

AGREEMENT FOR SALE

THIS AGREEMENT is executed at Kolkata on this _____ day of _____, 2020

BETWEEN

1. **Broad Tie Up Private Limited**, a company incorporated under the Companies Act, 1956 and an existing company within the meaning of the Companies Act, 2013, having its registered office at 91A/1 Park Street, Post Office Park Street, Police Station Park Street, Kolkata-700016, District Kolkata, West Bengal [PAN AAECB6602N]
2. **Recoup Tracom Private Limited**, a company incorporated under the Companies Act, 1956 and an existing company within the meaning of the Companies Act, 2013, having its registered office at 91A/1, Park Street, Post Office Park Street, Police Station Park Street, Kolkata-700016, District Kolkata, West Bengal [PAN AAFCR4144Q]
3. **Browse Tie Up Private Limited**, a company incorporated under the Companies Act, 1956 and an existing company within the meaning of the Companies Act, 2013, having its registered office at 91A/1, Park Street, Post Office Park Street, Police Station Park Street, Kolkata-700016, District Kolkata, West Bengal [PAN AAECB6459P]
4. **Browse Merchants Private Limited** a company incorporated under the Companies Act, 1956 and an existing company within the meaning of the Companies Act, 2013, having its registered office at 91A/1, Park Street, Post Office Park Street, Police Station Park Street, Kolkata-700016, District Kolkata, West Bengal [PAN AAECB6460G]
5. **Recoup Vinimay Private Limited**, a company incorporated under the Companies Act, 1956 and an existing company within the meaning of the Companies Act, 2013, having its registered office at 91A/1, Park Street, Post Office Park Street, Police Station Park Street, Kolkata-700016, District Kolkata, West Bengal [PAN AAFCR4143K]
6. **Majestic Conclave Private Limited**, a company incorporated under the Companies Act, 1956 and an existing company within the meaning of the Companies Act, 2013, having its registered office at 91A/1, Park Street, Kolkata-700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal [PAN AAHCM4356P]
7. **Geranium Projects Private Limited**, a company incorporated under the Companies Act, 1956 and an existing company within the meaning of the Companies Act, 2013, having its registered office at 84A, Chittaranjan Avenue, Police Station Bowbazar, Post Office Bowbazar, Kolkata-700012, District Kolkata, West Bengal [PAN AAECG6232B]
8. **Darpad Promoters Private Limited**, a company incorporated under the Companies Act, 1956 and an existing company within the meaning of the Companies Act, 2013, having its registered office at 1st Floor, 14, Netaji Subhas Road, Police Station Hare Street, Post Office G.P.O., Kolkata-700001, District Kolkata, West Bengal [PAN AECD2509A]
9. **Panorama Marketing Private Limited** (formerly known as **Panorama Marketing Limited**), a company incorporated under the Companies Act, 1956 and an existing company within the meaning of the Companies Act, 2013, having its registered office at 1, Sarojini Naidu Sarani,

Shubham Building, Unit 307, Police Station Park Street, Post Office Shakespeare Sarani, Kolkata-700017, District Kolkata, West Bengal [PAN AABCP1466H]

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

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

And

10. **Siddha Town Baruipur LLP**, a limited liability partnership firm incorporated under the Limited Liability Partnership Act, 2008, having its registered office at Siddha Park Building, 6th Floor, 99A, Park Street, Kolkata-700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal [PAN ACJFS3627E] represented by its authorized signatory, _____, son of _____, by faith _____, by nationality _____, by occupation _____, working for gain at Siddha Park, 99A, Park Street, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN _____)

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

And

11. _____, Son of _____, by faith _____, by nationality _____, by occupation _____, residing at _____, PIN-_____, Post Office _____, Police Station _____, District _____, (PAN _____)
12. _____, Son of _____, by faith _____, by nationality _____, by occupation _____, residing at _____, PIN-_____, Post Office _____, Police Station _____, District _____, (PAN _____)

(collectively **Allottees**, which expression shall include his/her heirs, executors, administrators, successors-in-interest and 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 West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) "Section" means a section of the Act.

WHEREAS:

- A. The Owner Nos. 1 to 9 are the joint owners of land measuring 380.1992 (three hundred and eighty point one nine nine two) decimal equivalent to 230.4238 (two hundred and thirty point four two three eight) *cottah* equivalent to 15412.96 (fifteen thousand four hundred and twelve point nine six) square meter, more or less, comprised in R.S./L.R. *Dag* Nos.7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 34 and 40 recorded in L.R. *Khatian* Nos. 1836, 1837, 1838, 1839, 1840, 1841, 1841/1, 1852 and 1949, at *Mouza* Khasmallik, J.L. No. 35, PIN 700144, and land measuring 247.8633 (two hundred and forty seven point eight six three three) decimal equivalent to 150.2202 (one hundred and fifty point two two zero two) *cottah* equivalent to 10048.17 (ten thousand and forty eight point one seven) square meter, more or less, comprised in R.S./L.R. *Dag* Nos. 85, 86, 87, 88, 89, 90, 92, 93, 95 and 96, recorded in L.R. *Khatian* Nos. 3721, 3722, 3723, 3724, 3725, 3726, 3727, 4149 and 4150, at *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, PIN 700144, and within the jurisdiction of Hariharpur *Gram Panchayet* (HGP), Sub-Registration District Baruipur, District South 24 Parganas ("First Property") and the Owner Nos. 1 to 9 are also the joint owners of land measuring 709.6759 (seven hundred and nine point six seven five nine) decimal equivalent to 430.1066 (four hundred and thirty point one zero six six) *cottah* equivalent to 28769.67 (twenty eight thousand seven hundred sixty nine point six seven) square meter, more or less, comprised in R.S./L.R. *Dag* Nos. 15, 16, 28, 29, 30, 31, 32, 33, 34, 35, 36, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 52, 53, 66, 67, 68, 69, 70, 71, 72, 73, 78, 79, 86, 87 and 45/935, recorded in L.R. *Khatian* Nos. 3721, 3722, 3723, 3724, 3725, 3726, 3727, 4149 & 4150, at *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, PIN 700144, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (Second Property), the First Property and the Second Property collectively containing land measuring 1337.7387 (one thousand three hundred and thirty seven point seven three eight seven) decimal, more or less, equivalent to 810.7507 (eight hundred and ten point seven five zero seven) *cottah* and further equivalent to 54230.82 (fifty four thousand two hundred and thirty point eight two) square meter, more or less, 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"** ("**Larger Property**"). The Owners have purchased the Larger Property *vide* 148 numbers of separate Deeds of Sale i.e. (1) Deed of Sale dated

10.10.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 3100 to 3114, being Deed No. 190 for the year 2013 (2) Deed of Sale dated 08.11.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 3115 to 3130, being Deed No. 191 for the year 2013 (3) Deed of Sale dated 27.11.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 2726 to 2742, being Deed No. 192 for the year 2014 (4) Deed of Sale dated 03.12.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 3131 to 3144, being Deed No. 193 for the year 2013 (5) Deed of Sale dated 12.12.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 3145 to 3169, being Deed No. 195 for the year 2013 (6) Deed of Sale dated 03.12.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 3170 to 3183, being Deed No. 196 for the year 2013 (7) Deed of Sale dated 08.01.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 5220 to 5239, being Deed No. 358 for the year 2014 (8) Deed of Sale dated 08.01.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 5240 to 5255, being Deed No. 359 for the year 2014 (9) Deed of Sale dated 08.01.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 5256 to 5271, being Deed No. 360 for the year 2014 (10) Deed of Sale dated 08.01.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 5272 to 5287, being Deed No. 361 for the year 2014 (11) Deed of Sale dated 08.01.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 5288 to 5303, being Deed No. 362 for the year 2014 (12) Deed of Sale dated 08.01.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 5304 to 5319, being Deed No. 363 for the year 2014 (13) Deed of Sale dated 21.01.14, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 2, Pages 4845 to 4859, being Deed No. 833 for the year 2014 (14) Deed of Sale dated 15.12.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 5, Pages 3399 to 3419, being Deed No. 1923 for the year 2013 (15) Deed of Sale dated 15.12.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 5, Pages 3420 to 3439, being Deed No. 1924 for the year 2013 (16) Deed of Sale dated 15.12.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 5, Pages 3440 to 3460, being Deed No. 1925 for the year 2013 (17) Deed of Sale dated 22.01.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 5, Pages 3145 to 3162, being Deed No. 1927 for the year 2013 (18) Deed of Sale dated 22.01.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 5, Pages 3163 to 3180, being Deed No. 1928 for the year 2013 (19) Deed of Sale dated 22.01.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 5, Pages 3181 to 3198, being Deed No. 1929 for the year 2013 (20) Deed of Sale dated 22.01.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 5, Pages 3199 to 3216, being Deed No. 1930 for the year 2013 (21) Deed of Sale dated 22.01.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 5, Pages 3217 to 3234, being Deed No. 1931 for the year 2013 (22) Deed of Sale dated 01.03.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 1427 to 1450, being Deed No. 3151 for the year 2013 (23) Deed of Sale dated 01.03.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 1451 to 1474, being Deed No. 3152 for the year 2013 (24) Deed of Sale dated 01.03.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 1475 to 1498, being Deed No. 3153 for the year 2013 (25) Deed of Sale dated 01.03.2013, registered in the

Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 1499 to 1522, being Deed No. 3154 for the year 2013 (26) Deed of Sale dated 01.03.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 1523 to 1546, being Deed No. 3155 for the year 2013 (27) Deed of Sale dated 01.03.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 1547 to 1570, being Deed No. 3156 for the year 2013 (28) Deed of Sale dated 06.03.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 4161 to 4175, being Deed No. 3162 for the year 2014 (29) Deed of Sale dated 26.02.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 4176 to 4191, being Deed No. 3163 for the year 2014 (30) Deed of Sale dated 26.02.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 3840 to 3855, being Deed No. 3167 for the year 2014 (31) Deed of Sale dated 05.04.2013, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 9, Pages 155 to 167, being Deed No. 4314 for the year 2013 (32) Deed of Sale dated 08.05.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 10, Pages 785 to 803, being Deed No. 4835 for the year 2014 (33) Deed of Sale dated 08.05.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 10, Pages 804 to 822, being Deed No. 4836 for the year 2014 (34) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3767 to 3780, being Deed No. 5112 for the year 2012 (35) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3781 to 3794, being Deed No. 5113 for the year 2012 (36) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3795 to 3808, being Deed No. 5114 for the year 2012 (37) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3809 to 3832, being Deed No. 5115 for the year 2012 (38) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3833 to 3851, being Deed No. 5116 for the year 2012 (39) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3852 to 3866, being Deed No. 5117 for the year 2012 (40) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3867 to 3881, being Deed No. 5118 for the year 2012 (41) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3882 to 3895, being Deed No. 5119 for the year 2012 (42) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3896 to 3911, being Deed No. 5120 for the year 2012 (43) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3927 to 3941, being Deed No. 5122 for the year 2012 (44) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3942 to 3956, being Deed No. 5123 for the year 2012 (45) Deed of Sale dated 03.12.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 1664 to 1677, being Deed No. 5209 for the year 2013 (46) Deed of Sale dated 03.12.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 1678 to 1691, being Deed No. 5210 for the year 2013 (47) Deed of Sale dated 22.05.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 3528 to 3541, being Deed No. 5328 for the year 2013 (48) Deed of Sale dated 22.05.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 3542 to 3555, being Deed No. 5329 for the year 2013 (49) Deed

of Sale dated 22.05.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 3556 to 3569, being Deed No. 5330 for the year 2013(50) Deed of Sale dated 22.05.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 3570 to 3583, being Deed No. 5331 for the year 2013(51) Deed of Sale dated 22.05.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 3584 to 3597, being Deed No. 5332 for the year 2013(52) Deed of Sale dated 26.04.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 3598 to 3617, being Deed No. 5333 for the year 2013(53) Deed of Sale dated 26.04.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 3618 to 3637, being Deed No. 5334 for the year 2013(54) Deed of Sale dated 26.04.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 3638 to 3657, being Deed No. 5335 for the year 2013(55) Deed of Sale dated 18.04.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 5954 TO 5979, being Deed No. 5336 for the year 2013(56) Deed of Sale dated 18.04.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 5980 to 6005, being Deed No. 5337 for the year 2013(57) Deed of Sale dated 18.04.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 6006 to 6031, being Deed No. 5338 for the year 2013(58) Deed of Sale dated 18.04.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 6032 to 6057, being Deed No. 5339 for the year 2013(59) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 13, Pages 6865 to 6880, being Deed No. 6061 for the year 2012(60) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 134 to 148, being Deed No. 6259 for the year 2012(61) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 149 to 164, being Deed No. 6260 for the year 2012(62) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 165 to 181, being Deed No. 6261 for the year 2012(63) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 182 to 197, being Deed No. 6262 for the year 2012(64) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 198 to 214, being Deed No. 6263 for the year 2012(65) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 215 to 230, being Deed No. 6264 for the year 2012(66) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 231 to 247, being Deed No. 6265 for the year 2012(67) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 248 to 263, being Deed No. 6266 for the year 2012(68) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 264 to 279, being Deed No. 6267 for the year 2012(69) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 296 to 312, being Deed No. 6269 for the year 2012(70) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 313 to 327, being Deed No. 6271 for the year 2012(71) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 328 to 343, being Deed No. 6272 for the year 2012 (72) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 344 to 359, being Deed No. 6273 for the year 2012(73) Deed of Sale

dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 360 to 374, being Deed No. 6274 for the year 2012(74) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 375 to 391, being Deed No. 6275 for the year 2012(75) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 392 to 405, being Deed No. 6276 for the year 2012(76) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 406 to 420, being Deed No. 6277 for the year 2012(77) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 421 to 434, being Deed No. 6278 for the year 2012(78) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 435 to 450, being Deed No. 6279 for the year 2012(79) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 451 to 466, being Deed No. 6280 for the year 2012(80) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 694 to 708, being Deed No. 6296 for the year 2012(81) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 709 to 724, being Deed No. 6297 for the year 2012(82) Deed of Sale dated 02.07.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 18, Pages 3418 to 3432, being Deed No. 7501 for the year 2013 (83) Deed of Sale dated 02.07.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 18, Pages 3433 to 3447, being Deed No. 7502 for the year 2013(84) Deed of Sale dated 02.07.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 18, Pages 3448 to 3462, being Deed No. 7503 for the year 2013(85) Deed of Sale dated 24.07.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 24, Pages 2314 to 2332, being Deed No. 7504 for the year 2013(86) Deed of Sale dated 24.07.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 501, Pages 30 to 51, being Deed No. 7505 for the year 2013(87) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 23, Pages 4705 to 4718, being Deed No. 7567 for the year 2012(88) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 23, Pages 4719 to 4734, being Deed No. 7568 for the year 2012(89) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 23, Pages 4735 to 4751, being Deed No. 7569 for the year 2012(90) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 23, Pages 4752 to 4770, being Deed No. 7570 for the year 2012(91) Deed of Sale dated 05.08.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 19, Pages 2761 to 2775, being Deed No. 7898 for the year 2013(92) Deed of Sale dated 05.08.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 19, Pages 2776 to 2790, being Deed No. 7899 for the year 2013 (93) Deed of Sale dated 02.07.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 19, Pages 2791 to 2811, being Deed No. 7900 for the year 2013(94) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 22, Pages 2073 to 2092, being Deed No. 8024 for the year 2012(95) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 26, Pages 874 to 890, being Deed No. 8319 for the year 2012(96) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 26, Pages 891 to 908, being Deed No. 8320 for the year 2012(97) Deed of Sale dated 10.05.2012,

registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 26, Pages 982 to 996, being Deed No. 8326 for the year 2012(98) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 26, Pages 997 to 1015, being Deed No. 8328 for the year 2012(99) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 26, Pages 1073 to 1087, being Deed No. 8333 for the year 2012(100) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 26, Pages 2911 to 2928, being Deed No. 8453 for the year 2012(101) Deed of Sale dated 07.10.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 21, Pages 2089 to 2106, being Deed No. 9148 for the year 2013(102) Deed of Sale dated 07.10.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 21, Pages 2107 to 2124, being Deed No. 9149 for the year 2013(103) Deed of Sale dated 07.10.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 21, Pages 2125 to 2142, being Deed No. 9150 for the year 2013(104) Deed of Sale dated 18.09.14, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 23, Pages 2711 to 2726, being Deed No. 9285 for the year 2014(105) Deed of Sale dated 18.09.14, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 23, Pages 2727 to 2742, being Deed No. 9286 for the year 2014(106) Deed of Sale dated 18.09.13, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 18, Pages 7238 to 7252, being Deed No. 9555 for the year 2013(107) Deed of Sale dated 18.09.13, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 18, Pages 7253 to 7270, being Deed No. 9556 for the year 2013(108) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 21, Pages 2983 to 3002, being Deed No. 10118 for the year 2012(109) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 21, Pages 2960 to 2974, being Deed No. 10119 for the year 2012(110) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 21, Pages 3003 to 3021, being Deed No. 10120 for the year 2012(111) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 21, Pages 3022 to 3036, being Deed No. 10121 for the year 2012(112) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 21, Pages 3037 to 3050, being Deed No. 10122 for the year 2012(113) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 21, Pages 3051 to 3065, being Deed No. 10123 for the year 2012(114) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 21, Pages 3066 to 3085, being Deed No. 10124 for the year 2012(115) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 21, Pages 3086 to 3109, being Deed No. 10125 for the year 2012(116) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 32, Pages 101 to 115, being Deed No. 10166 for the year 2012(117) Deed of Sale dated 13.09.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 22, Pages 167 to 183, being Deed No. 10539 for the year 2012(118) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 22, Pages 184 to 200, being Deed No. 10540 for the year 2012(119) Deed of Sale dated 13.09.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 22, Pages 201 to 216, being Deed No. 10541 for the year 2012(120) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 22, Pages 217 to 236, being Deed No. 10542 for the year

2012(121) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 22, Pages 2556 to 2574, being Deed No. 10652 for the year 2012(122) Deed of Sale dated 01.11.13, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 20, Pages 11306 to 11319, being Deed No. 10792 for the year 2013(123) Deed of Sale dated 01.11.13, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 20, Pages 11320 to 11333, being Deed No. 10793 for the year 2013(124) Deed of Sale dated 01.11.13, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 20, Pages 11334 to 11347, being Deed No. 10794 for the year 2013(125) Deed of Sale dated 22.11.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 22, Pages 9150 to 9165, being Deed No. 10916 for the year 2012(126) Deed of Sale dated 02.06.15, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 34855 to 34872, being Deed No. 161105584 for the year 2015(127) Deed of Sale dated 02.06.15, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 34873 to 34890, being Deed No. 161105585 for the year 2015(128) Deed of Sale dated 31.07.17, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 99433-99457, being Deed No. 161105977 for the year 2017(129) Deed of Sale dated 31.07.17, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 99458-99481, being Deed No. 161105978 for the year 2017(130) Deed of Sale dated 31.07.17, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 99482-99505, being Deed No. 161105979 for the year 2017(131) Deed of Sale dated 31.07.17, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 99506-99530, being Deed No. 161105980 for the year 2017(132) Deed of Sale dated 31.07.17, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 99531-99555, being Deed No. 161105981 for the year 2017(133) Deed of Sale dated 31.07.17, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 99556-99580, being Deed No. 161105982 for the year 2017(134) Deed of Sale dated 22.05.15, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 42858 to 42882, being Deed No. 161106066 for the year 2015(135) Deed of Sale dated 22.05.15, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 42936 to 42960, being Deed No. 161106068 for the year 2015(136) Deed of Sale dated 31.07.17, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 105066-105088, being Deed No. 161106296 for the year 2017(137) Deed of Sale dated 18.09.15, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 81250 to 81268, being Deed No. 161108227 for the year 2015(138) Deed of Sale dated 18.09.15, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 81269 to 81287, being Deed No. 161108228 for the year 2015(139) Deed of Sale dated 18.09.15, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 81288 to 81309, being Deed No. 161108229 for the year 2015(140) Deed of Sale dated 18.09.15, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 81310 to 81328, being Deed No. 161108230 for the year 2015(141) Deed of Sale dated 22.12.15, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2015, Pages 6343-6367, being Deed No. 190100085 for the year 2016(142) Deed of Sale dated 22.12.15, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2015, Pages 9388-9411, being Deed No.

190100186 for the year 2016(143) Deed of Sale dated 19.05.15, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2015, Pages 3701 to 3725, being Deed No. 190104185 for the year 2015 (144) Deed of Sale dated 19.05.15, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2015, Pages 3799 to 3823, being Deed No. 190104186 for the year 2015(145) Deed of Sale dated 07.11.17, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2015, Pages 240153-240175, being Deed No. 190107132 for the year 2017(146) Deed of Sale dated 24.11.15, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2015, Pages 168032-168054, being Deed No. 190109251 for the year 2015(147) Deed of Sale dated 24.11.15, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2015, Pages 168055-168078, being Deed No. 190109252 for the year 2015(148) Deed of Sale dated 22.12.15, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2015, Pages 196324-196357, being Deed No. 190110134 for the year 2015 (149) Deed of Exchange dated 07.05.19, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2019, Pages 144932-144964, being Deed No. 190102968 for the year 2019 **and** (150) Deed of Sale dated 13.08.19, registered in the Office of the ARA-IV, Kolkata, in Book I, Volume No. 1904-2019, Pages 370905-370938, being Deed No. 190408135 for the year 2019.

For the purposes of developing the Real Estate Project/Project (defined in Clause B below) on the Project Property [defined in Clause I (i) below], the Owners and the Promoter have entered into a Second Supplemental Development Agreement dated 2nd December, 2019, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2019, Pages 531576-531612, being Deed No. 190410995 for the year 2019 (“**Second Supplemental Development Agreement**”).

- B. The Larger Property is earmarked for the purpose of building a residential and/or residential cum commercial project *inter-alia* comprising of multi-storied buildings, bungalows, villas, row houses, plots, car parking spaces and/or any other permissible developments in the Said Complex and the said project shall be known as Siddha Suburbia ("**Said Complex**"). The development of the Said Complex known as '**Siddha Suburbia**' *inter alia* consisting (I) **Block/Building Nos. 1A** (namely Camelia), **1B** (namely Dahlia), **1C** (namely Euphoria), **1E** (namely Florencia), **1F** (namely Gardenia), **1G** (namely Helonia), **1H** (namely Ambrosia) and **1J** (namely Begonia), *inter-alia* comprising of 8 (eight) Ground+ 14 (G+14) storied residential buildings, being constructed on the First Property, (II) **Block/Building No.1D**, *inter-alia* comprising of 1 (one) Basement +Ground + 7 (B+G+7) storied building for Multi-level Car Parking (**MLCP**), being constructed on the First Property (III) **Block/Building No. 2**, *inter-alia* comprising of 1 (one) Ground + 3 (G+3) storied building for Club, being constructed on the First Property and (IV) Rooftop Sky Walk over the 8 (eight) (G+14) storied of the residential blocks/buildings (as mentioned above), being constructed on the First Property, all the aforesaid development/constructions mentioned in (I) to (IV) above being developed as **Phase I** of the Said Complex/Whole Project (hereinafter called "**Phase I**") and the said Phase I has been

registered as a real estate project before the West Bengal Housing Industry Regulatory Authority at Kolkata under Registration No. HIRA/P/SOU/2018/000119; and (V) blocks of Residential Bungalows to be constructed on the Project Property [defined in Clause I (i) below] *inter-alia* consisting of Block Nos. 1 to 7, being developed as Siddha Suburbia Bungalows **Phase II** of the Said Complex and (VI) Future Blocks/Buildings/Developments, which may at the sole discretion of the Promoter, *inter-alia* comprise of residential/residential-cum-commercial/commercial multi-storied buildings/blocks, bungalows, villas, row houses, plots, car parking spaces and/or other permissible developments, to be constructed/developed by the Promoter on the balance portion of the Larger Property (i.e. the Larger Property after excluding the lands parcels being developed as **Phase I and Phase II** of the Said Complex/Whole Project) (hereinafter collectively called **Future Development**), which shall be developed by the Promoter at its sole discretion, out of which the blocks of Residential Bungalows to be constructed on the Project Property [as defined in Clause I (i) below] *inter-alia* consisting of Block Nos. 1 to 7, are presently being developed as a phase (**Phase II**) of the Whole Project (as defined in Recital I (iii) 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 Housing Industry 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 Project Property [defined in Clause I (i) below] and the Promoter’s right and entitlement to develop the Project Property [defined in Clause I (i) below] as well as the Phase II of the Said Complex have been completed.
- D. The Owners have duly intimated “The Executive Officer, Baruipur Panchayet Samity, Baruipur, South 24 Parganas about commencement of construction of the Project vide its letter dated 25th November, 2019.
- E. The Promoter has obtained the layout plan, sanctioned plan (bearing Sanction Plan No. 479/BPS/2019 dated on 21.11.2019), specifications and approvals for the Real Estate Project, which is presently being developed as a phase (Phase II) of the Whole Project (defined in Recital I (iii) 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 Real Estate Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on 23-12-2019 under Registration No. HIRA/P/SOU/2019/000743.
- G. The Allottees applied for a Residential Bungalow in the Project vide application no. _____ dated _____, _____, and have been allotted the ground plus one storied Residential Bungalow No. _____, having carpet area of _____

() square feet, more or less, with attached balcony measuring () square feet on the First Floor, more or less and the said bungalow with attached balcony collectively having built-up area of (), more or less [the total built-up area comprising of () square feet, on the Ground Floor, () square feet, on the First Floor and () square feet on the Roof] **along with** exclusive right to use the Front Yard area admeasuring () square feet, more or less [which includes () open car parking area measuring () square feet] and Backyard area admeasuring () square feet, more or less appertaining to the aforesaid bungalow, being more particularly described in **Schedule B** below and the layout of the bungalow is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure “2” (“Said Bungalow”)** in Bungalow Block No. () **(“Said Block”)** **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 **Schedule E** below (**“Common Areas”**) and also **together with** undivided and impartible share in the land underneath the Said Bungalow (**Land Share**). The Said Bungalow, the Share In Common Areas and Land Share, collectively described in **Schedule B** below (collectively **“Said Bungalow 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) Residential Bungalows *inter-alia* consisting of Block Nos. 1 to 7, 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 **Blue** colour boundary line on the **Plan** annexed and marked as **Annexure “1”** hereto and more particularly described in **Schedule A-2** below (**“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 is undertaking the development of the Larger Property in a phase-wise manner as mentioned in this Recital I (the phase-wise development of the entirety of the Larger Property as envisaged in this Recital I 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 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 bungalows 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 HGP 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 bungalows 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 bungalows and to the exclusion of other allottee/s in the Real Estate Project (“**Limited Areas And Facilities**”). 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/s on a non-exclusive basis are listed in **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 **Schedule F** hereunder written. The Allottees agree and accept that the Whole Project Included Amenities may not be provided simultaneously/contemporaneously with offering of possession of the Said Bungalow and might be provided only after completion of the Whole Project. The Allottees agree and accept that it shall not be obligatory for the Promoter to complete the Whole Project Included Amenities (as listed in the **Schedule F** below) in all respects prior to handing over of possession of the Said Bungalow 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.

(xii) The Promoter shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the HGP and all other concerned authorities, and construct additional built-up area – (i) by way of additional bungalows on the Project Property; and/or (ii) additional buildings/structures on any part of the remaining portion of the Larger Property. For the purpose aforesaid, the Promoter will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Block without however, adversely affecting the Said Bungalow agreed to be sold hereunder, and to carry out construction work accordingly. The Allottees hereby irrevocably agree and give his/her/their/its express consent to the Promoter for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Block for the aforesaid purpose and to put up construction accordingly, so long as the total area of the Said Bungalow and the specifications, amenities, fixtures and fittings thereof are not reduced. This consent shall be considered to be the Allottees’ consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Allottees shall not raise any objection or cause any hindrance in the said development/construction by the Promoter whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Bungalow or any other part of the Said Block being affected by such construction. The Allottees hereby agree to give all facilities and co-operation as the Promoter may require from time to time, both prior to and after taking possession of the Said Bungalow, so as to enable the Promoter to complete the development smoothly and in the manner determined by the Promoter. It is expressly agreed by the Parties that the Promoter will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit the additional bungalows/structures that may be constructed by the Promoter as aforesaid.

(xii) The Allottees agree and acknowledge that the sample bungalow (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 bungalow and the Promoter is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample bungalow, other than as expressly agreed by the Promoter under this Agreement. The height of the Said Bungalow shall be in accordance to the sanctioned plan and the same may differ from the height of the sample bungalow constructed by the Promoter.

- 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 Bungalow And Appurtenances, being collectively described in **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 Bungalow And Appurtenances, described in **Schedule B** below.
- 1.2 The Total Price payable for the Said Bungalow 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 Bungalow And Appurtenances.
- (ii) In addition to the Total Price, the Allottees shall also bear and pay the taxes (consisting of tax paid or payable by way of GST, Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the Said Bungalow And Appurtenances and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the Said Bungalow And Appurtenances, shall be borne and paid by the Allottees alone and the Promoter shall not be liable to bear or pay the same or any part thereof. It is further clarified that the price of the Said Bungalow And Appurtenances has been arrived after adjusting the GST input credit to be passed on the Allottees and Allottees shall not claim demand or dispute the same.

Notwithstanding anything mentioned hereinabove, it is clarified that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Real Estate Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Real Estate Project by the Authority, as per the Act, the same shall not be charged from the Allottees.

- (iii) The Promoter shall periodically intimate in writing to the Allottees, the amount payable as stated in **Schedule C** below and the Allottees shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottees the detail of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
 - (iv) The Total Price of the Said Bungalow And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Bungalow and the Project but excludes Taxes and maintenance charges.
- 1.3 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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority as per the Act, the same shall not be charged from the Allottees.
- 1.4 The Allottees shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.5 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.
- 1.6 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 **Schedule 'D'** and **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 Bungalow, 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.

- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottees after the construction of the Said Block 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 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, which is not more than three percent of the carpet area of the bungalow allotted to the Allottees, the Promoter shall demand additional amount from the Allottees toward the Total Price, which shall be payable by the Allottees prior to taking possession of the Said Bungalow. It is clarified that the payments to be made by the Promoter/Allottees, as the case may be, under this Clause 1.7, shall be made at the same rate per square feet as agreed in Clause 1.2 above.
- 1.8 Subject to Clause 9.3 of this Agreement, the Promoter agrees and acknowledges that the Allottees shall have the following rights to the Said Bungalow And Appurtenances:
- (i) The Allottees shall have exclusive ownership of the Said Bungalow.
 - (ii) The Allottees shall also have undivided proportionate share in the Common Areas of the Real Estate Project (described in **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. It is clarified that the Promoter shall hand over the Common Areas of the Real Estate Project (described in **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 Bungalow And Appurtenances includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Bungalow and the Project but excludes Taxes and maintenance charges.
 - (iv) The Allottees have the right to visit the Real Estate Project site to assess the extent of development of the Project and his bungalow, subject to prior consent of the Project engineer and complying with all safety measures while visiting the site.

- 1.9 It is made clear by the Promoter and the Allottees agree that the Bungalow shall be treated as a single indivisible unit for all purposes. Save and except the scheme of development as mentioned in Recital I (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 **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.
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the bungalow 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 bungalow 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.
- 1.11 The Allottees have paid a sum equivalent to 9.5% (nine point five percent) of the total price as booking amount being part payment towards the Total Price of the Said Bungalow 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 Bungalow And Appurtenances as prescribed in the Payment Plan [specified in **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/wire transfer/RTGS/NEFT or online payment (as applicable) drawn in favour of/to the account of the Promoter payable at Kolkata.
- 2.2 The Promoter shall be entitled to securities the Total Price and other amounts payable by the Allottees under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be

entitled to transfer and assign to any persons the right to directly receive the Total Price and other amounts payable by the Allottees under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottees shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

- 2.3 In the event of the Allottees obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottees and the Bank/ financial institution **SUBJECT HOWEVER** that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottees from such bank/ financial institution.
- 2.4 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. The Promoter demonstrating dispatch of such intimation to the address of the Allottees as stated at Clause 29 (*Notice*) including by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Allottees, and non-receipt thereof by the Allottees shall not be a plea or an excuse for non-payment of any amount or amounts.
- 2.5 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 bungalow 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 authorize 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 Bungalow And Appurtenances, if any, in his/her name and the Allottees undertake not to object/demand/direct the Promoter to adjust his/her payments in any other manner.

5. TIME IS ESSENCE:

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 Bungalow to the Allottees and the Common Areas of the Real Estate Project (described in Schedule E below) to the association of allottees, upon its formation and registration.

6. CONSTRUCTION OF THE PROJECT/ BUNGALOW AND COMMON AREAS FACILITIES & AMENITIES:

- 6.1 The Allottees have seen the proposed layout plan, specifications, amenities and facilities of the Said Bungalow 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. 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 **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 I hereinabove:-
- 6.2.1 The Larger Property is being developed in a phase-wise manner by constructing and developing multiple buildings/bungalows/structures thereon including the Real Estate Project and the Other Residential Component and the Non-Residential Component as may be permissible in the manner more particularly detailed at Recitals I 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 Bungalow 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 bungalow in the Said Block 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 bungalow in the Real Estate Project including the Allottees 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 bungalows in the Real Estate Project shall object to the Promoter laying through or under or over the land described in **Schedule A-1** and **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 blocks/buildings/structures 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 **Schedule E** below) and the Whole Project Included Amenities (specified in **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 and the Non-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 and the Non-

Residential Component and shall not be available to the Allottees or any other allottees/occupants of 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 Bungalow And Appurtenances and/or the Said Block and/or the Real Estate Project and/or the Other Residential Component/the Non-Residential Component and/or the Whole Project and/or the Project Property and/or the Larger Property.

7. POSSESSION OF THE BUNGALOW:

- 7.1. **Schedule for possession of the Said Bungalow** - The Promoter agrees and understands that timely delivery of possession of the Said Bungalow 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 assures to hand over possession of the Said Bungalow along with ready and complete Common Areas of the Real Estate Project (as specified in **Schedule E** below) with all specifications (as provided in **Schedule D** below) in place on **November, 2024 ("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 Bungalow. 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. The Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. 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 Bungalow is made ready prior to the Completion Date, the Allottees undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly 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, under the provisions of the applicable laws, the Common Areas and all deposits relating thereto and/or the common area with in the MLCP and/or the land comprised in the Project Property and/or Larger Property or any part thereof are required and to be transferred to the association of allottees, then the Promoter and/or the Owners, as per their respective entitlements, shall be entitled to do so and the Allottees shall do all acts, deeds and things and signs, executes and delivers all papers documents etc., as be required therefor and if any stamp duty, registration fee, legal fees, other expenses, etc., is 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 from the competent authority shall offer in writing the possession of the Said Bungalow, to the Allottees in terms of this Agreement to be taken within two months from the date of issue of completion certificate 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, after taking possession, agree(s) to pay the maintenance charges (as provided on Schedule H below) as determined by the Promoter/association of allottees, as the case may be from the date of the issuance of the completion certificate for the Project. The promoter shall hand over the photocopy of completion certificate of the Project to the allottee at the time of conveyance of the same.
- 7.3. **Failure of Allottees to take Possession of Bungalow** - Upon receiving a written intimation from the Promoter as mentioned in Clause 7.2 above, the Allottees shall take possession of the Said Bungalow 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 Bungalow to the Allottees. In case the Allottees fail to take possession within the time provided in Clause 7.2 above, such Allottees shall continue to be liable to pay interest on amount due and payable in terms of this Agreement, maintenance charges, municipal tax and other outgoings and further holding charges, being equivalent to 2 (two) times the maintenance charges, for the period of delay after the lapse of 6 (six) months from the date of issuance of possession notice of the Said Bungalow shall become applicable.
- 7.4. **Possession by the Allottees**- After obtaining the completion certificate and handing over physical possession of the bungalows 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 Schedule E below), to the association of allottees, upon its formation and registration;

Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including Common Areas of the Real Estate Project (as specified in Schedule E below) to the association of allottees within thirty days after formation and registration of the association of allottees.

- 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 Allottees propose to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the entirety of the booking amount paid for the allotment i.e. a sum equivalent to 9.5% (nine point five percent) of the Total Price. Upon registration of the deed of cancellation in respect of the Said Bungalow and Appurtenances and upon resale of the Said Bungalow and Appurtenances i.e. upon the Promoter subsequently selling and transferring the Said Bungalow and Appurtenances to another allottee and receipt of the sale price thereon, the Promoter shall after adjusting the booking amount, refund to the Allottees, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. Further in case of a falling market the amount refundable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Bungalow to another allottee and the purchase price of the Allottees, if the current sale price is less than the purchase price. The Allottees shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

Upon the termination of this Agreement, the Allottees shall have no claim of any nature whatsoever on the Promoter and/or the Said Bungalow And Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Bungalow 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 Said Bungalow is being constructed, 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 Bungalow (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 wish 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 Bungalow, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the 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 Bungalow which shall be paid by the Promoter to the Allottees within forty- five days of it becoming due.

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 A 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 A 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 Bungalow 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 Bungalow, the Said Block 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 Bungalow 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 Bungalow 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 Bungalow 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 Said Bungalow is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Bungalow;
- (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 Bungalow 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.

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 Said Bungalow to the Allottees within the time period specified in Clause 7.1 or fails to complete the Real Estate Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Bungalow shall be in a habitable condition which is complete in all respects including the provision of all specifications as specified in Schedule D of this Agreement, and for which completion certificate, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2. In case of Default by Promoter under the conditions listed above, Allottees are entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottees stop 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 bungalow, along with interest at the rate prescribed 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 Bungalow 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 prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Bungalow, which shall be paid by the Promoter to the Allottees within forty-five days of it becoming due.

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 to 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 prescribed in the Rules;
- (ii) In case of Default by Allottees under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter, upon 30 (thirty) days written notice, may cancel the allotment of the Bungalow in favour of the Allottees and forfeit the entirety of the booking amount paid for the allotment. Upon registration of the deed of cancellation in respect of the Said Bungalow and Appurtenances and upon resale of the Said Bungalow and Appurtenances i.e. upon the Promoter subsequently selling and transferring the Said Bungalow and Appurtenances to another allottee and receipt of the sale price thereon, the Promoter shall after adjusting the booking amount, refund to the Allottees, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. 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 Bungalow and Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Bungalow and Appurtenances in the manner it deems fit and proper.

10. CONVEYANCE OF THE SAID BUNGALOW:

The Promoter, on receipt of Total Price of the Said Bungalow and Appurtenances (as provided in **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 Bungalow 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 within the period mentioned in the notice, the Allottees authorize the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and the Allottees shall be bound by its obligations as more fully mentioned in Clause 7.3 of this

Agreement.

11. MAINTENANCE OF THE SAID BLOCK /BUNGALOW /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 **Schedule H** below (“**Common Expenses/Maintenance Charges**”). In addition to the aforesaid Common Expenses/Maintenance Charges, the Allottees shall solely be responsible for the upkeep and maintenance of the Front yard (including the parking area), Backyard and the roof of the Said Bungalow and the overhead tank, and shall bear and pay all costs and expenses in connection therewith.

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 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 Bungalow 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 TO ENTER THE BUNGALOW 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 Bungalow 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.

14. 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.

15. GENERAL COMPLIANCE WITH RESPECT TO THE BUNGALOW/PROJECT

- 15.1. Subject to Clause 12 above, the Allottees shall, after taking possession, be solely responsible to maintain the Said Bungalow 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 Block, or the Said Bungalow, 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 Bungalow and keep the Said Bungalow, 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 Block is not in any way damaged or jeopardized.
- 15.2. 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 Block or anywhere on the exterior of the Project, bungalow 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 Bungalow or place any heavy material in the common areas of the Said Block. The Allottees shall also not remove any wall including the outer and load bearing wall of the Said Bungalow.
- 15.3. 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.

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

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

The Parties are entering into this Agreement for the allotment of the Bungalow with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. 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.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Bungalow 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 have taken or agreed to take such Bungalow.

19. 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.

20. 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 Allottees in connection

therewith including the booking amount shall be returned to the Allottees without any interest or compensation whatsoever.

21. 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 bungalow, as the case may be.

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEE:

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottees are not making payments as per the Payment Plan [Annexure 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 Allottees shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.
- 24.2. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. 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.

26. 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 Bungalow bears to the total carpet area of all the Bungalows in the Project.

27. 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.

28. 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, after the Agreement is duly executed by the Allottees and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the **ARA __, Kolkata**. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. 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.

30. 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 to consider as properly served on all the Allottees.

31. SAVINGS:

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the bungalow, prior to the execution and registration of this Agreement for Sale for such bungalow, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder; **provided however that the aforesaid provisions mentioned in this Clause shall not impact and/or invalidate any correspondence or agreement made contemporaneously or hereafter between the Parties and such correspondence/agreement made shall be binding on the Parties.**

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 under the Arbitration and Conciliation Act, 1996.

SCHEDULE 'A-1'**(Larger Property)**

(1) Land measuring 380.1992 (three hundred and eighty point one nine nine two) decimal, more or less, comprised in R.S./L.R. Dag Nos. 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 34 and 40 recorded in L.R. Khatian Nos. 1836, 1837, 1838, 1839, 1840, 1841, 1841/1, 1852 and 1949, at Mouza Khasmallick, J.L. No. 35, Police Station Baruipur, PIN 700144, within the jurisdiction of Hariharpur Gram Panchayet, Sub-Registration District Baruipur, District South 24 Parganas and (2) land measuring 957.5395 (nine hundred and fifty seven point five three nine five) decimal, more or less, comprised in R.S./L.R. Dag Nos. 15, 16, 28, 29, 30, 31, 32, 33, 34, 35, 36, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 52, 53, 66, 67, 68, 69, 70, 71, 72, 73, 78, 79, 85, 86, 87, 88, 89, 90, 92, 93, 95, 96 & 45/935, recorded in L.R. Khatian Nos. 3721, 3722, 3723, 3724, 3725, 3726, 3727, 4149 and 4150, at Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, PIN 700144, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas. The total measurement of the Larger Property is 1337.7387 (one thousand three hundred and thirty seven point seven three eight seven) decimal and delineated the **Plan** annexed hereto and marked as **Annexure "1"** and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : RS/LR Dag No. 20, 19, 18, 17 of Mouza Hariharpur -
On the East : RS/LR Dag No. 13, 15(P), 47 (P), 48, N.S.C Road, 50(P), 53(P), 54, 55, 56, 65, 69, 91, 61, 94, 96/975, 96/974, 96/973, 96/972, 97 of Mouza Hariharpur and RS/LR Dag nos. 41, 39 of Mouza Khasmallick,
On the South : RS/LR Dag No. 37, 36, 35 of Mouza Khasmallick
On the West : RS/LR Dag No 32, 33, 24, 18(P), 1 of Mouza Khasmallick - and RS/LR Dag Nos. 84, 40, 38, 37, 23, 27 of Mouza Hariharpur -& E.M. Bypass.

SCHEDULE 'A-2'**(Project Property)**

Land measuring 206. 0690 (two hundred and six point zero six nine zero) decimal, more or less, equivalent to 124.8903 (one hundred and twenty four point eight nine zero three) cotta, equivalent to 8338.958 (eight thousand three hundred and thirty eight point nine five eight) square meter, more or less, comprised in R.S./L.R. Dag Nos. 15, 28, 29, 30, 31, 32, 33, 34, 35, 36, 44, 45/935, 45, 46, 47, 48, 49 and 53 recorded in L.R. Khatian Nos. 3721, 3722, 3723, 3724, 3725, 3726, 3727, 4149 and 4150, Mouza Hariharpur, J.L. No. 11, Police Station Baruipur, PIN-700144, within the jurisdiction of Hariharpur Gram Panchayet, Sub-Registration District Baruipur, District South 24 Parganas and delineated on the **Plan** annexed hereto and bordered in colour **Blue** thereon and marked as **Annexure "1"**.

SCHEDULE 'B'
(Said Bungalow And Appurtenances)

(a) **The Said Bungalow**, being the ground plus one storied Residential Bungalow No. _____, having carpet area of _____ (_____) square feet, more or less, with attached balcony measuring _____ (_____) square feet on the First Floor, more or less and the said bungalow with attached balcony collectively having built-up area of _____ (_____), more or less, [the total built-up area comprising of _____ (_____) square feet, on the Ground Floor, _____ (_____) square feet, on the First Floor, and _____ (_____) square feet, on the Roof] **along with** exclusive right to use the Front Yard area admeasuring _____ (_____) square feet [which includes _____ (_____) open car parking area measuring _____ (_____) square feet] and Backyard area admeasuring _____ (_____) square feet, appertaining to the aforesaid bungalow being comprised in Bungalow Block No. _____, which is part of the Project Property described in **Schedule A-2** above. The layout of the Said Bungalow is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2"**;

(b) **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 Bungalow, subject to the terms and conditions of this Agreement; **and**

(c) The Land Share, being undivided and impartible share in the land underneath the Said Bungalow.

SCHEDULE 'C'

The Total Price payable for the Said Bungalow and Appurtenances is Rs. _____/- (Rupees _____).

Payment Plan

PAYMENT SCHEDULE	
On Application	Rs. 1,00,000/- + GST
On Allotment of Said Bungalow	9.5% of total consideration + GST (less Application amount)
On execution of Agreement for sale	10.5% of total consideration + GST + 50% Legal Fees
On Commencement of Foundation of Said Bungalow	10% of total consideration + GST
On completion of Gr. Floor slab of Said Bungalow	10% of total consideration + GST

On completion of 1 st Floor slab of Said Bungalow	10% of total consideration + GST
On completion of roof casting of Said Bungalow	10% of total consideration + GST
On completion of brickwork of Said Bungalow	10% of total consideration + GST
On completion of flooring of Said Bungalow	10% of total consideration + GST
On completion of finishing work of Said Bungalow (# It includes internal civil work and external paint only)	10% of total consideration + GST
On offer of possession of Said Bungalow	10% of total consideration + GST + 50% Legal Fees + All extra charges with GST

In addition to the Total Price, the Allottees shall also pay to the Promoter, as and when demanded, the amounts mentioned in the table below (collectively **Extras**), proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon, towards:

Electricity: obtaining HT/LT electricity supply from the supply agency, which is Rs. 1,50,000/- for the Said Bungalow, to the Promoter.	
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.	
Generator: stand-by power supply to the Said Bungalow from diesel generators, @ Rs.25,000/- (Rupees twenty five thousand) per 1 (one) KVA, to the Promoter	
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 Bungalow And Appurtenances or its transfer in terms hereof, proportionately, to the Promoter.	
Legal Fees, Stamp Duty and Registration Costs: 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 the Date of possession notice. Stamp duty, registration fees, fixed miscellaneous expenses of Rs.5,000/- (Rupees five thousand) 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.	
Maintenance Charges for Common Areas: the proposed monthly maintenance charge will be fixed prior to issuance of Possession Notice. Common Area Maintenance (CAM) deposit @ Rs. 31/- (Rupees thirty one) per square feet on carpet area of the Said Bungalow.	
Miscellaneous Charges of Rs.5,000/- (Rupees five thousand) for the Said Bungalow.	

SCHEDULE 'D'
Specifications
(Which Are Part Of the Said Bungalow)

Sl. No.	Descriptions	Material Name
1.	Master Bed Room (Mbr), Other Bed Room & Living Room	Vitrified Tiles
2.	Bathroom	Ceramic Tiles
3.	Balcony	Vitrified Tiles
4.	Stair	Vitrified Tiles
5.	Roof	Heat Reflecting Tiles
6.	Kitchen	Floor- Anti Skid Ceramic Tiles. Dado- Ceramic Tiles upto 2 (two) feet. Platform - Granite Stone
7.	Sanitary Ware	Chromium Plated Fittings, with High Quality Porcelain Fixtures
8.	Electrical Fittings	Superior Quality Concealed Copper (Fire Resistance Low Smoke) Wiring. Modular Switches and Miniature Circuit Breakers.
9.	Interior	Putty finish.
10.	Exterior	Weatherproof Exterior Finish
11.	Railings	MS Railing with Anti-corrosion paint.
12.	Intercom	
13.	Cable TV	
14.	Broadband Point	

SCHEDULE 'E'

(Common Areas Of the Real Estate Project)
(Which Are Part Of the Real Estate Project)

- Water supply pipeline in the Said Block (save those inside any bungalow)
- Drainage and sewage pipeline in the Said Block (save those inside any Bungalow)
- External walls of the Said Block
- Wiring, fittings and accessories for lighting of common areas of the Said Block
- Intercom Network in the Said Block
- Network of Cable TV/DTH in the Said Block, if any

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 Allottee/s on a non-exclusive basis along with allottee/s/occupants in the Whole Project)

Sr. 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.	Sky Walk and all areas/spaces for convenient access to the Sky Walk
5.	All other common 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 Schedule E above) and Specifications (described in Schedule D above) and all other ancillary matters, are entering into this Agreement. The Allottees have examined and are acquainted with the Said Complex and has agreed that the Allottees shall neither have nor shall claim any right over any portion of the Said Complex and/or the Larger Property and/or the Whole Project **save and except** the Said Bungalow 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 Areas 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 HGP Tax, surcharge, levies, cess etc. (collectively "**Rates & Taxes**") (proportionately for the Said Complex and wholly for the Said Bungalow And Appurtenances and until the Said Bungalow 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 admit and accept 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 @ 12% (twelve percent) per annum 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 Bungalow And Appurtenances for all amounts due and payable by the Allottees to the Promoter **provided however** if the Said Bungalow 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 make other constructions 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 Allottee:** 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. **Variable Share In Common Areas:** The Allottees fully comprehend and accept that (1) the Share In Common Areas is a notional proportion that the Said Bungalow bears to the currently proposed area of the Said Block/Real Estate Project (2) if the area of the Said Block/ Real Estate Project is recomputed by the Promoter, then the Share In Common Areas shall vary accordingly and proportionately and the Allottees shall not question any variation (including diminution) therein (3) the Allottees shall not demand any refund of the Total Price paid by the Allottees on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas

are not divisible and partible and the Allottees shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

11. Allottees to Participate in Formation of Association and Apex Body: The Allottees admit and accept that the Allottees and other intending allottees/owners of bungalows/apartments/other developments comprised 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 bungalow/building/s in the Other Residential Component/Non-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 (including but not limited to the association formation expenses) 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 bungalow owner will be entitled to cast a vote irrespective of his/her/its size of Bungalow. The Allottees further admit and accept that the Allottees shall ensure and not object to the Association joining the Apex Body or in case of a single association being formed for the entirety of the Said Complex, joining such association without raising any objection.

12. Obligations of Allottees: The Allottees shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Block, 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 Block, 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 Bungalow 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 Bungalow only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other bungalow 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 Block, the Project Property, and outside walls of the Said Block **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 Bungalow for residential purpose only. Under no circumstances shall the Allottees use or allow the Said Bungalow to be used for commercial, industrial or other non-residential purposes. The Promoter shall also not use or allow the Said Bungalow 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 Bungalow and the Said Block and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Bungalow. In the event the Allottees make 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:** The Allottees shall not install any dish-antenna on the balcony and/or windows of the Said Block/Said Bungalow and/or on any external part of the Said Block 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 Bungalow. 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 Bungalow/Said Block 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 Bungalow. 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. Save and except as permitted by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in writing, not alter, modify or in any manner change the structure or any civil construction in the Said Bungalow And Appurtenances or the Common Areas or the Said Block. Further, the Allottees shall not make any additional construction to cover the balcony of the Said Bungalow. Furthermore and save and except as permitted by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in writing, the Allottees shall not alter, modify or in any manner change the structure or any civil construction in the Said Bungalow And Appurtenances or the Common Areas or the Said Block. Further, the Allottees shall not make any additional construction to cover the balcony of the Said Bungalow.

- (h) **No Sub-Division:** not sub-divide the Said Bungalow And Appurtenances and the Common Areas, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the names of the Said Block 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 Bungalow 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 Bungalow or the Common Areas 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 Project/Said Block 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 Block and/or the Said Complex/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Block /Said Complex/Whole Project/Project Property (excepting the Said Bungalow).
- (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 Bungalow.
- (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 Bungalow, or the Common Areas.
- (r) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Bungalow.

- (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 Bungalow /Said Block /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 Bungalow.
 - (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 Bungalow and.
 - (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 Bungalow.
 - (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 exterior portions of the Said Bungalow.
 - (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 Bungalow 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 Bungalow and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Bungalow 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.
- 12.1 **Notification Regarding Letting/Transfer:** If the Allottees let out or sell the Said Bungalow 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 Bungalow 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.
- 12.2 **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.

12.3 **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.

12.4 **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, and decide hoarding/board sites

13. **Said Club:**

13.1 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.

13.2 **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 Bungalow And Appurtenances in terms of this Agreement.

13.3 **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 bungalow/apartment is entitled to 1 (one) membership, irrespective of the number of owners of such bungalow (3) the membership is open only to individuals (i.e. no corporate membership) and if the Allottees are a body corporate, it will be required to nominate 1 (one) occupier of the Said

Bungalow, 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 Bungalow, 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 Allottees let out his/her bungalow, 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.

- 13.4 **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 (including the absolute right to modify/alter the present sanction plans pertaining to the Said Club) and the same may also be varied at the sole discretion of the Promoter.
- 13.5 **Commencement of Operation of Said Club:** The Promoter reasonably expects that the Said Club shall be made operational after the entirety of **Phase I** of the Said Complex is completed and made ready. The Allottees understand and accept that the Completion Date of the Said Bungalow has no connection and correlation with the Said Club becoming operational and the Allottees shall not raise any claim or objection in this regard.
- 13.6 **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 of the Said Complex shall have no right to replace the Club Manager.
- 13.7 **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 Bungalow, 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.

- 13.8 **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.
14. **Nomination:** The Allottees admit and accept that before the execution and registration of conveyance deed of the Said Bungalow 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.
 - (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 Block 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 bungalow) walls of the Said Block] 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 Block 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.

Broad Tie Up Private Limited
Browse Tie Up Private Limited
Recoup Vinimay Private Limited
Geranium Projects Private Limited
Panorama Marketing Private Limited
(previously known as Panorama Marketing Limited)

Recoup Tracom Private Limited
Browse Merchants Private Limited
Majestic Conclave Private Limited
Darpad Promoters Private Limited

[Redacted]
Authorised Signatory
[Owners]

Siddha Town Baruipur LLP

[Redacted]
Authorised Signatory
[Promoter]

[Redacted] [Redacted]
[Redacted] [Redacted]
[Allottees]

Drafted by:

Witnesses:

Signature_____

Signature_____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____

Dated this _____ day of _____, 2020

Between

Broad Tie Up Private Limited & Ors.
... Owners

And

Siddha Town Baruipur LLP
... Promoter

And

_____ & Anr.

... Allottees

AGREEMENT

Apartment No. _____, Block No. _____

Siddha Suburbia
South 24 Parganas

Saha & Ray
Advocates
3A/1, 3rd Floor
Hastings Chambers
7C, Kiran Sankar Roy Road
Kolkata-700001