

Final copy

6

THIS AGREEMENT made this day of

BY & BETWEEN

1. MR PRASANTA CHOUDHURI (PAN- AFCPC5561K), son of Late Anadinath Choudhury, by religion- Hindu (Indian Citizen), by occupation- Retired Person, residing at- School Bagan, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal,
2. MRS CHHAYA GUHA (PAN- ADCPG7063N), wife of Sri Rathindranath Guha, by religion- Hindu (Indian Citizen), by occupation- Retired Person, residing at- 27, Chelo Mahal, P.O. Natunganj, P.S. Burdwan, Dist. Burdwan(East), PIN Code 713102, West Bengal,
3. MRS SOMA CHOWDHURY (PAN- ANTPC6945J), daughter of Late Anadinath Choudhury, by religion- Hindu (Indian Citizen), by occupation- Retired Person, residing at- School Bagan, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal,

represented by their TRUE & LAWFUL ATTORNEY MR DWAIPAYAN GHOSH (PAN- BROPG0298J), son of Mr Biswa Bijoy Ghosh, by religion- Hindu (Indian Citizen), by occupation- Business, residing at- Kalimohan Pally, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal, the sole proprietor of M/S JHINUK INFRA, a proprietorship firm having its office at Flat No. FF - 01, First Floor, Block- B, Alapan Apartments, Bandhgora, 39/39/1/F-01, Sriniketan Road North, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal, hereinafter called and referred to as the 'OWNER/VENDOR' (which term or expression shall unless excluded by or repugnant to the context be deemed to include his/its heirs, executors, administrators representatives, successors and/or assigns) the Party of the FIRST PART:

-2-
AND

M/S JHINUK INFRA, a proprietorship firm having its office at Flat No. FF - 01, First Floor, Block- B, Alapan Apartments, Bandhgora, 39/39/1/F-01, Sriniketan Road North, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal, represented by its Proprietor MR DWAIPAYAN GHOSH (PAN- BROPG0298J), son of Mr Biswa Bijoy Ghosh, by religion- Hindu (Indian Citizen), by occupation- Business, residing at- Kalimohan Pally, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal, hereinafter called and referred to as the 'DEVELOPER/PROMOTER' (which term or expression shall unless excluded by or repugnant to the context be deemed to include his/its heirs, executors, administrators representatives, successors and/or assigns) the Party of the SECOND PART

AND

hereinafter referred to as the "PURCHASER/S" (which term or expression shall unless excluded by or repugnant to the context be deemed to include his/her/their/its heirs, executors, administrators representatives, successors and/or assigns) the party of the THIRD PART :

WHEREAS :

A. The following terms and expressions shall in these presents have the respective meanings assigned to them herein-below, unless the same be contrary or repugnant to the subject or context :

A.1 "Act" Means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).

A.2 "Rules" Means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.

A.3 "Regulation" means the Regulations made under the West Bengal Housing Industry Regulation Act 2017.

A.4 "Section" means a section of the Act

A.

WHEREAS Annapurna choudhury was absolute owner of R.S. Dag No. 571/2822 measuring 15 decimals appertaining to R.S. Khatian No. 4385 of Mouza Bolpur, Dist. Birbhum having her full share and Whereas R.S. record of rights in respect of R.S. Dag No. 571/2822 of Mouza Bolpur stands in the name of Annapurna Choudhury.

AND WHEREAS the R.S. Dag No. 571/2822 has been recorded as L.R. Dag No. 1529 in L.R. Record of Rights.

AND WHEREAS the share of Annapurna Choudhury in R.S. Dag No. 571/2822, i.e. L.R. Dag No. 1529 was recorded in L.R. Khatian No. 215.

Ctd.p/3

AND WHEREAS Annapurna Choudhury had effected mutation in the record of Bolpur Municipality and was also paying municipal tax relating to the property as described in the First Schedule hereunder in her name as an assessee of the Holding (Holding No. 226/167, Ward No. 09).

AND WHEREAS after the death of Annapurna Choudhury on 20-04-2009 her share devolved upon her one son Prasanta Chowdhuri and two daughters Chhaya Guha & Soma Choudhury, the owners herein.

AND WHEREAS the share of Prasanta Chowdhuri, Chhaya Guha & Soma Choudhury in L.R. Dag No. 1529 has duly been recorded in L.R. Khatian No. 23045, 23046 & 23047 respectively.

AND WHEREAS the owners herein have also effected mutation in the record of Bolpur Municipality and are also paying municipal tax relating to the property as described in the First Schedule hereunder in their names as assessee of the Holding (Holding No. 226/167, Receipt No. 73906, Ward No. 09).

AND WHEREAS the said Prasanta Chowdhuri, Chhaya Guha & Soma Choudhury are enjoying the property and they are absolute owners of the said land are entitled to dispose of the same.

AND WHEREAS the owners have unanimously decided to develop their said property through the Developer and after discussion with the Developer herein the owners have confirmed the Developer to undertake the necessary arrangements for construction of the building thereon on JOINT VENTURE BASIS and due to financial difficulties and other personal problems, the owners have executed a Deed of Development Agreement dated 12th day of July, 2019, registered at the office of the Addl. Dist. Sub Registrar, Bolpur, Birbhum and entered into Book NO. 01, Volume No. 0303-2019, Pages from 116694 to 116725, being No. 030305752 for the year 2019 in favour of the SECOND PART to nominate and appoint it as Developer/Promoter and the owners have also executed a Deed of Development Power of Attorney dated 12th day of July, 2019, registered at the office of the Addl. Dist. Sub Registrar, Bolpur, Birbhum and entered into Book NO. 01, Volume No. 0303-2019, Pages from 117817 to 117836, being No. 030305806 for the year 2019 in favour of the SECOND PART to nominate and appoint it as their True and Lawful Attorney.

AND WHEREAS the Bolpur Municipality has sanctioned a Plan bearing Basic Sanction No. BM/BP/S/556, dated - 11-03-2020 and subsequent Revised Sanction No. BM/BP/REVI-S/76, dated - 22-07-2020 for construction of Building on the Property utilizing only the sanctionable area of the Property measuring more or less 15 Decimal (under L. R. Khatian No. 23045, 23046 & 23047, L. R. Dag No. 1529 under Mouza Bolpur, J. L. No. 99, P.S. Bopur, Dist. Birbhum).

B. The Owner/Vendor and/or 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 regarding the said land on which Project is to be constructed have been completed.

C. The Owner/Vendor and/or Promoter/Developer have duly intimated the Bolpur Municipality about commencement of construction of the Project vide Commencement Letter dated _____.

D. The Owner/Vendor and/or Promoter/Developer has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, plot or building, as the case may be from Bolpur Municipality. The Owner/Vendor and/or Promoter/Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable. Ctd p/4

E. The Owner/Vendor and/or Promoter/Developer has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____

F. The Allottee had applied for an Flat/Shop/Parking Space in the Project vide application No. _____ dated _____ and has been allotted Flat/Shop/Parking Space No. _____ having Carpet area of _____ Square feet, on the _____ Floor as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in SECOND SCHEDULE and the floor plan or the apartment is annexed hereto and marked as B;

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

H. The Owner/Vendor and/or Promoter/Developer may in future develop further phases on the Land parcels adjacent to said Premises, and reserve the right to share common infrastructure i.e. driveway and other amenities with such future phase/phases in terms of Rule 10 under the said act.

I. 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.

J. 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;

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Vendor and/or Promoter/Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in Para G.

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 Owner/Vendor and/or Promoter/Developer hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Apartment as specified in Para G.

1.2 The Total Price for the Apartment based on the Carpet area is Rs. _____ (Rupees _____) only break up and description as follows :-

Block/Building/Tower No. _____
Apartment No. _____
Type _____
Floor _____

Rate of Apartment per Square Feet
Apartment Rs. _____
Exclusive Balcony Rs. _____
Proportionate common area Rs. _____
Preferential location charges Rs. _____
Taxes Rs. _____
Maintenance Charges Rs. NIL upto date of
obtaining completion certificate/partial
completion certificate.

Total Price

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Owner/Vendor and/or Promoter/Developer towards the Apartment.

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Owner/Vendor and/or 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 Owner/Vendor and/or Promoter/Developer, by whatever name called) up to the date of the handing over the possession of the Apartment to the allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee(s) to the Owner/Vendor and/or 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 Owner/Vendor and/or 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 Owner/Vendor and/or Promoter/Developer within the time and in the manner specified therein. In addition, the Owner/Vendor and/or 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;

(iv) The Total Price of 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, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire and firefighting equipment in the common area, maintenance charges as per para ii etc. and includes cost for providing all other facilities, amenities and specification to be provided all other facilities, amenities and specifications to be provided within the

- 1.3 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 Owner/Vendor and/or Promoter/Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Owner/Vendor and/or Promoter/Developer shall enclose the said notification/order/rules/regulations to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the 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 THIRD SCHEDULE ("PAYMENT PLAN").

1.5 Owner/Vendor and/or Promoter/Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee 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 by the Owner/Vendor and/or Promoter/Developer.

1.6 It is agreed that the Owner/Vendor and/or 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 FOURTH SCHEDULE and FIFTH SCHEDULE (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act:

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

1.7 The Owner/Vendor and/or Promoter/Developer shall confirm to the final carpet areas that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is 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 Owner/Vendor and/or Promoter/Developer. If there is reduction in the carpet area than the Owner/Vendor and/or 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 Owner/Vendor and/or Promoter/Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in THIRD SCHEDULE. 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 Owner/Vendor and/or Promoter/Developer agreed and acknowledges, the Allottee shall have the right to the Flat/Shop/Parking Space as mentioned BELOW :-

- (i) The Allottee(s) shall have exclusive ownership of the Flat/Shop/Parking Space;
- (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 Owner/Vendor and/or Promoter/Developer shall handover the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (iii) That the computation of the price of the completed Flat/Shop/Parking Space includes recovery of price of land underneath the Building, construction of the Apartment the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire 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/Flat/Shop/Parking Space and the Project.
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment/Flat/Shop/Parking Space, as the case may be subject to prior consent of the Project engineer and complying with all safety measures while visiting the site.

1.9 It is made clear by the Owner/Vendor and/or Promoter/Developer and the Allottee agrees that the Flat/Shop/Parking Space along with Two Wheeler/Car Parking Space if allotted 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 Owner/Vendor and/or Promoter/Developer agrees to pay all outgoing/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 outgoing/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 fails to pay all or any of the outgoing/dues collected by it/him from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Owner/Vendor and/or Promoter/Developer agrees to be liable, even after the transfer of the property, to pay such outgoing/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 has paid a sum of Rs. _____ (Rupees _____) only as booking amount

being part payment towards the Total Price of the Flat/Shop/Parking Space at the time of application the receipt of which the Owner/Vendor and/or Promoter/Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/Flat/Shop/Parking Space as prescribed in the payment plan THIRD SCHEDULE as may be demanded by the Owner/Vendor and/or 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/she/they 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 Owner/Vendor and/or Promoter/Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Owner/Vendor and/or 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 Owner/Vendor and/or Promoter/Developer payable at its office.

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

3.1 The Allottee, 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 Owner/Vendor and/or Promoter/Developer with such permission, approval which would enable the Owner/Vendor and/or 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 understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. **ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:**

The Allottee authorized the Owner/Vendor and/or Promoter/Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Flat/Shop/Parking Space, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Owner/Vendor and/or Promoter/Developer to adjust his payments in any manner.

5. **TIME IS ESSENCE :**

The Owner/Vendor and/or 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 Flat/Shop/Parking Space to the Allottee and the common areas to the Association, subject to the same being formed and registered.

6. CONSTRUCTION OF THE PROJECT/APARTMENT/SHOP/PARKING SPACE:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Flat/Shop/Parking Space 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 Owner/Vendor and/or Promoter/Developer. The Owner/Vendor and/or 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 Owner/Vendor and/or 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 Competent Authority 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 Owner/Vendor and/or Promoter/Developer shall constitute a material breach of this Agreement.

7. POSSESSION OF THE APARTMENT/SHOP/PARKING SPACE:

7.1 Schedule for possession of the said Apartment/Flat/Shop/Parking Space-

The Owner/Vendor and/or Promoter/Developer agrees and understands that timely delivery of possession of the Flat/Shop/Parking Space to the Allottee and the common areas to the Association of allottees, as the case may be, is the essence of the Agreement. The Owner/Vendor and/or Promoter/Developer assures to handover possession of the Apartment/Flat/Shop/Parking Space 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, Court Injunction or Intervention 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 Owner/Vendor and/or Promoter/Developer shall be entitled to the extension of time for delivery of possession of the Apartment/Flat/Shop/Parking Space.

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

7.2 Procedure for taking possession- The Owner/Vendor and/or Promoter/Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment/Flat/Shop/Parking Space, to the Allottee(s) in terms of this Agreement to be taken within 2(two) months from the date of issue of occupancy certificate, subject to payment of all amounts due and payable under this Agreement and Registration of Deed of Sale Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by

the Owner/Vendor and/or Promoter/Developer within three months from the date of issue of occupancy certificate. The Owner/Vendor and/or Promoter/Developer 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 Owner/Vendor and/or Promoter/Developer. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Owner/Promoter/Association of Allottees, as the case may be, after the issuance of completion certificate for the Project. The Owner/Vendor and/or Promoter/Developer shall handover the photo copy of occupancy certificate of the Apartment/Flat/Shop/Parking Space, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take possession of Flat/Shop/Parking Space upon receiving a written intimation from the Owner/Vendor and/or Promoter/Developer as per Para 7.2 above, the Allottee(s) shall take possession of the Flat/Shop/Parking Space from the Owner/Vendor and/or Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Owner/Vendor and/or Promoter/Developer shall give possession of the Apartment/Flat/Shop/Parking Space 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 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 Flat/Shop/Parking Space to the Allottee, it shall be the responsibility of the Owner/Vendor and/or Promoter/Developer to handover the necessary documents and plan, including common areas to the Association of allottees upon its formation and registration.

Provided that, in the absence of any local law, the Owner/Vendor and/or Promoter/Developer shall handover the necessary documents and plans, including common areas, to the Association of allottees after formation and registration of the Association of Allottees.

7.5 Cancellation by Allottee- 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 Owner/Vendor and/or Promoter/Developer, the Owner/Vendor and/or Promoter/Developer herein is entitled to forfeit the booking amount paid for the allotment.

7.6 Compensation - The Owner/Vendor and/or Promoter/Developer 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 Owner/Vendor and/or Promoter/Developer fails to complete or is unable to give possession of the said Flat/Shop/Parking Space (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 Owner/Vendor and/or 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 Flat/Shop/Parking Space, with interest including compensation in the manner as provided under the Act within forty-five days of it

Provided that where if the Allottee does not intent to withdraw from the Project the Owner/Vendor and/or Promoter/Developer shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Flat/Shop/Parking Space, which shall be paid by the Owner/Vendor and/or Promoter/Developer to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER/VENDOR AND/OR DEVELOPER/PROMOTER :

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

- (i) The Owner/Vendor and/or Promoter/Developer have 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 Owner/Vendor and/or 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 .
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Flat/Shop/Parking Space.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat/Shop/Parking Space are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Vendor and/or 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/Flat/Shop/Parking Space and common areas;
- (vi) The Owner/Vendor and/or 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 Owner/Vendor and/or 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 Flat/Shop/Parking Space which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Owner/Vendor and/or Promoter/Developer confirms that the Owner/Vendor and/or Promoter/Developer is not restricted in any manner whatsoever from selling the said Flat/Shop/Parking Space to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Owner/Vendor and/or Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Flat/Shop/Parking Space to the Allottee(s) and the common areas to the association of allottees, once the same being formed and registered.
- (x) The portion of the said Land/Property is not the subject matter of 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 Owner/Vendor and/or 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 Flat/Shop/Parking Space along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Owner/Vendor and/or Promoter/Developer

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

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

(i) The Owner/Vendor and/or Promoter/Developer fails to provide ready to move in possession of the Flat/Shop/Parking Space to the Allottee(s) within the time period specified in Para 7.1 above 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 Owner/Vendor and/or Promoter/Developer 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 Owner/Vendor and/or Promoter/Developer under the conditions listed above, Allottee(s) is entitled to the following:-

(i) Stop making further payments to the Owner/Vendor and/or Promoter/Developer as demanded by the Owner/Vendor and/or Promoter/Developer. If the Allottee(s) stops making payments, the Owner/Vendor and/or 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 Owner/Vendor and/or 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 Owner/Vendor and/or Promoter/Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Owner/Vendor and/or Promoter/Developer to the Allottee 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 Owner/Vendor and/or 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 Owner/Vendor and/or Promoter/Developer on the unpaid amount at the rate prescribed in the Rules.

(ii) In case of default by Allottee under the conditions listed above continues for a period beyond two consecutive months after notice from the Owner/Vendor and/or Promoter/Developer in this regard, the Owner/Vendor and/or Promoter/Developer upon 30 days written notice may cancel the allotment of the Flat/Shop/Parking Space 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 Owner/Vendor and/or Promoter/Developer shall intimate the Allottee about such termination at least thirty days prior to such termination

10. CONVEYANCE OF THE SAID APARTMENT/FLAT/SHOP/PARKING SPACE :

The Owner/Vendor and/or Promoter/Developer, on receipt of Total Price of the said Apartment/Flat/Shop/Parking Space as per Para 1.2 under the Agreement from the Allottee shall execute a conveyance deed of sale drafted by the Project Advocate and convey the title of the Flat/Shop/Parking Space 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 the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Owner/Vendor and/or Promoter/Developer within 3 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 Owner/Vendor and/or Promoter/Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Owner/Vendor and/or Promoter/Developer is made by the Allottee(s).

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

The Owner/Vendor and/or 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 allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance up to the date of obtaining completion certificate has been included in the Total Price of the said Apartment/Flat/Shop/Parking Space.

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 Owner/Vendor and/or Promoter/Developer as per this Agreement relating to such development is brought to the notice of the Owner/Vendor and/or Promoter/Developer within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Owner/Vendor and/or Promoter/Developer to rectify such defects without further charge, within thirty days, and in the event of Owner/Vendor and/or 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 Owner/Vendor and/or Promoter/Developer/maintenance agency/Association of allottees 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 allottees and/or maintenance agency to enter into the Flat/Shop/Parking Space 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 "ALEKKHYA" 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 allottees for rendering

15. COMPLIANCE WITH RESPECT TO THE Flat/Shop/Parking Space:

15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Flat/Shop/Parking Space at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Flat/Shop/Parking Space 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 Flat/Shop/Parking Space, and keep the said Flat/Shop/Parking Space, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in 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 further undertakes, assures and grantees that he/she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also shall not change the color scheme of outer wall or painting of the exterior side of windows or Balcony carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Flat/Shop/Parking Space or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Flat/Shop/Parking Space.

15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Owner/Vendor and/or Promoter/Developer and thereafter the Association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee 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 Flat/Shop/Parking Space with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS:

The Owner/Vendor and/or 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 Owner/Vendor and/or Promoter/Developer executes this Agreement he shall not mortgage or create a charge on the said Apartment/Flat/Shop/Parking Space 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 Flat/Shop/Parking Space.

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

The Owner/Vendor and/or Promoter/Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Owner/Vendor and/or Promoter/Developer showing compliance of various laws/regulations as applicable in the said Act.

20. BINDING EFFECT :

Forwarding this Agreement to the Allottee(s) by the Owner/Vendor and/or Promoter/Developer does not create a binding obligation on the part of the Owner/Vendor and/or Promoter/Developer 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 as and when intimated by the Owner/Vendor and/or Promoter/Developer. If the Allottee(s) fails to execute and deliver to the Owner/Vendor and/or Promoter/Developer 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 Owner/Vendor and/or Promoter/Developer, then the Owner/Vendor and/or Promoter/Developer 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 Flat/Shop/Parking Space, 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 Flat/Shop/Parking Space and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the said Flat/Shop/Parking Space, in case of a transfer, as the said obligations go along with the Flat/Shop/Parking Space for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Owner/Vendor and/or Promoter/Developer 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 schedule 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 Owner/Vendor and/or Promoter/Developer in the case of one allottee shall not be construed to be a precedent and/or binding on the Owner/Vendor and/or Promoter/Developer 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 there under 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 there under 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 said Flat/Shop/Parking Space bears to the total carpet area of all the said Flat/Shop/Parking Space 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 Owner/Vendor and/or Promoter/Developer through its authorized signatory at the Owner/Vendor and/or Promoter/Developer's Office, or at some other place, which may be mutually agreed between the Owner/Vendor and/or Promoter/Developer and the Allottee, after the Agreement is duly executed by the Allottee and the Owner/Vendor and/or Promoter/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the A.D.S.R Bolpur/D.S.R. Birbhum/A.R.A Kolkata.

29. NOTICES:

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

_____(Name of the Allottee)

_____(Address of the Allottee)

M/S JHINUK INFRA, a proprietorship firm having its office at Flat No. FF - 01, First Floor, Block- B, Alapan Apartments, Bandhgora, 39/39/1/F-01, Sriniketan Road North, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal, represented by its Proprietor MR DWAIPAYAN GHOSH (PAN- BROPG0298J), son of Mr Biswa Bijoy Ghosh, by religion- Hindu (Indian Citizen), by occupation- Business, residing at- Kalimohan Pally, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, PIN

It shall be the duty of the Allottee and Owner/Vendor and/or Promoter/Developer 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 address mentioned in this Agreement shall be deemed to have been received by the Owner/Vendor and/or Promoter/Developer 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 Owner/Vendor and/or Promoter/Developer to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to be considered 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.

34. MISCELLANEOUS:

(additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out in the WBHIRA Act and the Rules and Regulations made there under)

34.1 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/financial institution the Owner/Vendor and/or Promoter/Developer shall act in accordance with the instructions of the bank/financial institution in terms of the agreement between the Allottee and the Bank/financial institution, SUBJECT HOWEVER the Owner/Vendor and/or Promoter/Developer being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Owner/Vendor and/or Promoter/Developer shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.

34.2 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Owner/Vendor and/or Promoter/Developer, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Owner/Vendor and/or Promoter/Developer shall ensure that the quality of the substituted materials or specifications is equivalent or higher than the quality of materials of specifications mentioned in the Schedule.

• 34.3 The right of the Allottee shall remain restricted to his/her/their respective Apartment/Flat/Shop/Parking Space and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment/shop/parking space or space and/or any other portions of the Project.

34.4 In the event of cancellation of allotment the balance amount of money paid by the allottee (other than Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee) shall be returned by the Owner/Vendor and/or Promoter/Developer to the Allottee without interest, out of the amounts received by the Owner/Vendor and/or Promoter/Developer against sale of the Designated Apartment to any other interested person.

34.5 If due to any act, default or omission on the part of the Allottee, the Owner/Vendor and/or Promoter/Developer is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Owner/Vendor and/or Promoter/Developer's such other rights the Allottee shall be liable to compensate and also indemnify the Owner/Vendor and/or Promoter/Developer for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Owner/Vendor and/or Promoter/Developer.

34.6 It is clarified that the defect liability responsibility of the Owner/Vendor and/or Promoter/Developer shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorized modifications or repairs done by the Purchaser or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Owner/Vendor and/or Promoter/Developer to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the allottees, the Owner/Vendor and/or Promoter/Developer shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

34.7 That Allottee shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room/Overhead Tank/Stair Head Room of the newly constructed building in the said project "ALEKKHYA" and the Owner/Vendor and/or Promoter/Developer shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards/Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Owner/Vendor and/or Promoter/Developer shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authoritative authorities for the same.

34.8 Additional Payments

- a) Price, cost, charges and expenses levied by the Owner/Vendor and/or Promoter/Developer for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Flat/Shop/Parking Space, the Building, the said Property and/or the Project including the costs, charges and expenses for revision of the Plans.
- b) service tax/GST payable to Owner/Vendor and/or Promoter/Developer.
- c) Sales tax, VAT, works contract tax, GST, betterment fee, development charges and any other tax, duty levy or charge that may be imposed or charged regarding the said Flat/Shop/Parking Space, the Building, the said Property and/or the Project payable to the Owner/Vendor and/or Promoter/Developer.
- d) Proportionate price, costs, charges and expenses for generator, electrical sub-station, high tension line, transformer, wiring and cables and accessories used for their installation, electric meters, fire fighting equipment and other related equipment and accessories including for their acquisition and installation and for the equipment, instruments, additional facilities and conveniences for the Flat/Shop/Parking Space Owners that may be provided by the Owner/Vendor and/or Promoter/Developer in the Building, the said Property and/or the Project payable to the Owner/Vendor and/or Promoter/Developer.
- e) Charges for formation of the Association for the Common Purposes payable to the Owner/Vendor and/or Promoter/Developer.
- f) Maintenance charges for one year.

In respect of the Additional Payments for which no time for payment is specified in this Agreement, the Purchaser agrees and undertakes to pay the same within (15) fifteen days of demand by the Owner/Vendor and/or Promoter/Developer without raising any objection whatsoever.

34.9 DEPOSITS

- a) Deposit for electric supply/individual meter for the said Flat/Shop/Parking Space as per actual payable to the electricity supply authority.
- b) Deposit for any other item in respect of which payment is to be made by the Purchaser.
- c) Rs. -----/= per Sq.ft. payable to the Owner/Vendor and/or Promoter/Developer for Corpus Fund as maintenance deposit.
- d) Rs. -----/= per Sq. ft. payable to the Owner/Vendor and/or Promoter/Developer for transformer/generator for common portions and other amenities in common portions.

The Deposit shall be paid by the Purchaser to the Owner/Vendor and/or Promoter/Developer within (15) fifteen days of demand without raising any objection whatsoever regarding the same.

34.10 RIGHTS OF OWNER/PROMOTER, MAINTENANCE AGENCY & ASSOCIATION

- a) Apportionment of any liability of the Purchaser in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Memorandum or otherwise shall be done by the Owner/Vendor and/or Promoter/Developer whose decision shall be final and binding on the Purchaser.
- b) The Maintenance Charges payable by the Purchaser with effect from the Date of Possession shall be fixed by the Maintenance Agency and shall be payable on a monthly basis. In the event of the Purchaser not taking over possession of the said Flat/Shop/Parking Space within the time fixed in the notice calling upon him/her/them to take possession, the Maintenance Charges shall become payable by the Purchaser with effect from the date of expiry of the such period of such notice provided that until all payments due under this Memorandum are made by the Purchaser no right of whatsoever nature shall or can accrue in favour of the Purchaser in respect of the said Flat/Shop/Parking Space.

c) The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.

d) The Maintenance Agency/Association shall be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Purchaser and/or the said Flat/Shop/Parking Space in case of default in timely payment of the Maintenance Charges, Electricity Charges, Municipality taxes, Common Expenses and/or other payments by the Purchaser after giving 15 days notice in writing.

34.11 RIGHTS

1. The following rights are intended to be and shall be transferred in favour of the Purchaser at the time of completion of the transaction:-

- a) Transfer of the said Flat/Shop/Parking Space described in SECOND SCHEDULE hereto;
- b) Right to use and enjoy the Common Portions described in the SEVENTH SCHEDULE in common with the Flat/Shop/Parking Space Owners and/or occupiers of the Building.
- c) Transfer of the said Undivided Share.

2.

1. The Purchaser also confirms that he/she/they has agreed to purchase the said Flat/Shop/Parking Space with full knowledge that he/she/they would have no right, title, interest, claim or entitlement in respect of which Exclusive Use Rights are being granted with appurtenant to some Flat/Shop/Parking Space and which shall be transferable with the transfer of such some Flat/Shop/Parking Space respectively. The purchaser irrevocably and unconditionally agrees and undertakes not to have or be entitled to nor to claim any right, title or interest whatsoever in the other Flat/Shop/Parking Space at the Premises and/or the properties and rights which are not intended to be transferred to the Purchaser as aforesaid and also hereby disclaims, relinquishes releases and/or waives in favour of the Owner/Vendor and/or Promoter/Developer and/or the other Flat/Shop/Parking Space owners, as the case may be, all right, title, interest, entitlement or claim that Purchaser may entitled to, both in law or any equity, into or upon the Other parts and portions of the Building and the Premises attached/appurtenant to some Flat/Shop/Parking Space and excepting only those which are being expressly agreed to be transferred in favour of the Purchaser by the memorandum and agrees that such provision would also be included in the Deed of Conveyance to be executed in favour of the Purchaser in respect of the said Flat/Shop/Parking Space.

3. Notwithstanding anything to the contrary contained elsewhere in this Memorandum it is expressly agreed that the sale of the said Flat/Shop/Parking Space in favour of the Purchaser herein shall always be subject to the terms, conditions, restrictions, stipulations, covenants, rights, entitlements and easements contained herein.

4. In respect of the properties and rights which are not intended to be transferred to the Purchaser as aforesaid and/or which are stated to belong to the Owner/Vendor and/or Promoter/Developer, the Owner/Vendor and/or Promoter/Developer shall be entitled to use, utilize, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by him in his absolute discretion, without any reference to the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created any obstruction or hindrance whatsoever regarding the same.

5. The proportionate share of the Purchaser in respect of any matter referred to under this Memorandum shall be such as may be determined by the Owner/Vendor and/or Promoter/Developer and the Purchaser agrees and undertakes to accept the same notwithstanding there being minor variations.

6. The Owner/Vendor and/or Promoter/Developer shall be entitled at all times to install, display and maintain its name and/or logo on the roofs of the Building and/or other areas in the Building and/or the said Property by putting up hoardings, display signs, neon-signs, lighted displays etc. without being required to pay any charges for the same and neither the Flat/Shop/Parking Space Owners nor the Association nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever. For this purpose the Owner/Vendor and/or Promoter/Developer shall however make payment of the electricity consumed regarding the above on actual.

7. Notwithstanding anything to the contrary contained elsewhere in this Memorandum it is expressly agreed that the sale of the said Flat/Shop/Parking Space in favour of the Purchaser herein shall always be subject to the terms, conditions, restrictions, stipulations, covenants, rights, entitlements and easements contained herein.

34.12 PURCHASER'S COVENANTS

1. comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency/Association from time to time;
2. permit the Owner/Vendor and/or Promoter/Developer, Maintenance Agency and Association and their respective men/agents and workmen to enter into the said Flat/Shop/Parking Space for the Common Purposes or the Project;
3. deposit the amounts for various purposes as required by the Owner/Vendor and/or Promoter/Developer/Maintenance Agency or the Association;
4. use and occupy the said Flat only for the purpose of residence;
5. use the Common Portions without causing any hindrance or obstruction to other Flat/Shop/Parking Space Owners and occupants of the Building;
6. keep the said Flat/Shop/Parking Space and walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat/Shop/Parking Space in the Building and/or in the said Property in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flat/Shop/Parking Space or parts of the Building.
7. in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Flat/Shop/Parking Space or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
8. use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Flat/Shop/Parking Space of men materials and utilities;
9. bear and pay the Common Expenses and other outgoings in respect of the said Property proportionately and the said Flat/Shop/Parking Space wholly;
10. pay Municipal and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the said Property proportionately and the said Flat/Shop/Parking Space wholly and to pay proportionate share of such rates and taxes payable in respect of the said Flat/Shop/Parking Space until the same is assessed separately by the Competent Authority;
11. pay for other utilities consumed in or relating to the said Flat/Shop/Parking Space;
12. allow the other Flat/Shop/Parking Space Owners the right to easements and/or quasi-easements;
13. regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipality Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier; and
14. observe and comply with such other covenants as be deemed reasonable by the

15. not to decorate the exterior of the Building otherwise than in the manner agreed by the Owner/Vendor and/or Promoter/Developer in writing or in the manner as near as may be in which it was previously decorated;
16. not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, lobby, landings or in any other common areas or installations of the Building;
17. not to store or allow any one to store any goods articles or things in or around the staircase lobby landing or other common areas or installations of the Building;
18. not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flat/Shop/Parking Space in the Building;
19. not to claim any right over and/or in respect of any open land at the said Property or in any other open or covered areas of the Building and the said Property reserved or intended to be reserved by the Owner/Vendor and/or Promoter/Developer for his own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him/her/them;
20. not to shift or obstruct any windows or lights in the said Flat/Shop/Parking Space or the Building;
21. not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Flat/Shop/Parking Space without the prior consent in writing of the Owner/Vendor and/or Promoter/Developer and/or the Association;
22. not to park or allow anyone to park any car or two wheeler at any place other than the space earmarked for parking car(s) and two wheeler(s);
23. not to do any addition, alteration, structural changes, construction or demolition in the said Flat/Shop/Parking Space without prior permission from the Municipality and other concerned authorities as also the Owner/Vendor and/or Promoter/Developer and also subject to the condition that the same is not restricted under any other provision of this Memorandum;
24. not to use the said Flat for any purpose save and except for residential purpose and not to use the said Flat/Shop/Parking Space in any manner that may cause nuisance to occupiers of the other portions of the Building and not to use the said Flat/Shop/Parking Space as a Club House, Boarding House, Eatery or for commercial, illegal or immoral purposes;
25. not to block or occupy any pathway, passages, corridor, lobby in any manner whatsoever;
26. not to interfere in any manner with the Exclusive Use Rights of the owners and occupants;
27. not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Memorandum.
28. To co-operate with the Owner/Vendor and/or Promoter/Developer/Association in the management and maintenance of the Building and doing all other acts relating to and concerning with the common purpose and formation of association of the Flat/Shop/Parking Space Holders of the Society of the Building.
29. To observe and perform rules regulations and restrictions from time to time in force for the use and management of the said Building and in particular the common parts and the common portions formed and/or made applicable from time to time by the Owner/Vendor and/or Promoter/Developer/Association.
30. Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Flat/Shop/Parking Space in the said Building.
31. To pay and bear proportionately the common expenses and general expenses and other outgoings in respect of the Building and all the expenses and outgoings and charges in respect of the said Flat/Shop/Parking Space.
32. To pay Municipality and all other rates, taxes, levies and impositions in respect of the said

33. To pay and bear for electricity and other utilities in or relation to the said Flat/Shop/Parking Space including the charges for loss of electricity due to amortization/transformation etc., and the proportionate charges for replacement/repairs of the transformer and other connected utilities and apparatus.

34. Until formation of the Association and its taking over maintenance management and administration of the common portions of the Building, common parts, general utilities or common portion of Flat/Shop/Parking Space, the said Owner/Vendor and/or Promoter/Developer shall continue to maintain, manage and administer the same and the Purchaser/s shall pay to the Owner/Vendor and/or Promoter/Developer proportionate share of the common expenses.

35. The Purchaser/s will/shall not take up wiring for electrical and telephone installations, television antenna and/or any other appliances or air conditioning units on the exterior of the property concerned that protrudes through the walls except as expressly authorized in writing by the Owner/Vendor and/or Promoter/Developer and/or Association.

36. Till such time the said Flat/Shop/Parking Space is being separately assessed by Bolpur Municipality or any Comptenant Authority and separate rate bills being issued, the Purchaser/s will/shall regularly and punctually pay proportionate share of the rates and taxes as assessed by Bolpur Municipality/or any Competent Authority on the whole building and/or the premises to the Owner/Vendor and/or Promoter/Developer or the association (upon its formation) within such time as may be prescribed by the Owner/Vendor and/or Promoter/Developer or the Association. The proportion of the Purchaser/s in the rates and taxes and also otherwise hereunder be determined by the Owner/Vendor and/or Promoter/Developer or the Association on the basis of the area of each Flat/Shop/Parking Space in the said building and the Purchaser/s shall accept the same.

Upon the said Flat/Shop/Parking Space being separately assessed by Bolpur Municipality or any other Competent Authority and separate rate bills being issued, the liability of the Purchaser/s for payment of his/her share towards the rates and taxes of the said Flat/Shop/Parking Space to the Owner/Vendor and/or Promoter/Developer or the Association shall determine. The Purchaser/s will/shall however, regularly and punctually pay all such rate bill and keep the Owner/Vendor and/or Promoter/Developer and the Association as the case may be indemnified there from.

37. Upon formation of the Association/Holding Organization and its taking over maintenance and management of the building with the consent of the Owner/Vendor and/or Promoter/Developer, the Owner/Vendor and/or Promoter/Developer shall transfer to the Association and Holding Organization all the rights and obligations of the Owner/Vendor and/or Promoter/Developer with regard to the common purpose (save those expressly or intended to be reserved by the Owner/Vendor and/or Promoter/Developer) whereupon only the Association and Holding Organization shall be entitled to and obliged therefore. Upon such transfer the Co-owners and the Association and Holding Organization shall however remain liable to indemnify the Owner/Vendor and/or Promoter/Developer from all liabilities due to non-fulfillment of their respective obligations hereunder by the Co-owners and/or the Association and/or Holding Organization.

38. It would be obligatory on the Purchaser/s to make payment of the liabilities herein mentioned to the Owner/Vendor and/or Promoter/Developer or the Association or Holding Organization in whom the control and management of the building or buildings/Complex shall remain vested, in such manner as may be directed by the Owner/Vendor and/or Promoter/Developer or the Association or the Holding Organization. In case the Purchaser/s fails or neglect to pay the amount payable and/or reserved under this present, the same shall carry interest at the rate of 12% (Twelve percent) per annum and it will be within the competence of the Owner/Vendor and/or Promoter/Developer or the association or the Holding Organization to discontinue services to the Purchaser/s in his/her/its/their said Flat/Shop/Parking Space pending payment of such liabilities.

39. In case at any time any demand is raised or any amount is realized from the Owner/Vendor and/or Promoter/Developer by Bolpur Municipality or by the State of West Bengal or by the Central Government for betterment fee, development tax or Municipal tax or other tax or imposition in respect of the said Flat/Shop/Parking Space in such case the Flat/Shop/Parking Space holder shall be liable to pay the same to Owner/Vendor and/or Promoter/Developer and the Purchaser/s will/shall on demand pay to the Owner/Promoter the proportionate share thereof as determined by the Owner/Vendor and/or Promoter/Developer as aforesaid.

40. The Purchaser/s will/shall not claim any separation or partition proportionate share in land or in the common areas and facilities.

THE FIRST SCHEDULE ABOVE REFERRED TO :
(THE SAID LAND)

ALL THAT Land measuring more or less 15 Decimal under L. R. Khatian No. 23045, 23046 & 23047, R.S. Dag No. 571/2822, L.R. Dag No. 1529, Classification- Vastu, under Mouza Bolpur, J. L. No. 99, P.S. Bolpur, Bolpur Municipality, Dist. Birbhum, bordered RED in the MAP or PLAN annexed herewith, is butted and bounded as follows:-

ON THE NORTH : Land of L. R. Dag No. 1528.
ON THE EAST : Land of L.R. Dag No. 1526 (Municipality Road).
ON THE SOUTH : Land of L. R. Dag No. 1530 (Municipality Road).
ON THE WEST : Land of L.R. Dag No. 1528.

OR HOWSOEVER OTHERWISE the said Property is butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO :
(SOLD PROPERTY, THE SAID FLAT/SHOP/PARKING SPACE)

ALL THAT the residential Flat/Shop/Parking Space Being No. _____, _____ Floor, of the Building having Carpet area of _____ square feet equivalent to _____ Sq. ft. of Built up area and _____ Sq.ft. of super built up area in the Complex named "ALEKKHYA" to be constructed at the said Property.

PART- II

The estimated date of making of the said Flat/Shop/Parking Space ready for the purpose of delivery of possession is _____ with a grace period of 6(six) months. The aforesaid shall also be subject to Force Majeure.

PART-III

EXCLUSIVE BALCONY _____ Sq.ft. Carpet Area attached with the said FLAT which has been included in the Super Built Up area of the Flat.

THE THIRD SCHEDULE ABOVE REFERRED TO
PART-I, "PAYMENT PLAN"

AGREED CONSIDERATION _____ Amount
Consideration for the said Flat/Shop/Parking Space Rs. _____
(Rupees _____) only.

PART- II, PAYMENT SCHEDULE

The Agreed Consideration mentioned in PART- I OF THE THIRD SCHEDULE is to be paid to the Owner/Vendor and/or Promoter/Developer in the following manner:

1. Booking Amount (Stage on allotment) -	5%
2. Booking Amount (Stage on agreement) -	15%
3. On or before casting of 2nd Floor Slab	30%
4. On or before completion of Brick Work of the said Flat/Shop/Parking Space	30%
5. Within 7 days of receipt of Notice for possession of the said Flat/Shop/Parking Space	20%

100%

THE FOURTH SCHEDULE ABOVE REFERRED TO :

Additional Payments

- Price, cost, charges and expenses levied by the Owner/Vendor and/or Promoter/Developer for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Flat/Shop/Parking Space of the Building, the said Property and/or the Project including the costs, charges and expenses for revision of the Plans.
- service tax/GST payable to Owner/Vendor and/or Promoter/Developer.
- Sales tax, VAT, works contract tax, GST, betterment fee, development charges and any other tax, duty levy or charge that may be imposed or charged regarding the said Flat/Shop/Parking Space, the Building, the said Property and/or the Project payable to the Owner/Vendor and/or Promoter/Developer.
- Proportionate price, costs, charges and expenses for generator, electrical sub-station, high tension line, transformer, wiring and cables and accessories used for their installation, electric meters, fire fighting equipment and other related equipment and accessories including for their acquisition and installation and for the equipment, instruments, additional facilities and conveniences for the Flat/Shop/Parking Space Owners that may be provided by the Owner/Vendor and/or Promoter/Developer in the Building, the said Property and/or the Project payable to the Owner/Vendor and/or Promoter/Developer.
- Charges for formation of the Association for the Common Purposes payable to the Owner/Vendor and/or Promoter/Developer.
- Maintenance charges for one year.

In respect of the Additional Payments for which no time for payment is specified in this Agreement, the Purchaser agrees and undertakes to pay the same within (15) fifteen days of demand by the Owner/Vendor and/or Promoter/Developer without raising any objection whatsoever.

DEPOSITS

- Deposit for electric supply/individual meter for the said Flat/Shop/Parking Space as per actual payable to the electricity supply authority.
- Deposit for any other item in respect of which payment is to be made by the Purchaser.
- Rs. -----/= per Sq.ft. payable to the Owner/Vendor and/or Promoter/Developer for Corpus Fund as maintenance deposit.
- Rs. -----/= per Sq. ft. payable to the Owner/Vendor and/or Promoter/Developer for transformer/generator for common portions and other amenities in common portions.

The Deposit shall be paid by the Purchaser to the Owner/Promoter within (15) fifteen days of demand without raising any objection whatsoever regarding the same.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

SPECIFICATIONS

Foundation	: RCC Foundation
Structure	: RCC framed
Brick Walls	: 8" and 5"
FLOORING & WALLS	
ROOMS	: Vitrified tiles
LIVING ROOMS	: Vitrified tiles
KITCHENS	
Flooring	: Heavy Duty Anti-Skid Tiles
Counter	: Granite
Sink	: Stainless Steel
Dado	: Ceramic Tiles (upto 2 feet above counter)
Electric	: Points for Mixture Grinder, Water Purifier, Micro Wave Oven, Kitchen Chimney.
TOILETS	
Flooring	: Anti-Skid Ceramic Tiles
Dado	: Ceramic tiles (up to 7 feet height)
Fixtures	: EPWC & Wash Basin of Reputed Brand (White Colour)
Fitting	: CP Fitting of Reputed Brand
DOORS	
Frames	: SAL Timber (Sal Wood)
Shutters	: 32MM Thick Good Quality Flash Door
Main Doors	: 32 MM Thick Flash Door with Exterior Veneer Panelling
WINDOWS	: Aluminum Windows with glass panels
INTERNAL FINISHES	: Wall Putty.
EXTERNAL FINISHES	: Good quality Weather-proof paint/Texture Paint
ELECTRICAL	: Concealed copper wiring and modular switches with Provision for AC, TV & Geyser point in toilets
LIFT	: Lift in the Building.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

COMMON EXPENSES AND GENERAL EXPENSES

- i. GENERAL : All costs and expenses for maintaining, repairing, redecoration and doing all acts, deeds and things which are necessary for maintaining and beautifying the building. The expenses for maintaining the gutters and water pipes, drains and electric wires for the said Building and used and enjoyed by the Purchaser in common with other Purchasers/occupiers and in common with other occupiers of the whole complex and all expenses for maintaining the said Building, Main Entrance, Landing, Staircases of the Building and Boundary walls of the building and the costs of cleaning and lightening the whole complex as well as the said building and keeping the said, back and front space of the complex and the building.
- ii. ASSOCIATION : All costs and expenses for establishment and incorporation and registration of the Association for the building. Proportionate expenses for the Association will be paid by the Purchaser including the costs of its formation, establishment and registration.
- iii. OPERATIONAL : The expenses for day to day maintenance of the building and such expenses to be incurred by Association will be borne by the Flat/Shop/Parking Space holders proportionately including the salary of the staffs of the Association.
- iv. RESERVES : Creation of funds replacement, for renovation and/or other periodic expenses.

THE EIGHTH ABOVE REFERRED TO :

COMMON PORTIONS

- a) Lobbies, passages, staircases, landings, corridors of the said Building.
- b) Driveways and internal paths and passages in the said Property.
- c) Lift pits, chute and lift machine rooms.
- d) Common drains, sewers, pipes and plumbing equipments.
- e) Water supply from deep tube well
- f) Common underground water reservoir.
- g) Overhead water tank in the said Building.
- h) Wires, switches, plugs and accessories for lighting of common areas.
- i) Master/Disc Antenna for satellite television, cable T.V. together with its accessories if installed or provided (or if any).
- j) Water Pump and motor and water pump room (if any).
- k) Lifts and lift machinery and other equipments
- l) Common toilets
- m) Room for Darwans.
- n) Common electrical wiring, meters, fittings and fixtures for lighting of common areas.
- o) Boundary walls and Main Gate/Gates
- p) HT/LT room/space (if any).
- q) Electricity meter room/space
- r) Generator room/ space (if any)
- s) Fire fighting equipments in the Buildings (if any)
- t) Any other area as per prevailing Act and Rule.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

SIGNED, SEALED AND DELIVERED
by the Owner/Promoter at Bolpur in the
presence of:

.....
(Signature of the Attorney of the Owners)

1.

2.

.....
(Signature of the Promoter/Developer)

SIGNED, SEALED AND DELIVERED
by the PURCHASER at Bolpur in the
presence of:

.....
(Signature of the PURCHASER/S)

1.

2.

-28-

Received from the Purchaser the within mentioned sum of Rs..... (Rupees
.....) only paid in favour of
JHINUK INFRA as per memo below:

MEMO OF CONSIDERATION

DATE

CH.NO.

BANK NAME

AMOUNT IN RS.

Durjoyagan Gosh.

Final copy

6

SALE DEED OF FLAT

THIS INDENTURE made this theth day of

BETWEEN

1. MR PRASANTA CHOUDHURI (PAN- AFCPC5561K), son of Late Anadinath Choudhury, by religion- Hindu (Indian Citizen), by occupation- Retired Person, residing at- School Bagan, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal,
2. MRS CHHAYA GUHA (PAN- ADCPG7063N), wife of Sri Rathindranath Guha, by religion- Hindu (Indian Citizen), by occupation- Retired Person, residing at- 27, Chelo Mahal, P.O. Natunganj, P.S. Burdwan, Dist. Burdwan(East), PIN Code 713102, West Bengal,
3. MRS SOMA CHOWDHURY (PAN- ANTPC6945J), daughter of Late Anadinath Choudhury, by religion- Hindu (Indian Citizen), by occupation- Retired Person, residing at- School Bagan, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal,

represented by their TRUE & LAWFUL ATTORNEY MR DWAIPAYAN GHOSH (PAN- BROPG0298J), son of Mr Biswa Bijoy Ghosh, by religion- Hindu (Indian Citizen), by occupation- Business, residing at- Kalimohan Pally, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal, the sole proprietor of M/S JHINUK INFRA, a proprietorship firm having its office at Flat No. FF - 01, First Floor, Block- B, Alapan Apartments, Bandhgora, 39/39/1/F-01, Sriniketan Road North, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal, hereinafter called and referred to as the 'OWNER/VENDOR' (which term or expression shall unless excluded by or repugnant to the context be deemed to include his/its heirs, executors, administrators representatives, successors and/or assigns) the Party of the FIRST PART:

-2-
AND

M/S JHINUK INFRA, a proprietorship firm having its office at Flat No. FF - 01, First Floor, Block- B, Alapan Apartments, Bandhgora, 39/39/1/F-01, Sriniketan Road North, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal, represented by its Proprietor MR DWAIPAYAN GHOSH (PAN- BROPG0298J), son of Mr Biswa Bijoy Ghosh, by religion- Hindu (Indian Citizen), by occupation- Business, residing at- Kalimohan Pally, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, PIN Code 731204, West Bengal, hereinafter called and referred to as the 'DEVELOPER/PROMOTER' (which term or expression shall unless excluded by or repugnant to the context be deemed to include his/its heirs, executors, administrators representatives, successors and/or assigns) the Party of the SECOND PART

AND

_____ hereinafter called and referred to as the "PURCHASER/S" (which term and expression shall unless excluded by or repugnant to the context be deemed to include his/her/their/its heirs, executors, administrators representatives, successors and/or assigns) the party of the THIRD PART :

WHEREAS :

A. The following terms and expressions shall in these presents have the respective meanings assigned to them herein-below, unless the same be contrary or repugnant to the subject or context :

A.1 "Act" Means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).

A.2 "Rules" Means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.

A.3 "Regulation" means the Regulations made under the West Bengal Housing Industry Regulation Act 2017.

A.4 "Section" means a section of the Act

B1. WHEREAS Annapurna choudhury was absolute owner of R.S. Dag No. 571/2822 measuring 15 decimals appertaining to R.S. Khatian No. 4385 of Mouza Bolpur, Dist. Birbhum having her full share and Whereas R.S. record of rights in respect of R.S. Dag No. 571/2822 of Mouza Bolpur stands in the name of Annapurna Choudhury.

B2. AND WHEREAS the R.S. Dag No. 571/2822 has been recorded as L.R. Dag No. 1529 in L.R. Record of Rights.

B3. AND WHEREAS the share of Annapurna Choudhury in R.S. Dag No. 571/2822, i.e. L.R. Dag
Ctd n/3

B4. AND WHEREAS Annapurna Choudhury had effected mutation in the record of Bolpur Municipality and was also paying municipal tax relating to the property as described in the First Schedule hereunder in her name as an assessee of the Holding (Holding No. 226/167, Ward No. 09).

B5. AND WHEREAS after the death of Annapurna Choudhury on 20-04-2009 her share devolved upon her one son Prasanta Chowdhuri and two daughters Chhaya Guha & Soma Choudhury, the owners herein.

B6. AND WHEREAS the share of Prasanta Chowdhuri, Chhaya Guha & Soma Choudhury in L.R. Dag No. 1529 has duly been recorded in L.R. Khatian No. 23045, 23046 & 23047 respectively.

B7. AND WHEREAS the owners herein have also effected mutation in the record of Bolpur Municipality and are also paying municipal tax relating to the property as described in the First Schedule hereunder in their names as assessee of the Holding (Holding No. 226/167, Receipt No. 73906, Ward No. 09).

B8. AND WHEREAS the said Prasanta Chowdhuri, Chhaya Guha & Soma Choudhury are enjoying the property and they are absolute owners of the said land are entitled to dispose of the same.

B9. AND WHEREAS the owners have unanimously decided to develop their said property through the Developer and after discussion with the Developer herein the owners have confirmed the Developer to undertake the necessary arrangements for construction of the building thereon on JOINT VENTURE BASIS and due to financial difficulties and other personal problems, the owners have executed a Deed of Development Agreement dated 12th day of July, 2019, registered at the office of the Addl. Dist. Sub Registrar, Bolpur, Birbhum and entered into Book NO. 01, Volume No. 0303-2019, Pages from 116694 to 116725, being No. 030305752 for the year 2019 in favour of the SECOND PART to nominate and appoint it as Developer/Promoter and the owners have also executed a Deed of Development Power of Attorney dated 12th day of July, 2019, registered at the office of the Addl. Dist. Sub Registrar, Bolpur, Birbhum and entered into Book NO. 01, Volume No. 0303-2019, Pages from 117817 to 117836, being No. 030305806 for the year 2019 in favour of the SECOND PART to nominate and appoint it as their True and Lawful Attorney.

B10. AND WHEREAS the Bolpur Municipality has sanctioned a Plan bearing Basic Sanction No. BM/BP/S/556, dated - 11-03-2020 and subsequent Revised Sanction No. BM/BP/REVI-S/76, dated - 22-07-2020 for construction of Building on the Property utilizing only the sanctionable area of the Property measuring more or less 15 Decimal (under L. R. Khatian No. 23045, 23046 & 23047, L. R. Dag No. 1529 under Mouza Bolpur, J. L. No. 99, P.S. Bopur, Dist. Birbhum).

C. The Owner/Vendor and/or Developer/Promoter has commenced construction in accordance with the Plan.

AND WHEREAS the Purchaser/s approached the Owner/Vendor and/or Developer/Promoter for being allotted for purchase ALL THAT Flat/Shop/Parking Space **Being No.**, **Floor** bordered GREEN in the FLOOR PLAN annexed herewith, with or without exclusive Balcony, particularly described in the SECOND SCHEDULE below and the right to use and enjoy the Common Portions and wherever the context so intends or permits, shall include the said Undivided Share, particularly described in the THIRD SCHEDULE below. which constructed on the land, more fully and particularly described in the FIRST SCHEDULE; hereinafter called and referred as THE SAID FLAT/SHOP/PARKING SPACE and the Owner/Vendor and/or Developer/Promoter agreed to make such allotment and allotted on certain terms and conditions that have been agreed to by the parties and are being recorded in writing herein.

AND WHEREAS the Purchaser/s has/have fully satisfied himself/ herself/themselves/itself as to the title of the Owner/Vendor and/or Developer/Promoter in respect of the said Property and has also inspected the proposed Map or Plan sanctioned for construction of Multi Storied Building at the said Property by the authorities concerned and hereby assures and covenants with the Owner/Vendor and/or Developer/Promoter that he/she/it/they is fully satisfied himself/herself/themselves/itself in respect thereof and has agreed not to raise any objection or dispute whatsoever or howsoever over and in respect thereof.

AND WHEREAS the Purchaser/s after being satisfied about the title of the Owner/Vendor and/or Developer/Promoter in respect of the said property and after inspection of the relevant papers and documents and the sanctioned plan of the proposed building has agreed to purchase the said Flat/Shop/Parking Space TOGETHER WITH undivided proportionate variable indivisible impartible share in the Land underneath the Building in which the Flat/Shop/Parking Space in question is, situated, within Land measuring more or less 15 Decimal under L. R. Khatian No. 23045, 23046 & 23047, L. R. Dag No. 1529 under Mouza Bolpur, J. L. No. 99, P.S. Bolpur, Bolpur Municipality, and the Owner/Vendor and/or Developer/Promoter agreed to make such allotment the Purchaser/s has agreed to purchase on said Flat/Shop/Parking Space to be constructed by the Owner/Vendor and/or Developer/Promoter at and for the consideration of Rs./= (Rupees) only free from all encumbrances and charges and entered into an Agreement for sale with the Owner/Vendor and/or Developer/Promoter.

AND WHEREAS the Owner/Vendor and/or Developer/Promoter have completed the construction of the above mentioned SAID FLAT/SHOP/PARKING SPACE and after actual measurement comes to more or less Sq.Ft. Carpet Area. The Purchaser/s has/have fully satisfied himself/herself/themselves/itself as to the Construction of the said Building as well as the SAID FLAT/SHOP/PARKING SPACE and also the material used by the Owner/Vendor and/or Developer/Promoter for the construction and completion of the said Building as well as the said Flat/Shop/Parking Space and further fully satisfied himself/herself/themselves/itself as to the measurement of the said Flat/Shop/Parking Space and hereby assures and covenants with the Owner/Vendor and/or Developer/Promoter that he/she/it is fully satisfied himself/herself/itself/themselves in respect thereof and has agreed not to raise any objection or dispute whatsoever or howsoever over and in respect thereof.

AND WHEREAS in pursuance of the above mentioned Agreement and on actual measurement the Purchaser/s has/have paid the entire consideration amounting to Rs./= (Rupees) only to Owner/Vendor and/or Developer/Promoter.

AND WHEREAS any terms and conditions, contrary to this Deed of Conveyance, agreed or offered orally and/or in writing or through brochure/media in between or among the parties hereto shall be deemed to have been waived, modified, rectified and/or amended.

NOW THIS INDENTURE WITNESSETH THAT THE PARTIES HERETO HAVE AGREED AS FOLLOWS :

1. In consideration of the said sale Agreement between the Owner/Vendor and/or Developer/Promoter & and the Purchaser/s herein and in consideration of the sum of Rs./= (**Rupees**) only of the lawful money of the Union of India well and sufficiently paid by the Purchaser/s to the Owner/Vendor and/or Developer/Promoter in terms of the said sale Agreement on or before the execution of these presents (the receipt whereof the Owner/Vendor and/or Developer/Promoter doth hereby as well as by the receipt and memo hereunder written admit and acknowledge) and of and from the same and every part thereof Owner/Vendor and/or Developer/Promoter at the request of the Purchaser/s and of and from the same and every part thereof jointly doth hereby acquit discharge exonerate and release the Purchaser/s the ALL THAT Flat/Shop/Parking Space **Being No., Floor** bordered GREEN in the FLOOR PLAN annexed herewith, with or without exclusive Balcony, particularly described in the SECOND SCHEDULE below and the right to use and enjoy the Common Portions and wherever the context so intends or permits, shall include the said Undivided Share, particularly described in the THIRD SCHEDULE below, which constructed on the land, more fully and particularly described in the FIRST SCHEDULE; and attributable to the SAID FLAT/SHOP/PARKING SPACE hereby granted, sold, conveyed and transferred, the Owner/Vendor and/or Developer/Promoter doth hereby grant sell convey transfer assign and assure ALL THAT undivided proportionate variable indivisible impartible share in land underneath the Building in which the ALL THAT Flat/Shop/Parking Space **Being No., Floor** bordered GREEN in the FLOOR PLAN annexed herewith, with or without exclusive Balcony, particularly described in the SECOND SCHEDULE below and the right to use and enjoy the Common Portions and wherever the context so intends or permits, shall include the said Undivided Share, particularly described in the THIRD SCHEDULE below, which constructed on the land, more fully and particularly described in the FIRST SCHEDULE; (hereinafter referred to as the "SAID SHARE IN THE SAID PREMISES") together with all and whatever right, title and interest of the Owner/Vendor and/or Developer/Promoter of and in ALL THAT Flat/Shop/Parking Space **Being No., Floor** bordered GREEN in the FLOOR PLAN annexed herewith, with or without exclusive Balcony, particularly described in the SECOND SCHEDULE below and the right to use and enjoy the Common Portions and wherever the context so intends or permits, shall include the said Undivided Share, particularly described in the THIRD SCHEDULE below, which constructed on the land, more fully and particularly described in the FIRST SCHEDULE; (more fully described in the SECOND SCHEDULE hereunder written and hereinafter collectively referred to as the "SAID FLAT/SHOP/PARKING SPACE") ALSO TOGETHER WITH undivided proportionate variable and impartible share in the common parts and portion of the said Building more fully and particularly described in the THIRD SCHEDULE hereinafter mentioned but without any Ownership right in the ultimate Roof of the Building, and the open land within the said property. AND the reversion or reversions remainder or remainders AND rents issues and profits of the said flat/shop/parking space including the said share in the said premises and/or any and every part thereof AND all the legal incidence thereof AND ALL the estate right title interest inheritance possession use trust property claim and demand whatsoever both at law and equity of the Owner/Vendor and/or Developer/Promoter into or upon and in respect of the said share in the said premises or any and every part thereof herein comprised and hereby sold conveyed granted and transferred TO HAVE AND TO HOLD the same and every part thereof unto and to the use of the Purchaser/s SUBJECT

TO the Purchaser's covenants herein and subject to the terms, covenants, stipulations, conditions and agreements hereunder written and on the part of the Purchaser/s to be observed and performed as the covenants for the benefits and protection of the premises and binding upon the Purchaser/s or the person deriving title to the said share in the said premises as "covenant running with the land" SUBJECT HOWEVER TO the Purchaser/s paying to the Owner/Vendor and/or Developer/Promoter/Association proportionate service charges and maintenance charges and also paying proportionate Municipal and all other rates taxes outgoings and common expenses including those mentioned in the FOURTH SCHEDULE hereunder written in connection with the SAID FLAT/SHOP/PARKING SPACE wholly and the building and the said land and in particularly the common areas and facilities proportionately.

2. The Owner/Vendor and/or Developer/Promoter doth hereby covenant with the Purchaser/s as follows:-

2.1 That notwithstanding any act deed matter or thing whatsoever heretofore done committed or knowingly suffered by the Owner/Vendor and/or Developer/Promoter to the contrary the Owner/Vendor and/or Developer/Promoter is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to sell and transfer assign and assure.

2.2 That the Owner/Vendor and/or Developer/Promoter have good right full power and absolute and indefeasible authority to sell assign and transfer the said share in the said premises and every part thereof unto and to the use of the Purchaser/s in the manner aforesaid and according to the true intent and meaning of these presents.

2.3 That it shall be lawful for the Purchaser/s at all times hereafter peaceably and quietly to enter into and upon the SAID FLAT/SHOP/PARKING SPACE and to hold occupy and enjoy the said flat/shop/parking space forever subject to the terms, conditions and covenants contained herein and to receive the rents issues and profits in respect of the SAID FLAT/SHOP/PARKING SPACE including the said share in the said premises without any lawful eviction interruption hindrance disturbance claim or demand whatsoever from or by the Owner/Vendor and/or Developer/Promoter or any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the SAID FLAT/SHOP/PARKING SPACE including the said share in the said premises from under through or in trust for the Owner/Vendor and/or Developer/Promoter AND free and clear and freely and clearly and absolutely acquitted exonerated and discharged against all charges lispens and encumbrances whatsoever made done executed or knowingly suffered by the Owner/Vendor and/or Developer/Promoter.

2.4 That the Owner/Vendor and/or Developer/Promoter and all persons having or lawfully or equitably claiming any estate right title or interest whatsoever in the SAID FLAT/SHOP/PARKING SPACE including the said share in the said premises from through under or in trust for the Owner/Vendor and/or Developer/Promoter shall and will from time to time and at all times hereafter at the request and costs of the Purchaser/s do make acknowledge and execute or cause to be done made acknowledged and executed all such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring the SAID FLAT/SHOP/PARKING SPACE including the said share in the said premises hereby granted transferred assigned and assured and every part thereof unto and to the use of the Purchaser/s as shall or may be reasonably required.

2.5 That the Owner/Vendor and/or Developer/Promoter shall and will unless prevented by fire or other irresistible accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser/s produce or cause to be produced before the Purchaser/s or his Attorney or Attorneys or Agent or Agents or before any Court, Tribunal, Board, Authority or firm for inspection or otherwise as occasion shall require the deeds and writings in connection with the said land and/or building thereon so long as the same shall remain with the Owner/Vendor and/or Developer/Promoter and shall also at the like request and costs deliver to the Purchaser/s such attested or other copies of or extracts there from as Purchaser/s may require AND shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe unobliterated, uncanceled and unspoilt.

3. The Purchaser/s doth hereby covenant with the Owner/Vendor and/or Developer/Promoter as follows:-

3.1 comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency/Association from time to time;

3.2 permit the Owner/Vendor and/or Developer/Promoter, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Flat/Shop/Parking Space for the Common Purposes or the Project;

3.3 deposit the amounts for various purposes as required by the Owner/Vendor and/or Developer/Promoter/Maintenance Agency or the Association;

3.4 use and occupy the said Flat only for the purpose of residence, the said Shop only for the purpose of Business and the said Parking Space only for the purpose of Parking the Vehicles;

3.5 use the Common Portions without causing any hindrance or obstruction to other Flat/Shop/Parking Space Owners and occupants of the Building;

3.6 keep the said Flat/Shop/Parking Space and walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat/Shop/Parking Space in the Building and/or in the said Property in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flat/Shop/Parking Space/parts of the Building.

3.7 in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Flat/Shop/Parking Space or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;

3.8 use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Flat/Shop/Parking Space of men, materials and utilities;

3.9 bear and pay the Common Expenses and other outgoings in respect of the said Property

3.10 pay Municipal and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the said Property proportionately and the said Flat/Shop/Parking Space wholly and to pay proportionate share of such rates and taxes payable in respect of the said Flat/Shop/Parking Space until the same is assessed separately by the Municipality;

3.11 pay for other utilities consumed in or relating to the said Flat/Shop/Parking Space;

3.12 allow the other Flat/Shop/Parking Space Owners the right to easements and/or quasi-easements;

3.13 regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipal Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier; and

3.14 observe and comply with such other covenants as be deemed reasonable by the Owner/Vendor and/or Developer/Promoter for the Common Purposes.

3.15 not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Flat/Shop/Parking Space or any part of the Building or the said Property or may cause any increase in the premium payable in respect thereof;

3.16 not to decorate the exterior of the Building otherwise than in the manner agreed by the Owner/Vendor and/or Developer/Promoter in writing or in the manner as near as may be in which it was previously decorated;

3.17 not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, lobby, landings or in any other common areas or installations of the Building;

3.18 not to store or allow any one to store any goods articles or things in or around the staircase lobby landings or other common areas or installations of the Building;

3.19 not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flat/Shop/Parking Space in the Building;

3.20 not to claim any right over and/or in respect of any open land at the said Property or in any other open or covered areas of the Building and the said Property reserved or intended to be reserved by the Owner/Vendor and/or Developer/Promoter for his own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him;

3.21 not to park or allow anyone to park any car or two wheeler at any place other than the space earmarked for parking car(s) and/or two wheeler(s);

3.22 not to do any addition, alteration, structural changes, construction or demolition in the said Flat/Shop/Parking Space without prior permission from the Municipality and other concerned authorities as also the Owner/Vendor and/or Developer/Promoter and also subject to the condition

3.23 not to use the said Flat/Shop/Parking Space for any purpose save and except for residential purpose and not to use the said Flat/Shop/Parking Space in any manner that may cause nuisance to occupiers of the other portions of the Building and not to use the said Flat/Shop/Parking Space as a Club House, Boarding House, Eatery or for commercial, illegal or immoral purposes;

3.24 not to block or occupy any pathway, passages, corridor, lobby in any manner whatsoever;

3.25 not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Memorandum.

3.26 To co-operate with the Owner/Vendor and/or Developer/Promoter/Association in the management and maintenance of the Building and doing all other acts relating to and concerning with the common purpose and formation of association of the Flat/Shop/Parking Space of the Society of the Building.

3.27 To observe and perform rules regulations and restrictions from time to time in force for the use and management of the said Building and in particular the common parts and the common portions formed and/or made applicable from time to time by the Owner/Vendor and/or Developer/Promoter/Association.

3.28 Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Flat/Shop/Parking Space in the said Building.

3.29 To pay and bear proportionately the common expenses and general expenses and other outgoings in respect of the Building and all the expenses and outgoings and charges in respect of the said Flat/Shop/Parking Space.

3.30 To pay Municipal and all other rates, taxes, levies and impositions in respect of the said Building proportionately and in respect of the said Flat/Shop/Parking Space wholly.

3.31 To pay and bear for electricity and other utilities in or relation to the said Flat/Shop/Parking Space including the charges for loss of electricity due to amortization/transformation etc., and the proportionate charges for replacement/repairs of the transformer and other connected utilities and apparatus.

3.32 Until formation of the Association and its taking over maintenance management and administration of the common portions of the Building, common parts, general utilities or common portion of Flat/Shop/Parking Space, the said Owner/Vendor and/or Developer/Promoter shall continue to maintain, manage and administer the same and the Purchaser/s shall pay to the Owner/Vendor and/or Developer/Promoter proportionate share of the common expenses.

3.33 The Purchaser/s will/shall not take up wiring for electrical and telephone installations, television antenna and/or any other appliances or air conditioning units on the exterior of the property concerned that protrudes through the walls except as expressly authorized in writing by the Owner/Vendor and/or Developer/Promoter/Association.

3.34 Till such time the said Flat/Shop/Parking Space is being separately assessed by the Bolpur Municipality or any Comptenant Authority and separate rate bills being issued, the Purchaser/s will/shall regularly and punctually pay proportionate share of the rates and taxes as assessed by the Bolpur Municipality or any other competent authority on the whole building and/or the premises to the Owner/Vendor and/or Developer/Promoter or the association (upon its formation) within such time as may be prescribed by the Owner/Vendor and/or Developer/Promoter or the Association. The proportion of the Purchaser/s in the rates and taxes and also otherwise hereunder be determined by the Owner/Vendor and/or Developer/Promoter or the Association on the basis of the area of each Flat/Shop/Parking Space in the said building and the Purchaser/s shall accept the same. Upon the said Flat/Shop/Parking Space being separately assessed by the Bolpur Municipality or any other competent authority and separate rate bills being issued, the liability of the Purchaser/s for payment of his/her share towards the rates and taxes of the said Flat/Shop/Parking Space to the Owner/Vendor and/or Developer/Promoter or the Association shall determine. The Purchaser/s will/shall however, regularly and punctually pay all such rate bill and keep the Owner/Vendor and/or Developer/Promoter and the Association as the case may be indemnified there from.

3.35 Upon formation of the Association/Holding Organization and its taking over maintenance and management of the building with the consent of the Owner/Vendor and/or Developer/Promoter, the Owner/Vendor and/or Developer/Promoter shall transfer to the Association and Holding Organization all the rights and obligations of the Owner/Vendor and/or Developer/Promoter with regard to the common purpose (save those expressly or intended to be reserved by the Owner/Vendor and/or Developer/Promoter) whereupon only the Association and Holding Organization shall be entitled to and obliged therefore. Upon such transfer the Co-owners and the Association and/or Holding Organization shall however remain liable to indemnify the Owner/Vendor and/or Developer/Promoter from all liabilities due to non-fulfillment of their respective obligations hereunder by the Co-owners and/or the Association and/or Holding Organization.

3.36 The Purchaser/s will/shall pay to the Owner/Vendor and/or Developer/Promoter any Tax at such rate as be fixed by the authorities upon the construction cost paid by the Purchaser/s to the Owner/Vendor and/or Developer/Promoter and also pay all ancillary taxes and levies within 7 days of demand by the Owner/Vendor and/or Developer/Promoter upon the Purchaser/s.

3.37 It would be obligatory on the Purchaser/s to make payment of the liabilities herein mentioned to the Owner/Vendor and/or Developer/Promoter or the Association or Holding Organization in whom the control and management of the building shall remain vested, in such manner as may be directed by the Owner/Vendor and/or Developer/Promoter or the Association or the Holding Organization. In case the Purchaser/s fails or neglect to pay the amount payable and/or reserved under this present, the same shall carry interest at the rate of 12% (Twelve percent) per annum and it will be within the competence of the Owner/Vendor and/or Developer/Promoter or the association or the Holding Organization to discontinue services to the Purchaser/s in his/her/its/their said Flat/Shop/Parking Space pending payment of such liabilities.

3.38 The Purchaser/s will/shall not claim any separation or partition proportionate share in land or in the common areas and facilities

4. It is hereby agreed by and between the Owner/Vendor and/or Developer/Promoter and the Purchaser/s as follows

4.1 The Purchaser has agreed to purchase the said Flat/Shop/Parking Space with full knowledge that he/she/they would have no right, title, interest, claim or entitlement in respect of which Exclusive Use Rights are being granted with appurtenant to some Flats/Shop/Parking Space and which shall be transferable with the transfer of such some Flat/Shop/Parking Space respectively. The purchaser irrevocably and unconditionally agrees and undertakes not to have or be entitled to nor to claim any right, title or interest whatsoever in the other Flat/Shop/Parking Space at the Premises (including the Balcony comprised therein) and/or the properties and rights which are not intended to be transferred to the Purchaser as aforesaid and also hereby disclaims, relinquishes releases and/or waives in favour of the Owner/Vendor and/or Developer/Promoter and/or the other Flat/Shop/Parking Space Owners, as the case may be, all right, title, interest, entitlement or claim that Purchaser may entitled to, both in law or any equity, into or upon the Other parts and portions of the Building and the Premises including the exclusive Balcony attached/appurtenant to some Flat and excepting only those which are being expressly agreed to be transferred in favour of the Purchaser by the memorandum and agrees that such provision would also be included in the Deed of Conveyance to be executed in favour of the Purchaser in respect of the said Flat/Shop/Parking Space.

4.2 Notwithstanding anything to the contrary contain elsewhere in this Memorandum it is expressly agreed that the sale of the said Flat/Shop/Parking Space in favour of the Purchaser herein shall always be subject to the terms, conditions, restrictions, stipulations, covenants, rights, entitlements and easements contained in this Indenture.

4.3 In respect of the properties and rights which are not intended to be transferred to the Purchaser as aforesaid and/or which are stated to belong to the Owner/Vendor and/or Developer/Promoter, the Owner/Vendor and/or Developer/Promoter shall be entitled to use, utilize, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by him in his absolute discretion, without any reference to the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created any obstruction or hindrance whatsoever regarding the same.

4.4 The proportionate share of the Purchaser in respect of any matter referred to under this Memorandum shall be such as may be determined by the Owner/Vendor and/or Developer/Promoter and the Purchaser agrees and undertakes to accept the same notwithstanding there being minor variations.

4.5 The Owner/Vendor and/or Developer/Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roofs of the Building and/or other areas in the Building and/or the said Property by putting up hoardings, display signs, neon-signs, lighted displays etc. without being required to pay any charges for the same and neither the Flat/Shop/Parking Space Owners nor the Association nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever. For this purpose the Owner/Vendor and/or Developer/Promoter shall

4.6 Notwithstanding anything to the contrary contained elsewhere in this Memorandum it is expressly agreed that the sale of the said Flat/Shop/Parking Space in favour of the Purchaser herein shall always be subject to the terms, conditions, restrictions, stipulations, covenants, rights, entitlements and easements contained in this Indenture.

4.7 The Project and the Building to be constructed at the said Property have been named ALEKKHYA and the same shall always be known by the said name. The Purchaser and/or the Flat/Shop/Parking Space Owners and/or the Association shall not be entitled to change the said name and its logo under any circumstances whatsoever.

4.8 The Purchaser shall have no connection whatsoever with the other Flat/Shop/Parking Space Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Flat/Shop/Parking Space Owners (either express or implied) and the Purchaser shall be responsible to the Owner/Vendor and/or Developer/Promoter for fulfillment of the Purchaser's obligations irrespective of non-compliance by any other Flat/Shop/Parking Space Owner.

4.9 It is clarified that the defect liability responsibility of the Owner/Vendor and/or Developer/Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorized modifications or repairs done by the Purchaser or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Owner/Vendor and/or Developer/Promoter to the Purchaser ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the Purchaser, the Owner/Vendor and/or Developer/Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Owner/Vendor and/or Developer/Promoter/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Purchaser has been made aware and the Purchaser expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Purchaser it shall be necessary to appoint an expert who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

4.10 Imposition of or enhancement in any tax (including GST) duty levy surcharge charge or fee under any statute rule or regulation in respect of the said Property, the Building and/or the said Flat/Shop/Parking Space or the maintenance thereof or the transfer of the said Flat/Shop/Parking Space, the same shall be borne and paid by the Purchaser proportionately or wholly as the case may be, without raising any objection thereto, within 7 days of demand being made by the Owner/Vendor and/or Developer/Promoter and the Owner/Vendor and/or Developer/Promoter shall not be liable for the same.

4.11 The Purchaser shall be responsible for and shall keep the Owner/Vendor and/or Developer/Promoter, Maintenance Agency and/or the Association indemnified of from and against all damages claims demands costs charges expenses and proceedings occasioned relating to the said Property or any part of the Building or to any person due to any negligence or any act deed thing or omission made done or occasioned by the Purchaser and shall keep the Owner/Vendor and/or Developer/Promoter indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Owner/Vendor and/or Developer/Promoter as a result of any act, omission or negligence of the Purchaser or the servants agents licensees invitees or visitors of the Purchaser and/or any breach or non-observance by the Purchaser of the Purchaser's covenants and/or any of the terms herein contained.

THE FIRST SCHEDULE ABOVE REFERRED TO :
SAID LAND/PROPERTY

ALL THAT Land measuring more or less 15 Decimal under L. R. Khatian No. 23045, 23046 & 23047, R.S. Dag No. 571/2822, L.R. Dag No. 1529, Classification- Vastu, under Mouza Bolpur, J. L. No. 99, P.S. Bolpur, Bolpur Municipality, Dist. Birbhum, bordered RED in the MAP or PLAN annexed herewith, is butted and bounded as follows:-

ON THE NORTH : Land of L. R. Dag No. 1528.
ON THE EAST : Land of L.R. Dag No. 1526 (Municipality Road).
ON THE SOUTH : Land of L. R. Dag No. 1530 (Municipality Road).
ON THE WEST : Land of L.R. Dag No. 1528.

OR HOWSOEVER OTHERWISE the said Property is butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO :
(SOLD PROPERTY, THE SAID FLAT/SHOP/PARKING SPACE)

ALL THAT the residential Flat/Shop/Parking Space Being No. _____, _____Floor, of the Building having Carpet area of _____ square feet equivalent to _____ Sq. ft. of Built up area and _____ Sq.ft. of super built up area in the Complex named "ALEKKHYA" to be constructed at the said Property.

PART- II

EXCLUSIVE BALCONY _____ Sq.ft. Carpet Area attached with the said FLAT which has been included in the Super Built Up area of the Flat.

THE THIRD SCHEDULE ABOVE REFERRED TO

COMMON PORTIONS

- a) Lobbies, passages, staircases, landings, corridors of the said Building.
- b) Driveways and internal paths and passages in the said Property.
- c) Lift pits, chute and lift machine rooms.
- d) Common drains, sewers, pipes and plumbing equipments.
- e) Water supply from deep tube well/Municipality (if any)
- f) Common underground water reservoir (if any)

- g) Overhead water tank in the said Building (save with are with individual Row Bungalow).
- h) Wires, switches, plugs and accessories for lighting of common areas.
- i) Master/Disc Antenna for satellite television, cable T.V. together with its accessories if installed or provided (or if any).
- j) Water Pump and motor and water pump room (if any).
- k) Lifts and lift machinery and other equipments
- l) Common toilets
- m) Room for Darwans (if any).
- n) Common electrical wiring, meters, fittings and fixtures for lighting of common areas
- o) Boundary walls and Main Gate/Gates
- p) HT/LT room/space
- q) Electricity meter room/space
- r) Generator room/ space (if any)
- s) Fire fighting equipments in the Building

THE FOURTH SCHEDULE ABOVE REFERRED TO COMMON EXPENSES AND GENERAL EXPENSES

1. GENERAL : All costs and expenses for maintaining, repairing, redecoration and doing all acts, deeds and things which are necessary for maintaining and beautifying the whole Building. The expenses for maintaining the gutters and water pipes, drains and electric wires for the Building and the said Building and used and enjoyed by the Purchaser in common with other Purchasers/occupiers and in common with other occupiers of the whole Building and all expenses for maintaining the said Building, Main Entrance, Landing, Staircases of the Building and Boundary walls of the Property and the costs of cleaning and lightening the whole Building as well as the said building and keeping the said, back and front space of the building.
2. ASSOCIATION : All costs and expenses for establishment and incorporation and registration of the Association for the whole Building. Proportionate expenses for the Association will be paid by the Purchaser including the costs of its formation, establishment and registration.
3. OPERATIONAL : The expenses for day to day maintenance of the whole Building particular building and such expenses to be incurred by Association will be borne by the Flat/Shop/Parking Space holders proportionately including the salary of the staffs of the Association.
4. RESERVES : Creation of funds replacement, for renovation and/or other periodic expenses.

THE FIFTH SCHEDULE ABOVE REFERRED TO : RIGHTS OF OWNER, MAINTENANCE AGENCY & ASSOCIATION

- a) Apportionment of any liability of the Purchaser in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Memorandum or otherwise shall be done by the Owner/Vendor and/or Developer/Promoter whose decision shall be final and binding on the Purchaser.

b) The Maintenance Charges payable by the Purchaser with effect from the Date of Possession shall be fixed by the Maintenance Agency and shall be payable on a monthly basis. In the event of the Purchaser not taking over possession of the said Flat/Shop/Parking Space within the time fixed in the notice calling upon him to take possession, the Maintenance Charges shall become payable by the Purchaser with effect from the date of expiry of the such period of such notice provided that until all payments due under this Memorandum are made by the Purchaser no right of whatsoever nature shall or can accrue in favour of the Purchaser in respect of the said Flat/Shop/Parking Space.

c) The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.

d) The Maintenance Agency/Association shall be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Purchaser and/or the said Flat/Shop/Parking Space in case of default in timely payment of the Maintenance Charges, Electricity Charges, Municipal taxes, Common Expenses and/or other payments by the Purchaser after giving 15 days notice in writing.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

SIGNED, SEALED AND DELIVERED

by the Owner/Vendor and/or Developer/Promoter
at Bolpur in the presence of:

1.

.....
(Signature of the Attorney of the Owners)

2.

.....
(Signature of the Developer/Promoter)

SIGNED, SEALED AND DELIVERED

by the PURCHASER/S at Bolpur in the
presence of:

1.

.....
(Signature of the PURCHASER/S)

2.

-16-

Received from the Purchaser/s the within mentioned sum of Rs./= (Rupees) only paid in favour of JHINUK INFRA as per memo below:

MEMO OF CONSIDERATION

DATE	CH/DD NO.	BANK NAME & BRANCH	AMOUNT IN RUPEES	FLAT AMOUNT	GST AMOUNT
------	-----------	-----------------------	---------------------	----------------	---------------

.....
(Signature of the Developer/Promoter)

Dwaisayan Joshi