

## **AGREEMENT**

- 1. Date:** \_\_\_\_\_
- 2. Place:** Kolkata
- 3. Parties**

- 3.1 **Power Point Buildcon Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAFCP8476M**]
- 3.2 **Aadharseela Dealers Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAJCA1846L**)
- 3.3 **Aadharseela Tie Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAJCA1847M**)
- 3.4 **Anjanidham Marketing Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AALCA4010G**]
- 3.5 **Anjanidham Mercantile Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AALCA4011H**]
- 3.6 **Aravali Complex Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AALCA1913A**]
- 3.7 **Average Enclave Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AALCA4776H**]
- 3.8 **Average Heights Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AALCA4772D**]

- 3.9 **Average Properties Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No.4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S.N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AALCA4769Q**]
- 3.10 **Average Residency Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AALCA4775E**]
- 3.11 **Baglamukhi Vyapaar Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAFCB3895G**]
- 3.12 **Bangbhumi Shoppers Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAFCB3911M**]
- 3.13 **Blockdeal Hirise Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAFCB2117D**]
- 3.14 **Blockdeal Infracon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAFCB2202B**)
- 3.15 **Blockdeal Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAFCB2204H**)
- 3.16 **Blockdeal Residency Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAFCB2203A**)

- 3.17 **Circular Promoters Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAFCC0554P**]
- 3.18 **Coolhut Buildcon Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAFCC0099P**]
- 3.19 **Coolhut Builders Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAFCC0098N**]
- 3.20 **Coolhut Complex Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAFCC0176P**]
- 3.21 **Coolhut Enclave Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAFCC0174R**]
- 3.22 **Coolhut Hirise Private limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAFCC0175Q**]
- 3.23 **Coolhut Housing Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAFCC0173J**]

- 3.24 **Coolhut Infracon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAFCC0171L**)
- 3.25 **Coolhut Infrastructure Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAFCC0097D**]
- 3.26 **Coolhut Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAFCC0172K**)
- 3.27 **Coolhut Projects Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAFCC0095B**)
- 3.28 **Coolhut Promoters Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAFCC0170M**)
- 3.29 **Coolhut Properties Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAFCC0555N**)
- 3.30 **Coolhut Reality Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAFCC0096C**)
- 3.31 **Coolhut Residency Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAFCC0169E**)
- 3.32 **Crossway Complex Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAFCC1971L**]

- 3.33 **Crossway Enclave Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAFCC1973J**]
- 3.34 **Crossway Infracon Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAFCC1972K**]
- 3.35 **Crossway Realestate Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAFCC1974R**]
- 3.36 **Dayasindhu Vinimay Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAECD5685R**]
- 3.37 **Devpujan Complex Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECD4201F**)
- 3.38 **Devpujan Enclave Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECD4133E**)
- 3.39 **Devpujan Hirise Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAECD4132F**]
- 3.40 **Devpujan Infracon Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAECD4130H**]

- 3.41 **Devpujan Real Estate Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAECD4134D**]
- 3.42 **Dhansilk Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECD5508K**)
- 3.43 **Devpujan Residency Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECD4202G**)
- 3.44 **Dhanaasha Commercial Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAECD5686N**]
- 3.45 **Dhanaseth Tradelink Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAECD5703G**]
- 3.46 **Dhansilk Complex Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAECD5510D**]
- 3.47 **Dhansilk Developers Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAECD5502D**]
- 3.48 **Dhansilk Heights Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAECD5504F**]

- 3.49 **Dhansilk Housing Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAECD5503C**]
- 3.50 **Dhansubh Dealer Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAECD5687P**]
- 3.51 **Fastener Realestate Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AACCF1617P**]
- 3.52 **Fastener Complex Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AACCF1618C**]
- 3.53 **Fastener Heights Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No.4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AACCF1616N**]
- 3.54 **Giridhan Commercial Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAFCG0925Q**]
- 3.55 **Greatful Realestate Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAFCG1282Q**]
- 3.56 **Highpower Heights Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor,

Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AADCH1416M**]

- 3.57 **Highpower Infracon Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AADCH1417L**]
- 3.58 **Astbhuja Complex Private Limited**, a company governed by the Companies Act, 2013 having its registered office at 101, Park Street, 2<sup>nd</sup> Floor, Kolkata 700016, Police Station Park Street [**PAN AALCA3617P**]
- 3.59 **Hopeful Enclave Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AADCH1419E**]
- 3.60 **Hopeful Complex Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AADCH1418F**]
- 3.61 **Hopeful Housing Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AADCH1411N**]
- 3.62 **Hopeful Heights Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AADCH1420M**]
- 3.63 **Astbhuja Housing Private Limited**, a company governed by the Companies Act, 2013 having its registered office at 101, Park Street, 2<sup>nd</sup> Floor, Kolkata 700016, Police Station Park Street, [**PAN AALCA3616N**]

- 3.64 **Hopeful Infracon Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AADCH1415J**]
- 3.65 **Hopeful Nirman Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AADCH1412R**]
- 3.66 **Hopeful Projects Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AADCH1409G**]
- 3.67 **Hopeful Promoters Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AADCH1413Q**]
- 3.68 **Hopeful Realestate Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AADCH1414K**]
- 3.69 **Hopeful Residency Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AADCH1410P**]
- 3.70 **Jatashiv Residency Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AACCCJ9695B**]

- 3.71 **Booster Residency Private Limited**, a company governed by the Companies Act, 2013 having its registered office at 101, Park Street, 2nd Floor, Kolkata 700016, Police Station-Park Street [**PAN AAFCB3089A**]
- 3.72 **Kalashsidhi Exports Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAFCK0826J**]
- 3.73 **Lifelong Heights Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AACCL4510B**]
- 3.74 **Lifelong Infracon Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AACCL4509L**]
- 3.75 **Lifemake Mercantile Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AACCL4349Q**]
- 3.76 **Linkrose Dealer Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AACCL4337Q**]
- 3.77 **Linkrose Distributors Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AACCL4336R**]
- 3.78 **Mangaldham Complex Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park

Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAICM4385K**]

- 3.79 **Mangaldham Constructions Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAICM4390C**]
- 3.80 **Mangaldham Developers Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAICM4391D**]
- 3.81 **Mangaldham Enclave Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAICM4389F**]
- 3.82 **Mangaldham Heights Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAICM4386L**]
- 3.83 **Mangaldham Housing Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAICM4388E**]
- 3.84 **Mangaldham Infracon Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAICM4392A**]
- 3.85 **Mangaldham Nirman Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAICM4387M**]

- 3.86 **Mangaldham Retailers Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAICM4614P**]
- 3.87 **Mangalshiv Shoppers Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAICM4612M**]
- 3.88 **Mastery Complex Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAICM5323M**]
- 3.89 **Mastery Enclave Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAICM5324N**]
- 3.90 **Mastery Housing Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAICM5319H**]
- 3.91 **Mastery Nirman Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAICM5322L**]
- 3.92 **Mastery Real Estate Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAICM5317K**]
- 3.93 **Megapix Complex Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park

Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAICM2209C**]

- 3.94 **Megapix Residency Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAICM2867N**]
- 3.95 **Moonlife Vyapaar Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAICM4640D**]
- 3.96 **Moonlike Dealer Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAICM4615N**]
- 3.97 **Moonlike Distributors Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAICM4639E**]
- 3.98 **Mridul Complex Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAICM5107B**]
- 3.99 **Mridul Enclave Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAICM5108Q**]
- 3.100 **Mridul Heights Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAICM5106A**]

- 3.101 **Palanhar Vyapaar Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAHCP0517B**]
- 3.102 **Panchmahal Vinimay Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAHCP0515D**]
- 3.103 **Panchmurti Complex Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCP8337C**)
- 3.104 **Panchmurti Constructions Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCP8451K**)
- 3.105 **Panchmurti Hirise Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCP8335A**)
- 3.106 **Panchmurti Infracon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCP8343J**)
- 3.107 **Panchmurti Promoters Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCP8340M**)
- 3.108 **Panchratan Complex Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAHCP1053G**]
- 3.109 **Panchratan Infracon Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor,

Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038,  
Police Station Behala, District South 24 Parganas [**PAN AAHCP1043Q**]

- 3.110 **Panchratan Nirman Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAHCP1054B**]
- 3.111 **Panchratan Projects Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAHCP1052H**]
- 3.112 **Panchratan Realestate Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAHCP1042R**]
- 3.113 **Panchratan Residency Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAHCP1051E**]
- 3.114 **Paramount Trexim Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAFCP8481Q**)
- 3.115 **Parampita Business Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No.4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAHCP0495Q**]
- 3.116 **Pawansathi Buildcon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCP8339N**)

- 3.117 **Pawansathi Builders Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCP8336D**)
- 3.118 **Pawansathi Enclave Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCP8338P**)
- 3.119 **Pawansathi Hirise Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCP8344R**)
- 3.120 **Pawansathi Residency Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCP8345Q**)
- 3.121 **Pawanshiv Enclave Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCP8967J**)
- 3.122 **Pawanshiv Griha Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCP8452L**)
- 3.123 **Pawanshiv Hirise Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCP8968H**)
- 3.124 **Pawanshiv Housing Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCP8450J**)
- 3.125 **Pluto Hirise Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AAGCP8973L**]

- 3.126 **Power Point Dealers Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAFCP8480R**)
- 3.127 **Power Point Realty Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAFCP8479E**)
- 3.128 **Power Point Tie Up Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAFCP8475J**)
- 3.129 **Power Point Tracom Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAFCP8478F**)
- 3.130 **Prathampujay Vyapaar Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAHCP0519R**]
- 3.131 **Primary Enclave Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAHCP0891N**]
- 3.132 **Primary Heights Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAHCP0892R**]
- 3.133 **Pushapdham Marketing Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAHCP0516A**]
- 3.134 **Rangarang Traders Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor,

Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038,  
Police Station Behala, District South 24 Parganas [**PAN AAGCR2957Q**]

- 3.135 **Ratansidhi Commerce Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAGCR2955N**]
- 3.136 **Roselife Mercantile Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAGCR2976M**]
- 3.137 **Roserise Vanijya Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAGCR2956R**]
- 3.138 **Rudramukhi Complex Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCR1052A**)
- 3.139 **Rudramukhi Constructions Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCR0927C**)
- 3.140 **Rudramukhi Hirise Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCR1051D**)
- 3.141 **Rudramukhi Promoters Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCR0929N**)
- 3.142 **Rudramukhi Residency Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAGCR1050C**)

- 3.143 **Dhansilk Infracon Private Limited**, a company governed by the Companies Act, 1956, having its registered office at 101, Park Street, 2nd Floor, Kolkata 700016, Police Station -Park Street (**PAN AAECD5506H**)
- 3.144 **Shivpawan Enclave Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AASCS6851Q**)
- 3.145 **Shivbhakti Constructions Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, Kolkata [**PAN AASCS6859G**]
- 3.146 **Shivmahima Vyapaar Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AASCS7458P**]
- 3.147 **Shivpawan Complex Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AASCS6840H**)
- 3.148 **Shivpawan Constructions Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AASCS6842F**)
- 3.149 **Shivpawan Developers Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AASCS6849Q**)
- 3.150 **Shivpawan Heights Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AASCS6841G**)
- 3.151 **Shivpawan Housing Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AASCS6850R**)

- 3.152 **Shivpawan Infracon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AASCS6843E**)
- 3.153 **Shivpawan Nirman Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AASCS6839A**]
- 3.154 **Shivpawan Properties Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AASCS6846B**]
- 3.155 **Shivpawan Realestate Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AASCS6848R**]
- 3.156 **Shivpawan Tradelink Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AASCS7523F**]
- 3.157 **Shivphal Mercantile Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AASCS7457C**]
- 3.158 **Shivphal Vyapaar Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AASCS7454B**]
- 3.159 **Shivratri Enclave Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post

Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AASCS3159H**]

3.160 **Shivratri Nirman Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AASCS3160N**]

3.161 **Shivratri Projects Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AASCS3168E**]

3.162 **Shivratri Promoters Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AASCS3167M**]

3.163 **Shivratri Reality Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AASCS3166L**]

3.164 **Shivratri Residency Private Limited**, a company governed by the Companies Act, 2013, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN AASCS3156J**]

3.165 **Sidhimaya Vyapaar Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AASCS7455A**]

3.166 **Snowrise Tradelink Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AASCS7522E**]

- 3.167 **Sun View Infracon Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAPCS3385Q**)
- 3.168 **Teenlok Commercial Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAECT5484A**]
- 3.169 **Teenlok Tradelink Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S.N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAECT5467H**]
- 3.170 **Transways Complex Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAECT5774B**]
- 3.171 **Transways Heights Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAECT5777C**]
- 3.172 **Transways Infracon Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAECT5776D**]
- 3.173 **Transways Projects Private Limited**, a company governed by the Companies Act, 2013, having its registered office at Flat No. 4B, 4<sup>th</sup> Floor, Surya Homes, 376A, S. N. Roy Road, Post Office Sahapur, Kolkata-700038, Police Station Behala, District South 24 Parganas [**PAN AAECT5775A**]
- 3.174 **Tropex Vanijya Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AACCT4831H**)

3.175 **Vostro Complex Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAECV2101J**)

3.176 **Wonder Vyapaar Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAACW6476D**)

3.177 **Dhansilk Projects Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, 101, Park Street, Kolkata-700016, Police Station Park Street (**PAN\_- AAECD5505E**)

(collectively **Owners**, includes successors-in-interest)

**And**

3.178 **Siddha Waterfront LLP** (formerly known as Siddha Town Khardah LLP), a Limited Liability Partnership firm, incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 6<sup>th</sup> Floor, Siddha Park, 99A, Park Street, Post Office Park Street, Kolkata-700016, Police Station Park Street, District Kolkata [**PAN ACJFS0719H**]

(**Developer**, includes successors-in-interest and/or assigns)

**And**

3.179 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(**Buyer**, includes successors-in-interest).

Owners and Developer collectively **Sellers**.

Owners, Developer and Buyer referred to as such or as **Party** and collectively **Parties**.

**NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:**

**4. Subject Matter of Agreement**

**4.1 Transfer of Said Flat And Appurtenances:** Terms and conditions for transfer of:

**4.1.1 Said Flat:** Residential Flat No. \_\_\_\_\_, \_\_\_\_\_ Floor, having super built-up area approximately \_\_\_\_\_ (\_\_\_\_\_) square feet, and Carpet Area Approximately -----(-----) Square feet, described in **Part I** of the **2<sup>nd</sup> Schedule** below and delineated on the **Plan** annexed hereto and bordered in colour **Green** thereon (**Said Flat**), in the proposed building named \_\_\_\_\_ (**Said Building**) forming part of the cluster of buildings (**Said Cluster**) of the project named **Siddha Waterfront (Said Complex)**, the Said Cluster being on a divided and demarcated portion of land in *Mouza* Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia *Gram Panchayet* (**PGP**), Sub-Registration District Barrackpore, District North 24 Parganas described in the **1<sup>st</sup> Schedule** below . (**Said Property**).

**4.1.2 Land Share:** Subject to the provisions of Clause 6.1.1 below, undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprised within the Said Property, as be attributable and appurtenant to the Said Flat (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built up area of the Said Flat bears to the total super built up area of the Said Building.

- 4.1.3 **Said Parking Space:** The right to park in the parking space/s described in **Part II** of the **2<sup>nd</sup> Schedule** below (**Said Parking Space**), if any.
- 4.1.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building, the Said Cluster and the Said Complex as be attributable and appurtenant to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **3<sup>rd</sup> Schedule** below (collectively **Common Portions**).
- 4.1.5 **Easement Rights:** Right of conditional easement of use (**Easement Rights**) on certain amenities and facilities such as gatehouse, roads, pathways, walkways, drainage and sewage pipeline and STP (if any), landscaped green areas and water bodies (collectively **Specified Facilities**). It is clarified that (1) the Developer shall have absolute right to modify the Specified Facilities and (2) the Specified Facilities shall be available in common with other clusters of buildings in the Said Complex (**Other Clusters**) and other developments and projects of the Developer (collectively **Other Siddha Projects**) and shall also be enjoyed in common by the owners of the Other Clusters and Other Siddha Projects (collectively **Other Owners**).
- 4.1.6 The Said Flat, the Land Share, the Said Parking Space (if any), the Share In Common Portions and the Easement Rights collectively described in **Part III** of the **2<sup>nd</sup> Schedule** below (collectively **Said Flat And Appurtenances**).

## 5. Background

- 5.1 **Ownership:** The Owners are the joint owners of the Said Property, free from all encumbrances.
- 5.2 **Development Agreement:** With the intention of developing and commercially exploiting the Said Property by constructing the Said Cluster thereon and selling flats/spaces (collectively **Flats**) and parking spaces (collectively **Parking Spaces**) therein, the Owners appointed the Developer

as the developer of the Said Property to the Developer, on the terms and conditions recorded in an agreement in writing as modified by subsequent writings (collectively **Development Agreement**).

- 5.3 **Sanctioned Plans:** In furtherance of the above, a building plan was caused to be sanctioned by the PGP for construction of the Said Cluster (**Sanctioned Plans**, which includes all further sanctioned vertical extensions, modifications and integrations made thereto, from time to time by PGP and other authorities).
- 5.4 **Rights of Developer:** In terms of the Development Agreement, the Developer has become entitled to sell, transfer, encumber or otherwise alienate or dispose of all the Flats and Parking Spaces in the Said Cluster and to appropriate the entire consideration therefor.
- 5.5 **Commencement of Construction:** The Developer commenced construction of the Said Cluster and announced sale of Flats and Parking Spaces therein.
- 5.6 **Scheme:** The Developer formulated a scheme for sale of the Flats and Parking Spaces in the Said Cluster/Other Clusters of the Said Complex to prospective purchasers (**Intending Buyers**).
- 5.7 **Application and Allotment:** The Buyer has applied to the Developer for purchase of the Said Flat And Appurtenances and the Developer has allotted the same to the Buyer conditional upon the Buyer entering into this Agreement and fulfilling all terms and conditions hereof, without default.
- 5.8 **Agreement to Record:** Pursuant to the aforesaid application made by the Buyer and the allotment made by the Developer, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all previous understandings and documents, oral or in writing, express or implied) for sale of the Said Flat And Appurtenances to the Buyer.

## 6. Conditions Precedent

6.1 **Acceptance of Conditions Precedent:** The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:

6.1.1 **Understanding of Scheme by Buyer:** The undertaking and covenant of the Buyer that the Buyer has understood and accepted the under mentioned scheme of development of the Developer:

- (a) **Development of Said Complex and Other Siddha Projects:** The Developer intends to develop the entirety of the Said Complex containing the Other Clusters and the Other Siddha Projects in due course and in staggered phases and the Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.
- (b) **Sanctioned Plans and Modifications:** In pursuance of such intention, the Sanctioned Plans of the Said Cluster have been and/or shall further be sanctioned by PGP and other authorities but the Developer may also have the building plans of the entirety of the Said Complex sanctioned as a composite plan.
- (c) **Extent of Ownership:** The ownership rights of the Buyer are limited to the Said Flat, the Land Share, the Said Parking Space, if any and the Share In Common Portions and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any claim of ownership on the Specified Facilities or any other component or constituent of the Other Clusters of the Said Complex.
- (d) **Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate its future plans regarding the Said Property, the Other Clusters and

Other Siddha Projects and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any objection or hindrance thereto.

- (e) **Only Easement Rights on Specified Facilities:** The Buyer shall only have easement rights on the Specified Facilities and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any claim of ownership on any component or constituent of the Specified Facilities.
- (f) **Location of Specified Facilities:** The Specified Facilities may either be located outside the Said Property or may be part of the Said Property; if some of the Specified Facilities are part of the Said Property, then and in such event such part of the Said Property on which the Specified Facilities are located shall be deemed to be excluded from the area of the Said Property and the Land Share being agreed to be transferred to the Buyer shall not under any circumstances extend to and include such part. The Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance in this regard.
- (g) **Status of Said Club:** The Said Club (defined in Clause 10.1 below) shall be and be deemed to be a constituent of the Common Portions and the Buyer shall have undivided, impartible, proportionate and variable share and/or interest in the Said Club, subject to the other provisions of this Agreement specifically with regard to the Said Club.
- (h) **Right of Said Signage:** The Buyer has no objection to nor will at any time raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size or constructed of any material, with or without illumination) of the brand name Siddha (**Said Signage**) being erected on the roof and/or the parapet walls and/or the façade of the Said Building and the boundary wall of the Said

Complex. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to Sellers. The Developer/Sellers shall maintain the Said Signage at its/their own cost and the Association (defined in Clause 8.4.9) shall have no connection with such maintenance. If the Said Signage is illuminated, the Developer/Sellers shall pay the actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Buyer nor the Buyer's successor-in-interest shall at any time do any act, deed or thing which hinders the absolute and unfettered right of the Sellers to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining and managing the Said Signage the Sellers and/or the men and agents of the Sellers shall have the right to access to the areas in which the Said Signage is constructed without any obstruction or hindrance either from the Buyer or the Association (upon formation) for all times to come.

- 6.1.2 **Financial and Other Capacity of Buyer:** The undertaking of the Buyer to the Sellers that the Buyer has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- 6.1.3 **Satisfaction of Buyer:** The undertaking of the Buyer to the Owners and the Developer that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Developer, the Sanctioned Plans, all the background papers, the right of the Owners and the Developer to enter into this Agreement, the scheme of development described above and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned above and elsewhere in this Agreement and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.
- 6.1.4 **Measurement:** The super built-up area approximately \_\_\_\_\_ (\_\_\_\_\_) square feet and Carpet Area Approximately \_\_\_\_\_

------(-----)

Square feet. On completion of construction of the Said Flat, Messieurs Agrawal & Agrawal (**Architect**) shall certify the carpet area of the Said Flat and the same shall not be challenged by either Party. The Buyer hereby accepts the above and shall not raise any objection with regard thereto.

**6.1.5 Said Parking Space and Terms of Allotment:** The mutual agreement by and between the Parties that the Said Parking Space (if any has been agreed to be taken by the Buyer) **(1)** shall be allotted to the Buyer only after completion of construction of the Said Cluster and if the Developer in its sole discretion finds it feasible, simultaneously with delivery of possession of the Said Flat **(2)** if covered and for car, may be in the ground floor of any building in the Said Complex or in any floor of the multi-level car park (MLCP) in the Said Complex as be decided by the Developer in its sole discretion and if open and for car, at any place in the ground level of the Said Property as be decided by the Developer in its sole discretion **(3)** may be independent (having direct access) from driveway or dependent (not having direct access from driveway) as be decided by the Developer in its sole discretion **(4)** if for two wheeler, at any place in the Said Complex reserved for the parking of two wheelers only as be decided by the Developer in its sole discretion. It is clarified that **(1)** the right to park in the Said Parking Space is not being agreed to be transferred on the basis of any fixed area, location, convenience or measurement and all decisions of the Developer in this regard shall be final and binding on the Buyer and can only be used for parking of a medium sized motor car or two wheeler, as the case may be, of the Buyer and not for any other purposes and **(2)** the Buyer will have only right to park in the Said Parking Space. The Buyer hereby accepts each and every one of the above terms and conditions and shall not raise any dispute or objection with regard thereto.

**6.1.6 Rights Confined to Said Flat And Appurtenances:** The undertaking of the Buyer to the Owners and the Developer that the right, title and interest of the Buyer is confined only to the Said Flat And Appurtenances and the Developer is entitled to deal with and dispose off all other portions of the

Said Property, the Said Building, Said Cluster and the Said Complex to third parties at the sole discretion of the Developer, which the Buyer hereby accepts and to which the Buyer, under no circumstances, shall be entitled to raise any objection.

- 6.1.7 **Covenants:** The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Buyer (**Buyer's Covenants**) and the covenants of the Owners and the Developer (**Owners' And Developer's Covenants**) as mentioned in Clause 11 and its Sub-Clauses below shall perpetually run with the land (2) the Buyer's Covenants and the Owners' And Developer's Covenants (collectively **Covenants**) shall bind them and their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Buyer's Covenants and the Owners' And Developer's Covenants shall be strictly performed by the Buyer, the Owners and the Developer, respectively.
- 6.1.8 **Common Portions Subject to Change:** In addition to the provisions of Clause 6.1.1 (d) above, the mutual agreement by and between the Parties that although the Common Portions are described in the **3<sup>rd</sup> Schedule** below, the said descriptions are only indicative and are not intended to bind the Developer in any manner. The Developer shall, in the absolute discretion of the Developer, be entitled to modify or improvise upon the Common Portions and the Buyer hereby accepts the same and shall not raise any objection in this regard and/or have any claim, financial or otherwise, against the Developer for such modification or improvisation.
- 6.1.9 **Extension/Addition:** The undertaking of the Buyer to the Developer that notwithstanding anything contained in this Agreement, the Buyer has no objection and shall under no circumstances have any objection to the Developer (1) integrating/adding (notionally or actually) the Other Clusters and the Other Siddha Projects to the Said Cluster/Said Property and/or the Said Complex and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads (2) integrating the Said Building with any other building(s) comprised in the

Said Cluster (3) extending, modifying and realigning the extent, area, layout and location of the Said Building/Said Cluster/Said Complex including the Common Portions and the Specified Facilities (4) modifying the Sanctioned Plans, as may be necessary in this regard (5) granting all forms of unfettered and perpetual proportionate right of ownership and use over the Common Portions and (6) granting all rights of user and easements over the Specified Facilities to the Intending Buyers or Other Owners. It is clearly understood by the Buyer that the Buyer shall not have any right to erect any wall/boundary wall in the Said Property and/or the Other Clusters and/or the Other Siddha Projects and the Buyer shall proportionately pay all rent, revenue and other outgoings in respect of the lands comprised in the Other Clusters/Other Siddha Projects, should the same be integrated within the Said Cluster/Said Property.

The Buyer further undertakes that in consideration of the Developer agreeing to sell the Said Flat And Appurtenances to the Buyer, the Buyer has accepted the above conditions and has granted and shall be deemed to have granted to the Owners, the Developer and the Other Owners and all successors-in-interest/title unfettered and perpetual easements over, under and above all Common Portions and the Specified Facilities including roads, passages and all open spaces in the Said Property, with right to connect the same to new roads and passages comprised in the Other Clusters and Other Siddha Projects integrated/added to the Said Cluster/Said Property. It is clarified that if due to the integration of the Said Building with any other building(s) comprised in the Said Cluster and/or modification of the Sanctioned Plans and/or for any other similar reason, the Said Flat no longer remains part of the Sanctioned Plans and consequently cannot be given to the Buyer, the Developer shall offer an alternative flat to the Buyer and the Buyer shall have the option to either accept or decline such offer made by the Developer. If in the aforesaid circumstances the Buyer declines the offer of the alternative flat, this Agreement shall automatically stand cancelled and/or rescinded, upon which within 30 (thirty) days from the date of intimation of the Buyer's intention to cancel, the Developer shall refund to the Buyer all payments received till that date together with interests to be calculated at the

rete as specified in Clause 12.2 and the effects of termination mentioned in Clause 12.3 of this Agreement shall become applicable and binding on the Parties.

## 7. Commencement and Validity

7.1 **Date of Commencement:** This Agreement has commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement.

7.2 **Validity:** This Agreement shall remain in force till such time the Said Flat And Appurtenances is completed and possession thereof is delivered to the Buyer, unless terminated in the manner mentioned in this Agreement.

## 8. Total Price, Payment, and Extras

8.1 **Total Price:** The consideration for sale of the Said Flat, the Land Share, Share In Common Portions and grant of Easement Rights is, Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)

**And** for the Said Parking Space, if any is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) aggregating to Rs. \_\_\_\_\_/(Rupees \_\_\_\_\_)

\_\_\_\_\_)(excluding **Service Tax/ GST**) (collectively **Total Price**), which the Parties confirm and accept. The Total Price has been fixed by mutual consent and hence it shall not be open to question by any Party **provided however** the Total Price shall vary in the manner mentioned in Clause 6.1.4 above and does not include the Additional Extras (defined in Clause 8.4 below)

8.2 **Payment of Total Price:** The Total Price shall be paid by the Buyer in the manners mentioned in the charts below, as be applicable to the Buyer, time being the essence of contract. The Buyer agrees and covenants not to claim any right or possession over and in respect of the Said Flat and

Appurtenances till such time the Buyer has paid the entirety of the Total Price and the Extras and all other amounts agreed to be paid or deposited under this Agreement.

**Chart I:** Construction Linked Installment Payment Chart (Self-financed or Bank-financed):

**A. BLOCK: ORCHID , DAISY , LAVENDER, DAFFODIL, JASMINE**

Sl.	Payment Schedule	Amount
1.	On Application	Rs. .... + Service Tax/GST and other Taxes as applicable
2.	On Allotment of the said Flat	10% (ten percent) of Total Price less the Application amount + Service Tax/ GST and Other Taxes as applicable
3.	On Execution of Agreement For Sale	10% (ten percent) of Total Price + Service Tax/ GST and other Taxes as applicable
4.	On commencement of pilling of the Said Building	10% (ten percent) of Total Price + Service Tax/GST and other Taxes as applicable
5.	On Ground Floor Roof Casting of the Said Building	10% (ten percent) of Total Price + Service Tax/GST and other Taxes as applicable
6.	On 2 <sup>nd</sup> Floor Roof Casting of the Said Building	10% (ten percent) of Total Price + Service Tax/GST and other Taxes as applicable
7.	On 4 <sup>th</sup> Floor Roof Casting of the Said Building	10% (ten percent) of Total Price + Service Tax/GST and other Taxes as applicable
8.	On 6 <sup>th</sup> Floor Roof Casting of the Said Building	10% (ten percent) of Total Price + Service Tax/GST and other

		Taxes as applicable
9.	On 8 <sup>th</sup> Floor Roof Casting of the Said Building	10% (Ten percent) of Total Price + Service Tax/GST and other Taxes as applicable
10.	On 10 <sup>th</sup> Floor Roof Casting of the Said Building	10% (Ten percent) of Total Price + Service Tax/GST and other Taxes as applicable
11.	On 11 <sup>th</sup> Floor Roof Casting of the Said Building	5% (five percent) of Total Price + Service Tax/GST and other Taxes as applicable
12.	On offer of possession of the Said Flat	5% (five percent) of Total Price + Extra Charges + Service Tax/ GST and other Taxes as applicable on both

B. BLOCK: IRIS, LILAC, TULIP, MARIGOLD

Sl.	Payment Schedule	Amount
1.	On Application	Rs. .... + Service Tax/GST and other Taxes as applicable
2.	On Allotment of the said Flat	10% (ten percent) of Total Price less the Application amount + Service Tax/ GST and Other Taxes as applicable
3.	On Execution of Agreement For Sale	10% (ten percent) of Total Price + Service Tax/ GST and other Taxes as applicable
4.	On commencement of pilling of the Said Building	10% (ten percent) of Total Price + Service Tax/GST and other Taxes as applicable
5.	On Ground Floor Roof Casting	10% (ten percent) of Total Price

	of the Said Building	+ Service Tax/GST and other Taxes as applicable
6.	On 2 <sup>nd</sup> Floor Roof Casting of the Said Building	10% (ten percent) of Total Price + Service Tax/GST and other Taxes as applicable
7.	On 4 <sup>th</sup> Floor Roof Casting of the Said Building	10% (ten percent) of Total Price + Service Tax/GST and other Taxes as applicable
8.	On 6 <sup>th</sup> Floor Roof Casting of the Said Building	10% (ten percent) of Total Price + Service Tax/GST and other Taxes as applicable
9.	On 8 <sup>th</sup> Floor Roof Casting of the Said Building	10% (Ten percent) of Total Price + Service Tax/GST and other Taxes as applicable
10.	On 13 <sup>th</sup> Floor Roof Casting of the Said Building	10% (Ten percent) of Total Price + Service Tax/GST and other Taxes as applicable
11.	On Flooring of the Said Flat	5% (five percent) of Total Price + Service Tax/GST and other Taxes as applicable
12.	On offer of possession of the Said Flat	5% (five percent) of Total Price + Extra Charges + Service Tax/ GST and other Taxes as applicable on both

**Chart II:** Down Payment Chart (Self-financed or Bank-financed):

Sl.	Payment Schedule	Amount

1.	On Application	Rs.-----/- (Rupees ----- -----) + Service Tax/GST as applicable
2.	On execution of Agreement For Sale	-----% (----- -----) ) of Total Price less above Application Money + Service Tax/ GST as applicable
3.	On	-----% (-----) of Total Price + Service Tax/GST as applicable
4.	On offer of Possession of the Said Flat	-----% (----- -----) ---) of Total Price + Extra Charges + Service Tax/ GST as applicable on both

8.3 **Notice for Payment:** On happening of each event mentioned in Sl. Nos. 3 to 12 of Chart I (A and B) or 2 to 4 of Chart II above, as applicable, the Developer shall give written notice (by email, to the Email ID supplied by the Buyer in the Application Form) to the Buyer (**Payment Notice**), quantifying the amount payable by the Buyer. Within 15 (fifteen) days of the date of the Payment Notice, the Buyer shall (unconditionally, without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, failing which the Buyer shall be deemed to be in default and the consequences mentioned in Clause 12.1 shall follow. The Buyer covenants that the Buyer shall regularly and punctually make payment of the installments of the Total Price in the manner mentioned in the applicable Chart above and this Agreement is and shall be deemed to be sufficient notice to the Buyer about the obligation to make payment. Timely payment of the Total Price -) and the Extras shall be the essence of the contract. If payments are made by negotiable instruments, the

same shall be made payable at Kolkata and favoring “**Siddha Waterfront LLP**” or such name as may be notified by the Developer.

- 8.4 Extras: In addition to the total price, the buyer shall also pay to the Developer/other concerned person/entity (as specified below), as and when demanded, the following amounts (collectively Extras), proportionately or wholly (as may be) with Service Tax/GST and other Taxes if any thereon, towards:
- 8.4.1 **Increase Due to Circumstances Of Force Majeure:** any increase and/or escalation in the cost of construction due to Circumstances Of Force Majeure (defined in Clause 16.1 below), proportionately.
- 8.4.2 **Special Amenities/Facilities:** providing any special amenities/facilities in the Common Portions (save and except those described in the **3<sup>rd</sup> Schedule** below) and improved specifications of construction of the Said Flat and/or the Said Building over and above the specifications described in the **4<sup>th</sup> Schedule** below (**Specifications**), proportionately.
- 8.4.3 **Electricity:** obtaining HT/LT electricity supply from the supply agency, which is Rs. 40/- (Rupees forty) per square feet, based on the super built-up area of Said Flat.
- 8.4.4 **Electricity Meter for Common Portions:** security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Portions, proportionately.
- 8.4.5 **Generator:** stand-by power supply to the Said Flat from diesel generators, @ Rs.25,000/- (Rupees twenty five thousand) per 1 (one) KVA.
- 8.4.6 **Betterment Fees:** betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Said Property or the Said Flat And Appurtenances or its transfer in terms hereof, proportionately.

- 8.4.7 **Taxes:** Service Tax/GST, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body on the Sellers, from time to time, proportionately, if levied as a whole on the Said Cluster/Said Complex and wholly, if levied specifically on the Said Flat.
- 8.4.8 **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 Fit Out Possession (defined in clause no. 9.6.1 below), Stamp Duty , Registration fees, Fixed miscellaneous expenses of Rs.5,000/- (Rupees five thousand) for registration and all other fees and charges, if any, shall be borne by the Buyer and paid 15 (fifteen) days prior to the date of registration. The fee and costs shall be paid to the developer, who shall do all accounting with the legal advisor.
- 8.4.9 **Common Expenses/Maintenance Charges and Rates & Taxes:**  
Common expenses/ Maintenance charges described in the 5<sup>th</sup> Schedule below (Common Expenses/ Maintenance Charges) proportionate share (**Maintenance Charges**) of the common expenses described in the 5<sup>th</sup> **Schedule** below (**Common Expenses**) along with Municipal Tax, Land Revenue, surcharge, levies, cess etc. (collectively **Rates & Taxes**) from the Date Of Possession Notice (defined in Clause 9.6.2 below). It is clarified that the Maintenance Charges shall include cost of operation, maintenance, repair and replacement of the Common Portions but not the Said Club, provisions regarding which are separately provided in Clause 10 below. Simultaneously with the payment of the last installment of the Total Price, the Buyer shall pay to the Developer a consolidated sum @ Rs. 18/- (Rupees Eighteen) per square feet of the Super Built up area of the Said Flat for a period 12 (twelve) months from the date of Possession Notice in advance, which amount shall be utilized by the Developer for defraying Maintenance Charges and Rates & Taxes for as long as the said amount permits. It is

clarified that (1) the Said Cluster/Said Complex may be maintained through the Facility Manager (defined in Clause 9.9 below), in which event all payments shall be made by the Buyers to the Facility Manager, after the aforesaid sum of Rs. 18/- (Rupees eighteen) is exhausted and (2) the supervision of maintenance of the Said Cluster/ Said Complex shall be handed over by the Developer to a body of Flat Owners of the said Cluster/Said Complex Co-Owners, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 (**Association**), as soon as be practicable, so that the Association may deal directly with the Facility Manager. (3) the Association shall be bound to form a common maintenance body with all similar associations of all Other Clusters/Other Siddha Projects for supervision of maintenance of the Specified Facilities (**Apex Body**).

8.4.10 **Increase in Total Price:** any increase in the Total Price due to increase in measurement of the Said Flat, at the rate at which the Total Price has been computed, wholly.

## **9. Construction, Completion of Sale and Facility Manager**

9.1 **Construction by Developer:** The Developer shall construct, complete and finish the Said Flat And Appurtenances in accordance with the Sanctioned Plans or as may be recommended by the Architect, as per the Specifications described in the 4<sup>th</sup> **Schedule** below. The decision of the Architect in all regards including quality and workmanship shall be final and binding on the Parties.

9.2 **Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect regarding quality, workmanship and variations shall be final and binding on the Parties. The Buyer hereby consents to the variations, modifications or alterations as may be recommended by the Architect and hereby further agrees not to raise any objection to the Developer and/or the Architect making such variations, modifications or alterations. It is further

clarified that the dimensions given in the Plan is subject to variation of plus minus 5% because of variation of structural design as stated above.

- 9.3 **No Hindrance:** The Buyer shall not do any act, deed or thing whereby the construction/developmental work of the Said Flat And Appurtenances and/or the Said Building and/or the Said Cluster and/or the Other Clusters of the Said Complex and/or the Other Siddha Properties is in any way hindered or impeded. The Buyer hereby accepts the above and shall not raise any objection with regard thereto.
- 9.4 **Basic Duty of Buyer:** The Buyer shall make all payments and perform all obligations as stipulated in this Agreement and the Buyer shall not, in any way, commit breach of the terms and conditions herein contained.
- 9.5 **Completion Date:** Construction, finishing and making the Said Flat habitable and the Said Parking Space, if any, usable [(1) in bare condition and (2) as per the Specifications, the decision of the Architect in this regard being final and binding], shall be done by the Developer within ----- (**Completion Date**) **provided however** the Completion Date may be extended by a period of 6 (six) months (**Extended Period**) at the option of the Developer. The Developer shall neither incur any liability nor be held liable for claim of any amount by the Buyer, if the Developer is unable to deliver possession of the Said Flat within the Completion Date and/or the Extended Period due to Circumstances Of Force Majeure (defined in Clause 16.1 below) or for or on account of (1) delay on the part of the Buyer in making any payment **and** (2) any other reasonable cause whereby the Developer is prevented from completing the development. In no event shall the Buyer be entitled to claim any amount from the Developer on account of consequential losses and damages or otherwise if the Said Flat And Appurtenances is not completed within the Completion Date and/or the Extended Period.
- 9.6 **Possession of Said Flat and Said Parking Space:** Upon construction, finishing and making the Said Flat habitable and the Said Parking Space, if

any, usable, the Developer shall hand over possession of the same to the Buyer. With regard to possession, it is clarified as follows:

- 9.6.1 **Possession for Fit-Out:** As soon as the Said Flat is ready for fit-out, the Developer shall serve a notice on the Buyer (**Fit-Out Possession Notice**), calling upon the Buyer to take physical possession for the limited purpose of fit-out of the Said Flat. Before such delivery of possession for fit-out, the Buyer shall pay to the Developer all amounts due and payable towards the Total Price, Extras and other charges and the Buyer shall not claim possession of the Said Flat And Appurtenances for fit-out till such payments are made in full. Within 15 (fifteen) days from the date of the Fit-Out Possession Notice (**Date Of Fit-Out Possession Notice**), the Buyer shall be bound to complete snagging of the Said Flat, failing which it shall be deemed that the Buyer has taken satisfactory possession for fit-out on the 16<sup>th</sup> day of the Date Of Fit-Out Possession Notice (date of actual or deemed limited physical possession for fit-out, **Date Of Fit-Out Possession**). It is clarified that the Date Of Fit-Out Possession is different from the Date Of Possession and the modalities ancillary thereto as more fully described in Clause 9.6.2 below.
- 9.6.2 **Possession Notice:** Subject to the provision of Clause 9.6.1 above, on the Completion Date (which may include the Extended Period or the period required beyond the Extended Period due to Circumstances Of Force Majeure and other circumstances mentioned in Clause 9.5 above), the Developer shall serve a notice on the Buyer (**Possession Notice**) calling upon the Buyer to take exclusive physical possession. Within 15 (fifteen) days from the date of the Possession Notice (**Date Of Possession Notice**), the Buyer shall be bound to take over exclusive physical possession of the Said Flat, after fulfilling all obligations under this Agreement, including payment of all amounts due to the Developer, failing which it shall be deemed that the Buyer has taken possession on the 16<sup>th</sup> day of the Date Of Possession Notice (date of actual or deemed exclusive physical possession, **Date Of Possession**). From the Date Of Possession Notice, the Buyer shall become liable to pay all outgoings (such as Common Expenses/Maintenance

Charges and Rates & Taxes), irrespective of whether the Buyer takes exclusive physical possession of the Said Flat And Appurtenances. In case the deeming provision comes into force, the Buyer confirms that the Buyer shall not claim to be in physical possession of the Said Flat And Appurtenances and the same shall be received by the Buyer only upon clearing all dues and performing all obligations. Furthermore, if on the Date Of Possession and for any reason whatsoever, the Buyer fails to take exclusive physical possession of the Said Flat And Appurtenances, the Buyer shall become liable to pay holding charges @ Rs.5/-(Rupees Five) per square feet of super built up area of the said flat per month to the Developer.

- 9.6.3 **Meaning of Completion:** It shall not be obligatory for the Developer to complete the Common Portions in all respects before giving the Possession Notice to the Buyer and the Said Flat shall be deemed to have been completed in all respect if the same is made fit for habitation and use [(1) in bare condition **and** (2) as per the Specifications, the decision of the Architect in this regard being final and binding].
- 9.6.4 **Complete Satisfaction on Possession:** On the Date Of Possession, the Buyer shall be deemed to be completely satisfied with all aspects of the Said Flat, including the super built up area of the Said Flat.
- 9.6.5 **Commencement of Outgoings:** From the Date Of Possession Notice, all outgoings in respect of the Said Flat And Appurtenances, including Common Expenses/Maintenance Charges and Rates & Taxes shall become payable by the Buyer.
- 9.7 **Developer's Obligations:** Subject to the Buyer making payment of the Total Price, Extras and other charges in the manner stipulated in this Agreement, the Developer hereby agrees:
- 9.7.1 **Construction of Said Flat:** to construct, finish and make the Said Flat habitable and the Said Parking Space, if any, usable and transfer the Said Flat And Appurtenances to the Buyer.

- 9.7.2 **Construction According to Specifications:** subject to the other provisions of this Agreement, to construct and finish the Said Flat in accordance with the Sanctioned Plans and Specifications, reasonable variations excepted.
- 9.7.3 **Arrangement for Utilities for Construction Work:** to make own arrangement for water and electricity required for construction. It is clarified that during the Developer constructing/developing the Other Clusters of the Said Complex and in the event the Developer extending the Said Complex by integrating/adding Other Siddha Projects, the Buyer shall not have/raise any objection to the Developer using the water and electricity connection from the Said Property for the aforesaid construction/developmental work.
- 9.8 **Completion of Sale:** The sale of the Said Flat And Appurtenances shall be completed by execution and registration of conveyance in favour of the Buyer provided the Buyer tenders in time all amounts required for the same as mentioned above. The Legal Advisors shall draft the standard conveyance and only such standard conveyance shall be used. The Buyer shall be bound to take conveyance of the Said Flat And Appurtenances on or before the Date Of Possession, failing which exclusive physical possession of the Said Flat And Appurtenances shall not be delivered to the Buyer (although the Buyer shall become liable for Common Expenses/Maintenance Charges and Rates & Taxes from the Date Of Possession Notice) and in addition, all statutory taxes and penalties shall also be borne and paid by the Buyer.
- 9.9 **Facility Manager:** The Developer shall hand over management and upkeep of all Common Portions (excluding the Said Club) 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 Portions of the Said Cluster and the Other Clusters and the specified facilities (2) the Facility Manager shall levy and collect the Common Expenses/Maintenance Charges (3) the Buyer 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 Buyer and it

shall be deemed that the Facility Manager is rendering the services to the Buyer for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Portions and the specified facilities and no superior rights with regard to the Common Portions and the specified facilities shall vest in the Facility Manager **and** (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the Intending Buyers and the Other Owners..

## 10. Said Club

10.1 **For Intending Buyers and Other Owners:** The Developer has decided to provide several amenities and facilities in a social and recreational club within the Said Complex (**Said Club**), intended for use of all Intending Buyers including Other Owners of Other Siddha Projects. It is clarified that the decision of the Developer as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Buyer.

10.2 **Membership Obligation of Buyer:** Membership of the Said Club being compulsory for all Intending Buyers, the Buyer (which expression, in the context of the Said Club, means only 1 (one) person if the number of buyers under this Agreement is more than 1 (one), as be nominated *inter se* among the buyers) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Agreement. The Buyer understands and accepts that (1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated in due course and circulated to members before the Said Club is made operational (2) all members (including the Buyer) will be required to abide by these terms and conditions and rules and regulations **and** (3) the acceptance by the Buyer of the club scheme shall be a condition precedent to completion of sale of the Said Flat And Appurtenances in terms of this Agreement **provider however** the club scheme may be modified by consent of 80% (eighty percent) or more of the Intending Buyers including Other Owners of Other Siddha Projects.

- 10.3 **Membership Scheme of Said Club:** The Buyer understands and accepts that (1) membership of the Said Club shall be open only to Intending Buyers of the Said Cluster, Other Clusters of the Said Complex and Other Owners of Other Siddha Projects (2) each Flat is entitled to 1 (one) membership, irrespective of the number of owners of such Flat (3) membership is open only to individuals (i.e. no corporate membership) and if the Buyer is a body corporate, it will be required to nominate 1 (one) occupier of the Said Flat, 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 Flat, 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 Intending Buyer lets out his/her Flat, 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 Intending Buyer.
- 10.4 **Facilities of Said Club:** Notwithstanding anything contained in the 3<sup>rd</sup> **Schedule** below, the Buyer understands and accepts that the Developer shall have the sole rights and discretions in planning the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Developer.
- 10.5 **Commencement of Operation of Said Club:** The Developer reasonably expects that the Said Club shall be made operational after the entirety of the Said Complex is completed and made ready. The Buyer understands and accepts that the Completion Date of the Said Flat has no connection and correlation with the Said Club becoming operational and the Buyer shall not raise any claim or objection in this regard.

- 10.6 **Club Manager:** The Buyer understands and accepts that the Said Club (at the sole discretion of the Developer) be managed and operated professionally through a club operation and management agency (**Club Manager**), to be initially engaged by the Developer. Accordingly, the Buyer admits and accepts engagement of Siddha Hospitality Private Limited, as the Club Manager, to maintain and run the Said Club. Notwithstanding formation of the Association and the Apex Body, the Club Manager shall continue to look after the maintenance and running of the Said Club. Only upon the consent/vote of 75% of the owners, the Club Manager would change and/or the Said Club would be handed over to the Association.
- 10.7 **Membership Fee, Security Deposit and Monthly Subscription:** The Buyer understands and accepts that (1) the Buyer 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 Buyer may have to pay separate amounts towards membership fee (2) the Buyer may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club **and** (3) the Buyer will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Buyer resides at the Said Flat, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Developer and this shall be in addition to the Common Expenses/Maintenance Charges.
- 10.8 **User Charge:** The Buyer understands and accepts 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 Developer.

## 11. Covenants

11.1 **Buyer's Covenants:** The Buyer covenants with the Developer (which expression includes the Association and the Apex Body in all Sub-Clauses of Clause 11, wherever applicable) and admits and accepts that:

11.1.1 **Buyer Aware of and Satisfied with Common Portions and Specifications:** The Buyer, upon full satisfaction and with complete knowledge of the Common Portions, Specified Facilities, Specifications and all other ancillary matters, is entering into this Agreement. The Buyer has examined and is acquainted with the Said Complex and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Building and/or Said Cluster and/or the Other Clusters of the Said Complex **save and except** the Said Flat And Appurtenances.

11.1.2 **Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall (1) pay the Rates & Taxes (proportionately for the Said Building and/or the Said Cluster and/or the Said Complex and wholly for the Said Flat And Appurtenances, from the Date Of Possession Notice and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Buyer), on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof **and** (2) have mutation completed at the earliest. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the bills of the Developer/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).

11.1.3 **Buyer to Pay Common Expenses/Maintenance Charges:** Subject to the provisions of Clause 8.4.9 above, the Buyer shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that (1) the Buyer 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 Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

- 11.1.4 **Buyer to Pay Interest for Delay and/or Default:** The Buyer shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Developer/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyer shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Developer/the Facility Manager/the Association (upon formation), as the case may be. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyer and the Buyer shall be disallowed from using the Common Portions.
- 11.1.5 **Developer's Charge/Lien:** The Developer shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Buyer to the Developer **provided however** if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Developer shall stand extinguished on the financial institution clearing all dues of the Developer.
- 11.1.6 **No Obstruction by Buyer to Further Construction:** The Developer shall be entitled to construct further floors on and above the top roof of the Said Building and/or make other constructions elsewhere on the Said Property/Said Cluster/Said Complex and/or Other Siddha Properties and the Buyer shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyer due to and arising out of the said construction/developmental activity. The Buyer also admits and accepts that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common

Portions and the Complex Common Portions for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.

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

**11.1.8 Variable Nature of Land Share and Share In Common Portions:** The Buyer fully comprehends and accepts that (1) the Land Share, the Share In Common Portions and the share in the Said Club is a notional proportion that the Said Flat bears to the currently proposed area of the Said Building/Said Cluster/Said Complex (2) if the area of the Said Building/Said Cluster/Said Complex/Said Club is recomputed by the Developer or if the Developer integrates/adds (notionally or actually) Other Siddha Projects to the Said Property (which the Developer shall have full right to do and which right is hereby unconditionally accepted by the Buyer), then the Land Share, the Share In Common Portions and the share in the Said Club shall vary accordingly and proportionately and the Buyer shall not question any variation (including diminution) therein (3) the Buyer shall not demand any refund of the Total Price paid by the Buyer on the ground of or by reason of any variation of the Land Share, the Share In Common Portions and the share in the Said Club and (4) the Land Share, the Share In Common Portions and the share in the Said Club are not divisible and partible and the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.

**11.1.9 Buyer to Participate in Formation of Association and Apex Body:** The Buyer admits and accepts that the Buyer and other Intending Buyers of Flats in the Said Cluster/Said Complex shall form the Association and the Apex Body and the Buyer shall become a member thereof. The Buyer shall bear

and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Buyer 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 Portions and the Specified Facilities. Each Flat owner will be entitled to cast a vote irrespective of his/her/its size of Flat. The Buyer further admits and accepts that the Buyer shall ensure and not object to the Association joining the Apex Body.

11.1.10 **Obligations of Buyer:** The Buyer shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Said Cluster, the Said Complex and the Specified Facilities by the Developer/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 Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Building, the Said Cluster, the Said Complex and the Specified Facilities.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances and the Common Portions and the Specified Facilities from the Date Of Fit-Out Possession.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Developer or to the other Flat owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Buyer 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 Building, the Said Property, the Said Cluster and outside walls of the Said Building **save** in the manner indicated by the Developer/the Facility \Manager/the Association (upon formation). The Developer shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Buyer.

- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Buyer use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyer shall also not use or allow the Said Flat 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 Flat and the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat. In the event the Buyer makes any alterations/changes, the Buyer shall compensate the Developer /the Association (upon formation) (as the case may be) as estimated by the Developer /the Association (upon formation) for restoring it to its original state.
- (g) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Portions or the Said Building. The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building and/or the roof thereof. The Buyer shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. Grills may only be installed by the Buyer on the inner side of the doors and windows of the Said Flat. The Buyer shall further install Split type of air-

conditioners and at such places, as be specified and prescribed by the Developer, it being clearly understood by the Buyer that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Buyer shall install the out-door unit of the same either inside the Buyer's 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 Buyer shall also not install any collapsible gate on the main door/entrance of the Said Flat. The Buyer accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Cluster/Said Complex, which is beneficial to all.

- (h) **No Sub-Division:** not sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the names of the Said Building and the Said Complex from that mentioned in this Agreement.
- (j) **Trade Mark Restriction:** not to use the name/mark *Siddha* in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever **save and except** for the purpose of address of the Said Flat and if the Buyer does so, the Buyer shall be liable to pay damages to the Developer and shall further be liable for prosecution for use of the mark *Siddha*.
- (k) **No Nuisance and Disturbance:** not use the Said Flat or the Common Portions or the Specified Facilities or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring 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 Portions and the Specified Facilities.
- (m) **No Obstruction to Developer/Facility Manager/Association/ Apex Body:** not obstruct the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Portions and the Specified Facilities and not obstruct the Developer in constructing on other portions of the Said Building and/or the Said Complex/Said Property and selling or granting rights to any person and/or Other Siddha Project Owners on any part of the Said Building/the Said Complex/Said Property (excepting the Said Flat and the Said Parking Space, if any).
- (n) **No Obstruction of Common Portions/Specified Facilities:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Said Parking Space, if any.
- (o) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Portions and the Specified Facilities.
- (p) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions and the Specified Facilities **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 Flat, the Said Parking Space, if any or the Common Portions and the Specified Facilities
- (r) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Said Parking Space, if any.
- (s) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions and the Specified Facilities or outside walls of the Said Flat/Said Building/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat.
- (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 Flat and the Said Parking Space, if any.
- (v) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
- (w) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
- (x) **No Damage to Common Portions and Specified Facilities:** not damage the Common Portions and the Specified Facilities in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.

- (y) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Flat.
  - (z) **Fire Safety and Air Conditioning Duct:** not object to any fire safe equipment including fire sprinklers and Air Conditioning duct being installed inside the Said Flat and/or the Common Portions, as per statutory requirements.
- 11.1.11 **Notification Regarding Letting/Transfer:** If the Buyer lets out or sells the Said Flat And Appurtenances, the Buyer shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's/buyers address and telephone number.
- 11.1.12 **No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Buyer has accepted the scheme of the Developer to construct/develop the Said Complex in phases and to construct on other portions of the Said Property and hence the Buyer has no objection to the continuance of construction in the other portions of the Said Cluster/the Said Property/the Said Complex, even after the Date Of Possession Notice. The Buyer shall not raise any objection to any inconvenience that may be suffered by the Buyer due to and arising out of the said construction/developmental activity.
- 11.1.13 **No Right in Other Areas: Save and except** the Easement Rights, the Buyer shall not have any right in the other portions of the Said Cluster/the Said Property/the Said Complex and the Buyer shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing on the said other portions of the Said Cluster/the Said Property/the Said Complex.

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

11.1.15 **Sample Flat only Indicative and Not Binding:** The Buyer agrees and acknowledges that the sample Flat constructed by the Developer and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the Flat and the Developer is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample Flat, other than as expressly agreed by the Developer under this Agreement. The height of the Said Flathall be in accordance to the Sanctioned Plan (which shall include all modifications made thereto, if any, from time to time) and the same may differ from the height of the sample Flat constructed by the Developer.

11.2 **Owners' And Developer's Covenants:** The Owners and the Developer covenant with the Buyer and admit and accept that:

11.2.1 **Completion of Transfer:** The transfer of the Said Flat And Appurtenances shall be completed by the Owners and the Developer

by executing conveyance in favour of the Buyer provided the Buyer pays all amounts required for the same.

**11.2.2 Notification regarding encumbrance:** In Case the project has been mortgaged with any Financial Organization/ Bank, for obtaining construction loan then in such event any consideration received against this project should be deposit to Escrow account. In regard of the same, No Objection Certificate required by the Buyer with respect to the Said Flat and Appurtenances for taking any loan to buy the same from any Bank or Financial Organization, will be provided by the Developer subject to the Buyer fulfilling all terms, conditions, obligations of this Agreement. The Owner and the Developer will also keep the Buyer indemnified against any claim arising from the same against the buyer.

**11.2.3 Documentation for Loan:** The Developer shall provide to the Buyer all available documents so that the Buyer may get loan from banks and financial institutions.

## **12. Termination and its Effect**

**12.1 Breach of Buyer's Covenants:** In the event the Buyer (1) fails to make payment of any part or portion of the Total Price, Extras and other charges, or (2) neglects or fails to perform the Buyer's Covenants and/or the obligations on the part of the Buyer to be performed in terms of this Agreement, this Agreement shall, at the option of the Developer, stand cancelled and/or rescinded, upon which the Developer shall , after finding a new buyer for the Said Flat and entering into an agreement for sale with the new buyer, refund to the Buyer all payments received till that date, without any interest, after deducting 20% (twenty percent) of the Total Price including Taxes. In the event the Developer condones the delay of any payment due under this Agreement, the Buyer shall be liable to pay interest @ 12% (twelve percent) per annum or part thereof (compoundable monthly),together with applicable Service Tax/GST

for the period of delay, computed from the date the payment became due till the date of payment. However, such right to condone is exclusively vested in the Developer and the Buyer shall not be entitled to claim the same as a matter of right.

12.2 **Breach of Owners' And Developer's Covenants:** Without prejudice to the provisions of Clause 9.5 above, in the event the Owners and/or the Developer fail and/or neglect to perform any of the Owners' And Developer's Covenants, this Agreement shall, at the option of the Buyer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyer all payments received till that date. In the event the Developer delays in handing over possession of the Said Flat to the Buyer beyond the Completion Date and the Extended Period or the period required beyond the Extended Period due to circumstances mentioned in Clause 9.5 above, the Developer shall pay to the Buyer interest @ 12% (twelve percent) per annum together with Service Tax/GST if applicable.

12.3 **Effect:** Upon termination of this Agreement due to any of the circumstances mentioned in Clauses 6.1.9 and 12.1 and 12.2 above, the Buyer shall not be entitled to claim any right, title and interest (either equitable or otherwise) over and in respect of the Said Flat And Appurtenances and/or the Said Building and/or the Said Cluster and/or the Said Complex and/or the Said Property or part or portion thereof and the Buyer shall further not be entitled to claim any charge on the Said Flat And Appurtenances and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

### 13. Taxes

13.1 **Obligation Regarding Taxes:** In the event of the Owners and/or the Developer being made liable for payment of any tax (excepting Income Tax, if any, is levied in regard to the Development Agreement) duty, levy or any other liability under any statute or law for the time being in force or enforced

in future (such as GST, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body) or if the Owners and/or the Developer are advised by their consultant that the Owners and/or Developer are liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Owners and/or Developer having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Buyer shall be liable to pay all such tax, duty, levy or other liability and hereby indemnifies and agrees to keep the Owners and/or the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Owners' and/or Developer's consultant shall be paid by the Buyer at or before the Date Of Possession.

#### **14. Defects**

**14.1 Decision of Architect Final:** If any work in the Said Flat And Appurtenances is claimed to be defective by the Buyer within a period of 24 (twenty four) months from the Date Of Possession Notice, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. The same is to be governed by the directives of the regulatory authority as notified from time to time If directed by the Architect, the Developer shall, at its own costs, remove such defects. This will however not entitle the Buyer to refuse to take possession and continue to pay maintenance charges as per bills raised by the Seller or any other person authorized to do so by the Seller, of the Said Flat and if the Buyer does so, the provisions regarding deemed possession as contained in Clause 9.6.2 above shall apply and all consequences mentioned therein shall follow. In the context of this Clause, defects shall mean defect in construction only and not defect in bought-out items such as electrical fittings, sanitary fittings, hardware fittings etc.

#### **15. Association, Apex Body and Rules**

15.1 **Rules of Use:** The Said Flat And Appurtenances shall be held by the Buyer subject to such rules and regulations as may be made applicable by the Association and the Apex Body from time to time.

15.2 **Restrictions:** The Buyer agrees that the Buyer shall use the Said Flat And Appurtenances subject to all restrictions as may be imposed by the Association and the Apex Body.

## 16. Force Majeure

16.1 **Circumstances Of Force Majeure:** The Developer shall not be held responsible for any consequences or liabilities under this Agreement if the Developer is prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God (2) acts of nature (3) acts of war (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) riots (9) non availability or reduced availability of building materials and strike by material suppliers, transporters, contractors, workers and employees (10) delay on account of receiving statutory permissions (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively **Circumstances Of Force Majeure**).

16.2 **No Default:** The Developer shall not be deemed to have defaulted in the performance of the Developer's contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence of any event constituting Circumstances Of Force Majeure.

## 17. Miscellaneous

- 17.1 **Indian Law:** This Agreement shall be subject to Indian Laws.
- 17.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.
- 17.3 **Confidentiality and Non-Disclosure:** The Parties shall keep confidential all non-public information and/or documents concerning the transaction recorded herein, unless compelled to disclose such information and/or documents by judicial or administrative process.
- 17.4 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.
- 17.5 **No Claim of Un-Enforceability:** This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement. Any outstanding regulatory compliances/permits shall be duly complied with and obtained by the concerned Party and all rights of such Party shall be subject to the same.

- 17.6 **Right of Possession:** The right of possession of the Buyer in respect of the Said Flat And Appurtenances shall arise only upon the Buyer fulfilling all obligations as are contained in this Agreement.
- 17.7 **Nomination by Buyer with Consent:** The Buyer admits and accepts that before the execution and registration of conveyance deed of the Said Flat And Appurtenances, the Buyer will be entitled to nominate, assign and/or transfer the Buyer's 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 Developer) as nomination charge plus GST and Other Taxes as applicable to the Developer **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the following conditions:
- 17.7.1 **Buyer to Make Due Payments:** The Buyer shall make payment of all dues of the Developer in terms of this Agreement, up to the time of nomination.
- 17.7.2 **Written Permission of Developer:** The Buyer shall obtain prior written permission of the Developer and the Buyer and the nominee shall be bound to enter into a tripartite agreement with the Owners and the Developer.
- 17.7.3 **Additional Legal Fee:** The Buyer shall pay an additional legal fee of Rs.10,000/- (Rupees ten thousand) to the Legal Advisors towards the tripartite Nomination Agreement.
- 17.7.4 **No Nomination Charges for Parent, Spouse, Children:** Subject to the approval and acceptance of the Developer **and subject to** the above conditions, the Buyer shall be entitled to nominate, assign and/or transfer the Buyer's right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

The Buyer admits and accepts that the Buyer shall not nominate or assign the rights under this Agreement **save** in the manner indicated above.

- 17.8 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but does not supersede any document contemporaneously entered into between the Parties.
- 17.9 **Counterparts:** This Agreement is being executed simultaneously in counterparts and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Buyer and another by the Developer.
- 17.10 **Amendments/Modifications:** No amendments or modifications of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
- 17.11 **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 17.12 **Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the Party or an authorized agent of the Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall not constitute a waiver of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.
- 17.13 **No Agency:** The Parties are entering into this Agreement on principal-to-principal basis and nothing contained herein shall make the Parties agents of each other.

## 18. Notice

18.1 **Mode of Service:** Notices under this Agreement shall be served by email or by messenger or by registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the addresses are changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by email/messenger and (2) on the 4<sup>th</sup> day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The Developer shall give notices on behalf of the Owners.

## 19. Dispute Resolution

19.1 **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (excepting disputes which are to be expressly referred to and resolved by the Architect) (collectively **Disputes**) shall be referred to the Arbitral Tribunal described in Clause 19.1.1 below and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:

19.1.1 **Constitution of Arbitral Tribunal:** The Arbitral Tribunal shall consist of 1 (one) arbitrator, who shall be an Advocate, to be nominated by the Legal Advisors.

19.1.2 **Place:** The place of arbitration shall be Kolkata only.

19.1.3 **Language:** The language of the arbitration shall be English.

19.1.4 **Binding Effect:** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Disputes and shall further be entitled to avoid all rules relating to procedure and evidence as are

expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

- 19.2 **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the Said Flat And Appurtenances and/or the Said Building/Said Property without first referring the matter to arbitration and till the Arbitral Tribunal has given its direction/award.

## **20. Jurisdiction**

- 20.1 **District Judge and High Court:** In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.

## **21. Rules of Interpretation**

- 21.1 **Number and Gender:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include the other genders.
- 21.2 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.
- 21.3 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 21.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

- 21.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 21.6 **Successors:** A reference to a Party includes that Party's successors and permitted assigns.
- 21.7 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

**1<sup>st</sup> Schedule**  
**(Said Property)**

Land measuring **1785.2829 (One Thousand Seven Hundred and Eighty Five point Two Eight Two Nine ) decimal**, [equivalent to 1081.9897 (One Thousand and Eighty One Point Nine Eight Nine Seven ) *cottah*], more or less, comprised in R.S. *Dag* Nos. 696(P), 697, 698, 699, 700, 737(P), 743, 744(P), 749, 750, 754, 755, 756, 757, 758, 759, 760, 761, 762, 766(P), 768, 769, 770, 771, 772, 773, 774, 776, 777, 844(P), 845(P), 846, 847(P), 849, 850, 851, 853, 854, 855, 856, 857, 858, 767/1687, 770/1251, 770/1252, 771/1253, 777/1254 & 856/1260, corresponding L.R. *Dag* Nos. 1595 (P), 1596, 1597, 1590, 1598, 1599, 1661 (P), 1702, 1635 (P), 1704, 1703, 1705, 1706, 1707, 1708, 1715, 1709, 1588, 1589, 1591, 1594, 1585 (P), 1587, 1586, 1712, 1710, 1713, 1717, 1716, 1825, 1824, 1736 (P), 1734 (P), 1733, 1732 (P), 1718, 1719, 1724, 1722, 1723, 1557, 1735, 1555, 1554, 1583, 1720, 1711, 1714, 1726 & 1556, , recorded in L.R. *Khatian* Nos. 3635, 3636, 3637, 3638, 3639, 3640, 3641, 3642, 3643, 3644, 3645, 3646, 3647, 3648, 3649, 3650, 3651, 3652, 3653, 3654, 3655, 3656, 3657, 3658, 3659, 3660, 3661, 3662, 3663, 3664, 3754, 3755, 3756, 3757, 3758, 3759, 3760, 3761, 3762, 3763, 3764, 3765, 3766, 3799 , 3801, 3802, 3803, 3804, 3805, 3806, 3807, 3808, 3809, 3810, 3811, 3812, 3823, 3824, 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3833, 3834, 3858, 3868, 3869, 3870, 3871, 3872, 3873, 3874, 3875, 3876, 3877, 3883, 3884, 3885, 3886, 3887, 3888, 3889, 3890, 3891, 3892, 3894, 3895, 3896, 3897, 3898, 3899, 3899,

3900, 3905, 3906, 3907, 3910, 3911, 3914, 3915, 3926, 3927, 3928, 3929, 3930, 3931, 3932, 3933, 3934, 3935, 3936, 3937, 3938, 3939, 3940, 3941, 3942, 3943, 3944, 3945, 3953, 3954, 3955, 3956, 3957, 3958, 3959, 3960, 3961, 3962, 3963, 3964, 3965, 3966, 3967, 3968, 3969, 3988, 3989, 3990, 3991, 3992, 3998, 4002, 4046, 4047, 4048, 4073, 4076, 4099, 4100, 4101, 4111, 4124, 4133, 4134, 4135, 4136, 4138, 4177, 4182, 4183, 4260, 4261, 4262, 4389, 4390, 4391, 4812, 4813, 4814, 4741, 4739, 4742, 4740, Mouza Patulia, J.L. No. 4, Police Station Khardah, within the jurisdiction of Patulia Gram Panchayet, Sub-Registration District Sodepur (formerly Barrackpore), District North 24 Parganas.

## 2<sup>nd</sup> Schedule

### Part I

#### (Said Flat)

Residential Flat No. \_\_\_\_\_, \_\_\_\_\_ floor, having super built-up area approximately \_\_\_\_\_ (\_\_\_\_\_ ) square feet (more or less) , Carpet Area Approximately -----(-----) Square feet(more or less) in the Said Building named \_\_\_\_\_ forming part of the Said Cluster comprised in the Said Complex named “*Siddha Waterfront*”, the Said Cluster to be constructed on the Said Property described in the **1<sup>st</sup> Schedule** above. The layout of the Said Flat is delineated on the **Plan** annexed hereto and bordered in colour **Green** thereon.

### Part II

#### (Said Parking Space)

The right to park \_\_\_\_\_ (\_\_\_\_\_ ) medium sized \_\_\_\_\_ car/s/and/or \_\_\_\_\_ (\_\_\_\_\_ ) two wheeler/s in the covered space in the ground floor of any building in the Said Complex and \_\_\_\_\_ (\_\_\_\_\_ ) medium sized car/s/ and/or \_\_\_\_\_ (\_\_\_\_\_ ) two wheeler/s in the multi-level parking space of the Said Complex and \_\_\_\_\_ (\_\_\_\_\_ ) medium sized car/s and/or \_\_\_\_\_ (\_\_\_\_\_ ) two wheeler/s in the

open space at the ground level of the Said Complex

### **Part III**

#### **(Said Flat And Appurtenances)**

#### **[Subject Matter of this Agreement]**

The Said Flat, being the flat described in **Part I** of the **2<sup>nd</sup> Schedule** above.

The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprising a part of the Said Property, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

The Said Parking Space, being the car/two wheeler parking space/s described in **Part II** of the **2<sup>nd</sup> Schedule** above, if any.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **3<sup>rd</sup> Schedule** below, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

Easement Rights over the Specified Facilities, being the facilities and amenities which may be provided by the Developer for common benefit and utilization of all or specified portions of the Said Cluster, Said Complex and Other Siddha Projects, subject to the terms and conditions of this Agreement.

### **3<sup>rd</sup> Schedule**

#### **Part I**

#### **(Common Portions)**

<ul style="list-style-type: none"> <li>• Lobby at the ground level of the Said Building</li> </ul>	<ul style="list-style-type: none"> <li>• Lobbies on all floors and staircase(s) of the Said Building</li> </ul>
--	---

• Lift well(s) of the Said Building	• Water reservoirs/tanks of the Said Building
• Water supply pipeline in the Said Building (save those inside any Flat)	• Drainage and sewage pipeline in the Said Building (save those inside any Flat)
• Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Building	• Electricity meter(s) for common installations and space for their installation
• Intercom Network in the Said Building	• Network of Cable TV/DTH in the Said Building, if any
• Broadband connection in the Said Building, if any	• Firefighting system in the Said Building
• Lift(s) and allied machineries in the Said Building	• Fire refuge platform
• Electrical duct	• Club House
• PHE Duct	• STP
• Shafts	• WTP
• Manholes and Pits	• Transformer & DG Sets
• Boundary walls and main gate	• External PHE System
• Internal roads and walkways	• Banquet Hall in Said Club

**4<sup>th</sup> Schedule**  
**(Specifications)**

**Structure**

Seamless RCC frame & shear wall construction.

## **Internal Walls**

RCC wall over laid with white cement putty.

## **Doors**

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

## **Windows**

Aluminum frames with fully glazed shutters and quality fittings.

## **Flooring**

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

## **Kitchen**

### *Floor*

Ceramic tiles

### *Counter Tops*

Granite with steel sink

### *Dados*

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

## **Toilet**

### *Floor*

Anti – skid tiles

### *Dados*

Ceramic tiles upto a height of 7 feet

## **Sanitaryware**

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

## **Electricals**

Quality concealed copper wiring with the latest modular switches.

## **Telephone Wiring**

Central distribution console, networked with all Flats.

**Exterior**

Latest weatherproof non faded exterior finish of the highest quality.

**5<sup>th</sup> Schedule**  
**(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 Building, the Said Cluster and the Said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association and the Apex Body.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions and the Specified Facilities.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions and the Specified Facilities [including the exterior or interior (but not inside any Flat) walls of the Said Building] and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions and the Specified Facilities, 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 Portions and the Specified Facilities and the road network.

7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Building, the Said Cluster and the Said Complex **save** those separately assessed on the Buyer.
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.

**22. Execution and Delivery**

- 22.1 **In Witness Whereof** the Parties have executed and delivered this Agreement on the date mentioned above.

---

[Authorized Signatory]

[Owners]

**Siddha Waterfront LLP**

---

[Authorized Signatory]

**[Developer]**

---

**[Buyer]**

Aadharseela Dealers Private Limited
Aadharseela Tie Up Private Limited
Anjanidham Marketing Private Limited
Anjanidham Mercantile Private Limited
Aravali Complex Private Limited
Astbhuj Complex Private Limited
Astbhuj Housing Private Limited
Average Enclave Private Limited
Average Heights Private Limited
Average Properties Private Limited
Average Residency Private Limited
Baglamukhi Vyapaar Private Limited
Bangbhumi Shoppers Private Limited
Blockdeal Hirise Private Limited
Blockdeal Infracon Private Limited
Blockdeal Nirman Private Limited
Blockdeal Residency Private Limited
Booster Residency Private Limited
Circular Promoters Private Limited
Coolhut Buildcon Private Limited
Coolhut Builders Private Limited
Coolhut Complex Private Limited
Coolhut Enclave Private Limited
Coolhut Hirise Private limited

Coolhut Housing Private Limited
Coolhut Infracon Private Limited
Coolhut Infrastructure Private Limited
Coolhut Nirman Private Limited
Coolhut Projects Private Limited
Coolhut Promoters Private Limited
Coolhut Properties Private Limited
Coolhut Reality Private Limited
Coolhut Residency Private Limited
Crossway Complex Private Limited
Crossway Enclave Private Limited
Crossway Infracon Private Limited
Crossway Realestate Private Limited
Dayasindhu Vinimay Private Limited
Devpujan Complex Private Limited
Devpujan Enclave Private Limited
Devpujan Hirise Private Limited
Devpujan Infracon Private Limited
Devpujan Residency Private Limited
Dhanaasha Commercial Private Limited
Dhanaseth Tradelink Private Limited
Dhansilk Complex Private Limited
Dhansilk Developers Private Limited
Dhansilk Heights Private Limited
Dhansilk Housing Private Limited
Dhansilk Infracon Private Limited
Dhansilk Nirman Private Limited
Dhansilk Project Private Limited
Dhansubh Dealer Private Limited
Fastener Realestate Private Limited
Fastner Complex Private Limited
Fastner Heights Private Limited

Giridhan Commercial Private Limited
Greatful Realestate Private Limited
Highpower Heights Private Limited
Highpower Infracon Private Limited
Hopeful Enclave Private Limited
Hopeful Heights Private Limited
Hopeful Infracon Private Limited
Hopeful Nirman Private Limited
Hopeful Projects Private Limited
Hopeful Promoters Private Limited
Hopeful Realestate Private Limited
Hopeful Residency Private Limited
Jatashiv Residency Private Limited
Kalashsidhi Exports Private Limited
Lifelong Heights Private Limited
Lifelong Infracon Private Limited
Lifemake Mercantile Private Limited
Linkrose Dealer Private Limited
Linkrose Distributors Private Limited
Mangaldham Complex Private Limited
Mangaldham Constructions Private Limited
Mangaldham Developers Private Limited
Mangaldham Enclave Private Limited
Mangaldham Heights Private Limited
Mangaldham Housing Private Limited
Mangaldham Infracon Private Limited
Mangaldham Nirman Private Limited
Mangaldham Retailers Private Limited
Mangalshiv Shoppers Private Limited
Mastery Complex Private Limited
Mastery Enclave Private Limited
Mastery Housing Private Limited

Mastery Nirman Private Limited
Mastery Realestate Private Limited
Megapix Residency Private Limited
Moonlife Vyapaar Private Limited
Moonlike Dealer Private Limited
Moonlike Distributors Private Limited
Mridul Complex Private Limited
Mridul Enclave Private Limited
Mridul Heights Private Limited
Palanhar Vyapaar Private Limited
Panchmahal Vinimay Private Limited
Panchmurti Complex Private Limited
Panchmurti Constructions Private Limited
Panchmurti Hirise Private Limited
Panchmurti Infracon Private Limited
Panchmurti Promoters Private Limited
Panchratan Complex Private Limited
Panchratan Infracon Private Limited
Panchratan Nirman Private Limited
Panchratan Projects Private Limited
Panchratan Realestate Private Limited
Panchratan Residency Private Limited
Paramount Trexim Private Limited
Parampita Business Private Limited
Pawansathi Buildcon Private Limited
Pawansathi Builders Private Limited
Pawansathi Enclave Private Limited
Pawansathi Hirise Private Limited
Pawansathi Residency Private Limited
Pawanshiv Enclave Private Limited
Pawanshiv Griha Nirman Private Limited
Pawanshiv Hirise Private Limited

Pawanshiv Housing Private Limited
Pluto Hirise Private Limited
Pluto Residency Private Limited
Power Point Dealers Private Limited
Power Point Realty Private Limited
Power Point Tie Up Private Limited
Power Point Tracom Private Limited
Powerpoint Buildcon Private Limited
Prathampujay Vyapaar Private Limited
Primary Enclave Private Limited
Primary Heights Private Limited
Pushapdham Marketing Private Limited
Rangarang Traders Private Limited
Ratansidhi Commerce Private Limited
Roselife Mercantile Private Limited
Roserise Vanijya Private Limited
Rudramukhi Complex Private Limited
Rudramukhi Constructions Private Limited
Rudramukhi Hirise Private Limited
Rudramukhi Promoters Private Limited
Rudramukhi Residency Private Limited
Shivbhakti Constructions Private Limited
Shivmahima Vyapaar Private Limited
Shivpawan Complex Private Limited
Shivpawan Developers Private Limited
Shivpawan Heights Private Limited
Shivpawan Housing Private Limited
Shivpawan Infracon Private Limited
Shivpawan Nirman Private Limited
Shivpawan Properties Private Limited
Shivpawan Realestate Private Limited
Shivpawan Tradelink Private Limited

ShivpawanConstructions Private Limited
Shivphal Mercantile Private Limited
Shivphal Vyapaar Private Limited
Shivratri Enclave Private Limited
Shivratri Nirman Private Limited
Shivratri Projects Private Limited
Shivratri Promoters Private Limited
Shivratri Reality Private Limited
Shivratri Residency Private Limited
Sidhimaya Vyapaar Private Limited
Snowrise Tradelink Private Limited
Sun View Infracon Private Limited
Teenlok Commercial Private Limited
Teenlok Tradelink Private Limited
Transways Complex Private Limited
Transways Heights Private Limited
Transways Infracon Private Limited
Transways Projects Private Limited
Tropex Vanijya Private Limited
Vostro Complex Private Limited
Wonder Vyapaar Private limited
Devpujan Real Estate Private Limited
Hopeful Complex Private Limited
Hopeful Housing Private Limited
Megapix Complex Private Limited
Shivpawan Complex Private Limited

**Witnesses:**

Signature\_\_\_\_\_ Signature\_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Father's Name \_\_\_\_\_ Father's Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_