limited & Wrinkle Suppliers Private Limited	
Deed of Conveyance dated 10.12.2013 recorded in Book No. I, CD Vol No. 1, Page nos. 633 to 646, Being No. 00034 of 2014 registered at ARA II, Kolkata	4	Rabindra Nath Samanta	Viewline Realtors Private Limited & Wrinkle Suppliers Private Limited	
Deed of Conveyance dated 10.12.2013 recorded in Book No. I, CD Vol No. 1, Page nos. 92 to 104, Being No. 00004 of 2014 registered at ARA II, Kolkata	9	Harabala Samanta	Roselife Hirise Private Limited	
Deed of Conveyance dated 10.12.2013 recorded in Book No. I, CD Vol No. 1, Page nos. 105 to 117, Being No. 00005 of 2014 registered at ARA II, Kolkata	8	Harabala Samanta	Parrot Vinimay Private Limited	
Deed of Conveyance dated 28.02.2014 recorded in Book No. I, CD Vol No. 12, Page nos. 4453 to 4466, Being No. 02624 of 2014 registered at ARA II, Kolkata	9	Sushanta Samanta	Muchmore Residency Private Limited	
Deed of Conveyance dated 28.02.2014 recorded in Book No. I, CD Vol No. 12, Page nos. 4467 to 4480, Being No. 02625 of 2014 registered at ARA II, Kolkata	8	Sushanta Samanta	Ritudhar Construction Private Limited	
Deed of Conveyance dated 14.03.2014 recorded in Book No. I, CD Vol No. 15, Page nos. 3342 to 3355, Being No. 3261 of 2014 registered at ARA II, Kolkata	13	Nemai Chandra Samanta	Vimridh Complex Private Limited	
Deed of Conveyance dated 14.03.2014 recorded in Book No. I, CD Vol No. 15, Page nos. 3356 to 3369, Being No. 03262 of 2014 registered at ARA II, Kolkata	9	Nemai Chandra Samanta	Laxmidhan Housing Private Limited	

Deed of Conveyance dated 10.12.2013 recorded in Book No. I, CD Vol No. 18, Page nos. 2290 to 2317, Being No. 03855 of 2014 registered at ARA II, Kolkata	1	Somnath Samanta	Charms Merchants Private Limited & other 41 Companies	
Deed of Conveyance dated 30.05.2014 recorded in Book No. I, CD Vol No. 31, Page nos. 3238 to 3255, Being No. 06618 of 2014 registered at ARA II, Kolkata	6	Tarak Samanta	Winzer Commodities Private Limited & other 7 Companies	
Deed of Conveyance dated 30.05.2014 recorded in Book No. I, CD Vol No. 31, Page nos. 3271 to 3287, Being No. 06620 of 2014 registered at ARA II, Kolkata	3	Tarak Samanta	Lofty Estate Private Limited and 20 others	
Deed of Conveyance dated 27.05.2014 recorded in Book No. I, CD Vol No. 30, Page nos. 3368 to 3382, Being No. 06428 of 2014 registered at ARA II, Kolkata	7	Tarak Samanta	Vimridh Griha Nirman Private Limited & Makelife Realestate Private Limited	
Deed of Conveyance dated 08.05.2014 recorded in Book No. I, CD Vol No. 30, Page nos. 3977 to 3990, Being No. 06446 of 2014 registered at ARA II, Kolkata	4	Bablu Samanta	Vimridh Griha Nirman Private Limited & Makelife Realestate Private Limited	
Deed of Conveyance dated 08.05.2014 recorded in Book No. I, CD Vol No. 38, Page nos. 1624 to 1637, Being No. 06429 of 2014 registered at ARA II, Kolkata	6	Bablu Samanta	Sugandh Dealer Private Limited & other 3 Companies	
Deed of Conveyance dated 08.05.2014 recorded in Book No. I, CD Vol No. 38, Page nos. 1652 to 1665, Being No. 06431 of 2014 registered at ARA II, Kolkata	6	Bablu Samanta	Winzer Commodities Private Limited & other 7 Companies	
Total	242			

R.S. / L.R. DAG NO.550

DEED DETAILS	PROJECT AREA	VENDOR	PURCHASER	CONFIRMING PARTY
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Deed of Conveyance dated 28.09.2012 recorded in Book No. I, CD Vol No. 54, Page nos. 2609 to 2624, Being No. 13637 of 2012 registered at ARA II, Kolkata	46	Bengal Benfort Aqua Limited	Upperstar Realty Pvt. Ltd. & other 5 Co.	Silicon Real Estate Private Limited
Total	46			

R.S./ L.R. DAG NO.551(P)

DEED DETAILS	PROJECT AREA	VENDOR	PURCHASER	CONFIRMING PARTY
Deed of Conveyance dated 01.06.2007, recorded in Book No. I, CD Vol No. 12 Page nos. 608 to 626, Being No. 06437 of 2007, registered with DSR II, North 24 Parganas	2	Pradip Kumar Mondal	Lofty Estate Private Limited & other 20 Companies	
Deed of Conveyance dated 28.09.2012, recorded in Book No. I, CD Vol No. 54, Page nos. 2625 to 2641, Being No. 13638 of 2012, registered with ARA II, Kolkata	8	Bengal Benfort Aqua Limited	Upperstar Realcon Pvt. Ltd. & other 5 Co.	Silicon Real Estate Private Limited
Deed of Conveyance dated 28.09.2012, recorded in Book No. I, CD Vol No. 54, Page nos. 2660 to 2677, Being No. 13640 of 2012, registered with ARA II, Kolkata	5	Bengal Benfort Aqua Limited	Winwood Realtors Private Limited & Orotund Commercial Private Limited	Silicon Real Estate Private Limited
Deed of Conveyance dated 08.02.2019 recorded in Book No. I Vol No. 1504 Page nos. 12739 to 12798 Being No. 00300 of 2019 registered with ADSR Bidhannagar	1	Azhar Rahaman	Vimridh Griha Nirman Pvt. Ltd. & 5 Others	Lalit Kumar Giria (HUF) and 2 others
Deed of Conveyance dated 13.02.2019, recorded in Book No. I, Vol No. 1504, Page nos. 13625 to 13655, Being No. 00326 of 2019, registered with ADSR Bidhannagar, Kolkata	1	Bindu Bihani	Orotund Commercial Pvt. Ltd.	
Deed of Conveyance dated 13.02.2019 recorded in Book No. I Vol No. 1504 Page nos. 13656 to 13699 Being No. 00327 of 2019 registered with ADSR Bidhannagar, Kolkata	1	Veenapani Tie up Pvt. Ltd. & Heritage Commodeal Pvt. Ltd.	Impressive Realtors Pvt. Ltd. and 4 others	Tulsi Nandi

Deed of Conveyance dated 13.02.2019 recorded in Book No. I Vol No.1504 Page nos.13700 to 13738 Being No. 00328 of 2019 registered with ADSR Bidhannagar	0	Pallet Dealcom Pvt. Ltd. & Lance Barter Pvt. Ltd.	Prestige Dealcomm Pvt. Ltd. and Fortune Suppliers Pvt.Ltd.	Biswajit Nandy
Total	18			

R.S./L.R. DAG NO.552

DEED DETAILS	PROJECT AREA	VENDOR	PURCHASER	CONFIRMING PARTY
Deed of Conveyance dated 28.09.2012 recorded in Book No. I, CD Vol No. 54, Page nos. 4981 to 4998, Being No.13778 of 2012 registered at ARA II, Kolkata	57	Bengal Benfort Aqua Limited	Ecogold Hirise Private Limited & other 5 Company	Silicon Real Estate Private Limited
Deed of Conveyance dated 24.01.2013 recorded in Book No. I, CD Vol No. 8, Page nos. 1883 to 1898, Being No. 02389 of 2013 registered at ARA II, Kolkata	14	Bengal Benfort Aqua Limited	Madhudhan Infratech Private Limited & Kotiratan Appartment Private Limited	Siliconn Infracon Private Limited (formerly Silicon Real Estate Private Limited)
Deed of Conveyance dated 24.01.2013 recorded in Book No. I, CD Vol No. 8, Page nos. 1899 to 1915, Being No. 02390 of 2013 registered at ARA II, Kolkata	8	Bengal Benfort Aqua Limited	Brijdham Residency Private Limited	Siliconn Infracon Private Limited (formerly Silicon Real Estate Private Limited)
Deed of Conveyance dated 27.02.2013 recorded in Book No. I, CD Vol No. 8, Page nos. 1916 to 1930, Being No. 02391 of 2013 registered at ARA II, Kolkata	10	Bengal Benfort Aqua Limited	Magalshiv Developers Private Limited	Siliconn Infracon Private Limited (formerly Silicon Real Estate Private Limited)
Deed of Conveyance dated 27.02.2013 recorded in Book No. I, CD Vol No. 8, Page nos. 1931 to 1947, Being No. 02392 of 2013 registered at ARA II, Kolkata	8	Bengal Benfort Aqua Limited	Mangalvarsha Properties Private Limited	Siliconn Infracon Private Limited (formerly Silicon Real Estate Private

				Limited)
Deed of Conveyance dated 27.02.2013 recorded in Book No. I, CD Vol No. 8, Page nos. 1948 to 1964, Being No. 02393 of 2013 registered at ARA II, Kolkata	8	Bengal Benfort Aqua Limited	Gajrup Housing Private Limited	Siliconn Infracon Private Limited (formerly Silicon Real Estate Private Limited)
Deed of Conveyance dated 27.02.2013 recorded in Book No. I, CD Vol No. 1904-2024, Page nos. 820000 to 820026, Being No. 190415556 of 2024 registered at ARA II, Kolkata	2	Sandya Porey, Arati Mondal, Abira Maity, Samir Kumar Santra	Laxmiwan Constructions Private Limited & Tidily Commodities Private Limited	Dulal Dam
Deed of Conveyance dated 17.05.2025 recorded in Book No. I, Vol No. 1904-2025, Page nos. 324023 to 324045, Being No. 190407309 of 2025 registered at ARA II, Kolkata		Samiran Gain	Laxmiwan Constructions Private Limited & Tidily Commodities Private Limited	
Total	107			

R.S. / L.R. DAG NO. 553

DEED DETAILS	PROJECT AREA	VENDOR	PURCHASER	CONFIRMING PARTY
Deed of Conveyance dated 06.06.2007 recorded in Book No. I, CD Vol No. 5, Page nos.7171 to 7193, Being No. 05161 of 2007 registered at DSR II, Barasat	82	Kishori Mohan Naskar, Nabakumar Naskar & Archana Mondal	Lofty Estate Private Limited & other 20 Companies	
Total	82			

R.S./L.R. DAG NO. 554

DEED DETAILS	PROJECT AREA	VENDOR	PURCHASER	CONFIRMING PARTY
Deed of Conveyance dated 28.09.2012 recorded in Book No. I, CD Vol No. 54, Page nos. 2591 to 2608, Being No. 13636 of 2012 registered at ARA II, Kolkata	45	Happy Devgriha Private Limited & other 7 Companies	Obvert Tracon Private Limited & other 9 Companies	
Total	45			

R.S. / L.R. DAG NO. 555

DEED DETAILS	PROJECT AREA	VENDOR	PURCHASER	CONFIRMING PARTY
Deed of Conveyance dated 28.09.2012 recorded in Book No. I, CD Vol No. 54, Page nos. 2591 to 2608, Being No. 13636 of 2012 registered at ARA II, Kolkata	52	Happy Devgriha Private Limited & other 7 Companies	Obvert Tracon Private Limited & other 9 Companies	
Total	52			

SCHEDULE C

PART I

(DESCRIPTION OF PHASE I COMMON AREAS)

Serial No	Description
1	The entire Phase I Land described in Part II of Schedule B

2	Driveways and paths and passages
3	Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
4	CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Promoter.
5	Security kiosks.
6	Water supply or Deep tube well for water supply with water distribution pipes at the Project.
7	Water waste and sewerage evacuation pipes and drains from the Project to the municipal drains.
8	DG Set, its panels, accessories and wirings and space for installation of the same. (limited power back for apartment at extra cost)
9	Underground water reservoir for Fire and other common fire safety system as per the WBFES rules and norms.
10	STP
11	Garbage Composter
12	Gate Goomty
13	Solar PV Plant at Roof in Specific towers as provided by the Promoter .
14	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.

PART II

(DESCRIPTION OF TOWER COMMON AREAS)

Serial No	Description
1	Ground Floor Lobby along with typical floor lobby
2	Staircases, landings and passage and stair-cover on the ultimate roof.
3	Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the two lifts of the Building.
4	Two Lift, with machineries accessories and equipment's (including the lift machine room) and lift well for installing the same in the Building.
5	Electrical installations with main switch and meter and space required therefor.

6	Overhead water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
7	Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
8	Portion of Roof as may be identified by the Promoter as Common Roof of the Building subject to the exceptions and reservations contained herein
9	WC and Shower area in each floor,
10	Toilets in the ground floor of the Building, if any.
11	Fire Detection & Protection System, Fire Refuge Platform and Fire Staircase as per WBFES recommendation.
12	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 Building

PART III

(DESCRIPTION OF COMPLEX SHARED COMMON AREAS)

Serial No	Description
1	The entire Complex Shared Land described in Part IV of Schedule B
2	Podium amenities as described in Annexure – Part IV
3	Greenbelt amenities as described in Annexure – Part V
4	Club House amenities as described in Annexure – Part VI
5	Driveways and paths and passages of the whole complex
6	Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
7	CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Promoter.
8	Security kiosks.
9	Underground water reservoir
10	Water supply or Deep tube well for water supply with water distribution pipes at the Project.
11	Water waste and sewerage evacuation pipes and drains from the Project to the municipal drains.

12	DG Set, its panels, accessories and wirings and space for installation of the same. (limited power back for apartment at extra cost)
13	Underground water reservoir for Fire and other common fire safety system as per the WBFES rules and norms.
14	Pump Room and installations for STP
15	Pump room and installations for WTP
16	Garbage Composter
17	Gate Goomty Complex
18	Solar PV Plant at Roof in Specific towers as provided by the Promoter .
19	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.

PART IV

(DESCRIPTION OF PODIUM AMENITIES AND FACILITIES)

Serial No	Description
1	Dribble Court
2	Kids' play Area
3	Viewing Deck
4	Pickle Ball Court
5	Sports Fan Zone
6	Outdoor Gym
7	Swimming Pool with Jacuzzi
8	Bar B Que
9	Senior citizens area
10	Reflexology walk

PART V

(DESCRIPTION OF GREENBELT AMENITIES AND FACILITIES)

Serial No	Description
1	Pergola Garden
2	Adventure Play Zone
3	Blossom's Sculpture
4	Mini Cricket Ground
5	Jogging Track (Partly)
6	Fruit/Flower Garden
7	Interactive Play area
8	Natural Play Zone
9	Energy Play Zone
10	Hillock Zone
11	Leisure Lawn
12	Pet Park
13	Jogging Track (Partly)
14	Zen Garden
15	Hammock Garden

PART VI

(DESCRIPTION OF CLUB AMENITIES AND FACILITIES)

Serial No	Description of Common Area
1	Indoor Badminton Court
2	Squash Court
3	Indoor Games Room

4	Meeting room
5	Community Hall with attached Pre Function area
6	AV Room
7	Toddlers play area
8	Gymnasium
9	Multipurpose room (Zumba/Yoga) etc. with attached terrace
10	Steam and Spa
11	Rooftop Swimming Pool
12	Alfresco Dinning
13	Co Working Space
14	Guest Rooms

SCHEDULE D

PART I

(DESCRIPTION OF APARTMENT)

ALL THAT the residential Apartment No. [__] on the [__] floor of Tower No [__] having carpet area of [__] square metre (equivalent to [__] square feet) along with an exclusive balcony area of [__] square metre (equivalent to [__] square feet), an exclusive open terrace area of [__] square metre (equivalent to [__] square feet) appurtenant to the carpet area of the residential Apartment and along with an exclusive utility room area of [__] square metre (equivalent to [__] square feet) corresponding to a built up area of [__] square metre (equivalent to [__] square feet) and corresponding super built up area of [__] square metre (equivalent to [__] square feet) in the Phase I Project to be constructed on the Phase I Land forming part of the Phase I Project and delineated on the map/plan annexed as **Annexure D** and bordered around in colour BLUE .

PART II

(DESCRIPTION OF PARKING SPACE)

All that the right to park ____ number of ____ car parking space at _____.

PART III

(SPECIFICATIONS OF APARTMENT)

SL. NO.	DESCRIPTION	SPECIFICATIONS
A	Foundation:	RCC cast in-situ bored piling work.
B	Structure:	RCC Framed Structure.
C	Doors:	
1	Main Door	Flush Door with lamination finish on both sides. Video Door Phone to be installed.
2	Internal Doors	Flush Door.
3	Frame	Wooden.
4	Hardware Fittings	Stainless Steel.
D	Windows:	Aluminum / UPVC.
E	Railing:	Glass Railing for the Main Balcony.
F	Utility Balcony:	MS Railing for the Utility Balcony
G	Wall & Floor Finish:	
1	Master Bed Room and other Bed Rooms - Flooring	Vitrified Tiles.
2	Master Bed Room and other Bed Rooms - Wall Finish	Putty /Gypsum plaster finish
3	Living & Dining Rooms - Flooring	Vitrified Tiles
4	Living & Dining Rooms - Wall Finish	Putty /Gypsum plaster finish
5	Kitchen - Flooring	Antiskid Vitrified Tiles
6	Kitchen - Wall Finish	Ceramic/Vetrified tiles dado up to 2 ft., height above counter, rest Putty/Gypsum plaster finish.
7	Kitchen Counter	Engineered/Natural Stone slab
8	Kitchen Sink	Stainless Steel.
9	Bathroom - Flooring	Anti-skid Vitrified Tiles.
10	Bathroom - Wall Finish	Ceramic/Vitrified tiles dado up to lintel height, rest Putty/Gypsum plaster finish.
H	Sanitary Fittings:	Western Style Sanitary Fittings & Fixtures
I	Staircase:	Flooring – Kota/Epoxy flooring. Wall - Paint Finish
J	Electrical:	Modular Switches. Telephone point in Living room TV points in Master bedroom & Living room Geyser points in all toilets. Hot water connection in Toilet wash basin, Shower and kitchen sink.

		Exhaust points provided in all bathrooms and kitchen windows.
K	Elevator / Lift:	Two Passenger Lifts at Each Tower.
L	Exterior:	Weather coat paint finish.
M	Air-conditioning:	VRF Air-conditioning in all living, dining & bedrooms.

SCHEDULE E

PAYMENT PLAN

SCHEDULE OF PAYMENT			
1.	Application Fee	On Application	2 Lakh (+) GST
2.	On Allotment	Within 30 days from the date of allotment	10% of Unit Consideration* (-) Two Lakh (+)
3.	1 st Installment	On Agreement	10% of Unit Consideration*(+) GST
4.	2 nd Installment	On Completion of Piling	10% of Unit Consideration*(+) GST
5.	3 rd Installment	On Ground Floor slab Casting of respective tower/block	10% of Unit Consideration*(+) GST
6.	4 th Installment	On Casting of 03 rd Floor slab of respective tower/block	10% of Unit Consideration*(+) GST
7.	5 th Installment	On Casting of 07 th Floor slab of respective tower/block	10% of Unit Consideration*(+) GST
8.	6 th Installment	On Casting of Roof slab of respective tower/block	15% of Unit Consideration*(+) GST
8.	7 th Installment	On Completion of flooring of respective tower/block	10% of Unit Consideration*(+) GST
10.	8 th Installment	On Completion of Internal Putty of respective tower/block	10% of Unit Consideration*(+) GST
11.	Final Installment	On or before the date of possession	5% of Unit Consideration * (+) EDC Chagres (+) Deposits (+) GST

SCHEDULE F

COMMON EXPENSES

Other Charges & Deposits

Sl. No	Particulars	Amount
1	Legal Charges	Rs. _____ per unit
2	Club Development Charges	Rs. _____ per sq.ft
3	Generator Charges	Rs. _____ per sq.ft
4	Transformer & Main Meter Charges	Rs. _____ per sq.ft
5	Association Charges	Rs. _____ per unit
6	Adv. Maintenance	Rs. _____ per sq. ft. per month (for 1 years)
7	Sinking Fund	Rs. _____ per sq.ft

IN WITNESS WHEREOF the Parties herein above named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day, 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: