

and to deal with, use, transfer, convey, let out and/or grant the same (with or without any construction, addition or alteration) to any person for any purposes at such consideration and in such manner and on such terms and conditions as the Landowner and/or Developer/Vendor shall, in its absolute discretion, think fit and proper.

15.2) The Developer/Vendor shall be entitled to link the said Premises with Added Areas i.e. lands or landed properties adjacent and/or adjoining to the said Premises whether acquiring (in its name and/or in the name of any group company/associate/sister concern/nominee) the same and/or entering upon any negotiation or contract with the owners of the same and shall be entitled to give, take and/or share any right, title, interest, benefit, advantage etc. with the added area as the Developer/Vendor may from time to time deem fit and proper. Without prejudice to the generality of the foregoing provisions and nonetheless in addition thereto, the Developer/Vendor shall be at liberty to do all or any of the following acts deeds and things from time to time relating to or arising out of the linking of the said Premises with the Added Areas:-

(i) to amalgamate or merge the added areas or any part thereof with the said Premises and/or the said Housing Complex in such manner and to such extent as be deemed fit and proper by the Developer/Vendor,

(ii) to allow the utilization of the frontage, entry/exit points, passages, pathways, access ways at the said Premises for any sanction, construction, use and enjoyment of the added areas or any constructions and developments thereon,

(iii) to cause or allow Building Plans for construction at the added areas to be sanctioned by using or showing the frontage or any other beneficial characteristics of the said Premises,

(iv) to utilized any additional constructed area that may be allowed or sanctioned in the said Premises and/or the New Building or Housing Complex thereon (by way of additional floor, additional building or otherwise) owing to any link with the added areas,

(v) to combine and/or connect the said Premises and the added areas or any part thereof or any developments thereon and/or to share any portion, area, utility, facility, access way, entry/exit points, clubs or any common or other facility (including the Common Areas and Installations) between the occupants of the said Housing Complex and the added areas in such manner and to such extent as the Developer/Vendor may deemed fit and proper.

15.3) The Developer/Vendor may at it's discretion inform at appropriate time by General Notice or any Specific Notice to the Purchaser/s about any modifications and/or alterations in the terms and conditions of this Agreement or owing to any linkage with any additional area and so long as the location or area of the said Flat/Apartment is not changed, the Purchaser/s shall not object thereto or raise any claim in respect thereof provided that in case the location or area of the said Flat/Apartment also gets affected due to such linkage, the parties shall mutually discuss and finalize the consequence thereof and falling such Agreement, either party shall be entitled to terminate this Agreement and the Developer/ Vendor shall upon such termination refund the earnest money until then paid by the Purchaser/s to the Developer/Vendor.

15.4) In case of any construction, any additional construction arising out of linkage with additional area or otherwise, there may be a consequential decrease in the said share in the land, but the Purchaser/s neither individually or jointly with any Co-owners shall not be entitled to claim refund or reduction of any consideration or other amounts payable by the Purchaser/s hereunder nor to claim any amount or consideration from the Developer/Vendor on account thereof.

16. ADJUDICATION OF DISPUTES:- If any disputes and differences arise by and between the Parties hereto in any way relating to or connected with the Flat/Apartment and/or this Agreement and/or anything done in pursuance hereof, the same shall be referred for arbitration to such person as be nominated by the Developer/Vendor. It is agreed by and between the parties herein that the said Sole Arbitrator shall have the power to pass and give both interim order and award and/or award in one or more lots and to proceed in a summary manner with regard to adjudication of the disputes and differences between the Parties which shall be final and binding on both the Parties hereto. The Arbitration shall otherwise be governed by the provisions of the Arbitration and Conciliation Act, 1996 as modified from time to time and the Arbitration shall be held at Kolkata only.

17. NOTICE:- Unless otherwise expressly mentioned herein all Notices shall be served to the Parties by hand or sent by registered post or speed post with acknowledgement due to at the address of the other party mentioned herein above or hereafter notified in writing and irrespective of any change of address of return of the cover sent by registered post without the same being served. The intending Purchaser/s shall get his/her/its/theirs complete address registered with the

Developer/Vendor at the time of executing this Agreement and it shall be his/her/its/theirs responsibility to inform the Developer/Vendor in writing about all subsequent changes.

18. JURISDICTION:- Only the Civil Courts within the Ordinary Original Civil Jurisdiction of the High Court at Calcutta shall have the jurisdiction to entertain try and determine all actions and proceedings between the Parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

19. POWER & SUPPLY:- Installation costs, deposits and other charges (inclusive of mother meter for the Building/Block/Tower, transformer) to be paid by the Developer/Vendor to the power supply authority concerned towards obtaining, installing power and for providing electricity to Common Areas, street light, parks, green verge, community facilities etc. from the deposits paid towards "External Electrification". The Purchaser shall pay for the Electricity Security Deposit ("ESD") for individual electric meters to be allotted to him by the concerned power supply authority. In case the power supply authority fails to provide individual meter to the Purchaser/s and/or makes provision for temporary connection at the time of possession, the Developer/Vendor may provide sub-meters to the Purchaser/s, subject to viability and upon payment for such connection. The amounts and the price for each unit of electricity consumed from such temporary connection will be intimated in due course or as soon as the same is known to the Developer/Vendor, and the Purchaser shall pay the same within the due date to be mentioned by the Developer/Vendor. If the situation demands so, the Purchaser may be required to enter into a separate agreement for supply of electricity with the Developer/Vendor for supply through sub-meters. The Purchaser will be provided with Power Backup during the Power-Cuts. The actual running cost and maintenance charges of DG will be separately charged from the Purchaser along with the other owners of Units .

20. <: PURCHASER/S FURTHER ACKNOWLEDGES, COVENANTS & ASSURES :>

20.1) Before the date of execution hereof, the Purchaser/s have independently examined and got himself/herself/itself/themselves fully satisfied about the title of the Landowner and/or Developer/Vendor to the said Premises and the Flat/Apartment and accepted the same and agrees and covenants not to raise any objection with regard thereto or make any requisition in connection therewith. The Purchaser/s have also inspected the Building Plans in respect of New Building/s and the location and area of the Flat/Apartment and agrees and covenants not to raise any objection with regard thereto.

20.2) That the Purchaser/s shall not be entitled to changes any exterior of his/her/its/their Flat/Apartment any manner whatsoever without consent of the Developer/Vendor herein and/or the concerned authority.

20.3) The Purchaser/s hereby gives consent to the Developer/Vendor that the Developer/ Vendor shall have full right, title and interest to use and utilize the additional FSI/FAR/TDR in respect of the Land which may be made available by the concerned authorities even after registration of the Deed of Conveyance regarding the sale of the Flat/Apartment, Car Parking (if any) has been executed and the Purchaser/s or the Flat Owner's Association or any member of the said Association shall not raise any objection of whatsoever nature for the same.

20.4) The Purchaser/s shall not use the Flat/Apartment or permit the same to be used for purpose other than residential or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Flat/Apartment or for any illegal or immoral purposes. The Purchaser/s shall use the Car Parking Space (if any) carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.

20.5) The Purchaser/s shall not store any goods in the Flat/Apartment and/or Car Parking Space (if any) which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority.

20.6) The Purchaser/s shall not make any additions or alterations in the Apartment and/or Car Parking Space (if any) or cause damage to or nuisance in the Project in any manner. In case any partitions, interiors, false ceilings etc. are installed by the Purchaser/s, then all necessary permissions from the concerned authorities (if required) will be obtained by the Purchaser/s directly at his/her/its/ their own cost. The Purchaser/s shall not be entitled to carry out any structural changes in the Flat/Apartment, Car Parking (if any) in any form or manner whatsoever.

20.7) That it has been specifically explained that the specifications of the said flat/Block/Tower as set forth in the brochures, advertising materials, hoardings billboards and marketing are just indicative and are subjected to change based upon the situations, however such proposed changes will be done in conformity with the representations made and such proposed changes shall be the closest possible alternative available to the Developer keeping in mind the standard materials promised to be used for construction purpose. That the completion period as stated above, shall automatically stand extended by the time period, which may be required for obtaining any new approval or clearance, if subsequently, imposed by any statutory authority/authorities during the construction period.

20.8) The Purchaser/s shall not put up any name plate, sign board, neon sign, publicity or advertisement material in the Common Areas of the said Housing Project and shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design, with a view to maintain uniform aesthetics.

20.9) The Purchaser/s shall at all times co-operate with the other Purchaser/s/Occupier/s of the Flat/Apartment and Developer/Vendor in the management and maintenance of the Apartment, Car Parking (if any) and the said Housing Project.

20.10) If at any time after the Effective Date there be imposition of any new or enhancement in any tax (GST, service tax and other taxes) or levy or fees or charges (including Stamp Duty and/or Registration Fees) on the transfer or construction of the Flat/Apartment, Car Parking (if any), the same shall be borne and paid by the Purchaser/s within 7 (seven) days of demand being made by the Developer/ Vendor without raising any objection thereto.

20.11) The Purchaser/s shall pay the proportionate rates, charges and fees till such time the Flat/Apartment, Car Parking (if any) are not mutated and separately assessed and thereafter timely pay all rates and taxes to ensure that none of the owners of other Flat/Apartment or the Developer/Vendor/Association, as the case may be, is affected in any manner for any non or untimely payment.

20.12) The Developer/Vendor shall not be responsible for any damage caused to the Flat/Apartment, Car Parking (if any) on account of delay in taking over possession and in such event, the Purchaser/s will have to take possession of the same on as is where is basis.

20.13) The Purchaser/s do hereby consent and confirm that the Developer/Vendor shall be at liberty to have the Building Plans changed, obtain fresh approval of the building plan, modify and/or alter construction, reconstruction, addition and/or alteration of or to the said Housing Complex or any part thereto or due to arising out of any linkage with the added areas and/or for change of user of any Unit other than the Flat/Apartment, provided that in case by such modification, alteration and/or sanction the location or build-up area of the Flat/Apartment is likely to be affected, then the Developer/Vendor shall take a consent from the Purchaser/s for such modification, alteration and/or sanction.

20.14) The Developer/Vendor shall be entitled to put or allow/authorize it's representative to put neon sign, hoardings, sign boards or any other installation on the roof of the Building/Block/Tower or any part thereof at such consideration, rent, hiring charges etc. and on such terms and conditions as the Developer/Vendor to it's sole discretion, may think fit and proper and to appropriate the same to its own benefit exclusively and all such rights shall be accepted reserved in favour of the Developer/Vendor. However such display of neon sign, hoardings, sign boards or any other installation shall not be in such manner that would in any manner obstruct natural light and air to the Flat/Apartment.

20.15) The period for construction or delivery of possession of the Flat/Apartment by the Developer/Vendor to the Purchaser/s and the compliance of all other obligation by the Developer/Vendor shall always be subject to the fact that the Developer/Vendor is not being prevented by Force Majeure or by reasons and circumstances beyond the control and capacity of the Landowner and/or Developer/Vendor or due to statutory provisions or Government rules, embargoes, protocols, procedures, ordinances, legislations, notifications or orders by the Government or Local Authorities, BL & LRO. The Developer/Vendor shall strive to it's best to deliver possession of the Flat/Apartment as schedule but the same may get postponed due to Force Majeure and other unavoidable circumstances beyond the control and capacity of the Developer/Vendor, such delay in delivery of possession shall be condoned without any pecuniary burden or compensation upon the Developer/Vendor herein. Force Majeure shall include storm, tempest, fire, flood, earth quake and other Acts of God or Acts of Government, Government rules, embargoes, protocols, procedures, ordinances, legislations, notifications or orders by the Government or Local Authorities, BL & LRO, Statutory Body etc., strike, riot, mob, air raid, order of injunction