

**THIS AGREEMENT FOR SALE (“Agreement”)** executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2019

**BY AND BETWEEN**

**DISPLAY VINIMAY PRIVATE LIMITED**, a Company, incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AACCD3498G, CIN- U51109WB2005PTC103092, represented by **its Director Mr. Vikash Diwan son of Shri Murari lal Diwan, having his I.T. PAN:ADPPD2790L; Aadhar:314214729341; and residing at 92/1, 2<sup>ND</sup> floor,, Alipore Road,Chetla, Circus Avenue Kolkata-700027** hereinafter referred to as “the **PROMOTER / DEVELOPER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or nominees and assigns) of the **FIRST PART**

**AND**

(1) **LABHESHWARI DEALER PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AABCL6727H, CIN- U51109WB2009PTC136107, (2) **ASPIRATION COMMODITY MARKET PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista , Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN - AAJCA7383A, CIN- U52190WB2011PTC165964, (3) **POLYGON VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at at Green Vista , Atghara, Rajarhat Main Road, Kolkata- 700 136 , PAN- AAFCP2266D, CIN- U51909WB2009PTC139218, (4) **NILAMBAR VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata-700 136, PAN- AADCN1163D, CIN- U51909WB2009PTC139243, (5) **NEW EDGE VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCN1164E, CIN- U51909WB2009PTC139219, (6) **STRONG VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista , Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AANCS5336B, CIN- U51909WB2009PTC139217, (7) **GRACE VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCG5919L, CIN- U51109WB2009PTC139352, (8) **FAVOURITE TRADECOMM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AABCF4182E, CIN- U51909WB2009PTC137033, (9) **SUBHANKAR DEALER PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AANCS4721 L, CIN- U51909WB2009PTC136729, (10) **FLOWERS VINIMAY PRIVATE LIMITED**, a

Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AABCF6201G, CIN-U51909WB2010PTC154058, (11) **DHRUVTARA DEALTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCD6150C, CIN-U51909WB2010PTC154056, (12) **SITARAM VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136 PAN- AAOCS9494B, CIN-U51909WB2010PTC154059, (13) **GEET VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAECG0629C, CIN-U51909WB2010PTC154358, (14) **KAMAL DEALMARK PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAECK1336N, CIN-U51909WB2010PTC154061, (15) **SIMPLE DEALMARK PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAOCS9491E, CIN-U51909WB2010PTC154060, (16) **ADITYA DEALMARK PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAICA9362J, CIN-U51909WB2010PTC154062, (17) **GLITTERS VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAECG0031A, CIN-U51909WB2010PTC154057, (18) **DESERVE DEALERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCD8227C, CIN-U51909WB2010PTC152013, (19) **LINKWISE VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN-AACCL0226E, CIN-U51909WB2010PTC152014, (20) **SOFTLINK SUPPLIERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAPCS7509C, CIN-U51900WB2010PTC152015, (21) **GALLANT VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAECG2343P, CIN-U51909WB2010PTC152016, (22) **MANGALKARI PRATISTHAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAGCM2051E, CIN-U51909WB2009PTC137302, (23) **APNAPAN SUPPLIERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAGCA0072K, CIN-U51109WB2005PTC104208 (24) **RENOVATE SUPPLIERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCR2698K, CIN-U51109WB2005PTC103459, (25) **SARWAR AGENCY KOLKATA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata—700136 PAN- AASCS6302A, CIN-U51109WB2005PTC102608, (26) **KUBER VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN-AACCK7869E, CIN-U51109WB2005PTC103701 (27) **MAXIM ENCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN-AAECM6172C, CIN-U70101WB2005PTC103532 (28) **DAGGER MERCHANTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AACCD3500B, CIN-U51109WB2005PTC103700, (29) **DHANLAXMI PRATISTHAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCD2528E, CIN-

U51909WB2009PTC136731, (30) **LUCKDHAN DEALERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista , Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AABCL2422P, CIN-U51109WB2005PTC103697, (31) **NABROOP SALES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista , Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AACCN2743E, CIN-U51109WB2005PTC103076, (32) **HECTOR DISTRIBUTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AABCH6820R, CIN-U51109WB2005PTC103455 (33) **PROTECT VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCP8532E, CIN-U51103WB2005PTC103179 (34) **DEEPJYOTI DEALERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AACCD3497K, CIN-U51109WB2005PTC103454 (35) **RISHIKESH VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AACDCR2701B, CIN-U51109WB2005PTC103715 (36) **DAMODAR AGENCIES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AACCD3496J, CIN-U51109WB2005PTC103167 (37) **LAGAN COMMODITIES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AABCL1762E, CIN-U51109WB2005PTC103458 (38) **COMPARE MERCHANTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata— 700 136, PAN- AACCC7879A, CIN-U51109WB2005PTC103334 (39) **FANTOM VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAACF9705A, CIN-U51109WB2005PTC103711 (40) **VASUNDHRA VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista , Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AACCV2281K, CIN-U51109WB2005PTC103186 (41) **SINDHU VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista , Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAJCS7481B, CIN-U51109WB2005PTC103101, (42) **NEUTRAL VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AACCN4013B, CIN-U51109WB2005PTC103337, (43) **SADASIV VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAJCS7962D, CIN-U51109WB2005PTC103699 (44) **SUHAGAN MARKETING PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista , Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAJCS7685R, CIN-U51109WB2005PTC103208 (45) **PRAYAG DEALCOMM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCP8616K, CIN-U51109WB2005PTC103702 (46) **SITARA VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAKCS3698H, CIN-U51109WB2005PTC104206 (47) **ROCKET VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AACDCR2555B, CIN-U51109WB2005PTC103199 (48) **SURYA KIRAN VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAKCS9386C, CIN-U51109WB2007PTC112348, (49) **TARANA TIEUP PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green

Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN-AACCT5555C, CIN-U51109WB2005PTC104205 (50) **SAKSHI DISTRIBUTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN-AAJCS7959L, CIN-U51109WB2005PTC103712 (51) **DHANPATI TIEUP PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Green Vista, Atghara, Rajarhat Main Road, Kolkata— 700 136, PAN-AACCD3422A, CIN-U51109WB2005PTC103336, (52) **NEPTUNE VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN-AACCN2815P, CIN-U51909WB2005PTC103456, (53) **GULMOHOR AGENCY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN-AACCG5592L, CIN-U51109WB2005PTC103088, (54) **ESQUIRE VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Green Vista , Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN-AABCE7848L, CIN-U51109WB2006PTC112327, (55) **PARIJAT VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCP8614M, CIN-U51109WB2005PTC103170, (56) **PANCHMUKHI VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCP8617J, CIN-U51109WB2005PTC103714, (57) **CORNFLOWER TRADELINK PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AACCC9114C, CIN-U51109WB2006PTC107287, (58) **BHAGIRATHI CONSULTANCY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata—700 136, PAN- AACCB9662Q, CIN-U74140WB2006PTC107091 (59) **ANUMODAN SUPPLIERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata—700 136, PAN- AAMFA5621P, CIN-U51109WB2005PTC103713 (60) **FASTMOVE ADVISORY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata—700 136, PAN- AABCF0185F, CIN-U51109WB2006PTC107048, (61) **PASSION VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata—700 136, PAN- AADCP8458R, CIN-U51109WB2005PTC103102, (62) **FORCEFUL COMMERCIAL PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AABCF4180G, CIN-U51909WB2009PTC135456 (63) **FORCEFUL DEALER PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AABCF4181H, CIN-U51101WB2009PTC136111, (64) **BAVICON VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCB8955D, CIN-U51101WB2009PTC139222, (65) **GOLDSTAR VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCG5852A, CIN-U51909WB2009PTC139253, (66) **GALLANT VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCG5850C, CIN-U51101WB2009PTC139252, (67) **SUPERIOR VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AANCS5337A, CIN-U51909WB2009PTC139250, (68) **DREAMLAND VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCD2679J, CIN-U51909WB2009PTC139251, (69) **GETWELL COMMODITY MARKET PRIVATE LIMITED**,

a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAECG3644B, CIN-U52190WB2011PTC165975, (70) **JIBAN JYOTI RETAILS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AACCG6520H, CIN-U52190WB2011PTC165966, (71) **SUPERLATIVE VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAQCS2151P, CIN-U52190WB2011PTC165960, (72) **AAWAGAMAN COMMERCIAL PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAGCA0073J, CIN-U51109WB2005PTC104209, **all represented by their Constituted Attorney** Mr. Vikash Diwan son of Shri Murari Lal Diwan, having his I.T. PAN:ADPPD2790L; Aadhar:314214729341; and residing at 92/1, 2<sup>ND</sup> floor,, Alipore Road,Chetla, Circus Avenue Kolkata-700027 by occupation business, by Nationality Indian, appointed vide Power of Attorney dated \_\_\_\_\_ registered with the \_\_\_\_\_, in Book \_\_\_\_\_ Volume No. \_\_\_\_\_ Pages \_\_\_\_\_ to \_\_\_\_\_ Being No. \_\_\_\_\_ for the year \_\_\_\_\_, hereinafter collectively referred to as “the **OWNERS / LAND OWNERS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective successors or successors-in-office and/or assigns) of the **SECOND PART**

**AND**

**(1) MR./ MRS.** \_\_\_\_\_, **PAN-** \_\_\_\_\_, son/daughter/wife of Mr. -----  
 ----- **AND (2) MR./ MRS.** \_\_\_\_\_, **PAN-** \_\_\_\_\_, son/daughter/wife of  
 Mr. -----, both residing at \_\_\_\_\_ hereinafter  
 referred to as “the **ALLOTTEE / PURCHASER**” of the **THIRD PART**:

The Promoter, the Owners and the Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

**WHEREAS:**

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Bigger Property Owners (as hereinafter defined) and the Promoter are jointly seized and possessed of and/or otherwise well and sufficiently entitled to the Bigger Property (as hereinafter defined) and the Smaller Property Owners (as hereinafter defined) are seized and possessed of and/or otherwise well and sufficiently entitled to the Smaller Property (as hereinafter defined), with both the Bigger Property and the Smaller Property jointly constituting the said Premises (as hereinafter defined) described in **PART-III of the FIRST SCHEDULE** hereunder written. Devolution of title in respect of the Bigger Property is set out in the **SIXTH SCHEDULE** hereunder written.
- C. By and in terms of the Development Agreements (as hereinafter defined), the respective Owners (i.e. the Bigger Property Owners and the Smaller Property Owners) have irrevocably permitted and granted exclusive right to the Promoter to develop their respective properties (i.e. the Bigger Property and the Smaller Property) by constructing New Building/s thereat for mutual benefit and for the consideration and on the terms and conditions therein contained, with liberty to the Promoter to sell, transfer and dispose of or agree to sell transfer and dispose off all the Units in the Housing Complex (save those specifically agreed to be allotted to Smaller Property Owners) to the person or persons desirous of owning or otherwise acquiring

the same for the consideration and on the terms and conditions as be decided by the Promoter in its absolute decision. The Bigger Property Owners have executed power/s of attorney in favour of the Promoter and/or its nominees for the purposes of construction development and transfer of units, parking spaces etc., in the Bigger Property and the Smaller Property have executed power/s of attorney in favour of the Promoter and/or its nominees for the purposes of construction development and transfer of units, parking spaces etc., allotted to the Promoter in the Smaller Property.

- D. The said Premises is earmarked for the purpose of building a Project (as hereinafter defined).
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Premises on which the Project is to be constructed have been completed;
- F. The concerned authorities have granted permission to construct as hereinbefore mentioned.
- G. The Promoter has obtained the sanctioned plan for the Bigger Property from the concerned authorities as mentioned in the Definition No. xxix) of Annexure "A" (being the definition of Plan) hereinbelow. The Promoter agrees and undertakes that it shall not make any changes to these plans, to the extent the same relates to Phase-IIA (as hereinafter mentioned), except in strict compliance with section 14 of the Act and other laws as applicable and save to the extent as mentioned in the Definition No. xxix) of Annexure "A" (being the definition of Plan) hereinbelow. The Promoter intends to obtain sanction of plan for construction of new building at the Smaller Property from the concerned authorities as mentioned in the Definition No. xxix) of Annexure "A" (being the definition of Plan) hereinbelow;
- H. The Promoter has registered the Block-5, Block-6, Block-7, Block-8, Block-9 and Multi-Level Car Parking Block of the Project (**being Phase-IIA**) under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration No. \_\_\_\_\_.
- I. The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ for allotment of the **said Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** hereunder written, and also hereinbelow:

**All That** the **Residential Flat / Apartment bearing No.** \_\_\_\_\_ containing a **Carpet Area** of \_\_\_\_\_ **Square Feet** [**Built-up Area** whereof being \_\_\_\_\_ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) / Open Terrace being \_\_\_\_\_ Square Feet)] more or less on the \_\_\_\_\_ floor, Lobby-\_\_\_\_\_ of the \_\_\_\_\_ Block in **Phase-IIA** at the Bigger Property of the Housing Complex "**Urban Greens**" at the said Premises described in the **First Schedule** hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in "**RED**".

**With** Right to park \_\_\_\_\_ medium sized motor car/s in the open compound of the said Premises, location to be decided by the Promoter on or before the Deemed Date of Possession.

**With** Right to park \_\_\_\_\_ medium sized motor car/s in the covered space in the Ground Floor/Basement of the \_\_\_\_\_ Block, location to be decided by the Promoter on or before the Deemed Date of Possession.

**With** Right to park \_\_\_\_\_ medium sized motor car/s in the covered space in the Ground Floor/Basement of the \_\_\_\_\_ Block, on the basis of sharing of the entry and exit of the motor car, to and from the Covered Space, commonly with the covered

space being No.\_\_\_\_, location to be decided by the Promoter on or before the Deemed Date of Possession.

**With** Right to park \_\_\_\_ Two-Wheeler/s (i.e. motor-cycle, scooter etc.) in the open compound of the said Premises, location to be decided by the Promoter on or before the Deemed Date of Possession.

**With** Right to park \_\_\_\_ medium sized Two-Wheeler/s (i.e. motor-cycle, scooter etc.) in the covered space in the Ground Floor/Basement of the \_\_\_\_ Block, location to be decided by the Promoter on or before the Deemed Date of Possession.

- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project;
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit as specified in para-I above;
- N. The Allottee has examined and got themselves fully satisfied about the title of the Owners to their respective premises and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

The Allottee have also seen and inspected the Development Agreements and fully understood the contents purport scope and meaning thereof and the rights and powers of the Promoter thereunder, including as regards sale of the said Unit, and agrees and covenants not to raise any objection with regard thereto.

The Allottee has fully understood the scheme of development of the Housing Complex herein envisaged and are fully aware of the fact that the Promoter intends to undertake development at the Bigger Property (or part thereof) and the Smaller Property in Phases as hereinbefore mentioned and all developments together are to form a single Housing Complex and that all the Common Areas and Installations at both the Bigger Property (both Phases) and the Smaller Property shall be for common use of all the allottees/unit-holders of the entire Housing Complex (i.e. both the Bigger Property and the Smaller Property) and that all allottees/unit-holders shall have the limited right of common user and enjoyment thereof subject to compliance of the rules and regulations applicable thereto and payment of common expenses pertaining thereto without having any share/ ownership therein.

The Allottee is also fully aware of the fact that inasmuch as the development of the said Premises is intended to be undertaken by the Promoter in Phases / Sub-Phases under different plans as elsewhere herein mentioned, not all of the Common Areas and Installations may be available for use by the allottees / unit-holders of units in the buildings / blocks at the said Premises till such time the development of the entire Housing Complex is completed, and only thereafter shall all the Common Areas and Installations (including the Club) shall be available for use by the allottees of units in common with each other.

The Allottee is also aware of the fact that various plans have been sanctioned by the concerned authorities from time to time and sanction of various plans are further proposed to be obtained from the concerned authorities for construction at the Bigger Property and the Smaller Property as hereinbefore mentioned; and the plans shall also include all fresh sanctions and/or sanctionable modifications from time to time and/or additions and/or alterations thereto as may be made from time to time by the Promoter and/or the respective Owners. The Allottee has also noted and is aware of the fact that in case additional constructions are sanctioned by the concerned authorities in respect of the Bigger Property and/or the Smaller Property, then the Promoter and the respective Owners (as per arrangement between them) shall be entitled to construct and deal with the same, to which the Allottee hereby consents. The Allottee is also aware of the fact and consents and admits that in case there be construction of additional floors / areas, the proportionate undivided share of the Allottee in the Common Areas and Installations (including the land, if and as applicable) shall be and/or is likely to stand reduced. The Allottee is also aware of the fact that in as much as the Phase-II at the Bigger Property is intended to be developed / launched in two sub-phases, being Phase-IIA and Phase-IIB, and since this agreement pertains only to Phase-IIA, the Promoter and the Bigger Property Owners shall be entitled to cause modification / revision / alteration etc., of the Plan to the extent the same relates to Phase-IIB and/or obtain fresh sanction and/or avail and consume therein any additional / higher area / FAR, if available in future; and the Allottee shall have no objection with regard thereto and hereby consents to the same and no further consent / no objection of the Allottee shall be required therefor.

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

1. **TERMS :**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para I;

1.2 The Total Price for the Apartment based on the carpet area is **Rs.\_\_\_\_\_** (Rupees \_\_\_\_\_ only) ("Total Price") as also mentioned in **Part-I** of the **Fifth Schedule** hereunder written, break up whereof is as follows:

<b>Head</b>	<b>Price</b>
(i) Apartment No _____, Floor _____; Lobby-____; Block _____; Phase-IIA at the Bigger Property; Carpet Area _____; Built-up Area _____;	Rs. _____
(ii) Preferred Location Charges - _____;	Rs. _____
(iii) Preferred Location Charges - Floor Rise;	Rs. _____
(iv) Preferred Location Charges - South Facing;	Rs. _____
(v) exclusive right to use the attached open space measuring _____ Sq. Ft. as garden;	Rs. _____
(viii) _____ number and _____ type Car parking at _____ level;	Rs. _____
(xix) _____ number Two Wheeler parking at _____ level;	Rs. _____



Add : GST	Rs. _____
	<b>Rs.</b> _____
<b>Total Price:</b>	<b>Rs.</b> _____

Explanation :

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which are presently levied, in connection with the construction of the Project payable by the Promoter by whatever name called) up to the date of handing over the possession of the Apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased / reduced based on such change/modification;

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee unless the increase is attributable to any act or omission of the Allottee;

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes recovery of price of land comprised in Phase-IIA the Bigger Property (proportionate share), construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with POP, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project described in Part I and Part II (Facilities, Amenities & Specifications) of the **Third Schedule** herein. However, the total price excludes the maintenance charges and the Extra Charges and Deposits as set out in Clause 1.2.2 below.

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

1.2.2 In addition to the Total Price aforesaid, the Allottee shall, before the Date of Possession / Date of Commencement of Liability or the date of demand by the Promoter, whichever be earlier, also pay the following amounts:

**(a) Extra Charges:**

- i) Proportionate share of the costs, charges and expenses for installation of the Generator with its equipments and accessories for supply of power to units from such Generator during power failure, which has been fixed and agreed at Rs.30,000/= for 1.00KW of Power and Rs. 42,500/= for 1.50 KW of Power. In addition, GST at applicable rates will be applicable on the above amounts.
- ii) The proportionate share of the total amount of Security Deposit and other costs payable to the electricity authorities for the electric meter/s for maintenance lighting running and operating the Common Areas and Installations, which the Parties have mutually estimated and shall be calculated @ Rs.98/- per square feet on Built-up area of the Said Unit, payable on or before the Deemed Date of Possession of the said Unit. The Purchaser shall apply to electricity authorities for obtaining direct electric meter in respect of the said Unit at their own cost and expenses and shall pay Security Deposit and other costs payable to electricity authorities, directly.
- iii) The fees and/or legal charges of the Advocates for preparation of this Agreement and Conveyance, being Rs.40,000/- (Rupees Forty Thousand) only, out of which one-half is payable on or before signing this agreement and the balance one-half is payable on or before the Deemed Date of Possession and/or execution of the Conveyance, whichever is earlier.
- iv) The Allottee will be required to pay, on demand, to the Promoter or to the Concerned Authorities, as may be so decided by the Promoter, the applicable stamp fees and registration fees on execution and registration of this agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof **and** also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration.  
  
The Allottee is aware that stamp duty on this agreement is payable on ad-valorem basis on the market value of the said Unit and the Allottee is bound to register this agreement, failure to do so will be construed as default on part of the Allottee.
- v) Any tax, duty, levy etc., by whatever name called, that may hereafter be imposed / made applicable by the government / authorities, including Goods and Services Tax.
- vi) Charges/ expenses for the Club Facilities, payable by the Purchaser shall be calculated @ Rs.98/- per square feet on Built-up area of the Said Unit, payable on or before the Deemed Date of Possession of the said Unit.
- vii) The proportionate costs and charges for formation of Association being a sum of Rs. 1000.00 (Rupees One Thousand Only).
- viii) Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaking due to any subsequent legislation / government order or directives or guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and firefighting equipment in the common areas only as prescribed in the existing fire fighting code/ regulations.
- ix) Goods and Service Tax on the above amounts.

**(b) Deposits:**

The Allottee shall deposit and keep deposited with the Promoter, on demand, the following sums of money with the Promoter against the respective heads herein below mentioned, to remain in deposit with the Promoter and in the event of any default by the Allottee in making payment of the respective amounts within the due dates and in the manner mentioned hereunder, the Promoter in its sole discretion and without prejudice to the other rights and remedies available to the Promoter, shall be entitled to meet the amount/s under default out of the said deposits **And** upon the Promoter informing the Allottee of such default and of meeting such payment from/out of the said deposit, the Allottee shall make up the said deposit to its full amount within seven days of receiving such information from the Promoter:

- i) A sum **calculated @ 20/- only per** Square foot of the Built-up Area of the said Unit towards rates and taxes in respect of the said Unit;
- ii) A sum **calculated @ Rs.42/- only** per Square foot of the Built-up Area of the said Unit towards maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written);
- iii) **Goods and Service Tax on the above amounts.**

1.2.2.1 Nothing contained above shall affect or derogate the right of the Promoter to claim any amount on account of Extras and Deposits at any time after the delivery of possession in case the Promoter delivers possession of the said Unit without receiving the same and the Allottee shall be liable to pay all such amount within 30 (thirty) days of receiving a notice from the Promoter in this behalf.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the schedule date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the allottee.

1.4 The Allottee (s) shall make the payment as per the payment plan set out in the **Part-II** of the **Fifth Schedule** hereunder written ("**Payment Plan**").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments **@ 9% per** annum for the period by which the respective installment has been postponed. The provision for

allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (all in respect of the Phase-IIA at the Bigger Property) and the nature of fixtures, fittings and amenities described in **Part-I and Part-II of the Third** Schedule hereunder written (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment or Project, as the case may be without the previous written consent of the Allottee as per the provisions of the Act **Provided That** nothing herein contained shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals G & N and Definition No. xxix of Annexure "A"** (being the definition of Plan) of the **Annexure "A"** hereto. Provided that the Promoter may (without being obliged) make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Project / Building is complete and the occupancy / completion certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than **three percent** of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have right to use the Common Areas which may be transferred to the Association of the Allottees. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas alongwith other occupants, maintenance staff, Promoter and all persons permitted by the Promoter etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall handover the common areas of the Project to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act. It is clarified that the right of the Allottee to use the common facilities and amenities shall always be subject to the payment of the maintenance charges and other applicable charges from time to time;
- (iii) That the computation of the price of the Apartment includes recovery of price of land comprised in Phase-IIA of the Bigger Property (proportionate share), construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with POP, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications to be as provided within the Apartment and the Project and set out in Part I and Part II of the **Third Schedule** (Facilities, Amenities & Specifications).
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be, with prior written intimation and appointment and subject to the safety conditions in force at the said premises.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with parking rights (if any), Balcony / Verandah / Open Terrace / exclusive open space for garden (if any) etc., as applicable, shall be treated as a single indivisible unit for all purposes.

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

1.11 The Allottee has paid a sum of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)** only (in short "the **Booking Amount**") as booking amount being part payment towards the total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (**Part-II of the Fifth Schedule**) as may be demanded by the Promoter within the time and in the manner specified therein;

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## 2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/Demand Draft/Bankers Cheque or online payment (as applicable) in favour of **"DISPLAY VINIMAY PRIVATE LIMITED"** payable at **Kolkata**.

## 3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES**

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

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the

signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

#### 4. **ADJUSTMENT/APPROPRIATION OF THE PAYMENTS**

The Allottee authorizes the promoter to adjust/appropriate all payments made by him/her under any head (s) of dues against lawful outstanding of the Allottee against the Apartment if any, in his/her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

#### 5. **TIME IS ESSENCE**

The Promoter shall abide by the time schedule for completing the Phase-IIA of the project as disclosed at the time of registration of the project with the authority and towards handing over the Apartment to the Allottee and the common areas to the association of the allottees or the competent authority, after receiving the occupancy certificate or the completion certificate or both, as the case may be.

#### 6. **CONSTRUCTION OF THE PROJECT/APARTMENT**

The Allottee has seen the proposed plan, specifications, amenities and facilities of the Apartment and accepted the Payment Plan, floor plans, and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Municipal Laws and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act and/or as elsewhere stated in this agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement. **Provided That** nothing herein contain shall derogate or prejudice or affect the Promoter's rights and entitlements with regard to the matters connected to the plan and the additions alteration thereof as contained in **Recitals G & N and Definition No. xxix of Annexure "A"** (being the definition of Plan) of the **Annexure "A"** hereto.

#### 7. **POSSESSION OF THE APARTMENT**

7.1 **Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter, assures to hand over possession of the Apartment along with ready and complete common areas (as be applicable) with all specifications, amenities and facilities comprised in the Phase-IIA of the project on or before **31.12.2023, unless** there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the

Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate or completion certificate (which may be partial), whichever be applicable, from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of such certificate **Subject To** the terms of the Agreement and the Allottee making payment of the entire balance consideration and all other amounts and deposits payable by the Allottee to the Promoter hereunder and fulfilling all his other covenants / obligations herein. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy / completion certificate subject to the Allottee making payment on account of stamp duty, registration fee etc., **Provided Further That** the Promoter shall not be liable to deliver possession of the Apartment to the Allottee nor to execute or cause to be executed any Sale Deed or other instruments until such time the Allottee makes payment of all amounts agreed and required to be paid hereunder by the Allottee and the Allottee has fully performed all the terms conditions and covenants of this Agreement and on the part of the Allottee to be observed and performed until then]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Promoter shall handover the copy of the occupancy certificate / completion certificate of the apartment to the Allottee at the time of conveyance of the same.

7.2.1 It is clarified that the Promoter shall be deemed to have duly complied with all its obligations in case the Promoter issues notice of completion to the Allottee on or before the date mentioned in Clause 7.1 above.

**7.3 Failure of Allottee to take Possession of Apartment** : Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 and all other outgoings.

7.3.1 In case the Allottee fails or neglects to take possession of the said Unit as and when called upon by the Promoter as aforesaid or where physical delivery has been withheld by the Promoter on grounds of breach / default by the Allottee, the Allottee shall be liable to pay guarding / holding charges @ Rs.5/- (Rupees Five only) per square foot per month of the built-up area comprised in the said Allottee's Flat, plus GST (if applicable), from the Deemed Date of Possession / Date of Commencement of liability to the actual date when the physical possession is taken by the Allottee. In addition, the Allottee shall be required to pay maintenance charges and applicable municipal rates & taxes and other outgoings of the Housing Complex / Unit (proportionately or wholly as the case may be) from the Deemed Date of Possession / Date of Commencement of liability.

**7.4 Possession by the Allottee** – After obtaining the occupancy / completion certificate (as applicable) and handing over physical possession of all the apartments to the allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the promoter shall handover the necessary document and plans including common areas, to the association of Allottees or the competent authority, as the case may be within thirty days after obtaining the occupancy / completion certificate (whichever be applicable).

**7.5 Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act :

Provided that where the allottee proposes to cancel / withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount, with applicable taxes. The balance amount of money paid by the allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

#### **7.6 Compensation**

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason; the promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over the possession of the Apartment which shall be paid by the promoter to the Allottee within 45 days of it becoming due.

### **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter and the Land Owner (as applicable) hereby represent and warrant to the Allottee as follows :

(i) The Land Owners have represented and warranted that they have absolute, clear and marketable title with respect to the **Land of Phase-IIA**; the Promoter has requisite rights to carry out development upon the **Land of Phase-IIA** and absolute, actual, physical and legal possession of the said Land for the project;

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

(iii) The Land Owners represent and warrant that there are no encumbrances upon the **Land of Phase-IIA**; However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter / Land Owners may already have created mortgage and/or charge on the said Premises or any part thereof and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or



otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

(iv) There are no litigations pending before any Court of law or authority with respect to the said Land, Project or the Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said Land, Building/s and Apartments and common areas;

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

(vii) The promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

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

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees or the competent authority, as the case may be;

(x) The said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Premises;

(xi) The Promoter / Land Owners have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the occupancy / completion certificate has been issued and possession of Apartment or Project, as the case may be, along with, common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;

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

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES**

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

(i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

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

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

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty five days of receiving the termination notice;

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

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

(i) In case the Allottee fails to make payments for demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules.

(ii) In case of Default by the Allottee under the condition listed above continues for a period beyond 2 months after notice from the Promoter in this regard, the promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to the Promoter by the allottee after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated and such refund shall be subject to sale of the said Unit / Apartment in the meantime by the Promoter and amounts having been received by the Promoter from the new transferee thereof.

Provided that the promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

## 10. **CONVEYANCE OF THE SAID APARTMENT**

The Promoter on receipt of total Price of the Apartment as per para 1.2 under the Agreement from the Allottee and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the Apartment within 3 (three) months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Allottee.

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 (three) months from the date of issue of occupancy certificate / completion certificate. However, the Promoter may require execution of the Sale Deed in favour of the Allottee simultaneously with the delivery of possession of the Apartment to the Allottee and the Promoter shall not be obliged to deliver possession of the Apartment to the Allottee unless the Allottee executes and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period

mentioned in the notice, the Allottee authorized the promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the promoter is made by the Allottee. All liabilities owing to such non-registration shall be to the account of the Allottee and the Allottee shall indemnify and keep the Promoter saved harmless and indemnified of from and against all losses damages costs claims demands suffered or incurred to likely to be suffered or incurred by the Promoter.

**Land Owners' Confirmation:** The Land Owners have been made party to these presents to confirm the Allottee that the Land Owners shall join in as party to the deed/s of conveyance or transfer that would be executed and registered by the Promoter for sale of the Apartment in favour of the Allottee without claiming any consideration or additional consideration from the Allottee. The Land Owners' obligation is limited to transfer of land comprised in Phase-IIA of the Bigger Property, which may either be in favour of Allottees individually or the Association of Allottees, as may be applicable.

The Promoter and the Land Owners have agreed to sell and transfer the proportionate undivided indivisible impartible variable share in the Common Areas and Installations attributable to the Apartment for the benefit of the Allottee and unless the laws for the time being in force otherwise requires such sale and transfer to be carried out in favour of the Association, the same shall be conveyed in favour of the Allottee as part of the said Unit, to which the Allottee hereby agrees.

It is expressly agreed and made clear that in case the laws for time being in force require the transfer of the Common Areas and Installations and/or the Land comprised in the Bigger Property or the relevant Phase / Sub-Phase to be carried out in favour of the Association or else, then the deed of conveyance in respect of the said Unit shall be so executed and registered by the Promoter and Land Owners in favour of the Allottee (i.e. sans the proportionate share in the Common Areas and Installations and/or the proportionate share in the Land comprised in Phase-IIA of the Bigger Property, as applicable).

#### 11. **MAINTENANCE OF THE SAID HOUSING COMPLEX /APARTMENT/PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of the completion certificate of the project. The cost of such maintenance shall be payable separately in addition to the Total Price of the Apartment.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas And Installations of the Project are contained in **Annexure "B"** hereto and all the Allottees of Apartments / Units shall be bound and obliged to comply with the same.

#### 12. **DEFECT LIABILITY**

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

It is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and

determine the nature of such defect, alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the para immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fittings and fixtures shall be maintained and covered by the maintenance/warranty contracts in order to continue the warranty in both the Apartment and the common amenities/facilities in the Project.

It is also agreed that the obligation and liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or the Association of Allottees and/or any other person or if the related annual maintenance contract and other licenses are not validly maintained by the Allottee/Association of Allottees/Competent Authority.

The Allottee has been made aware and expressly agrees that the regular wear and tear of the Apartment/Building Block/Project excludes minor hairline cracks on the external and internal walls (excluding RCC structure) which happens due to variation of temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/Association of Allottees, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state whether there is any structural defect or any other defect in workmanship, quality or provision of services in terms of the aforesaid agreed clauses of this Agreement.

### **13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

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

### **14. USAGE**

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

### **15. COMPLIANCE WITH RESPECT TO THE APARTMENT :**

**15.1** Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment, and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair

and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building / Project is not in any way damaged or jeopardized.

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

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

#### 16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES**

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

#### 17. **ADDITIONAL CONSTRUCTIONS**

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

#### 18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

However, for obtaining financial assistance and/or loans from Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and/or charge on the said Premises and shall be at liberty to create further mortgages and/or charges in respect of the said Premises or any part thereof, and the Allottee hereby consents to the same **Provided However that** at the time of execution of the deed of conveyance / transfer in terms hereof, the Promoter assures to have the said Unit released from any such mortgage and/or charge, if any, with intent that the Allottee, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Promoter.

#### 19. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of the laws pertaining to apartment ownership.

#### 20. **BINDING EFFECT**

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

## 21. **ENTIRE AGREEMENT**

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

## 22. **RIGHT TO AMEND**

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

## 23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES**

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

## 24. **WAIVER NOT A LIMITATION TO ENFORCE**

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

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

## 25. **SEVERABILITY**

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

**26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee (s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments / Units in the Project.

**27. FURTHER ASSURANCES**

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

**28. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar / Registrar. Hence this Agreement shall be deemed to have been executed at the place mentioned hereinafter.

**29. NOTICES**

Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by Registered Post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by Registered Post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

**30. JOINT ALLOTTEES**

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

**31. SAVINGS :**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the apartment or project, as the case may be, prior to the execution and registration of this Agreement for sale for such apartment or project, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for sale or under the Act or the rules or the regulations made thereunder.

**32. GOVERNING LAW**

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

**33. DISPUTE RESOLUTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled in accordance with the Arbitration And Conciliation Act, 1996.

34. **RESTRICTIONS ON ALIENATION:** Before taking actual physical possession of the said Unit in terms of this agreement and execution and registration of the Sale Deed to be executed in pursuance hereof, the Allottee shall not deal with, let out, encumber, transfer or alienate the said Unit or his rights under this Agreement without the consent in writing of the Promoter first had and obtained in writing **Provided That** the Allottee may transfer or alienate the said Unit or its rights under this Agreement with the consent in writing of the Promoter and after the Allottee having made payment of the entirety of all amounts payable hereunder to the Promoter and not being in default in observance of his obligations under this Agreement **And Subject Nevertheless To** the following terms and conditions:
- i) The Allottee shall be entitled to have transfer of the said Unit in its own favour or in favour of their nominee Provided That in case the Allottee shall require the transfer to be made in favour of its nominee then the Allottee shall be bound to pay to the Promoter a nomination fee/ charge **equivalent to 3% (Three percent)** of the total consideration and similar fee shall be payable for all subsequent nominations (it being clarified that for the purpose of calculating the nomination fee/ charge for subsequent nominations, the total consideration shall be the aggregate of the total consideration herein mentioned plus the nomination bargain money/ profit of the transferor/ appointer, including all interim nomination bargain moneys/ profits in cases of multiple nominations) **AND** in case so required by the Promoter or the nominee of the Allottee, the Allottee shall join and also cause all intervening nominees to join in the deed of transfer as parties. All such nominations shall be subject to approval of the Promoter who shall be entitled to refuse such approval without assigning any reason;
  - ii) The Promoter or the Owners shall not be required to be a party to any nomination transfer or alienation as aforesaid and shall consent to such nomination transfer or alienation only upon being paid the fee/ charge as aforesaid;
  - iii) Any such nomination transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Allottee to be observed fulfilled and performed;
  - iv) The Allottee shall have previously informed the Promoter in writing of the full particulars of such nominee/ transferee;
  - v) Under no circumstances, the Allottee shall be entitled to let out the said Unit before possession of the said Unit is delivered to the Allottee in terms hereof and the Allottee having duly made payment of all amounts payable hereunder and having duly complied with all the Allottee' obligations hereunder.
  - v) All stamp duty and registration charges, legal fees and other charges and outgoings as maybe occasioned due to aforesaid transfer / nomination / alienation shall be payable by the Allottee or its transferee.
- 34.1 It is clarified that any change in applicant's control or ownership (if being a Company or a partnership or an LLP etc.) shall come within the purview of such nomination / assignment / transfer and be subject to the above conditions.



34.2 Transfer of the said Unit after the Promoter has executed / caused to be executed the deed of conveyance of the said Unit in favour of the Allottee shall not be governed by this clause.

35. **OTHER PROVISIONS:**

35.1 The Allottee shall not in any manner cause any objection obstruction interference hindrance impediment or interruption at any time hereafter in obtaining sanction of plans and/or in the construction or completion of construction of or in the Housing Complex or other parts of the said Premises in any manner (notwithstanding the delivery of possession of the said Unit to the Allottee in the meantime and notwithstanding there being temporary inconvenience in the use and enjoyment thereof by the Allottee) nor shall at any time hereafter do or omit to be done anything whereby the construction or development of the Building/s or the Housing Complex or the said Premises or any Phase thereof or the sale or transfer of the other Units in the Housing Complex is in any way interrupted or objected or obstructed or interfered or interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Allottee or because of any act or omission on the part of the Allottee, the Promoter or the Owners are restrained from construction / development as aforesaid and/or transferring and disposing of the other units therein then and in that event without prejudice to such other rights the Promoter or the Owners may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Owners for all losses damages costs claims demands actions and proceedings that may be suffered or incurred by the Promoter or the Owners or any of them.

35.2. Save the said Unit, the Allottee shall have no nor shall claim any right whatsoever or howsoever over and in respect of the other flats / units and spaces or store-rooms or constructed areas or parking spaces at the said Premises or the Housing Complex or the Building/s thereat.

35.3 Without prejudice to the aforesaid, in particular the Allottee admits and acknowledges the fact that certain flats may have the exclusive open to Sky Terrace / Gardens attached to their respective flats and shall have exclusive right of user of the same independent of all others and the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in any manner whatsoever or howsoever.

35.4 The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.

35.5 The rights of the Allottee in respect of the said Unit under this agreement can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.

35.6 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.

35.7. The Promoter shall have the right to grant to any person the exclusive right to park motor cars / two wheelers and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the Buildings / Blocks at the said Premises and also the covered spaces in the Buildings / Blocks (including parking spaces but not the one

expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper.

- 35.8 Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or parking spaces at the said Premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.
- 35.9 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that the Promoter/ Owners shall be entitled to additional constructions/ floors as may be sanctioned/ sanctionable by the concerned authorities which the Promoter and relevant Owners (as per arrangement between them) shall be entitled to construct and deal with as they may in their absolute discretion deem fit and proper, to which the Allottee hereby consent and shall not raise any objection with regard thereto, including with regard to the fact that owing to construction of such additional floors/ construction, the proportionate undivided share of the Allottee in the Common Areas and Installations (including the land, if and as applicable) shall be and/or is likely to stand reduced and for which the Allottee shall not claim or demand any reduction/ variation in the consideration payable hereunder by the Allottee.
- 35.10 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter and the Owners (as per arrangement between them) shall be exclusively entitled to all future horizontal and vertical exploitation of the said Premises and each of them lawfully, including by way of raising further storey or stories on the roofs for the time being of the Building / Blocks or any of them and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises viz. lifts, water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the Allottee's share in the Common Areas and Installations (including the land of **Phase-IIA**, if and as applicable) shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and the Owners (as per arrangement between them) and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.
- 35.11 It is expressly agreed understood and clarified that the Promoter and/or the Owners shall be absolutely entitled to enter into any agreement or arrangement with the owners of any adjoining properties on such terms as be agreed with the owners of such adjoining properties (including by way of purchase of the same or by joint development/ venture or otherwise as the Promoter and/or the Owners may deem fit and proper). In such event, such additional land added on to the said Premises (hereinafter for the sake of brevity referred to as the "**Enlarged Property Under Development**") shall increase the scope and ambit of the development envisaged by the Owners and the Promoter and the proportionate share of the Allottee in various

matters may stand varied owing to such additional land / development and the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter/ Owners on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and the Owners and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter and/or the Owners.

- 35.12 The Promoter and/or the Owners may in their absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining/ contiguous to the said Premises thereby allowing/ permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities or some of them, and the Allottee hereby consents to the same.
- 35.13 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right in perpetuity to install its own glow signs and signages at the Main Entrance of the Housing Complex, the Ultimate Roof/s of the Buildings, Club Entrance etc., without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the ultimate roofs for the time being of the Buildings / Blocks or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same. The Promoter shall also be entitled to enter upon the Housing Complex or any part thereof with or without men materials and vehicles for the purpose of repairs replacements renovations etc., thereof;
- 35.14. The Allottee shall have no connection whatsoever with the Allottees / buyers of the other Units / Apartments and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees / Unit Holders (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 35.15 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 35.16 For the purpose of facilitating the payment of the consideration, the Allottee shall be entitled to apply for and obtain financial assistance from recognised banks and/or financial institutions. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Promoter shall be entitled and is hereby authorised by the Allottee to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Allottee and the Bank and/or financial institution, Subject However To the Promoter being assured of all amounts being receivable for sale and transfer of the said Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/s from such bank and/or financial institution. Further, in case the Allottee desires to transfer the said Unit, then the Allottee shall at its own costs be obliged to bring / obtain the requisite NOC from the concerned financing Bank / Financial Institution / Lender.

- 35.17 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations and/or the land comprised in the said Premises or any part / phase / sub-phase thereof are required and to be transferred to the Association / Maintenance Company etc., then the Promoter and/or the Land Owners, as per their respective entitlements, shall be entitled to do so and the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allottees / Unit Holders (including the Allottees herein) proportionately and the Promoter and/or the Land Owners shall not be liable therefor in any manner and the Allottee and the other Allottees / Unit Holders shall keep the Promoter and the Land Owners fully indemnified with regard thereto;
- 35.18 In the event the Promoter undertakes development of and launches the Phase-IIB at the said Bigger Property prior to commencement of conveyance and transfer of units comprised in Phase-IIA (which is a sub-phase of Phase-II at the Bigger Property), then notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that the allottees / unit-holders of both Phase-IIA and Phase-IIB shall have proportionate undivided share in the land comprised in the entirety of the Phase-II at the Bigger Property - and not merely in their respective sub-phases.
- 35.19 The Allottee shall be and remain responsible for and indemnify the Land Owners and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the Housing Complex or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Land Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Land Owners and the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 35.20 In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and upkept by and at the costs and expenses of the allottee thereof.
- 35.21 The Project / Housing Complex at the said Premises shall bear the name "**Urban Greens**" unless changed by the Promoter from time to time in its absolute discretion.
- 35.229The paragraph headings do not form a part of the agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE** : (including joint buyers)

**SIGNED AND DELIVERED BY THE WITHIN NAMED  
PROMOTER :**

**SIGNED AND DELIVERED BY THE WITHIN NAMED  
LAND OWNERS:**

**For and on behalf of:**

- (1) LABHESHWARI DEALER PRIVATE LIMITED
- (2) ASPIRATION COMMODITY MARKET PRIVATE LIMITED
- (3) POLYGON VANIJYA PRIVATE LIMITED
- (4) NILAMBAR VANIJYA PRIVATE LIMITED
- (5) NEWEDGE VANIJYA PRIVATE LIMITED
- (6) STRONG VANIJYA PRIVATE LIMITED
- (7) GRACE VANIJYA PRIVATE LIMITED
- (8) FAVOURITE TRADECOMM PRIVATE LIMITED
- (9) SUBHANKAR DEALER PRIVATE LIMITED
- (10) FLOWERS VINIMAY PRIVATE LIMITED
- (11) DHRUVTARA DEALTRADE PRIVATE LIMITED
- (12) SITARAM VINCOM PRIVATE LIMITED
- (13) GEET VINIMAY PRIVATE LIMITED
- (14) KAMAL DEALMARK PRIVATE LIMITED
- (15) SIMPLE DEALMARK PRIVATE LIMITED
- (16) ADITYA DEALMARK PRIVATE LIMITED
- (17) GLITTERS VINCOM PRIVATE LIMITED
- (18) DESERVE DEALERS PRIVATE LIMITED
- (19) LINKWISE VINIMAY PRIVATE LIMITED
- (20) SOFTLINK SUPPLIERS PRIVATE LIMITED
- (21) GALLANT VINTRADE PRIVATE LIMITED
- (22) MANGALKARI PRATISTHAN PRIVATE LIMITED
- (23) APNAPAN SUPPLIERS PRIVATE LIMITED
- (24) RENOVATE SUPPLIERS PRIVATE LIMITED
- (25) SARWAR AGENCY PRIVATE LIMITED
- (26) KUBER VANIJYA PRIVATE LIMITED
- (27) MAXIM ENCLAVE PRIVATE LIMITED
- (28) DAGGER MERCHANTS PRIVATE LIMITED
- (29) DHANLAXMI PRATISTHAN PRIVATE LIMITED
- (30) LUCKDHAN DEALERS PRIVATE LIMITED
- (31) NABROOP SALES PRIVATE LIMITED
- (32) HECTOR DISTRIBUTORS PRIVATE LIMITED
- (33) PROTECT VYAPAAR PRIVATE LIMITED
- (34) DEEPJYOTI DEALERS PRIVATE LIMITED
- (35) RISHIKESH VANIJYA PRIVATE LIMITED
- (36) DAMODAR AGENCIES PRIVATE LIMITED
- (37) LAGAN COMMODITIES PRIVATE LIMITED
- (38) COMPARE MERCHANTS PRIVATE LIMITED
- (39) FANTOM VANIJYA PRIVATE LIMITED
- (40) VASUNDHARA VYAPAAR PRIVATE LIMITED
- (41) SINDHU VINIMAY PRIVATE LIMITED
- (42) NEUTRAL VYAPAAR PRIVATE LIMITED
- (43) SADASIV VANIJYA PRIVATE LIMITED
- (44) SUHAGAN MARKETING PRIVATE LIMITED
- (45) PRAYAG DEALCOMM PRIVATE LIMITED,
- (46) SITARA VANIJYA PRIVATE LIMITED
- (47) ROCKET VYAPAAR PRIVATE LIMITED
- (48) SURYA KIRAN VANIJYA PRIVATE LIMITED
- (49) TARANA TIEUP PRIVATE LIMITED
- (50) SAKSHI DISTRIBUTOR PRIVATE LIMITED
- (51) DHANAPATI TIEUP PRIVATE LIMITED
- (52) NEPTUNE VANIJYA PRIVATE LIMITED
- (53) GULMOHOR AGENCY PRIVATE LIMITED
- (54) ESQUIRE VANIJYA PRIVATE LIMITED
- (55) PARIJAT VANIJYA PRIVATE LIMITED
- (56) PANCHMUKHI VYAPAAR PRIVATE LIMITED
- (57) CORNFLOWER TRADELINK PRIVATE LIMITED
- (58) BHAGIRATHI CONSULTANCY PRIVATE LIMITED

- (59) ANUMODAN SUPPLIERS PRIVATE LIMITED
- (60) FASTMOVE ADVISORY PRIVATE LIMITED
- (61) PASSION VANIJYA PRIVATE LIMITED
- (62) FORCEFUL COMMERCIAL PRIVATE LIMITED
- (63) FORCEFUL DEALER PRIVATE LIMITED
- (64) BAVISCON VANIJYA PRIVATE LIMITED
- (65) GOLDSTAR VANIJYA PRIVATE LIMITED
- (66) GALLANT VANIJYA PRIVATE LIMITED
- (67) SUPERIOR VINIMAY PRIVATE LIMITED
- (68) DREAMLAND VANIJYA PRIVATE LIMITED
- (69) GETWELL COMMODITY MARKET PRIVATE LIMITED
- (70) JIBAN JYOTI RETAILS PRIVATE LIMITED
- (71) SUPERLATIVE VINCOM PRIVATE LIMITED
- (72) AAWAGAMAN COMMERCIAL PRIVATE LIMITED

Authorised Signatory

**WITNESSES TO ALL THE ABOVE:**

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_
  
2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**SCHEDULES**

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**PART-I  
(Bigger Property)**

**ALL THAT** piece and parcel of land admeasuring 670.44 Decimal, (as per Record of Rights- 692.71 Decimal), lying and situated at Mouza- Atghara, J.L. No.10, comprised in R.S./L.R. Dag Nos. 444, 444/882, 445, 446, 447 (P), 448 (P), 457 to 469, 508 to 513, 518, 527 to 551, 551/883, 552 to 556, 556/884, 695, 707 to 711 & 720 to 724, duly recorded in L.R. Khatian Nos.1457 to 1469,1593 to 1602,1615 to 1618,1837 to 1843,1845 to 1848, 1862, 1965, 1969 to 1980, 1997 to 2004, 2204 to 2208, 2211, 2212 & 2214 to 2219, within the limit of Ward No. 12 of Bidhannagar Municipal Corporation (previously under- Rajarhat Gopalpur Municipality), under Police Station- Baguiati, District- North 24 Parganas.

**Details of Land Comprised in Phase-I:**

**ALL THAT** piece and parcel of land admeasuring 193.14 Decimal, comprised in R.S./L.R. Dag No. 444, 444/882, 445, 446, 447 (P), 448 (P), 458 to 469, 510 to 512, 518 (P), and 541 to 549, being a part of the Bigger Property hereinbefore mentioned.

**Details of Land Comprised in Phase-II:**

**ALL THAT** piece and parcel of land admeasuring 477.30 Decimal, lying and situated at Mouza- Atghara, J.L. No.10, comprised in R.S./L.R. Dag Nos.457 to 459, 508, 509, 513, 527 to 540, 549 to 551, 551/883, 552 to 556, 556/884, 695, 707 to 711 & 720 to 724, being a part of the Bigger Property hereinbefore mentioned.

**PART-II  
(Smaller Property)**

**ALL THAT** piece or parcel of plot of land admeasuring 34.18 Decimal, more or less, lying and situated at Mouza- Atghara, J.L. No.10, comprised in R.S./L.R. Dag Nos. 470, 471, 472, 473, 503, 505, 506, 507, 508, 509, 513, 514 & 515, recorded in L.R. Khatian Nos. 2171, 2132, 2335 & 2298, within the limit of Ward No. 12 of Bidhannagar Municipal Corporation (previously under- Rajarhat Gopalpur Municipality), under Police Station- Baguiati, District- North 24 Parganas.

**PART-III  
(said Premises)**

**ALL THAT** piece and parcel of land admeasuring 704.62 Decimal, lying and situated at Mouza- Atghara, J.L. No.10, comprised in R.S./L.R. Dag Nos. 444, 444/882, 445, 446, 447 (P), 448 (P), 457 to 473, 503, 505 to 515, 518, 527 to 551, 551/883, 552 to 556, 556/884, 695, 707 to 711 & 720 to 724, duly recorded in L.R. Khatian Nos.1457 to 1469,1593 to 1602,1615 to 1618,1837 to 1843,1845 to 1848, 1862, 1965, 1969 to 1980, 1997 to 2004,

2204 to 2208, 2211, 2212, 2214 to 2219, 2171, 2132, 2335 & 2298, within the limits of Ward No.12 of the Bidhannagar Municipal Corporation (formerly Ward No. 9, of Rajarhat Gopalpur Municipality), P.S. Rajarhat (currently Baguiati), District North 24 Parganas, **being both the Bigger Property and the Smaller Property.**

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(UNIT)**

**All That** the **Residential Flat / Apartment** bearing No. \_\_\_\_\_ containing a **Carpet Area** of \_\_\_\_\_ **Square Feet** [**Built-up Area** whereof being \_\_\_\_\_ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) / Open Terrace being \_\_\_\_\_ Square Feet)] more or less on the \_\_\_\_\_ floor, Lobby- \_\_\_\_\_ of the \_\_\_\_\_ Block in **Phase-IIA** at the Bigger Property of the Housing Complex "**Urban Greens**" at the said Premises described in the **First Schedule** hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in "**RED**".

**With** Right to park \_\_\_\_ medium sized motor car/s in the open compound of the said Premises, location to be decided by the Promoter on or before the Deemed Date of Possession.

**With** Right to park \_\_\_\_ medium sized motor car/s in the covered space in the Ground Floor/Basement of the \_\_\_\_\_ Block, location to be decided by the Promoter on or before the Deemed Date of Possession.

**With** Right to park \_\_\_\_ medium sized motor car/s in the covered space in the Ground Floor/Basement of the \_\_\_\_ Block, on the basis of sharing of the entry and exit of the motor car, to and from the Covered Space, commonly with the covered space being No.\_\_\_\_, location to be decided by the Promoter on or before the Deemed Date of Possession.

**With** Right to park \_\_\_\_ Two-Wheeler/s (i.e. motor-cycle, scooter etc.) in the open compound of the said Premises, location to be decided by the Promoter on or before the Deemed Date of Possession.

**With** Right to park \_\_\_\_ medium sized Two-Wheeler/s (i.e. motor-cycle, scooter etc.) in the covered space in the Ground Floor/Basement of the \_\_\_\_ Block, location to be decided by the Promoter on or before the Deemed Date of Possession.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**PART-I**

**(Common Areas and Installations)**

1. Land comprised in the Phase-II at the Bigger Property or the relevant Sub-Phase thereof, as applicable, subject to the Clause **35.18** hereinabove.
2. **Club Facilities as follows (which are common to all Phases and Sub-Phases, notwithstanding the location thereof), subject to the clarification mentioned hereinbelow:**
  - i) In Phase-I:
    - a) 1 Badminton Court;
  - ii) In Phase-IIA (tentative):
    - a) 2 Badminton Courts, one in ground and one on roof of MLCP;



- b) Stepped Amphi Court;
- c) Multi-purpose Court on top roof of Multi Level Car Park;
- d) Party Lawn/ Children's outdoor play area on roof of Multi Level Car Park (MLCP);
- e) Multi purpose hall. Squash Court, Games Room, Hobby Room, Children's Play Area, Creche, etc.

iii) In Phase-IIB (tentative), subject to the clarification mentioned hereinbelow:

- a) 1 Badminton Court;
  - b) Swimming Pool;
  - c) Mini Party Lawn;
  - d) Kids Play area
  - e) Covered Sit-out
  - f) Fitness Garden
3. Entrance and exit gates of the Project.
  4. Paths, passages and driveways in the Project other than those reserved by the Promoter for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Promoter for use of itself or any unit-holder / occupant.
  5. Entrance Lobbies.
  6. Staircases upto the ultimate top floor (below the roof) alongwith their full and half landings.
  7. Transformer/s and Transformer room, if any.
  8. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobbies and landings and other common areas and operating the lifts and separate electric meter/s and meter room / space.
  9. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes therefrom connecting to different Units and space / room for pump and motor.
  10. Overhead water tank and Underground water reservoir for water storage and for fire fighting.
  11. Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the building and from the buildings / blocks to the municipal drain.
  12. Room / Space for darwan / security guard at appropriate place in the Project.
  13. Boundary walls.
  14. Common toilet/s.
  15. Top Roofs of the Blocks / Buildings and staircover room;
  16. Space provided for Generator;
  17. Space provided for Water Filtration Plant;
  18. Other common parts, areas, equipments, installations, fixtures, fittings and spaces in or about the Project as are necessary for the use and occupation of the flats in common and as are specified by the Promoter expressly to be the common areas after construction of the said Project;

**It is clarified that** the Common Areas and Installations shall not include the parking spaces and other open and covered spaces at the Housing Complex / Premises and the Building/s which the Promoter / Land Owners may use for themselves or permit to be used for the purpose of parking cars, two wheelers and other vehicles and/or for other purposes **nor** shall include roofs/terraces at different floor levels attached to any particular Flat / Apartment **nor** shall include the exclusive greens / gardens attached to any particular Flat / Apartment, and the Promoter / Land Owners shall in their absolute right deal therewith to which the Allottee hereby consents.

**It is further clarified that** the development of the said Premises having been undertaken by the Promoter in Phases / Sub-Phases under different plans for both the Bigger Property and the Smaller Property, not all of the Common Areas and

Installations may be available for use till such time the development of the entire Housing Complex is completed, and only thereafter shall all the Common Areas and Installations (including the Club) shall be available for use, which fact the Allottee is aware of and hereby acknowledges. It is further clarified that in the unlikely event that the Phase-IIB is not developed or launched at all, then the same shall not form part of the Project / Housing Complex and the land of Phase-IIB shall be divided and demarcated and/or partitioned from Phase-IIA and retained by the Promoter and the Bigger Property Owners and the Allottees of Phase-IIA shall not have any claim or demand with regard thereto and the Promoter shall try and accommodate the specific common facilities proposed thereat (mainly **the swimming pool**) at any other portion of Phase-IIA / Phase-I / Smaller Property.

**PART-II**  
**(Specifications of construction)**

**Specification:**

- Structure: RCC framed construction.
- Internal walls: Cement plastering overlaid with smooth, impervious plaster-of-paris.
- Doors: wooden door frame with flush doors.
- Windows: Aluminum windows with large panes.
- Flooring: Vitrified tile flooring in all bedrooms, living/dining room and common areas.
- Kitchen: Floor vitrified/ceramic tiles, counter tops granite with steel sink, dados ceramic tiles up to a height of 2feet from the granite top.
- Toilet: floor ceramic tile flooring, dados ceramic tiles up to a 6feet.
- Sanitary ware: White, high quality porcelain fittings. Chromium plated fittings of Jaquar or equivalent. Geyser points in all bathrooms and one washing machine point in balcony.
- Electrical: Superior quality concealed wiring with the modular switches and miniature circuit breakers. TV socket and broadband connection.
- Exterior: Latest weather proof non-fading exterior finish.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(Common Expenses)**

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roofs (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Housing Complex and enjoyed or used by the co-owners in common with each other, main entrance and exit gates, landings and staircases of the Buildings/Blocks in the Housing Complex and enjoyed by the co-owners in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Housing Complex so enjoyed or used by the co-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running operating maintaining etc., of all machines equipments and installations comprised in the Common Areas and Installations [including but not limited to the Lifts, Water Pump with Motor, Generator, Deep Tube Well etc., if and as applicable] and also the costs of repairing, renovating and replacing the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker,

plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus and other emoluments and benefits.

4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the said Housing Complex and premises, including the title to the land, and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**PART-I**

The **Consideration** payable by the Allottee to the Promoter for sale of the said Unit shall be as follows:-

<b>Head</b>	<b>Price</b>
(i) Apartment No _____, Floor _____; Lobby-____; Block _____; Phase-____ at the Bigger Property; Carpet Area _____; Built-up Area _____;	Rs. _____
(ii) Preferred Location Charges - _____;	Rs. _____
(iii) Preferred Location Charges - Floor Rise;	Rs. _____
(iv) Preferred Location Charges - South Facing;	Rs. _____
(v) exclusive right to use the attached open space measuring _____ Sq. Ft. as garden;	Rs. _____
(viii) _____ number and _____ type Car parking at _____ level;	Rs. _____
(vix) _____ number Two Wheeler parking at _____ level;	Rs. _____
Add : GST	Rs. _____
	<b>Rs.</b> _____
<b>Total Price:</b>	<b>Rs.</b> _____

**(Rupees \_\_\_\_\_) only**

**PART-II**  
**(Installments / Payment Plan)**

The amount mentioned in **PART-I** of this **FIFTH SCHEDULE** hereinabove shall be paid by the Allottee to the Promoter by cheques / Pay Orders / Demand Drafts drawn in the name of “**DISPLAY VINIMAY PRIVATE LIMITED**” or by online payment (as applicable) as follows:

**PAYMENT SCHEDULE:**

Initial Token Amount	Rs.2,00,000/- + Taxes, as applicable.
Booking Amount	10% of the Consideration (including Initial Token Amount)
On Agreement	20% of the Consideration (including Booking Amount) + Taxes, as applicable.
On completion of foundation of the respective Block/ building	10% of the Consideration + Taxes, as applicable.
On completion of second floor slab casting of the respective Block/ building	10% of the Consideration + Taxes, as applicable.
On completion of fourth floor slab casting of the respective Block/ building	10% of the Consideration+ Taxes, as applicable.
On completion of sixth floor slab casting of the respective Block/ building	10% of the Consideration + Taxes, as applicable.
On completion of eighth floor slab casting of the respective Block/ building	10% of the Consideration + Taxes, as applicable.
On completion of tenth floor slab casting of the respective Block/ building	10% of the Consideration + Taxes, as applicable.
On <b>starting</b> of brick work/ plastering of the said Unit	10% of the Consideration + Taxes, as applicable.
On <b>starting</b> of flooring/ other finishing work of the said Unit	5% of the Consideration + Taxes, as applicable.
On or before handing over of possession of the Said Unit	5% of the Consideration + Taxes, as applicable.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:  
(Devolution of Title of the Bigger Property)**

The **Bigger Property Owners and the Developer** purchased various parcels of lands lying and situated at Mouza- Atghara, J.L. No.10, under various deeds, all recorded in Book-I of various registry office, details whereof are as follows:

Sl. No.	Dated	Deed No.	Vol. No.	Pages From	To	Name of Reg. off.	Seller	Purchaser	R.S. Kh.	L.R. Kh.	R.S. Dag	Area in Decimal
1	03.05.2005	4967	298	175	189	ADSR, Saltlake City, Bidhannagar.	Jaker Ali Tarafdar	Sindhu Vinimay P. Ltd.	111	375	510	0.5
											511	0.33
											512	0.252
2	30.05.2005	4862	292	289	305	ADSR, Saltlake City, Bidhannagar.	Jaker Ali Tarafdar	Passion Vanijya P. Ltd.	530	216	533	2.75
									530	216	526	0.25
									530	216	527	2
									542	216	528	0.625
										375	711	2.5
										375	724	1
										375	710	1.25
3	01.06.2005	4831	291	41	57	ADSR, Saltlake City, Bidhannagar.	Rahul Jaiswal	Nabroop Sales P. Ltd.	530	344	553	2.25
4	01.06.2005	4843	291	249	265	ADSR, Saltlake City, Bidhannagar.	Vinod Kumar Jaiswal	Nabroop Sales P. Ltd.	448	375	460	4.5
									368	263	549	2.875
5	08.06.2005	4797	289	98	113	ADSR, Saltlake City, Bidhannagar.	Yad Ali Tarafdar	Protect Vyapaar P. Ltd.		216	458	2.25
											460	4.5
											553	2.25
											549	2.875
6	08.06.2005	4800	289	135	150	ADSR, Saltlake City, Bidhannagar.	Yad Ali Tarafdar	Display Vinimay P. Ltd.		216	510	0.5
											511	0.5
											512	0.5
											543	1.25
											544	1.25
											547	2.5
											548	2.5
7	08.06.2005	4808	289	262	278	ADSR, Saltlake City, Bidhannagar.	Vinod Kumar Jaiswal	Sindhu Vinimay P. Ltd.	255	344	458	2.25
									368	149	549	8.625
8	08.06.2005	4837	291	135	151	ADSR, Saltlake City, Bidhannagar.	Yad Ali Tarafdar	Dhanpati Tie-up P. Ltd.	530	216	533	2.75
									530	216	526	0.25
									530	216	527	2
									542	216	528	0.625
9	08.06.2005	4885	294	54	69	ADSR, Saltlake City, Bidhannagar.	Yad Ali Tarafdar	Gulmohar Agency P. Ltd.	368	216	711	2.5
									368	216	724	1
									368	216	710	1.25
10	09.06.2005	4817	290	103	117	ADSR, Saltlake City, Bidhannagar.	Kausar Ali Tarafdar	Nabroop Sales P. Ltd.	111	263	510	0.5
							Vinod Kumar Jaiswal				511	0.33
											512	0.252
11	09.06.2005	4850	292	40	56	ADSR, Saltlake City, Bidhannagar.	Kausar Ali Tarafdar	Dhanpati Tie-up P. Ltd.	530	263	533	2.75
							Kausar Ali Tarafdar		530	263	526	0.25
									530	263	527	2
12	09.06.2005	4858	292	163	177	ADSR, Saltlake City, Bidhannagar.	Saifulla Tarafdar	Nabroop Sales P. Ltd.	111	344	510	0.5
											511	0.5
											512	0.5
13	09.06.2005	4865	293	32	49	ADSR, Saltlake City, Bidhannagar.	Kausar Ali Tarafdar	Damodar Agency P. Ltd.	542	263	528	0.625
							Safia Khatun		368	263	711	2.5
									368	263	724	1
									368	263	710	1.25
									49	901/2	535	6.25



33	15.02.2006	7834	471	166	181	ADSR, Saltlake City, Bidhannagar.	Kulsum Bibi	Lagan Commodities P. Ltd.		289	541	1.5
											542	1.5
											545	0.95
											546	0.8
34	20.02.2006	7796	1	1	23	DSR-II, Barasat	Momrej Ali Mondal	Neutral Vyapaar P. Ltd.		709	541	1.8
										713	542	2.2
										591	545	1.4
										896	546	1.2
35	20.02.2006	7804	1	1	23	DSR-II, Barasat	Momrej Ali Mondal	Rocket Vyapaar P. Ltd.		713	695	10.05
36	20.02.2006	7806	1	1	17	DSR-II, Barasat	Omar Ali Mondal	Sadashiv Vanija P. Ltd.		713	695	10.05

37	20.02.2006	7807	1	1	17	DSR-II, Barasat	Omar Ali Mondal	Prayag Dealcom P. Ltd.		370	217	722	1.9
										370	718	725	1.43
										368	718	707	2.61
38	20.02.2006	7808	1	1	17	DSR-II, Barasat	Omar Ali Mondal	Dagger Merchants P. Ltd.		709	541	1.8	
										713	542	2.2	
										591	545	1.4	
										896	546	1.2	
39	13.03.2006	7798	1	1	23	DSR-II, Barasat	Kashem Ali Mondal Imtiaj Ali Mondal Yaar Ali Mondal	Parijat Vanija P. Ltd.		370	217	722	1.9
										370	718	725	1.43
										368	718	707	2.61
40	13.03.2006	7803	1	1	18	DSR-II, Barasat	Kashem Ali Mondal Imtiaj Ali Mondal	Maxim Enclave P. Ltd.		713	695	11.25	
41	10.04.2006	7805	1	1	22	DSR-II, Barasat	Momrej Ali Mondal	Suhagan Marketing P. Ltd.		370	667	722	1.9
										370	718	725	1.43
										368	718	707	2.61
42	28.04.2006	7824	471	1	19	ADSR, Saltlake City, Bidhannagar.	Akbar Mondal Ajgar Mondal	Tarana Tie-up P. Ltd.		368	25	552	7
											38		
43	12.07.2006	7391	444	118	130	ADSR, Saltlake City, Bidhannagar.	Vinod Kumar Jaiswal	Anumodan Suppliers P. Ltd.		806	447	4	
44	12.07.2006	7392	444	131	143	ADSR, Saltlake City, Bidhannagar.	Vinod Kumar Jaiswal	Hector Distributors P. Ltd.		806	534	3	
45	12.07.2006	7393	444	144	164	ADSR, Saltlake City, Bidhannagar.	Kasem Ali Mondal Imtiaj Ali Mondal Yaar Ali Mondal Vinod Kumar Jaiswal	Deepjyoti Dealers P. Ltd.		709	541	1.8	
										713	542	2.2	
										591	545	1.4	
										996	546	1.2	
46	14.08.2006	14693	47	7184	7210	ARA-II, Kolkata	Anna Bala Mondal Labanya Dey Sumitra Das Amita Hazra Tanuja Sarkar Kajali Das Tapas Mondal Soumen Mondal	Apnapan Suppliers P. Ltd. Aawagaman Commercial P. Ltd. Sitara Vanija P. Ltd. Rishikesh Vanija P. Ltd. Fantom Vanija P. Ltd. Panchmukhi Vyapaar P. Ltd.		522	524	1	
										522	529	6	
										521	532	30.5	
										522	539	8.5	
										522	554	3	
										521	555	13.5	
47	01.09.2006	2640	1	4379	4401	ADSR, Saltlake City, Bidhannagar.	Rabindra Nath Mondal Gouri Mondal Utpala Das	Display Vinimay P. Ltd. Hector Distributors P. Ltd. Luckdhan Dealers P. Ltd. Kuber Vanija P. Ltd. Sarware Agency P. Ltd. Lagan Commodities P. Ltd. Anumodan Suppliers P. Ltd. Gulmohar Agency P. Ltd. Compare Merchants P. Ltd.		522	524	0.125	
										522	529	0.75	
										521	532	3.8125	
										522	539	1.0625	
										522	554	0.375	
										521	555	1.6875	
48	01.09.2006	2641	1	4335	4360	ADSR, Saltlake City, Bidhannagar.	Madan Mohan Mondal Moni Mohan Mondal Nimai Chandra Mondal Arati Sarkar Anjali Pal Gita Pal Deepa Das	Deepjyoti Dealers P. Ltd. Parijat Vanija P. Ltd. Suhagan Marketing P. Ltd. Neutral Vyapaar P. Ltd. Dagger Merchants P. Ltd. Prayag Dealcom P. Ltd. Tarana Tie-up P. Ltd.		522	524	0.218	
										522	529	1.312	
										521	532	6.671	
										522	539	1.859	
											554	0.656	
										521	555	2.953	
49	24.03.2007	7979	9	2085	2098	DSR-II, Barasat	Vinod Kumar Jaiswal	Cornflower Tradelink P. Ltd. Bhagirathi Consultancy		368	344	711	2.5
										368	344	724	1

								P. Ltd.	368	344	710	1.25
								Fastmove Advisory P. Ltd.	77	344	537	1.25
									77	344	538	2.25
									530	344	526	0.25
									530	344	527	2
									530	344	533	2.75
									49	905	535	6.25
									25	263	536	11.25
										344	528	0.625
50	13.04.2007	6606	8	3890	3899	DSR-II, Barasat	Vinod Kumar Jaiswal	Suhagan Marketing P. Ltd.	77	263	537	2.5
								Neutral Vyapaar P. Ltd.	58	375	538	4.5
51	13.04.2007	7978	9	2075	2084	DSR-II, Barasat	Vinod Kumar Jaiswal	Prayag Dealcom P. Ltd.	255	263	458	2.25
52	13.04.2007	7981	9	2111	2120	DSR-II, Barasat	Rishika Jaiswal	Prayag Dealcom P. Ltd.	530	263	553	2.25

53	17.04.2008	8199	17	7053	7069	ARA-II, Kolkata	Manick Roy alias Sanjoy Roy	Esquire Vanija P. Ltd.	263	448	1.095
									806	447	3.243
54	03.10.2008	4676	5	57	73	DSR-II, Barasat	Sabila Bibi Halima Bibi Saleha Bibi	Surya Kiran Vanija P. Ltd. Vinod Jaiswal	531 531 531	343 346 492	0.2366 0.13 0.2366
									11	500	0.2866
55	03.10.2008	4677	5	74	95	DSR-II, Barasat	Sabila Bibi Halima Bibi Saleha Bibi	Surya Kiran Vanija P. Ltd.	11 531 531	509 508 530	0.5733 0.2866 0.2
									531	720	0.76
									531	730	0.1866
									531	709	0.74
56	03.10.2008	4678	5	96	107	DSR-II, Barasat	Sabila Bibi Halima Bibi Saleha Bibi	Surya Kiran Vanija P. Ltd.	531 11	550	1.4266
57	01.12.2009	13107	26	9286	9299	ARA-II, Kolkata	Abdur Rahaman Gain	Forceful Dealer P. Ltd. Forceful Commercial P. Ltd. Dhanlaxmi Pratisthan P. Ltd. Labheshwari Dealer P. Ltd. Favourite Tradecomm P. Ltd. Subhankar Dealer P. Ltd. Mangalkari Pratisthan P. Ltd.	1726 444/882 445 446 461 462 463	444 1.8046 2.0624 1.8046 2.5794 0.7734 0.7737	1.289 1.8046 2.0624 1.8046 2.5794 0.7734 0.7737
									464	1.289	
									465	1.0312	
									466	0.7734	
									467	0.7734	
									468	2.3202	
58	04.12.2009	13315	27	2511	2524	ARA-II, Kolkata	Kutubuddin Gain	Forceful Dealer P. Ltd. Forceful Commercial P. Ltd. Dhanlaxmi Pratisthan P. Ltd. Labheshwari Dealer P. Ltd. Favourite Tradecomm P. Ltd. Subhankar Dealer P. Ltd. Mangalkari Pratisthan P. Ltd.	1728 444/882 445 446 461 462 463	444 1.8046 2.0624 1.8046 0.5796 0.7734 0.7737	1.289 1.8046 2.0624 1.8046 0.5796 0.7734 0.7737
									464	1.289	
									465	1.0312	
									466	0.7734	
									467	0.7734	
									468	2.3202	
59	07.12.2009	13364	27	3567	3580	ARA-II, Kolkata	Soyebnabi Gain	Forceful Dealer P. Ltd. Forceful Commercial P. Ltd. Dhanlaxmi Pratisthan P. Ltd. Labheshwari Dealer P. Ltd. Favourite Tradecomm P. Ltd. Subhankar Dealer P. Ltd. Mangalkari Pratisthan P. Ltd.	1730 444/882 445 446 461 462 463	444 1.8046 2.0624 1.8046 0.4518 0.1359 0.1359	0.2265 0.3171 0.3624 0.3171 0.4518 0.1359 0.1359
									464	0.2265	
									465	0.1812	
									466	0.1359	
									467	0.1359	
									468	0.4077	
60	17.12.2009	13838	28	2937	2950	ARA-II, Kolkata	Shashi Kala Jaiswal	Forceful Dealer P. Ltd. Forceful Commercial P. Ltd. Dhanlaxmi Pratisthan P. Ltd. Labheshwari Dealer P. Ltd. Favourite Tradecomm P. Ltd.	1736	461	2



								Subhankar Dealer P. Ltd.				
								Mangalkari Pratisthan P. Ltd.				
61	22.12.2009	14152	29	129	141	ARA-II, Kolkata	Ayub Gain @ Ayubnabi Gain	Forceful Dealer P. Ltd.	1729	444	0.227	
								Forceful Commercial P. Ltd.		444/882	0.3178	
								Dhanlaxmi Pratisthan P. Ltd.		445	0.3624	
								Labheshwari Dealer P. Ltd.		446	0.3178	
								Favourite Tradecomm P. Ltd.		461	0.4518	
								Subhankar Dealer P. Ltd.		462	0.1362	
								Mangalkari Pratisthan P. Ltd.		463	0.1362	
										464	0.227	
										465	0.1818	
										466	0.1362	
										467	0.1362	
										468	0.4086	
62	22.12.2009	14153	29	142	154	ARA-II, Kolkata	Musanabi Gain @ Musanabi Gayen	Forceful Dealer P. Ltd.	1733	444	0.2265	
								Forceful Commercial P. Ltd.		444/882	0.3171	
								Dhanlaxmi Pratisthan P. Ltd.		445	0.3624	
								Labheshwari Dealer P. Ltd.		446	0.3171	
								Favourite Tradecomm P. Ltd.		461	0.4536	
								Subhankar Dealer P. Ltd.		462	0.1359	
								Mangalkari Pratisthan P. Ltd.		463	0.1359	
										464	0.2265	
										465	0.1812	
										466	0.1359	
										467	0.1359	
										468	0.4077	
63	22.12.2009	14155	29	169	181	ARA-II, Kolkata	Ichhanabi Gain @ Yshanabi Gain @ Ysha Gain	Forceful Dealer P. Ltd.	1732	444	0.2265	
								Forceful Commercial P. Ltd.		444/882	0.3171	
								Dhanlaxmi Pratisthan P. Ltd.		445	0.3624	
								Labheshwari Dealer P. Ltd.		446	0.3171	
								Favourite Tradecomm P. Ltd.		461	0.4536	
								Subhankar Dealer P. Ltd.		462	0.1359	
								Mangalkari Pratisthan P. Ltd.		463	0.1359	
										464	0.2265	
										465	0.1812	
										466	0.1359	
										467	0.1359	
										468	0.4077	
64	22.12.2009	14156	29	182	194	ARA-II, Kolkata	Yunus Gain @ Yunusnabi Gain	Forceful Dealer P. Ltd.	1731	444	0.2265	
								Forceful Commercial P. Ltd.		444/882	0.3171	
								Dhanlaxmi Pratisthan P. Ltd.		445	0.3624	
								Labheshwari Dealer P. Ltd.		446	0.3171	
								Favourite Tradecomm P. Ltd.		461	0.4518	
								Subhankar Dealer P. Ltd.		462	0.1359	
								Mangalkari Pratisthan P. Ltd.		463	0.1359	
										464	0.2265	
										465	0.1812	
										466	0.1359	
										467	0.1359	
										468	0.4077	
65	22.12.2009	14157	29	195	208	ARA-II, Kolkata	Abdul Wahab Gain @ Abdul Ohab Gayan	Forceful Dealer P. Ltd.	1725	444	1.289	
								Forceful Commercial P. Ltd.		444/882	1.8046	
								Dhanlaxmi Pratisthan P. Ltd.		445	2.0624	
								Labheshwari Dealer P. Ltd.		446	1.8046	
								Favourite Tradecomm P. Ltd.		461	2.5794	
								Subhankar Dealer P. Ltd.		462	0.7734	
								Mangalkari Pratisthan P. Ltd.		463	0.7737	
										464	1.289	
										465	1.0312	
										466	0.7734	
										467	0.7734	
										468	2.3202	
66	22.12.2009	14158	29	209	224	ARA-II, Kolkata	Vinod Kumar Jaiswal	Baviscon Vanijya P. Ltd.	18	549	2	
							Soyebnabi Gain			193		
							Musanabi Gain			885		
							Ichhanabi Gain @			631		
							Yshanabi Gain @			197		
							Ysha Gain					
							Ayub Gain @					
							Ayubnabi Gain					
							Yunus Gain @					
							Yunusnabi Gain					
67	24.12.2009	14219	29	1112	1125	ARA-II, Kolkata	Rahul Jaiswal	Forceful Dealer P. Ltd.	1735	461	4	
								Forceful Commercial P. Ltd.				
								DhanLaxmi Pratisthan P. Ltd.				

								Labheshwari Dealer P. Ltd.				
								Favourite Tradecomm P. Ltd.				
								Subhankar Dealer P. Ltd.				
								Mangalkari Pratisthan P. Ltd.				
68	26.12.2009	14242	29	1504	1517	ARA-II, Kolkata	Rishika Jaiswal	Forceful Dealer P. Ltd.	1734	461	4	
								Forceful Commercial P. Ltd.				
								DhanLaxmi Pratisthan P. Ltd.				
								Labheshwari Dealer P. Ltd.				
								Favourite Tradecomm P. Ltd.				
								Subhankar Dealer P. Ltd.				
								Mangalkari Pratisthan P. Ltd.				
69	31.12.2009	14385	29	4213	4225	ARA-II, Kolkata	Motiar Rahaman Sahedur Rahaman	Goldstar Vanija P. Ltd.	505	551	10	
70	04.02.2010	1200	3	7089	7102	ARA-II, Kolkata	Maskura Begum Mallik Anjura Khatun Manjura Bibi	Gallant Vanija P. Ltd.	11 11 11 11	508 530 550 709	0.775 0.63525 0.775 0.875	
										721	1.225	
71	04.02.2010	1201	3	6255	6268	ARA-II, Kolkata	Mahamuda Bibi @ Masuda Bibi Md. Ayub Ali Tarafder	Gallant Vanija P. Ltd.	11 11 11	508 530 550	0.9 0.726 0.9	
										709	1	
										721	1.4	

72	19.04.2010	4639	13	3910	3934	ARA-II, Kolkata	Vinod Kumar Jaiswal Sneh Prabha Jaiswal Smt. Kavita Jaiswal Smt. Rishika Jaiswal	Polygon Vanija P. Ltd. Strong Vanija P. Ltd. Grace Vanija P. Ltd.		375 470 522	458 459 518	2.25 9.69 0.723	
										531	530	0.33	
									522	924	540	4.442	
									368	134	549	2.875	
										531	721	1.02	
										470	459	1.3125	
										11	530	0.73	
										595	709	1.46	
										686	721	1.02	
										840	550	1.3125	
73	24.04.2010	4903	14	2135	2147	ARA-II, Kolkata	Vinod Kumar Jaiswal	Superior Vinimay P. Ltd.	325	531	7		
74	28.04.2010	5114	14	6742	6755	ARA-II, Kolkata	Suranjit Mondal	Superior Vinimay P. Ltd.	521 522	401 686	524 529	0.0312 0.1872	
										841	532	0.9516	
										444	539	0.2652	
										495	554	0.0936	
										518	555	0.4212	
75	30.07.2010	9308	29	323	340	ARA-II, Kolkata	Basanti Gayen Sukumar Gayen Dilip Gayen Sushanta Gayen Jayanta Gayen Krishna Gayen Pradip Gayen Mintu Gayen Bandana Mondal	Dreamland Vanija P. Ltd. Nilambar Vanija P. Ltd.	401 686	555	19.21		
										841			
										444			
										495			
										518			
76	10.08.2010	9754	30	5433	5452	ARA-II, Kolkata	Dhiren Mandal Sudha Mondal @ Sudharani Mondal Jaydeb Mondal @ Jaideb Mandal Ashok Mandal @ Ashoke Mandal Alok Mandal @ Aloke Mandal Samar Mandal Utpal Mandal Jayanta Mandal Anita Mandal	Deserve Dealers P. Ltd. Gallant Vintrade P. Ltd. Linkwise Vinimay P. Ltd. Softlink Suppliers P. Ltd.	521 522	401 686	524 529	0.5 3	
										444	532	15.25	
										495	539	4.25	
										518	554	1.5	
										595	555	6.75	
										840			
										924			
										948			
										625			
										841			
										577			
77	10.08.2010	9745	30	5280	5295	ARA-II, Kolkata	Biswajit Sardar @ Bishwajit Sardar	Deserve Dealers P. Ltd. Gallant Vintrade P. Ltd. Linkwise Vinimay P. Ltd. Softlink Suppliers P. Ltd.	521 522	401 686	524 529	0.125 0.75	
										444	532	3.8125	
										495	539	1.0625	
										841	554	0.375	



												550	1.333
												709	1.111
94	27.11.2012	185	1	3325	3345	ADSR, Rajarahat	Abdul Rahim Tarafdar	Lagan Commodities P. Ltd.	78	148	508	0.666	
		D/E						Display Vinimay P. Ltd.	79	304	509	0.333	
								Prayag Dealcomm P. Ltd.	368	913/1	530	0.555	
								Parijat Vanijya P. Ltd.		167/1	720	0.888	
								Suhagan Marketing P. Ltd.			721	0.777	
											550	1.333	
											709	1.111	
95	18.02.2013	2022	3	10029	10043	ADSR, Rajarahat	Abdul Rahaman Tarafdar	Esquire Vanijya P. Ltd.	78	147	530	0.5556	
									79	304	720	0.8888	
									368	913/1	721	0.7778	
										167/1	550	1.3333	
											709	1.1111	
96	26.04.2013	4857	7	9277	9295	ADSR, Rajarahat	Vinod Kumar Jaiswal	Gallant Vanijya P. Ltd.	530	375	556	1.675	
		D/E						Simple Dealmark P. Ltd.		344		1.0109	
								Sitaram Vincom P. Ltd.		216		1.0109	
								Flowers Vinimay P. Ltd.				1.0109	
97	26.04.2013	4860	7	9329	9341	ADSR, Rajarahat	Sneha Prabha Jaiswal	Geet Vinimay P. Ltd.		470	457	0.8613	
98	26.04.2013	4861	7	9342	9353	ADSR, Rajarahat	Sneha Prabha Jaiswal	Baviscon Vanijya P. Ltd.		263	556	3	
99	26.04.2013	4862	7	9354	9367	ADSR, Rajarahat	Vinod Kumar Jaiswal	Geet Vinimay P. Ltd.		470	457	0.6566	
100	26.04.2013	4877	7	9503	9515	ADSR, Rajarahat	Vinod Kumar Jaiswal	Kamal Dealmark P. Ltd.		470	513	0.14	
101	26.04.2013	4878	7	9555	9568	ADSR, Rajarahat	Vinod Kumar Jaiswal	Geet Vinimay P. Ltd.		470	457	0.9605	

102	26.04.2013	4903	7	9739	9752	ADSR, Rajarahat	Vinod Kumar Jaiswal	Glitters Vincom P. Ltd.	530	470	556/884	1.9345	
103	26.04.2013	4910	7	9843	9856	ADSR, Rajarahat	Vinod Kumar Jaiswal	Glitters Vincom P. Ltd.	530	470	556/884	3.9375	
104	26.04.2013	5002	7	11761	11774	ADSR, Rajarahat	Vinod Kumar Jaiswal	Baviscon Vanijya P. Ltd.		375	556	4.2923	
										344			
										216			
105	26.04.2013	5005	7	11870	11883	ADSR, Rajarahat	Vinod Kumar Jaiswal (HUF)	Glitters Vincom P. Ltd.		375	556/884	4	
										344			
										216			
<b>Total project Area (in Decimal)</b>												<b>742.469</b>	

Out of the aforesaid 742.469 satak, land measuring 692.7079 satak was proposed to be developed (being the Bigger Property), which was **duly recorded** in the names of the **Bigger Property Owners and the Developer, details of khatians** whereof are as follows:

Sl. No.	Name of Company	L.R. Kh. No.
1	Nabroop Sales Pvt. Ltd.	1457
2	Dhanpati Tie-up Pvt. Ltd.	1458
3	Damodar Agency Pvt. Ltd.	1459
4	Protect Vyapaar Pvt. Ltd.	1460
5	Sakshi Distributor Pvt. Ltd.	1461
6	Sindhu Vinimay Pvt. Ltd.	1462
7	Passion Vanijya Pvt. Ltd.	1463
8	Kuber Vanijya Pvt. Ltd.	1464
9	Compare Merchants Pvt. Ltd.	1465
10	Luckdhan Dealers Pvt. Ltd.	1466
11	Gulmohar Agency Pvt. Ltd.	1467
12	Display Vinimay Pvt. Ltd.	1468

Sl. No.	Name of Company	L.R. Kh. No.
37	Baviscon Vanijya Pvt. Ltd.	1847
38	Goldstar Vanijya Pvt. Ltd.	1848
39	Gallant Vanijya Pvt. Ltd.	1862
40	Superior Vinimay Pvt. Ltd.	1965
41	Aawagaman Commercial Pvt. Ltd.	1969
42	Apnapan Suppliers Pvt. Ltd.	1970
43	Panchmukhi Vyapaar Pvt. Ltd.	1971
44	Fantom Vanijya Pvt. Ltd.	1972
45	Sitara Vanijya Pvt. Ltd.	1973
46	Rishikesh Vanijya Pvt. Ltd.	1974
47	Deserve Dealers Pvt. Ltd.	1975
48	Linkwise Vinimay Pvt. Ltd.	1976
49	Softlink Suppliers Pvt. Ltd.	1977
50	Gallant Vintrade Pvt. Ltd.	1978

13	Renovate Suppliers Pvt. Ltd.	1469
14	Deepjyoti Dealers Pvt. Ltd.	1593
15	Sarware Agency Pvt. Ltd.	1594
16	Anumodan Suppliers Pvt. Ltd.	1595
17	Suhagan Marketing Pvt. Ltd.	1596
18	Parijat Vanijya Pvt. Ltd.	1597
19	Tarana Tie-up Pvt. Ltd.	1598
20	Rocket Vyapaar Pvt. Ltd.	1599
21	Sadashiv Vanijya Pvt. Ltd.	1600
22	Basundhara Vyapaar Pvt. Ltd.	1601
23	Maxim Enclave Pvt. Ltd.	1602
24	Lagan Commodities Pvt. Ltd.	1615
25	Prayag Dealcom Pvt. Ltd.	1616
26	Nutral Vyapaar Pvt. Ltd.	1617
27	Dagger Merchants Pvt. Ltd.	1618
28	Forceful Dealer Pvt. Ltd.	1837
29	Forceful Commercial Pvt. Ltd.	1838
30	Dhanlaxmi Pratisthan Pvt. Ltd.	1839
31	Labheshwari Dealer Pvt. Ltd.	1840
32	Favourite Tradecomm Pvt. Ltd.	1841
33	Subhankar Dealer Pvt. Ltd.	1842
34	Mangalkari Pratisthan Pvt. Ltd.	1843
35	Hector Distributors Pvt. Ltd.	1845
36	Neptune Vanijya Pvt Ltd.	1846

51	Dreamland Vanijya Pvt. Ltd.	1979
52	Nilambar Vanijya Pvt. Ltd.	1980
53	Polygon Vanijya Pvt. Ltd.	1997
54	Strong Vanijya Pvt. Ltd.	1998
55	Grace Vanijya Pvt. Ltd.	1999
56	Esquire Vanijya Pvt. Ltd.	2000
57	Surya Kiran Vanijya Pvt. Ltd.	2001
58	Cornflower Tradelink Pvt. Ltd.	2002
59	Bhagirathi Consultancy Pvt. Ltd.	2003
60	Fastmove Advisory Pvt. Ltd.	2004
61	Aditya Dealmark Pvt. Ltd.	2204
62	New Edge Vanijya Pvt. Ltd.	2205
63	Flowers Vinimay Pvt. Ltd.	2206
64	Sitaram Vincom Pvt. Ltd.	2207
65	Simple Dealmark Pvt. Ltd.	2208
66	Kamal Dealmark Pvt. Ltd.	2211
67	Geet Vinimay Pvt. Ltd.	2212
68	Dhruvtara Dealtrade Pvt. Ltd.	2214
69	Glitters Vincom Pvt. Ltd.	2215
70	Getwell Commodity Market Pvt. Ltd.	2216
71	Jibanjyoti Retails Pvt. Ltd.	2217
72	Superlative Vincom Pvt. Ltd.	2218
73	Aspiration Commodity Market Pvt.	2219

**The Area of land of the Bigger Property, comprised in various R.S./ L.R. Dags at Mouza- Atghara, J.L. No. 10, are as follows:**

Sl. No.	R.S./ L.R. Dag No.	Total Area in Dag in Decimal	Area of land in project
1	444	5	5
2	444/882	7	7
3	445	8	8
4	446	7	7
5	447	18	7.2438
6	448	15	1.095
7	457	7	6.303
8	458	9	9
9	459	11	11
10	460	18	18
11	461	18	17.924
12	462	3	3
13	463	3	3
14	464	5	5
15	465	4	4
16	466	3	3
17	467	3	3
18	468	9	9
19	469	6	6
20	508	6	0.1734
21	509	3	0.508
22	510	2	2
23	511	2	1.3792
24	512	2	1.505
25	513	2	0.14
26	518	6	0.723
27	527	8	0.2363
28	528	5	0.25
29	529	12	12
30	530	5	5
31	531	7	7
32	532	61	61
33	533	11	11
34	534	16	7.5556

Sl. No.	R.S./ L.R. Dag No.	Total Area in Dag in Decimal	Area of land in project
35	535	25	17.25
36	536	30	21.76
37	537	5	1.875
38	538	9	8.6984
39	539	17	17
40	540	16	8.216
41	541	11	11
42	542	11	11
43	543	5	5
44	544	5	5
45	545	7	7
46	546	6	6
47	547	10	10
48	548	10	10
49	549	23	23
50	550	12	12
51	551	10	10
52	551/883	4	4
53	552	14	14
54	553	9	9
55	554	6	6
56	555	71	71
57	556	12	12
58	556/884	24	9.872
59	695	59	59
60	707	11	11
61	708	10	10
62	709	10	10
63	710	9	9
64	711	10	10
65	720	8	8
66	721	7	7
67	722	8	8
68	723	4	4
69	724	4	2

Total Area of land : 692.708 Decimal, more or less.

**Annexure "A"**

Unless, in these presents, there be something contrary or repugnant to the subject or context:

- i) **ACT** shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).
- ii) **RULES** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- iii) **REGULATIONS** shall means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- iv) **SECTION** shall means a section of the Act.
- v) **PREMISES/ SAID PREMISES PREMISES/ SAID PREMISES** shall mean the Premises / Property formed of the Bigger Property and the Smaller Property (both hereinafter defined), both adjoining each other and jointly containing an area of **704.62 (Seven Hundred And Four point Six Two)** Decimals more or less, lying and situated at Mouza-Atghara, J.L. No. 10, R.S.No. 133, Touzi No.172, comprised in various Dags recorded under various Khaitans within Ward No. 12 of the Bidhannagar Municipal Corporation (formerly Ward No. 9 of Rajarhat Gopalpur Municipality), P.S. Rajarhat (currently Baguiati), District North 24 Parganas, more fully and particularly mentioned and described in **PART-III of the FIRST SCHEDULE** to these presents.
- vi) **PROJECT / HOUSING COMPLEX AND/OR BUILDING/S AND/OR NEW BUILDING/S** shall mean and include the housing complex named "**Urban Greens**" consisting of various buildings / blocks to be constructed in phases / sub-phases by the Promoter at the said Premises (i.e. at both the Bigger Property and the Smaller Property) to be developed from time to time in Phases / Sub-Phases. The Allottee is aware that the Promoter intends to undertake construction of the Housing Complex in various phases / sub-phases and accordingly all the Common Areas and Installations may not be available for use by the Allottee till all the Phases / Sub-Phases are completed. The Allottee is also aware that in the unlikely event that the Phase-IIB is not developed or launched at all, then the same shall not form part of the Project / Housing Complex (and the Project / Housing Complex shall be deemed to have been reduced to that extent) and the land of Phase-IIB shall be divided and demarcated and/or partitioned from Phase-IIA and retained by the Promoter and the Bigger Property Owners and the Allottees of Phase-IIA shall not have any claim or demand with regard thereto.
- vii) **BIGGER PROPERTY** shall mean the Property **admeasuring 670.44 Decimal, (as per Record of Rights- 692.71 Decimal), more or less, lying and situated at Mouza-Atghara, J.L. No. 10, comprised in R.S./L.R. Dag Nos. 444, 444/882, 445, 446, 447 (P), 448 (P), 457 to 469, 508 to 513, 518, 527 to 551, 551/883, 552 to 556, 556/884, 695, 707 to 711 & 720 to 724, duly recorded in L.R. Khatian Nos.1457 to 1469,1593 to 1602,1615 to 1618,1837 to 1843,1845 to 1848, 1862, 1965, 1969 to 1980, 1997 to 2004, 2204 to 2208, 2211, 2212 & 2214 to 2219, within Ward No.12 of the Bidhannagar Municipal Corporation (formerly Ward No. 9 of Rajarhat Gopalpur Municipality), P.S. Rajarhat (currently Baguiati), District North 24 Parganas, more fully and particularly mentioned and described in **PART-I of the FIRST SCHEDULE** to these presents, **which is owned by the Bigger Property Owners (hereinafter defined).** The Bigger Property is intended to be**

developed in Two Phases, being Phase-I (having a land area of 193.14 Decimal) and Phase-II (having a land area of 477.30 decimals), as hereinafter dealt with. The said Phase-II is being developed and launched in Two Sub-Phases, being Phase-IIA having a land area of 268.00 Decimal (comprised of Block-5, Block-6, Block-7, Block-8, Block-9 and Multi-Level Car Parking Block) and Phase-IIB having a land area of 209.30 Decimal (for the time being intended to comprise of Block-10, Block-11, Block-12, Block-13 and Block-14 as future development or such other development as the Promoter may deem fit in its absolute discretion). In the unlikely event that the Phase-IIB is not developed or launched at all, then the same shall be divided and demarcated and/or partitioned from Phase-IIA and retained by the Promoter and the Bigger Property Owners and the Allottees of Phase-IIA shall not have any claim or demand with regard thereto.

- viii) **SMALLER PROPERTY** shall mean the Property containing an area of **34.18 (Thirty Four point One Eight) Decimal**, more or less, lying and situated at Mouza-Atghara, J.L. No. 10, R.S.No. 133, Touzi No.172, comprised in R.S./L.R. Dag Nos. 470, 471, 472, 473, 503, 505, 506, 507, 508, 509, 513, 514 & 515, recorded in L.R. Khatian Nos. 2171, 2132, 2335 & 2298, within Ward No. 12 of the Bidhannagar Municipal Corporation (formerly Ward No. 9 of Rajarhat Gopalpur Municipality), P.S. Rajarhat (currently Baguiati), District North 24 Parganas, more fully and particularly mentioned and described in **PART-II of the FIRST SCHEDULE** to these presents, **which is owned by the Smaller Property Owners (hereinafter defined)**. The Smaller Property is proposed to be developed in One Single Phase, as hereinafter dealt with.
- ix) **BIGGER PROPERTY OWNERS** shall mean **the Promoter herein and its 72 other Co-owners (being the Land-Owners herein)** namely (1) **LABHESHWARI DEALER PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AABCL6727H, CIN- U51109WB2009PTC136107, (2) **ASPIRATION COMMODITY MARKET PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista , Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN - AAJCA7383A, CIN- U52190WB2011PTC165964, (3) **POLYGON VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at at Green Vista , Atghara, Rajarhat Main Road, Kolkata- 700 136 , PAN- AAFCP2266D, CIN- U51909WB2009PTC139218, (4) **NILAMBAR VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata-700 136, PAN- AADCN1163D, CIN- U51909WB2009PTC139243, (5) **NEW EDGE VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCN1164E, CIN- U51909WB2009PTC139219, (6) **STRONG VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista , Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AANCS5336B, CIN- U51909WB2009PTC139217, (7) **GRACE VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCG5919L, CIN- U51109WB2009PTC139352, (8) **FAVOURITE TRADECOMM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AABCF4182E, CIN- U51909WB2009PTC137033, (9) **SUBHANKAR DEALER PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having



its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AANCS4721 L, CIN- U51909WB2009PTC136729, (10) **FLOWERS VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AABCF6201G, CIN- U51909WB2010PTC154058, (11) **DHRUVTARA DEALTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCD6150C, CIN- U51909WB2010PTC154056, (12) **SITARAM VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAOC9494B, CIN- U51909WB2010PTC154059, (13) **GEET VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAECG0629C, CIN- U51909WB2010PTC154358, (14) **KAMAL DEALMARK PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAECK1336N, CIN- U51909WB2010PTC154061, (15) **SIMPLE DEALMARK PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAOC9491E, CIN- U51909WB2010PTC154060, (16) **ADITYA DEALMARK PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAICA9362J, CIN- U51909WB2010PTC154062, (17) **GLITTERS VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAECG0031A, CIN- U51909WB2010PTC154057, (18) **DESERVE DEALERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCD8227C, CIN- U51909WB2010PTC152013, (19) **LINKWISE VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AACCL0226E, CIN- U51909WB2010PTC152014, (20) **SOFTLINK SUPPLIERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAPCS7509C, CIN- U51900WB2010PTC152015, (21) **GALLANT VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAECG2343P, CIN- U51909WB2010PTC152016, (22) **MANGALKARI PRATISTHAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAGCM2051E, CIN- U51909WB2009PTC137302, (23) **APNAPAN SUPPLIERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAGCA0072K, CIN- U51109WB2005PTC104208 (24) **RENOVATE SUPPLIERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCR2698K, CIN- U51109WB2005PTC103459, (25) **SARWAR AGENCY KOLKATA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata—700136 PAN-

AASCS6302A, CIN- U51109WB2005PTC102608, (26) **KUBER VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN-AACCK7869E, CIN-U51109WB2005PTC103701 (27) **MAXIM ENCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata-700 136, PAN-AAECM6172C, CIN- U70101WB2005PTC103532 (28) **DAGGER MERCHANTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista , Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AACCD3500B, CIN-U51109WB2005PTC103700, (29) **DHANLAXMI PRATISTHAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata-700 136, PAN- AADCD2528E, CIN- U51909WB2009PTC136731, (30) **LUCKDHAN DEALERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista , Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AABCL2422P, CIN-U51109WB2005PTC103697, (31) **NABROOP SALES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista , Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN-AACCN2743E, CIN- U51109WB2005PTC103076, (32) **HECTOR DISTRIBUTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AABCH6820R, CIN-U51109WB2005PTC103455 (33) **PROTECT VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata-700 136, PAN- AADCP8532E, CIN-U51103WB2005PTC103179 (34) **DEEJPYOTI DEALERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AACCD3497K, CIN-U51109WB2005PTC103454 (35) **RISHIKESH VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata-700 136, PAN- AADCR2701B, CIN-U51109WB2005PTC103715 (36) **DAMODAR AGENCIES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AACCD3496J, CIN-U51109WB2005PTC103167 (37) **LAGAN COMMODITIES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AABCL1762E, CIN-U51109WB2005PTC103458 (38) **COMPARE MERCHANTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata— 700 136, PAN- AACCC7879A, CIN-U51109WB2005PTC103334 (39) **FANTOM VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAACF9705A, CIN- U51109WB2005PTC103711 (40) **VASUNDHRA VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista , Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN-AACCV2281K, CIN- U51109WB2005PTC103186 (41) **SINDHU VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista , Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAJCS7481B, CIN-U51109WB2005PTC103101, (42) **NEUTRAL VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its

registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata-700 136, PAN- AACCN4013B, CIN-U51109WB2005PTC103337, (43) **SADASIV VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAJCS7962D, CIN-U51109WB2005PTC103699 (44) **SUHAGAN MARKETING PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista , Atghara, Rajarhat Main Road, Kolkata-700 136, PAN- AAJCS7685R, CIN-U51109WB2005PTC103208 (45) **PRAYAG DEALCOMM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCP8616K, CIN-U51109WB2005PTC103702 (46) **SITARA VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata-700 136, PAN- AAKCS3698H, CIN-U51109WB2005PTC104206 (47) **ROCKET VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCR2555B, CIN-U51109WB2005PTC103199 (48) **SURYA KIRAN VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAKCS9386C, CIN- U51109WB2007PTC112348, (49) **TARANA TIEUP PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN-AACT5555C, CIN-U51109WB2005PTC104205 (50) **SAKSHI DISTRIBUTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN-AAJCS7959L, CIN- U51109WB2005PTC103712 (51) **DHANPATI TIEUP PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Green Vista, Atghara, Rajarhat Main Road, Kolkata— 700 136, PAN-AAACCD3422A, CIN-U51109WB2005PTC103336, (52) **NEPTUNE VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata-700 136, PAN-AAACCN2815P, CIN- U51909WB2005PTC103456, (53) **GULMOHOR AGENCY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN-AAACCG5592L, CIN-U51109WB2005PTC103088, (54) **ESQUIRE VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Green Vista , Atghara, Rajarhat Main Road, Kolkata-700 136, PAN-AABCE7848L, CIN- U51109WB2006PTC112327, (55) **PARIJAT VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCP8614M, CIN-U51109WB2005PTC103170, (56) **PANCHMUKHI VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCP8617J, CIN- U51109WB2005PTC103714, (57) **CORNFLOWER TRADELINK PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN-AAACCC9114C, CIN- U51109WB2006PTC107287, (58) **BHAGIRATHI CONSULTANCY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata—700 136, PAN- AACCB9662Q, CIN-U74140WB2006PTC107091 (59) **ANUMODAN SUPPLIERS PRIVATE**

**LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata—700 136, PAN- AAMFA5621P, CIN- U51109WB2005PTC103713 (60) **FASTMOVE ADVISORY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata—700 136, PAN- AABCF0185F, CIN- U51109WB2006PTC107048, (61) **PASSION VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata—700 136, PAN- AADCP8458R, CIN- U51109WB2005PTC103102, (62) **FORCEFUL COMMERCIAL PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AABCF4180G, CIN- U51909WB2009PTC135456 (63) **FORCEFUL DEALER PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AABCF4181H, CIN- U51101WB2009PTC136111, (64) **BAVICON VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCB8955D, CIN- U51101WB2009PTC139222, (65) **GOLDSTAR VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCG5852A, CIN- U51909WB2009PTC139253, (66) **GALLANT VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCG5850C, CIN- U51101WB2009PTC139252, (67) **SUPERIOR VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AANCS5337A, CIN- U51909WB2009PTC139250, (68) **DREAMLAND VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AADCD2679J, CIN- U51909WB2009PTC139251, (69) **GETWELL COMMODITY MARKET PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAECG3644B, CIN- U52190WB2011PTC165975, (70) **JIBAN JYOTI RETAILS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AACJ6520H, CIN- U52190WB2011PTC165966, (71) **SUPERLATIVE VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAQCS2151P, CIN- U52190WB2011PTC165960, (72) **AAWAGAMAN COMMERCIAL PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Green Vista, Atghara, Rajarhat Main Road, Kolkata- 700 136, PAN- AAGCA0073J, CIN- U51109WB2005PTC104209, **all of whom own the said Bigger Property.**

- x) **SMALLER PROPERTY OWNERS** shall mean (1) **VINOD KUMAR JAISWAL** son of Late Tribeni Prasad Jaiswal (2) **SNEHA PRABHA JAISWAL** wife of Shri Vinod Kumar Jaiswal (3) **RISHIKA JAISWAL** daughter of Shri Vinod Kumar Jaiswal, and (4) **SHASHIKALA JAISWAL** wife of Mr. Narsingh Kumar Jaiswal, **all of whom own the said Smaller Property.**

- xi) **OWNERS** shall mean either the Bigger Property Owners or the Smaller Property Owners or both, as the context may permit.
- xii) **ALLOTTEES / UNIT-HOLDERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase from the Promoter / Owners and taken possession of any Unit in the said Housing Complex, including the Promoter and the Owners for those units not alienated or agreed to be alienated by them.
- xiii) **COMMON AREAS AND INSTALLATIONS** shall mean those areas installations and facilities in the Housing Complex mentioned and specified in **PART-I** of the **THIRD SCHEDULE** to these presents and as be expressed or intended from time to time by the Promoter for exclusive use and enjoyment by the occupants of the Housing Complex.

**It is clarified that** the Common Areas and Installations shall not include the parking spaces and other open and covered spaces at the Housing Complex / Premises and the Building/s which the Promoter may use for themselves or permit to be used for the purpose of parking cars, two wheelers and other vehicles and/or for other purposes **nor** shall include roofs/terraces at different floor levels attached to any particular Flat / Apartment **nor** shall include the exclusive greens / gardens attached to any particular Flat / Apartment, and the Promoter shall in its absolute right deal therewith to which the Allottee hereby consents.

**It is further clarified that** the development of the said Premises having been undertaken by the Promoter in Phases / Sub-Phases under different plans for both the Bigger Property and the Smaller Property, not all of the Common Areas and Installations may be available for use till such time the development of the entire Housing Complex is completed, and only thereafter shall all the Common Areas and Installations (including the Club) shall be available for use, which fact the Allottee is aware of and hereby acknowledges. It is further clarified that in the unlikely event that the Phase-IIB is not developed or launched at all, then the same shall not form part of the Project / Housing Complex and the land of Phase-IIB shall be divided and demarcated and/or partitioned from Phase-IIA and retained by the Promoter and the Bigger Property Owners and the Allottees of Phase-IIA shall not have any claim or demand with regard thereto and the Promoter shall try and accommodate the specific common facilities proposed **thereat (mainly the swimming pool)** at any other portion of Phase-IIA / Phase-I / Smaller Property;

- xiv) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the allottees of units in the Housing Complex and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE** to these presents) to be contributed and shared by the Allottees.
- xv) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeep and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / Allottees in the Housing Complex for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders.
- xvi) **UNITS** shall mean all the Flats / Apartments and other saleable spaces / constructed areas in the Housing Complex (i.e. at both the Bigger Property

and the Smaller Property), capable of being independently and exclusively held used occupied and enjoyed.

- xvii) **PARKING SPACES** shall mean the spaces in the basement and the ground floor of the various blocks of buildings in the Housing Complex (i.e. at both the Bigger Property and the Smaller Property), as applicable, as also the Multi-Level Car Park, as also at the open space at the ground level in the said Premises / Housing Complex as expressed or intended by the Promoter at its sole discretion capable of being parked motor cars, two wheelers and other vehicles therein or thereat.
- xviii) **CARPET AREA** according to the context shall mean and include the net usable floor area of any Flat / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment;
- xix) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any Flat / Apartment in the Housing Complex [including (i) area covered by balcony or verandah or open terrace area; and (ii) the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two Flats / Apartments, then one half of the area under such wall or column shall be included in the area of each such Flat / Apartment].
- xx) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the following:

The proportionate share of any Allottee in (i) the Common Areas and Installations (excluding the land); (ii) the Common Expenses; and (iii) other matters related to Common Purposes; shall be the proportion in which the Built-up Area of the concerned Allottee's Unit may bear to the Built-up Area of all the Units in the said Premises **Provided That** (i) the proportionate share of any Allottee of Unit in Phase-IIA or IIB at the Bigger Property in the Land comprised in Phase-IIA or IIB of the Bigger Property shall be the proportion in which the Built-up Area of the concerned Allottee's Unit may bear to the Built-up Area of all the Units in that particular Phase-IIA or IIB respectively at the Bigger Property; and likewise (ii) the proportionate share of any Allottee of Unit in the Smaller Property in the Land comprised in the Smaller Property shall be the proportion in which the Built-up Area of the concerned Allottee's Unit may bear to the Built-up Area of all the Units in the Smaller Property.

**Provided Further That** where it refers to the share of the Allottee or any other allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).

- xxi) **SAID UNIT** shall mean the **Residential Flat / Apartment** No. \_\_\_\_\_ Lobby - \_\_\_\_\_ on the \_\_\_\_\_ floor of the \_\_\_\_\_ Block in **Phase-IIA** at the Bigger Property, morefully and particularly mentioned and described in the **SECOND SCHEDULE** to these presents with fittings and fixtures to be provided therein as mentioned in **PART-II** of the **THIRD SCHEDULE** to these presents, with right to use the Common Areas and Installations in common in the manner herein stated.

xxii) **DEVELOPMENT AGREEMENTS** shall mean the Several Development Agreements, entered into by and between the respective Owners and the Promoter from time to time, including modifications and/or additions and/or alterations thereto from time to time, details whereof are mentioned hereinbelow:

**For Bigger Property:**

- a) Development Agreement dated 29.06.2012, duly registered at the office of the Additional District Sub-Registrar, Rajarhat, and recorded in Book- I, CD Volume No. 2, Pages 6650 to 6672, Being No. 1113 for the year 2012.
- b) Development Agreement dated 29.06.2012, duly registered at the office of the Additional District Sub-Registrar, Rajarhat, and recorded in Book- I, CD Volume No. 2, Pages 6673 to 6693, Being No. 1114 for the year 2012.
- c) Development Agreement dated 29.06.2012, duly registered at the office of the Additional District Sub-Registrar, Rajarhat, and recorded in Book- I, CD Volume No. 2, Pages 6814 to 6832, Being No. 1115 for the year 2012.
- d) Development Agreement dated 29.06.2012, duly registered at the office of the Additional District Sub-Registrar, Rajarhat, and recorded in Book- I, CD Volume No. 2, Pages 6717 to 6748, Being No. 1116 for the year 2012.
- e) Supplementary Development Agreement dated 30.03.2015, duly registered at the office of the Additional District Sub-Registrar, Rajarhat, and recorded in Book- I, CD Volume No. 1523, Pages 150760 to 150785, Being No. 11124 for the year 2015.
- f) Development Agreement dated 30.03.2015, duly registered at the office of the Additional District Sub-Registrar, Rajarhat, and recorded in Book- I, CD Volume No. 1523, Pages 150812 to 150837, Being No. 11228 for the year 2015.
- g) Supplementary Development Agreement dated 30.03.2015, duly registered at the office of the Additional District Sub-Registrar,

Rajarhat, and recorded in Book- I, CD Volume No. 1523, Pages 150838 to 150861, Being No. 11229 for the year 2015.

- h) Supplementary Development Agreement dated 30.03.2015, duly registered at the office of the Additional District Sub-Registrar, Rajarhat, and recorded in Book- I, CD Volume No. 1523, Pages 150862 to 150900, Being No. 11230 for the year 2015.**for**

**For Smaller Property:**

- a) Development Agreement dated 26.04.2013, duly registered at the office of the Additional District Sub-Registrar, Rajarhat, and recorded in Book- I, CD Volume No. 7, Pages 12673 TO 12697, Being No. 5004 for the year 2013.
- b) Development Agreement dated 22.05.2014, duly registered at the office of the Additional District Sub-Registrar, Rajarhat, and recorded in Book- I, CD Volume No. 9, Pages 7457 to 7480, Being No. 5767 for the year 2014.
- xxiii) **ASSOCIATION / MAINTENANCE COMPANY** shall mean one or more Company incorporated under any provisions of the Companies Act, 1956 or Association or Syndicate Committee or Registered Society or other Association of Persons, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- xxiv) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter and/or the Owners, as per arrangement between them.
- xxv) **DEEMED DATE OF POSSESSION / DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations or the date of expiry of the period specified in the notice by the Promoter to the Allottee to take possession of the said Unit in terms of **clause 7.2** irrespective of whether the Allottee takes actual physical possession of the said Unit or not, whichever be earlier.
- xxvi) **ARCHITECTS** shall mean M/s. Agarwal & Agarwal, represented by Mr. J. P. Agarwal, of 96, Beltalla Road, 1st Floor, Kolkata 700026 or such other Architects as may be appointed by the Promoter, from time to time for the Housing Complex;
- xxvii) **STRUCTURAL ENGINEER / CONSULTANT** shall mean **ADROIT CONSULTANT**, partnership firm, represented by one of its partner Mr. Mainak Mazumdar, having its office at 10/3 Panchanantala Road, Kolkata.-



700029 or such other Engineer / Consultant as may be appointed by the Promoter from time to time for the project at the said Premises;

- xxviii) **ADVOCATES** shall mean such advocate/s as be appointed by the Promoter for the said Project / Housing Complex at the said Premises;
- xxix) **PLAN** shall mean the plans from time to time sanctioned and/or as may be sanctioned by the Bidhannagar Municipal Corporation [including those already sanctioned by the erstwhile Rajarhat Gopalpur Municipality and/or the Municipal Engineering Department (MED)], for construction at the Bigger Property and the Smaller Property and/or any Phase thereof and shall also include all fresh sanctions and/or sanctionable modifications of the plans as be sanctioned from time to time and/or additions and/or alterations thereto as may be made from time to time by the Promoter. It is also clarified that in case additional constructions are sanctioned by the concerned authorities for the Bigger Property and/or the Smaller Property and/or any Phase thereof, then the Promoter and respective Owners (as per arrangement between them) shall be entitled to construct and deal with the same, to which the Allottee hereby consent. The Allottee is also aware of the fact and consents and admits that owing to construction of additional floors / areas, the proportionate undivided share of the Allottee in the Common Areas and Installations (including the land, if and as applicable) shall be and/or is likely to stand reduced.

**Details of Plans:**

**i) for Phase-I at the Bigger Property:**

Sanction Plan No. 612/12/13 dated 28-03-2013 sanctioned by the Rajarhat Gopalpur Municipality/ approved by the Municipal Engineering Department (MED) vide No. ME/SE (E)/957/LIS-457/2012 for construction of **Phase-I** at the said Bigger Property;

**Promoter** has undertaken development and construction of the Phase-I at the Bigger Property;

**ii) for Phase-II (comprised of Phase-IIA and IIB) at the Bigger Property:**

Plan bearing No. BMC/BPN/RG/204/134/17-18 dated 21.12.2018 sanctioned by the Bidhannagar Municipal Corporation for construction of **Phase-II** at the said Bigger Property;

In as much as the said Phase-II is intended to be developed / launched in two sub-phases, being Phase-IIA and Phase-IIB, and since this agreement pertains only to Phase-IIA, the Promoter and the Bigger Property Owners shall be entitled to cause modification / revision / alteration etc., of the Plan to the extent the same relates to Phase-IIB and/or obtain fresh sanction and/or avail and consume therein any additional / higher area / FAR, if available in future; and the Allottee shall have no objection with regard thereto and hereby consents to the same and no further consent / no objection of the Allottee shall be required therefor.

**iii) for the Smaller Property:**

The **Promoter** intends to obtain all necessary approvals and sanction of the plans and thereafter undertake development and construction at the said Smaller Property.

- xxx) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxxi) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

**Annexure "B"**

1. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the said Unit by the Allottee shall be consistent with the rights and interest of all the Allottees and in using and enjoying the said Unit and the Common Areas and Installations, the Allottee binds himself and covenants:
- (a) to co-operate with the Maintenance In-charge in the management and maintenance of the Housing Complex and other common purposes and formation of the Association/Maintenance Company;
  - (b) to observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Housing Complex and in particular the Common Areas and Installations and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;
  - (c) to allow the Promoter and its authorised representatives with or without workmen to enter into and upon the said Unit at all reasonable times for construction and completion of the buildings and other areas and also for the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the said Unit within seven days of giving of a notice in writing by the Promoter to the Allottee thereabout;
  - (d) to use the said Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work or commercial machine work etc.,) whatsoever without the consent in writing of the Promoter first had and obtained, it being expressly agreed that such restriction on the Allottee shall not in any way restrict the right of the Promoter to use or permit to be used any other unit in the building for non-residential purposes; and such permission if given shall not be pleaded as ground for using the said Unit hereby agreed to be sold for such purposes and uses.
  - (e) In the event the Allottee has been allotted any right of parking motor car / two wheeler or other vehicle within the said Premises, then the Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
    - (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car / two wheeler and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the exclusive right to park one medium sized motor car / two wheeler thereat;
    - (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car / two wheeler at such Parking Space or allow or permit any one to park car / two wheeler or other vehicle at such parking space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person, with the only exception being that the Allottee shall, only after completion of sale, be entitled to let out transfer or part with possession of his parking space independent

of the flat only to any other owner of flat in the Housing Complex and none else;

- (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
  - (iv) The Allottee shall not park nor allow or permit anyone to park motor car / two wheeler or any other vehicle nor shall claim any right of parking motor car / two wheeler or any other vehicle in or at the driveways pathways or passages within the Housing Complex or any other portion of the said Premises save at the allotted Parking Space;
  - (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association / Maintenance Company with regard to the user and maintenance of the parking spaces in the Housing Complex and the said Premises.
  - (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Land Owners and the Maintenance In-charge with regard thereto.
- (f) not to use the roof or other Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
  - (g) to use the Common Areas and Installations only to the extent required for ingress to and egress from the said Unit of men and materials and passage of utilities and facilities.
  - (h) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobby, landings etc., in the premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any common areas of the Housing Complex.
  - (i) not to claim any right whatsoever or howsoever over any unit or portion in the Housing Complex / said premises save the said Unit and also not to claim any right of pre-emptive purchase in the event of sale or transfer of other flats/units etc.
  - (j) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the buildings save a letter-box at the place in the ground floor of the Block in which the said Unit is situated, as be expressly approved or provided by the Promoter and a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or make any wall-cut or use any other apparatus protruding outside the exterior of the said Unit.
  - (k) not to do or permit or suffer to be done anything whereby the policy or policies of insurance on the Building or the Unit against loss or damage by fire or other risks may be rendered void or voidable or whereby the rate of

premium thereon may be increased and to make good all damage suffered by the Promoter and/or the Maintenance In-charge and to repay to the Promoter and/or the Maintenance In-charge on demand all sums paid by the Promoter and/or the Maintenance In-charge by way of increased premiums and all other expenses relating to the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to any other rights of the Promoter and/or the Maintenance In-charge.

- (l) not to alter the outer elevation of the buildings or the Housing Complex or any part thereof nor decorate the exterior of the buildings (including balcony and windows) or the Housing Complex otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (m) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations or in any other portion of the Housing Complex / said premises nor into lavatories, cisterns, water or soil pipes serving the Housing Complex nor allow or permit any other allottee to do so.
- (n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Housing Complex.
- (o) To keep the said Unit and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Housing Complex and not to do or cause to be done anything in or around the said Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the said Unit. In particular and without prejudice to the generality to the foregoing, the Allottee doth hereby covenant that the Allottee shall not make any form of alteration in the beams and columns passing through the said Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (p) In the event the Allottee has been allotted any store room / servant quarter, whether jointly with the flat or independently, then the Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
  - (i) The Allottee shall use such store room / servant quarter only for the purpose of storage or lodging of servant, as applicable, and for no other purpose whatsoever;
  - (ii) The Allottee shall not be entitled to sell transfer or assign to any person such store room / servant quarter or part with possession of the same, independent of his Unit,;
  - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association / Maintenance Company with regard to the user and maintenance of the store room / servant quarter.

- (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such store room / servant quarter and shall indemnify and keep saved harmless and indemnified the Land Owners and the Promoter and the Association / Maintenance Company with regard thereto.
- (q) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through the said Unit.
- (r) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the Housing Complex / said premises including those under the laws related to Fire and Fire Services and rules made there under and shall indemnify and keep the Promoter and the Maintenance In-Charge saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of Allottee.
- (s) maintain at their own costs, the said Unit in the same good condition state and order in which the same be delivered to the Allottee and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the laws related to Fire and Fire Services and the rules made there under) of the Government, The Municipality / Municipal Corporation, the Development Authority, Electricity Authorities, Fire Brigade and/or any statutory authority and/or local body with regard to the user and maintenance of the said Unit as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the Housing Complex / said premises and to make such additions and alterations in or about or relating to the said Unit and/or the Building as be required to be carried out by them, independently or in common with the other Allottee as the case may be without holding the Promoter or the Owners or the Maintenance In-charge in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter, the Owners and the Maintenance In-charge saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottee.
- (t) to sign execute and deliver all papers and documents as be required for obtaining separate apportionment / assessment and mutation of the said Unit, as may be permissible.
- (u) Not to make or permit to be made any alterations in or additions to the Premises or any part thereof or the common fixtures, fittings and decorations therein and without prejudice to the generality of the foregoing not to install or construct any internal partitions save with the prior written approval of the Promoter and even thereafter in a lawful manner, upon such terms and conditions as the Promoter and the relevant authorities deem fit, such consent and approval to be sought at the Allottee' own cost and if the Promoter shall give such written consent and relevant authorities shall give

such approval, to carry out at the Allottee' own expense such alterations or additions with such materials and in such manner and at such times and by such contractors as shall be approved by the Promoter and the Allottee shall at their own expense obtain all necessary planning approval and any other consents pursuant to the provisions of any statute, rule, order, regulation or bye-law applicable thereto and shall comply with the conditions thereof.

- (v) Not to affix or install any further or additional electrical points in or about the said Unit without the prior written consent of the Promoter and the relevant authorities and provided further that all such work, if permitted, shall be carried out by a licensed electrical contractor to be employed and paid by the Allottee who shall ensure as part of the work that the existing circuits are not overloaded or unbalanced. Prior to any electrical installation works the Allottee will be required to submit proper electrical plans to the Public Utilities Board or Power Supply authorities or other relevant authorities for approval.
- (w) All debris and waste materials of whatever nature resulting from any works in the said Unit shall be disposed by the Allottee in the manner prescribed by the Promoter and/or the Maintenance In-charge failing which the Promoter and/or the Maintenance In-charge reserve the right (without being under any obligation to do so) to dispose of the same and all costs and expenses incurred by the Promoter and/or the Maintenance In-charge in this respect shall be paid by the Allottee to the Promoter and/or the Maintenance In-charge on demand.
- (x) To keep the said Unit and every part thereof clean and hygienic and tidy and at a standard acceptable to the Promoter and/or the Maintenance In-charge and to keep all pipes drains basins sinks and water closets if any in the premises clean and unblocked / unclogged. Any cleaners employed by the Allottee for the purposes hereof shall be at the sole expense and responsibility of the Allottee.
- (y) The Allottee shall not throw refuse, rubbish, scrap, tins, bottles, boxes, containers of any kind, any article or thing through or over windows or any part of the Premises but into proper bins receptacles or containers only.
- (z) In the event of any default by the Allottee, the Promoter and/or the Maintenance In-charge may carry out such remedial measures as they think necessary and all costs and expenses incurred thereby shall be paid by the Allottee to the Promoter and/or the Maintenance In-charge forthwith on demand and all costs and expenses so incurred together with interest thereon from the date the costs and expenses were so incurred by the Promoter and/or the Maintenance In-charge until the date they are paid, shall be recoverable from the Allottee as if they were rent in arrears.
- (aa) To keep the said Unit securely fastened and locked at all times when they remain unattended and not to keep any animal or reptile in the Unit.
- (bb) Not to block up, darken, or obstruct or obscure any of the windows or lights belonging to the said Unit or to any part of the Building.
- (cc) Not to cover or obstruct any ventilating shafts or air-inlets or outlets.
- (dd) Not to erect or install on the windows of the said Unit or on any glass panel any sign device furnishing ornament or object which is visible from outside the said Unit and which, in the opinion of the Promoter, is incongruous or unsightly or may detract from the general appearance of the Housing Complex.

- (ee) Not to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the said Unit or any part of the Building any placard poster notice advertisement name or sign or television or wireless mast or aerial or any other thing whatsoever save and except such as shall have been previously approved in writing by the Promoter and at the Allottee' own cost and expense.
  - (ff) Not to place or take into the lifts, without the prior approval of the Promoter and/or the Maintenance In-charge, any baggage, furniture, heavy articles or other goods.
  - (gg) Not to do any act deed or thing whereby the rights of any of the other allottees / owners / occupiers of other units in the Housing Complex is interfered or obstructed and shall do all acts deed and things for the purpose of maintaining decency of the Building.
  - (hh) Not to store or any goods articles or material in or about the said Unit which are hazardous inflammable combustibile illegal or prohibited by law.
  - (ii) not to fix or install air conditioners save and except at places where provision has been made by the Promoter for installation of the same. In case of and in the event the Purchaser installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, the Purchaser shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.20/- (Rupees Twenty) only per sq. ft., of the Built-up Area of the said Unit and shall also forthwith remove the air conditioner/s. Further, before installation, the Purchaser shall also get the layout plan of the air conditioner/s to be installed approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within the said Flat / Apartment itself.
  - (jj) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat / apartment which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the building or deviation of which in the opinion of the Promoter or the Maintenance Company may affect the elevation in respect of the exterior walls of the building and if so done by the Purchaser, the Purchaser shall be liable to pay to the Promoter, liquidated damages assessed @Rs.50/= (Rupees fifty) only per sq. ft. of the Built-up Area of the Purchaser's flat / apartment. The Purchaser shall also be liable to reimburse to the Promoter and/or the Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring the Purchaser's flat / apartment to its original state and condition, for and on behalf of and as the agent of the Purchaser.
  - (kk) not to make in the flat / apartment any structural addition or alteration and/or cause damage to beams, columns, partition walls etc.
  - (ll) to observe such other covenants as be deemed reasonable by the Promoter and/or the Maintenance In-Charge from time to time for the common purposes.
2. The Allottee shall regularly and punctually pay to the Maintenance In-Charge, with effect from the Deemed Date of Possession, the following amounts expenses and outgoings:



- i) All rates and taxes (including khajana / land revenue) and water tax, if any, assessed on or in respect of the said Unit directly to concerned authorities **Provided That** so long such Unit is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Promoter and/or the Maintenance In-Charge proportionate share of all such rates and taxes assessed on the said Premises (i.e. aggregate of the taxes of the Bigger Property and the Smaller Property);
  - ii) All other taxes impositions levies surcharges cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or the Housing Complex or the said Premises as a whole and whether demanded from or payable by the Allottee or the Promoter or the Owners and the same shall be paid by the Allottee wholly in case the same relates to the said Unit and proportionately in case the same relates to the concerned Block or the said Premises.
  - iii) Electricity charges for electricity consumed in or relating to the said Unit and until a separate electric meter is obtained by the Allottee for the said Unit, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide reasonable quantum of power in the said Unit from its own existing sources and the Allottee shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for the said Unit at the rate at which the Maintenance In-charge shall be liable to pay the same to the authority / supplier but after adding thereto 10% (ten percent) of the amount / quantum thereof on account of loss of electricity due to amortization, transmission etc. and other reasons/ heads.
  - iv) Charges for enjoying and/or availing power in excess of that as may be agreed between the Allottee and the Promoter if (subject to availability) provided to the Allottee in the said Unit by the Maintenance In-charge from the Generator to be installed and the same shall be payable to the Maintenance In-charge **And** also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for the said Unit, wholly and if in common with the other Allottee, proportionately to the Promoter or the appropriate authorities as the case may be.
  - v) Proportionate share of all Common Expenses (including those mentioned in the **FOURTH SCHEDULE**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, a minimum of maintenance charges **calculated @ Rs.3.50 (Rupees Three point Five) only** per square foot per month of the Built-up Area of the said Unit. The said minimum rate is based on current market rates of such services and shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.
  - vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by Electricity Authorities from its consumers for the delay payment of its bills).
3. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7<sup>th</sup> day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned

shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or in the letterbox earmarked for the said Unit.

4. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building/s / Block/s / Housing Complex and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other Allottees / Unit Holders proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
  
4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
  - (i) disconnect the supply of electricity (if provided through sub-meter) to the said Unit;
  - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
  - (iii) to demand and directly realise rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit.
  
- 4.1 It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection / withholding of electricity, lift, generator, club etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge or the Land Owners responsible for the same in any manner whatsoever.
  
5. Notwithstanding anything elsewhere to the contrary herein contained or inferred, it is agreed understood and clarified that the Promoter shall in its sole discretion be entitled to alter or change the scheme of the Common Areas and Installations and the manner and mode of use and enjoyment thereof and the Allottee shall not object to the same.