

AGREEMENT FOR SALE

THIS AGREEMENT is executed at Kolkata on this _____ day of _____,

BETWEEN

1. **Dhanganga Hirise Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AAECD4857B**)
2. **Dhanganga Infracon Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AAECD4858Q**)
3. **Alishan Supply Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AAGCA3232R**)
4. **Crossway Nirman Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AAFCC2501A**)
5. **Lifelong Enclave Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AACCL4768P**)
6. **Original Reality Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AABCO8348P**)
7. **Linkrose Residency Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AACCL4775G**)
8. **Linkrose Housing Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office

Siddha Happyville LLP
An. Battara
Authorized Signatory

at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AACCL4771C)

9. **Shivasthal Sales Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAKCS0244H)

10. **Skylink Merchants Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAKCS0075N)

11. **Premasagar Advisory Services Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AADCP9447N)

12. **Sagun Advisory Services Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAKCS0245G)

13. **Sukhjit Vyapaar Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAKCS0249L)

14. **Surdhuni Advisory Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAKCS0248M)

15. **Adya Real Estates Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 23/24, Radha Bazar Street, Kolkata-700001, Post Office GPO, Police Station Hare Street, District Kolkata, West Bengal (PAN AAFCA0534K)

16. **Anchor Vanijya Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAFCA7910D)

17. **Antratma Advisory Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAFCA8025P)

18. **Antratma Dealers Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AAGCA4508E**)

19. **Anukaran Supply Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AAGCA2373K**)

20. **Aravali Hirise Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AALCA1914H**)

21. **Arch Vanijya Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AAFCA8096C**)

22. **Arpana Consultancy Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AAFCA7897P**)

23. **Arpana Tie Up Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AAGCA4510Q**)

24. **Artline Homes Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AAMCA3967D**)

25. **Artline Projects Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AAMCA3968N**)

26. **Artline Real estate Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AAMCA3969P**)

27. **Average Complex Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office

at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal **(PAN AALCA6055D)**

28. **Average Housing Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal **(PAN AALCA6058Q)**

29. **Average Infracon Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal **(PAN AALCA6059R)**

30. **Average Nirman Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal **(PAN AALCA6097K)**

31. **Average Projects Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal **(PAN AALCA6060E)**

32. **Basudev Enclave Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal **(PAN AAFCB8177R)**

33. **Basudev Housing Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal **(PAN AAFCB8179B)**

34. **Bluebird Tie Up Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal **(PAN AACCB9049H)**

35. **Booster Heights Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal **(PAN AAFCB4835N)**

36. **Booster Hirise Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal **(PAN AAFCB2962C)**

37. **Brijbhumi Agents Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AADCB0967B**)

38. **Brijbhumi Tie Up Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AADCB1942L**)

39. **Citywings Vyapaar Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AACCC8486B**)

40. **Crossway Heights Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AAFCC2502D**)

41. **Dayanidhi Suppliers Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AACCD3412G**)

42. **Delta Vyapaar Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AACCD3980F**)

43. **Dhanganga Reality Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AAECD4853F**)

44. **Dreamland Hirise Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AAECD4854C**)

45. **Elegant Nirman Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AABCE5734F**)

46. **Gajbadan Vinimay Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office

at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AACCG8517H)

47. **Gajgamini Buildcon Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAFCG0062J)

48. **Gajgamini Constructions Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAFCG0060L)

49. **Gajgamini Hirise Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAFCG0061M)

50. **Gajgamini Reality Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAFCG0211P)

51. **Gajmukhi Enclave Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAFCG5163L)

52. **Gajmukhi Homes Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAFCG5162M)

53. **Gajmukhi Infracon Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAFCG5164P)

54. **Gajmukhi Nirman Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAFCG5166R)

55. **Gajmukhi Projects Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAFCG5161J)

56. **Gajmukhi Realestate Private Limited**, a company the incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AAFCG5165N**)

57. **Ganesh Tracom Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AACCG9166E**)

58. **Ganeshvani Promoters Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AAFCG0064Q**)

59. **Greentop Nirman Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AACCG5547R**)

60. **Guidance Vyapaar Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AACCG6165F**)

61. **Gullmarg Vyapaar Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AACCG6221C**)

62. **Hanurang Tie Up Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AABCH9034R**)

63. **Indivar Tracom Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AABCI5338P**)

64. **Jaijinendra Distributors Private Limited**, a company is incorporated under the Companies Act, 1956 and governed by the provisions of Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AABCJ6983F**)

65. **Jaijinendra Marketing Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered

office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AABCJ6984C)

66. **Jaijinendra Merchants Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AABCJ8681Q)

67. **Jaldham Advisory Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AABCJ6955F)

68. **Jaldham Tie Up Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AABCJ8680R)

69. **Jhilmil Sales Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AACCCJ1182B)

70. **Jhilmil Vyapaar Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AABCJ8359B)

71. **Jinay Merchants Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AABCJ8760C)

72. **Juhi Marketing Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AABCJ8358A)

73. **Kalakriti Enclave Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAFCK4450L)

74. **Kalakriti Homes Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAFCK4451M)

75. **Kalakriti Housing Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAFCK4452J)

76. **Kalakriti Properties Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAFCK4449M)

77. **Kalakriti Reality Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAFCK4447F)

78. **Kamyabi Consultants Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AACCK8427A)

79. **Limelight Hirise Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AACCL3977G)

80. **Linkrose Constructions Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AACCL4774H)

81. **Manobal Dealer Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAECM7165R)

82. **Manobal Vanijya Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAECM7166N)

83. **Matrix Sales Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAECM7076K)

84. **Maxflow Barter Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office

at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAFCM1911N)

85. **Moonlife Constructions Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAICM3317M)

86. **Moonlife Nirman Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAICM3314J)

87. **Moonlife Residency Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAICM3313R)

88. **Mridul Advisory Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAECM7205J)

89. **Newwave Merchants Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AACCN3315L)

90. **Panghat Supply Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAACP2593A)

91. **Pawanputra Barter Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AADCP9497N)

92. **Pawanputra Sales Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAACP3325N)

93. **Prabhakar Barter Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AADCP9381R)

94. **Prajapati Commercial Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AADCP9498D)

95. **Prajapati Dealer Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAACP2592B)

96. **Preamsagar Tie Up Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAACP3329A)

97. **Prime Rose Marketing Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AADCP9379F)

98. **Radial Housing Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAGCR9594K)

99. **Radial Residency Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AAGCR9598F)

100. **Rimjhim Commodities Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AADCR6089C)

101. **Rosemery Distributors Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AADCR3393K)

102. **Rosemery Tie Up Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN AADCR6757M)

103. **Sadabahr Vyapaar Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered

office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal **(PAN AAKCS8534J)**

104. **Sanjivani Vanijya Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal **(PAN AAKCS8533R)**

105. **Sargam Vyapaar Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal **(PAN AAKCS8525M)**

106. **Sawarg Vanijya Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal **(PAN AAKCS8535K)**

107. **Shivasthal Dealers Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal **(PAN AALCS0484L)**

108. **Siddha Style Barter Private Limited**, a company is incorporated under the Companies Act, 1956 and governed by the provisions of Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal **(PAN AALCS1075R)**

109. **Sidhant Suppliers Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal **(PAN AAKCS8524L)**

110. **Silverline Vinimay Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal **(PAN AALCS6054L)**

111. **Spandan Suppliers Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal **(PAN AAKCS0076R)**

112. **Splendor Vyapaar Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal **(PAN AAKCS0348E)**

113. **Style Merchants Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AAKCS8523P**)

114. **Sunmart Vyapaar Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AAKCS0246F**)

115. **Sunshine Barter Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AALCS1077P**)

116. **Superior Complex Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AASCS4247A**)

117. **Superior Hirise Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AASCS4246B**)

118. **Sursarita Advisory Services Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AAKCS0247E**)

119. **Sursarita Consultants Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AAKCS0564Q**)

120. **Swastik Barter Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AALCS1074Q**)

121. **Terapanth Consultancy Services Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AACCT4836A**)

122. **Timeless Real estate Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office

at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AAECT9162F**)

123. **Topten Vyapaar Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AACCT7847B**)

124. **Vidhata Advisory Services Private Limited**, a company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its registered office at 111 Park Street, 1st Floor, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN AACCV2750K**)

all are represented by their authorized signatory, _____, son of _____, by faith Hindu, by nationality Indian, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN _____**)

(collectively **Owners**, which expression shall include its successors-in-interest)

And

125. **Siddha Happyville LLP (formerly Siddha Grandeur Project)**, a limited liability partnership firm, registered under the Limited Liability Partnership Act, 2008, having its registered office at 6th Floor, Siddha Park, 99A Park Street, Kolkata-700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN ACIFS6600C**) represented by its authorized signatory _____, son of _____, by faith Hindu, by nationality Indian, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN _____**)

(**Promoter**, which expression shall include its successors and assigns and/or assigns)

And

126. _____, _____ of _____, by faith _____, by nationality _____, by occupation _____, residing at _____, PIN _____, Post Office _____, Police Station _____, District _____, West Bengal (**PAN _____**)

127. _____, _____ of _____, by faith _____, by nationality _____, by occupation _____, residing at _____, PIN _____, Post Office _____, Police Station _____, District _____, West Bengal (**PAN _____**)

(collectively, **Allottees**, which expression shall include his/her heirs, executors, administrators, successors-in-interest and/or permitted assigns)

Owners, Promoter and Allottees referred to as such or as **Party** and collectively **Parties**.

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

- a) "**Act**" means the means the Real Estate (Regulation and Development) Act, 2016;
- b) "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- c) "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- d) "**Section**" means a section of the Act.

WHEREAS:

A. The Owner Nos. 1 to 124 are the joint owners of land measuring 1166.9899 (one thousand one hundred and sixty six point nine eight nine nine) decimal, equivalent to 707.2666 (seven hundred and seven point two six six six) *cottah*, more or less, comprised in R.S./L.R. *Dag* Nos. 470, 471, 473, 474, 475, 476, 477, 478, 479, 480, 481, 483, 489, 490, 491, 492, 493, 494, 495, 496, 497, 499, 500, 501, 502, 503, 504, 506, 507, 509, 526, 528, 529, 530, 531, 532, 533, 533/717, and 501/716, recorded in L.R. *Khatian* Nos. 142, 546, 831, 2792, 2793, 2794, 2795, 2796, 2797, 2798, 2799, 2800, 2801, 2802, 2803, 2804, 2805, 2806, 2807, 2808, 2809, 2810, 2811, 2812, 2813, 2814, 2815, 2816, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2824, 2825, 2826, 2827, 2828, 2829, 2830, 2831, 2832, 2833, 2834, 2835, 2836, 2837, 2838, 2839, 2840, 2841, 2842, 2843, 2844, 2845, 2846, 2848, 2849, 2850, 2851, 2852, 2853, 2854, 2855, 2856, 2857, 2858, 2859, 2860, 2861, 2862, 2863, 2864, 2865, 2866, 2887, 3070, 3071, 3072, 3073, 3136, 3233, 3234, 3235, 3236, 3237, 3238, 3239, 3240, 3265, 3279, 3281, 3282, 3283, 3284, 3285, 3286, 3287, 3288, 3296, 3301, 3302, 3303, 3304, 3305, 3306, 3307, 3308, 3309, 3310, 3311, 3312, 3313, 3314, 3315, 3316, 3317, 3318, 3340, 3341, 3411, 3412, 4092, 4537, 4538, 5027 and 5028 of *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, PIN-700135, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayat* (**RBGP**) Sub-Registration District Rajarhat (formerly Bidhannagar), District North 24 Parganas (**Larger Property**). The Larger Property which is more particularly described in **Schedule A-1** below and is delineated by **Red** colour boundary line on the **Plan** annexed hereto and marked as **Annexure "1"**. In this regard it is clarified that the expression "*Larger Property*" wherever used in this agreement shall always deem to include and comprise of all such adjacent parcels of land which may in future be acquired/purchased by the Owners (and/or any of them) and/or their associates and developed together with the Larger Property as part of the Said Complex/Whole Project [defined in I (iii) below] and the allottee/occupants of Project/Said Complex shall not raise any dispute or objection in this regard. The Owners have purchased the Larger Property *vide* 166 (one hundred and sixty six) *Deeds of Sale* i.e. (1) Deed of Sale dated 12th December, 2014, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 2, Pages 422 to 438, being Deed No. 199 for the year 2015 (2) Deed of Sale dated 12th December, 2014, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 2, Pages 439 to 455, being Deed No. 200 for the year 2015 (3) Deed of Sale dated 12th December, 2014, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 2, Pages 456 to 470, being Deed

No. 201 for the year 2015(4) Deed of Sale dated 7th January, 2014 registered in the Office of the ARA II, Kolkata, in Book No. 1, Volume No. 3, Pages 2649-2666, being Deed No. 566 for the year 2014 (5) Deed of Sale dated 7th January, 2014, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 3, Pages 2667 to 2684, being Deed No. 00567 for the year 2014 (6) .Deed of Sale dated 7th January, 2014, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 3, Pages 2685 to 2704, being Deed No. 568 for the year 2014 (7) Deed of Sale dated 15th January, 2014, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 3, Pages 4511 to 4528, being Deed No. 667 for the year 2014 (8) Deed of Sale dated 15th January, 2014, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 3, Pages 4825 to 4842, being Deed No. 671 for the year 2014 (9) Deed of Sale dated 15th January, 2014, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 3, Pages 4843 to 4860, being Deed No. 00672 for the year 2014 (10) Deed of Sale dated 15th January, 2014, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 3, Pages 4861 to 4878, being Deed No. 673 for the year 2014 (11) Deed of Sale dated 15th January, 2014, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 3, Pages 4576 to 4593, being Deed No. 674 for the year 2014 (12) Deed of Sale dated 15th January, 2014, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 3, Pages 4911 to 4935, being Deed No. 677 for the year 2014 (13) Deed of Sale dated 31st January, 2014, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 6, Pages 3889 to 3903, being Deed No. 1299 for the year 2014 (14) Deed of Sale dated 22nd February, 2013, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 8, Pages 9131 to 9144, being Deed No. 02674 for the year 2013 (15) Deed of Sale dated 22nd February, 2013, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 8, Pages 9145 to 9158, being Deed No. 02675 for the year 2013 (16) Deed of Sale dated 24th August, 2015, registered in the Office of the DSR-II, Barasat, in Book I, Volume No. 1902-2015, Pages 31150-31181, being Deed No. 2801 for the year 2015 (17) Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 1848 to 1862, being Deed No. 3088 for the year 2014(18) Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 1863 to 1877, being Deed No. 3089 for the year 2014 (19) Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 1878 to 1893, being Deed No. 3090 for the year 2014 (20) Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 1894 to 1908, being Deed No. 3091 for the year 2014 (21) Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 1909 to 1923, being Deed No. 3092 for the year 2014 (22) Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 1924 to 1938, being Deed No. 3093 for the year 2014 (23) Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 1978 to 1992, being Deed No. 3096 for the year 2014 (24) Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 1993 to 2007, being Deed No. 3097 for the year 2014 (25) Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 2008 to 2022, being Deed No. 3098 for the year 2014 (26) Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 2023 to 2037, being Deed No. 3099 for the year 2014 (27) Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 2038 to 2052, being Deed No. 3100 for the year 2014 (28) Deed of Sale dated 5th May, 2014, registered in the Office of

the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 2081 to 2095, being Deed No. 3102 for the year 2014 **(29)** Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 2096 to 2110, being Deed No. 3103 for the year 2014 **(30)** Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 2111 to 2125, being Deed No. 3104 for the year 2014 **(31)** Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 2126 to 2140, being Deed No. 3105 for the year 2014 **(32)** Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 2153 to 2167, being Deed No. 3107 for the year 2014 **(33)** Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 2168 to 2182, being Deed No. 3108 for the year 2014 **(34)** Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 2183 to 2197, being Deed No. 3109 for the year 2014 **(35)** Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 2198 to 2212, being Deed No. 3110 for the year 2014 **(36)** Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 2213 to 2227, being Deed No. 3111 for the year 2014 **(37)** Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 2228 to 2242, being Deed No. 3112 for the year 2014 **(38)** Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 2243 to 2257, being Deed No. 3113 for the year 2014 **(39)** Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 2258 to 2272, being Deed No. 3114 for the year 2014 **(40)** Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 2273 to 2287, being Deed No. 3115 for the year 2014 **(41)** Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 2382 to 2396, being Deed No. 3122 for the year 2014 **(42)** Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 2397 to 2411, being Deed No. 03123 for the year 2014 **(43)** Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 2412 to 2426, being Deed No. 3124 for the year 2014 **(44)** Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 3072 to 3086, being Deed No. 3161 for the year 2014 **(45)** Deed of Sale dated 5th May, 2014, registered in the Office of the DSR-II, 24 PGS (N) , in Book I, Volume No. 7, Pages 3087 to 3101, being Deed No. 3162 for the year 2014 **(46)** Deed of Sale dated 10th May, 2014, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 27, Pages 3847 to 3862, being Deed No. 5849 for the year 2014 **(47)** Deed of Sale dated 30th May, 2014, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 32, Pages 2117 to 2131, being Deed No. 6777 for the year 2014 **(48)** Deed of Sale dated 5th June, 2014, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 34, Pages 3811 to 3825, being Deed No. 7250 for the year 2014 **(49)** Deed of Sale dated 18th June, 2014, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 38, Pages 3146 to 3163, being Deed No. 8043 for the year 2014 **(50)** Deed of Sale dated 11th July, 2014, registered in the Office of the ADSR, Rajarhat, in Book I, Volume No. 13, Pages 1381 to 1399, being Deed No. 8046 for the year 2014 **(51)** Deed of Sale dated 18th August, 2015, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 1902-2015, Pages 128943-128977, being Deed No. 9606 for the year 2015 **(52)** Deed of Sale dated 18th August, 2015, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 1902-2015, Pages

128913-128942, being Deed No. 9607 for the year 2015 **(53)** Deed of Sale dated 6th August, 2013, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 34, Pages 210 to 244, being Deed No. 11406 for the year 2013 **(54)** Deed of Sale dated 6th August, 2013, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 34, Pages 245 to 279, being Deed No. 11407 for the year 2013 **(55)** Deed of Sale dated 6th August, 2013, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 34, Pages 305 to 337, being Deed No. 11408 for the year 2013 **(56)** Deed of Sale dated 6th August, 2013, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 34, Pages 338 to 372, being Deed No. 11409 for the year 2013 **(57)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 4894 to 4908, being Deed No. 12532 for the year 2012 **(58)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 4909 to 4923, being Deed No. 12533 for the year 2012 **(59)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 4851 to 4864, being Deed No. 12534 for the year 2012 **(60)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 4865 to 4878, being Deed No. 12535 for the year 2012 **(61)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5072 to 5019, being Deed No. 12536 for the year 2012 **(62)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5044 to 5057, being Deed No. 12537 for the year 2012 **(63)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5058 to 5071, being Deed No. 12539 for the year 2012 **(64)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 4924 to 4938, being Deed No. 12540 for the year 2012 **(65)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 4953 to 4966, being Deed No. 12541 for the year 2012 **(66)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 4939 to 4952, being Deed No. 12542 for the year 2012 **(67)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5106 to 5119, being Deed No. 12543 for the year 2012 **(68)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 4740 to 4754, being Deed No. 12544 for the year 2012 **(69)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 4967 to 4983, being Deed No. 12550 for the year 2012 **(70)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 4984 to 4998, being Deed No. 12551 for the year 2012 **(71)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 4999 to 5013, being Deed No. 12552 for the year 2012 **(72)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5029 to 5043, being Deed No. 12554 for the year 2012 **(73)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5092 to 5105, being Deed No. 12555 for the year 2012 **(74)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 4769 to 4782, being Deed No. 12557 for the year 2012 **(75)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5363 to 5377, being Deed No. 12559 for the year 2012 **(76)** Deed of Sale dated 28th September, 2012, registered in the Office of

the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5614 to 5628, being Deed No. 12561 for the year 2012 (77) Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5492 to 5511, being Deed No. 12562 for the year 2012 (78) Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 4879 to 4893, being Deed No. 12565 for the year 2012 (79) Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5286 to 5302, being Deed No. 12566 for the year 2012 (80) Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 4783 to 4802, being Deed No. 12567 for the year 2012 (81) Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 4803 to 4819, being Deed No. 12570 for the year 2012 (82) Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 4837 to 4850, being Deed No. 12571 for the year 2012 (83) Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5629 to 5648, being Deed No. 12572 for the year 2012 (84) Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5744 to 5760, being Deed No. 12573 for the year 2012 (85) Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5120 to 5133, being Deed No. 12574 for the year 2012 (86) Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5456 to 5472, being Deed No. 12575 for the year 2012 (87) Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5553 to 5571, being Deed No. 12577 for the year 2012 (88) Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5572 to 5585, being Deed No. 12578 for the year 2012 (89) Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5586 to 5599, being Deed No. 12579 for the year 2012 (90) Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5600 to 5613, being Deed No. 12580 for the year 2012 (91) Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 4755 to 4768, being Deed No. 12583 for the year 2012 (92) Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5134 to 5159, being Deed No. 12584 for the year 2012 (93) Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5160 to 5176, being Deed No. 12585 for the year 2012 (94) Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5211 to 5227, being Deed No. 12586 for the year 2012 (95) Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5244 to 5257, being Deed No. 12596 for the year 2012 (96) Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5258 to 5271, being Deed No. 12597 for the year 2012 (97) Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5272 to 5285, being Deed No. 12598 for the year 2012 (98) Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5303 to 5316, being Deed No. 12599 for the year 2012 (99) Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5317 to 5331, being Deed No. 12600

for the year 2012 **(100)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5332 to 5348, being Deed No. 12601 for the year 2012 **(101)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5349 to 5362, being Deed No. 12604 for the year 2012 **(102)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5194 to 5210, being Deed No. 12605 for the year 2012 **(103)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 4820 to 4836, being Deed No. 12606 for the year 2012 **(104)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 450 to 464, being Deed No. 12714 for the year 2012 **(105)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 465 to 481, being Deed No. 12715 for the year 2012 **(106)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 511 to 527, being Deed No. 12717 for the year 2012 **(107)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 599 to 615, being Deed No. 12719 for the year 2012 **(108)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 639 to 652, being Deed No. 12720 for the year 2012 **(109)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 671 to 687, being Deed No. 12722 for the year 2012 **(110)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 709 to 722, being Deed No. 12723 for the year 2012 **(111)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 723 to 741, being Deed No. 12725 for the year 2012 **(112)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 780 to 798, being Deed No. 12726 for the year 2012 **(113)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 799 to 815, being Deed No. 12727 for the year 2012 **(114)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 881 to 894, being Deed No. 12728 for the year 2012 **(115)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 413 to 432, being Deed No. 12729 for the year 2012 **(116)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 433 to 449, being Deed No. 12730 for the year 2012 **(117)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 1738 to 1754, being Deed No. 12731 for the year 2012 **(118)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 1755 to 1774, being Deed No. 12733 for the year 2012 **(119)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 1638 to 1654, being Deed No. 12734 for the year 2012 **(120)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 1492 to 1508, being Deed No. 12735 for the year 2012 **(121)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 1477 to 1491, being Deed No. 12736 for the year 2012 **(122)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 1437 to 1462, being Deed No. 12737 for the year 2012 **(123)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II,

Kolkata, in Book I, Volume No. 50, Pages 1463 to 1476, being Deed No. 12738 for the year 2012 **(124)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 1509 to 1525, being Deed No. 12739 for the year 2012 **(125)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 1526 to 1539, being Deed No. 12740 for the year 2012 **(126)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 1540 to 1558, being Deed No. 12741 for the year 2012 **(127)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 995 to 1009, being Deed No. 12742 for the year 2012 **(128)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 1377 to 1391, being Deed No. 12743 for the year 2012 **(129)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 1408 to 1426, being Deed No. 12744 for the year 2012 **(130)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 1559 to 1578, being Deed No. 12745 for the year 2012 **(131)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 1579 to 1592, being Deed No. 12746 for the year 2012 **(132)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 1593 to 1611, being Deed No. 12747 for the year 2012 **(133)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 1612 to 1637, being Deed No. 12748 for the year 2012 **(134)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 1655 to 1680, being Deed No. 12749 for the year 2012 **(135)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 1681 to 1694, being Deed No. 12750 for the year 2012 **(136)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 1695 to 1708, being Deed No. 12751 for the year 2012 **(137)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 1709 to 1722, being Deed No. 12752 for the year 2012 **(138)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 1723 to 1737, being Deed No. 12753 for the year 2012 **(139)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 2144 to 2158, being Deed No. 12812 for the year 2012 **(140)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 50, Pages 2226 to 2242, being Deed No. 12824 for the year 2012 **(141)** Deed of Sale dated 13th September, 2013, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 38, Pages 2659 to 2672, being Deed No. 12974 for the year 2013 **(142)** Deed of Sale dated 13th September, 2013, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 38, Pages 3095 to 3109, being Deed No. 12975 for the year 2013 **(143)** Deed of Sale dated 18th September, 2013, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 39, Pages 2646 to 2665, being Deed No. 13260 for the year 2013 **(144)** Deed of Sale dated 18th September, 2013, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 39, Pages 2666 to 2687, being Deed No. 13261 for the year 2013 **(145)** Deed of Sale dated 30th October, 2013, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 44, Pages 1900 to 1920, being Deed No. 14771 for the year 2013 **(146)** Deed of Sale dated 30th October, 2013, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 44, Pages 1921 to 1937, being Deed No. 14772 for the year

2013 **(147)** Deed of Sale dated 20th December, 2014, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 80, Pages 1865 to 1879, being Deed No. 15990 for the year 2014 **(148)** Deed of Sale dated 26th December, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 65, Pages 2643 to 2663, being Deed No. 16217 for the year 2012 **(149)** Deed of Sale dated 26th December, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 65, Pages 2664 to 2684, being Deed No. 16218 for the year 2012 **(150)** Deed of Sale dated 12th June, 2015, registered in the Office of the DSR-II, Barasat, in Book I, Volume No. 1502-2015, Pages 6975 to 7001, being Deed No. 150201920 for the year 2015 **(151)** Deed of Sale dated 12th June, 2015, registered in the Office of the DSR-II, Barasat, in Book I, Volume No. 1502-2015, Pages 7002-7028, being Deed No. 150201921 for the year 2015, **(152)** Deed of Sale dated 12th June, 2015, registered in the Office of the DSR-II, Barasat, in Book I, Volume No. 1502-2015, Pages 7029 to 7055, being Deed No. 150201922 for the year 2015, **(153)** Deed of Sale dated 28th September, 2012, registered in the Office of the ARA-II, Kolkata, in Book I, Volume No. 49, Pages 5014-5028, being Deed No. 12553 for the year 2012, **(154)** Deed of Sale dated 11th July, 2014, registered in the Office of the ADSR, Rajarhat in Book I, Volume No. 47, Pages 4397 to 4411, being Deed No. 9833 for the year 2014 **(155)** Deed of Sale dated 30th October, 2013, registered in the Office of the ARA-II, Kolkata in Book I, CD Volume No. 44, Pages 1360 to 1376, being Deed No. 14769 for the year 2013, **(156)** Deed of Sale dated 30th October, 2013, registered in the Office of the ARA-II, Kolkata in Book I, CD Volume No. 44, Pages 1900 to 1920, being Deed No. 14771 for the year 2013, **(157)** Deed of Sale dated 8th January, 2014, registered in the Office of the ARA-II, Kolkata in Book I, CD Volume No. 2, Pages 1181 to 1195, being Deed No. 00288 for the year 2014, **(158)** Deed of Sale dated 15th January, 2014, registered in the Office of the ARA-II, Kolkata in Book I, CD Volume No. 3, Pages 4511 to 4528, being Deed No. 00667 for the year 2014, **(159)** Deed of Sale dated 15th January, 2014, registered in the Office of the ARA-II, Kolkata in Book I, CD Volume No. 3, Pages 4825 to 4842, being Deed No. 00671 for the year 2014, **(160)** Deed of Sale dated 15th January, 2014, registered in the Office of the ARA-II, Kolkata in Book I, CD Volume No. 3, Pages 4843 to 4860, being Deed No. 00672 for the year 2014, **(161)** Deed of Sale dated 15th January, 2014, registered in the Office of the ARA-II, Kolkata in Book I, CD Volume No. 3, Pages 4861 to 4878, being Deed No. 00673 for the year 2014, **(162)** Deed of Sale dated 15th January, 2014, registered in the Office of the ARA-II, Kolkata in Book I, CD Volume No. 3, Pages 4576 to 4593, being Deed No. 00674 for the year 2014, **(163)** Deed of Sale dated 28th November, 2019, registered in the Office of the ADSR, Rajarhat in Book I, Volume No. 1523-2019, Pages 566989 to 567017, being Deed No. 152314174 for the year 2019, (**164**) Deed of Sale dated 19th March, 2021, registered in the Office of the ARA-IV, Kolkata in Book I, Volume No. 1904-2021, Pages 126209 to 126239, being Deed No. 190402832 for the year 2021, **(165)** Deed of Sale dated 19th March, 2021, registered in the Office of the ARA-IV, Kolkata in Book I, Volume No. 1904-2021, Pages 126912 to 126941, being Deed No. 190402833 for the year 2021 **and (166)** Deed of Sale dated 19th March, 2021, registered in the Office of the ARA-IV, Kolkata in Book I, Volume No. 1904-2021, Pages 126314 to 126343, being Deed No. 190402834 for the year 2021. For the purposes of developing the Larger Property, the Owners and the Promoter have entered into 5 (five) separate development agreements i.e. **(1)** Development Agreement dated 30th September, 2014, registered in the Office of the ARA-II, Kolkata recorded in Book I, CD Volume No. 62, Pages 1760 to 1784, being Deed No. 12616 for the year 2014 **(2)** Development Agreement dated 30th September, 2014, registered in the Office of the ARA-II, Kolkata recorded in Book I, CD Volume No. 62, Pages 1785 to 1809, being Deed No. 12617 for the

year 2014 **(3)** Development Agreement dated 9th September, 2015, registered in the Office of the DSR-II, North 24 Parganas recorded in Book I, Volume No. 1502-2015, Pages 25422 to 25450, being Deed No. 150202574 for the year 2015 **(4)** Development Agreement dated 10th February, 2016, registered in the Office of the DSR-II, North 24 Parganas recorded in Book I, Volume No. 1502-2016, Pages 10286 to 10325 being Deed No. 150200404 for the year 2016 **and (5)** Development Agreement dated 17th May, 2022, registered in the Office of the ARA-II, Kolkata, recorded in Book I, Volume No. 1902-2022, Pages 204075 to 204112 being Deed No. 190205520 for the year 2022 (collectively “**Development Agreement**”).

B. The Larger Property is earmarked for the purpose of building a residential project comprising multi-storied apartment towers/buildings and car parking spaces and the said project shall be known as Siddha Happyville ("**Said Complex**"). The development of the Said Complex known as ‘**Siddha Happyville**’ *inter alia* consisting of **(i) Tower/Building Nos. 1** (namely Azure), **2A**(namely Aqua), **2B**(namely Fern), **2C**(namely Mint), **2D**(namely Marine), **2E**(namely Olive), **2F**(namely Citron), **2G**(namely Sapphire) and **3A**(namely Indigo) *inter-alia* comprising of 9 (nine) Ground+ 19 (G+19) storied residential tower/buildings **(ii)** Tower/Building No. 4, *inter-alia* comprising of 1 (one) Basement + Ground + 7 (B+G+7) storied tower/building for Multi-level Car Parking (**MLCP**) **(iii)** Tower/Building No. 3B, *inter-alia* comprising of 1 (one) Ground + 2 (G+2) storied tower/building for Club and **(iv)** Building No. 2H (namely Jade) *inter-alia* comprising of 1 (one) Ground+ 19 (G+19) storied residential tower/building, out of which the Building No. 2H (namely Jade) *inter-alia* comprising of 1 (one) Ground+ 19 (G+19) storied residential tower/building, being constructed on the Project Property, is presently being developed as a phase of the Whole Project (as defined in Recital I (i) below) and proposed as a “real estate project” by the Promoter and is being registered as a ‘real estate project’ (**the Real Estate Project or Project**) with the West Bengal Real Estate Regulatory Authority (**Authority**), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.

C. The Owners and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the title of the Owners to the Larger Property and the Promoter’s right and entitlement to develop the Larger Property on which *inter-alia* the Project is to be constructed have been completed.

D. The Owners have duly intimated the RBGP about commencement of construction of the Project.

E. The Promoter has obtained the layout plan, sanctioned plan (bearing Sanction Plan Memo No. 287/RPS dated 08/03/2022), specifications and approvals for the Real Estate Project (including for the Said Apartment and the Said Tower/Building from the competent authority), which is presently being developed as a phase of the Whole Project (defined in Recital I (i) below). The Promoter agrees and undertakes that it shall not make any changes to approved plans of the Real Estate Project except in strict compliance with Section 14 of the Act and other laws as applicable.

F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ No. _____;

G. The Allottees had applied for an apartment in the Project vide application no. _____ dated _____, and have been allotted Residential Apartment No _____ on the _____**rd** floor, having carpet area of _____ (_____) square feet, more or less, which includes attached balcony measuring _____ (_____) square feet, more or less, being more particularly described in the **Schedule B** below and the layout of the apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure “2” (Said Apartment)** in Tower/Building No. **2H** (namely **Jade**) (**Said Tower/Building**) **together with** the right to park in the parking space/s bearing parking space no. more particularly described in the **Schedule B** below (**Said Parking Space**) and **together with** pro rata share in the common areas of the Real Estate Project (**Share In Common Areas**), the said common areas of the Real Estate Project being described in the **Schedule E** below (**Common Areas**). The Said Apartment, the Said Parking Space, and Share In Common Areas, collectively described in the **Schedule B** below (collectively **Said Apartment And Appurtenances**).

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

I. The principal and material aspects of the development of the Whole Project (as defined hereunder) and the Real Estate Project as disclosed by the Promoter are briefly stated below–

(i) Building No. 2H (namely Jade) *inter-alia* comprising of 1 (one) Ground+ 19 (G+19) storied residential tower/building, being constructed on the Project Property, constitute the Real Estate Project in accordance with the provisions of the Act and Rules. The Real Estate Project is being constructed and developed upon a portion of the Larger Property as shown in **Green** colour boundary line on the **Plan** annexed and marked as “**Annexure 1**” hereto and more particularly described in the **Schedule A-2** below (**Project Property**). The Owner Nos. 1 to 14 are the joint and absolute owners of the Project Property.

(ii) The detailed scheme of development attached as **Annexure “1”** discloses the proposed designated uses of the buildings/structures and the phase/s of development on the Larger Property and is based on the current approved layout for the Project Property and the conceptual layout for the development of the Larger Property. The conceptual layout of the development on the Larger Property could be finally developed by the Promoter at its sole discretion either in terms of the Plan in **Annexure“1”** or in such other manner as may be possible under the relevant /applicable laws.

(iii) The Promoter had undertaken the development of the Larger Property in a phase-wise manner as mentioned in this Recital B (the phase-wise development of the entirety of the Larger Property as envisaged in this Recital B and as also mentioned/contemplated in the other portions this Agreement hereinafter referred to as **The Whole Project**).

(iv) Apart from the Real Estate Project, the Promoter proposes to develop in one or more phases other residential tower/buildings/structures along with its/their common areas, facilities and amenities in the Whole Project and upon the Larger Property (**Other Residential Component**) and the portion of the Larger Property upon which the Other Residential

Component shall be developed in such manner as the Promoter may in its sole discretion deem fit.

(v) The Other Residential Component proposed to be developed as part of the Whole Project, may be provided with certain common areas, facilities and amenities (**Other Residential Exclusive Amenities**) and which may exclusively be made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees of the Other Residential Component and, may not be available to the Allottees or any other allottees/occupants of apartments/flats in the Real Estate Project.

(vi) Further, the Promoter proposes to develop in one or more phases non-residential buildings/structures along with the Non-Residential Exclusive Amenities (defined below) upon the Larger Property (**Non-Residential Component**) and the portion of the Larger Property upon which the Non-Residential Component shall be developed in such manner as the Promoter may in its sole discretion deem fit.

(vii) On the Larger Property, the Promoter also proposes to develop certain common areas, facilities and amenities which may exclusively be made available to and useable by such person(s) as the Promoter may in its sole discretion deem fit including the allottee/s/occupants of such non-residential buildings/structures and such common areas, facilities and amenities may not be available for the use by the allottee/s of the Real Estate Project and the Other Residential Component (**Non-Residential Exclusive Amenities**).

(viii) The Promoter is entitled to amend, modify and/or substitute the proposed future and further development of the Larger Property, in full or in part, subject to the necessary permission/sanction being granted by the RBGP and all other concerned authorities.

(ix) The Allottees agree that the Promoter shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the allottee/s of such apartments/flats and to the exclusion of other allottee/s in the Real Estate Project ("**Limited Areas And Facilities**"). The Allottees agree to use only the Limited Areas And Facilities (if any) specifically identified for the Allottees in the Said Apartment And Appurtenances and as more particularly described in the **Schedule B** here underwritten. In this regard it is clarified that incase any open car parking space is mentioned in **Schedule B** below, then such open car parking space shall be deemed to be part of the Limited Areas And Facilities, the usage whereof shall be exclusively enjoyed by the Allottee/sherein. The Allottees agree to not use the Limited Areas And Facilities identified for other allottee/s nor shall the Allottees have any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other allottee/s and/or the usage thereof.

(x) The Common Areas in the Real Estate Project that may be usable by the Allottees and other allottee/son a non-exclusive basis are listed in the **Schedule E** hereunder written.

(xi) The common areas, facilities and amenities in the Whole Project including the Real Estate Project that may be usable by the Allottees and other allottee/s in the Whole Project on a non-exclusive basis (**Whole Project Included Amenities**) are listed in the **Schedule F** hereunder

written. The Allottees agree and accept that it shall not be obligatory for the Promoter to complete the Whole Project Included Amenities (as listed in **Schedule F** below) in all respects prior to handing over of possession of the Said Apartment to the Allottees and the Whole Project Included Amenities may be completed/provided only after completion of the Whole Project and the Allottees expressly agree not to raise any objection regarding the same and also further waives the right, if any, to do so.

(xi) Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and The Kolkata Gazette, Extraordinary, July 27, 2021 [PART I provisions prescribed by the _____ [Please insert the relevant laws in force] and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

(xii) The Allottees agree and acknowledge that the sample apartment/flat (if any) is constructed by the Promoter and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing and/or interior decorating the apartment and the Promoter is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample flat, other than as expressly agreed by the Promoter under this Agreement. The height of the Said Apartment shall be in accordance to the sanctioned plan and the same may differ from the height of the sample apartment/flat constructed by the Promoter.

(xiii) In the event the Said Parking Space (if any has been taken by the Allottees in this Agreement) is situate in the MLCP, being Tower/Building No. 4, then in such event the Allottees agree and accept that the physical possession of the Said Parking Space shall be given to the Allottees only after completion of construction of the MLCP/ Building No. 4.

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

K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottees hereby agree to purchase the Said Apartment And Appurtenances, being collectively described in the **Schedule B**.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottees and the Allottees hereby agree to purchase, the Said Apartment And Appurtenances, described in **Schedule B** below.

1.2 The Total Price payable for the Said Apartment And Appurtenances is more particularly mentioned in **Schedule C** below.

Explanation:

(i) The Total Price includes the booking amount paid by the Allottees to the Promoter towards the Said Apartment.

(ii) The Price includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, up to the date of handing over the possession of the Said Apartment in terms of this Agreement.

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

(iv) The Promoter shall periodically intimate in writing to the Allottees, the amount payable as stated in the **Schedule C** below and the Allottees shall make payment within 30 (thirty) days of such written intimation. In addition, the Promoter shall provide to the Allottees 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.

(v) **TDS:** If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottees on the consideration payable to the Promoter and the same shall be deposited by the Allottees to the concerned authority within the time period stipulated under law and the Allottees 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 Allottees 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 Allottees under this Agreement and the amount thereof shall be treated as outstanding.

1.2 The Total Price is escalation-free, save and except escalations/increases which the Allottees hereby agree to pay due to increase on account of development charges payable to the competent authority/Local Bodies/Government and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost/charges imposed by the competent authority/Local Bodies/Government, the Promoter shall enclose the said notification/order/rule/regulation/demand, published/issued to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments. 1.3 The

Allottees shall make the payment as per the payment plan set out in Schedule C (Payment Plan)

1.4 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottees by discounting such early payments @ 6% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottees by the Promoter.

1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (save and except finishing items, which may be altered/modified by the Promoter at its sole discretion) and the nature of fixtures, fittings and amenities described herein at the **Schedule D** and the **Schedule E** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Said Apartment, without the previous written consent of the Allottees as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottees, or such minor changes or alterations as per the provisions of the Act. The Promoter shall take prior approval of the Allottees for extra charges, if any, as may be applicable for such addition alterations.

1.6 The Promoter shall confirm the final carpet area that has been allotted to the Allottees after the construction of the Said Tower/Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by the Allottees within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottees. If there is any increase in the carpet area allotted to the Allottees, the Promoter shall demand that from the Allottees as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

1.8 Subject to the terms contained in this Agreement, the Promoter agrees and acknowledges that the Allottees shall have the following rights to the Said Apartment And Appurtenances:

(i) The Allottees shall have exclusive ownership of the Said Apartment.

(ii) The Allottees shall also have undivided proportionate share in the Common Areas of the Real Estate Project (described in the **Schedule E** below). Since the share/interest of the Allottees in the Common Areas of the Real Estate Project is undivided and cannot be divided or separated, the Allottees shall use the Common Areas of the Real Estate Project along with other occupants/allottees of the Project, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottees to use the Common Areas/Whole Project Included Amenities shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall hand over the Common Areas of the Real Estate Project (described in the **Schedule E** below) 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 price of the Said Apartment And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.8 It is made clear by the Promoter and the Allottees agree that the Said Apartment along with the garage/covered/MLCP parking, if any, shall be treated as a single indivisible unit for all purposes. Save and except the scheme of development as mentioned in Recital H (including all its sub-clauses) , it is agreed that the Real Estate Project is an independent, self-contained project covering the Project Property (described in the **Schedule A-2** below) 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 Allottees. It is clarified that the Project's facilities and amenities shall be available for use and enjoyment of the allottees as expressly mentioned in this Agreement.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely '**Siddha Happyville**' shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

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

1.10 The Allottees have paid a sum equivalent to 10% (ten percent) of the Total Price as booking amount being part payment towards the Total Price of the Said Apartment And Appurtenances which includes token amount/any advances paid at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottees hereby agree to pay the remaining price of the Said Apartment And Appurtenances as prescribed in the Payment Plan [specified in the **Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein **Provided that** if the Allottees delay in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2.PAYMENTS:

2.1 Subject to the terms of this Agreement and the Promoter abiding by the construction milestones as expressly mentioned in this Agreement, the Allottees shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through cheque/demand draft/pay order or online payment (as applicable) drawn in favour of/to the account of the Promoter payable at Kolkata.

2.2 In the event of the Allottees obtaining any financial assistance and/or housing loan from any bank/ financial institution, in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottees from such bank/ financial institution.

2.3 The timely payment of all the amounts payable by the Allottees under this Agreement (including the Total Price) , is the essence of the contract. An intimation forwarded by the Promoter to the Allottees that a particular milestone of construction has been achieved shall be sufficient proof thereof.

2.4 In the event of delay and/or default on the part of the Allottees in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottees, the said unpaid tax levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

3.COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

3.2. The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottees shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees 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 Allottees and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottees only.

4.ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottees authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottees against the Said Apartment And Appurtenances, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottees undertake not to object/demand/direct the Promoter to adjust his/her payments in any other manner.

5.TIME IS ESSENCE:

Time is of essence for the Promoter as well as the Allottees. The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Said Apartment to the Allottees and the Common Areas of the Real Estate Project (described in the Schedule E below) to the association of allottees, upon its formation and registration. Similarly, the Allottees shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C i.e. the Payment Plan.

6.CONSTRUCTION OF THE PROJECT/APARTMENT ANDCOMMON AREAS FACILITIES & AMENITIES :

6.1 The Allottees have seen the proposed layout plan, specifications, amenities and facilities of the Said Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as provided in this Agreement, which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Real Estate Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Authority and shall not have an option to make any variation /alteration/modification in such plans of the Real Estate Project, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in the **Schedule D** of this Agreement.

6.2 The Allottees agree, accept and confirm that the Promoter is entitled to the rights and entitlements in this Agreement including as stated in this Clause 6.2 in accordance with what is stated at Recitals H herein above:-

6.2.1 The Larger Property is being developed in a phase-wise manner by constructing and developing multiple buildings/structures thereon including the Real Estate Project and the Other Residential Component may be permissible in the manner more particularly detailed at Recitals H hereinabove. The Promoter shall be entitled to develop the Larger Property as the Promoter deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Allottees have agreed to purchase the Said Apartment And Appurtenances based on the unfettered rights of the Promoter in this regard.

6.2.2 The Promoter has informed the Allottees that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Property. The Promoter has further informed the Allottees that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottees along with other allottee/s of flats/units/apartments in the Said Tower/Building and/or the Real Estate Project and/or in the Whole Project, and the Allottees shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottee of flats/units/apartments in the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottees shall be determined by the Promoter and the Allottees agree to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottees nor any of the allottee/s of flats/units/apartments in the Real Estate Project shall object to the Promoter laying through or under or over the land described in the **Schedule A-1** and the **Schedule A-2** hereunder written and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings which are to be developed and constructed on any portion of the Larger Property.

6.2.3 The Allottees are aware that he/she/it/they shall only be permitted to use the Common Areas in the Real Estate Project (specified in the **Schedule E** below) and the Whole Project Included Amenities (specified in the **Schedule F** below) in common with other allottee/s and users in the Real Estate Project and the Whole Project and the Promoter and its contractors, workmen, agents, employees, personnel and consultants. The Allottees are also aware that the Promoter shall designate certain common area, facilities and amenities as the Other Residential Exclusive Amenities which shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees/occupants of the Other Residential Component shall not be available to the Allottees or any other allottees/occupants of apartments/flats in the Real Estate Project.

6.2.4 The Whole Project Included Amenities and any other areas as may be designated by the Promoter including common open areas, common landscapes and driveways etc. in/on the Whole Project/Larger Property shall be an integral part of the layout of the development of the Whole Project and the Larger Property and neither the Allottees nor any person or entity on the Allottees' behalf shall, at any time claim any exclusive rights with respect to the same.

6.2.5 The Allottees shall at no time demand partition of the Said Apartment And Appurtenances and/or the Said Tower/Building and/or the Real Estate Project and/or the Other Residential Component and/or the Whole Project and/or the Larger Property.

7. POSSESSION OF THE APARTMENT:

7.1. Schedule for possession of the Said Apartment - The Promoter agrees and understands that timely delivery of possession of the Said Apartment to the Allottees and the Common Areas of the Real Estate Project to the association of allottees (upon its formation and registration) is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Said Apartment on **December, 2026 (Completion Date)**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Real Estate Project; or any further delay(s) beyond the control of the Promoter due to epidemic, quarantine restriction, state or nation wide lockdown, including any future disruptions due to the coronavirus disease (**Force Majeure**). If, however, the completion of the Real Estate Project is delayed due to the Force Majeure conditions then the Allottees agree that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment. Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees agree and confirm that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottees the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottees, the Allottees agree that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

The Possession Date has been accepted by the Allottees. However, if the Said Apartment is made ready prior to the Completion Date, the Allottees undertake and covenant not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottees are linked inter alia to the progress of construction, and the same is not a time linked plan.

Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, , the customer is required to pay any stamp duty, registration fee, legal fees, other expenses, etc., which becomes payable therefor, then the same shall be borne paid and discharged by the allottees of the Project (including the Allottees herein) proportionately and the Promoter and/or the Owners shall not be liable therefor in any manner whatsoever and the Allottees and the other allottees shall keep the Promoter and the Owners fully indemnified with regard thereto..

7.2. Procedure for taking possession - The Promoter, upon obtaining the completion certificate/partial completion certificate from the competent authority shall offer in writing the possession of the Said Apartment, to the Allottees 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 Said Apartment to the Allottees subject to payment of all amount due and payable under this Agreement and Registration of the Deed of Conveyance. The Promoter agrees and

undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottees agree(s) to pay the maintenance charges (as provided on the Schedule H below) as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottees in writing within 90 (ninety) days of receiving the completion certificate/partial completion certificate of the Project.

7.3. Failure of Allottees to take Possession of Apartment- Upon receiving a written intimation from the Promoter as mentioned in Clause 7.2 above, the Allottees shall take possession of the Said 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 Said Apartment to the Allottees. In case the Allottees fails to take possession within the time provided in Clause 7.2 above, such Allottees shall continue to be liable to pay maintenance charges as applicable in terms of the rules framed on payment of maintenance charges for the project.

7.4. Possession by the Allottees- After obtaining the completion certificate and handing over physical possession of the apartments comprised in the Real Estate Project to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas of the Real Estate Project (as specified in the Schedule E below) , to the association of allottees, upon its formation and registration or the competent authority, as the case may be, as per the local laws.

7.5. Cancellation by Allottees- The Allottees 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, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

Upon the termination of this Agreement, the Allottees shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment And Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment And Appurtenances in the manner it deems fit and proper.

7.6. Compensation - The Owners shall compensate the Allottees in case of any loss caused to him due to defective title of the land, on which the Real Estate Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Apartment (i) in accordance with the terms of this Agreement, duly completed by the Completion Date specified in Clause 7.1; or (ii) due to discontinuance of his business as a promoter on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case

the Allottees 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 Apartment, with interest at the rate prescribed in the Rules within 45 days including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottees does not intend to withdraw from the Project, the Promoter shall pay the Allottees interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8.REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

(i) The Owners have absolute, clear and marketable title with respect to the Project Property; the requisite authority and rights to carry out development upon the Project Property and absolute, actual, physical and legal possession of the Project Property for the Real Estate Project.

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project.

(iii) There are no encumbrances upon the Project Property or the Real Estate Project save and except as expressly disclosed in the Form B Declaration uploaded in the Website of the Authority;

(iv) There are no litigations pending before any Court of law or Authority with respect to the Project Property or the Real Estate Project, save and except as expressly disclosed in the Form B Declaration uploaded in the Website of the Authority;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, the Project Property and the Said 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 Real Estate Project, the Project Property, the Said Apartment, the Said Tower/Building and Common Areas of the Real Estate Project till the date of handing over of the Real Estate Project to the association of allottees;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or any other agreement/arrangement with any person or party with respect to the Said Apartment which will, in any manner, affect the rights of Allottees under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Apartment to the Allottees in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Apartment to the Allottees and the Common Areas of the Real Estate Project to the association of allottees, upon the same being formed and registered;

(x) The Project Property 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 Project Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate has been issued and irrespective of possession of apartment along with Common Areas of the Real Estate Project (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or not;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Property) has been received by or served upon the Promoter in respect of the Project Property and/or the Real Estate Project.

(xiii) That the Project Property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

(i) Promoter fails to provide ready to move in possession of the Apartment to the Allottees within the time period specified in Clause 7.1. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Apartment shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Promoter's business as a promoter on account of suspension or revocation of 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, Allottees are entitled to the following:

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

(ii) The Allottees shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottees under any head

whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice subject to allottee registering the deed of cancellation in respect of the Said Apartment and Appurtenances;

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

9.3. The Allottees shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottees fail to make payment for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottees shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules;

(ii) In case of Default by Allottees under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter, may cancel the allotment of the Apartment in favour of the Allottees and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Further, upon the termination of this Agreement in the aforesaid circumstances, the Allottees shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment and Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment and Appurtenances in the manner it deems fit and proper.

10. CONVEYANCE OF THE SAID APARTMENT :

The Promoter, on receipt of Total Price of the Said Apartment and Appurtenances (as provided in the **Schedule C** under the Agreement) from the Allottees, shall execute a conveyance deed drafted by the Promoter's legal advisors and convey the title of the Said Apartment and Appurtenances within 3 (three) months from the date of issuance of the completion certificate to the Allottees.

However, in case the Allottees fail to deposit the stamp duty and/or registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottees authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies) .and further the Allottees shall be bound by its obligations as morefully mentioned in Clause 7.3 of this Agreement.

In this regard it is clarified that in addition to the Total Price, the Allottees shall make payment of legal fees of Messieurs Saha & Ray, Advocates (**Legal Advisors**) , who have drawn this Agreement and shall draw all further documents. The fee is Rs.20,000/- (Rupees twenty thousand) . 50% (fifty percent) of the fee shall be paid simultaneously herewith and the balance

50% (fifty percent) shall be paid on or before the date of registration of the conveyance deed. Stamp duty/registration fees shall be paid at actuals and in terms of the E-Assessment Slip obtained from the Government of West Bengal, Directorate of Registration & Stamp Revenue Department and fixed miscellaneous expenses of Rs.6,500/- (Rupees six thousand and five hundred) for each registration and all other fees and charges, if any, shall be borne by the Allottees and paid 15 (fifteen) days prior to the date of registration. The fee and costs shall be paid to the Promoter, who shall do all accounting with the Legal Advisors.

11.MAINTENANCE OF THE SAID TOWER/BUILDING/APARTMENT/PROJECT :

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance will be paid/borne by the Allottees (to the Promoter) from the date of obtaining completion certificate till handover of maintenance of the Real Estate Project to the association of allottees and thereafter to the association of allottees. Maintenance Expenses wherever referred to in this Agreement shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the Project including those mentioned in the **Schedule H** below (“**Common Expenses/Maintenance Charges**”).

12.DEFECT LIABILITY:

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

12.2 It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottees and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottees and/or any other allottee/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Allottees are aware that the Said Tower/Building is a monolithic structure and any change(s) , alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Tower/Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottees and/or the association of allottees shall have no claim(s) of whatsoever nature against the Promoter in this regard.

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

15. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Said Complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottees shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PROJECT

16.1 Subject to Clause 12 above, the Allottees shall, after taking possession, be solely responsible to maintain the Said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Tower/Building, or the Said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Tower/Building is not in any way damaged or jeopardized.

16.2 The Allottees further undertake, assure and guarantee that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Said Tower/Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or

painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottees shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the common passages or staircase of the Said Tower/Building. The Allottees shall also not remove any wall including the outer and load bearing wall of the Said Apartment.

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

16.4 In addition to the aforesaid, the Allottees hereby agree to observe and perform the stipulations, regulations and covenants (collectively **Covenants**) , described in the **Schedule G** below.

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

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

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Real Estate Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and save as expressly provided in this Agreement.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

21. BINDING EFFECT:

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

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

a. 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 Allottees in not making payments as per the Payment Plan [Schedule C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottees 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.

b. 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 PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottees have to make any payment, in common with other Allottees in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

28.FURTHER ASSURANCES:

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

29.PLACE OF EXECUTION:

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

30.NOTICES:

That all notices to be served on the Allottees and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or the Promoter by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

It shall be the duty of the Allottees and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post

failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottees, as the case may be.

31. JOINT ALLOTTEES:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act

Schedule A-1

(Larger Property)

Land measuring 1166.9899 (one thousand one hundred and sixty six point nine eight nine nine) decimal, equivalent to 707.2666 (seven hundred and seven point two six six six) *cottah*, more or less, comprised in R.S./L.R. *Dag*Nos. 470, 471, 473, 474, 475, 476, 477, 478, 479, 480, 481, 483, 489, 490, 491, 492, 493, 494, 495, 496, 497, 499, 500, 501, 502, 503, 504, 506, 507, 509, 526, 528, 529, 530, 531, 532, 533, 533/717 and 501/716, recorded in L.R. *Khatian* Nos. 142, 546, 831, 2792, 2793, 2794, 2795, 2796, 2797, 2798, 2799, 2800, 2801, 2802, 2803, 2804, 2805, 2806, 2807, 2808, 2809, 2810, 2811, 2812, 2813, 2814, 2815, 2816, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2824, 2825, 2826, 2827, 2828, 2829, 2830, 2831, 2832, 2833, 2834, 2835, 2836, 2837, 2838, 2839, 2840, 2841, 2842, 2843, 2844, 2845, 2846, 2848, 2849, 2850, 2851, 2852, 2853, 2854, 2855, 2856, 2857, 2858, 2859, 2860, 2861, 2862, 2863, 2864, 2865, 2866, 2887, 3070, 3071, 3072, 3073, 3136, 3233, 3234, 3235, 3236, 3237, 3238, 3239, 3240, 3265, 3279, 3281, 3282, 3283, 3284, 3285, 3286, 3287, 3288, 3296, 3301, 3302, 3303, 3304, 3305, 3306, 3307, 3308, 3309, 3310, 3311, 3312, 3313, 3314, 3315, 3316, 3317, 3318, 3340, 3341, 3411, 3412, 4092, 4537, 4538, 5027 and 5028 of *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, PIN-700135, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayat*, Sub-Registration District Rajarhat (formerly Bidhannagar) , District North 24 Parganas, delineated in colour **Green** boundary line on the **Plan** annexed hereto and marked as **Annexure "1"** and butted and bounded as follows:

On the North :By *Dag* Nos. 537, 536, 535, 471 & Panchayat Road

On the East :By *Dag* Nos. 470(P) , 484, 485, 486, 488 & Mouza – Kalaberia

On the South :By *Dag* Nos. 498, 504(P) , 506(P) , 507(P) , 509(P) , & P.W. Road/ Rajarhat 211 Bus Route

On the West :By *Dag* Nos. 510, 502(P) , 501(P) , 501/716(P) , 526(P) , 527, 528, 530, 541 & 540

Schedule A-2

(Project Property)

Land measuring 58.9041 (fifty eight point nine zero four one) decimal [equivalent to 35.6994 (thirty five point six nine nine four) *cottah*], more or less, comprised in R.S./L.R. *Dag* Nos. 471, 481, 528, 529 and 530, recorded in L.R. *Khatian* Nos. 142, 546, 831, 2820, 2825, 2827, 2828, 2829, 3235, 3282, 3283, 3284, 3285, 3286, 5027 and 5028, of *Mouza* Bhatenda, J.L. No. 28, Police Station Rajarhat, PIN-700135, within the jurisdiction of Rajarhat-Bishnupur No. I *Gram Panchayat* (RBGP) , Sub-Registration District Rajarhat (formerly Bidhannagar) , District North 24 Parganas..

Schedule B

(Said Apartment And Appurtenances)

- (a) The Said Apartment, being Residential Apartment No. _____, on the _____ floor, having carpet area of _____ (_____) square feet, more or less with attached balcony measuring _____ (_____) square feet, more or less, in Said Tower/Building No. **2H** (namely **Jade**). The layout of the Said Apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2"**;
- (b) The Said Parking Space, being the right to park 1 (one) medium sized car in the _____ Car Park space, admeasuring 135 (one hundred and thirty five) square feet, in the Said Complex; **and**
- (c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in **Schedule E** below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement.

Schedule C

(Payment Plan)

The Unit Price (excluding Goods & Service Tax) for the Said Apartment based on the carpet area is **Rs** _____/- (Rupees: _____) and part of the Extra Charge so far computed is **Rs.** _____/- (Rupees _____) and the Goods and Service Taxes is **Rs.** _____/- (Rupees _____) aggregating to **Rs.** _____/- (Rupees _____) ("Total Price")

For Tower/Building No. 2H (Jade)

| Sl. | Payment Schedule | Amount |
|-----|---|--|
| 1 | On Booking and Allotment | 10% of the Total Price+ Applicable Tax |
| 2 | On execution of Agreement | 10% of the Total Price+ Applicable Tax |
| 3 | On Commencement of Pilling of the Said Tower/Building | 10% of the Total Price+ Applicable Tax |
| 4 | On Completion of Ground Floor Roof Casting | 10% of the Total Price+ Applicable Tax |
| 5 | On Completion of 2 nd Floor Roof Casting | 10% of the Total Price+ Applicable Tax |
| 6 | On Completion of 5 th Floor Roof Casting | 10% of the Total Price+ Applicable Tax |

| | | |
|----|--|--|
| 7 | On Completion of 8 th Floor Roof Casting | 10% of the Total Price+ Applicable Tax |
| 8 | On Completion of 11 th Floor Roof Casting | 10% of the Total Price+ Applicable Tax |
| 9 | On Completion of 14 th Floor Roof Casting | 10% of the Total Price+ Applicable Tax |
| 10 | On Completion of 17 th Floor Roof Casting | 5% of the Total Price+ Applicable Tax |
| 11 | On Offer of Possession | 5% of the Total Price+ Applicable Tax |

The Allottees, in terms of the table below, shall pay to the Promoter the entirety of the Extra Charges as and when demanded, proportionately or wholly (as the case may be) , with GST and other Taxes, if any, thereon:

| |
|--|
| (i) Electricity : obtaining HT/LT electricity supply from the supply agency, which is Rs. _____/- per square on the carpet area (Rupees _____) per square feet, based on the carpet area of Said Apartment, to the Promoter. |
| (ii) Generator : stand-by power supply to the Said Apartment from diesel generators, @ Rs. _____/- (Rupees _____) per 1 (one) KVA, to the Promoter |
| (iii) Maintenance Charges for Common Areas : the proposed monthly maintenance charge will be fixed prior to issuance of possession notice. Further, Common Area Maintenance (CAM) deposit @ Rs. _____/- (Rupees _____) per square feet on carpet area of the Said Apartment shall be paid by the Allottees prior to the date of handover of possession of the Said Apartment. |
| (iv) Electricity Meter for Common Areas : security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Areas, proportionately, to the Promoter. |
| (v) Betterment Fees : betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Larger Property or the Said Apartment And Appurtenances or its transfer in terms hereof, proportionately, to the Promoter. |
| (vi) Advance Maintenance Charges - This amount is payable against 24 (twenty four) months advance maintenance charges for the Said Apartment, to be adjusted with CAM bills to be raised at the rate as may be decided by the Promoter at the time of handover of possession. |
| (vii) Association Formation Charges – Rs _____/- to be paid by the allottee |
| Total Extras and Deposits |

Schedule D

Specifications

(Which Are Part Of the Said Apartment)

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

Ceramic 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

Superior Quality concealed copper wiring with the modular switches.

Telephone Wiring

Central distribution console, network.

Exterior

Latest weather proof non faded exterior finish.

Schedule E

(Common Areas Of the Real Estate Project)

(Which Are Part Of the Real Estate Project)

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

Schedule F

(Whole Project Included Amenities)

(Being description of the common areas, facilities and amenities in the Whole Project that may be usable by the Allottees on a non-exclusive basis along with allottee/s/occupants in the Whole Project)

Sl. No. Whole Project Included Amenities

1. Club
2. Driveways, fire tender paths, walkways and landscaped green areas
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

Schedule G

(Covenants)

The Allottees covenant with the Promoter (which expression includes the body of apartment owners of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 (“**Association**”), wherever applicable) and admits and accepts that:

1. **Satisfaction of Allottees:** The Allottees are acquainted with, fully aware of and are thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter, the sanctioned plans, all the background papers, the right of the Owners 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 Allottees and the negative covenants mentioned in this Agreement and the Allottees hereby accept the same and shall not raise any objection with regard thereto.

2. **Allottees Aware of and Satisfied with Common Areas and Specifications:** The Allottees, upon full satisfaction and with complete knowledge of the Common Areas (described in the Schedule E above) and quality, specifications, materials, workmanship and structural stability thereof Specifications (described in the Schedule D above) and all other ancillary matters, is entering into this Agreement. The Allottees have examined and is acquainted with the Said Complex and have agreed that the Allottees shall neither have nor shall claim any right over any portion of the Said Tower/Building and/or the Said Complex and/or the Larger Property and/or the Whole Project **save and except** the Said Apartment And Appurtenances.

3. **Facility Manager:** The Promoter shall hand over management and upkeep of all Common Areas to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the Common Areas of the Said Complex (2) the Facility Manager shall levy and collect the Common Expenses/Maintenance Charges (3) the Allottees shall be bound to pay the Common Expenses/Maintenance Charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottees and it shall be deemed that the Facility Manager is rendering the

services to the Allottees for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the Common Areas shall vest in the Facility Manager and (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the allottees of the Said Complex/Whole Project.

4. Allottees to Mutate and Pay Rates & Taxes: The Allottees shall (1) pay the RBGP Tax, surcharge, levies, cess etc. (collectively “**Rates & Taxes**”) (proportionately for the Said Tower/Building and/or the Said Complex and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Allottees, on the basis of the bills to be raised by the Promoter/the Association (upon formation) /the Apex Body (upon formation) , such bills being conclusive proof of the liability of the Allottees in respect thereof and (2) have mutation completed at the earliest. The Allottees further admits and accepts that the Allottees shall not claim any deduction or abatement in the bills of the Promoter/the Facility Manager or the Association (upon formation) /the Apex Body (upon formation) .

5. Allottees to Pay Common Expenses/Maintenance Charges:The Allottees shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/the Facility Manager/the Association (upon formation) /the Apex Body (upon formation) , such bills being conclusive proof of the liability of the Allottees in respect thereof. The Allottees further admit and accept that (1) the Allottees shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/the Facility Manager/the Association (upon formation) /the Apex Body (upon formation) .

6. Allottees to Pay Interest for Delay and/or Default:The Allottees shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/the Facility Manager/the Association (upon formation) , within 7 (seven) days of presentation thereof, failing which the Allottees shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly) , for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/the Facility Manager/the Association (upon formation) , as the case may be. The Allottees also admit and accept that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottees and the Allottees shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.

7. Promoter’s Charge/Lien: The Promoter shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Allottees to the Promoter **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.

8. No Obstruction by Allottees to Further Construction:Subject to compliance with Section 14 of the Act, the Promoter shall be entitled to construct further floors on and above the top

roof of the Said Tower/Building and/or make other constructions elsewhere on the Said Complex and/or Whole Project and the Allottees shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottees due to and arising out of the said construction/developmental activity. The Allottees also admit and accept that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottees shall not raise any objection in any manner whatsoever with regard thereto.

9. No Rights of or Obstruction by Allottees: All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Promoter shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.

10. Allottees to Participate in Formation of Association and Apex Body: The Allottees admit and accept that the Allottees and other intending allottees of apartments in the Said Complex shall form the Association and the Allottees shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex (“**Apex Body**”). The Allottees shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Allottees shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Allottees further admits and accepts that the Allottees shall ensure and not object to the Association joining the Apex Body.

11. Obligations of Allottees: The Allottees shall:

(a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Tower/Building, the Real Estate Project, the Whole Project and the Said Complex by the Promoter/the Facility Manager/the Association (upon formation) /the Apex Body (upon formation) .

(b) **Observing Rules:** observe the rules framed from time to time by the Promoter/the Facility Manager/the Association (upon formation) /the Apex Body (upon formation) for the beneficial common enjoyment of the Said Tower/Building, the Real Estate Project, the Whole Project and the Said Complex.

(c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances, wholly and the Common Areas, proportionately, from the possession date.

(d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes

provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other apartment owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottees shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Tower/Building, the Project Property, and outside walls of the Said Tower/Building **save** in the manner indicated by the Promoter/the Facility Manager/the Association (upon formation) . The Promoter shall endeavour to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Allottees.

(e) **Residential Use:**use the Said Apartment for residential purpose only. Under no circumstances shall the Allottees use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Promoter shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

(f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Tower/Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Allottees makes any alterations/changes, the Allottees shall compensate the Promoter /the Association (upon formation) (as the case may be) as estimated by the Promoter /the Association (upon formation) for restoring it to its original state.

(g) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Tower/Building. The Allottees shall not install any dish-antenna on the balcony and/or windows of the Said Tower/Building and/or on any external part of the Said Tower/Building and/or the roof thereof. The Allottees shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottees shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Allottees on the inner side of the doors and windows of the Said Apartment. The Allottees shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Allottees that no out-door units of split air-conditioners will be installed on the external walls of the Said Tower/Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottees shall install the out-door unit of the same either inside the Allottees' own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allottees shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allottees accept that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

(h) **No Sub-Division:**not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.

(i) **No Changing Name:** not change/alter/modify the names of the Said Tower/Building and the Said Complex from that mentioned in this Agreement.

(j) **Trade Mark Restriction:** not to use the name/mark *Siddha* in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever **save and except** for the purpose of address of the Said Apartment and if the Allottees does so, the Allottees shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of the mark *Siddha* .

(k) **No Nuisance and Disturbance:** not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Tower/Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.

(l) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

(m) **No Obstruction to Promoter/Facility Manager/Association/ Apex Body :**not obstruct the Promoter/the Facility Manager/the Association (upon formation) /the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Tower/Building and/or the Said Complex/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Tower/Building/Said Complex/Whole Project/Project Property(excepting the Said Apartment and the Said Parking Space, if any) .

(n) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.

(o) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/the Facility Manager/the Association (upon formation) /the Apex Body (upon formation) for the use of the Common Areas.

(p) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefor.

(q) **No Injurious Activities:**not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any or the Common Areas.

(r) **No Storing Hazardous Articles:**not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.

(s) **No Signage:**not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/Said Tower/Building/Said Complex **save** at the place or places provided therefor **provided that** this

shall not prevent the Allottees from displaying a standardized name plate outside the main door of the Apartment.

(t) **No Floor Damage:**not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.

(u) **No Installing Generator:**not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.

(v) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.

(w) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment.

(x) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Allottees and/or family members, invitees or servants of the Allottees, the Allottees shall compensate for the same.

(y) **No Hanging Clothes:**not hang or cause to be hung clothes from the balconies of the Said Apartment.

(z) **Fire Safety and Air Conditioning Equipment:** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Allottees hereby understand and accept that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Allottees shall not raise any objection in any manner whatsoever with regard thereto and further the Allottees hereby confirm that the Allottees shall not violate any terms of the statutory requirements/fire norms.

11.1 Notification Regarding Letting/Transfer: If the Allottees let out or sell the Said Apartment And Appurtenances, the Allottees shall immediately notify the Facility Manager/the Association (upon formation) /the Apex Body (upon formation) of the tenant's/allottees address and telephone number. Further, prior to any sale and/or transfer of the Said Apartment And Appurtenances, the Allottees shall obtain a No Objection Certificate (**Maintenance NOC**) from the Facility Manager/the Association (upon formation) /the Apex Body (upon formation) , which shall only be issued to the Allottees after payment of all outstanding Common Expenses/Maintenance Charges, if any.

11.2 No Objection to Construction: Notwithstanding anything contained in this Agreement, the Allottees have accepted the scheme of the Promoter to construct/develop the Said Complex/Whole Project in phases and to construct on other portions of the Larger Property/Proposed Adjoining Land and hence the Allottees have no objection to the continuance of construction in the other portions of the Larger Property/ the Proposed Adjoining Land/the Said Complex, even after the date of possession notice. The Allottees shall

not raise any objection to any inconvenience that may be suffered by the Allottees due to and arising out of the said construction/developmental activity.

11.3 No Right in Other Areas: Save and except as expressly mentioned in this Agreement, the Allottees shall not have any right in the other portions of the Larger Property/the Proposed Adjoining Land/the Said Complex and the Allottees shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the said other portions of the Larger Property/the Proposed Adjoining Land/the Said Complex.

11.4 Roof Rights: A demarcated portion of the top roof of the Said Tower/Building shall remain common to all owners of the Said Tower/Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Tower/Building shall belong to the Promoter with right of exclusive transfer and the Allottees specifically agree not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Tower/Building as aforesaid, the Promoter shall always have the right of further construction on the entirety of the top roof and the Allottees specifically agree not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all owners of the Said Tower/Building.

11.5 Hoardings: The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use) , in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Larger Property and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites. All electricity charges on account of the aforesaid installation of the Promoter's hoarding/boards/neon signs etc. shall form part of the common area electricity bills/costs and shall be paid by the Allottees, proportionately.

12. Said Club:

12.1 The Promoter has decided to provide several amenities and facilities in a social and recreational club within the Said Complex (**Said Club**) , intended for use and enjoyment of all allottees of the Whole Project. It is clarified that the decision of the Promoter as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Allottees.

12.2 Membership Obligation of Allottees: Membership of the Said Club being compulsory for all allottees of the Whole Project, the Allottees (which expression, in the context of the Said Club, means only 1 (one) person if the number of allottee/s under this Agreement is more than 1 (one) , as be nominated *inter se* among the allottee/s agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Agreement. The Allottees understand and accept that (1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Club Manager (defined below) in due course and circulated to members before the Said Club is made operational (2) all members (including the Allottees) will be required to abide by these

terms and conditions and rules and regulations **and(3)** the acceptance by the Allottees of the club scheme shall be a condition precedent to completion of sale of the Said Apartment And Appurtenances in terms of this Agreement.

12.3 Membership Scheme of Said Club: The Allottees understand and accept that **(1)** membership of the Said Club shall be open only to the allottees of the Whole Project/Said Complex **(2)** each apartment is entitled to 1 (one) membership, irrespective of the number of owners of such apartment **(3)** membership is open only to individuals (i.e. no corporate membership) and if the Allottees are body corporate, it will be required to nominate 1 (one) occupier of the Said Apartment, who, for all purposes, shall be treated as the member of the Said Club **(4)** the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents **(5)** members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees **(6)** in the event of sale/transfer of the Said Apartment, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force **and (7)** if an allottee lets out his/her apartment, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Allottees.

12.4 Facilities of Said Club: Notwithstanding anything contained in this Agreement, the Allottees understand and accept that the Promoter shall have the sole rights and discretions in planning the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Promoter.

12.5 Commencement of Operation of Said Club: The Promoter reasonably expects that the Said Club shall be made operational after the entirety of the Said Complex/Whole Project is completed and made ready. The Allottees understand and accept that the Completion Date of the Said Apartment has no connection and correlation with the Said Club becoming operational and the Allottees shall not raise any claim or objection in this regard.

12.6 Club Manager: The Allottees understand and accept that the Said Club (at the sole discretion of the Promoter) shall be managed and operated professionally through a club operation and management agency (**Club Manager**), to be exclusively engaged by the Promoter, at its sole discretion. Notwithstanding formation of the Association and the Apex Body, the Club Manager shall at all times continue to look after the maintenance and running of the Said Club. The Allottees further understand and accept that the Club Manager can only be changed and/or replaced at the sole discretion of the Promoter and the allottees shall have no right to replace the Club Manager.

12.7 Membership Fee, Security Deposit and Monthly Subscription: The Allottees understand and accept that **(1)** the Allottees does not have to pay any membership fee for membership of the Said Club as the Total Price includes the membership fee but future transferees of the Allottees may have to pay separate amounts towards membership fee **(2)** the Allottees may have to pay a one-time interest free security deposit for use of credit facilities at

the Said Club and **(3)** the Allottees will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Allottees reside at the Said Apartment, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Promoter and this shall be in addition to the Common Expenses/Maintenance Charges.

12.8 User Charge: The Allottees understand and accept that **(1)** some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay by use basis **and (2)** the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.

13. Nomination: The Allottees admit and accept that before the execution and registration of conveyance deed of the Said Apartment And Appurtenances, the Allottees will be entitled to nominate, assign and/or transfer the Allottees' right, title, interest and obligations under this Agreement on payment of 2% (two percent) of the market price prevailing at that time (to be determined by the Promoter) as nomination charge to the Promoter **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the below mentioned conditions:

(a) The Allottees shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination.

(b) The Allottees shall obtain prior written permission of the Promoter and the Allottees and the nominee shall be bound to enter into a tripartite agreement with the Owners and the Promoter.

(c) The Allottees shall pay an additional legal fee of Rs.10,000/- (Rupees ten thousand) to the Promoter's legal advisors towards the tripartite Nomination Agreement and shall further pay to the Promoter a sum equivalent to 3 (three) months of Common Area Maintenance (CAM) charges in advance prior to the nomination.

(d) Subject to the approval and acceptance of the Promoter **and subject to** the above conditions, the Allottees shall be entitled to nominate, assign and/or transfer the Allottees' right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

Schedule 'H'

(Common Expenses)

1. Common Utilities: All charges, costs and deposits for supply, operation and maintenance of common utilities.

2. Electricity: All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Tower/Building and the Said Complex and the road network, STP etc.

3. **Association:** Establishment and all other capital and operational expenses of the Association of allottees.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any apartment) walls of the Said Tower/Building] and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Tower/Building and the Said Complex **save** those separately assessed on the Allottees.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

IN WITNESS WHEREOF 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 first above written.

| | |
|---|---|
| Dhanganga Hirise Private Limited | Dhanganga Infracon Private Limited |
| Alishan Supply Private Limited | Crossway Nirman Private Limited |
| Lifelong Enclave Private Limited | Original Reality Private Limited |
| Linkrose Residency Private Limited | Linkrose Housing Private Limited |
| Shivasthal Sales Private Limited | Skylink Merchants Private Limited |
| Premasagar Advisory Services Private Limited | Sagun Advisory Services Private Limited |
| Sukhjit Vyapaar Private Limited | Surdhuni Advisory Private Limited |
| Adya Real Estates Private Limited | Anchor Vanijya Private Limited |
| Antratma Advisory Private Limited | Antratma Dealers Private Limited |
| Anukaran Supply Private Limited | Aravali Hirise Private Limited |
| Arch Vanijya Private Limited | Arpana Consultancy Private Limited |
| Arpana Tie Up Private Limited | Artline Homes Private Limited |
| Artline Projects Private Limited | Artline Realestate Private Limited |
| Average Complex Private Limited | Average Housing Private Limited |
| Average Infracon Private Limited | Average Nirman Private Limited |
| Average Projects Private Limited | Basudev Enclave Private Limited |
| Basudev Housing Private Limited | Bluebird Tie Up Private Limited |
| Booster Heights Private Limited | Booster Hirise Private Limited |
| Brijbhumi Agents Private Limited | Brijbhumi Tie Up Private Limited |
| Citywings Vyapaar Private Limited | Crossway Heights Private Limited |
| Dayanidhi Suppliers Private Limited | Delta Vyapaar Private Limited |
| Dhanganga Reality Private Limited | Dreamland Hirise Private Limited |
| Elegant Nirman Private Limited | Gajbadan Vinimay Private Limited |
| Gajgamini Buildcon Private Limited | Gajgamini Constructions Private Limited |
| Gajgamini Hirise Private Limited | Gajgamini Reality Private Limited |
| Gajmukhi Enclave Private Limited | Gajmukhi Homes Private Limited |
| Gajmukhi Infracon Private Limited | Gajmukhi Nirman Private Limited |
| Gajmukhi Projects Private Limited | Gajmukhi Realestate Private Limited |
| Ganesh Tracom Private Limited | Ganeshvani Promoters Private Limited |
| Greentop Nirman Private Limited | Guidance Vyapaar Private Limited |
| Gullmarg Vyapaar Private Limited | Hanurang Tie Up Private Limited |
| Indivar Tracom Private Limited | Jaijinendra Distributors Private Limited |
| Jaijinendra Marketing Private Limited | Jaijinendra Merchants Private Limited |
| Jaldham Advisory Private Limited | Jaldham Tie Up Private Limited |
| Jhilmil Sales Private Limited | Jhilmil Vyapaar Private Limited |
| Jinay Merchants Private Limited | Juhi Marketing Private Limited |
| Kalakriti Enclave Private Limited | Kalakriti Homes Private Limited |
| Kalakriti Housing Private Limited | Kalakriti Properties Private Limited |
| Kalakriti Reality Private Limited | Kamyabi Consultants Private Limited |
| Limelight Hirise Private Limited | Linkrose Constructions Private Limited |
| Manobal Dealer Private Limited | Manobal Vanijya Private Limited |

Matrix Sales Private Limited
Moonlife Constructions Private Limited
Moonlife Residency Private Limited
Newwave Merchants Private Limited
Pawanputra Barter Private Limited
Prabhakar Barter Private Limited
Prajapati Dealer Private Limited
Prime Rose Marketing Private Limited
Radial Residency Private Limited
Rosemery Distributors Private Limited
Sadabahr Vyapaar Private Limited
Sargam Vyapaar Private Limited
Shivasthal Dealers Private Limited
Sidhant Suppliers Private Limited
Spandan Suppliers Private Limited
Style Merchants Private Limited
Sunshine Barter Private Limited
Superior Hirise Private Limited
Sursarita Consultants Private Limited
Terapanth Consultancy Services Private Limited
Topten Vyapaar Private Limited

Maxflow Barter Private Limited
Moonlife Nirman Private Limited
Mridul Advisory Private Limited
Panghat Supply Private Limited
Pawanputra Sales Private Limited
Prajapati Commercial Private Limited
Premasagar Tie Up Private Limited
Radial Housing Private Limited
Rimjhim Commodities Private Limited
Rosemery Tie Up Private Limited
Sanjivani Vanijya Private Limited
Sawarg Vanijya Private Limited
Siddha Style Barter Private Limited
Silverline Vinimay Private Limited
Splendor Vyapaar Private Limited
Sunmart Vyapaar Private Limited
Superior Complex Private Limited
Sursarita Advisory Services Private Limited
Swastik Barter Private Limited
Timeless Realestate Private Limited
Vidhata Advisory Services Private Limited

Represented by its Authorized Signatory

[Owners]

Siddha Happyville LLP

Represented by its Authorized Signatory

[Promoter]

(_____)

[Allottees]

Drafted by:

Witnesses:

Signature _____ Signature _____

Name _____ Name _____

Father's Name _____ Father's Name _____

Address _____ Address _____

Dated this _____ day of _____, 2023

Between

Dhanganga Hirise Private Limited & Ors.

... Owners

And

Siddha Happyville LLP

... Promoter

And

_____ & Anr.

... Allottees

AGREEMENT

Apartment No. JAD _____, __rd Floor,

Tower/Building No. 2H (Jade)

1 (one) _____ Car Park

Siddha Happyville

Bhatenda, Rajarhat

North 24 Parganas

Siddha Happyville LLP
En. Bhatia
Authorized Signatory