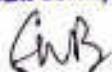


AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is executed on this ____ day of _____, 2024

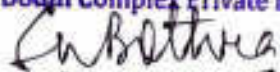
BY AND BETWEEN

Siddha Real Estate Development Private Limited



Authorised Signatory

Bodhi Complex Private Limited



Director/Authorised Signatory

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Siddha Real Estate Development Private Limited (having PAN AAJCS6830L and CIN U45400WB2006PTC107215), a Company within the meaning of The Companies Act, 2013, having its registered office at 99A, Park Street, 6th floor, Police Station and Post Office - Park Street, Kolkata - 700016, District - Kolkata represented by its Authorized Signatory **Mr.** _____ (PAN _____), son of _____, by faith _____, by nationality _____, by occupation _____, working for gain at Siddha Park, 99A, Park Street, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (hereinafter referred to as "the **Promoter**", which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-interest and/or assigns) of the **FIRST PART**

AND

Bodhi Complex Private Limited (formerly known as Arch Griha Nirman Private Limited) (having PAN AAFCA2450E and CIN U70101WB2005PTC103609), a Company within the meaning of The Companies Act, 2013, having its registered office at 99A, Park Street, Police Station and Post Office - Park Street, Kolkata - 700016, District - Kolkata represented by its constituted attorney **Siddha Real Estate Development Private Limited** pursuant to the registered Power of Attorney dated 26th January 2023 as supplemented by First Supplemental Agreement cum Power of Attorney dated 29th January 2024 represented by its Authorized Signatory **Mr.** _____ (PAN _____), son of _____, by faith _____, by nationality _____, by occupation _____, working for gain at Siddha Park, 99A, Park Street, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (hereinafter referred to as "the **Owner/Vendor**", which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-interest and/or assigns) of the **SECOND PART**

AND

(1) _____ S/o _____, by faith _____, by nationality India, by occupation _____, residing at _____ and (2) _____ S/o _____, by faith _____, by nationality India, by occupation _____, residing at _____ (hereinafter called the "**Allottee**"), of the **THIRD PART**:

SECTION-I

I. Definitions—In this Agreement, the following terms shall have the following meanings assigned to them hereinbelow, unless the context otherwise requires thereunder:

(a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 or any other act or law as may be applicable to the Project and wherever the context so permits include the rules and regulations framed thereunder and notifications passed in connection therewith;

(b) "**Allotted Apartment**" shall mean the Flat, Exclusive Balcony/Verandah, if any and Parking Space, if any for parking of motor car at the Parking Spaces, all morefully and particularly mentioned and described in the **Second Schedule** hereunder written;

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(c) **"Allottee"** shall mean one or more Allottees named above and include:

(i) in case of an individual/individuals, his/her/their respective heirs, executors, administrators, legal representatives and/or permitted assigns;

(ii) in case of a Hindu undivided family, its members for the time being, their respective heirs, executors, administrators, legal representatives and/or permitted assigns;

(iii) in case of a partnership firm, its partners for the time being, their respective successors and/or heirs, executors, administrators, legal representatives as the case may be and/or permitted assigns;

(iv) in case of a company or limited liability partnership, its successor or successors-in-interest and/or permitted assigns;

(v) in cases not falling within any of the above categories, the constituent of the Allottee as its nature and character permits and shall include its/their respective successors and/or permitted assigns;

(d) **"Applicable Interest Rates"** shall mean the rate of interest prescribed under the Act or the Rules framed thereunder from time to time;

(e) **"Approvals"** shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Project;

(f) **"Architect"** shall mean "Ingrain" of 5th Floor, ITTS House, Kalaghora Fort, Mumbai 400001, as appointed by the Promoter;

(g) **"Association"** shall mean an association or society or company or like body of the Apartments Acquirers to be formed by the Promoter as per the Act for the Common Purposes;

(h) **"Buildings"** shall mean residential and other buildings to be constructed by the Promoter at the Subject Properties in accordance with the Building Plans and to comprise of various self-contained Apartments, Verandah/Balcony, and other constructed spaces and shall include the Parking Spaces and shall also include additional apartments, additional parking spaces and other structures as be sanctioned by the concerned authority and erected by the Promoter at the said Subject Properties;

(i) **"Building Plan"** shall mean the plans sanctioned by the concerned authorities for construction of new buildings at the Subject Properties from time to time and include the plan vide Building Memo No. 8303/NKDA/BPS-04(72)/2023 sanctioned by New Town Kolkata Development Authority (NKDA) on 24th August, 2023, for construction of the Buildings at a portion of the Subject Properties and shall include any revised/modified building plan including for construction of additional apartments and additional parking spaces as detailed hereinafter and all sanctionable modifications thereof and/or alterations thereto as may be necessary and/or

required by the Promoter from time to time as per the recommendation of the Architects subject to compliance of the Act;

(j) **"Carpet Area"** shall mean the net usable floor area of the Flat including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah;

(k) **"Common Areas"** shall mean collectively the areas, facilities and amenities as specified in **Part-I** of the **Fourth Schedule** hereunder written for the beneficial use and enjoyment of their respective apartments and other constructed areas in the Project by the Other Allottees;

(l) **"Common Expenses"** shall mean and include all expenses for the Common Purposes briefly described and without limitation in **Part-IV** of the **Fourth Schedule** hereunder written and proportionate share whereof to be borne, paid and contributed by the Allottee;

(m) **"Common House Rules"** shall mean the rules and regulations to be observed fulfilled and performed by the Allottee and the other Other Allottees for payment of Taxes and Outgoings by them as mentioned in **Part-I** of the **Sixth Schedule** hereunder written and for the common, peaceful, effective, harmonious and beneficial use and enjoyment of the Project by them as mentioned in **Part-II** of the **Sixth Schedule** hereunder written;

(n) **"Common Purposes"** shall mean and include (a) providing and maintaining essential services for the benefit of the Other Allottees; (b) collection and disbursement of the Common Area Maintenance Charges and other Common Expenses and (c) dealing with matters of common interest of the Other Allottees and their mutual rights and obligations;

(o) **"Force Majeure"** shall have the meaning meant to in the said Act;

(p) **"Maintenance In-charge"** shall, until formation of the Association, mean the Promoter and/or its appointed one or more facility management agencies or nominees to look after the maintenance and administration of the Project and other Common Purposes and upon its formation mean the Association;

(q) **"Other Allottees"** shall mean persons who acquire apartments or other constructed spaces with or without Parking Spaces in the Project;

(r) **"Owner's Adjacent Housing Project"** shall mean another housing project being developed and/or caused to be developed by the Owner on the opposite side of the Project as an independent project, the owners and occupiers whereof shall be entitled to use and enjoy the Shared Common Areas. It is clarified that the Shared Common Areas are meant for the common use and enjoyment by the owners and occupiers of both the instant Project 'Siddha Serena' as well as the Owner's Adjacent Housing Project;

(s) **"Project"** shall mean the Subject Properties with the Buildings thereon and include the Common Areas thereof to be commonly known as **"SIDDHA SERENA"** or such other name as the Promoter in its absolute discretion may deem fit and proper AND wherever the context so intends or permits shall mean the concerned phase of the Project, i.e. Phase I of the Project

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on Phase I Land, Phase II of the Project on Phase II Land or Phase III of the Project on Phase III Land, as the case may be;

(t) "**Parking Spaces**" shall mean and include covered areas at the multi-level parking building and/or ground floor of the buildings at the Subject Properties for parking of motor cars and also mechanical multi-level car parking spaces as expressed or intended by the Promoter and may also include further parking spaces as be sanctioned by the concerned authorities;(u) "**Project Advocates**" shall mean Pankaj Shroff & Company, Advocates of 16 Strand Road, 'Diamond Heritage', N611, 6th floor, Kolkata-700001 appointed by the Owner and the Promoter for preparation of the sale agreement and sale deed for transfer of the Apartments in the Project;

(v) "**Proportionate**" or "**Proportionately**" or "**pro-rata**" shall have the same meaning as detailed in clause 27 hereinafter;

(w) "**Rules**" means the rules made under the said Act as amended and/or substituted from time to time;

(x) "**Regulations**" means the regulations made under the said Act as amended and/or substituted from time to time;

(y) "**Shared Common Areas**" shall mean collectively the areas, facilities and amenities as specified in **Part-III** of the **Fourth Schedule** hereunder written for the beneficial use and enjoyment of the Other Allottees and the owners and occupiers of the Owner's Adjacent Housing Project;

(z) "**Singular**" number shall mean and include the "Plural" number and vice-versa.

(aa) "**Subject Properties**" shall mean ALL THOSE the pieces and parcels of contiguous land containing an aggregate area of **756** Decimal (equivalent to **7.56** acre and **30594** Square meter) more or less situate lying at and comprising of several Dags in Mouza Kalikapur (J.L. No. 40) and Mouza Ganragari (J.L. No. 37) both within Police Station Rajarhat, in the District of North 24-Parganas morefully described in **PART-I** of the **FIRST SCHEDULE** hereunder written and shown in the plan annexed hereto, being Annexure A, duly bordered thereon in '**Brown**'.

(i) "**Project Access Land**" shall mean a 10 (ten) meter wide strip of land containing an aggregate area of **190.25** Decimal (equivalent to **1.9025** acre and **7699** Square meter) more or less situate lying at and comprising of several Dags in Mouza Kalikapur (J.L. No. 40) and Mouza Ganragari (J.L. No. 37) both within Police Station Rajarhat, in the District of North 24-Parganas morefully described in **Column E** of **PART-II** of the **FIRST SCHEDULE** hereunder written and shown in the plan annexed hereto, being Annexure A, duly bordered thereon in '**Yellow**', to be used to access the municipal/PWD road by the Owner, the Promoter, the Other Allottees and other persons permitted by the Owner including for the Owner's Adjacent Housing Project to be developed by the Owner in future.

(ii) "**Phase I Land**" shall mean ALL THOSE the pieces and parcels of land containing an aggregate area of **359.20** Decimal (equivalent to **3.5920** acre and **14536** Square

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meter) more or less situate lying at and comprising of several Dags in Mouza Kalikapur (J.L. No. 40) and Mouza Ganragari (J.L. No. 37) both within Police Station Rajarhat, in the District of North 24-Parganas morefully described in **Column F** of **PART-II** of the **FIRST SCHEDULE** hereunder written and shown in the plan annexed hereto, being Annexure A, duly bordered thereon in '**Red**' and wherever the context so intends or permits shall include the Project Access Land (defined above).

(iii) "**Phase II Land**" shall mean ALL THOSE the pieces and parcels of land containing an aggregate area of **88.90** Decimal (equivalent to **0.8890** acre and **3598** Square meter) more or less situate lying at and comprising of several Dags in Mouza Kalikapur (J.L. No. 40) and Mouza Ganragari (J.L. No. 37) both within Police Station Rajarhat, in the District of North 24-Parganas morefully described in **Column G** of **PART-II** of the **FIRST SCHEDULE** hereunder written and shown in the plan annexed hereto, being Annexure A, duly bordered thereon in '**Blue**' .

(iv) "**Phase III Land**" shall mean ALL THOSE the pieces and parcels of land containing an aggregate area of **117.65** Decimal (equivalent to **1.1765** acre and **4761** Square meter) more or less situate lying at and comprising of several Dags in Mouza Kalikapur (J.L. No. 40) and Mouza Ganragari (J.L. No. 37) both within Police Station Rajarhat, in the District of North 24-Parganas morefully described in **Column H** of **PART-II** of the **FIRST SCHEDULE** hereunder written and shown in the plan annexed hereto, being Annexure A, duly bordered thereon in '**Green**'.

(bb) The term or expression '**Party**' according to the context refers to the Promoter, Owner or the Allottee and the term or expression '**Parties**' refers to the Promoter, the Owner and the Allottee collectively.

(cc) Reference to a **gender** includes a reference to all other genders.

(dd) In this Agreement, in addition to the words defined in this **Section-I** above, the words put in brackets and in bold print define the word, phrase and expression hereinafter.

SECTION-II

WHEREAS:

A. The Owner hereto is the owner of the Subject Properties measuring **756** Decimal (equivalent to **7.56** acre and **30594** Square meter) more or less situate lying at and comprising of several Dags in Mouza Kalikapur (J.L. No. 40) and Mouza Ganragari (J.L. No. 37) both within Police Station Rajarhat, in the District of North 24-Parganas (morefully described in **Part-I** of the **First Schedule** hereunder written and shown in the plan annexed hereto, being Annexure A, duly bordered thereon in '**Brown**'). Facts about devolution of title of the Owner to the Subject Properties is described in the **Fifth Schedule** hereunder written.

B. The Subject Properties include a 10 (ten) meter wide strip of land (hereinafter referred and defined as "the **Project Access Land**" and shown in the plan annexed hereto, being Annexure A, duly bordered thereon in '**Yellow**') to be used for access from the municipal/PWD road by

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the Owner, the Promoter, the Other Allottees and certain other persons permitted by the Owner including for Owner's Adjacent Housing Project to be developed by the Owner in future.

C. The Owner and the Promoter have entered into a Development Agreement dated 26th January, 2023 registered with the Additional Registrar of Assurances-IV, Kolkata in Book I, Being No. 190404078 for the year 2023 as supplemented by the First Supplemental Agreement dated 29th January 2024 registered with the Additional Registrar of Assurances-IV, Kolkata in Book I, Being No. 190401607 for the year 2024 and as supplemented by the Second Supplemental Agreement dated 28th June 2024 registered with the Additional Registrar of Assurances-IV, Kolkata in Book I, Being No. 190409591 for the year 2024 ("Development Agreement", which expression shall unless excluded by or repugnant to the subject or context mean and include any further supplemental agreement or agreements executed between the Owner and the Promoter in respect of the Subject Properties) for the purpose of development by the Promoter of a real estate project over the land contained in the Subject Properties belonging to the Owner for mutual benefit and for the consideration and on the terms and conditions therein contained.

D. The Owner has granted in favour of the Promoter a Power of Attorney dated 26th January 2023 registered with the Additional Registrar of Assurances-IV, Kolkata in Book I, Being No. 190404096 for the year 2023 as supplemented by the First Supplemental Agreement cum Power of Attorney dated 29th January 2024 registered with the Additional Registrar of Assurances-IV, Kolkata in Book I, Being No. 190401607 for the year 2024 to do several acts deeds matter and things concerning the development of the Project and sale or otherwise transfer of the saleable areas of the Project, including Apartments, Balcony/Verandah, Parking Spaces, other constructed areas therein as morefully stipulated therein.

E. In terms of the said Development Agreement, the Owner and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right title and interest of the Owner to portion of the land contained in the Subject Properties on which Project is under construction have been completed.

F. Plan for construction of the Building(s) on the Phase I Land of the Project (as shown in the plan annexed hereto, being Annexure A, duly bordered thereon in '**Red**') and the Plan for construction of the Building(s) on the Phase II Land of the Project (as shown in the plan annexed hereto, being Annexure A, duly bordered thereon in '**Blue**') and the Plan for construction of the Building(s) on the Phase III Land of the Project (as shown in the plan annexed hereto, being Annexure A, duly bordered thereon in '**Green**') at a portion of the Subject Properties has been sanctioned by the NKDA on 24th August, 2023 vide Building Memo No. 8303/NKDA/BPS-04(72)/2023. The said plan is likely to be caused to be revised by the Promoter for construction of further storeys on such buildings including but not limited to upon availing FAR for 'green building' certification and the Allottee acknowledges that he is fully aware of the same and has no objection to such acts of the Promoter and the Owner.

G. Presently, the Phase I of the Project comprises of (i) Block/Building No. 01 (Namely - Tower 1-Nutopia) inter -*alia* having 1 (one) Ground+32 upper floors (G+32) residential tower/building, (ii) Multi Level Podium Car Parking Spaces, inter-*alia* comprising of demarcated portions of 1 (one) Ground+2 upper floors (G+2) building and (iii) Club

Block/Building, inter-alia comprising of 1 (one) Ground+2 upper floors (G+2) for Club and the Phase II of the Project comprises of (i) Block/Building No. 02 (Namely – Tower 2 - Emerelda) inter -alia having 1 (one) Ground+32 upper floors (G+32) residential tower/building, and (ii) Multi Level Podium Car Parking Spaces, inter-alia comprising of demarcated portions of 1 (one) Ground+2 upper floors (G+2) building and the Phase III of the Project comprises of (i) Block/Building No. 03 (Namely – Tower 3 -Arcadia) inter -alia having 1 (one) Ground+23 upper floors (G+23) residential tower/building, and (ii) Multi Level Podium Car Parking Spaces, inter-alia comprising of demarcated portions of 1 (one) Ground+2 upper floors (G+2) building.

H. The Promoter has started the commencement of construction of the Project.

I. The Promoter has registered the Phase III Land of the Project under the provisions of The Real Estate (Regulation And Development) Act, 2016 vide Registration No.WBRERA/P/NOR/202_/_____.

J. The Promoter has taken construction finance for the Project.

K. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for Phase III Land of the Project from the concerned Authorities. The Promoter agrees and undertakes that it shall not make any changes to the approved plans except in strict compliance with Section 14 of the Act and other laws and rules as applicable thereto. In this regard, the following Additional Disclosures/Details of the Project have been provided by the Promoter to the Allottee:

(i) Prior to entering into the Development Agreement, the Owner and the Promoter have expressly agreed that the Project Access Land shall also be used and enjoyed by the owners and occupiers of Owner's Adjacent Housing Project, being the housing project developed and/or caused to be developed by the Owner on the opposite side of the Project and for this reason the Project Access Land shall always remain part of the Shared Common Areas of the Project;

(ii) Prior to entering into the Development Agreement, the Owner has informed the Promoter as a condition precedent that the Owner shall be entitled to enter into necessary agreement/arrangement with the owners and occupiers of lands lying adjacent to the Subject Properties to permit them to use and enjoy the Project Access Land along with their respective transferees and in turn such owners and occupiers of lands lying adjacent to the Subject Properties would allow the Owner and its transferees to use and enjoy two more strips of lands measuring about 15 meters each, on either side of the Project Access Land, all together aggregating to about 40 meters (hereinafter referred to as "**the 40m Strip of Land**");

(iii) Prior to entering into the Development Agreement, the Owner has also informed the Promoter that the said 40m Strip of Land (including the Project Access Land) falls under the 'no construction zone' of the Appropriate Authority and there is a proposal for construction of a public road over the same in future under the Land Use Development Control Plan of the Appropriate Authority and for this reason the Project

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Access Land shall always be left open to sky and be used for ingress, egress and to lay to lay drainage, sewage, electricity, telephone, water, gas, electronic, digital, communication, data transfer and other wire, pipelines, conduits etc. and form part of the Shared Common Areas;

(iv) Prior to entering into the Development Agreement, the Owner and the Promoter have expressly agreed that the Club (including the podium) being developed by the Promoter at the Subject Properties shall be used and enjoyed by the owners, occupiers and transferees of the Owner's Adjacent Housing Project and all of them shall pay monthly subscription charges at the same rates for day to day running, maintenance, management and upkeep of the club at the rates fixed by the Promoter, which shall stand increased proportionately for both the Project developed on the Subject Properties and the Owner's Adjacent Housing Project developed on the opposite side thereof. The Club (including the podium) shall always be part of Shared Common Areas. The Promoter shall provide the first time equipment and infrastructure to be installed in the Club. The Promoter shall handover the management and administration of the Club to the Association of the flat buyers of the Project at the Subject Properties SUBJECT HOWEVER TO the right to use and enjoy the Club by the owners and occupiers of the Owner's Adjacent Housing Project.

(v) The other disclosures, details and additional terms are mentioned at several places in the Agreement and in the Schedules hereto and each of them have been expressly understood and agreed between the Parties hereto.

L. The Promoter had also created charge and/or mortgage over and in respect of the said Project unto and in favour of Messieurs Tata Capital Housing Finance Limited ("Lender") as and by way of security for due repayment of the project loan agreed to be advanced by the said Lender for and on account of development and construction of the said Real Estate Project.

M. The Allottee accepts and acknowledges all the disclosures, details and additional terms mentioned above and agrees not to raise any objection or dispute with regard thereto. The Allottee upon understanding the aforesaid disclosures, details, terms, conditions and the intent and purport thereof doth hereby provide to the Promoter its express consent as required under Section 14 of the Real Estate (Regulation and Development) Act, 2016 and rules and regulations for the time being applicable in West Bengal in respect of all acts, deeds and things done or that may be done by the Promoter to implement the aforesaid terms, conditions and agreements.

N. The Allottee acknowledges and confirms that he is entering into this agreement without relying on any of the publicity materials/advertisements published in any form or in any channel by the Promoter or the Owner or any third party in the past. The Allottee further acknowledges and confirms that the advertisements/publicity material released in the past does not provide any warranty and may not be providing complete details/disclosures as may be required under the said Act and the Allottee is not relying on the same for his decision to purchase the Allotted Apartment. The Allottee further acknowledges and confirms and undertakes to not make any claim against the Promoter or the Owner or seek cancellation of

the Agreement or refund of the monies paid by him by reason of anything contained in the publicity material/advertisement published in any form or in any channel.

O. The Parties have gone through all the terms and conditions set out in this Agreement including the disclosures made by the Promoter as above and understood the mutual rights and obligations detailed herein.

P. On demand from the Allottee, the Owner and the Promoter have given inspection to the Allottee of all the documents of title relating to the Subject Properties, the Development Agreement, the Power of Attorney and the Building Plan, designs and specifications prepared by the Architect and of such other documents as are specified under the Act.

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

R. The Parties, relying on the confirmations, representations and assurances of each other and 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.

S. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter and the Owner hereby agree to sell and the Allottee hereby agrees to purchase the Allotted Apartment with pro rata share in the Common Areas.

T. The Allottee vide Application No. _____, dated _____ has applied for purchase of the Allotted Apartment and has been allotted the Apartment No. _____ having a carpet area of _____ Square feet more or less on the ____th Floor and Exclusive Balcony/Verandah, if attached to the Apartment and if attached the same having carpet area of _____ Square feet more or less in _____ **Tower III- ARCADIA** of the project and **Together With** right to park medium size motor car in the Project, all morefully and particularly mentioned and described in Clause 1.2.1 and also in the Second Schedule hereunder written and of pro rata share in the Common Areas in the Project.

SECTION-III

III. 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: -

I. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter and the Owner agree to sell to the Allottee and the Allottee hereby agrees to purchase, the Allotted Apartment with pro rata share in the Common Areas with right to use and enjoy the Shared Common Areas.

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1.2 The Total Consideration for the Allotted Apartment is _____ (Rupees: _____) only plus applicable Goods and Service Tax (GST) thereon and in addition thereto the part of the Extras and Deposits computed so far amounting to Rs. _____ plus applicable Goods and Service Tax (GST) thereon, which aggregate amount hereinafter collectively referred to as "**Total Price**". The details of the Total Price of the Allotted Apartment are as follows:

1.2.1 The Total Consideration for the Allotted/Apartment based on carpet area is as follows:

Apartment No. _____ (ARCADIA)	
Cost of Apartment	Rs. _____/-
Cost of Parking Space, if any for Car	Rs. _____/-
Total	Rs. _____/- plus applicable taxes

1.2.2 **Extras:** The Total Extras payable by the Allottee to the Promoter are on the account of as mentioned below (hereinafter referred to as "**Extras**") and the same shall be payable within the period stipulated hereunder:

1. Charges for power connection for the Project: This amount is payable as reimbursement for the Allottee's share of all costs, incidentals, charges and expenses including electrical sub-station, transformer cost, if any, consultancy charges as be incurred by the Promoter for procuring power connection for the Project from WBSEB including proportionate share of the Security Deposit payable to WBSEB in respect of one or more common electric meters for providing and maintaining essential services in and for the Project.	Rs. _____/- per sft. of the carpet area of the Allotted Apartment, on possession.
2. Deposit for Allotted Apartment Meter: Security Deposit directly to WBSEB as may be demanded by WBSEB on account of individual meter for the Allotted Apartment.	On Actuals
3. Power Back-Up charges for providing power back up through Diesel Generator Set for maintaining essential services for the Project.	Rs. _____/- per KVA of the power provided for the Allotted Apartment on possession.
4. Advance Maintenance Charges – This amount is payable against advance maintenance charges for the Allotted Apartment.	Rs. _____/- per sft. Of the carpet area of the Allotted Apartment, payable on or before allowing the Allottee to do fit out or making over the possession of the Allotted Apartment whichever be earlier.
5. Association Formation Charges	Rs. _____/- payable on possession.

1.2.3 **Maintenance Deposit:** The Allottee shall pay to and deposit with the Promoter a sum of Rs. _____ per sft. of the Carpet Area of the Allotted Apartment (hereinafter referred to as the "**Deposit**") as funds for future repairs, replacement, improvements and developments in the

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Project. This amount shall be and/or may be adjusted against any arrear in maintenance charges and/or applicable taxes as the Promoter or the Association deems fit and proper. This amount shall be payable on or before the Promoter allowing the Allottee to do fit out within the Allotted Apartment or making over the possession of the Allotted Apartment, whichever be earlier.

1.2.4 Total Tax: The Goods and Services Tax (GST) or other similar taxes on the Total Consideration for the Allotted Apartment, the Extras and Deposits and Legal Documentation Charges shall be as per the applicable rates from time to time (presently the same being 5% on the consideration for the Residential Apartment and 18% on the Extras and Legal Documentation Charges mentioned above) and the Allottee undertakes and confirms to pay the same to the Promoter with each installment/payment and shall not raise any objection thereto.

1.2.5 Legal Documentation Charges: The Allottee shall pay to the Promoter or its nominee, a sum of Rs. _____ towards legal documentation charges for the Allotted Apartment plus applicable taxes, of which 50% shall be payable before execution of this agreement and the balance 50% before execution of the sale deed. In addition thereto, the Allottee shall also pay to the Promoter or its nominee a sum of Rs. _____ towards miscellaneous registration charges of legal documents for the Allotted Apartment plus applicable taxes, of which 50% shall be payable before execution of this agreement and the balance 50% before execution of the sale deed. If any the Allottee desires to transfer/nominate the Allotted Apartment to another person in terms hereof, then the Allottee shall pay to the Promoter or its nominee a sum of Rs. _____ towards documentation charges of the nomination agreement for the Allotted Apartment plus applicable taxes.

Explanation of Total Price:

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Allotted Apartment.

(ii) The total consideration for the Allotted Apartment, the Extras, the Deposits, Total Tax as mentioned in clauses 1.2.1, 1.2.2, 1.2.3, 1.2.4 above (i.e., the Total Price) and the Legal Documentation Charges as mentioned in clause 1.2.5 above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the Allotted Apartment to the Allottee and the Project to the Association of the Allottees, as the case may be, after obtaining the completion certificate from the concerned authority.

Provided that in case there is any change/modification in the taxes payable by the Allottee, 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 payable as stated in clause 1.2.1 and its sub-clauses hereinabove and the Allottee shall make payment of the same within 30 days of the same being demanded by the Promoter. In addition thereto, the Promoter shall also provide to the Allottee the details of the taxes paid or demanded along with

the Acts/Rules/Notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

(iv) The Total Price of the Allotted Apartment as mentioned in clauses 1.2.1, 1.2.2, 1.2.3 and 1.2.4 includes recovery of price of pro rata share of the Common Areas described in **Part-I** of the **Fourth Schedule** hereunder written respectively.

(v) **Stamp Duty and Registration fee:** The Allottee shall bear and pay all stamp duty, registration fee and allied and incidentals expenses payable on this agreement and the deed of conveyance and other documents to be executed in pursuance hereof.

(vi) **TDS:** If applicable tax deduction at source (**TDS**) under the Income Tax laws is deducted by the Allottee on the Consideration for Apartment payable to the Promoter, the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under these presents and the amount thereof shall be treated as outstanding.

(vii) The Allottee shall also pay to the Promoter interest free Maintenance Deposit as mentioned in clause 1.2.4 above and the same shall be transferred to the Association upon its formation and taking charge of the acts relating to the Common Purposes after adjusting all its dues on account of maintenance charges, common expenses and property tax pertaining to the Allotted Apartment.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the concerned 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 shall make the payment of the Total Consideration for the Allotted Apartment mentioned in clause 1.2.1 above plus the Taxes as per the payment plan set out in the **Third Schedule** hereunder written.

1.5 The Allottee shall make payment of the Extras mentioned in clause 1.2.2 above plus the applicable taxes mentioned in clause 1.2.3 above, unless otherwise mentioned herein, within 15 days of a demand made by the Promoter under and in terms of this agreement.

The Allottee shall also make payment of the Maintenance Deposit mentioned in clause 1.2.4 above plus the applicable taxes, if any to the Promoter on or before allowing the Allottee to do fit out within the Allotted Apartment or within 60 days of the issuance of the notice by the Promoter to take possession of the Allotted Apartment after the issuance of the Completion

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Certificate by the concerned authority and before taking possession thereof, whichever be earlier.

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments, as be mutually agreed by the Parties, 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 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in **Part-I** and **Part-II** of the **Fourth Schedule** hereunder written and in respect of the Allotted Apartment without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations in the Allotted Apartment as may be required by the Allottee at the costs of the Allottee or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm to the final Carpet Area of the Allotted Apartment including those of its appurtenances being Exclusive Balcony/Verandah, if any that has been allotted to the Allottee after construction of the Building is completed and the completion certificate has been granted by the concerned authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area of the Allotted Apartment including those of its appurtenances shall be recalculated at the same rate per square feet as agreed between the parties upon confirmation by the Promoter. If there is reduction in the Carpet Area of the Allotted Apartment including those of its aforesaid appurtenances, if any then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the Applicable Interest Rates prescribed in the Rules, from the date when such an excess amount was found to have been paid by the Allottee. If there is any increase in the Carpet Area of the Allotted Apartment including those of its aforesaid appurtenances, if any the Promoter may demand the increased amount for such increase from the Allottee as per the next milestone of the Payment Plan as provided in the **Third Schedule** hereunder written. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.2.1 of this Agreement.

In case of any dispute on the measurement of the Carpet Area of the Allotted Apartment including those of its appurtenances aforesaid, if any, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.

1.8 Subject to clause 9.3 herein, the Promoter agrees and acknowledges that the Allottee shall have the following rights to the Allotted Apartment:

- (i) The Allottee shall have exclusive ownership of the Allotted Apartment.

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

(iii) The computation of the Total Price of the Allotted Apartment includes recovery of price of indivisible proportionate share of land, construction [not only the Allotted Apartment but also proportionately] of the Common Areas, internal development charges, external development charges, cost of providing electric wiring, fire detection and firefighting equipment in the Common Areas, and includes cost for providing other facilities and amenities within the Project;

1.9 It is made clear by the Promoter and the Owner and the Allottee agrees that the Allotted Apartment and the Parking Space, if any shall be treated as a single indivisible Apartment for all purposes. It is specifically agreed that subject to the provisions contained in Clauses 13 and 14 of the Seventh Schedule hereunder written and its sub-clauses, the Project is an independent, self-contained Project covering the Phase III Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that subject to sharing of the Shared Common Areas described in Part-III of the Fourth Schedule hereunder written as mentioned herein and the provisions contained in Clauses 13 and 14 of the Seventh Schedule hereunder written, the Common Areas as mentioned in Part-I of the Fourth Schedule hereunder written shall be available only for use and enjoyment of the Other Allottees of the Project.

1.10 The Promoter agrees to pay all outgoings accruing due for the period before transferring the physical possession of the Allotted Apartment to the Allottee, which it has collected from the Allottee for the payment of outgoings {including municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan (if taken by the Promoter) and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Allotted Apartment and created by the Promoter}. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan (if taken by the Promoter) and interest thereon before transferring the Allotted Apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid at least 10% of the Total Consideration as part payment thereof for the Allotted Apartment mentioned in clause 1.2.1 above with applicable Goods and Service Taxes, until or at the time of execution of the agreement (the receipt of which the Promoter hereby acknowledges) and the Allottee hereby agrees to pay the remaining price of the Allotted Apartment as prescribed in the Payment Plan mentioned in the **Third Schedule** hereunder

written as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the applicable interest rates.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by relevant applicable construction milestones, the Allottee shall make all payments within 15 days of receiving written demand from the Promoter upon the Promoter reaching each milestone stipulated in the Payment Plan through Account Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of such bank account as stipulated in the demand letter and the same be payable at Kolkata;

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

3.2 The Promoter accepts no responsibility in regard to matters specified in clause 3.1 hereinabove. The Allottee shall keep the Promoter fully indemnified and harmless with regard to the matters referred in clause 3.1 hereinabove. In case 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 of the Allottee and such third party shall not have any right in the Allotted Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust and appropriate all payments made by him under any head of dues against lawful outstanding of the Allottee for the Allotted Apartment, if any.

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in his name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as be disclosed at the time of registration of the Project with the Authority under the Act and towards handing over the Allotted Apartment to the Allottee and the Project to the Association of the Other Allottees and the Allottee shall abide by the time schedule for payment in the manner as stated in the Third Schedule hereunder written.

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Allotted Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities (stated in **Part – I** and **Part – II** of the **Fourth Schedule** hereunder written). The Promoter shall develop the Project in accordance with the said layout plan, floor plan and specifications, amenities and facilities subject however to the terms in this Agreement. The Promoter undertakes to strictly abide by the plans approved and as may be approved as per the provisions contained herein by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the rules of the concerned authority and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under this Agreement and the Act and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE ALLOTTED APARTMENT:

7.1 Schedule for possession of the Allotted Apartment: The Promoter agrees and understands that timely delivery of possession of the Allotted Apartment to the Allottee and the Common Areas to the Association is the essence of the Agreement. The Promoter assures to hand over possession of the Allotted Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place within **December, 2028** unless there is delay or failure due to Force Majeure including war, flood, drought, fire, cyclone, earthquake, pandemic, epidemic or any other calamity caused by nature affecting the regular development of the Project (**Force Majeure**). However, if 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 Allotted 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 agreement shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee (less any tax received from the Allottee) within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession: The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice 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 agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within three months of receiving the occupancy certificate of the Project.

7.3 Failure of Allottee to take Possession of Allotted 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 such 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 continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee: After obtaining the completion certificate and handing over physical possession of the Allotted Apartment to the Allottee, it shall be the responsibility of the Promoter and the Owner to hand over the necessary documents and plans, including the Common Areas to the Association as per the local laws **Provided that** in the absence of any local law, the Promoter and the Owner shall handover the necessary documents and plans including Common Areas to the Association within 30 days after obtaining the completion certificate or formation and operationalization of the Association and handing over the Project to the Association, whichever be later.

7.5 Cancellation by the Allottee:

7.5.1 The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act;

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter or the Owner, the Allottee shall serve a 45 days' notice in writing to the Promoter in this regard and on the expiry of the said period the allotment shall stand cancelled and the Promoter shall be entitled to forfeit the Booking amount equal to ten (10) percent of the consideration for the Allotted Apartment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee without interest within 45 (forty-five) days of such cancellation subject to execution and registration of the deed of cancellation by the Allottee.

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

7.6.1 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Allotted Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Allotted Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Allotted Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

(i) The Owner has absolute, clear and marketable title with respect to the Phase III Land. The Promoter has requisite rights to carry out development upon the Phase III Land and has physical possession of the land for the Project.

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Phase III Land.

(iii) The Promoter had also created charge and/or mortgage over and in respect of the said Project unto and in favour of the Lender, Messieurs Tata Capital Housing Finance Limited as and by way of security for due repayment of the project loan agreed to be advanced by the said Lender for and on account of development and construction of the said Real Estate Project. Save as aforesaid, there are no encumbrances upon the Phase III Land and also upon the Allotted Apartment. Provided that if any encumbrance is created by the Promoter for the purpose of taking construction finance for the Project from any Bank or Financial Institution then and in such event the Promoter shall be obligated to cause to be redeemed/released the mortgage/charge on the Allotted Apartment from the mortgagee at or before the delivery of possession of the Allotted Apartment to the Allottee.

(iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, the Phase III Land and Allotted 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, Phase III Land, Allotted Apartment and Common Areas.

(v) 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 and interest of the Allottee created herein, may prejudicially be affected.

(vi) The Owner/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 Phase III Land including the Project and the Allotted Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(vii) The Owner/Promoter confirm that it is not restricted in any manner whatsoever from selling the Allotted Apartment to the Allottee in the manner contemplated in this Agreement;

(viii) At the time of or before the execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Allotted Apartment to the Allottee and the Common Areas to the Association.

(ix) The Allotted Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Allotted Apartment.

(x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities till the completion certificate has been issued by the competent authority and shall pay proportionate share thereof (attributable to the Allotted Apartment) till the period mentioned in the intimation notice to the Allottee to take possession of the Allotted Apartment or the actual date of delivery of possession, whichever be earlier.

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Phase III Land) has been received by or served upon the Owner/Promoter in respect of the Phase III Land and/or the Project save in respect of the Project Access Land as mentioned in the Recitals above.

(xii) The Phase III Land is not waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) Promoter fails to provide ready to move in possession of the Allotted Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time hereunder or to be disclosed at the time of registration of the Project with the Authority, whichever be earlier. 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 and for which occupation certificate/completion certificate has been issued by the competent authority;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

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

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

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

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

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

(i) In case the Allottee fails to make any of the payments within the due dates as per the Payment Plan mentioned in the Third Schedule hereto or fails to make payment of the Extras & Deposits in terms hereof 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 Applicable Interest Rates prescribed in the Rules.

(ii) In case of default by the Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter and the Owner may cancel the allotment of the Apartment in favour of the Allottee and in the event of the cancellation, this agreement shall stand cancelled and the Promoter shall become entitled to and shall forfeit the Booking amount equal to 10% (ten percent) of the consideration for the Allotted Apartment and deduct from the balance consideration all interest liabilities of the Allottee accrued till the date of cancellation. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee without interest subject to the Allottee executing and registering the deed of cancellation.

10. CONVEYANCE OF THE ALLOTTED APARTMENT:

The Owner and the Promoter, on receipt of Total Price of the Allotted Apartment by the Promoter as per clause 1.2 and sub-clauses 1.2.1, 1.2.2 and 1.2.3 above and the Deposit as per

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clause 1.2.4 above under the Agreement from the Allottee, shall execute a deed of conveyance and convey the title of the Allotted Apartment to the Allottee with right to use and enjoy the Shared Common Areas and convey the title of the indivisible share in the Common Areas to the Association within the time period as stated in local laws.

PROVIDED THAT, in the absence of local law, the deed of conveyance in favour of the Allottee shall be carried out by the Owner and the Promoter within 3 (three) months from the date of issuance of completion/occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and allied and incidental expenses within the period mentioned in the notice, the Allottee hereby authorizes the Owner and the Promoter to withhold execution and registration of the deed of conveyance in his favour till payment of stamp duty, registration charges and allied and incidental expenses to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

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

11. MAINTENANCE OF THE PROJECT:

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project upon the issuance of the completion certificate of the Project till the formation of the Association of the Other Allottees/Allottees and its becoming operational for the acts relating to the Common Purposes. The cost of such maintenance for a certain period, on the basis of estimated costs charges and expenses required to be incurred for providing and maintaining essential services, has been included in the Total Price as mentioned in Item No. 5 of clause 1.2.2 of this agreement. In case the formation and operationalization of the Association is delayed for no fault on the part of the Promoter, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the Project is handed over to the Association and the Allottees/Other Allottees shall be liable to pay to the Promoter the charges for such maintenance, property tax, common expenses and other outgoings in respect of the Allotted Apartment as and in the manner mentioned in **Part-I** of the **Sixth Schedule** hereunder written.

11.2 The Allottee acknowledges that providing and maintaining essential services is for the benefit of all the Other Allottees/Allottees and as such it is desirable that a facility management agency be appointed and in this regard the Allottee authorizes the Promoter to appoint a facility management agency.

11.3 The Allottee acknowledges that the Promoter shall be entitled to appoint a facility management agency for providing and maintaining essential services on such terms and conditions as the Promoter in its absolute discretion may deem fit and proper who upon being so appointed shall be and remain responsible for maintaining the essential services subject to payment of the charges to the Promoter for such maintenance, property tax, common expenses

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and other outgoings in respect of the Allotted Apartment as mentioned in **Part-I** of the **Sixth Schedule** hereunder written.

11.4 After formation of the Association of the Allottees, the Association of the Allottees will take control of the Common Areas and shall remain liable for providing and maintaining the essential services.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the issuance of the occupancy/completion certificate by the concerned authority and the same being occurred due to the acts of the Promoter and so certified by the Architect for the time being for the Project, it shall be the duty of the Promoter to proceed to rectify such defects without further charge within 30 (thirty) days and in the event of Promoter's failure to proceed to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that 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 not using the Allotted Apartment or due to reasons not solely attributable to the Promoter or if the related annual maintenance contracts and the licenses are not validly maintained.

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

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his right to the use of Common Areas and Shared Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance-in-Charge and performance by the Allottee of all his obligations in respect of the terms and conditions specified by the Maintenance-in-Charge from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/facility management agency/Association of Allottees shall have rights of unrestricted access of all Common Areas, Shared Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter/Association of Allottees and/or facility maintenance agency to enter into the

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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 OF SERVICE AREAS:

The service areas as located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, space for DG set, underground water tanks, pump room, maintenance and service rooms, firefighting pumps and equipments, etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the parking spaces in any manner whatsoever (other than those earmarked as parking space exclusively for the Allottee) and the parking spaces shall be reserved by the Promoter for the uses of the Other Allottees against consideration and the service areas shall be reserved for use by the Maintenance-in-Charge for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

16.1 Subject to clause 12 hereinabove, the Allottee shall, after taking possession of the Allotted Apartment, comply with the Common House Rules as mentioned in **Part-II** of the **Sixth Schedule** hereunder written and maintain the Allotted Apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building or the Allotted Apartment or the Common Areas including staircases, lifts, common passages, corridors, circulation areas 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 Allotted Apartment and shall keep the Allotted Apartment, its walls and partitions, sewers, drains, pipes, cables 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.

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

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electricity load obtained by the Allottee for his apartment from WBSEB.

16.4 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:

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

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it shall not make any additions or put up additional structure(s) in the Project other than those mentioned in clause 11 of the Seventh Schedule hereunder written and after the Building Plan, Revised/Modified Building Plan, layout plan, sanction plan and specifications, amenities and facilities are approved by the concerned authority and the same has been disclosed to the Allottee by this agreement itself.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Owner and the Promoter execute this Agreement, it shall not mortgage or create a charge on the Allotted 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 at the time of handing over possession of the Allotted Apartment who has agreed to take such Allotted Apartment.

20. APARTMENT OWNERSHIP ACT:

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

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Owner, the Promoter or the Allottee until, Firstly, the Allottee signs and delivers to the Promoter this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan, legal charges and the requisite stamp duty, registration fee and allied charges and incidentals to be paid and incurred for registration of this agreement within 30 (thirty) days from the date of receipt of this agreement by the Allottee and Secondly, appears for registration of the same before the concerned registration office as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned registration office for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee for purchase of the Allotted Apartment shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount (less any tax received from the Allottee) shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

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

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 Allotted Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Allotted Apartment, in case of a transfer, as the said obligations go along with the Allotted Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

26. SEVERABILITY:

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

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

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Wherever in this Agreement it is stipulated that the Allottee has to make payment, in common with other Allottee(s)/Other Allottees in the Project or wherever in this agreement the words "proportionate" or "proportionate share" or "proportionately" or "pro-rata" are used, the same shall be the proportion which the carpet area of the Allotted Apartment (excluding the balcony/verandah) bears to the carpet area of all the Apartments including those of its appurtenances as aforesaid in the Project.

28. FURTHER ASSURANCES:

All the 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 Owner and the Promoter through their respective authorized signatories 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, the Owner and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the registration office having jurisdiction to register the same. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

That all notices to be served on the Allottee, the Owner and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter or the Owner by Speed Post or Registered Post at their respective addresses specified above. 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 Speed Post or Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Owner, the Promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEES:

That in case there are Joint Allottees, all communications shall be sent by the Promoter and/or the Owner to the Allottee whose name appears first and at the address given by him which for all intents and purposes shall be considered to have been properly served on all the Allottees.

32. GOVERNING LAW:

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

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33. DISPUTE RESOLUTION:

All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. Such Arbitration shall be held at Kolkata and shall be in English language.

34. OTHER TERMS AND CONDITIONS:

The Parties have agreed and hereby and hereunder confirm and undertake (a) that notwithstanding anything to the contrary or otherwise contained/recorded/stated in this Agreement hereinabove, this Agreement shall be subject to and be read together with each of the following/undernoted other/further terms, conditions and covenants including those contained in the Recitals, the Fourth, Sixth and Seventh Schedules hereunder written, to be respectively observed and performed on the part of the Owner, Promoter and Allottee, as the case may be, and (b) all terms and conditions as mentioned in this agreement including in the Schedules below are as per the contractual understanding between the parties.

35. REQUEST BY BUYER / ALLOTTEE TO REGISTER THIS FLAT SALE AGREEMENT:

The Buyer/ Allottee have gone through the contents of this Flat Sale Agreement in detail and due their personal problem are unable to remain present at the time of and they have requested the Owners and the Promoter/Developer to register this Flat Sale Agreement without being personally present at the time of registration. However, they have put the signature, photograph in the accompanying 'Specimen Form Ten Finger Prints'/ Form No. 4 as mentioned under Section 69 of the Registration Rules, 1962, and as such it is deemed that the Buyer/ Allottee has agreed to all the terms and conditions and the covenants mentioned in this Flat Sale Agreement.

36. RAISING OF FINANCE BY ALLOTTEE:

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

SECTION-IV : SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART-I

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(Subject Properties)

ALL THOSE pieces and parcels of land containing an area of **756** Decimal (equivalent to **7.56** acre and **30594** Square meter) more or less situate lying at and comprising of Dag(s) recorded in Khatian Nos. 1295 and 1174 as mentioned in the table hereinbelow, all in Mouzas Kalikapur (J.L. No. 40) and Ganragari (J.L. No. 37), Revenue Survey No.141, within Police Station Rajarhat, in the District of North 24 Parganas under jurisdiction of Patharghata Gram Panchayet and shown in the plan annexed hereto, being Annexure 'A', duly bordered thereon in '**Brown**':

SL No	Mouza	R.S. and L.R.	Total area in	Area involved in the Project (Dec)
		Dag No.	Dag (Dec)	
1	Ganragari	104	01	0.3610
2	Ganragari	108	43	15.5952
3	Ganragari	112	37	3.0833
3.1				11.4179
4	Ganragari	113	32	0.3903
5	Ganragari	114	23	01.0971
6	Ganragari	115	9	1.0694
7	Ganragari	138	60	20.1552
8	Ganragari	139	52	15.1311
9	Kalikapur	1162	28	0.5924
9.1				1.617
10	Kalikapur	1168	38	18.8745
10.1				7.4331
11	Kalikapur	1169	41	3.7253
11.1				32.1647
12	Kalikapur	1171	50	0.2914
12.1				5.518
13	Kalikapur	1174	60	32.5571
13.1				2.3505
14	Kalikapur	1175	55	11.1451
14.1				25.1334
15	Kalikapur	1176	70	0.4373
15.1				20.3855
16	Kalikapur	1188	88	10.4359
17	Kalikapur	1189	33	33
18	Kalikapur	1190	31	31
19	Kalikapur	1191	59	59
20	Kalikapur	1192	39	35.8699
21	Kalikapur	1193	29	29
22	Kalikapur	1194	20	20
23	Kalikapur	1195	12	12

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24	Kalikapur	1196	6	6
25	Kalikapur	1197	97	97
26	Kalikapur	1198	16	16
27	Kalikapur	1199	16	3.0137
28	Kalikapur	1200	43	37.5229
29	Kalikapur	1201	66	11.1418
30	Kalikapur	1203	22	11.4909
31	Kalikapur	1204	27	27
32	Kalikapur	1205	65	23.6885
33	Kalikapur	1174	60	2.92
34	Kalikapur	1175	55	3.3507
35	Kalikapur	1187	45	2.0746
36	Kalikapur	1188	88	18.659
37	Kalikapur	1199	16	3.6508
38	Kalikapur	1201	66	15.0585
39	Kalikapur	1202	35	3.8045
40	Kalikapur	1206	139	9.2794
41	Kalikapur	1207	67	3.6108
Total Area in Decimal:				756
Total Area in Cottahs (more or less):				457

PART-II

(Project Access Land, Phase I Land, Phase II Land, Phase III Land)

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
SL No.	DAG No.	Mouza	Total proposed Project Area (Plot Area as per Survey in Decimal)	Land Area		Land Area under Phase - II	Land Area under Phase - III
				Project Access Land in Decimal	Land Area in Phase I in Decimal		
1	104(Part)	Ganragari	0.5521	0.5521			
2	108(Part)	Ganragari	15.5952	15.5952			
3	112(Part)	Ganragari	14.5012	14.5012			
4	113(Part)	Ganragari	0.3903	0.3903			
5	114(Part)	Ganragari	1.0971	1.0971			
6	115(Part)	Ganragari	1.0694	1.0694			
7	138(Part)	Ganragari	20.1552		9.4513		10.7039
8	139(Part)	Ganragari	15.1311		15.1311		
9	1162(Part)	Kalikapur	2.201	1.6170	0.5841		

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10	1168(Part)	Kalikapur	26.1405	7.4331	18.7074		
11	1169(Part)	Kalikapur	35.7936	32.1647	3.6289		
12	1171(Part)	Kalikapur	5.8095	5.5181	0.2914		
13	1174(Part)	Kalikapur	37.8276	5.2705	22.2161	10.3410	
14	1175(Part)	Kalikapur	39.6292	28.4841	11.1451		
15	1176(Part)	Kalikapur	20.8228	20.3855	0.4373		
16	1187(Part)	Kalikapur	2.0746	2.0746			
17	1188(Part)	Kalikapur	29.0949	18.6590	10.4359		
18	1189	Kalikapur	32.9992		13.9905	19.0087	
19	1190	Kalikapur	31.0071		0.7576	30.2495	
20	1191	Kalikapur	58.996		29.6847	29.3113	
21	1192(Part)	Kalikapur	35.8699		35.8699		
22	1193	Kalikapur	28.9852		28.9852		
23	1194	Kalikapur	19.9998		19.9998		
24	1195	Kalikapur	11.9998		11.9998		
25	1196	Kalikapur	6.0024		6.0024		
26	1197	Kalikapur	97.0016		89.7070		7.2946
27	1198	Kalikapur	16.0047		16.0047		
28	1199(Part)	Kalikapur	6.6645	3.6508	0.4530		2.5607
29	1200(Part)	Kalikapur	37.5229		0.4269		37.0960
30	1201(Part)	Kalikapur	26.2003	15.0585			11.1418
31	1202(Part)	Kalikapur	3.8045	3.8045			
32	1203(Part)	Kalikapur	11.4909				11.4909
33	1204	Kalikapur	26.9019		6.8446		20.0573
34	1205(Part)	Kalikapur	23.6885		6.3984		17.2901
35	1206(Part)	Kalikapur	9.2794	9.2794			
36	1207(Part)	Kalikapur	3.6108	3.6108			
Area in Decimal			755.9147	190.2159	359.1531	88.9104	117.6353

The Project Access Land is shown in the plan annexed hereto, being Annexure 'A', duly bordered thereon in '**Yellow**'.

The Phase I Land is shown in the plan annexed hereto, being Annexure 'A', duly bordered thereon in '**Red**'.

The Phase II Land is shown in the plan annexed hereto, being Annexure 'A', duly bordered thereon in '**Blue**'.

The Phase III Land is shown in the plan annexed hereto, being Annexure 'A', duly bordered thereon in '**Green**'.

THE SECOND SCHEDULE ABOVE REFERRED TO:

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(ALLOTTED APARTMENT)

ALL THAT the residential Apartment being Apartment No. _____ on the _____ floor having a carpet area of _____ Square feet more or less Together With Exclusive Balcony/Verandah if attached to the Apartment and if attached the same having carpet area of _____ Square feet more or less in **Tower III- ARCADIA** of the project at the Phase III Land (the said Flat and the Exclusive Balcony/Verandah, if any are shown in the Plan annexed hereto, being **Annexure 'B'** duly bordered thereon in "**Green**" respectively) **Together With** right to park ____ (____) medium size motor car in the parking space in the Project as be identified by the Promoter at the time of delivery of possession of the Apartment.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(PAYMENT PLAN OF THE CONSIDERATION FOR ALLOTTED APARTMENT)

The Total Consideration amount of **Rs.** _____/- for the Allotted Apartment mentioned in clause 1.2.1 of the agreement along with applicable GST shall be paid by the Allottee to the Promoter in installments as follows:

PAYMENT SCHEDULE	
Timeline	Percentage of said Total Consideration
On Booking & Allotment	10% + GST
On Execution of FSA (Flat Sale Agreement)	10% + GST + 50% of Legal Charges + 50% of Misc. Charges for Reg.
On commencement of piling	10% + GST
On completion of Gr. floor slab casting.	5% + GST
On completion of 2 nd floor slab	5% + GST
On completion of 5 th floor roof slab.	5% + GST
On completion of 8 th floor slab.	5% + GST
On completion of 11 th floor slab.	5% + GST
On completion of 14 th floor slab.	5% + GST
On completion of 17 th floor slab.	5% + GST
On completion of 19 th floor slab.	5% + GST
On completion of 21 st floor slab.	5% + GST
On completion of 24 th floor slab.	5% + GST
On completion of 26 th floor slab.	5% + GST
On completion of Top floor slab.	5% + GST
On completion of flooring of the allotted Apartment	5% + GST
On possession or within two (2) months of receiving Notice for Possession from Promoter as stipulated in Clause 7.2 of this agreement, whichever be earlier	5% + GST + 50% of Legal Charges + 50% of Misc. Charges for Reg.+ Extras + GST + Deposits
Total:	100%

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Further the Allottee shall also make payment of the extras and deposits as provided in clauses 1.2.2, and 1.2.4 along with the applicable GST/taxes in addition to the Consideration for the Allottee Apartment. The Promoter shall raise demands as and when applicable towards the same.

It is expressly agreed that GST at such rate as be applicable from time to time payable on the Total Consideration for the Allotted Apartment or part thereof shall be borne and paid by the Allottee to the Promoter with each installment. Presently the GST rate on the total consideration is 5% and the GST rate on the Extras is 18%. Thus, presently the GST payable on the consideration and on the part of extras so far computed is **Rs. _____**.00 and the same is subject to change as per government guidelines. Therefore, the Allottee shall pay to the Promoter (i) the Total Consideration of Rs. _____/- plus applicable GST at present rates, and (ii) the part of Extras and Deposits so far computed is **Rs. _____**/- plus applicable GST at present rates, all aggregating to **Rs. _____**/- (**Rupees: _____**) only.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

PART-I

(COMMON AREAS)

- | | |
|--|---|
| • Entrance Lobby at the ground level of the Said Block/Building | • Lobbies on all floors and staircase(s) of the Said Block/Building |
| • Lift machine room(s) and lift well(s) of the Said Block/Building | • Water reservoirs/tanks of the Said Block/Building |
| • Water supply pipeline in the Said Block/Building (save those inside any Apartment) | • Drainage and sewage pipeline in the Said Block/Building (save those inside any Apartment) |
| • Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common areas of the Said Block/Building | • Electricity meter(s) for common installations and space for their installation |
| • Intercom Network in the Said Block/Building | • Network of Cable TV/DTH in the Said Block/Building, if any |
| • Broadband connection in the Said Block/Building, if any | • Fire-fighting system in the Said Block/Building |
| • Lift(s) and allied machineries in the Said Block/ Building if any | • External walls of the Said Block/Building |

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- Roof Area

- Stair Room

PART-II

(Specifications)

Structure

Seamless RCC frame & shear wall construction.

Internal Walls

RCC/Brick wall over laid with white cement putty.

Doors

Doors with tough timber frames and solid-core flush shutters.

Windows

Aluminum frames with fully glazed shutters and quality fittings.

Flooring

Vitrified tile flooring in all Bedrooms, Living/Dining Room.

Kitchen

Floor:- Vitrified tiles

Counter Tops:- Granite with steel sink

Dados:- Ceramic tiles up to a height of 2' (two) feet from the counter top.

Toilet

Floor:- Anti – skid tiles

Dados:- Ceramic tiles upto a height of 7' (seven) feet

Sanitary ware

White, high quality porcelain fittings. Chromium-plated fittings.

Electricals

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Superior Quality concealed copper wiring with the latest modular switches.

Telephone Wiring

Central distribution console, networked with all Apartment.

Exterior

Latest weatherproof non faded exterior finish of the highest quality.

PART-III

(SHARED COMMON AREAS)

Sl. No.	Whole Project Included Amenities
1.	Club with Podium
2.	Driveways, fire tender paths, walkways, boundary walls, landscaped green areas, Project Access Land;
3.	Central drainage & sewage pipeline and central water supply pipeline
4.	All other areas, facilities and amenities for common use and enjoyment of Said Complex

PART-IV

(Common Expenses)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and the amenities/facilities/mechanical car parking spaces etc, and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Maintenance In-charge) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping paths, passages and driveways in good repair and clean and tidy and edged where necessary and clearing the same when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.

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6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Flat) in the property as may be necessary keeping cleaned the common parts and paths passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the property.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Sellers may think fit.
11. Maintaining and operating the lifts.
12. Maintaining and operating the Standby Diesel Generator Set(s).
13. Providing and arranging for the emptying receptacles for rubbish.
14. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owner/occupiers of any Apartment.
15. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the flat of any individual Allottee of any flat.
16. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.
17. After formation and operational of the Association, employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
18. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any Apartment.
19. Insurance of fire-fighting appliances and other equipments for common use and maintenance renewal and such other equipment as the Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.

20. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.

21. The provision for maintenance and renewal of any equipment and the provision of any other service which in the option of the Maintenance in-charge it is reasonable to provide.

22. In such time to be fixed annually as shall be estimated by the Maintenance in-charge (whose decision shall be final) to provide a reserve fund, besides the Maintenance Deposit to be held by the Promoter and upon its formation and operation by the Association, for items of expenditure referred to in this schedule to be or expected to be incurred at any time.

23. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Maintenance In-charge and shall only be applied in accordance with unanimous or majority decision of the Other Allottees and with the terms of this Schedule.

24. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and the amenities/facilities/mechanical car parking spaces etc. and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.

25. Painting with quality paint as often as may (in the opinion of the Maintenance In-charge) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.

26. Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.

27. Keeping paths, passages and driveways in good repair and clean and tidy and edged where necessary and clearing the same when necessary.

28. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.

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

30. Insuring any risks.

31. Cleaning as necessary the external walls and windows (not forming part of any Flat) in the property as may be necessary keeping cleaned the common parts and paths passages landing and stair cases and all other common parts of the building.

32. Cleaning as necessary of the areas forming parts of the property.

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33. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Sellers may think fit.
34. Maintaining and operating the lifts.
35. Maintaining and operating the Standby Diesel Generator Set(s).
36. Providing and arranging for the emptying receptacles for rubbish.
37. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owner/occupiers of any Apartment.
38. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the flat of any individual Allottee of any flat.
39. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.
40. After formation and operational of the Association, employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
41. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any Apartment.
42. Insurance of fire-fighting appliances and other equipments for common use and maintenance renewal and such other equipment as the Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
43. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
44. The provision for maintenance and renewal of any equipment and the provision of any other service which in the option of the Maintenance in-charge it is reasonable to provide.
45. In such time to be fixed annually as shall be estimated by the Maintenance in-charge (whose decision shall be final) to provide a reserve fund, besides the Maintenance Deposit to be held

by the Promoter and upon its formation and operation by the Association, for items of expenditure referred to in this schedule to be or expected to be incurred at any time.

46. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Maintenance In-charge and shall only be applied in accordance with unanimous or majority decision of the Other Allottees and with the terms of this Schedule.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Facts about Devolution of Title to the Subject Properties)

Out of the Subject Properties measuring 756 Decimal more or less, 130.60 Decimal land was purchased by the Owner, Bodhi Complex Private Limited (full particulars of the purchase documents whereof are mentioned in **Part I** hereunder written) and 625.40 Decimal land was conveyed by Bougainvilla Housing & Infrastructure Private Limited by way of exchange under several Deeds of Exchange executed between Bodhi Complex Private Limited (then known as Arch Griha Nirman Private Limited) and Bougainvilla Housing & Infrastructure Private Limited (full particulars of the exchange documents whereof are mentioned in **Part II** hereunder written):

(PART I – Particulars of purchase of 130.60 Decimal land)

A. MOUZA KALIKAPUR, J.L. NO. 40, P.S. RAJARHAT, DISTRICT NORTH 24 PARGANAS:

Sl. No	R.S. & L.R. Dag Nos.	Total Land Area (in Decimals)	Project Area (in Decimals)	Purchased Area (in Decimals)	Date of Purchase Deed	Registration Details
1.	1171	50	5.8095	02.2397	26.11.2009	Additional Registrar of Assurances-II, Kolkata in Deed No. 13035/ Book No. I/ CD Volume No. 26/ Pages 8067 to 8082/ 2009
				04.3324	27.01.2010	Additional Registrar of Assurances-II, Kolkata in Deed No. 00813/ Book No. I/ CD Volume No. 2/ Pages 7726 to 7741/ 2010
2.	1174	60	19.6000	16.8700	25.04.2007	Additional District Sub-Registrar, Bidhannagar in

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						Deed No. 00147/ Book No. I/ CD Volume No. 1/ Pages 2843 to 2861/ 2008
				2.7300	20.12.2007	Additional Registrar of Assurances-II, Kolkata in Deed No. 08355/ Book No. I/ CD Volume No. 17/ Pages 10372 to 10394/ 2009
3.	1188	88	14.6784	6.0500	03.08.2012	Additional Registrar of Assurances-II, Kolkata in Deed No. 10153/ Book No. I/ CD Volume No. 39/ Pages 2699 to 2712/ 2012
				6.0500	26.09.2012	Additional Registrar of Assurances-II, Kolkata in Deed No. 14872/ Book No. I/ CD Volume No. 59/ Pages 2845 to 2858/ 2012
				2.5784	08.10.2012	Additional Registrar of Assurances-II, Kolkata in Deed No. 12016/ Book No. I/ CD Volume No. 35/ Pages 5610 to 5629/ 2013
4.	1199	16	6.6645	6.6814	18.08.2006	Additional Registrar of Assurances-II, Kolkata in Deed No. 9681/ Book No. I/ Volume No. 1/ Pages 1 to 13/ 2006
5.	1200	43	23.6256	01.2943	06.02.2007	Additional Registrar of Assurances-II, Kolkata in Deed No. 06966/ Book No. I/ Volume No. 1/ Pages 1 to 20/ 2008
				14.0000	05.07.2007	Additional Registrar of Assurances-II, Kolkata in Deed No. 07327/ Book No. I/ CD Volume No. 80/ Pages 4227 to 4240/ 2008
				04.6569	31.12.2007	Additional Registrar of Assurances-II, Kolkata in Deed No. 00003/ Book No. I/ CD Volume No. 1/ Pages 35 to 46/ 2008

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				01.5050	05.03.2012	Additional Registrar of Assurances-II, Kolkata in Deed No. 03029/ Book No. I/ CD Volume No. 13/ Pages 1656 to 1669/ 2012
				05.6674	03.10.2013	Additional Registrar of Assurances-II, Kolkata in Deed No. 14691/ Book No. I/ CD Volume No. 14/ Pages 655 to 668/ 2013
6.	1202	35	3.8046	3.8046	04.06.2010	Additional Registrar of Assurances-II, Kolkata in Deed No. 06781/ Book No. I/ CD Volume No. 20/ Pages 4134 to 4155/ 2010
7.	1205	65	23.6885	07.2215	20.10.2007	Additional Registrar of Assurances-II, Kolkata in Deed No. 05298/ Book No. I/ CD Volume No. 12/ Pages 3596 to 3609/ 2009
				16.4670	18.08.2006	Additional Registrar of Assurances-II, Kolkata in Deed No. 9681/ Book No. I/ Volume No. 1/ Pages 1 to 13/ 2006

B. MOUZA GANRAGARI, J.L. NO. 37, P.S. RAJARHAT, DISTRICT NORTH 24 PARGANAS:

Sl No	R.S. & L.R. Dag Nos.	Total Land Area (in Decimals)	Project Area (in Decimals)	Purchased Area (in Decimals)	Date of Purchase Deed	Registration Details
1.	104	01	0.3610	0.0833	18.12.2013	Additional Registrar of Assurances-II, Kolkata in Deed No. 01278/ Book No. I/ Volume No. __/ Pages 3540 to 3555/ 2014
				0.1111	19.04.2014	Additional Registrar of Assurances-II, Kolkata in Deed No. 05296/ Book No. I/ CD

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						Volume No. 25/ Pages 695 to 711/ 2014
				0.0833	06.04.2015	Additional Registrar of Assurances-II, Kolkata in Deed No. 04558/ Book No. I/ CD Volume No. 26/ Pages 986 to 1002/ 2015
				0.0833	07.09.2015	Additional District Sub-Registrar, Rajarhat in Deed No. 152310856/ Book No. I/ Volume No. 1523-2015/ Pages 143462 to 143487/ 2015
2.	112	37	14.5012	3.0833	13.04.2015	Additional Registrar of Assurances-II, Kolkata in Deed No. 190200376/ Book No. I/ Volume No. 1902-2016/ Pages 12176 to 12202/ 2016
				11.42	16.08.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416443/Book No. I/2023
3.	113	32	0.3903	5.3333	13.04.2015	Additional Registrar of Assurances-II, Kolkata in Deed No. 190200376/ Book No. I/ Volume No. 1902-2016/ Pages 12176 to 12202/ 2016
4.	115	09	1.0694	1.5000	13.04.2015	Additional Registrar of Assurances-II, Kolkata in Deed No. 190200376/ Book No. I/ Volume No. 1902-2016/ Pages 12176 to 12202/ 2016
5.	108	43	15.60	15.60	16.08.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416442/Book No. I/2023
6.	114	23	01.10	01.10	16.08.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416442/Book No. I/2023

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(PART II – Particulars of acquisition of 625.40 Decimal land)

**A. MOUZA KALIKAPUR, J.L. NO. 40, P.S. RAJARHAT, DISTRICT NORTH 24
PARGANAS:**

Sl. No	R.S. & L.R. Dag Nos.	Total Land Area (in Decimals)	Project Area (in Decimals)	Area Acquired by way of Exchange (in Decimals)	Date of Purchase Deed	Registration Details
1.	1162	28	2.201	24.6380	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416515/Book No. I/ Volume No. 1904-2022/ Pages 1008901 to 1008929/ 2022
				03.0000	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416530/Book No. I/ Volume No. 1904-2022/ Pages 1009234 to 1009266/ 2022
2.	1168	38	26.3076	26.3076	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416563/Book No. I/ Volume No. 1904-2022/ Pages 1025384 to 1025414/ 2022
3.	1169	41	35.8900	07.4800	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416526/Book No. I/ Volume No. 1904-2022/ Pages 1009398 to 1009433/ 2022
				24.9300	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416534/Book No. I/ Volume No. 1904-2022/ Pages 1002030 to 1002063/ 2022
				03.4800	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in

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						Deed No. 190416530/Book No. I/ Volume No. 1904-2022/ Pages 1009234 to 1009266/ 2022
4.	1174	60	18.4277	18.4277	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416559/Book No. I/ Volume No. 1904-2022/ Pages 1024999 to 1025025/ 2022
5.	1175	55	40.1310	03.3507	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416523/Book No. I/ Volume No. 1904-2022/ Pages 1009043 to 1009076/ 2022
				09.6580	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416541/Book No. I/ Volume No. 1904-2022/ Pages 1009014 to 1009042/ 2022
				27.1223	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416538/Book No. I/ Volume No. 1904-2022/ Pages 1001906 to 1001935/ 2022
6.	1176	70	20.8228	20.0000	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416530/Book No. I/ Volume No. 1904-2022/ Pages 1009234 to 1009266/ 2022
				15.0000	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416533/Book No. I/ Volume No. 1904-2022/ Pages 1009170 to 1009203/ 2022
7.	1187	45	02.0746	02.0746	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in

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						Deed No. 190416523/Book No. I/ Volume No. 1904-2022/ Pages 1009043 to 1009076/ 2022
8.	1188	88	14.4165	14.4165	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416529/Book No. I/ Volume No. 1904-2022/ Pages 1009204 to 1009233/ 2022
9.	1189	33	32.9700	25.6400	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416537/Book No. I/ Volume No. 1904-2022/ Pages 1024361 to 1024387/ 2022
				07.3300	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416520/Book No. I/ Volume No. 1904-2022/ Pages 1009138 to 1009169/ 2022
10.	1190	31.0000	31.0000	24.1300	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416553/Book No. I/ Volume No. 1904-2022/ Pages 1024784 to 1024809/ 2022
				06.8800	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416520/Book No. I/ Volume No. 1904-2022/ Pages 1009138 to 1009169/ 2022
11.	1191	59.0000	59.0000	10.9033	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416520/Book No. I/ Volume No. 1904-2022/ Pages 1009138 to 1009169/ 2022
				24.7500	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in

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						Deed No. 190416574/Book No. I/ Volume No. 1904-2022/ Pages 1053238 to 1053264/ 2022
				24.0000	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416517/Book No. I/ Volume No. 1904-2022/ Pages 1008876 to 1008900/ 2022
				09.8294	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416525/Book No. I/ Volume No. 1904-2022/ Pages 1009335 to 1009366/ 2022
12.	1192	39.0000	35.8699	26.6700	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416513/Book No. I/ Volume No. 1904-2022/ Pages 1009367 to 1009397/ 2022
				13.3300	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190418564/Book No. I/ Volume No. 1904-2022/ Pages 1085700 to 1085729/ 2022
13.	1193	29.0000	28.5000	14.2500	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416541/Book No. I/ Volume No. 1904-2022/ Pages 1009014 to 1009042/ 2022
				14.2500	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416567/Book No. I/ Volume No. 1904-2022/ Pages 1025200 to 1025226/ 2022
14.	1194	20.0000	20.0000	13.3300	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190418564/Book

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						No. I/ Volume No. 1904-2022/ Pages 1085700 to 1085729/ 2022
				10.4733	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416544/Book No. I/ Volume No. 1904-2022/ Pages 997135 to 997166/ 2022
15.	1195	12.0000	12.0000	12.0000	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416525/Book No. I/ Volume No. 1904-2022/ Pages 1009335 to 1009366/ 2022
16.	1196	06.0000	06.0000	06.0000	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416569/Book No. I/ Volume No. 1904-2022/ Pages 1024448 to 1024478/ 2022
17.	1197	97.0000	97.0000	15.0832	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416544/Book No. I/ Volume No. 1904-2022/ Pages 997135 to 997166/ 2022
				03.9100	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416543/Book No. I/ Volume No. 1904-2022/ Pages 1009301 to 1009334/ 2022
				26.0000	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416560/Book No. I/ Volume No. 1904-2022/ Pages 1024946 to 1024971/ 2022
				24.5000	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416551/Book No. I/ Volume No. 1904-

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						2022/ Pages 1009434 to 1009464/ 2022
				26.8800	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416547/Book No. I/ Volume No. 1904-2022/ Pages 1024334 to 1024360/ 2022
				16.0994	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416549/Book No. I/ Volume No. 1904-2022/ Pages 1024388 to 1024417/ 2022
18.	1198	16	16	16	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416569/Book No. I/ Volume No. 1904-2022/ Pages 1024448 to 1024478/ 2022
19.	1200	43	13.8973	07.5700	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416543/Book No. I/ Volume No. 1904-2022/ Pages 1009301 to 1009334/ 2022
				06.3273	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416549/Book No. I/ Volume No. 1904-2022/ Pages 1024388 to 1024417/ 2022
20.	1201	66	26.2003	15.0585	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416523/Book No. I/ Volume No. 1904-2022/ Pages 1009043 to 1009076/ 2022
				01.2884	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416541/Book No. I/ Volume No. 1904-

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						2022/ Pages 1009014 to 1009042/ 2022
				09.8534	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416567/Book No. I/ Volume No. 1904-2022/ Pages 1025200 to 1025226/ 2022
21.	1203	22	11.4909	11.4909	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416557/Book No. I/ Volume No. 1904-2022/ Pages 1025415 to 1025442/ 2022
22.	1204	27	26.8720	10.8000	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416533/Book No. I/ Volume No. 1904-2022/ Pages 1009170 to 1009203/ 2022
				13.5000	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416557/Book No. I/ Volume No. 1904-2022/ Pages 1025415 to 1025442/ 2022
				02.5720	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416555/Book No. I/ Volume No. 1904-2022/ Pages 1024810 to 1024840/ 2022
23.	1206	139	09.2794	09.2794	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416529/Book No. I/ Volume No. 1904-2022/ Pages 1009204 to 1009233/ 2022
24.	1207	67	03.6108	03.6108	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416523/Book No. I/ Volume No. 1904-

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						2022/ Pages 1009043 to 1009076/ 2022
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**B. MOUZA GANRAGARI, J.L. NO. 37, P.S. RAJARHAT, DISTRICT NORTH 24
PARGANAS:**

Sl. No	R.S. & L.R. Dag Nos.	Total Land Area (in Decimals)	Project Area (in Decimals)	Area Acquired by way of Exchange (in Decimals)	Date of Purchase Deed	Registration Details
1.	138	60	20.1552	20.1552	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416573/Book No. I/ Volume No. 1904-2022/ Pages 1053292 to 1053318/ 2022
2.	139	52	15.1331	15.1331	01.10.2022	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416573/Book No. I/ Volume No. 1904-2022/ Pages 1053292 to 1053318/ 2022

THE SIXTH SCHEDULE ABOVE REFERRED TO:

PART-I

(Payment of Taxes and Outgoings)

1. TAXES AND OUTGOINGS: The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings: -

(a) Proportionate share of all Common Expenses (including those mentioned in **Part IV** of the **Fourth Schedule** hereinabove written) to the Maintenance In-charge from time to time. In particular, and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, maintenance charges as be then decided by the Maintenance In-charge (hereinafter referred to as "the **Common Area Maintenance Charges**" or "**CAM Charges**"). It is expressly agreed and clarified that the said minimum rate subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the expenses incurred for providing and maintaining essential common services to the Other Allottees.

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It is clarified that such minimum rate of maintenance charge does not include carrying out of any major repair, replacement, renovation or like of the Common Areas or the Common Installations (including painting of the exterior of the Building) and the same shall be borne proportionately by the Allottee separately and paid to the Maintenance In-charge.

(b) Proportionate share of all expenses for maintenance management upkeep repair and replacement of the Club Facilities to the Maintenance In-charge from time to time upon commencement of club facilities. In particular, and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, club subscription charges as be then decided by the Maintenance In-charge (hereinafter referred to as "**the Club Subscription Charges**"). It is expressly agreed and clarified that the said minimum rate subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the expenses incurred for providing and maintaining the Club.

(c) The charges for provision of back-up power to the extent of Watts power mentioned in Item No. 3 of Clause 1.2.2 of Section-III of this agreement to be provided to the Allotted Apartment during power failure/load shedding from the Diesel Generator Set. Such charges shall be calculated taking into account the costs (both fixed and variable, including the cost of diesel, consumables and other stores) of running and maintaining the DG Sets and be billed accordingly on the Allottee proportionately on the basis of power allotted in the Allotted Apartment or shall be ascertained by such other suitable mechanism as may be so decided by the Promoter or the Maintenance In-charge.

(i) Property tax, municipal rates and taxes and water tax, if any, assessed on or in respect of the Allotted Apartment directly to the concerned authority Provided That so long as the Allotted Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee is liable to and shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the Project.

(ii) Charges for water and any other utilities consumed by the Allottee and/or attributable or relatable to the Allotted Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Allotted Apartment and/or its Appurtenances wholly and if in common with the other Allottees proportionately, to the Maintenance In-charge or the appropriate authorities as the case may be.

(iii) All other taxes impositions levies cess fees expenses and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Allotted Apartment by the Allottee wholly in case the same relates to the Allotted Apartment and proportionately in case the same relates to the Project or the Common Areas thereof.

(iv) The Allottee shall also be liable to pay applicable Goods and Services Tax and/or other taxes which are now or may hereafter become payable on any of the aforesaid payments rates taxes impositions and/or outgoings.

(v) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

2.1 All payments mentioned in this Schedule shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box in the ground floor earmarked for the Allotted Apartment without any delay, demur or default and the Allottee in any event shall be liable to indemnify and keep saved harmless and indemnified the Promoter, the Association and the Maintenance-in-Charge and all other Other Allottees for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Allottee may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the Allottee owing thereto. Any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof.

2.2 The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the Allotted Apartment by the Promoter to the Allottee or from the expiry of 60 days from the date of the Promoter giving the Notice for Possession to the Allottee in terms of clause 7.2 of Section III hereinabove, whichever be earlier.

PART-II

(House Rules for the user of the Allotted Apartment)

1. Right of Allottee to use Common Areas and essential services:

(a) The Allottee doth hereby agree and confirm to acquire the Apartment on the specific understanding that his right to the use of Common Areas, the Shared Common Areas and availing the essential services provided and maintained by the Maintenance In-charge shall be subject to timely payment of CAM Charges, Club Subscription Charges as billed in terms hereof by the Promoter or facility maintenance agency or the Association of the Allottees as the case may be and performance by the Allottee of all his obligations in respect of the terms and conditions contained in this agreement and specified by the Maintenance In charge or the Association of Allottees from time to time.

(b) The Allottee acknowledges that upkeep of the Common Areas, the Shared Common Areas and availing the essential services provided maintained by the Maintenance In-charge is for the benefit of all the Other Allottees in the Project and non-payment thereof by the Allottee would adversely affect the services and maintenance and/or interest of the other Apartment Owner and as such in the event of any default on the part of the Allottee in making timely payment of such CAM Charges and Club Subscription Charges, the Allottee shall be liable to pay interest at the rate of 18% per annum on the amounts remaining outstanding.

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And if such default shall continue for a period of three (3) months then and in that event the Allottee shall not be entitled to avail of any of the facilities and/or utilities available to the Allottee and the Maintenance In-charge (whether it be the Promoter and/or facility maintenance agency and/or the Associations of the Allottees as the case may be) shall be entitled to and the Allottee hereby consents:

(i) to withdraw the lift facilities, Club Facilities and other common services and/or facilities to the Allotted Apartment of the Allottee and/or to the members of its family including the Allottee's visitors, servants and agents;

(ii) to demand and directly realize rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the Allotted Apartment.

(iii) to disrupt the supply of water and/or power back-up through the generator in the Allotted Apartment of the Allottee etc.

(iv) to claim all expenses including attorney's fees paid and/or incurred by the Maintenance In-charge in respect of any proceedings brought about to realise such unpaid CAM Charges or Club Subscription Charges or to enforce any lien in respect of such unpaid CAM Charges or Club Subscription Charges.

And such services and/or facilities shall not be restored until such time the Allottee has made payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate and the cost charges and expenses incurred by the Maintenance In-charge for disconnecting or disrupting such services and/or facilities and also for restoring the same.

2. Allottee's Covenants For Usage of the Allotted Apartment:

2.1 After the Allottee has taken over possession of the Allotted Apartment, the Allottee as a separate covenant has agreed:

a) To co-operate at all times with the other allottees/occupiers of the other Apartments Acquirers and the Promoter and the Maintenance In-charge in the management maintenance control and administration of the Project and the Common Areas.

b) To observe and abide by the rules and regulations framed from time to time by the Maintenance In-charge for the user and maintenance of the Project including the Club.

c) To use the Allotted Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever and shall not do or permit to be done any noisy illegal or immoral activity at the Allotted Apartment or any activity which may cause nuisance or annoyance to the other Other Allottees.

d) To apply for and obtain at his own costs separate assessment and mutation of the Allotted Apartment in his name in the records of concerned authority within 06 (six) months from the date of conveyance.

e) To keep the Common Areas, Shared Common Areas and services and facilities availing therefrom, open spaces, parking areas, paths, passages, land scaping, staircases, lobby, landings etc. in the Project free from obstructions and encroachments and in a clean and orderly manner.

f) To abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, concerned Municipality/Panchayat/Authority, WBSEB, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Allotted Apartment as well as the user operation and maintenance of lifts, generator, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.

(g) To keep the Allotted Apartment Flat in a clean, tidy and repaired condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Allotted Apartment.

2.2 The Allottee hereby further covenants by way of negative covenants as follows:

a) NOT to sub-divide the said Allotted Apartment or the Parking space or any part thereof.

b) NOT to do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever notwithstanding any temporary obstruction in the Allottee's enjoyment of the Allotted Apartment.

c) NOT to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the Project and/or compound or any portion of the Building except in the space for garbage to be provided in the ground floor of the said building.

d) NOT to hang from or attach to the beams columns or rafters nor store or keep any articles or machinery within the Allotted Apartment which are heavy or likely to affect or endanger or damage the building or any part thereof.

e) NOT to fix or install air conditioners in the Allotted Apartment save and except at the places, which have been specified in the Allotted Apartment for such installation.

f) NOT to keep or allow goods, articles or materials of any description to be stored, stocked or displayed on any of the common parts.

g) NOT to do or cause anything to be done in or around the said Apartment which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the Allotted Apartment or any portion over below or adjacent to the Allotted Apartment.

h) NOT to use the Allotted Apartment or any part or portion thereof for any political meeting nor for any trade or business.

i) NOT to permit any sale by auction or public meeting or exhibition by display to be held upon the Allotted Apartment nor to permit or suffer to be done into or upon the Allotted Apartment

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or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, unreasonable annoyance or unreasonable inconvenience to the other Allottees and/or occupiers.

j) NOT to keep in the Allotted Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable, radioactive or explosive which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the Allotted Apartment and/or any other Apartment in the said Project.

k) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the Project.

l) NOT to close or permit the closing of verandahs or balconies or the Common Areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs or balconies or any external walls or the fences of external doors and windows including grills of the Allotted Apartment which in the opinion of the Maintenance In-charge differs from the colour scheme of the building or may affect the elevation in respect of the exterior walls of the said building.

m) NOT to install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such design as shall be approved by the Promoter and / or the Architect.

n) NOT to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Allotted Apartment or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.

o) NOT to remove or shift any load bearing wall of the Allotted Apartment nor to make in the Allotted Apartment any structural addition and/or alteration such as beams, columns, partition walls etc. thereof or improvement of a permanent nature except with the prior approval in writing of the Promoter and/or any concerned authority.

p) NOT to fix or install any antenna on the roof or terrace of the building excepting that the Allottee and all other Allottees shall jointly be entitled to avail of the central antenna facilities if so provided by the service providers to them at their costs.

q) NOT to use the said Allotted Apartment or permit the same to be used as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.

r) NOT to display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the Project.

s) NOT to commit or permit to be committed any form of alteration or changes in the beams, columns, pillars of the building passing through the Allotted Apartment or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise

nor in pipes, conduits, cables and other fixtures and fittings serving any other Apartment in or portion of the Project.

t) NOT to carry or cause to be carried any wiring for electricity, broadband connection, cable TV or for any other purpose by cutting holes in the exterior walls of the Allotted Apartment or walls of the common areas except through from the electrical ducts only.

u) NOT to install or keep or operate any generator in the Allotted Apartment or in any Common Areas.

v) NOT to install any dish-antenna on the balcony and/or windows of the Said Building;

w) NOT to install any type of air-conditioners (window or split) on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall, save at the place specifically earmarked by the Promoter for the same.

x) NOT to install any collapsible gate on the main door/entrance of the Said Apartment;

y) NOT to misuse or permit to be misused the water supply to the Allotted Apartment;

z) NOT to hang or cause to be hung clothes from the balconies of the Allotted Apartment.

2.3 Allottee's Covenants For Usage of the Parking Space, if allotted:

a) The Parking Space if allotted to the Allottee shall be used only for the purpose of parking of a passenger motor car as the case be of the Allottee and shall not be used for any other purpose whatsoever.

b) The Allottee shall not use or permit anybody to use the Parking Space for storage, rest, recreation, sleep of servants, drivers or else one nor shall cover up and/or make any construction on its parking space.

c) The Allottee shall not park nor shall permit anybody to park car in his Parking Space in a manner, which may obstruct the movement of other car(s) nor shall park motor car on the passage, pathway or open spaces of the building or at any other spaces except the space allotted to it.

d) In the event of the Allottee washing car or permitting anybody to do so in that event it will be obligatory on the part of the Allottee to clean up the entire space.

e) The Allottee agrees not to grant, transfer, let out or part with the Parking Space if any, independent of the Allotted Apartment nor vice versa, with the only exception being that the Allottee may grant transfer let out or part with the Parking Space, if any or the Allotted Apartment independent of the other or others to any other Allottees of the Building and none else.

f) The Allottee agrees to abide by all the rules and regulations as may be made applicable from time to time for the use of the Parking Spaces by the Maintenance In-charge.

3. Breach of House Rules: The Allottee shall be fully responsible for any loss or damage arising out of breach of any of the aforesaid House Rules.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(Other terms and conditions)

1.Additions or Replacements: As and when any plant and machinery, including but not limited to, DG set, lifts, pumps, fire-fighting equipments or any other plant, machinery and/or equipment of capital nature etc. require major repairs, renovation, replacement, up gradation, additions etc. or as and when painting of the exterior of the building is required, the cost thereof shall be contributed by all the Other Allottees in the Project on proportionate basis as specified by the Promoter and upon its formation by the Association and its taking charge of the acts relating to the Common Purposes and the concerned persons, at the material time, shall have the sole authority to decide the necessity of such replacement, upgradation, additions, painting etc. including its timings or cost thereof and the Allottee agrees to abide by the same. It is clarified that the CAM charges as be fixed and charged to the Other Allottees does not include the above cost.

2. Maintenance and Association

2.1 Upon completion of the Project and obtaining of the completion certificate of the Project and formation and operationalization of the Association of the Allottees, the Promoter will hand over management for maintenance of the Project to the Association for which the Allottee may be required to execute an instrument. The Allottee will be required to complete the formalities of becoming a member of the Association. The Allottee shall observe and abide by all the byelaws, rules and regulations prescribed by the Association in regard to user and enjoyment of the Allotted Apartment and common areas and facilities in the Project.

2.2 The Allottee and/or the Association shall not do any act deed or thing which may restrict or impede sale or otherwise transfer of the unsold Apartments to any of the prospective Allottees.

2.3 For availing essential services and maintenance of the Common Areas, the Allottee shall be liable to remit per month the CAM Charges as per the Carpet Area of his Apartment to the Promoter or the facility maintenance agency and upon its formation to the Association by them from time to time.

2.4 For availing Club facilities, the Allottee shall be liable to remit per month the Club Subscription Charges to the Promoter or the facility maintenance agency and upon its formation to the Association by them from time to time.

3. Interim Maintenance Period:

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3.1 During the interim maintenance and providing essential services period between obtaining of the completion certificate of the Project and formation and operationalization of the Association, the Promoter itself or through a facility management agency shall provide and maintain essential services in the Project (including the Club).

3.2 The Rules/Bye Laws to regulate the use and maintenance of the Common Areas and provide essential services shall during the interim maintenance period shall be such as may be framed by the Promoter itself or through the facility management agency with such restrictions as it deems fit and proper and all the Allottees are bound to follow the same. After the maintenance and management of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws as may be framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

3.3 For the avoidance of any doubt, it is clarified that if within the time period of 60 days specified by the Promoter in the notice issued by the Promoter to the Allottee and the Other Allottees, the Other Allottees fails and/or neglects to take over from the Promoter the hand over and/or transfer, as the case may be, of the Common Areas and the responsibilities of maintenance and providing essential services then on the expiry of the aforesaid period, the Promoter shall no longer be liable or responsible for the same. Each of such liabilities, responsibilities, obligations etc. shall on and from such date be and/or be deemed to stand vested in all the Other Allottees including the Allottee hereto. Further, as and when the Promoter deems fit and proper, the Promoter will also transfer to the Association upon its formation and taking charge of the acts relating to the Common Purposes the Maintenance Deposit amount made by the Allottee without any interest thereon, after adjusting all amounts then remaining due and payable by the Allottee to the Promoter together with interest accrued thereon, and the amounts thus transferred, shall be held by the Association, to the account of the Allottee, for the purposes therefore.

4. Nomination by Allottee:

(a) This Agreement is personal to the Allottee and in no event the Allottee shall be entitled to enter into any agreement for sale, transfer and/or nominate any other person in its place and stead without the consent of the Promoter, in writing. In case the Allottee desires to nominate the said Apartment within a period of one year from the date of execution hereof, the Allottee shall not be required to pay any Nomination Cost to the Promoter save and except the legal charges for documentation in respect thereof. After expiry of the said period of one year, the Promoter though not obligated may accord such permission for nomination subject to the Allottee making payment of a sum calculated @ 2% (two percent) of the market value prevailing at the material time for the Allotted Apartment (hereinafter referred to as the Nomination Costs) alongwith the applicable taxes and along with the legal documentation charges for such nomination.

(b) The Allottee hereby covenants that such nomination costs are fair and reasonable,

(c) Upon such nomination being effected, such Nominee shall be deemed to have been substituted in place and stead of the Allottee hereto.

5. Conditions on Transfer by Allottee: The Allottee shall not be entitled to let out, sell, transfer, assign or part with possession of the Allotted Apartment until all the charges outgoings dues payable by the Allottee to the Maintenance In-charge in respect of the Allotted Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Maintenance In-charge.

6. Right to put Neon-Sign etc. by Promoter: The Allottee shall allow the Promoter, the Owner and the acquirers of the retail spaces and the Promoter and the Owner shall be entitled to put or allow its group companies or associate concerns or the acquirers of the retail spaces in the Building to put neon-sign, logo or like on the Roof or on the façade of the Building as the Promoter or the Owner, may in its sole discretion, think fit and proper and such right shall be excepted and reserved unto the Promoter and the Owner.

7. Dishonour of Payment Instruments

In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available in this agreement. Further, the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts and the charges charged by the bank to the Promoter against dishonour of the cheque plus a fixed amount of Rs.1000/= (Rupees one thousand only) for dishonour of each cheque. In the event the said Demand Draft is not tendered within 15 days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts and interest thereof and cheque dishonour charges and the said fixed amount for dishonour of the cheque, the Promoter may consider the same at its sole discretion. In the event of dishonour of cheque, the Promoter has no obligation to return the original dishonoured cheque.

8. Raising of finance by Promoter:

Notwithstanding anything to the contrary contained in Clause 20 of Section-III of this agreement, the Promoter shall have the right to raise finance/loan for construction of the Project from any financial institution and/or bank and for that purpose create mortgage, charge on the Project and/or securitization of the receivables, however, the Promoter shall not mortgage or create a charge on the Allotted Apartment after execution of this Agreement 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 Allotted Apartment. However, the Promoter shall, in the event any such mortgage or charge is made, cause to be redeemed/released the Allotted Apartment from the mortgagee at or before delivery of possession of the Allotted Apartment.

9. Deemed Possession

It is understood by the Allottee that even if the Allottee fails to take possession of the Allotted Apartment within 2 months from the date such possession is offered by the Promoter under clause 7.2 above of Section-III of this agreement, the Allottee shall be deemed to have taken possession on the expiry of the period of such notice, which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Allotted Apartment thereafter, will be deemed to be the possession date ("**Possession Date**").

On and from the Possession Date:

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

(ii) The Allottee shall become liable to pay the Maintenance Charges, Club Subscription Charges, property tax and other outgoings in respect of the Allotted Apartment and the Common Areas on and from the Possession Date;

(iii) All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the Common Areas and the Shared Common Areas shall be paid and borne by the Allottee proportionately and those relating only to the Allotted Apartment shall be borne solely and exclusively by the Allottee, with effect from the Possession Date.

(iv) All other expenses necessary and incidental to the management and maintenance of the Project shall be paid and borne by the Allottee proportionately.

10. It being also agreed between the parties that the Allottee shall also pay guarding charges to the Promoter at the rate of Rs.10000/- (Rupees ten thousand) only per month or part thereof from the expiry of the time mentioned in the possession letter till such time the Allottee takes the physical possession of the Allotted Apartment. Notwithstanding anything elsewhere to the contrary contained in this agreement including in the Schedules hereto, the Allottee expressly acknowledges understands and agrees that in the event of cancellation of the allotment of the Allotted Apartment and/or this Agreement in terms of this Agreement by the Promoter or the Allottee, as the case may be in that event the Promoter shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation/extinguishment/declaration recording such cancellation without the requirement of the presence or signature of the Allottee in such deed of cancellation/extinguishment/declaration and the Allottee shall cease or be deemed to have ceased to have any right title or interest in the Allotted Apartment/ Building Project on and from the date of termination/cancellation.

11. Additional Constructions: The Allottee admits and acknowledges that at the treaty of sale of the Allotted Apartment to the Allottee, the Allottee has been specifically made aware of by the Promoter and the Owner that the Promoter and the Owner shall be entitled to do all or any of the following acts deeds matters and things as mentioned below and the Allottee shall not question or dispute the same and hereby grants its consent for the same:

(a) That the Promoter shall be entitled to and may construct additional floors/apartments/retail spaces by consuming unutilized Floor Area Ratio available for the Project and/or by

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constructing a separate building thereat in subsequent phases as per the plans as be sanctioned by the concerned authority and the Promoter and the Owner shall be entitled to sell or otherwise deal with the same to its sole benefit and while doing so the Promoter shall ensure that there would not be any changes in the lay out of the Allotted Apartment;

(b) That the Promoter shall be entitled to and shall construct a multi-level car parking building at the Subject Properties for parking of motor cars in a phase-wise manner with completion of every phase of the Project. The multi-level car parking building at the Subject Properties shall be partially completed for each phase of the Project and fully complete only after constructions of the last phase of the Project;

(c) That the Promoter shall be entitled to use and allow any Allottee to use parking spaces including as mechanized car parking spaces and/or for parking motor car(s) in the Project as per the plan as sanctioned and as be sanctioned in future by the concerned authority.

For doing so by the Promoter, the Allottee agrees and ensures that he shall not in any way cause any obstruction hindrance or interference nor shall claim any right whatsoever over the benefits arising to the Promoter or the Owner by doing or carrying out the acts deeds and things mentioned in this clause including over additional constructions and/or additional car parking spaces, on the contrary the Allottee agrees to render all cooperation as may be necessary and required by the Promoter in that regard.

12. Project Access Land, 40m Strip of Land and Club Usage: The Allottee hereby acknowledges and confirms that the Promoter has made the Allottee fully aware of the following as also captured in the Recitals hereinabove and reiterated hereinbelow:

(i) that the Project Access Land shall be used and enjoyed by the owners and occupiers of the Owner's Adjacent Housing Project, being another housing project to be developed and/or caused to be developed by the Owner on the opposite side of the Project;

(ii) that the Owner shall be entitled to enter into necessary agreement/arrangement with the owners and occupiers of lands lying adjacent to the Subject Properties to permit them to use and enjoy the Project Access Land along with their respective transferees and in turn such owners and occupiers of lands lying adjacent to the Subject Properties would allow the Owner and its transferees to use and enjoy two more strips of lands measuring about 15 meters each, on either side of the Project Access Land, all together aggregating to about 40 meters (hereinafter referred to as "the **40m Strip of Land**") which shall be kept open to sky for all times;

(iii) that the said 40m Strip of Land (including the Project Access Land) falls under the 'no construction zone' of the Appropriate Authority and there is a proposal for construction of a public road over the same in future under the Land Use Development Control Plan of the Appropriate Authority and for this reason the Project Access Land will always be left open to sky and be used for ingress, egress and to lay to lay drainage, sewage, electricity, telephone, water, gas, electronic, digital, communication, data transfer and other wire, pipelines, conduits etc. and form part of the Shared Common Areas;

(iv) that the Club (including the podium) being developed by the Promoter at the Subject Properties shall be used and enjoyed by the owners, occupiers and transferees of the Owner's Adjacent Housing Project and all of them shall pay monthly subscription charges at the same rates for day to day running, maintenance, management and upkeep of the club at the rates fixed by the Promoter, which shall stand increased proportionately for both the Project developed on the Subject Properties and the Owner's Adjacent Housing Project developed on the opposite side thereof. The Promoter shall provide the first time equipment and infrastructure to be installed in the Club. The Promoter shall handover the management and administration of the Club to the Association of the flat buyers of the Project at the Subject Properties SUBJECT HOWEVER TO the right to use and enjoy the Club by the flat/unit buyers/transferees of the Owner's Adjacent Housing Project also.

(v) that permanent heritable and transferable right to use and enjoy the Shared Common Areas shall be granted in favour of the Allottees;

The Allottee agrees and undertakes not to raise any objection or cause any hindrance to the Promoter and the Owner exercising their rights and entitlements mentioned above AND grants his/her/its consent for the same AND ALSO acknowledges and confirms that the Allottee is fully aware of such rights and entitlements reserved by the Owner and the Promoter to their sole benefit.

13. License For Fitout Works:

13.1 Upon constructing the Allotted Apartment as per the specification and subject to the Allottee making payment of the total consideration for the Allotted Apartment, the extras, the deposits and the taxes as mentioned in Clauses 1.2.1, 1.2.2, 1.2.3 and 1.2.4 of Section III of this agreement, the Promoter may, at the requisition of the Allottee, permit the Allottee to do fitout works in the Allotted Apartment.

13.2 During the period of permissive use, the Allottee shall only have temporary license to do fitout works in the Allotted Apartment and shall not be entitled to claim possession. The right of the Allottee to claim and have possession of the Allotted Apartment shall become effective with effect from the date of issuance of the Completion/Occupancy Certificate by the concerned authority and the Allottee shall become liable and responsible to observe fulfil and perform all the terms and conditions of this agreement applicable to the Apartment Acquisition taking possession of their respective apartments.

13.3 It is agreed that the Allottee, during the period of permissive use, shall be liable to pay electricity charges as well as maintenance charges as mentioned in clause 1(a) of the Sixth Schedule hereinabove written.

13.3 The Allottee agrees and undertakes, while doing fitout works, not to shift any wall or make any concrete loft.

13.4 For doing fitout works, all the Other Allottees including the Allottee hereto shall be permitted to use only service lift as be specified by the Promoter to transport men and materials to their respective apartments.

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14. Covenant: The Allottee doth hereby agree and covenant with the Promoter that the Allottee is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owner, right and entitlement of the Promoter, the sanctioned plans, all the background papers, the right of the Owner and the Promoter to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Allottee and the negative covenants mentioned in this Agreement and the Allottee hereby accepts the same and shall not raise any objection with regard thereto.

15. Indemnity by Allottee: The Allottee shall be and remain responsible for and to indemnify the Promoter the Owner and the Maintenance-in-Charge against all damages, costs, expenses, claims, demands, actions and proceedings occasioned to the Project or any part thereof or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee or suffered by the Promoter or the Owner or the Maintenance In-charge as a result of any act of omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions of the Agreement to be observed fulfilled and performed by the Allottee.

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

Bodhi Complex Private Limited

Bodhi Complex Private Limited

[Signature]

Director/Authorised Signatory

**Represented through its Constituted Attorney
Siddha Real Estate Development Private Limited
Represented through its Authorized Signatory**

[Owner/Vendor]

Siddha Real Estate Development Private Limited

Siddha Real Estate Development Private Limited

[Signature]

Authorized Signatory

Represented through its Authorized Signatory

[Promoter]

[Purchaser]

Witnesses to the above executants:

Signature _____ Signature _____

Name _____ Name _____

Father's Name _____ Father's Name _____

Address _____ Address _____

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DATED THIS DAY OF 2024

BETWEEN

Siddha Real Estate Development Private Limited

... Promoter

And

Bodhi Complex Private Limited

... Owner/Vendor

And

... Allottee

AGREEMENT FOR SALE

Apartment No. _____

Siddha Serena

PANKAJ SHROFF & COMPANY

Advocates

“Diamond Heritage”,

Unit N611, 6th floor,

16, Strand Road,

Kolkata – 700 001

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