

10.2 Neither any of the (i) open and covered spaces in the Buildings and the Land not included in the Common Areas mentioned in Schedule E, (ii) other Apartment Units, and Parking Spaces in the Buildings (except the right to park medium sized car(s) in the said Parking Space) and/or the Premises, (iii) right of further construction on any part of the open land/space comprised in the Land or raising of any additional floor/storey/construction on the roofs of the Buildings including the Common Roof Area and and the Allottee shall have no right, title, interest, claim or entitlement whatsoever in respect thereof and the Vendors shall be entitled to use, utilise, 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 the Vendors in their absolute discretion, without any reference to the Allottee who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Allottee may be entitled to, both in law or any equity, in favour of the Vendors.

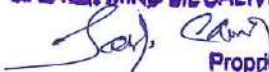
10.3 The right of the Allottee regarding the Undivided Share shall be variable depending on Additional/Further Constructions, if any, made by the Promoter from time to time and the Allottee hereby irrevocably consents to the same. Any such variation shall not affect the Total Price / Agreed Consideration and no claim can be raised regarding the same by the Allottee and the Allottee shall not be entitled to and covenants not to demand any refund out of the Total Price / Agreed Consideration paid by the Allottee on the ground of or by reason of any variation of the Undivided Share

10.4 The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roofs (including Common Roof Area) of the Buildings and/or other areas in the Buildings and/or the Premises by putting up hoardings, display signs, neon signs, lighted displays, etc. without being required to pay any charges for the same, other than payment of electricity consumed on actual, and no one including the Unit Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever.

10.5 Save and except the right of obtaining housing loan in terms of Clause 18 below, the Allottee shall not have any right or lien in respect of the said Apartment Unit till physical possession is made over to him after payment of all amounts by the Allottee.

10.6 The Deed of Conveyance and all other papers and documents in respect of

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the said Apartment Unit and the Premises shall be prepared and finalised by the Project Advocates and the Allottee has agreed and undertaken to accept and execute the same within 15 days of being required by the Promoter after complying with all obligations that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Promoter may suffer.

11. **MAINTENANCE OF THE BUILDING/ APARTMENT/ PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the project upon the issuance of the completion certificate of the project. The cost of such maintenance has not been included in the Total Price of the said Apartment and the same shall be paid by the Allottee as agreed with the Promoter

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect in construction (excluding any purchased materials and/or items) is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, the Promoter shall take steps to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided However that the Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Buildings, Common Areas and/or any of the Apartment Units by the Allottees including the Allottee herein and/or if there is any deviation found from the sanctioned Building Plan. It is further made clear that the structural defect, if any, must be certified by a licensed Architect that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Allottees and/or occupants of the Building.

13. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS :**

The Promoter/Maintenance Agency/Association of allottees shall have rights of unrestricted access to all Common Areas mentioned in Schedules E as also the garages/covered parking and parking spaces for providing necessary maintenance and repair services and the Allottee agrees to permit the Association of Allottees and/or Maintenance Agency to enter into the said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant

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otherwise, with a view to cause necessary repairs and maintenance and set right any defect.

14. **USAGE :**

Use of the Common Areas: The Common Areas as located within the Project, shall be ear-marked for purposes such as facilities and services including but not limited to electric main line, underground water tanks, Pump rooms, maintenance and service rooms, pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the association of Allottees formed for rendering maintenance services.


15. **COMPLIANCE WITH RESPECT TOTHE SAID APARTMENT:**

15.1 Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Apartment or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and shall keep the said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Buildings is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face facade of the buildings or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said Apartment or place any heavy material in the common passages or staircase of the Buildings. The Allottee shall also not remove any wall including the outer and load bearing wall of the said Apartment.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules and regulations, notifications, etc. applicable to the Project. The Allottee hereby undertakes that he shall comply with and carry out from time to time after he has taken over possession of the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs.

17. **ADDITIONAL CONSTRUCTIONS:**

17.1 The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and the clauses below.

17.2 The Allottee has irrevocably consented and/or hereby irrevocably consents that the Promoter shall be entitled to make in future Additional/Further Constructions by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roofs of the Buildings (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Areas and such future Additional/Further Constructions/ exploitation shall belong exclusively to the Promoter who shall be entitled to sell, transfer, convey and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Promoter is entitled to shift any part of the Common Areas (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area) to the ultimate roofs and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions. The Promoter shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Promoter has an irrevocable sole right in respect of the same and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same.

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force such

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*Sas* *Prakash*  
Proprietor

mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Apartment.

19. **APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allottees that the project in its entirety is planned in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Vendors does not create a binding obligation on the part of the Vendors or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned registration authority as and when intimated by the Vendors. If the Allottee(s) fails to execute and deliver to the Vendors this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or to pay the applicable stamp duty and registration fees and to appear before the concerned registration authority for its registration as and when intimated by the Vendors, then the Vendors shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, shall be treated as cancellation of this Agreement by the Allottee without any default of the Vendors and in such case the provision of Clause 7.5 regarding termination, forfeiture and refund shall be applicable. It is made clear that the Allottee shall not be entitled to 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 save and except the General Terms and Conditions in regard to the said Apartment.

22. **RIGHT TO AMEND:**

The Agreement may only be amended through written consent of the Parties. Any document containing any amendment accepted by the parties shall be valid and binding irrespective of whether the same is registered or not. The parties understand the present registration procedure in West Bengal does not contain provision for

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*Said*  
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registration of any amendment of a document and as such registration of any document containing any amendment is not likely to be possible.

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

23.1 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the said Apartment, in case of a transfer that is validly made with the prior written consent of the Promoter, as the said obligations go along with the said Apartment for all intents and purposes.

23.2 Until a Deed of Conveyance is executed in favour of the Allottee, the Allottee shall not be entitled to mortgage or encumber or assign or alienate or dispose of or deal in any manner whatsoever with the said Apartment Unit or any portion thereof and/or any right therein and/or under this Agreement ("Alienation") except for the purpose of housing loan in terms of Clause 18) unless all the following conditions are complied with:-

- a) A minimum period of 1(one) years have passed from the date of this Agreement.
- b) There is no default whatsoever by the Allottee in compliance with and/or performance of any of the Allottee's covenants, undertakings and obligations under this Agreement or otherwise.
- c) The Allottee has made full payment of the Total Price / Agreed Consideration, the Additional Liabilities and Deposits mentioned in Schedule C due or payable till the time of such Alienation including interest and penalties, if any.
- d) The Allottee shall deposit with the Promoter No Objection Certificate from the Bank and/or a letter of release of charge/ mortgage/ security regarding the above Apartment Unit including the documents pertaining to the above Apartment Unit.
- e) Prior consent in writing is obtained from the Promoter regarding the proposed Alienation.
- g) Any additional Income Tax liability that may become payable by the Vendors due to nomination by the Allottee because of higher market valuation as per the Registration Authorities on the date of nomination, shall be compensated by the Allottee paying to the Vendors agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time. Such amount shall be payable by the Allottee on or before the nomination.

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*Sauj*  
Proprietor

23.3 After the execution and registration of the Deed of Conveyance, the Allottee may alienate the said Apartment Unit subject to the following conditions:

- a) The said Apartment Unit shall be one lot and shall not be partitioned or dismembered in parts. In case of sale in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
- b) The transfer of the said Apartment Unit by the Allottee shall not be in any manner inconsistent with this Agreement and/or the Deed of Conveyance and the covenants contained herein and/or the Deed of Conveyance shall run with the land and/or transfer. The person(s) to whom the Allottee may transfer/alienate the said Apartment Unit shall be bound by the same terms, conditions, agreements, covenants, stipulations, undertakings and obligations as are applicable to the Allottee by law and/or by virtue of this Agreement and/or the Deed of Conveyance.

24. **WAIVER NOT A LIMITATION TO ENFORCE:**

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making timely payments as per the Payment Plan (Schedule 'C') including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees. However, such waiver, if any, shall be deemed to be a temporary waiver only and in case of the Promoter being liable to pay any interest or compensation to the Allottee for any reason whatsoever under this Agreement and/or the Act and/or Rules thereunder, then the waiver shall stand revoked and the interest amount as per the Act and/or Rules payable by the Allottee shall be adjusted against the amount, if any, payable by the Promoter. The Allottee may also, at its sole option and discretion, without prejudice to his rights as set out in this Agreement, waive any breach or delay by the Promoter including waiving the delay in completion and/or handover of possession in terms of this Agreement and/or under the provisions of the Act and/or Rules thereunder.

24.2 Failure on the 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.

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*Sanjay Chandra*  
**Proprietor**

25. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the 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 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 Apartment bears to the total carpet area of all the Apartments in the Project.

27. **FURTHER ASSURANCES:**

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

28. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in Kolkata after the Agreement is duly executed by the Allottee. After execution this Agreement shall be registered at the office of the Registrar, District Sub Registrar, Additional District Sub Registrar and/or any other authority having jurisdiction to register this Agreement. Hence this Agreement shall be deemed to have been executed at Kolkata within the jurisdiction of the Hon'ble High Court at Calcutta.

29. **NOTICES:**

All notices to be served on the Allottee and the Vendors as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Vendors by Registered Post at their respective addresses specified below:

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*Saty Chandra*  
Proprietor



**ALLOTTEES :**

----- (Name of Allottees)

----- (Allottees Address)

**PROMOTER:**

M/S. MASTER MIND MEGALIVING a Proprietorship Firm having its registered Office at 32/2A, East Road, Santoshpur, Post Office- Santoshpur, Police Station- Survey Park, Kolkata- 700 075, District- South 24 Parganas.

It shall be the duty of the Allottee and the Vendors to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendors or the Allottee as the case may be.

30. **JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Vendors to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.

31. **SAVINGS:**

Any application letter, allotment letter, agreement or any other document signed by the Allottee in respect of the said Apartment prior to the execution and registration of this Agreement for Sale shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder unless agreed between the parties. The General Terms and Conditions (GTC ) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of this Agreement.

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 thereunder including other applicable laws of India for the time being in force.

33. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms

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thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996.

[Any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder]

**THE SCHEDULE 'A' ABOVE REFERRED TO  
ENTIRE PROPERTY**

**ALL THAT** piece and parcel of Bastu land measuring about 8 (Eight) Cottahs 6 (Six) Chittacks 10 (Ten) Sqare Feet together with 400 Square Feet tile shed structure standing thereon being Premises No. 1462, Survey Park, Ward No. 109, Police Station- Purba Jadavpur now Survey Park, Kolkata- 700 075, Assessee No.31-109-13-6197-1, under R.S. Khatian No.11, R.S. Dag No. 1002 entered under Khanda Khatian Nos. 484, 528 and 531 of Mouza- Rajapur, J.L. No.23, Touzi No.109, Recorded as Revenue Survey No.14, District South 24 Parganas with all easement attached thereto which is butted and bounded by :

ON THE NORTH : R.S. Dag No.1002 (Part);  
ON THE SOUTH : 33' feet wide K.M.C. Road;  
ON THE EAST : R.S. Dag No.1002 (Part);  
ON THE WEST : 15'feet wide Common Passage.

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

**THE SCHEDULE 'B' ABOVE REFERRED TO  
(THE SAID PROPOSED FLAT AND THE PROPERTIES APURTEMENT THERETO )**

**ALL THAT** the Residential Flat/Unit in or portion of the New building being UNIT/ FLAT NO. --- containing by admeasurements a **CARPET AREA** of ----- **SFT.** and Exclusive Balcony/Verandah/Open Terrace Area Or "EBVT Area", having area of \_\_\_ Sft aggregating to a **NET AREA OF** \_\_\_ **SFT**, equivalent to the **SUPER BUILT-UP AREA** of about ----- **SFT.**, be little more or less on a portion on the ----- **FLOOR** in the New building at the said premises known as **The K.M.C. Premises No.1426, Survey Park, P.S. Survey Park, Kolkata – 700 075** and shown in the plan annexed hereto duly bordered in '**RED**' thereon **TOGETHER WITH** right to park **ONE** small/medium sized motor car on the ----- **CAR PARKING SPACE** on the Basement/Ground floor of the said building complex to be specifically allotted and demarcated by the Promoter at the time of possession **TOGETHER WITH** proportionate undivided and demarcated indivisible impartible share in the Common Areas and Installations mentioned and described in the **Third Schedule** hereunder written attributable to the said Unit **AND TOGETHER WITH** proportionate undivided undemarcated indivisible impartible share in the land below/ beneath the said building described and mentioned in the **First Schedule** hereinabove written attributable to the said Unit.

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*Saib Chandra*  
**Proprietor**

**SCHEDULE 'C'- PRICE DETAILS & PAYMENT PLAN**

The Allottee hereby agrees to pay the **TOTAL CONSIDERATION AMOUNT** of RS. \_\_\_\_\_/- (RUPEES \_\_\_\_\_ ONLY) out of which the Allottee has already paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) at or before execution of this Agreement (which amount the Promoter doth admit and acknowledge to have been received and the balance amount of the said consideration amount shall be paid to the Promoter in the manner hereinafter appearing:

**A.** Down payment at the time of Booking Rs.3,00,000.00  
At the time of execution  
of this Agreement

**B. BALANCE PAYMENT :-**

- |       |   |          |
|-------|---|----------|
| i)    | On completion of work upto plinth level   | @ Rs.10% |
| ii)   | On completion of Ground floor slab  | @ Rs.10% |
| iii)  | On completion of First floor slab   | @ Rs.10% |
| iv)   | On completion of Second floor slab  | @ Rs.10% |
| v)    | On completion of Third floor slab   | @ Rs.15% |
| vi)   | On completion of brick work(individual work)  | @ Rs.10% |
| vii)  | On completion of inside plaster   | @ Rs.10% |
| viii) | On completion of outside plaster  | @ Rs.5%  |
| ix)   | On completion of plumbing work  | @ Rs.10% |
| x)    | On completion of flooring work  | @ Rs.5%  |
| xi)   | Balance amount is to be paid at the time of possession or at the time of final Deed of Conveyance or after completion of the entire building or which ever is earlier |          |

**Total: Rs. \_\_\_\_\_,000.00**

All other additional deposits (mandatory) as stated above will be paid on or before taking over possession of the said flat/unit or as demanded by the Promoter to the Allottee.

**Part – II**

The Allottee hereby also agrees to pay to the Promoter for extra/additional works and /or facilities to be done and/or provided as per requirement of the Allottee.

However the Total GST does not include the GST payable on the extras and deposit computed on actuals. The Allottees undertakes and confirms to pay GST on the extras and deposits payable on actuals as and when such amount is ascertained and duly intimated by the Promoter.

**SCHEDULE 'D'- SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE SAID APARTMENT**

1. The building shall be on R.C. Column foundation as per design of the Architect along with structural Engineer.
1. The entire building would be finished with white marble (Marwar) with 4" skirting toilets will be 5" skirting. The inter stair case would be finished with white marble. If the First Party

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*(Signature)*  
**Proprietor**

decided to change the same their allocated portion. They can do the same in that event difference coat will be borne by the First Party herein.

2. Kitchen will have R.C.C. cooking platform with Granite on top 2'-6" walls tiled white colour over kitchen top back wall will be glazed tiles to protect the wall from oil spot. The kitchen floor will be finished by Marble (Marwar) one sink with drain board will be provided with a tap. All big cook will be of C.P. All interior walls and ceiling would be finished with plaster of paris, exterior walls would be painted with Asian Paints Apex Neither coat.
3. All doors will be flush door, only main door will be teak ply and rest will be with soil board on both sides of sufficient thickness (30mm) Door Frames will be of sal wood, main door will be front side polished and back side white enamel points. All doors will have forged all minimum tower bold and handle and all of bed rooms, door will be provided within mortise lock, main door will be provided with one night LATCH (Godrej).
4. All windows will be Aluminium sliding window with grill fitted. All grills will be fabricated of steel Bars and painted with anti-corrosive primer and paint.
5. Such Flat will have two bath rooms (one toilet and one latrines. The floor of the toilet would be finished Marble (Marwar) jeased tile, wall upto 6' height both the toilets will be western types commode P.V.C. cistern (Hindware) quality. In addition to one waste basin, adjustable shower bib cook and Hot-cold water taps of Jaguar.
6. All porcelain fittings will provide white colour, full concealed wiring in all flats one fan point, 2 lights point and one plug point in each room in one switch board, other places lights point only, electric call bell point only at the main door, one plug 3 light points and two fan points will be provided in the drawing room dining and one light point and one exhaust fan point will be provided in kitchen.
7. All switches, plug etc of Crabtree Brand or equivalent make, wiring concealed with copper wire.
8. Roof will be finished with 5' lime terracing with water proofing compound Lift will be provided of reputed company.
9. Special fittings/finished extra works will be provided as per customers choice other than above mentioned at an extra cost as per market rate, water supply bound the clock is a rude through K.M.C. source for which necessary underground and overhear R.C. Reservoir will be made.

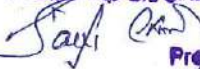
It is noted that if any extra work is done as per the desire of the PURCHASER, for such extra work, the PURCHASER shall pay the necessary cost to the DEVELOPER.

\* The specified brands are mentioned to give an indication of the quality we will provide. In case of unavailability of materials/brands or any other circumstances, the Promoter is not legally liable to provide the same brand, and may instead provide material from a brand of similar quality level.

**THE SCHEDULE 'E' ABOVE REFERRED TO**  
**(Common Parts and Portions)**

1. All stair-cases on all the floors of the said building.
2. Stair-case of the building leading towards the vacant roof.
3. Common passages including main entrances on the ground floor leading to the top floor vacant roof of the building.

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4. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-owners.
5. Lift of the building and Roof of the building is for the purpose of common services.
6. Water pump, overhead water tank and all water supply line and plumbing lines.
7. Electric meter space and vacant roof for the purpose of services.
8. Electricity service and electricity main line wirings and common and electric meter space and lighting.
9. Drainages and sewerages lines of the building.
10. Boundary walls and main gate and parapet wall on the roof.
11. Such other common parts, equipments, installations, fixtures, and fittings and open spaces in or about the said building.
12. Vacant space of the ground floor and Caretakers room and toilet.
13. Right of egress and ingress of car from the Car Parking Space to the outside road through common vacant space situated in front of the Car Parking Space.

#### SCHEDULE F - COMMON EXPENSES

1. All cost of maintenance, operating, replacing, white-washing, painting, Lift repairing and lighting the common parts, roof and also the other parts of the said building.
2. All charges and deposit for supplies of common utilities, salary of the security guard, sweeper and other incidental cost.
3. The Kolkata Municipal Corporation taxes and other outgoings save those as are separately assessed on the respective unit.
4. Costs and charges of establishment for maintenance of the said building.
5. All litigation expenses for protecting the title of the said land and building.

#### SCHEDULE - 'G' ABOVE REFERRED TO (RESTRICTIONS TO BE OBSERVED BY THE PURCHASER DURING HIS STAY IN THE BUILDING)

1. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than for residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owner and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement or entertainment Center, eating or catering place, Dispensary or a meeting place or for any industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca construction thereon or part thereof and shall Keep it always open as before dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
2. The Purchaser shall not store in the said Flat any goods of hazardous or combustible nature that are too heavy to effect the construction of the said structure of the said building or to the insurance of the building.

**MASTER MIND MEGALIVING**

*Sajit Kumar*  
Proprietor

3. The Purchaser shall not decorate the exterior of the said building otherwise than in a manner agreed by the Developer or in a manner as near as may be in which the same was previously decorated.
4. The Purchaser shall not put any neon sign or other boards on the outside of the said Flat. It is hereby expressly made clear that in no event the Purchaser shall be entitled to open any new window or any other apparatus producing outside the exterior of the said portion of the said building.
5. The Purchaser shall permit the Developer and its surveyor or agents with or without workman and others at all reasonable times to enter upon the said Flat or any part thereof to view and examine the state conditions thereof good within seven days from the giving of such notice all defects decays and want of repairs of which a notice in writing shall be given by the Owner to the Purchaser.
6. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the Building.
7. Not to allow or permit to be allowed to store any goods articles or things in the staircase or any portion thereof in the land or any part thereof
8. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
9. Not to alter or permit any alternation in the elevation and outside colour scheme of the exposed walls of the lounge or any external walls or the fences of external doors and windows, including grills of the said Flat which in the opinion of the Owner differs from the colour scheme of the building or deviation or which in the opinion of the Developer affect the elevation in respect of the exterior walls of the said buildings.
10. Not to make in the said unit any structural additional and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Developer and with the sanction of the Municipality and/or concerned authority.
11. Not to use the allocated car parking space, or permit the same to be used for any other purposes whatsoever other than parking of its own car/cars.
12. Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it, and shall use the pathways as would be decided by the Owner.
13. Not to commit or permit to be committed any waste or to remove or after the exterior to the said building in any manner whatsoever or the pipes conduits cables and other fixtures and fittings serving the said building and the said Flat No clothes or other articles shall be hung or exposed outside the said Flat nor flower box flower pot or like other object shall be placed outside the said Flat nor Taken out of the window of the Flat nor any bird dog or other animal which may cause annoyance to any other occupier of other Flats comprised in the said building shall be kept in the Flat.
14. Not to install any generator without permission in writing of the Owner.
15. Not to do or cause to be done any act deed matter or which may be a nuisance or annoyance To the other Flat Owner and occupiers in the said building including not to permit and/or gathering and/or assembly of any persons under the Purchaser in the common areas nor to make any noises in the said building and the Premises including the said Flat that may cause inconvenience to the occupiers of the building.

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 Proprietor

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

at Kolkata in the presence of:

1.

2.

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SIGNATURE OF DEVELOPER/PROMOTER

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SIGNATURE OF OWNER

---

SIGNATURE OF ALLOTTEE/PURCHASERS

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*Sales (handwritten)*  
**Proprietor**

RECEIVED of and from the within named Allottee  
within mentioned sum of Rs.

\_\_\_\_\_

\_\_\_\_\_-/-

(Rupees \_\_\_\_\_ Only) being the  
consideration amount in PART as per memo below:-

**MEMO OF CONSIDERATION**

|                              |  |             |
|------------------------------|--|-------------|
| 1.                           | By Cheque No. _____ dated _____<br>drawn on _____. | Rs. _____/- |
| 2.                           | By Cheque No. _____ dated _____<br>drawn on _____. | Rs. _____/- |
| 3.                           | By Cheque No. _____ dated _____<br>drawn on _____. | Rs. _____/- |
| <b>TOTAL AMOUNT RECEIVED</b> |  | Rs. _____/- |

Witness:

1.

2.

\_\_\_\_\_  
SIGNATURE OF DEVELOPER/PROMOTER

**MASTER MIND MEGALIVING**

  
Proprietor