

(only to the extent of leakage and drainage to the upper floors), the Common Areas and Installations of the Designated Block and of the Building Premises (including lift, water pump with motor, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Building/Block/Tower and/or enjoyed or used by the Purchaser/s in common with other occupiers or serving more than one Flat/Apartment and other saleable space in the Building/Block/Tower and at the Premises, main entrance, landings and staircase of the Building/Block/Tower enjoyed or used by the Purchaser/s in common as aforesaid and the boundary walls of the Premises, compounds etc. The costs of cleaning and lightening the Common areas and Installations, the main entrance, passages, driveways, landing, staircases and other parts of the Building/Block/Tower so enjoyed or used by the Purchaser/s in common as aforesaid and keeping the adjoining side in side spaces in good and repaired conditions.

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OPERATIONAL:- All expenses for running and operating all machines equipment's and installations comprised in the Common Areas and Installations (including lift, water pump with motor, etc.) and also the costs of repairing, renovating and replacing the same.

STAFF:- The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.

ASSOCIATION:- Establishment and all other expenses of the Flat Owner's Association and also similar expenses of the Maintenance-In-Charge looking after the common purposes until handing over the same to the said Association.

14.10) TAXES:- Panchayet/Municipal/Corporation/BL & LRO and other rates, taxes and levies and all other outgoings in respect of the Premises (save those assessed separately in respect of any Flat/Apartment).

14.11) INSURANCE:- Insurance premium (if insured) for insurance of the Building/Block/Tower and also otherwise for insuring the Designated Building/ Block/Tower against earthquake, damages, fire, lightning, mob, violence, civil commotions.

14.12) COMMON UTILITIES:- Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

14.13) RESERVES:- Creation of funds for replacement, renovation and/or other periodic expenses.

14.14) OTHERS:- All other expenses and/or outgoings including litigation expenses as are incurred by the Landowner and/or Developer and/or the Flat Owner's Association for the common purposes.

15. <: VENDOR EXCLUSIVE AREAS AND ENTITLEMENTS :>

15.1) Upon construction of the Building/Block/Tower in **Phase - I**, the Landowner and/or Developer shall identify and demarcated portions of the ground level at the said Premises as driveway, pathway and passage for common use, save and except the portion so identified to be driveway, pathway and passage for common use and save and except those expressed or intended to form part of the Common Areas and Installations, all open and covered space at the ground level at the said Premises shall be the exclusive property of the Landowner and/or Developer and the Landowner and/or Developer shall have the full and free right to make additions, alterations, constructions and/or Reconstructions in any open space at the said Housing Complex not expressed or intended to form part of the Common Areas and Installations 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 shall, in its absolute discretion, think fit and proper.

15.2) The Landowner and/or Developer 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 Landowner and/or Developer may from time to time deem fit and proper. Without prejudice to the generality of the foregoing provisions and nonetheless in addition thereto, the Landowner and/or Developer 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:-

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

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 Vendor may deemed fit and proper.

15.3) The Landowner and/or Developer may suitably 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 Landowner and/or Developer shall upon such termination refund the earnest money until then paid by the Purchaser/s to the Landowner and/or Developer.

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 Landowner and/or Developer 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

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

JURISDICTION:- Only the Civil Courts within the Ordinary Original Civil Jurisdiction of the 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 Landowner and/or Developer 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 Landowner and/or Developer may provide sub-meters to the Purchaser/s, subjective 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 Landowner and/or Developer, and the Purchaser shall pay the same within the due date to be mentioned by the Landowner and/or Developer. If the situation demands so, the Purchaser may be required to enter into a separate agreement for supply of electricity with the Landowner and/or Developer 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 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 Landowner and/or Developer herein and/or the concerned authority.

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20.3) The Purchaser/s hereby gives consent to the Landowner and/or Developer that the Landowner and/or Developer 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 the specifications of the said flat/ Block/Tower as saidforth 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 at all times co-operate with the other purchasers/ occupiers of the Flat/Apartment and Landowner and/or Developer in the management and maintenance of the Apartment, Car Parking (if any) and the said Housing Project.

20.9) If at any time after the Effective Date there be imposition of any new or enhancement in any tax 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 Landowner and/or Developer without raising any objection thereto.

20.10) 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 Landowner and/or Developer/Association, as the case may be, is affected in any manner for any non or untimely payment.

20.11) The Landowner and/or Developer 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.

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20.12) The Purchaser/s do hereby consent and confirm that the Landowner and/or Developer 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 Landowner and/or Developer shall take a consent from the Purchaser/s for such modification, alteration and/or sanction.

20.13) The Landowner and/or Developer shall be entitled to put or allow/authorize its 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 Landowner and/or Developer to its sole discretion, may think fit and proper to appropriate the same to its own benefit exclusively and all such rights shall be excepted reserved to the Landowner and/or Developer. However such display of neon sign, hoardings, sign boards or other installation shall not be in such manner that would in any manner obstruct natural light and air to the Flat/Apartment.

20.14) The period for construction or delivery of possession of the Flat/Apartment by the Landowner and/or Developer to the Purchaser/s and the compliance of all other obligation by the Landowner and/or Developer shall always be subject to the fact that the Landowner and/or Developer is not being prevented by Force Majeure or by reasons and circumstances beyond the control and capacity of the Landowner and/or Developer 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 Landowner and/or Developer shall strive to its 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 Landowner and/or Developer, such delay in delivery of possession shall be condoned without any pecuniary burden or compensation upon the Landowner and/or Developer 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 or otherwise restraining development or construction at the said Premises by the Court of Law, Tribunal or Statutory Body, scarcity of materials or equipment's in the market and any other reason beyond the control and capacity of the Landowner and/or Developer herein.

20.15) The Purchaser/s shall be and remain responsible for and to indemnify the Landowner and/or Developer and the Flat Owner's Association against all damages, costs, claims, demands and proceedings occasioned to the said Premises or any other part of the Building/Block/Tower or to any person due to negligence or any act, deed or thing made done or occasioned by the Purchaser/s and shall also indemnify the Landowner and/or Developer against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Landowner and/or Developer or any of them as a result of any act omission or negligence of the Purchaser/s or the servants, agents, licensees or invitees of the Purchaser/s and/or any breach or Non-observance, Non-fulfillment or Non-performance of the terms and conditions hereof to be observed, fulfilled and performed by the Purchaser/s.

20.16) The nominated Advocate of the Landowner and/or Developer herein shall prepare all documents like Agreement for Sale, Deed of Conveyance or any other deeds and documents in respect of the said Flat/Apartment and the Purchaser/s will be responsible to pay the fees of the said Advocate as


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and when demanded by the Landowner and/or Developer before execution and/or registration of the said documentations.

20.17) So far as specific allotment of Flat/Apartment is concerned, the Landowner and/or Developer shall have the right to enter into Supplementary Agreement with a view to total clarity/transparency and the Purchaser/s in that case shall have to enter into and execute the said Supplementary Agreement without raising any objection or disputes and it is mentioned herewith that the Landowner and/or Developer will be liable to mark the respective Flat Number after sanctioned of the building Plan/Plans.

20.18) The Purchaser/s shall be responsible and liable to pay Goods & Service Taxes, Value Added Tax, cess and all other taxes, levy and imposition applicable at present or in future, in respect of any amounts and outgoings payable by the Purchaser/s and also all penalty, surcharge, interest, cost, charges and expenses arising out of any delay, default or negligence on the part of the Purchaser/s proportionately or wholly as the case may be. The liability of the Purchaser/s to pay the aforesaid outgoings and impositions shall initiate with effect from the date of delivery of possession of the Flat/Apartment by the Landowner and/or Developer to the Purchaser/s or on the 5th day from the date of the Notice for Possession, whichever is earlier.

20.19) All payments mentioned in this Agreement shall, in case the same be monthly payments, be made to the Maintenance-In-Charge within the 7th day of each and every month for which the same becomes due, failing of which the Purchaser herein shall bear and pay the compensation, penalty, demurrage and indemnify the Landowner and/or Developer and the Maintenance-In-Charge and all the other Co-owners for all losses, damages, costs, claims, demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Purchaser(s) may have on such bills shall be sorted out within a reasonable time but payment shall not be withheld by the Purchaser(s) owing thereto.

20.20) The Purchaser/s shall not commit/permit or to be committed/permitted any form or manner to alter or change any layout in the said Flat/Apartment or in the beams, columns, pillars of the Building/Block/Tower passing through the Flat/Apartment or the common areas for the purpose of making, changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Building/Block/Tower.

20.21) To allow the Landowner and/or Developer and it's authorized representatives with or without workmen to enter into and upon the Flat/Apartment at all responsible times for construction and completion of the Building/Block/Tower for the common purpose and to view and examine the state and condition thereof and make good all defects, decays and want of repair in the Flat/Apartment within 7 (seven) days of giving a Notice in writing by the Landowner and/or Developer to the Purchaser/s thereabout. Not to commit or permit any alterations or changes in the exterior of the Building/Block/Tower, or fixtures and fittings attached to the exterior thereof e.g. pipes, conduits, cables, wiring, that are serving the Flat/Apartment or any other Unit in or portion of the said Building/Block/Tower.

20.22) Landowner and/or Developer shall have the absolute power to cancel any Booking/Agreement under any circumstance and at any stage or time and or for any reason/s as deemed fit and proper, with a notice of 15 (fifteen) days. The Landowner and/or Developer shall inform the Purchaser/s in writing about its decision, with or without the reasons behind such decision.

20.23) To abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, the concerned Gram Panchayet/Municipality/Corporation, West Bengal State Electricity Board or any other Electricity provider, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or

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