

CONVEYANCE

THIS INDENTURE made this ____ day of _____, **202**__

BETWEEN

DISPLAY VINIMAY PRIVATE LIMITED, a Company, incorporated under the Companies Act, 1956 having its registered office at "Loharuka Niket", DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, having its CIN: _____ of _____ and its I.T. PAN: _____, represented by its _____ son of Shri _____, having his I.T. PAN: _____; Aadhar _____; by occupation _____, by Nationality-Indian, and residing at _____, 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 "Loharuka Niket 101, Park Street, Siddha Point, Ground Floor, Kolkata 700 015, **having its CIN: _____ of _____ and its I.T. PAN: _____**, (2) **ASPIRATION COMMODITY MARKET PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at "Loharuka Niket" DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059 (3) **POLYGON VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 101, Park Street, Siddha Point, Ground Floor, Kolkata 700 015, (4) **NILAMBAR VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 101, Park Street, Siddha Point, Ground Floor, Kolkata 700 015, (5) **NEWEDGE VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 101, Park Street, Siddha Point, Ground Floor, Kolkata 700 015, (6) **STRONG VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 101, Park Street, Siddha Point, Ground Floor, Kolkata 700 015, (7) **GRACE VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 101, Park Street, Siddha Point, Ground Floor, Kolkata 700 015, (8) **FAVOURITE TRADECOMM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 101, Park Street, Siddha Point, Ground Floor, Kolkata 700 015, (9) **SUBHANKAR DEALER PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 101, Park Street, Siddha Point, Ground Floor, Kolkata 700 015, (10) **FLOWERS VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 46, B B Ganguly Street, 2nd Floor, Room No. 4, Kolkata 700 012, (11) **DHRUVTARA DEALTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 46, B B

Comment [P1]: pl set out highlighted portion in all names

Ganguly Street, 2nd Floor, Room No. 4, Kolkata 700 012, (12) **SITARAM VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 46, B B Ganguly Street, 2nd Floor, Room No. 4, Kolkata 700 012, (13) **GEET VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 46, B B Ganguly Street, 2nd Floor, Room No. 4, Kolkata 700 012, (14) **KAMAL DEALMARK PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 46, B B Ganguly Street, 2nd Floor, Room No. 4, Kolkata 700 012, (15) **SIMPLE DEALMARK PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 46, B B Ganguly Street, 2nd Floor, Room No. 4, Kolkata 700 012, (16) **ADITYA DEALMARK PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 46, B B Ganguly Street, 2nd Floor, Room No. 4, Kolkata 700 012, (17) **GLITTERS VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 46, B B Ganguly Street, 2nd Floor, Room No. 4, Kolkata 700 012, (18) **DESERVE DEALERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 46, B B Ganguly Street, 2nd Floor, Room No. 4, Kolkata 700 012, (19) **LINKWISE VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 46, B B Ganguly Street, 2nd Floor, Room No. 4, Kolkata 700 012, (20) **SOFTLINK SUPPLIERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 46, B B Ganguly Street, 2nd Floor, Room No. 4, Kolkata 700 012, (21) **GALLANT VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 46, B B Ganguly Street, 2nd Floor, Room No. 4, Kolkata 700 012, (22) **MANGALKARI PRATISTHAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 46, B B Ganguly Street, 2nd Floor, Room No. 4, Kolkata 700 012, (23) **APNAPAN SUPPLIERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at "Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (24) **RENOVATE SUPPLIERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at "Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (25) **SARWAR AGENCY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at "Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (26) **KUBER VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at "Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (27) **MAXIM ENCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at "Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (28) **DAGGER MERCHANTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at "Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (29) **DHANLAXMI PRATISTHAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 101, Park Street, Siddha Point, Ground Floor, Kolkata 700 015, (30) **LUCKDHAN DEALERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at "Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (31) **NABROOP SALES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at "Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (32) **HECTOR DISTRIBUTORS PRIVATE LIMITED**, a Company

incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (33) **PROTECT VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (34) **DEEPJYOTI DEALERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (35) **RISHIKESH VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (36) **DAMODAR AGENCIES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (37) **LAGAN COMMODITIES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (38) **COMPARE MERCHANTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (39) **FANTOM VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (40) **VASUNDHARA VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (41) **SINDHU VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (42) **NEUTRAL VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (43) **SADASIV VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (44) **SUHAGAN MARKETING PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (45) **PRAYAG DEALCOMM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (46) **SITARA VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (47) **ROCKET VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (48) **SURYA KIRAN VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (49) **TARANA TIEUP PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (50) **SAKSHI DISTRIBUTOR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (51) **DHANAPATI TIEUP PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (52) **NEPTUNE VANIJYA PRIVATE**

LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (53) **GULMOHOR AGENCY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (54) **ESQUIRE VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (55) **PARIJAT VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (56) **PANCHMUKHI VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (57) **CORNFLOWER TRADELINK PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (58) **BHAGIRATHI CONSULTANCY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (59) **ANUMODAN SUPPLIERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (60) **FASTMOVE ADVISORY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (61) **PASSION VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (62) **FORCEFUL COMMERCIAL PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (63) **FORCEFUL DEALER PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (64) **BAVICON VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (65) **GOLDSTAR VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (66) **GALLANT VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (67) **SUPERIOR VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (68) **DREAMLAND VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (69) **GETWELL COMMODITY MARKET PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (70) **JIBAN JYOTI RETAILS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (71) **SUPERLATIVE VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan,

Deshbandhu Nagar, Kolkata 700 059, (72) **AAWAGAMAN COMMERCIAL PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at "Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059,

-all represented by their constituted attorney _____ (PAN _____ and Aadhar No. _____), son of _____, by occupation _____, by Nationality Indian, residing at _____, 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

_____ 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 **FIFTH 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 Owners have executed power/s of attorney in favour of the Promoter and/or its nominees for the purposes of construction and 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 had registered the Phase-IIA of the Project under the provisions of the West Bengal Housing Industry Regulation Act, 2017.

Comment [NS2]: Was this project registered under RERA

The Phase-IIB of the Project was registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 Act on _____ under registration No. _____.

F. The Promoter has completed the construction of the Phase-IIA of the Project (as hereinafter defined) in accordance with the Plan (as hereinafter defined) sanctioned by the concerned authorities and _____ had issued completion certificate vide _____ dated _____.

The Promoter has also completed the construction of the Phase-IIB of the Project (as hereinafter defined) in accordance with the Plan (as hereinafter defined) sanctioned by the concerned authorities and _____ has issued completion certificate vide _____ dated _____.

Comment [NS3]: This is variable - In case Phase-IIB is not complete at the time of Conveyance of Units in Phase-IIA, then to modify accordingly.

G. By an Agreement for Sale dated _____ and registered with the _____ in _____, the Promoter agreed to sell and transfer to the Allottee **All That the said Apartment / Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the **Sale Agreement**"), which stands modified and/or superceded by these presents.

H. The construction of the said Unit is complete to the full and final satisfaction of the Allottee and the Promoter has delivered possession thereof to the Allottee on _____.

I. The Promoter and the Land Owners have duly complied with their obligations contained in the said Sale Agreement and are not in default of their obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total Price to the Promoter. Any and all claims by any party against the other under or by virtue of the said Sale Agreement hereby stand waived and all delays defaults and breaches stand condoned.

Comment [NS4]: Client to consider

J. The Allottee has now requested the Promoter and the Land Owners to convey the said Apartment in favour of the Allottee.

K. The Allottee acknowledges the fact that the Project has undergone changes from time to time since the time it was originally conceived and may undergo further changes in future, and the Allottee hereby consents to the same and confirms that it neither has nor shall have any objection with regard thereto.

The Allottee has fully understood the scheme of development of the Housing Complex / Project herein envisaged and is fully aware of the fact that the Promoter intends to undertake development at the Bigger Property and the Smaller Property in Phases and all developments together are to ultimately 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.

The Allottee is also fully aware of the fact that inasmuch as the development of the said Premises is being undertaken by the Promoter in Phases / Sub-Phases under different plans, 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; 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.

- L. At or before the execution hereof, the Allottee has fully satisfied itself with regard to the following:
- (i) The rights title and interest of the Promoter and the Owners to their respective premises and all legal incidents and matters in relation thereto and/or affecting the same;
 - (ii) The Development Agreements and the contents purport scope and meaning thereof and the rights and powers of the Promoter thereunder;
 - (iii) The facts hereinbefore recited and the superceding and overriding effects of this document and the contents hereof over all earlier agreements and understandings made prior hereto;
 - (iv) The workmanship and quality of construction of the said Unit and the Project, including the structural stability of the same;
 - (v) The total area comprised in the said Unit;
 - (vi) The Completion Certificate;
 - (vii) The scheme of user and enjoyment of the Common Areas and Installations as contained in these presents and also in the Sale Agreement.

Comment [NSS]: In case there be any change

I. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of Rs. _____ (Rupees _____) only by the Allottee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the payment of the same, both the Promoter and the Land Owners do hereby discharge the Allottee), the Land Owners and the Promoter do and each of them doth hereby grant sell convey transfer release assign and assure (both of them conveying and transferring their respective rights title and interest) unto and to the Allottee **ALL THAT** the said Apartment / Unit described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** the right to use and enjoy the Common Areas and Installations in common in the manner herein stated and agreed **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment / Unit **TO HAVE AND TO HOLD** the said Apartment / Unit and every part thereof unto and to the use of the Allottee absolutely and forever free from encumbrances **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements herein contained and also in the Sale Agreement and on the part of the Allottee to be observed fulfilled and performed **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the said Apartment / Unit wholly and the Common Expenses (described in the **FOURTH SCHEDULE** hereunder written) proportionately and all other outgoings in connection with the said Apartment / Unit wholly and the said Premises and in particular the Common Areas and Installations.

II. THE LAND OWNERS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE as follows:-

- i) The interest which the Land Owners and the Promoter respectively profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Allottee the said Apartment / Unit in the manner aforesaid.
- ii) It shall be lawful for the Allottee from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Apartment / Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Land Owners and the Promoter.
- iii) The Land Owners and the Promoter shall upon reasonable request and at the costs of the Allottee make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Apartment / Unit hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.
- iv) Till such time the title deeds in connection with the said Premises are not handed over to the Association / Maintenance Company, the Land Owners and the Promoter, as the case may be, unless prevented by fire or some other irresistible force or accident shall upon reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee such title deeds and also shall at the like request and costs of the Allottee deliver

to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

III. THE ALLOTTEE DOETH HEREBY COVENANT WITH THE PROMOTER AND THE LAND OWNERS as follows:

1. The Allottee so as to bind himself to the Promoter and the Land Owners and the other allottees and so that this covenant shall be for the benefit of the Project and other apartments / units therein hereby covenants with the Promoter and the Land Owners and with all the other allottees that the said Allottee and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the said Sale Agreement, which shall apply mutatis mutandis.

2. 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.

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.

3. The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages / closed 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.

4. The Allottee shall 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.

4.1 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.

Comment [NS6]: In case association is formed, then to change this clause

4.2 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.

5. 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 has been approved by the competent authority (ies) except for as provided in the Act and save to the extent specifically mentioned in the Sale Agreement and/or these presents.

6. 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.

7. 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.

8. That the rights and obligations of the parties under or arising out of these presents shall be construed and enforced in accordance with the laws of India for the time being in force.

9. **Other Provisions:**

9.1 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.

- 9.2. 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.
- 9.3 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.
- 9.4 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.
- 9.5 The rights of the Allottee in respect of the said Unit under these presents can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- 9.6 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.
- 9.7 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 these presents) in such manner as the Promoter shall in its absolute discretion think fit and proper.
- 9.8 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.
- 9.9 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.

- 9.10 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-II**, 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.
- 9.11 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**.
- 9.12 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,

Comment [NS7]: This clause may be removed as we understand that Client has no intent to expand the Project

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.

- 9.13 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;
- 9.14 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.
- 9.15 The properties and rights hereby 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 property.
- 9.16 The Allottee shall be bound and obliged to comply with the provisions of The Real Estate (Regulation & Development) Act, 2016 (RERA) and also the provisions of West Bengal Apartment Ownership Act, 1972, including for vesting/transfer of the title/interest in respect of the Common Areas and Installations, if proportionate share thereof is held by the Allottee herein, in favour of the Association/Maintenance Company as may be formed, at its/their own costs (including stamp duty, registration fee, legal fees, other expenses, etc., as applicable). The Allottee and the other allottees shall keep the Promoter and the Land Owners fully indemnified with regard to the aforesaid provisions.
- 9.17 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.
- 9.18 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 and the Maintenance In-charge against all actions claims proceedings costs expenses and demands made against or suffered by the Land Owners or the Promoter or the Maintenance In-charge 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.

- 9.19 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.
- 9.20 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.
- 9.21 The 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 these presents at _____ 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:

WITNESSES TO ALL THE ABOVE:

1. Signature _____

Name _____

Address _____

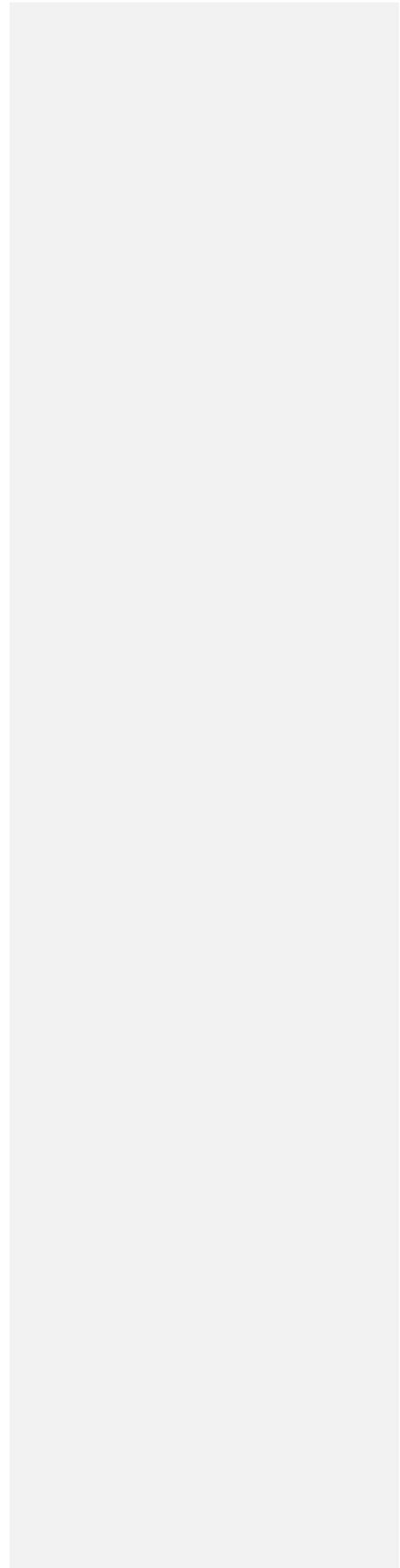
2. Signature _____

Name _____

Address _____

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the within named Allottee the within mentioned sum of Rs. _____ (Rupees _____) only being the consideration in full payable under these presents to the Promoter by cheques /pay order / demand draft and/or in cash.



SCHEDULES**THE FIRST SCHEDULE ABOVE REFERRED TO:****PART-I
(Bigger Property)****PLEASE SET OUT****Details of Land Comprised in Phase-I:****PLEASE SET OUT****Details of Land Comprised in Phase-II:****PLEASE SET OUT****PART-II
(Smaller Property)****PLEASE SET OUT****PART-III
(said Premises)**

ALL THAT the piece or parcel of land admeasuring _____ 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. _____, _____, _____ and _____ recorded under L. R. Khaitan Nos. _____, _____, _____ and _____ within the limits of Ward No. _____ 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-** [] 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**".

Comment [a8]: change in case of commercial space

Comment [NS9]: Mention IIA or IIB

SET OUT NARRATION FOR PARKING SPACES

THE THIRD SCHEDULE ABOVE REFERRED TO**(Common Areas and Installations)**

Comment [a10]: Client to check

1. Land comprised in the Phase-II at the Bigger Property shall be owned proportionately by the allottees / unit-buyers of Phase-II (i.e. both Phase-IIA and Phase-IIB). So far the land comprised in Phase-I is concerned, only the allottees / unit-buyers of Phase-I shall have proportionate undivided share therein as mentioned in their transfer documents. Similarly, so far the land comprised in Smaller Property is concerned, only the allottees / unit-buyers at the Smaller Property shall have proportionate undivided share therein.
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:
 - a) 2 Badminton Courts;
 - b) _____;
 - c) _____;
 - iii) In Phase-IIB:
 - a) 1 Badminton Court;
 - b) Swimming Pool;
 - c) _____;
3. Entrance and exit gates of the Project.
4. Paths, passages and driveways in the Project (i.e. the entirety of the said Premises) other than those reserved by the Promoter and/or the Land Owners (as per arrangement between them) for their 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 and/or the Land Owners (as per arrangement between them) for use of themselves 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.**
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 on 4th floor and above.
15. Top Roofs of the Blocks / Buildings and staircover room;
16. _____;
17. _____;
18. _____;
19. _____;

Comment [NS11]: Client to fill in the rest

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.

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:
(Devolution of Title to the Bigger Property)

CLIENT TO SET OUT

Annexure "A"

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

- i) **ACT** shall mean the Real Estate (Regulation and Development) Act, 2016 (Act No.XVI of 2016).
- ii) **RULES** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- iii) **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 _____ 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.____ 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.
- iv) **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 constructed and/or 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.

Reference to the term "Project" may mean the entire Housing Complex at the said Premises or the Phase-II thereof, as the context may permit.

- v) **BIGGER PROPERTY** shall mean the Property containing an area of _____ Decimals more or less, lying and situated at Mouza-Atghara, J.L. No. 10, R.S.No. 133, Touzi No.172, comprised in L.R. and R.S. Dag Nos.____, _____, _____, _____, _____, _____, _____, _____, recorded under L.R. Khaitan Nos.____, _____, _____, _____, _____, _____, _____, _____, within Ward No.____ 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 being

developed in Two Phases, being Phase-I (having a land area of _____ Acres, whose development is complete) and Phase-II (having a land area of _____ Acres) whose development is also complete. The said Phase-II has been developed and launched in Two Sub-Phases, being Phase-IIA (comprised of Block-5, Block-6, Block-7, Block-8, Block-9 and Multi-Level Car Parking Block and Phase-IIB (comprised of Block-10, Block-11, Block-12, Block-13 and Block-14).

Comment [NS12]: Client to note and consider

Comment [NS13]: Client to note and consider

- vi) **SMALLER PROPERTY** shall mean the Property containing an area of **38.4024** Decimals 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 and 515, recorded under L.R. Khaitan Nos. _____, _____, _____, _____, _____, _____, _____, _____, within Ward No. _____ 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 at a later time / as a future development.
- vii) **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 "Loharuka Niket 101, Park Street, Siddha Point, Ground Floor, Kolkata 700 015, (2) **ASPIRATION COMMODITY MARKET PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at "Loharuka Niket" DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059 (3) **POLYGON VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 101, Park Street, Siddha Point, Ground Floor, Kolkata 700 015, (4) **NILAMBAR VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 101, Park Street, Siddha Point, Ground Floor, Kolkata 700 015, (5) **NEWEDGE VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 101, Park Street, Siddha Point, Ground Floor, Kolkata 700 015, (6) **STRONG VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 101, Park Street, Siddha Point, Ground Floor, Kolkata 700 015, (7) **GRACE VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 101, Park Street, Siddha Point, Ground Floor, Kolkata 700 015, (8) **FAVOURITE TRADECOMM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 101, Park Street, Siddha Point, Ground Floor, Kolkata 700 015, (9) **SUBHANKAR DEALER PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 101, Park Street, Siddha Point, Ground Floor, Kolkata 700 015, (10) **FLOWERS VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 46, B B Ganguly Street, 2nd Floor, Room

No. 4, Kolkata 700 012, (11) **DHRUVTARA DEALTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 46, B B Ganguly Street, 2nd Floor, Room No. 4, Kolkata 700 012, (12) **SITARAM VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 46, B B Ganguly Street, 2nd Floor, Room No. 4, Kolkata 700 012, (13) **GEET VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office 46, B B Ganguly Street, 2nd Floor, Room No. 4, Kolkata 700 012, (14) **KAMAL DEALMARK PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office 46, B B Ganguly Street, 2nd Floor, Room No. 4, Kolkata 700 012, (15) **SIMPLE DEALMARK PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 46, B B Ganguly Street, 2nd Floor, Room No. 4, Kolkata 700 012, (16) **ADITYA DEALMARK PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 46, B B Ganguly Street, 2nd Floor, Room No. 4, Kolkata 700 012, (17) **GLITTERS VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 46, B B Ganguly Street, 2nd Floor, Room No. 4, Kolkata 700 012, (18) **DESERVE DEALERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 46, B B Ganguly Street, 2nd Floor, Room No. 4, Kolkata 700 012, (19) **LINKWISE VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 46, B B Ganguly Street, 2nd Floor, Room No. 4, Kolkata 700 012, (20) **SOFTLINK SUPPLIERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 46, B B Ganguly Street, 2nd Floor, Room No. 4, Kolkata 700 012, (21) **GALLANT VINTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 46, B B Ganguly Street, 2nd Floor, Room No. 4, Kolkata 700 012, (22) **MANGALKARI PRATISTHAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 46, B B Ganguly Street, 2nd Floor, Room No. 4, Kolkata 700 012, (23) **APNAPAN SUPPLIERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (24) **RENOVATE SUPPLIERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (25) **SARWAR AGENCY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (26) **KUBER VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (27) **MAXIM ENCLAVE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (28) (28) **DAGGER MERCHANTS PRIVATE LIMITED**, a Company incorporated

under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (29) **DHANLAXMI PRATISTHAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 101, Park Street, Siddha Point, Ground Floor, Kolkata 700 015, (30) **LUCKDHAN DEALERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (31) **NABROOP SALES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (32) **HECTOR DISTRIBUTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (33) **PROTECT VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (34) **DEEPJYOTI DEALERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (35) **RISHIKESH VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (36) **DAMODAR AGENCIES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (37) **LAGAN COMMODITIES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (38) **COMPARE MERCHANTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (39) **FANTOM VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (40) **VASUNDHARA VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (41) **SINDHU VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (42) **NEUTRAL VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (43) **SADASIV VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (44) **SUHAGAN MARKETING PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar,

Kolkata 700 059, (45) **PRAYAG DEALCOMM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (46) **SITARA VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (47) **ROCKET VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (48) **SURYA KIRAN VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (49) **TARANA TIEUP PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (50) **SAKSHI DISTRIBUTOR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (51) **DHANAPATI TIEUP PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (52) **NEPTUNE VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (53) **GULMOHOR AGENCY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (54) **ESQUIRE VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (55) **PARIJAT VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (56) **PANCHMUKHI VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (57) **CORNFLOWER TRADELINK PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (58) **BHAGIRATHI CONSULTANCY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (59) **ANUMODAN SUPPLIERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (60) **FASTMOVE ADVISORY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (61) **PASSION VANIJYA PRIVATE LIMITED**, a Company incorporated

under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (62) **FORCEFUL COMMERCIAL PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (63) **FORCEFUL DEALER PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (64) **BAVICON VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (65) **GOLDSTAR VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (66) **GALLANT VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (67) **SUPERIOR VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (68) **DREAMLAND VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (69) **GETWELL COMMODITY MARKET PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (70) **JIBAN JYOTI RETAILS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (71) **SUPERLATIVE VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, (72) **AAWAGAMAN COMMERCIAL PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at “Loharuka Niket DC-9/28, Shastri Bagan, Deshbandhu Nagar, Kolkata 700 059, **all of whom own the said Bigger Property.**

- viii) **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.**
- ix) **OWNERS** shall mean either the Bigger Property Owners or the Smaller Property Owners or both, as the context may permit.
- x) **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

Comment [a14]: reference to Jaiswals only

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.

- xi) **COMMON AREAS AND INSTALLATIONS** shall mean those areas installations and facilities in the Housing Complex mentioned and specified in 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.

- xii) **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.
- xiii) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping 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.
- xiv) **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.
- xv) **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.

Comment [U15]: Client to note that Sale of open parking spaces is not permitted under RERA.

- xvi) **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;
- xvii) **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].
- xviii) **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-II (i.e. both Phase-IIA and IIB) at the Bigger Property in the Land comprised in Phase-II 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 Phase-II 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).

- xix) **SAID UNIT** shall mean the **Residential Flat / Apartment** No. _____ Lobby - ____ on the _____ floor of the _____ Block in **Phase-** _____ at the Bigger Property, morefully and particularly mentioned and described in the **SECOND SCHEDULE** to these presents, with right to use the Common Areas and Installations in common in the manner herein stated.

xx) **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:

a) **for Bigger Property:**

TO SET OUT

b) **for Smaller Property:**

TO SET OUT

xxi) **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.

xxii) **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.

xxiii) **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, 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.

Details of Plans:

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

Plan bearing No._____ dated _____ sanctioned by the Rajarhat Gopalpur Municipality and No._____ dated _____ sanctioned / approved by the Municipal

Engineering Department (MED) 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. _____ dated _____ sanctioned by the **Rajarhat Gopalpur Municipality** and No. _____ dated _____ sanctioned / approved by the Municipal Engineering Department (MED) for construction of **Phase-II** at the said Bigger Property;

iii) for the Smaller Property:

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

xxiv) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

xxv) 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**.

xxvi) The expression **ALLOTTEE** shall be deemed to mean and include:

- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
- (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;
- (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;
- (d) In case the Allottee be a company, then its successors or successors-in-office;

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 rooms / 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 West Bengal Fire Services Act, The Air (Prevention & Control of Pollution) Act, 1981, The Water (Prevention & Control of Pollution) Act, 1974 and The Environment (Protection) Act, 1986 and the 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

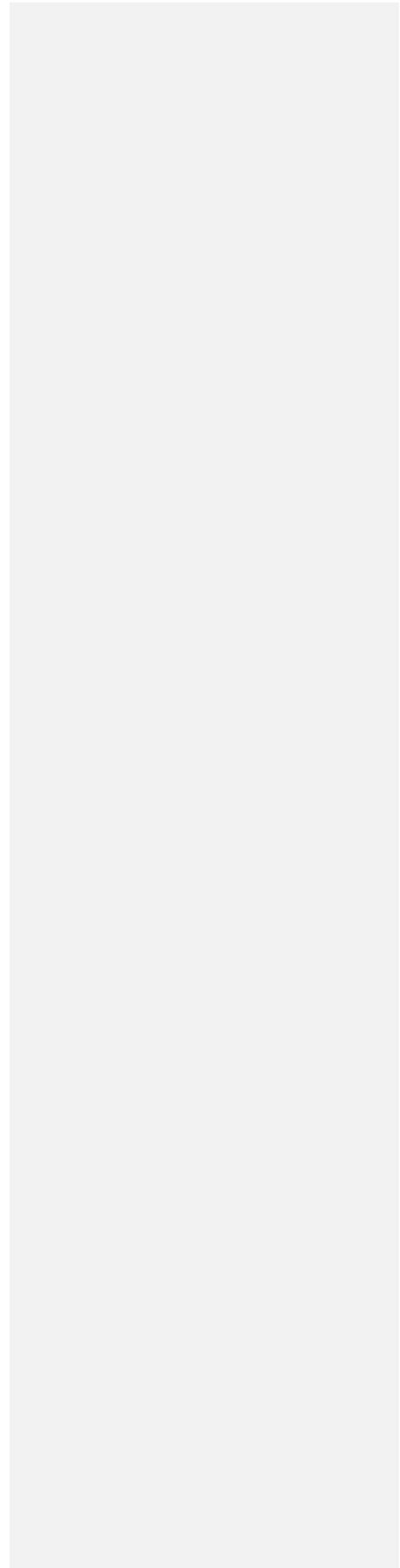
- prescribed by the Promoter and/or the Maintenance In-charge failing which the Promoter and/or the Maintenance In-charge reserve the right (without being under any obligation to do so) to dispose of the same and all costs and expenses incurred by the Promoter and/or the Maintenance In-charge in this 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 combustible 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. _____ (Rupees _____) 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 /Date of Commencement of Liability (as defined in the Sale Agreement), 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. [REDACTED]** 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 7th 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.



Notes for Client Mr. Sunil Modi / Ms. Mukta Agarwal:

Draft for approval. Please check facts and figures. Highlighted / commented portions to be checked by Client. Will revise after receiving your comments. Base Draft is the Proforma Draft Agreement drawn by us and sent to Client on or about September 30, 2022.

Please note that transfer of Open Parking Spaces shall be in contravention of RERA. Also, steps need to be taken for formation of association upon majority flats being booked.

Saraogi & Co., Advocates

April 12, 2023

181-3_Urban Greens_For Whole Phase-II (A+B)_RERA-Unit Sale DEED-1_12-4-23_Multi-Prop+Phases+Joint Common Areas