

Vendor shall not be responsible and liable thereof. Save as formed in terms hereof, no other Association shall be formed by the Purchaser(s) and / or the other Co-owners for the Common Purposes.

- (d) Upon formation of the Association, the Developer shall handover and /or transfer to the Association, all rights, responsibilities, liabilities and obligations with regard to Common Purposes (save those expressly reserved by the Vendor hereunder or intended to be or so desired by the Vendor hereafter) whereupon only the Association shall be entitled thereto and obliged therefore **Provided that** in case on date of expiry of three months from the date of sending the Notice by the Vendor , the Association is not formed by the Co-owners in terms of clause 8 hereinabove, then all such rights responsibilities and obligations with regard to the Common Purposes shall be deemed as on such date to have been handed over / transferred by the Vendor to all the Co-owners for the time being of the Housing Complex and thereupon only the Co-owners shall be entitled thereto and obliged therefore fully and in all manner. The Vendor shall also transfer to the Association or the Co-owners, as the case may be, the deposits made by the Purchaser(s) to the Vendor in terms hereof, after adjustment of its dues, if any and shall thenceforth be held by the Association / Co-owners in the relevant accounts.
- (e) The rules and regulations and / or bye laws of said Association and those that the Association and / or the Co-owners may frame or apply in respect of the Housing Complex or any part thereof, shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Vendor, hereunder reserved and / or belonging to the Vendor and also those that the Vendor may hereafter reserve.

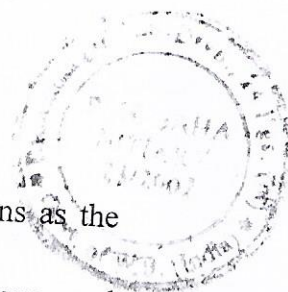
#### 9. VENDOR'S EXCLUSIVE AREAS AND ENTITLEMENTS :

Notwithstanding anything to the contrary elsewhere herein contained or contained in the Schedules hereto, it is expressly agreed and understood by and between the parties hereto as follows:

- (a) Upon construction of the Building in Phases the vendor shall identify and demarcate the portions of the ground level at the said premises ad 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 vendor and the vendor shall have the full and free right to make additions, alterations, constructions and or re-constructions in any open space at the Housing complex nor 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 purpose at such

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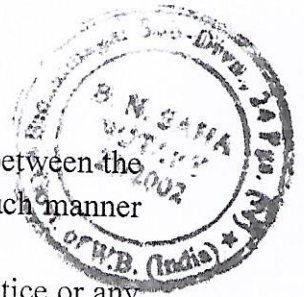
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- consideration and in such manner and on such terms and conditions as the vendor shall, in its absolute discretion, think fit and proper.
- (b) The vendor shall also be entitled with the permission of the concerned authorities, to construct additional storey or stories on the roof of the Designated Block or any part thereof and to deal with it by let out, convey and/or otherwise transfer the same to any person for such consideration and in such manner and so such terms and conditions as the vendor, in its sole discretion, may think fit and proper. In the event of any such construction, the roof of such construction being the ultimate roof for the time being, shall then become a Common Area common to all the Co-owners of the Building where the vendor shall shift the Over-head Water Tank and other common installation.
- (c) The 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 acquitting (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 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 Vendor shall be a 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 of 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 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 of any constructions and developments thereon;
  - (iii) to cause or allow building plan 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 utilize any additional constructed area that may be allowed or sanctioned in the said Premises and/or the New Building of Housing Complex thereon (by way of additional storey, additional building of otherwise) owing to any link with the Added Areas;
  - (v) to combine and/or connect the said Premises and the Added Areas of 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

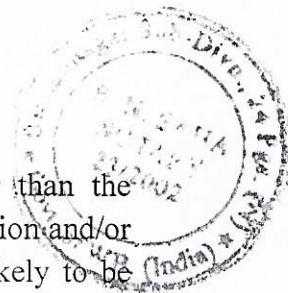
other facility (including the Common Areas and Installations) between the occupants of the Building Complex and the Added Areas in such manner and to such extent as the Vendor may deemed fit and proper.

- (d) The Vendor shall suitably inform a appropriate time by General Notice or any Specific Notice to the Purchaser(s) about any modifications and/or alterations in the terms of this agreement owing to any linkage with any Additional Area and so long as the location or area of the said Unit 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 Unit also gets affected due to such linkage , the parties shall mutually discuss and finalize the consequence thereof and failing such agreement, either party shall be entitled to terminate this Agreement and the Vendor shall upon such termination refund the earnest money until then paid by the purchaser(s).
- (e) 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) either 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 purchase(s) hereunder not to claim any amount of consideration from the vendor on account thereof.
- (f) The Vendor shall also be entitled to put or allow anyone to put neonsign, hoardings, sign boards or any other installation on the Roof of the Designated Block or any part thereof at such consideration, rent, hiring charges etc. and on such terms and conditions as the Vendor in its sole discretion, may think fit and proper and to appropriate the same to its own benefit exclusively and all such other rights shall be reserved unto the Vendor.
- (g) For or relating to any such constructions, additions or alterations, the Vendor shall, with the approval of the Architect, have the right to do all acts, deeds and things and make the alterations and connections and to connect all existing utilities and facilities available at the said premises viz, lift. Generator water, electricity, sewerage, drainage etc, thereto as be deemed to be expedient to make such area and construction tenable.
- (h) The Vendor shall be liberty to caused to be changed the nature of use or occupancy in respect of any Unit of Units (other than the Designated Unit), parking Space of other areas/spaces to any user or occupant as the Vendor may deem fit and proper and to own, use, enjoy, sell and /or transfer the same accordingly.
- (i) The Purchaser(s) do hereby consent and confirm that the Vendor shall be at liberty to have the building Plan changed, sanction afresh, modified and/ or altered for construction, reconstruction, addition and/or alteration to the Housing Complex or any part thereto due to arising out of any linkage with



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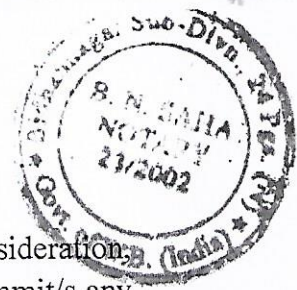
the Added Areas and/or for change of user of any Unit other than the Designated Unit Provided That in case by such modification, alteration and/or sanction the location or built-up area of the Designated Unit is likely to be affected then the vendor shall take a consent in writing from the purchaser(s) for such modification, alteration and/or sanction.

- (j) The Purchaser(s) do hereby agree, acknowledge and consent to the right, title and interest reserved upon the vendor under clause 10 and its sub clauses hereinafter and all the provisions and stipulations contained therein and also otherwise hereunder undertake/s and consent/s not raise any dispute, objection, hindrance, obstruction or claim with regard to the same or doing or carrying out of any such act, deed or thing in connection therewith by the vendor and/or persons deriving title or authority from the vendor and agree/s to sign, execute and/or deliver such further agreements, supplementary agreements, consents and other papers and writings as may be required by the vendor and do all acts deeds and things as may be required by the vendor to more fully effectuate and implement the right, title and interest of the vendor.

**10. PURCHASER(S) FURTHER ACKNOWLEDGE/S. COVENANT/S AND ASSURE/S:**

- (a) Before the date of execution hereof, the purchaser(s) has / have independently examined and got himself/ herself/itself / themselves fully satisfied about the title of the vendor to the said premises and the Designated Unit and accepted the same and agree/ s and covenant/s not to raise any objection with regard thereto or make any requisition in connection therewith. The purchaser(s) has / have also inspected the Designated Unit and agree/s and covenant/ s not to raise any objection with regard thereto.
- (b) The purchaser(s) shall have no connection whatsoever with the co-owners of the other Units and there shall be no privities of contract or any agreement, arrangement or obligation or interest as amongst the purchaser(s) and the other co-owners (either express or implied) and the purchaser(s) shall be responsible to the vendor for fulfillment of the purchaser(s) obligations and the vendor's right shall in no way be affected or prejudiced thereby.
- (c) The purchaser(s) individually or along with the other co-owners will not require the vendor to contribute towards proportionate share of the common expenses in respect of the Unit Parking Space of other portions which are not alienated or agreed to be alienated by the vendor for a period of one year from the date of completion of the entire Building.

**11. DEFAULTS:**



- (a) In case the Purchaser(s) commit/s default in making payment of the consideration, extras and/or deposits or any installment/part thereof within time or commit/s any breach of the terms and conditions herein contained, then or in any of such events, the Vendor shall give a **30 days'** Notice to the purchaser(s) to pay the amounts under default or to rectify the breach. In case the Purchaser(s) fail/s and or neglect/s to make the payment of the said amounts under default with applicable interest or to rectify the breach complained of within the said period of 30 days, this Agreement shall at the option of the vendor stand terminated and rescinded and in the event of such termination and rescission the rights and claims if any, of the purchaser(s) against the vendor, the Designated Unit and/or any appurtenance shall stand extinguished without any right of the purchaser(s) hereunder. In the event of cancellation, the Vendor shall be entitled to forfeit a sum equivalent to 25% of total consideration and the entire Advocate fees for the unit then payable by the purchaser(s) as and by way of pre- determined compensation and liquidated damages. The balance amount, if any, remaining with the vendor out of the earnest monies until then received by the vendor from the purchaser(s) shall become refundable by the vendor to the purchaser(s) without any interest and from out of the realization received by the vendor upon transfer of the Designated Unit to any other interested Buyer. In case the earnest money until then received by the vendor is insufficient to cover the said predetermined compensation and liquidated damages, the short fall shall be paid by the purchaser(s) to the vendor separately within **7 days** of such termination or recession of this Agreement by the vendor. It is agreed that the pre-determined compensation and liquidated damages mentioned above has been mutually assessed by the Parties to be genuine pre-estimate of damage expected to be suffered by the vendor in the event mentioned hereinabove. Consequently, it will not be open to the purchaser(s), at any time, to contend to the contrary.
- (b) In case the Vendor condones the default of the Purchaser(s) then and in such event the Purchaser(s) shall, along with such dues and/or arrears, pay interest @ **15% per annum** on all amounts remaining unpaid.
- (c) In case the purchaser(s) complies /comply with and / or is /are ready and willing to comply with his/her/its/their obligations hereunder and the vendor fails to construct the Designated Unit within the stipulated period, then the vendor shall be automatically allowed extension of **6(six) months** and in case of failure on the part of the vendor to construct the Designated Unit even within such extended period then and only in such event, the vendor shall be liable to pay to the purchaser(s) a monthly sum calculated @ **Rs.1/-per Sq.ft.** per month of the carpet area of the said unit for the period of delay beyond the extended grace period Provided that the purchaser(s) shall be entitled at any time after the expiration of the extended grace period, to cancel the contract placed hereunder by a notice in

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