

AGREEMENT

SIDDHA
sphere
A Riya-Siddha project

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AGREEMENT

1. Date: _____
2. Place: Kolkata
3. Parties:
 - 3.1 Power Point Buildcon Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
 - 3.2 Aadharseela Dealers Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
 - 3.3 Aadharseela Tower Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
 - 3.4 Power Point Dealers Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
 - 3.5 Power Point Reality Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
 - 3.6 Sun View Infracon Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
 - 3.7 Aadharseela Tie Up Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
 - 3.8 Riya Projects Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 27, Brabourne Road, Kolkata-700001
 - 3.9 Paramount Trexim Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
 - 3.10 Power Point Tie Up Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
 - 3.11 Power Point Tracom Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
 - 3.12 Siddha Projects Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 6th Floor, Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street
 - 3.13 Barberry Commotrade Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 84A, Chittaranjan Avenue, Kolkata-700012, Police Station Bowbazar
 - 3.14 Camellia Barter Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at Narayani Building, 27, Barbourne Road, Kolkata-700001, Police Station Hare Street
 - 3.15 Camomile Tie-Up Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 84A, Chittaranjan Avenue, Kolkata-700012, Police Station Bowbazar
 - 3.16 Gladiolus Vinimay Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at Narayani Building, 27, Barbourne Road, Kolkata-700001, Police Station Hare Street
 - 3.17 Goldenrod Vinimay Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 84A, Chittaranjan Avenue, Kolkata-700012, Police Station Bowbazar

- 3.18 Adishakti Promoters Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 35A, Ballygunge Park, Kolkata-700019, Police Station Karaya
- 3.19 Apricot Barter Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at Narayani Building, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street
- 3.20 Awesome Promoters Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 35A, Ballygunge Park, Kolkata-700019, Police Station Karaya
- 3.21 Edelweiss Tie Up Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at Narayani Building, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street
- 3.22 Parsley Barter Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at Narayani Building, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street
- 3.23 Wonder Vyapaar Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 99A, Park Street, Kolkata – 700016, Police Station Park Street
- 3.24 Digvijay Tie Up Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 84A, Chittaranjan Avenue, Kolkata-700012, Police Station Bowbazar
- 3.25 Tropex Vanijya Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 99A, Park Street, Kolkata – 700016, Police Station Park Street
- 3.26 Unnati Sales Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at 84A, Chittaranjan Avenue, Kolkata-700012, Police Station Bowbazar (collectively Owners, includes successors-in-interest)

And

- 3.27 Siddha Sphere LLP, a Limited Liability Partnership firm incorporated under the Limited Liability Partnership Act 2008, having its registered office at Siddha Park, 6th Floor, 99A Park Street, Kolkata-700016, Police Station Park Street (Developer, includes successors-in-interest and/or assigns)

And

- 3.28 _____

(Buyer, includes successors-in-interest).
 Owners, Developer and Buyer collectively Parties and individually Party.

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

- 4. Subject Matter of Agreement
 - 4.1 Said Flat And Appurtenances: Terms and conditions for transfer of:
 - 4.1.1 Said Flat: Residential Flat No. _____, _____ floor, super built up area approximately _____ (_____) square feet, described in Part I of the 2nd Schedule below and delineated on the Plan annexed hereto and bordered in colour Green thereon (Said Flat), in the proposed building named _____ (Said Building) of the project named "Siddha Sphere" (Said Complex), to be constructed on a plot of land in Mouza Raigachi, J.L.No. 12 within Rajarhat-Bishnupur No.1 Gram Panchayat (RBGP-I), Police Station Rajarhat, Sub-Registration District Bidhannagar, District North 24 Parganas and described in the 1st 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 Parking Space: The right to park in the parking space/s described in Part II of the 2nd Schedule below (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 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 3rd 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 roads, pathways, central drainage and sewage pipeline and STP (if any), Said Club (defined in 10.1 below), internal roads and walkways and landscaped green areas (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 developments and projects (collectively Other Siddha Projects) and shall also be enjoyed by the owners of the Other Siddha Projects (collectively Other Siddha Project Owners).

The Said Flat, the Land Share, the Parking Space (if any), the Share In Common Portions and the Easement Rights collectively described in Part III of the 2nd Schedule below (collectively Said Flat And Appurtenances).

5. Background

- 5.1 **Absolute Ownership:** The Owners have represented to the Buyer that the Owners are the joint owners of the Said Property, free from all encumbrances and the Owners are in peaceful possession thereof.
- 5.2 **Sanctioned Plans:** With the intention of developing and commercially exploiting the Said Property by constructing the Said Complex thereon and selling various flats/spaces therein (collectively Flats), the Owners have got a building plan sanctioned by the RBGP-I for construction of the Said Complex (Sanctioned Plans, which includes all sanctioned/permmissible vertical extensions and modifications made thereto, if any, from time to time).
- 5.3 **Development Agreement:** For the purpose of developing the Said Property by construction of the Said Complex thereon, the Owners entrusted the work of development of the Said Property to the Developer together with the benefit of the Sanctioned Plans, on the terms and conditions recorded in an agreement in writing (Development Agreement). In terms of the Development Agreement, the Developer has become entitled to sell, transfer, encumber or otherwise alienate or dispose off the Flats, Parking Spaces and other saleable spaces in the Said Complex and to appropriate the entire consideration therefor.
- 5.4 **Registration And Permission for Construction:** The Developer has got itself registered under the West Bengal Act XX of 1993, i.e. The West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 (Said Act), being Registration No. 96/BST/2011 dated 03/11/2011 and has obtained permission for construction of the Said Complex on the Said Property under the Said Act vide Permission No. 106/PERM/.Bst. dated 03/11/2011.
- 5.5 **Commencement of Construction:** The Developer commenced construction of the Said Complex on the Said Property and announced sale of flats comprised in the Said Complex.
- 5.6 **Scheme:** The Developer formulated a scheme for sale of the Flats in 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.
- 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 documents and understandings) 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:
- (a) **Development of Said Property and Other Siddha Projects:** The Developer intends to develop the entirety of the Said Property and the Other Siddha Projects in due course and the Buyer hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.
 - (b) **Sanctioned Plans Independent:** In pursuance of such intention, the Sanctioned Plans of the Said Complex have presently been sanctioned by RBGP-I.
 - (c) **Extent of Ownership:** The ownership rights of the Buyer are limited to the Said Flat, the Parking Space, if any, 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 (excluding the Said Club defined in Clause 10.1 below) or any other component or constituent.
 - (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 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 Easements Rights on Specified Facilities: The Buyer shall only have easement rights on the Specified Facilities (except the Said Club) 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 shall be and be deemed to be a constituent of the Specified Facilities and notwithstanding anything contained in this Agreement, 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.
- 6.1.2 Financial and Other Capacity of Buyer: The undertaking of the Buyer to the Owners and Developer 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 in the Said Property, 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 mutual agreement by and between the Parties that the measurement of the Said Flat as mentioned in this Agreement is tentative and (1) the final measurement of the Said Flat will be communicated by the Developer on completion of its construction (2) the built up area of the Said Flat shall be certified by Messieurs Agarwal & Agarwal (Architect) (3) the built up area of the Said Flat shall mean covered area of the Said Flat including area of all internal and external walls save and except area of the common partition walls with adjoining Flats in which case, such area shall be shared equally between the two Flats and such final measurement will contain a super built up component of 23% (twenty three percent) and (4) neither of the Parties shall question and/or challenge the built up area certified by the Architect, at any time or under any circumstances. The Total Price (defined in Clause 8.1 below) shall increase or decrease on the basis of the final measurement certified by the Architect. The Buyer hereby accepts the above and shall not raise any objection with regard thereto.
- 6.1.5 Parking Space Allotment: The mutual agreement by and between the Parties that (1) the Parking Space (if any has been agreed to be taken by the Buyer) shall be allotted to the Buyer after completion of construction of the Said Building but simultaneously with delivery of possession of the Said Flat (2) if covered, the Parking Space may be in the ground floor of any building in the Said Complex and if open, at any place in the ground level of the Said Property (3) if two wheeler, at any place in the ground level reserved for the parking of two wheelers only (4) the Parking Space can only be used for parking of a medium sized motor car/two wheeler of the Buyer and not for any other purposes and (5) the Buyer will have only right to park in the Parking Space. The Buyer hereby accepts the above and shall not raise any 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 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 3rd 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) Other Siddha Projects to the Said Complex and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads (2) extending, modifying and realigning the extent, area, layout and location of the Said Building/Said Complex including the Common Portions and the Specified Facilities (3) modifying the Sanctioned Plans, as may be necessary in this regard (4) granting all forms of unfettered and perpetual proportionate right of ownership and use over the Common Portions and (5)

granting all rights of user and easements over the Specified Facilities to the Intending Buyers or Other Siddha Project 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 Siddha Projects.

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 Siddha Project 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 Siddha Projects integrated/added to the Said Property.

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, the Share In Common Portions and grant of Easement

Rights over the Complex Common Portion is Rs. _____/- (Rupees _____)

And for right to park in _____ (_____) medium sized car/s and/or _____ (_____) two wheeler/s in the covered space in the basement/ground floor of any building in the Said Complex and _____ (_____)

_____ medium sized car/s and/or _____ (_____) two wheeler/s in the open space

at the ground level of the Said Property is Rs _____/- (Rupees _____)

_____) And Service Tax of Rs. _____/- (Rupees _____)

aggregating to Rs. _____/- (Rupees _____)

(collectively Total Price), to be paid in full to the Developer, 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 proportionately in the manner mentioned in Clause 6.1.4 above and does not include the Extras (defined in Clause 8.4 below).

8.2 Payment of Total Price: The Total Price shall be paid by the Buyer in the manner mentioned in the chart below, 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.

| Sl. | Payment Description | Percentage |
|-----|--|--|
| 1. | On Application | Rs.2,00,000/- (Rupees two lacs) as Application Money plus Rs.5,000/- (Rupees five thousand) as Service Tax |
| 2. | At or before the execution hereof | 20% of Total Price (less Application Money) plus Proportionate Service Tax |
| 3. | On Foundation of the Said Building | 10% of Total Price plus Proportionate Service Tax |
| 4. | On 1st Floor Roof Casting of the Said Building | 15% of Total Price plus Proportionate Service Tax |
| 5. | On 3rd Floor Roof Casting of the Said Building | 10% of Total Price plus Proportionate Service Tax |
| 6. | On 5th Floor Roof Casting of the Said Building | 10% of Total Price plus Proportionate Service Tax |
| 7. | On 7th Floor Roof Casting of the Said Building | 10% of Total Price plus Proportionate Service Tax |
| 8. | On Top Floor Roof Casting of the Said Building | 10% of Total Price plus Proportionate Service Tax |
| 9. | On Brickwork of Said Flat | 10% of Total Price plus Proportionate Service Tax |
| 10. | On Fit-Out Possession Notice of Said Flat | 5% of Total Price plus Proportionate Service Tax |

- 8.3 Notice for Payment: On happening of each event mentioned in Sl. Nos. 3 to 10 of the chart above, the Developer shall give written notice (by email, if the Buyer supplies the Buyer's email ID) 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 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 favouring Siddha Sphere LLP or such name as may be notified.
- 8.4 Extras: In addition to the Total Price, the Buyer shall also pay to the Developer, as and when demanded by the Developer, the following amounts (collectively Extras), proportionately or wholly (as the case may be) 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 and the Specified Facilities (save and except those described in the 3rd Schedule below) and improved specifications of construction of the Said Flat and/or the Said Building over and above the specifications described in the 4th Schedule below (Specifications), proportionately.
- 8.4.3 Electricity: obtaining HT/LT electricity supply from the supply agency, which is Rs.60/- (Rupees sixty) per square feet for the 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, 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 Developer and the Owners, from time to time, proportionately, if levied as a whole on the Said Complex and wholly, if levied specifically on the Said Flat And Appurtenances.
- 8.4.8 Electricity Meter for Said Flat: security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Flat, at actual.
- 8.4.9 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 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 Advisors.
- 8.4.10 Common Expenses/Maintenance Charges and Rates & Taxes: common expenses/maintenance charges described in the 5th Schedule below (Common Expenses/Maintenance Charges) along with RBGP-I Tax, Land Revenue (Khazna), surcharge, levies, cess etc. (collectively Rates & Taxes), proportionately from the Date Of Possession Notice (defined in Clause 9.6.2 below). It is clarified that the Common Expenses/Maintenance Charges shall include cost of operation, maintenance, repair and replacement of the Specified Facilities (excluding the Said Club). 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, which amount shall be utilized by the Developer for defraying Common Expenses/Maintenance Charges and Rates & Taxes for as long as the said amount permits. It is clarified that (1) the 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 Developer to the Facility Manager, after the aforesaid sum of Rs.18/- (Rupees eighteen) is exhausted (2) the supervision of maintenance of the Said Complex shall be handed over by the Developer to a body of flat owners of the Said Complex, 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 and (3) the Association shall be bound to form a common maintenance body with all similar associations of all Other Siddha Projects for supervision of maintenance of the Specified Facilities (Apex Body).
- 8.4.11 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.

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 4th 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.
- 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 Complex 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 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 May 2015 (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 Said Flat And Appurtenances or any portion thereof. 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 Parking Space: Upon construction, finishing and making the Said Flat habitable and the 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 - O u t 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 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 16th 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 morefully 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 21 (twenty one) 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 and the Parking Space, if any, 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 exclusive physical possession on the 22nd 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 outgoing (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.
- 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 and the Parking Space, if any, 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 And Appurtenances, 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 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 and the Parking Space, if any, 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 in the event the Developer extends the Said Complex by integrating/adding Other Siddha Projects as mentioned in Clause 6.1.9 above, the Buyer shall not have/raise any objection to the Developer using the water and electricity connection from the Said Property for construction/developmental work on the Other Siddha Projects.
- 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 may hand over management and upkeep of all Common Portions and the Specified Facilities (excluding those included in 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 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 specified services to the Buyer for commercial considerations (5) the ownership of the Common Portions shall vest in the Association subject to the terms of this Agreement and the Facility Manager shall merely be the service provider for rendition of specified services with regard to the Common Portions and the Specified Facilities (excluding the Said Club). and (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the co-owners of the Said Complex and Other Siddha Projects.
10. Said Club
- 10.1 For Residents: The Developer has decided to include several Specified Facilities in a social and recreational club within the Said Complex (Said Club), intended for use of all Flat owners of the Said Complex and Other Siddha Projects. It is clarified that the decision of the Developer as to which of the Specified 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, provided however, the club scheme may be modified by consent of 80% (eighty percent) or more of the co-owners of the Said Complex and 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 Complex and 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 3rd 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 Complex 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 may (at the sole discretion of the Developer and subject to availability) be managed and operated professionally through a club operation and management agency (Club Manager), to be initially engaged by the Developer.
- 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.
- 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 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 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 for Common Expenses/Maintenance Charges: Subject to the provisions of Clause 8.4.10 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)/the Apex Body (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), from the date of default till the date of payment, to the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (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 and the Specified Facilities.
- 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 floor on and above the top roof of the Said Building and/or make other constructions elsewhere on the Said Property/Said Complex and/or Other Siddha Projects and the Buyer shall not obstruct or object to the same. 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 Specified Facilities 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 (2) if the area of the Said Building/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 the Formation of Association and Apex Body: The Buyer admits and accepts that the Buyer and other Intending Buyers of Flats in the 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 (excluding the Said Club). 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 the Buyer: The Buyer shall:
- (a) Co-operate in Management and Maintenance: co-operate in the management and maintenance of the Said Building, 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 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 Property. 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 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 such type of air-conditioners (window or split) 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 air-conditioners and collapsible gates are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

- (h) No Sub-Division: not sub-divide the Said 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) No Nuisance and Disturbance: not use the Said Flat or the Common Portions or the Specified Facilities or the 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.
- (k) 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.
- (l) No Obstruction to Developer/Facility Manager/Association/Apex Body: not obstruct the Developer/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 Parking Space, if any).
- (m) 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 Parking Space, if any.
- (n) 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.
- (o) 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.
- (p) No Injurious Activities: not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space, if any, or the Common Portions and the Specified Facilities.
- (q) No Storing Hazardous Articles: not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Parking Space, if any.
- (r) 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.
- (s) No Floor Damage: not keep any heavy articles or things that are likely to damage the floors or operate any machine save usual home appliances.
- (t) No Installing Generator: not install or keep or run any generator in the Said Flat and the Parking Space, if any.
- (u) No Use of Machinery: not install or operate any machinery or equipment except home appliances.
- (v) No Misuse of Water: not misuse or permit to be misused the water supply to the Said Flat.
- (w) No Damage to Common Portions and Specified Facilities: not damage the Common Portions and the Complex Common Portions 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.
- (x) No Hanging Clothes: not hang or cause to be hung clothes from the balconies of the Said Flat.

- 11.1.11 Notification Regarding Letting: If the Buyer lets out or sells the Said Flat And Appurtenances or portion thereof, the Buyer shall immediately notify the Facility Manager/Association of the tenant's 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 Said Complex/other portions of the Said Property, 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 Property/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 Property/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.
- 11.2 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 No Creation of Encumbrance: The Owners and the Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Buyer in respect of the Said Flat And Appurtenances, subject to the Buyer fulfilling all terms, conditions and obligations of this Agreement.
- 11.2.3 Documents: The Developer shall provide to the Buyer copies of all available documents.
12. Termination and its Effect
- 12.1 Breach of Buyer's Covenants: In the event the Buyer (1) fails to make payment of the Total Price, Extras and other charges, or (2) fails to perform the obligations on the part of the Buyer to be performed in terms of this Agreement or (3) neglects to perform any of the Buyer's Covenants, this Agreement shall, at the option of the Developer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyer all payments received till that date, without any interest, after deducting 10% (ten percent) of the Total Price. In the event the Developer condones the delay of any payment due under this Agreement, the Buyer shall be liable to pay interest @ 18 % (eighteen percent) per annum for the period of delay (computed from the date the payment became due till the date of payment) on all amounts due and outstanding. 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 delay 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 at the then prevailing savings bank rate of interest.
- 12.3 Effect: Upon termination of this Agreement due to any of the circumstances mentioned in Clauses 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 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 and Service 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 Service Tax, 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 Developers are advised by their consultant that the Owners and/or Developers 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, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Developer shall at its own costs remove the defects. This will however not entitle the Buyer to refuse to take possession of the Said Flat and if the Buyer does so, the provisions regarding deemed possession as contained in Clause 9.6.1 and 9.6.2 above shall apply and all consequences mentioned therein shall follow.
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.
 - 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 the 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 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:

- (a) 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.
- (b) 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.
- (c) 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.

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 duplicate 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 4th 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. Alternative 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 Architects) (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.

1st Schedule
(Said Property)

Land contained in R.S./L.R. Dag Nos. 620, 621, 622, 623, 624 and 625, recorded in L.R. Khatian Nos. 2020, 2021, 2022, 2023, 2024, 2025 and 2174 all in Mouza Raigachi, J.L. No.12, within Rajarhat-Bishnupur I No. Gram Panchayat, Police Station Rajarhat, Sub-Registration District Bidhannagar, District North 24 Parganas.

2nd Schedule
Part I
(Said Flat)

Residential Flat No. _____, _____ floor, super built up area approximately _____ (_____) square

feet, in the Said Building named _____ forming part of the Said Complex named Siddha Sphere, to be constructed on a portion of the Said Property described in the 1st Schedule above. The lay out of Said Flat is delineated on the Plan annexed hereto and bordered in colour Green thereon.

Part II
(Parking Space)

The right to park _____ (_____) medium sized car/s/ and/or _____ (_____) two wheeler/s in the covered space in the basement/ground floor of any building in the Said Complex and _____ (_____) medium sized car/s and/or _____ (_____) two wheeler/s in the open space at the ground level of the Said Property, which (1) shall be allotted to the Buyer after completion of construction of the Said Complex and (2) can only be used for parking of a medium sized motor car/two wheeler of the Buyer, as the case may be, and not for any other purposes.

Part III
(Said Flat And Appurtenances)
[Subject Matter of Agreement]

The Said Flat, being the flat described in Part I of the 2nd 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 right to park in the Parking Space, being the car/two wheeler parking space/s described in Part II of the 2nd 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 3rd 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 Complex and Other Siddha Projects, subject to the terms and conditions of this Agreement.

3rd Schedule
(Common Portions)

| | |
|---|--|
| • Lobby at the ground level of the Said Building | • Lobbies on all floors and staircase(s) of the Said Building |
| • Lift machine room(s) and 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 | • Fire fighting system in the Said Building |
| • Lift(s) and allied machineries in the Said Building | • External walls of the Said Building |

4th Schedule
(Specifications)

Structure : RCC framed construction with infill brick walls.

Internal Walls : Cement plastering overlaid with smooth, impervious plaster-of-paris.

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 exterior finish of the highest quality.

5th Schedule
(Common Expenses/Maintenance Charges)

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 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 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.

| | |
|--------------------------------------|-------------------------------------|
| Power Point Buildcon Private Limited | Aadharseela Dealers Private Limited |
| Aadharseela Tower Private Limited | Power Point Dealers Private Limited |
| Power Point Reality Private Limited | Sun View Infracon Private Limited |
| Aadharseela Tie Up Private Limited | Riya Projects Private Limited |
| Paramount Trexim Private Limited | Power Point Tie Up Private Limited |
| Power Point Tracom Private Limited | Siddha Projects Private Limited |
| Barberry Commotrade Private Limited | Camellia Barter Private Limited |
| Camomile Tie-Up Private Limited | Gladiolus Vinimay Private Limited |
| Goldenrod Vinimay Private Limited | Adishakti Promoters Private Limited |
| Apricot Barter Private Limited | Awesome Promoters Private Limited |

| | |
|----------------------------------|---------------------------------|
| Edelweiss Tie Up Private Limited | Parsley Barter Private Limited |
| Wonder Vyapaar Private Limited | Digvijay Tie Up Private Limited |
| Tropex Vanijya Private Limited | Unnati Sales Private Limited |

Authorized Signatory
[Sellers]

Authorized Signatory

[Buyer]

Witnesses :

Signature _____

Signature _____

Name _____

Name _____

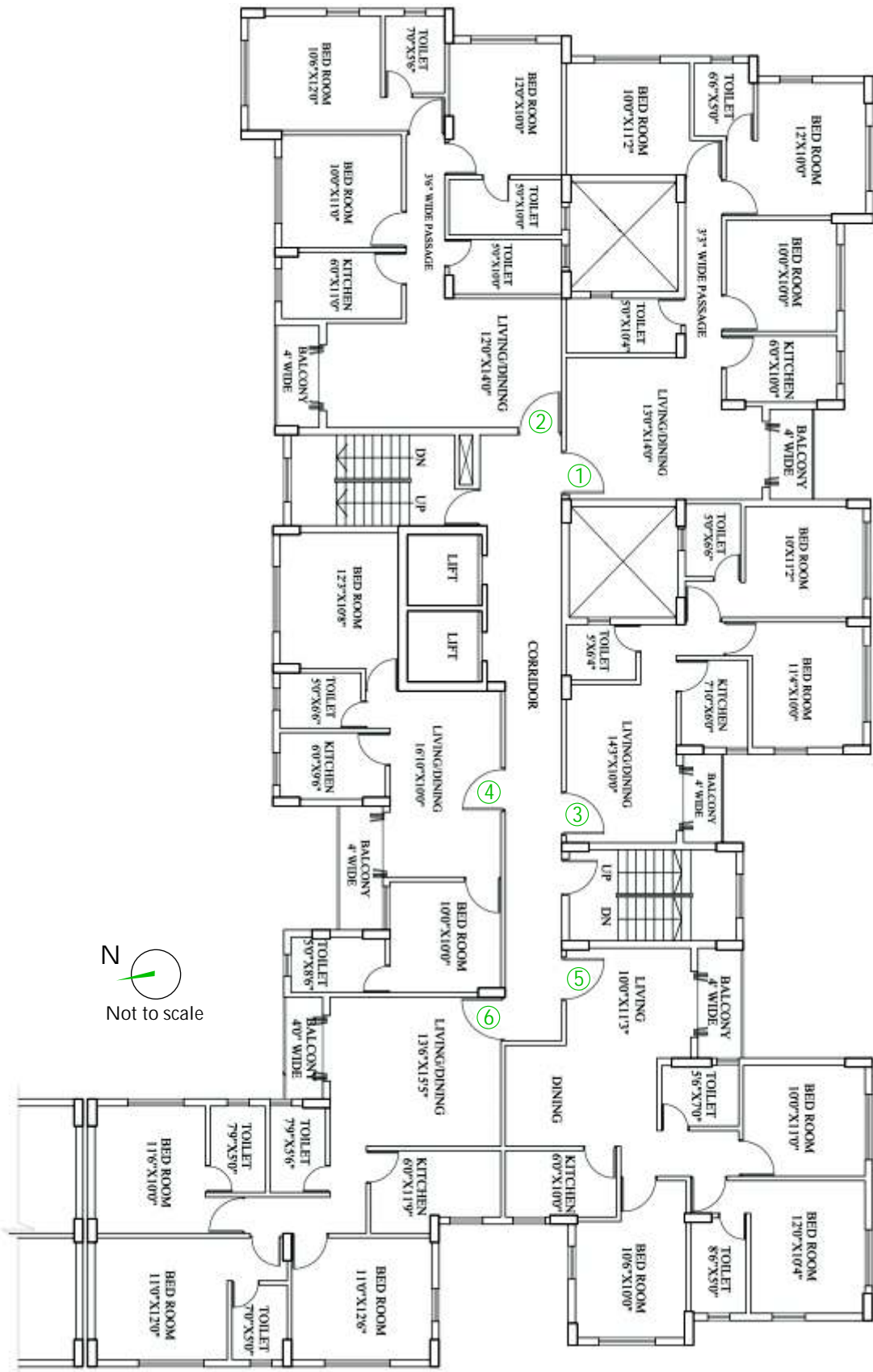
Father's Name _____

Father's Name _____

Address _____

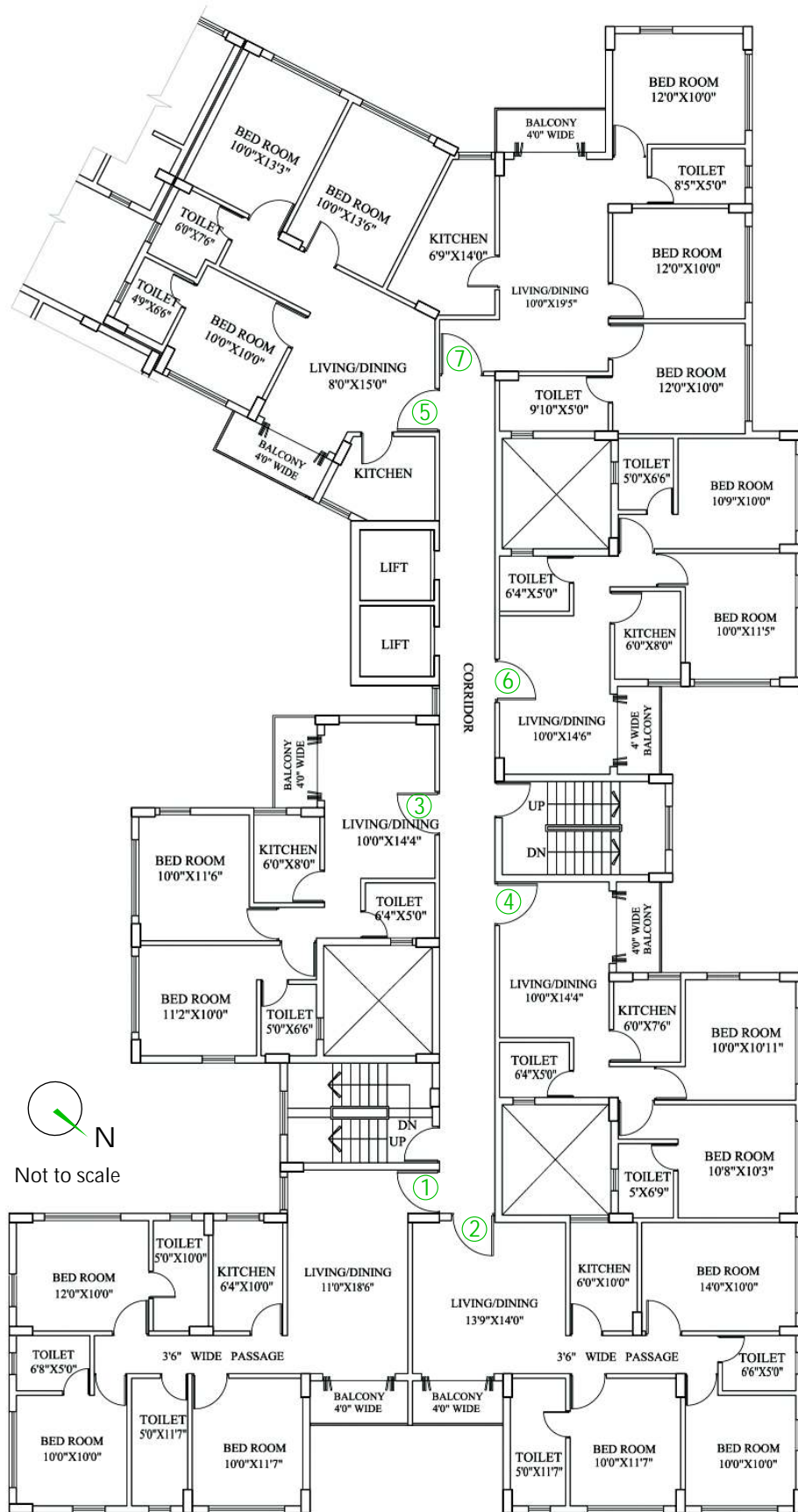
Address _____

TYPICAL FLOOR PLAN - DELLA



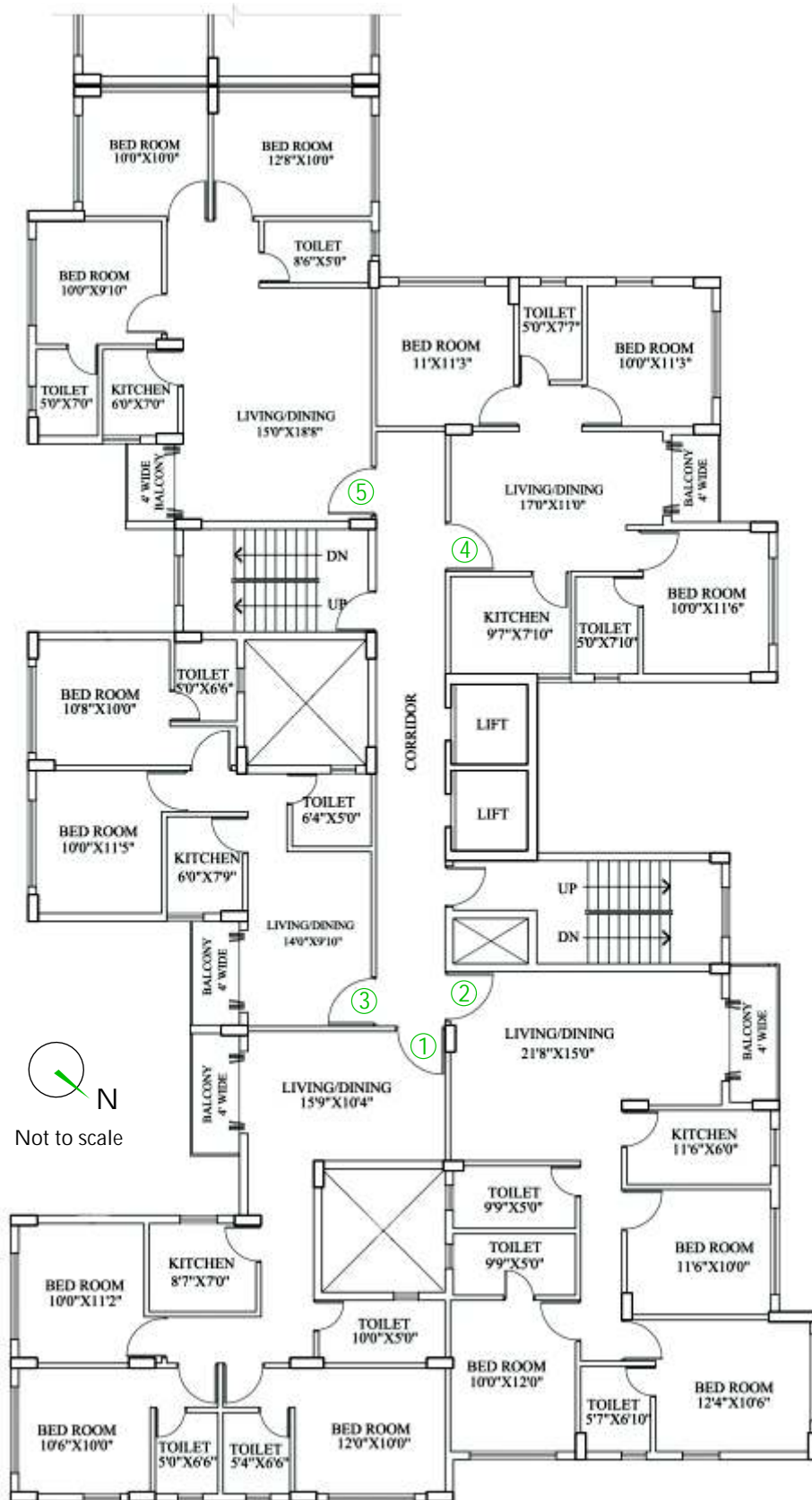
Flat No. : _____ Floor : _____ Building : _____

TYPICAL FLOOR PLAN - OCEANIA



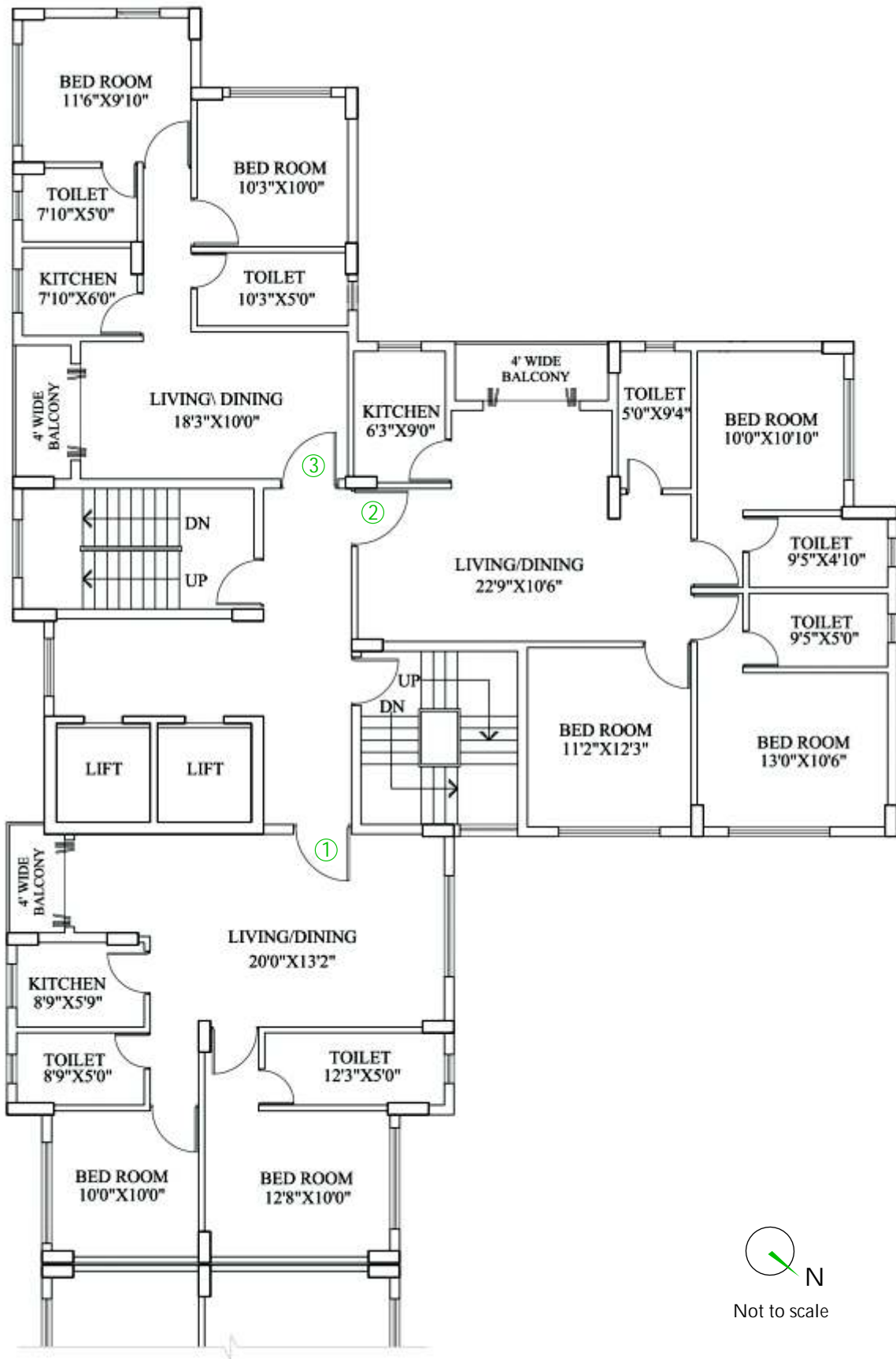
Flat No. : _____ Floor : _____ Building : _____

TYPICAL FLOOR PLAN - ALTURA



Flat No. : _____ Floor : _____ Building : _____

TYPICAL FLOOR PLAN - OLIVIA



Flat No. : _____ Floor : _____ Building : _____

Developed by

SIDDHA[™]
RECREATING REALITY
AN ISO 9001:2008 COMPANY

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