

ANNEXURE-A

Agreement for Sale

This Agreement for Sale (Agreement) executed on this.....(Date)
day of (Month), 20,

By and Between

(1)SANJAY MALHOTRA, son of Late Pran Nath Malhotra, by Nationality-Indian, by Faith – Hindu, by Occupation- Business, residing at Shantiban Housing Complex, Block - Topor, Flat No. B/202, 7, Umakanta Sen Lane, P.O. Ghughudanga, P.S.-Chitpur, Kolkata- 700030, District- South 24 Parganas, **(2)SHUKLA MALHOTRA**, wife of Sanjay Malhotra, by Nationality- Indian, by Faith – Hindu, by Occupation- Business, residing at Shantiban Housing Complex, Block-Topor, Flat No - B/202, 7, Umakanta Sen Lane, P.O.- Ghughudanga, P.S.- Chitpur, Kolkata - 700030, District - South 24 Parganas, **(3)MADAN CHANDRA PRAMANIK**, son of Late Dashurathi Pramanik alias Dashu Pramanik, by Faith-Hindu, by Occupation- Cultivation, by Nationality-Indian, residing at Baikunthapur, P.O.-Dakshin Gobindapur P.S.-Baruipur, Kolkata- 700145, District-South 24 Parganas hereinafter jointly and collectively called and referred to as the **OWNERS/VENDORS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives assigns) of the **FIRST PART** represented by its Lawful Constituted Attorney, namely **1) MD. KHAYRUL HASSAN MOLLA**, son of Late Abdul Khalil Molla alias Khalil Abdul Molla, by Faith- Muslim, by Occupation- Business, by Nationality- Indian, residing at Village - Beramara, Post Office- Beramara, Police Station - Magrahat, Pin- 743609, District- South 24 Parganas, **2) ABDUS SALIM GHARAMI**, son of Late Abdus Samad Gharami, by Faith- Muslim, by Occupation- Business, by Nationality-Indian, residing at Sajahan Road, Post Office & Police Station - Baruipur, Pin- 700144, District- South 24 Parganas, West Bengal, directors of

BUILDHEAVEN CONSTRUCTION PRIVATE LIMITED

MD - Khayrul Hassan Molla
Director

BUILDHEAVEN CONSTRUCTION PRIVATE LIMITED

Abdus Salim Gharami
Director

M/S BUILDHEAVEN CONSTRUCTION PRIVATE LIMITED, the Company is incorporated under the Provision of Companies Act 2013, and its registered Office at Kabi Nazrul Sarani, C/o Khayrul Hassan Molla, Ward No. 17, within Baruipur Municipality, Post office & Police Station - Baruipur, District South 24 Parganas, Kolkata- 700144, West Bengal vide registered Development Power of Attorney, being No. 04339 for the year 2022 which is registered in the office D.S.R. V of South 24 Parganas and recorded in Book No. I, Volume No. 1630-2022, Pages from 162572 to 162594.

AND

M/S BUILDHEAVEN CONSTRUCTION PRIVATE LIMITED, the Company is incorporated under the Provision of Companies Act 2013, and its registered Office at Kabi Nazrul Sarani, C/o Khayrul Hassan Molla, Ward No. 17, within Baruipur Municipality, Post office & Police Station - Baruipur, District South 24 Parganas, Kolkata- 700144, West Bengal, represented by its directors, **1) MD. KHAYRUL HASSAN MOLLA**, son of Late Abdul Khalil Molla alias Khalil Abdul Molla, by Faith- Muslim, by Occupation- Business, by Nationality- Indian, residing at Village - Beramara, Post Office- Beramara, Police Station - Magrahat, Pin- 743609, District- South 24 Parganas, **2) ABDUS SALIM GHARAMI**, son of Late Abdus Samad Gharami, by Faith- Muslim, by Occupation- Business, by Nationality-Indian, residing at Sajahan Road, Post Office & Police Station - Baruipur, Pin- 700144, District- South 24 Parganas, West Bengal, hereinafter called and referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its directors, office-in-charges, executors, administrators, legal representatives) of the **SECOND PART**, authorized vide Development Agreement 11.03.2022, being No. 1953 for the year 2022 which has been registered in the office of D.S.R.- V of South 24 Parganas at Alipore and recorded in Book No. I, Volume No. 1630-2022, Pages from 90051 to 90114.

AND

Mr./Mrs./Ms (having PAN-) son/daughter/wife
of aged about years, by Faith-, by
Occupation-, residing at

.....
hereinafter called the "Allottee/s" of **THIRD PART** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in- interest & permitted assignees).

The Promoter/Developer and the Allottee/s shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

INTERPRETATIONS/ DEFINITIONS:

For the purpose of this agreement for sale, unless the context otherwise requires,-

- a) "Act" Means the Real Estate (Regulation and Development) Act,2016 (16 of 2016).
- b) "Rules" Means the Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- c) "Regulation" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016.
- d) "Section" means a section of the Act.

WHEREAS

A. The Promoter is the absolute and lawfully authorized to constructed multi storied building upon the ALL THAT piece and parcel of land admeasuring an area of total 33 Decimal splitting into 3 decimal comprising in R.S. & L.R. Dag No. 256 under R.S. Khatian No. 600 corresponding to L.R. Khatian No. 1538,

2343 and 2344, and another area of land more or less 30 Decimal comprising in R.S. & L.R. Dag No. 257 under R.S Khatian Nos. 178 corresponding to L.R. Khatian No. 1538, 2343 and 2344, lying and situated at Mouza- Khasmallick, J.L. No. 35, R.S. No. 190, Touzi No. 250, District Sub-Registrar Office at Alipore, Additional District Sub - Registrar Office at Baruipur, Police Station- Baruipur, within the jurisdiction of Hariharpur Gram Panchayat, District- South 24 Parganas vide development agreement which was registered in the office of the DSR - V at Alipore, South 24-Parganas, vide Book No. I, Volume No. 1630-2022 Pages from 90051 to 90114 by being No. 01953 for the year 2022.

- B.** The said land is earmarked for the purpose of building of a project, comprising B+G+4 multistoried apartment buildings and the said project shall be known as “Ganga Greens”.

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

- C.** The Promoter/Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the said land on which Project is to be constructed have been completed.
- D.** The promoter/developer has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, plot or building. The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with the Act and other laws as applicable.
- E.** The Promoter/Developer has been registered the project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority on

under Registration No.

The Allottee/s had applied for an Flat/Unit in the Project vide Application No. dated and has been allotted Flat/Unit No. having carpet area of Square Feet, type , on Floor in [tower/block/building] No. ("Building") along with garage/covered parking No. admeasuring square feet in the [location of the garage/covered parking is], as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defied under the Act (total building more particularly described in Schedule-A and the floor plan or the apartment is annexed hereto and marked as Schedule-B);

F. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

G. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

H. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Developer hereby agrees to sell and the Allottee/s hereby agree to purchase the [Flat/Unit] and the garage/covered parking (if applicable) as specified lateron.

NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:

1. TERMS :

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter/Developer hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase , the [Flat] as specified lateron

1.2 The Total Price for the [Flat/Unit] based on the carpet area is Rs./- (in words Rupees only) ("Total Price") (Give break-up and description):-

Block/Building/ Tower No Flat/Unit no. ... Type Floor.....	Rate of Apartment per square feet
Total Price (in Rupees)	

EXPLANATION:

exclusive open terrace areas, taxes, maintenance charges, as per Para II etc., if/ as applicable.

Garage / covered parking- 1	Price for Parking- (in Rs.)
Total price (in Rupees)	

(i) The Total Price above includes the booking amount paid by the allottee/s to the Promoter/Developer towards the [Flat/Unit]

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter/Developer by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter/Developer, by whatever name called) upto the date of the handing over the possession of the Flat to the allottee/s and the Project to

the association of allottee/s or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter/Developer shall be increased/ reduced based on such change/ modification.

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

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

1.3 The Total Price of Apartment/ Plot includes recovery of price of land, construction of apartment, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para. II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project.

The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time

to time. The Promoter/Developer undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Developer shall enclose the said notification/order/rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

1.4 The allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.5 The Promoter/Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter/Developer.

1.6 It is agreed that the Promoter/Developer shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ Plot/building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act:

Provided that the Promoter/Developer may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter/Developer shall confirm to the final carpet areas that has

been allotted the Allottee/s after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area than the Promoter/Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter/Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

1.8 Subject to Para 9.3 the Promoter/Developer agreed and acknowledges, the Allottee shall have the right to the Apartment/ Plot as mentioned below:

- (i)** The Allottee(s) shall have exclusive ownership of the Apartment
- (ii)** The Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottee(s) in the common areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of allottee/s after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii)** That the computation of the price of the Apartment/ Plot includes recovery of price of land, construction of, [not only the Apartment but also], the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common

areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project;

(iv) The Allottee/s have the right to visit the Project site to assess the extent of development of the Project and his Apartment/ Plot, as the case may be.

1.9 It is made clear by the Promoter/Developer and the Allottee/s agree that the Apartment along with garage/ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

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

1.11-----The Allottee/s have paid

a sum of Rs. ----- (Rupees ----- only)
as booking amount being part payment towards the Total Price of the [Apartment/ Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/ Plot] as prescribed in the payment plan at [Schedule C] as may be demanded by the Promoter/Developer within the time and manner specified therein.

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

2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Promoter/Developer abiding by the construction milestones, the Allottee/s shall make all payments, on written demand by the Promoter/Developer, within the stipulated time as mentioned in the payment plan [through account payee cheque / demand draft/ banker's cheque or online payment (as applicable) in favor of "Buildheaven Construction Private Limited, Bank:- Bank, Branch:-, A/c No:-, IFSC:- payable at Bank:- Bank, Branch:-, A/c No:-, IFSC:-

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee/s, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter/Developer with such permission, approval which would enable the Promoter/Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments

thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee/s understand and agrees that in the event of any failure on his / her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter/Developer accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter/Developer shall not be responsible towards any third party making payment/remittances on behalf of Allottee/s and such third party shall not have any right in the application/allotment of the said Apartment/ Plot apply for herein in any way and the Promoter/Developer shall be issuing the payment receipts in favor of the Allottee/s only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE :

The Promoter/Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the Association of allottee/s or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee/s have seen the proposed layout plan, specifications, amenities and facilities of the Apartment/ Plot and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter/Developer. The Promoter/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, Subject to the terms in this Agreement, the Promoter/Developer undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the by the State Laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter/Developer shall constitute a material breach of this Agreement.

7. POSSESSION OF THE APARTMENT / PLOT:

7.1 Schedule for possession of the said [Apartment / Plot] – The Promoter/Developer agrees and understands that timely delivery of possession of the Apartment to the Allottee/s and the common areas to the Association of allottee/s or the competent authority, as the case may be, is the essence of the Agreement. The Promoter/Developer assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter/Developer shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter/Developer to implement

the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter/Developer from the Allotment within 45 days from that date. The Promoter/Developer shall intimate the Allottee/s about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee/s, the Allottee/s agreed that he/ she shall not have any rights, claims etc. against the Promoter/Developer and the Promoter/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession- The Promoter/Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Developer. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Developer/ Association of Allottee/s, as the case may be, after the issuance of completion certificate for the Project. The Promoter/Developer shall handover the occupancy certificate of the Apartment/ Plot, as the case may be, to the Allottee/s at the time of conveyance of the same.

7.3 Failure of Allottee/s to take possession of Apartment- Upon receiving a written intimation from the Promoter/Developer as per Para 7.2 above, the Allottee(s) shall take possession of the [Apartment] from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter/Developer shall give possession of the [Apartment/ Plot] to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Para 7.2 above, such Allottee/s shall continue to be liable to pay maintenance charges as

specified under Para 7.2 above.

7.4 Possession by the Allottee- After obtaining the occupancy certificate and handing over physical possession of the [Apartment/ Plot] to the Allottee, it shall be the responsibility of the Promoter/Developer to handover the necessary documents and plan, including common areas to the Association of allottee/s or the competent authority, as the case may be, as per the local laws:

[Provided that, in the absence of any local law, the Promoter/Developer shall handover the necessary documents and plans, including common areas, to the Association of allottee/s or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

7.5 Cancellation by Allottee/s- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter/Developer, the Promoter/Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter/Developer to the Allottee(s) within forty-five days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Promoter/Developer fails to complete or is unable to give possession of the said [Apartment/ Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Promoter/Developer shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him

in respect of the [Apartment/ Plot], with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee/s do not intent to withdraw from the Project the Promoter/Developer shall pay the Allottee interest for every month of delay, till the handing over of the possession of the [Apartment/ Plot], which shall be paid by the Promoter/Developer to the Allottee/s within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/DEVELOPER :

The Promoter/Developer hereby represents and warrants to the Allottee(s) as follows:

- (i)** The Promoter/Developer has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii)** The Promoter/Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii)** There are no encumbrances upon the said Land or the Project;
- (iv)** There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v)** All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi)** The Promoter/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii)** The Promoter/Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee(s) under this

Agreement;

- (viii)** The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;
- (ix)** At the time of execution of the conveyance deed the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee(s) and the common areas to the association of allottee/s or the competent authority, as the case may be;
- (x)** The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi)** The Promoter/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee/s and the Association of allottee/s or the competent authority, as the case may be;
- (xii)** No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

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

- (i)** The Promoter/Developer fails to provide ready to move in possession of the Apartment to the Allottee(s) within the time period specified in Para

7.1 Promoter/Developer in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with

the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

9.2 In case of default by the Promoter/Developer under the conditions listed above, Allottee(s) is entitled to the following:-

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

(ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter/Developer shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot], which shall be paid by the Promoter/Developer to the Allottee/s within forty- five days of it becoming due.

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

(i) In case the Allottee(s) fails to make payments for Two consecutive demands made by the Promoter/Developer as per the payment plan annexed hereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to

pay interest to the Promoter/Developer on the unpaid amount at the rate prescribed in the Rules.

(ii) In case of default by Allottee/s under the conditions listed above continues for a period beyond Three consecutive months after notice from the Promoter/Developer in this regard, the Promoter/Developer may cancel the allotment of the Apartment in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

Provided that the Promoter/Developer shall intimate the Allottee/s about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT/ POLT :

The Promoter/Developer, on receipt of Total Price of the Apartment as per Para

1.2 Under the Agreement from the Allottee/s shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

[Provided that, in absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate].

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her/their favor till payment of stamp duty and registration charges to the Promoter/Developer is made by the Allottee(s).

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT :

The Promoter/Developer shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of allottee/s upon the issuance of the completion

certificate of the Project. The cost of such maintenance has been included in the Total Price of the [Apartment/ Plot].

12. DEFECT LIABILITY :

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Developer/ maintenance agency/Association of allottee/s shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Association of allottee/s and/or maintenance agency to enter into the [Apartment/ Plot] or any. Part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

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

15. COMPLIANCE WITH RESPECT TO THE APARTMENT/ PLOT :

15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said [Apartment/ Plot] at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building [Apartment/ Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment/ Plot, and keep the said Apartment/ Plot, its walls and partitions, sewers, drains, pipes 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 is not in any way damaged or jeopardized.

15.2 The Allottee/s further undertakes, assures and grantees that he/she/ their would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the facade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee/s also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee/s shall store any hazardous or combustible goods in the [Apartment/ Plot] or place any heavy material in the common passages or staircase of the building. The Allottee/s shall also not remove any wall, including the outer and load wall of the [Apartment/ Plot].

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

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

The Parties are entering into this Agreement for the allotment of a [Apartment/ Plot] with the full knowledge of all laws, rules, regulations, notifications applicable

to the Project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter/Developer undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act,. The promoter showing compliance of various laws / regulations as applicable in

20. BINDING EFFECT :

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar New Town (address of Sub-Registrar) as and when intimated by the Promoter. If the

Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by

the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND :

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

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

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

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION :

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in writing after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at A.D.S.R New Town. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES:

That all the notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addresses specified below:-

M/S BUILDHEAVEN CONSTRUCTION PRIVATE LIMITED	Allottee(s) name
Address - Kabi Nazrul Sarani, C/o Khayrul Hassan Molla, Ward No. 17, within Baruipur Municipality, Post office & Police Station - Baruipur, District South 24 Parganas, Kolkata- 700144, West Bengal	Address.....

shall be the duty of the Allottee and promoter to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEE:

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 Allottee(s).

31. SAVINGS:

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

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this

Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION :

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

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

SIGNED AND DELIVERED BY THE WITHIN

Please affix photographs and sign across the photograph

NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Please affix photographs and sign across the photograph

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

Please affix photographs and sign across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature

Name _____

Address _____

2. Signature

Name _____

Address _____

SCHEDULE-‘A’ - DESCRIPTION OF THE [APARTMENT/PLOT] AND TILE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE-‘B’ - FLOOR PLAN OF THE APARTMENT

SCHEDULE- ‘C’ -

Extra Charges:-

1. _____ Tr

Transformer Charges:- Transformer Charges:-Rs. For 2 BHK

Rs. for 3 BHK

2. Electricity Meter Charges:-At Actual
3. Corpus Deposit:- Rs. for 2 BHK
Rs. for 3 BHK

4. Maintenance Charges:- Rs. for 2 BHK 1 year
Rs. for 3 BHK 1 year

5. Legal Charges:- % Of Market Value

6. Generator Charges:- Rs. for 2 BHK

Rs. for 3 BHK

Covered Car Parking:- Rs.

PAYMENT SCHEDULE

Unit price = Flat Value + Car Parking

1. Booking / On Application Rs. 51,000/
2. On Allotment / Agreement: 20% of Unit Price - 51,000/- + Half of the Legal Charge.
3. On Completion of Foundation 10% of Unit Price.
4. On Completion of Ground Floor Roof Casting 10% of Unit Price.
5. On Completion of First Floor Roof casting 10% of Unit Price.
6. On Completion of Second Floor Roof casting 10% of Unit Price.
7. On Completion of Third Floor Roof casting 10% of Unit Price.
8. On Completion of Fourth Floor Roof casting 10% of Unit Price.
9. On completion of Brickwork of the particular unit 10% of Unit Price.

(Corpus Deposit + Advance Maintenance + Generator Charges + Transformer Charges + Meter Installation Charges + Remaining half of Legal Charges)

11 On Possession 5% of the Unit price.

NOTE: GST applicable as per Govt. norms

THE SCHEDULE "D" ABOVE REFERRED TO

[Common Rights & Facilities]

1. The foundations, columns, beams, supports, main wall, corridors, lobbies, common underground water tank, stair case and stair ways, overhead water tank, entrance Lobby, steps, Lift, Lobby and Stair Cases in all floors, top roof and exits of the building.
2. Common paths, passages, drive ways and main entrance to the premises and the building.

3. Boundary walls and main gates.
4. Drainage and sewerage lines and septic Tank, Soak Pit and other installations for the same (except only those installed within the exclusive area of any flat and/or exclusive for its use).
5. Electric wiring and other fittings, fixtures, lights, switches of the common area of the said building (excluding only those installed with the exclusive area of any flat and/or exclusive and/or exclusive for its use).
6. Meter space, water pump space, water reservoirs both underground and overhead, on roof and water pipes together with all common plumbing installations for carriage of water (except only those exclusive within for the exclusive use of any flat).
7. Open to sky area within the said premises except those allotted for open car parking space/developer's use.

THE SCHEDULE "E" ABOVE REFERRED TO

[Common Expenses & Maintenance]

1. All the owners are bound to pay the common expenses fixed by the owners or owners association with effect from the date of registration of the Shop or physical possession handover whichever is earlier.
2. All costs of maintenance, operating, replacing, repairing, *white washing*, maintaining, redecorating, *reconstructing and/or lighting the common portions* in the building including their outer walls.
3. The salary of all persons employed for common purposes including durwans, security personnel, sweepers, plumbers, electricians etc.
4. Insurance premium for insuring the building.
5. All charges and deposits for supplies of common utilities to the co-owners in common.
6. Municipal Tax, water tax and other levies in respect of the premises and the Building save those separately assessed on the Purchasers.
7. Cost of formation and operation of the Association/ Society.

8. Expenses and deposits for supplies of common utilities to the co-owners.
9. Expenses of any Litigation, if any, incurred for the common purposes.
10. Welter pumps and its installation, repairing.
11. Other common installations like Generator (if installed)
12. Municipal and other taxes and levies and all other outgoings have those separately assessed or incurred in respect of any common unit/space.

THE SCHEDULE "F" ABOVE REFERRED TO
[Specification of Work]

BUILDING :-

- 1] Tiles finishing Floor.
- 2] Flash doors with door Frame and main entrance door will be wooden door
- 3] Normal/Square Bar Grill & Aluminum Sliding Window.
- 4] Putti finishing Inner walls.
- 5] Weather Coat Painted outer walls.
- 6] Platform of the Kitchen will be finished by Black Marble/Granite with Sink.
- 7] Standard Company's white normal Commode, Pan & Basin.
- 8] Color glazed Tiles in Toilet & W.C. up to door height level and 3'-0" height upon the Cooking Platform.
- 9] Concealed Hot & Cold water supply lines in common Toilet only.
- 10] Standard Company's plumbing fittings.
- 11] All Doors except main entrance door will be Flash Door and Toilets Door will be P.V.C.
- 12] Standard Company's Lift.

ELECTRICALS:-

- 1] **Bed Room:** 2 Light Points, 1 Fan Point, 2 Plug Point & 1 A.C. Point and 1 Bed Switch (For 2 Bed Room).
- 2] **Living/Dining:** 3 Light Points, 2 Fan Points 2 Plug Point, 1 Cable/Internet Point, 1 Plug point (15 Amp.) & 1 Calling Bell Point.
- 3] **Kitchen:** 1 Light Point, 1 Plug Point (15 Amp.) & 1 Exhaust Fan/Chimney and Water Filter Point.
- 4] **Toilet :** 2 Light Points, 1 Geyser Point, 1 Washing Machine & 1 Exhaust Fan Point.
- 5] **W.C. :** 1 Light Point & 1 Exhaust Fan point.
- 6] **Balcony :** 1 Light Point

THE SCHEDULE “G” ABOVE REFERRED TO
Obligations to the Owners

- Sales Tax/GST/Service Tax/ or any other out goings levied by the Government from time to time will be realized from the Flat/Shop/ Car parking Space owners if applicable.
- Owners should form and join with Owners’ Association (Registered/unregistered) after 10 years from the date of possession handover or the registration of deed of conveyance of the Flat/Shop/ Car parking Space which is earlier and for the time period of 10 years, maintenance will be done by developer.
- Maintenance charge initially imposed on the Flat/Shop/ Car parking Space owners by Developer up to formation of Owners’ Association on the each Flat Owners and Shop/Car parking Space owners in **“GANGA GREENS”** @ Rs. 1.50/per Square Feet Super Built-up Area per month for first 5 years and @ Rs. 2/per Square Feet Super Built-up Area per month for next 5 years or the purchaser(s) can opt for one time payment of maintenance charge for first 10 years by paying Rs. 1,30,000.00 (Rupees One Lakh Thirty Thousand only).

- Maintenance charge will be applicable from the next day of possession handover or date of execution of conveyance deed which is earlier and maintenance charge should be duly paid by the purchaser within 10th day of every month without any delay otherwise it may lead to stop the paid services subject to consideration of Developer/Owners' Association.
- An additional chargeable amount of Rs. 1,00,000.00 (Rupees One Lakh only) needs to be paid the Purchaser(s) for installation of Transformers, Generator and CCTV cameras in the premises.
- No different Colour can be use by the owners of Flat/Shop/ Car parking Space in any space of the outside of the building.
- Registration of Conveyance Deed will be done by the Advocate appointed by Developers herein.
- Charges of any other Changes/Addition/Alteration will be borne purchaser.

BUILDHEAVEN CONSTRUCTION PRIVATE LIMITED

Md-Khayrul Hassan Molla,
Director

BUILDHEAVEN CONSTRUCTION PRIVATE LIMITED

Abdus Salim Akhrami,
Director