

THIS AGREEMENT made this the day of Two
Thousand and Nineteen (2019)

BETWEEN

NAME OF THE PARTIES:

A) **M/S. PRABHUDARSHAN DEVELOPERS PRIVATE LIMITED.** a limited company incorporated under the Companies Act, 2013 having its registered office at 13/2B, N. N. Ghosh Lane P.S. Regent Park, Kolkata – 700020, represented by its Director **SHRI. HARADHAN GHOSH**, son of Late Lakshman Chandra Ghosh, residing at 14, Baburam Ghosh Road, P.S. Regent Park, Kolkata-700040, hereinafter referred to the as **VENDOR CUM DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest and assigns)of the **FIRST PART(PAN No. AAFCP1640P)**;

B), son ofby Faith- Hindu, by Occupation-Service (**PAN No.**), residing at, P.S., Kolkata-, hereinafter referred to as **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his successors in interest and assigns)of the **OTHER PART**;

C) **UNIT/FLAT** being No.“**1D-2**, in Block-1, in the second floor, likely to have a carpet area 788.463 Sq.Ft. (excluding balcony area), Built Up area 1000 Sq.ft. (including balcony area) & super built up area of 1333 sq.ft. more or less and one car parking in the ground floor of Block-1 in the **BUILDING COMPLEX PREMISES NAMED “PRABHU ORCHARD”**.

D) **TOTAL CONSIDERATION PRICE PAYABLE Rs./- Rupees only**) as will appear from the **FIFTH SCHEDULE** hereunder written.

E) **TOTAL UTILITY CHARGES AND OTHER CHARGES PAYABLE Rs./-Rupees only**) as will appear from the **FIFTH SCHEDULE** hereunder written.

WHEREAS:

E) M/s. Pharma India Private Limited was the absolute Owner of landed properties by way of purchase and Deed of Exchange, all that land measuring more or less 189 decimals comprised in R.S. Dag No. 1753 (49 decimals shali land) under R.S. Khatian No. 46, in R.S. Dag No. 1754 (65 decimals shali land) under R.S. Khatian No. 46 & 101, in R.S. Dag No. 1822 (69 decimals shali land) under R.S. Khatian No. 631, 1008, 1048.1/2, 1619, 1858, 2274, 2630, 1844 and 2961 and in R.S. Dag No. 1824 (6 decimals bastu land) under R.S. Khatian No. 57, J.L. No. 15, R.S. No. 92, Touzi No. 351, Mouza – Rasapunja, Pargana, Police Station – Bishnupur, District – 24 Parganas (S) under Rasapunja Gram Panchyot.

F) After promulgation of the L.R. Settlement the aforesaid 189 Decimals of land comprised in J.L. No.15, Touzi No.351, Mouza – Rasapunja, Pargana – Balia, Police Station – Bishnupur, District – 24 Parganas (S), was recorded in the name of the said Land Owner/Vendor therein in the Record of Rights finally published under L.R.Khatian No.1743/1 and the R.S. Dag Nos. have been recorded as L.R. Dag Nos. in the manner shown below:

R.S Khatian No.	L.R. Khatian No.	R.S. Dag No.	Corresponding L.R. Dag No.	Quantum of Land	Characte r of the Land
46	1743/1	1753	1145	49.26 Decimals	Shali
46 and 101	1743/1	1754	1146	65 Decimals	Shali
631, 1008, 1048.1/2, 1619, 1858, 2274, 2630, 1844 and 2961	1743/1	1822	1226	69 Decimals	Shali
57	1743/1	1824	1228	6 Decimals	Bastu
			TOTAL	189 Decimals	

And thereafter the M/s. Pharma India Private Limited has been paying Panchayat taxes & Government Rent to the concern authority.

G) M/s. Pharma India Private Limited duly applied for the conversion of the entire land from sali to residential (commercial purpose) being R.R. No. 217/2011, dated. 20/09/2011.

H) M/s. Pharma India Private Limited prepared a Building Plan and submitted before the South 24-Paraganas Zilla Parishad and the Zilla Parishad approved the said plan subject to payment of their demand made vide their Memo No. 26/ZP/Engg/SE/B.P/08 dated. 04/01/2008.

I) M/s. Pharma India Private Limited, the Vendor therein, due to unavoidable circumstances to develop the said land by erecting and/or constructing building or buildings through a renowned Developer and agreed to enter into a Joint Venture Development Agreement with the M/s. Prabhudarshan Developers Private Limited which was registered in the office of the A.D.S.R. at Bishnupur and recorded in Book No. I, CD Volume No. 21, Pages: 544 to 580, being No. 05540 for the year 2011 and M/s. Pharma India Private Limited also appointed M/s. Prabhudarshan Developers Private Limited as a Constituted Attorney which was also registered in the office of the A.D.S.R. Bishnupur and recorded in Book No. IV, CD Volume No. 1, Pages: 2813 to 2824, being No. 00239 for the year 2011.

H) And thereafter M/s. Prabhudarshan Developers Private Limited, Vendor Cum Developer herein, developed the said land and got the said plan approved from the south 24 Parganas Zilla Parishad being Sanction Plan No. 11/141/KMDA Dated 27.3.2012 and it was also approved and delivered by the Rasapunja Gram Panchayat, Thakurpukur, TM Block, South 24 Parganas on 25.4.2012 on the payment of the requisite fees.

I) M/s. Pharma India Private Limited, the Vendor therein, being urgent need of money, being changed its former decision and agreed to sell the said Property to the Purchaser therein and the purchaser has agreed to Purchase the said Property from the M/s. Pharma India Private Limited morefully and particularly described above and in the Schedule hereunder written.

J) M/s. Prabhudarshan Developers Private Limited, the Purchaser therein having came to learn about the said decision of the M/s. Pharma

India Private Limited and being satisfied about the marketability of the **TITLE** of the said Property measuring more or less 186 decimals out of 189 decimals comprised in R.S. Dag No. 1754 (49 decimals shali land) under R.S. Khatian No. 46, in R.S. Dag No. 1754 (62 decimals shali land out of 65 decimals) under R.S. Khatian No. 46 & 101, in R.S. Dag No. 1822 (69 decimals shali land) under R.S. Khatian No. 631, 1008, 1048.1/2, 1619, 1858, 2274, 2630, 1844 and 2961 and in R.S. Dag No. 1824 (6 decimals bastu land) under R.S. Khatian No. 57, J.L. No. 15, R.S. No. 92, Touzi No. 351, Mouza – Rasapunja, Pargana, Police Station – Bishnupur, District – 24 Parganas (S) under Rasapunja Gram Panchyet, thereby got the same Sold Conveyed and Transferred by a deed of Conveyance, dated 24/08/2012 which was registered in the office of the A.D.S.R. Bishnupur, South 24-Paraganas and recorded in Book No. I, CD Volume No. 15, Pages, 3677 to 3712, being No. 05455 for the year 2012, consideration mentioned therein, fully described in the schedule below and shown with red border lines in the annexed plan therewith.

K) Thereafter M/s. Prabhudarshan Developers Private Limited has converted the aforesaid total land measuring 189 decimals as a Bastu Commercial from D.L & L.R.O South 24-Paraganas, being Memo No. 57(C) 1023, dated. 26/02/14 in the name of M/s. Pharma India Private Limited.

L) On request of M/s. Prabhudarshan Developer (P) Ltd. Vendor herein, M/s. Pharma India Private Limited was the owner of reaming landed property measuring more or less 3 decimals comprised in Portion of R.S. Dag No. 1754 under R.S. Khatian No. 46, J.L. No. 15, R.S. No. 92, Touzi No. 351, Mouza – Rasapunja, Pargana, Police Station – Bishnupur, District – 24 Parganas (S) under Rasapunja Gram Panchyet, Sold Conveyed and Transferred by a deed of Conveyance, dated 25.06.14 which was registered in the office of the A.D.S.R. Bishnupur, South 24-Paraganas and recorded in Book No. I, CD Volume No. 12, Pages, 2315 to 2331, being No. 03297 for the year 2014, for consideration mentioned therein,

M) M/s. Prabhudarshan Developers Private Limited thus the absolute owner of landed property measuring more or less 189 decimals comprised in R.S. Dag No. 1754 (49 decimals shali land) under R.S. Khatian No. 46, in R.S. Dag No. 1754 (65 decimals shali land) under R.S. Khatian No. 46 & 101, in R.S. Dag No. 1822 (69 decimals shali land) under R.S. Khatian No. 631, 1008, 1048.1/2, 1619, 1858, 2274, 2630, 1844 and 2961 and in R.S. Dag No. 1824 (6 decimals bastu land) under R.S. Khatian No. 57 and duly mutated its name in the records of B.L. & L.R.O. and created a new L.R. Khatian No. 4247 and corresponding L.R. Dag No. 1145 (49 decimals, in L.R Dag No. 1146(65 decimals, in L.R. Dag No. 1228 (6 decimals) and in L.R. Dag no. 1226(69 decimals), J.L. No. 15, R.S. No. 92, Touzi No. 351, Mouza – Rasapunja, Pargana, Police Station – Bishnupur, District – 24 Parganas (S) under Rasapunja Gram Panchayet, hereinafter referred to as the '**said property**' and has been paying Panchayat taxes & Government Rents to the concerned authority.

N) The Vendor cum Developer caused a map or plan sanctioned by the authorities concerned being B.S.No. Plan No. 11/141/KMDA Dated 27.3.2012 by the Rasapunja Gram Panchayat, Thakurpukur, TM Block, South 24 Parganas on 25.4.2012 (hereinafter referred to as the said PLAN) whereby and where under the Vendor cum Developer became entitled to construct erect and complete several new buildings on the entirety of the said premises (hereinafter referred to as the said HOUSING COMPLEX named "PRABHU ORCHARD")

O) The said Housing Complex is likely to have several buildings which are intend to be used for residential purpose and in addition to the above the said complex is also likely to have facilities of a Recreational Centre and also a commercial building.

P) The Purchaser is desirous of acquiring on ownership basis **ALL THAT** the UNIT/FLAT being No."**1D-2**", in Block-1, in the second floor, likely to have a carpet area 788.463 Sq.Ft. (excluding balcony area), Built Up area 1000 Sq.ft. (including balcony area) & super built up area of 1333 sq.ft. more or less and one covered car Parking space in the ground floor of the Block-1 having an area of 100 Sq.ft. in the **BUILDING COMPLEX PREMISES NAMED "PRABHU ORCHARD"** TOGETHER

WITH the proportionate share in the land comprised in the said premises attributable thereto (more fully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said FLAT/UNIT) for the consideration and on the terms and condition hereinafter appearing.

Q) At or before execution of this Agreement the Purchaser has fully satisfied themselves/himself/herself/itself as to:

- i) The Title of the Vendor Cum Developer in respect of the said Premises.
- ii) Has inspected the plan sanctioned by Rasapunja Gram Panchayat/Zilla Parishad
- iii) The total super built up area to comprised in the said FLAT/UNIT.
- iv) The workmanship of the said building and/or FLAT/UNIT is in accordance with the plan prepared by the Architect and sanctioned and the Purchaser has agreed not to raise any objections whatsoever nature or howsoever.

R) The parties are desirous of recording the same in writing.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

ARTICLE-I : DEFINITIONS

In these presents unless there is something in the subject or context inconsistent with the following expression shall have meaning assigned against them.

1.1 **ARCHITECT** shall mean SGA Consultancy Services of “Gunjan Apartment” 1st floor, P-17, Mitra Colony, Jams Long Sarani, Kolkata-700034, or any other firm of Architects appointed by the Vendor Cum Developer.

- 1.2 **NEW BUILDING/NEW BUILDINGS** shall mean the various new building to be constructed at the said premises in accordance with the plan with such variations as may be permitted by Rasapunja Gram Panchayat /Zilla Parishad.
- 1.3 **PURCHASER** shall mean:
- a) **(IN THE CASE OF AN INDIVIDUAL)**
- The said **PURCHASER** Shall include his heirs, legal representative, executors, administrator and permitted assigns.
- 1.4 **CAR PARKING SPACES** will be in the ground floor and/or in the covered/open area which shall be determined by the Vendor Cum Developer at its absolute discretion upon completion of the said project.
- 1.5 **COMMON PURPOSE** shall mean and include the purpose of maintaining the said premises and the said building and in particular the common parts and meeting of the common expenses and matters relating to mutual rights and obligations of the owners of various FLAT/UNIT and common use and enjoyment thereof.
- 1.6 **COMMON EXPENSES /THE MAINTENANCE EXPENSES** shall mean the proportionate share of common expenses to be paid borne and contributed by the intending Purchaser for rendition of common services (more fully and particularly mentioned and described in the **EIGHTH SCHEDULE** hereunder written)
- 1.7 **COMMON PARTS AND PORTIONS** shall mean and include lobbies, staircases, passageways, lifts, lift-shafts, sub-station, pump room, machine room, water tank, generator room and other facilities whatsoever required for maintenance and/or management of the building to be determined by the Vendor Cum Developer in its absolute discretion at the time of making over of the possession of the said FLAT/UNIT (more fully and provisionally described in the **THIRD SCHEDULE** hereunder written)
- 1.8 **PREMISES** shall mean **ALL THAT** the various pieces and parcels of land situated in Mouza Rasapunja (more fully and provisionally described in the **FIRST SCHEDULE** hereunder written).

- 1.9 **PLAN** shall mean the building Plan Sanctioned by Rasapunja Gram Panchayat/ Zilla Parishad being and shall include such modifications or variations as may be made by the Vendor from time to time with prior sanction from the authorities concerned.
- 1.10 **HOUSE RULES / USER** shall mean the rules and regulations regarding the user/holding of the said **FLAT/UNIT** (more fully and provisionally described in the **FOURTH SCHEDULE** hereunder written)
- 1.11 **VENDOR CUM DEVELOPER** shall mean the said **M/S. PRABHUDARSHAN DEVELOPERS PRIVATE LIMITED** and its successor and/or successors in office/interest and assigns.
- 1.12 **SERVICE INSTALLATIONS** shall means sewers, drains, channels, pipes, water courses, gutters, main wires, cables, conduits, aerials and soak ways and any other apparatus for the supply of water, electricity, or telephone or television signals or for the disposal of foul or surface water.
- 1.13 **SINKING/RESERVE FUND** upon taking over possession of the said **FLAT/UNIT** each of the Purchaser/Purchaser shall be liable to pay and contribute such amount towards sinking Fund/Reserve Fund which is intended for the benefit of the entire **HOUSING COMPLEX** and such amount shall be transferred by the Vendor Cum Developer to the **ASSOCIATION** and/or **Syndicate** and/or **Society** of the FLAT/UNIT owners and shall be ultimately applied towards capital expenses to be incurred for maintenance, repairs and/or replacements.
- 1.14 **SPECIFICATIONS** shall mean the materials/specifications which will be used for construction erection and completion of the said FLAT/UNIT (details whereof will appear from the **SEVENTH SCHEDULE** hereunder written) and such specifications may be changed and/or alter as recommended by the Architect from time to time.

1.15 **FLAT/UNIT** shall mean **ALL THAT** the **UNIT/FLAT** being No.“**1D-2**”, in Block-1, in the second floor, likely to have a super built up area of 1333 sq.ft. more or less and one car parking in the ground floor of the Block-1 in the **BUILDING COMPLEX PREMISES NAMED “PRABHU ORCHARD”** TOGETHER WITH the proportionate share in the land comprised in the said premises attributable to the Units/Flats (more fully and particularly described in the **SECOND SCHEDULE** hereunder written) and together with the undivided proportionate share in the common parts and portions (more fully and particularly described in the **THIRD SCHEDULE** hereunder written) (hereinafter collectively referred to as **THE SAID FLAT/UNIT AND CAR PARKING SPACE**).

1.16 Singular number shall include plural numbers as well.

1.17 Masculine gender shall include feminine and neutral genders as well.

ARTICLE II- INTERPRETATIONS

In this Agreement(save to the extent that the context otherwise so requires)

2.1 Any reference to any act of Parliament whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instrument, order, plans, regulations, byelaws permissions or directions any time issued under it.

2.2 Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or renovated.

2.3 An obligation of the Purchaser in this Agreement to do something shall include an obligation to ensure that the same shall be done and

obligation on their part not to do something shall include an obligation not to permit, suffer or allow the same to be done.

2.4 Words denoting one gender shall include other genders as well.

2.5 Words denoting singular number shall include the plural and vice versa.

2.6 A reference to a statutory provisions includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instrument or orders made pursuant thereto.

2.7 Any reference to this Agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force.

2.8 The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this Agreement.

2.9 The SCHEDULE shall have effect and be constructed as an integral part of this Agreement.

ARTICLE III- SALE AND TRANSFER

3.1 In consideration of the various amount to be paid by the Purchaser, the Vendor Cum Developer has agreed to sell and transfer **ALL THAT** the **UNIT/FLAT** being No.“**1D-2**”, in Block-1, in the second floor, likely to have a carpet area 788.463 Sq.Ft. (excluding balcony area), Built Up area 1000 Sq.ft. (including balcony area) & super built up area of 1333 sq.ft. more or less and one covered car Parking space in the ground floor of the Block-1 having an area of 100 Sq.ft. in the **BUILDING COMPLEX PREMISES NAMED “PRABHU ORCHARD”** TOGETHER WITH the proportionate share in the land comprised in the said premises

attributable thereto (more fully and particularly described in the **SECOND SCHEDULE** hereunder written and together with the undivided proportionate share in the common parts and portions (more fully and particularly described in the **THIRD SCHEDULE** hereunder written) (hereinafter collectively referred to as **THE SAID FLAT/UNIT AND CAR PARKING SPACE**).

ARTICLE-IV – CONSIDERATION/PAYMENT

4.1) In consideration of the aforesaid the Purchaser has agreed to make payments of a sum of Rs./- (Rupees) only herein called the **CONSIDERATION AMOUNT** (which amount includes the cost of construction of the said FLAT/UNIT and CAR PARKING SPACE and total ancillary and other Charges payable Rs./- (Rupees only) as will appear from the **FIFTH SCHEDULE** hereunder written, not include the Proportionate costs towards electrification, proportionate costs towards generators, proportionate costs toward right to use club, subject to rule and Regulation as may be made applicable for the members, proportionate cost towards common parts and facilities) such consideration amount to be paid in the manner provided for in the **FIFTH SCHEDULE** hereunder written. All payments must be made in favour of **M/S. PRABHUDARSHAN DEVELOPERS PRIVATE LIMITED**, by Account payee Cheques or Bank Draft or Pay Order or Cash.

4.1A) Over and above the consideration money the Purchaser shall pay GSTN/service tax to the Developer who shall be paid in the office of GSTN/Service tax authority/Banks. Any other taxes if imposed by the State/Central Govt. shall be paid by the Purchaser before taking possession of the said Units/Flats.

4.2 In addition to the aforesaid consideration the Purchaser has agreed to pay to the Vendor Cum Developer various amounts (more fully and particularly mention and described in the **SIXTH SCHEDULE** hereunder written) and payment of such shall be made at or before

taking over possession of the said FLAT/UNIT and in addition the Purchaser agree to make payments of the charges in respect of:

A) Charges for providing any additional work in or relating to the said FLAT/UNIT at the request of the Purchaser and for providing any additional facilities or utilities for the said FLAT/UNIT to be paid to the Vendor Cum Developer prior to start of such additional works.

B) All betterment fees takes and other levies charges imposed by the government or any other authority relating to the said Premises and/or FLAT/UNIT shall be paid and borne by the Purchaser proportionate to their interest therein and those relating only to the said FLAT/UNIT shall be borne solely and conclusively by the Purchaser.

4.3 Time for payment being the essence of the contract, in the event of any default on the part of the Purchaser in making payment of any of the amounts agreed to be paid in terms of this Agreement the Vendor Cum Developer Shall be entitled to claim interest at the rate of 18% per annum on the amount remaining outstanding.

4.4 In the event of any default on the part of the Purchaser in making payment any of the amounts in terms of the Agreement and if such continue for a period of thirty days from the same becoming due the Vendor Cum Developer shall be entitle to and are hereby authorized to determine and/or rescind this Agreement and forfeit a sum equivalent to 5% (five percent) of total consideration amount (plus due interest) as and by way of predetermined liquidated damages and refund the balance and the Purchaser shall cease to have any right or claim under this Agreement and/or in respect of the said FLAT/UNIT AND CAR PARKING SPACE and the Vendor Cum Developer shall be entitled to enter into agreements for sale and transfer with any other person or persons without any claim on the part of the Purchaser and the Purchaser hereby consents to the same.

4.5 The Purchaser agrees and covenants not to claim any right or possession over and in respect of the said FLAT/UNIT AND CAR PARKING SPACE till such time the Purchaser has made and/or

deposited all the amounts herein agreed to be paid or deposited by the Purchaser.

4.6 It is hereby agreed and declared that the Purchaser has agreed and committed himself to make payment of the amount payable as and when due timely requests made by the Vendor Cum Developer in terms of these presents by the way of fax, email, etc. It shall be obligatory or necessary on the part of the Purchaser also to pay up the due amounts payable as and when due irrespective of any notice or demand has been served by the Vendor Cum Developer to the Purchaser.

4.7 In the event of the Vendor Cum Developer providing any additional materials facilities or gadgets over and above what has been agreed upon for the benefits of the residents of the building and/or building and/or HOUSING COMPLEX the Purchaser shall be liable to make the payment of the proportionate share in respect thereof and the same shall form part of the common portions. However, whether such additional facilities or amenities are to be provided for will be entirely at the sole discretion of the Vendor Cum Developer and the Purchaser hereby consents to the same.

ARTICLE V –CONSTRUCTION AND COMPLETION

5.1 The Vendor Cum Developer shall construct erect and complete the said building/buildings and/or the said FLAT/UNIT AND CAR PARKING SPACE with such materials and/or specification (more fully and particularly mention and described in the **SEVENTH SCHEDULE** hereunder written) or as shall be recommended by the Architect and the Purchaser has agreed not to raise any objections whatsoever or howsoever:

5.2 The said FLAT/UNIT AND CAR PARKING SPACE shall be constructed in accordance with the said Plan duly sanctioned by Rasapunja Gram Panchayat/Zilla Parishad with such various modifications or alternations as may be deemed fit and proper by the Vendor Cum Developer Or the Architect or as may be required by the authorities concerned and the Purchaser consent to the same and hereby

further agrees not to raise any objection the Vendor Cum Developer and/or the Architect making such alterations or additions.

5.3 The Purchaser shall not do any act, deed or thing whereby the construction or development of the said premises and/or HOUSING COMPLEX is in any way hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained.

5.4 During the period of construction the said FLAT/UNIT AND CAR PARKING SPACE shall be at the sole risk of the Vendor Cum Developer.

5.5 Unless prevented by circumstances beyond the control of the Vendor Cum Developer the Vendor Cum Developer shall cause the said FLAT/UNIT AND CAR PARKING SPACE to be constructed erected and completed on or before December-2026 (hereinafter referred to as the COMPLETION DATE).

5.6 The said FLAT/UNIT AND CAR PARKING SPACE shall be deemed to be completed if made fit for habitation and certified so by the Architect of the Building.

ARTICLE -VI : -POSSESSION

6.1 Immediately after the said FLAT/UNIT AND CAR PARKING SPACE are ready and made fit for habitation (and in this regard the decision of the Architect shall be final and binding) the Vendor Cum Developer shall serve a notice on the Purchaser and within 7 days from the date of such notice (hereinafter referred to as the POSSESSION DATE) the Purchaser shall be deemed to have taken over possession of the said FLAT/UNIT AND CAR PARKING SPACE and shall be liable for making payment of the common expenses and the maintenance charges PROVIDED HOWEVER in no event the Purchaser shall be entitled to claim physical possession of the said FLAT/UNIT AND CAR PARKING SPACE until such time the Purchaser has made full payment of all the amounts payable by the Purchaser to the Vendor Cum Developer and the Vendor Cum Developer shall not be liable to deliver possession of the said FLAT/UNIT AND CAR PARKING SPACE until such time the Purchaser have made full payment of the amounts to be paid by the Purchaser in terms of this Agreement.

6.2 It is made clear that if at the time of handing over possession of the said FLAT/UNIT the carpet area comprised in the said FLAT/UNIT is found to be less or more according to the certificate of Architect, then the consideration amount, towards the FLAT/UNIT shall be reduced or increased proportionately and the Purchaser shall pay for increased area and the Vendor Cum Developer shall adjust in case of lesser area against the other amounts/deposits payable by the Purchaser.

6.3 Before taking over the possession of the said FLAT/UNIT AND CAR PARKING SPACE the Purchaser has agreed:

A) To pay to the Vendor Cum Developer such amount due and payable on account of the consideration as mention in FIFTH SCHEDULE hereto and the proportionate costs of all payments made for extra common facilities to be provided to all occupiers of the Building.

B) To pay the amount to the Vendor Cum Developer for the purpose as mention in the SIXTH SCHEDULE hereunder written.

6.4 From the date of possession the Purchaser shall be liable to pay and contribute the proportionate share of municipal rates, multistoried taxes and other taxes, maintenance and service charges and all other outgoings payable presently or which may be imposed or levied in future in respect of the said FLAT/UNIT AND CAR PARKING SPACE and proportionately for the whole building and premises regularly and punctually whether actual physical possession of the said FLAT/UNIT AND CAR PARKING SPACE are taken or not by the Purchaser.

6.5 Before the completion date and without making the payment of all the amount agreed to be paid by the Purchaser, the Purchaser shall not be entitled to claim possession of the said FLAT/UNIT AND CAR PARKING SPACE but if the said FLAT/UNIT AND CAR PARKING SPACE are complete before the completion date if the Purchaser fail to take over the possession of the said FLAT/UNIT AND CAR PARKING SPACE within seven days from the dated of notice of that effect being given, the Purchaser shall be liable to make payment of the amount agreed to be

paid by the Purchaser and the Purchaser shall also be liable to pay the proportionate share or municipal rates, taxes and maintenance charges.

ARTICLE—VII :- FACILITIES

7) For the benefit of all the occupants/residents in the said HOUSING COMPLEX Named **“PRABHU ORCHARD”** and subject to what is hereunder stated the Vendor Cum Developer has agreed to provide the following facilities:-

a) CLUB/Recreation Centre

7.1 For the benefit of the Resident and/or occupants of the said HOUSING COMPLEX the Vendor Cum Developer shall provide a Club/Recreational Centre containing children’s Splash swimming pool, gymnasium, etc. as shall be recommended by the Architect. The said facilities of club/Recreational Centre will also includes relaxation parks/gardens. Open to sky amphitheatre etc. distributed and scattered in the said HOUSING COMPLEX. The area and size of such facilities may be modified and/or changed from time to time as may be recommended by the Architect.

7.2 The use of said club/recreational centre will be made available to all occupants and/or residents of the said HOUSING COMPLEX subject to their regularly and punctually making payment of such charges for user of the said facilities.

7.3 The management of such club/recreational Centre shall be transferred to the Association and/or Syndicate and/or Society which may be formed by the FLAT owners of the said HOUSING COMPLEX who shall form a committee IT BEING EXPRESSY AGREED that it will be entire for the Vendor Cum Developer to nominate as to who would be the first office bearers of the said committee of the said club/recreation centre.

7.4 The said Club/Recreational Centre will be run and operated by the said Committee which may be formed by the Association and/or

Syndicate and/or Society and the charges and/or rules and regulation shall be such be framed and/or decided by the said committee.

7.5 The right of user of the said Recreational centre will be available to the Purchaser and the members of their family subject to Purchaser making payment of the proportionate share of cost charges and expenses for operating and running the said recreation Centre.

ARTICLE—VIII :- HOLDING ORGANISATION

8.1 Immediately after the completion of the said building and/or HOUSING COMPLEX and the possession are made over to the FLAT/UNIT owners in the said building and Vendor Cum Developer shall form or cause to form and Association and/or Syndicate and/or Society of the FLAT/UNIT owner in the said building (hereinafter called the HOLDING ORGANISATION) with such rules and regulations as shall be determined by the Advocates and Solicitors of the Vendor Cum Developer.

8.2 The Purchaser shall become a member of the HOLDING ORGANISATION and hereby agree to abide by the rules and regulations which shall be framed by the said HOLDING ORGANISATION for the benefits of all the members of the said HOLDING ORGANISATION.

8.3 The Purchaser shall be liable and agree to abide by such further house rules as may be made applicable by the said HOLDING ORGANISATION.

8.4 As and when the said HOLDING ORGANISATION is formed the Purchaser shall become a member of such HOLDING ORGANISATION and without becoming a member of such HOLDING ORGANISATION shall not be entitled to avail of the various facilities and/or utilities at the said premises.

ARTICLE—IX :- DEFAULT

9 In the event of the Purchaser:

A) Falling to make payment of the amounts agreed to be paid in terms of this Agreement OR

B) Committing breach of any of the terms and condition herein contained and on the part of the Purchaser to be paid performed and observed then on the happening of any of the aforesaid events the Vendor Cum Developer shall be entitled to terminate and/or determine this agreement and forfeit a sum equivalent to 5% (five percent) of total consideration amount (plus due interest) as and by way of predetermined liquidated damages and refund the balance amount, if any, to the Purchaser.

9.1 Upon such termination and/or determination the Purchaser shall cease to have any rights under this Agreement or in respect of the said FLAT/UNIT AND CAR PARKING SPACE and the Vendor Cum Developer shall be entitle to enter into any Agreement with any other intending Purchaser or Purchaser but this will not entitle nor shall the Purchaser be entitle to claim any charge and/or lien over and in respect of the said FLAT/UNIT AND CAR PARKING SPACE.

ARTICLE-X :-DOCUMENTATION AND PROFESSIONAL CHARGES

10.1 Advocate Achyutananda Ghosh, of Alipore Judges Court, Kolkata-700027, has prepared this Agreement and shall draw all papers documents and drafts required for and/or in connection with the various common purposes relating to the said building and formation of the HOLDING ORGANISATION as envisaged herein and such documents containing covenants to be observed on the part of the parties hereto as in the sole discretion of the said advocate be determined to be reasonable and the costs and expenses of the same shall be borne and paid by the Purchaser proportionately with the other FLATs/UNITs owner and such costs and expenses shall be paid by the Purchaser taking physical possession of the said FLAT/UNIT AND CAR PARKING SPACE the Purchaser despite their obligation to pay the remuneration and fees of the said Advocate shall be at liberty to consult lawyer/advocate for any independent advice PROVIDED HOWEVER such consultation for independent advice will not absolve the Purchaser of their liability to pay the remuneration as herein provided towards the documentation and legal fees/charges. The charges shall be:

Rs./-(Rupees only) for the preparation of this Agreement and documentation Charges.

10.2 The above fees shall be paid by the Purchaser in the form of Account Payee Cheque/ Pay Order drawn in Favour of “ Prabhudarshan Developers (P) Ltd.”.

10.3 In addition to the above the Purchaser shall bear the stamp duty, registration charges and incidental expenses and Advocate fees(1% of Market value) for and/or in relation to conveyance of the said FLAT/UNIT AND CAR PARKING SPACE and for obtaining approval and consents necessary for such transfer and also any other assurance deeds required to be made for or in relation thereto shall be borne and paid by the Purchaser.

10.4 In case Vendor Cum Developer fails and/or neglect to execute and register necessary Deed of Conveyance in favour of the Purchaser or its nominee/s then the Purchaser will be entitle to specific performance and other reliefs subject to payment of entire consideration money.

ARTICLE- XI : FORCE MAJEURE

11 The Vendor Cum Developer shall not be regarded in breach of any of the terms and considerations herein contained and on the part of the Vendor Cum Developer to be performed and observed if it is prevented by any of the conditions herein below:

- A. Fire
- B. Natural Calamity
- C. Tempest
- D. Abnormal increase in the price of building materials
- E. Labour unrest
- F. Local Problem and/or local disturbance
- G. Any Prohibitory order from the court, Zilla Parishad, Rasapunja Gram Panchayat, Municipal Corporation and other authorities.
- H. Any other unavoidable circumstances beyond control of the Vendor Cum Developer such as any Government Polices by which the market will be slashed down.

ARTICLE – XII : MISCELLANEOUS

12 The right of possession of the Purchaser in respect of the said FLAT/UNIT AND CAR PARKING SPACE shall arise only upon the Purchaser fulfilling all the obligation as are contained in the agreement.

12.1 The Purchaser shall not be entitle to transfer, let out, mortgage, grant lease, in respect of the said FLAT/UNIT AND CAR PARKING SPACE without the consent in writing of the Vendor Cum Developer till such time the Purchaser have fulfilled all the obligation and the possession of the said FLAT/UNIT AND CAR PARKING SPACE have been obtained by the Purchaser.

12.2 The Right of Purchaser shall remain restricted to the said FLAT/UNIT AND CAR PARKING SPACE and in no event the Purchaser shall be entitle and hereby agree not to claim any right in respect of the other parts or portion of the said Building and/or HOUSING COMPLEX and the said Premises or any part or portion thereof.

12.3 It is hereby by agreed and clarified that the right of Purchaser shall remain restricted to the said FLAT/UNIT AND CAR PARKING SPACE and proportionate share in all common parts portion areas and facilities by the Purchaser shall not be entitle to claim any right over and in respect of the other portions of the said HOUSING COMPLEX and in the event of the Vendor Cum Developer deciding to make any further construction on any other parts and portions of the said premises the Purchaser agrees not to raise any objection.

12.4 HOUSING COMPLEX shall be known by the name **“PRABHU ORCHARD”** and the said name shall not be changed under any circumstances.

12.5 It shall be the obligation of the Purchaser to have this Agreement properly Stamped and Registered and the Vendor Cum Developer’s authorized representatives shall remain present to witness the execution thereof.

12.6 The Purchaser to pay the proper stamp duty on this agreement as applicable from time to time and it shall be the obligation of the Purchaser to has this agreement stamped in accordance with the provisions of the West Bengal Stamp Act. The original of this Agreement will be handed over to the Purchaser and the Vendor Cum Developer's authorized representative will remain present for the purpose of execution of this Agreement. In the event of the Purchaser requiring this agreement to be properly stamped it shall be obligatory for the Purchaser to make payment of the stamp duty and registration charges, Advocate fees and the other incidental expenses.

12.7 This Agreement is personal and the Purchaser shall not be entitle to transfer let out mortgage grant lease in respect of the said FLAT/UNIT AND CAR PARKING SPACE without the consent in writing of the Vendor Cum Developer until such time the full amount of consideration have been paid by the Purchaser to the Vendor Cum Developer and the Purchaser performing and observing all the other terms and condition herein contained and on the part of the Purchaser to be performed and observed PROVIDED HOWEVER after the full payment of the entire considerations amount the Purchaser shall be entitle to let out grant, lease, and/or mortgage and/or in any deal with the said FLAT/UNIT AND CAR PARKING SPACE for which no further consent of the Vendor Cum Developer shall be required.

12.8 For the purpose of facilitating the construction of the said FLAT/UNIT AND CAR PARKING SPACE in the aforesaid building the Vendor Cum Developer shall apply for and obtain financial assistance from banks and other financial institutions.

12.9 The Vendor Cum Developer and the Purchaser have entered into this agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Vendor Cum Developer and the Purchaser or to be construed as a joint venture or joint ventures between the Purchaser and the Vendor Cum Developer nor shall the Vendor Cum Developer and the Purchaser, constitute an association of persons. Each party shall keep the other party duly indemnified from and against the same.

12.10 Each clause is independent of the other and in the event of any clause becoming void and/or unenforceable then and in that event the other clauses shall survive.

12.11 This Agreement contains the entire Agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both the parties. The Purchaser Acknowledges upon signing this agreement, conditions, stipulation, representation, guarantees or warranties has been made by the Vendor Cum Developer other than what is specifically set forth herein.

This Agreement super cedes all other agreement, arrangements, understanding or brochure and in no event the Purchaser shall be entitle to set up any Oral Agreement.

ARTICLE – XIII : NOTICE

13. All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto.

ARTICLE – XIV : ARBITRATION

14.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any other modifications or enactment thereto for the time being in force.

14.2 The Vendor Cum Developer and the Purchaser shall not commence legal proceedings or to have any Receiver appointed in the said premises or the said building unless the same is first referred to arbitration and Arbitration has given its award.

14.3 The Arbitrators shall have summary power.

14.4 The Arbitrators shall have the right to give interim awards and directions.

ARTICLE – XV : JURISDICTION

15) Courts at Calcutta alone shall have Jurisdiction to entertain and try all actions suits and proceedings arising out of this Agreement.

Any other terms and conditions as per 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 FIRST SCHEDULE ABOVE REFERRED TO (THE SAID PREMISES)

ALL THAT Piece and Parcel of landed property measuring more or less 189 decimals comprised in R.S. Dag No. 1754 (49 decimals) under R.S. Khatian No. 46, in R.S. Dag No. 1754 (65 decimals) under R.S. Khatian No. 46 & 101, in R.S. Dag No. 1822 (69 decimals) under R.S. Khatian No. 631, 1008, 1048.1/2, 1619, 1858, 2274, 2630, 1844 and 2961 and in R.S. Dag No. 1824 (6 decimals) under R.S. Khatian No. 57 and duly mutated its name in the records of B.L. & L.R.O. and created a new L.R. Khatian No. 4247 and corresponding L.R. Dag No. 1145 (49 decimals, in L.R Dag No. 1146(65 decimals, in L.R. Dag No. 1228 (6 decimals) and in L.R. Dag no. 1226(69 decimals), J.L. No. 15, R.S. No. 92, Touzi No. 351, lying and situated at Mouza – Rasapunja, Police Station – Bishnupur, District – 24 Parganas (S) under Rasapunja Gram Panchyot, hereinafter referred to as the '**said property**' and herein after referred to as the said premises.

THE SECOND SCHEDULE ABOVE REFERRED TO (THE SAID FLAT/UNIT AND ONE COVERED CARPARKING SPACE)

ALL THAT the **UNIT/FLAT being No. "1D-2"**, in Block-1, in the second floor, likely to have a carpet area 788.463 Sq.Ft. (excluding balcony area), Built Up area 1000 Sq.ft. (including balcony area) & super built up area of 1333 sq.ft. more or less and one car parking in the ground floor of Block-1 more or less and one covered car Parking space in the ground floor of the Block-1 having an area of 100 Sq.ft. in the **BUILDING PREMISES NAMED "PRABHU ORCHARD"** now in course of construction at the premises described in the **FIRST SCHEDULE** hereinabove written containing by and also NIL open car parking space. NIL Two wheeler parking space, TOGETHER WITH the proportionate share in all common parts portions area and facilities and TOGETHER with the undivided proportionate share in the land comprised in the said premises attributable thereto.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON PARTS AND PORTIONS)**

SECTION -A

1. Area :

- i) Entrance and exit to the premises and the new building.
- ii) Durwans room, common toilet/urinal if any.
- iii) Boundry walls and main gate of the premises.
- iv) Staircase and lobbies on the floor including the ground floor.
- v) Entrance lobby, driveway except car parking space, electric/utility /generator/pump motor/office/store room(S), space(s) to be used by the service company and/or its agents if any.
- vi) Lift wall/well, landings, lift machinery rooms, staircases, etc.
- vii) Overhead tank/under ground reservoir/deep tube well.
- viii) Club/recreation centre.

2. WATER, PLUMBING AND DRAINAGE:

A. Drainage and sewage lines and other installation for the same (except only those as are installed within the exclusive area of any FLAT/UNIT and/or Exclusively for its use.)

B. Water supply systems

C. Deep tube well of adequate capacity, water pump, and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any FLAT/UNIT and/or exclusively for its use.)

3 ELECTRICAL INSTALLATION

A. Transformer, switchgear, air circuit Breaker, Electrical wiring, WBSEB/CESC meters, sub-meters and other fitting (excluding only those as are installed within the exclusive area of any FLAT/UNIT and/or exclusively for its use.

B. Lighting of the common Portions

C. Lifts with all accessories.

D. Generator, its installation and allied accessories.

4 OTHERS:

Such other common parts areas, equipments, installations, fitting, fixtures and spaces including club/recreation Centre, community Hall, Park and any other facility and/or amenity to be used in common in or about the premises and the new buildings as are necessary for passage to and/or user of the FLAT/UNIT AND CAR PARKING SPACE in common by the co-owners excepting those which have been exclusively allotted to a FLAT/UNIT owner.

SECTION -B (Those for which proportionate costs have been paid by the Purchaser)

1. All cost towards internal electrifications such as installation of intermediate transformers, wiring, cabling and other installations connecting to individual buildings and as also towards common facilities like internal street/passage lights, water pump, fire and other emergency services, waste/sewage treatment plant, club recreation centre, security etc. The load capacity set to individual FLAT/UNIT shall not exceed 300 W in case of two bed room FLAT/UNIT and shall not exceed 400 w in case of three bed roomed FLAT/UNIT. The above costs however does not include the expenses / deposits payable to WBSEB/CESC towards H.T line and its infrastructure for bringing power/service line.

2. Generators for providing power backups to all the common parts and portions as mentioned in THIRD Scheduled, including the back up to each residential FLAT/UNIT not exceeding 400W in case of Three bed roomed FLAT/UNIT and 300W in case of a two bed roomed FLAT/UNIT.
3. Fixture, Fittings equipment, gadget interior decoration, furnishing etc. in the Games/Common Room, Community hall, Club/recreation Centre.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(USER'S COVENANTS/RESTRICTONS)**

1. Rates And Taxes

The Purchaser agree to use and to hold the said FLAT/UNIT AND CAR PARKING SPACE subject to the following Covenants and conditions.

- A) To regularly and punctually make payments of the Municipal /Panchayat rates, Taxes and other outgoing payable in respect of the said FLAT/UNIT AND CAR PARKING SPACE fully and proportionately for the common portion.
- B) To regularly and punctually make payments of any fresh levies and impositions on account of rates and taxes payable for the common parts and portions of the said Building and/or HOUSING COMPLEX.
- C) To regularly and punctually make payments of the proportionate share of service/Maintenance charges to the Vendor Cum Developer and upon formation to the said HOLDING

ORGANISATION for rendition of common services and for maintenance of the common parts and portions.

D) To pay and discharge all existing and future rates and water charges, taxes, duties Assessments, imposition and recurring nature in respect of the said FLAT/UNIT wholly and Proportionately for the said HOUSING COMPLEX.

E) To pay to the suppliers and indemnify the Vendor Cum Developer against the charges for electricity, telephone, water and other services consumed in the said FLAT/UNIT AND CAR PARKING SPACE including any connection charge and meter installations costs and rents.

2. REPAIRS

A) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said FLAT/UNIT.

B) To replace from time to time the fittings and fixtures including water and electrical installation with the intent and object or keep the neighboring FLAT/UNIT and/or to any part or portion of the said building and /or HOUSING COMPLEX.

3. DECORATION

As often as reasonably necessary and in a workman like manner to:

A) Wash down, clean and treat in accordance with the recommendation or otherwise reasonable requirements the said FLAT/UNIT including all external cladding and to repaint and reseal all joints requiring the same and to re-fix or replace any cladding panels in need of re-fixing or replacement.

B) To prepare and decorate or otherwise treat, as appropriate all the exterior and internal parts of the FLAT/UNIT required to be treated properly.

4. LATE PAYMENT

If any monies payable to Vendor Cum Developer hereby reserved or any part thereof shall remain unpaid for 14(fourteen) days after becoming payable (whether formally demanded or not) then without prejudice to any of the other rights which the Vendor Cum Developer may have against the Purchaser, the Purchaser shall be liable to pay.

A) Interest at the rate of 18% per annum on such outstanding monies fall due for payment to the date of actual payment.

B) An administrative charge at the current prevailing rate to be determined by the Vendor Cum Developer which the Vendor Cum Developer may recover such interest and/or administrative charges on demand.

5. OTHER CHARGES

The Purchaser shall be liable to pay for all water, electricity and any other services supplied to the said FLAT/UNIT and/or proportionately for the Premises/HOUSING COMPLEX and in the event of such water, electricity and any other services not being supplied and metered separately to pay to the Vendor Cum Developer on demand a proportionate part of the costs thereof such costs to be calculated by the Vendor Cum Developer and notified to the Purchaser in writing and such notifications shall be conclusive as to the amount of the said cost. The Purchaser shall also reimburse to the Vendor Cum Developer on demand for all taxes or impositions levied or imposed from time to time on the services supplied to the said FLAT/UNIT and/or premises /HOUSING COMPLEX (or if not levied or imposed separately in respect of the premises/HOUSING COMPLEX then a proportionate amount of such taxes or imposition) and any increase thereon.

6. NOTIFICATION OF DAMAGE

The Purchaser shall forthwith notify the Vendor Cum Developer and/or upon formation, the HOLDING ORGANISATION, of any damage defect or malfunction which may occur in or to any part of the FLAT/UNIT and/or the HOUSING COMPLEX, water pipes,

electrical wiring, air conditioning duct or any other fittings and fixtures therein.

7. CLEANINGESS AND HYGIENE.

A) The Purchaser shall keep the said FLAT/UNIT and/or every part thereof clean and Hygienic and tidy and to keep all pipes, drains, basins, sinks and water closets clean and unblocked.

B) The Purchaser shall collect and/or to remove all the rubbish whatsoever and to dispose them off in approved refuse bins and/or HOLDING ORGANISATION as the case may be may from time to time.

C) The Purchaser shall not throw refuse, rubbish, scrap, tins bottles, boxes, containers of any kind or any article or thing through or over window or in any corridor or common part of the said building complex premises except in the proper bins receptacles or containers only.

8. INSURANCE

The Purchaser shall not permit or suffer to be done anything whereby the policy or policies of insurance on the building or the premises and/or the FLAT/UNIT AND CAR PARKING SPACE against loss damage by fire or other risks may be rendered void or voidable or whereby the rate of premium thereon may be increased to make good all damages suffered by the Vendor Cum Developer and to repay to the Vendor Cum Developer and/or HOLDING ORGANISATION on demand all sums paid by way of increased premiums and all other expenses relating to renewal of such policies rendered necessary or by a breach or non-observance of this covenant without prejudice to any other right of the Vendor Cum Developer and/or the HOLDING ORGANISATION as the case may be.

9. WAIVER OF DEFULT

A) No condoning, excusing, overlooking, indulgence or forbearance by the Vendor Cum Developer of any breach of the Purchaser's obligations herein shall operate as a waiver of the Vendor Cum

Developer's right or in any way affect the Vendor Cum Developer's rights or in any way affect the Vendor Cum Developer's right hereunder in respect of any continuing or subsequent breach by the Purchaser of his obligations herein and no waiver by the Vendor Cum Developer shall be inferred form or implied by anything done or omitted by the Vendor Cum Developer but such waiver shall be expressly stated to be so in writing and signed by the Vendor Cum Developer. Any consent given by the Vendor Cum Developer shall operate as a consent only for the particular matter to which it relates and shall in no way operate as a waiver on release of any of the provisions herein nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of the Vendor Cum Developer in future unless expressly so extended.

B) In giving its consent on any matters hereunder wherein the consent of Vendor Cum Developer is required, the Vendor Cum Developer shall be at liberty to impose such conditions as it deems fit.

10. HOUSE RULES

As from the date of possession of the said FLAT/UNIT AND CAR PARKING SPACE the Purchaser agrees and Covenants:-

A) To co-operate with the other co-Purchaser and Vendor Cum Developer and also with the HOLDING ORGANISATION in the management and maintenance of the said new building.

B) To observe the rules framed from time to time by the Vendor Cum Developer and upon the formation of the HOLDING ORGANISATION by such HOLDING ORGANISATION.

C) To use the said FLAT/UNIT for residential purposes and not for other purposes whatsoever without the consent in writing of the Vendor Cum Developer.

D) To allow the Vendor Cum Developer with or without workmen to enter into the said FLAT/UNIT for the purpose of maintenance

and repairs but generally within only with 48 hours prior notice in writing to the Purchaser.

E) To pay and bear the common expenses and other outgoings and expenses since the day of possession and also the rates and taxes for the said FLAT/UNIT AND CAR PARKING SPACE and proportionately for the HOUSING COMPLEX and/or common parts/ areas and wholly for the said FLAT/UNIT AND CAR PARKING SPACE and/or to make deposits on accounts thereof in the manner mentioned hereunder to the Vendor Cum Developer and upon the formation of the HOLDING ORGANISATION to such HOLDING ORGANISATION. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said FLAT/UNIT AND CAR PARKING SPACE has been taken or not by the Purchaser. The Purchaser shall pay the said amounts without raising any objection thereto regularly and punctually within 72 hours to the Vendor Cum Developer and upon formation of the HOLDING ORGANISATION to such HOLDING ORGANISATION.

F) To deposit the amounts reasonably required with the Vendor Cum Developer and upon the formation of the HOLDING ORGANISATION with such HOLDING ORGANISATION towards the liability for rates and taxes and other outgoings.

G) To pay charges for electricity in or relation to the said FLAT/UNIT AND CAR PARKING SPACE wholly and proportionately relating to the common parts.

H) Not to subdivide the said FLAT/UNIT and/or the parking Spaces if allotted or any portion thereof.

I) Not to do anything or prevent the Vendor Cum Developer for making further or additional legal construction within 11 A.M. To 7 P.M. within any working day notwithstanding any temporary disruption in the Purchaser's enjoyment of the said FLAT/UNIT AND CAR PARKING SPACE.

J) To maintain or remain responsible for the structural stability of the said FLAT/UNIT and not to do anything which has effect of affecting the structure stability of the building.

K) Not to do or cause anything to be done in or around the said FLAT/UNIT which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said FLAT/UNIT or adjacent to the said FLAT/UNIT or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

L) Not to damage demolish or cause to damage the said FLAT/UNIT or any part thereof or the fittings and fixtures affixed thereto.

M) Not to close or permit the closing of verandas or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour schemes of the exposed walls of the verandas lounge or any external walls or the fences of the external doors and windows including grills of the said FLAT/UNIT which in the opinion of the Vendor Cum Developer differs from the colour schemes of the building for deviation or which in the opinion of the Vendor Cum Developer may effect the elevation in respect of the exterior walls of the said building.

N) Not to install grills of any such design which have not been suggested and approved by the Architect.

O) Not to do or permit to be done any act or thing which may render void or make void able any insurance in respect of the said FLAT/UNIT or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.

P) Not to make in the said FLAT/UNIT any structural additions and/or alterations such as beams columns partition walls etc. or improvements of a permanent nature expect with the prior approval in writing of the Vendor Cum Developer and with the approval of

the Architect and sanction of the Rasapunja Gram panchayat and/or any concerned authority as and when required.

Q) Not to use the said FLAT/UNIT or permit the same to be used for any purposes what so ever other than 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 the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment centre, Eating or Catering Place, Dispensary or a meeting Place or for any commercial or industrial activities whatsoever.

R) Similarly shall not keep in the parking place anything other than private car or motor cycle and shall not raise or put any kutchra or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any article not be permitted.

S) Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of car/cars.

T) Not to park car on the pathway or open spaces or at any other place of the building/ HOUSING CMPLX at any other place except the space allocated to them and shall use the pathway as would be decided by the Vendor Cum Developer.

U) Not to change or put any clothes in or upon window balconies and other portions which may be exposed in a manner or be visible to the outsiders.

V) To abide by such building rules and regulations as may be made applicable by the Vendor Cum Developer before the formation of the HOLDING ORGANISATION and after the HOLDING ORGANISATION is incorporated to comply with and/or adhere to the building rules and regulations of such HOLDING ORGANISATION.

W) The lobbies, entrances and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from FLAT/UNIT AND CAR PARKING SPACE in the building.

X) Children shall not play in the public halls, stairways, or elevators and shall not be permitted in the service elevators of the building.

Y) No Purchaser/Occupier shall make or permit any disturbing noise in the building or do or permits anything to be done therein which will interfere with the rights comforts or convenience of other occupiers. No occupier shall play upon or suffer to be played upon musical instrument or permit to be operated phonograph or radio or television, loud speaker in such apartment if the same shall disturb or annoy other occupants of the building. No occupier shall give vocal or instrumental instruction at anytime in order to reduce sounds emanating from an apartment.

Z) Each owner shall keep such apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors windows terraces and balconies thereof any dirt or other substances.

AA) No article shall be allowed to be placed in the halls or on the stair case landings or fire tower nor shall anything be hung or shaken from the floors, windows, terrace, or balconies or place upon the window sills of the building . No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Vendor Cum Developer.

BB) No shades awnings window guards ventilators or air-conditioning devices shall be used in or about the building excepting such as shall have been approved by the Vendor Cum Developer.

CC) No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the building except such as

shall have been approved by the Vendor Cum Developer nor shall anything be projected out of any window of the building without similar approval and shall install air-conditioners only in the spaces specified by the Vendor Cum Developer and/or HOLDING ORGANISATION.

DD) The passenger elevators in the building unless of the automatic type to be operated by the passenger shall be operated only by employees of the Vendor Cum Developer / Association and/or Syndicate and/or Society and there shall be no interference whatsoever with the same by Purchaser or members of their family. Or guests or employees or sub-tenants.

EE) No Vehicles, Bicycles, Scooters, Shipping carts of similar vehicles shall be allowed in the passengers elevators except for wheel Chairs meant for handicap persons/s and baby carriages or any of the above mention vehicles shall be allowed to stand in the public halls, passageways, areas or courts of the building/HOUSING COMPLEX.

FF) Kitchen supplies market goods and packages of any kind are to be delivered only at the service entrance of the building.

GG) Water-closet and other water apparatus in the building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same and damages resulting for misuse of any water-closets or apparatus shall be paid for by the FLAT/UNIT owners in whose apartment it shall have caused.

HH) No bird or animal shall be kept or harbored in the common areas of the building. In no event shall dogs be permitted on elevators or in any of the common portion of the building unless accompanied.

II) No radio or television areal shall be attached to or hung from the exterior of the building.

JJ) The agents of the Syndicate/Society /Association /Vendor Cum Developer/HOLDING ORGANISATION and any contractor or workman authorized by the Society/ Association/ Vendor Cum Developer/ HOLDING ORGANISATION may enter in any apartment at any reasonable hour of the day for the purpose of inspecting such apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin insects or other pests. If the Syndicate/Society /Association /Vendor Cum Developer/HOLDING ORGANISATION takes measures to control or exanimate carpet beetles within the Purchaser' Apartment or in any storage or other spaces in the Building occupied by the Purchaser the costs thereof shall be payable by the Purchaser upon demand without any demur.

KK) Garbage and refuse from the apartment shall be deposited in such place only in the building and at such time and in such manner as may be directed by the Vendor Cum Developer/HOLDING ORGANISATION.

LL) No vehicle belonging to a Purchaser or to a member of their family or guests, sub-tenant or a employee of a lease shall be parked in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.

MM) These house rules may be altered and or added and or amended or repeated to any time by the Vendor Cum Developer and after formation by the Syndicate/Society /Association.

NN) Until formation of such HOLDING ORGANISATION the Vendor Cum Developer shall manage and maintain the said Building complex and the common parts thereof.

11. THE PURCHASER AGREES THAT:

A) The Purchaser shall pay regularly and punctually within 7th day of every month and month by month the common expenses as described in the **EIGHT SCHEDULE** hereunder written at such rate

as may be decided and determined and apportioned by the Vendor Cum Developer to be payable from the date of possession to the Vendor Cum Developer and upon formation and transfer of management of the building to the HOLDING ORGANISATION such payments are required to be made without any abatement or demand.

B) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Vendor Cum Developer from time to time and the Purchaser shall be liable to pay all such expenses wholly if it relates to the Purchaser FLAT/UNIT AND CAR PARKING SPACE only and proportionately for the Building as a whole. The statement of account of the apportionment of the charges as prepared by the Vendor Cum Developer shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same provided that the billing is reasonable. In the event of the transfer of the management and administration of the said building to the HOLDING ORGANISATION in terms of this presents the employees of the Vendor Cum Developer such as Watchman, security staff, liftman etc. shall be employed and/or absorbed in the employment of such HOLDING ORGANISATION with continuity of service and on the same terms and conditions of employment with the Vendor Cum Developer and the Purchaser shall not be entitled to raise any objection thereto and hereby consents to the same.

C) After the formation of the HOLDING ORGANISATION the Purchaser shall pay such amounts for the aforesaid purpose as may be fixed and determined by the HOLDING ORGANISATION.

D) So long each FLAT/UNIT in the said premises is not separately mutated, the Purchaser shall pay the proportion share of all rates and taxes assessed on the whole premises including the charges for loss of electricity while in transmission to the Vendor Cum Developer from the date of possession. Such proportion is to be determined by the Vendor Cum Developer on the basis of the area of such FLAT/UNIT in the said Building.

E) If the Purchaser fail to pay the aforesaid expenses or part thereof within time as aforesaid the Purchaser shall be liable to pay interest at the rate of 18% per month and further that if any interest remain unpaid for sixty days, the Vendor Cum Developer or upon formation of HOLDING ORGANISATION such HOLDING ORGANISATION shall be at liberty to disconnect and/or suspend all common services attached to the Purchaser's FLAT/UNIT such as water supply, electricity connections, use of lifts etc. till such dues with interest are paid and shall be liable to pay the common expenses for such suspension period as well as reconnection charges.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(AMOUNT OF CONSIDERATION)**

The total Consideration Amount towards the cost of the flat being No. "1D-2", in Block-1, in the second floor, likely to have a carpet area 788.463 Sq.Ft. (excluding balcony area), Built Up area 1000 Sq.ft. (including balcony area) & super built up area of 1333 sq.ft. more or less and one covered car Parking space in the ground floor of the Block-1 having an area of 100 Sq.ft. along with the undivided proportionate share of land and other common area facilities is of @/- per sq.ft. and total consideration amount of Rs./- (Rupees only) and total utility charges and other charges payable Rs./- (Rupees only) which shall be paid in the following manner stated below:

<u>Flat Consideration Amount</u>	<u>Utility</u>	<u>Other</u>
On Booking	: 10% + GST	
On Agreement	: 10% + GST	50% + GST 50% + GST
On completion of Foundation	: 10% + GST	
On completion of 1st Floor casting	: 10% + GST	
On completion of 2nd Floor casting	: 10% + GST	
On completion of 3rd Floor casting	: 10% + GST	
On completion of 4th Floor casting	: 10% + GST	
On completion of Brick work	: 10% + GST	

On Completion of the flooring work : 10% + GST

On completion of outside plastering : 5% + GST 50% + GST 50% + GST
GST

At the time of possession : 5% + GST within 7 days of notice of possession

All payments must be made in favour of **M/S. PRABHUDARSHAN DEVELOPERS PRIVATE LIMITED**, by Account payee Cheques or Bank Draft or Pay Order or Cash.

THE SIXTH SCHEDULE ABOVE REFERRED TO

At or before taking over the possession the Purchaser shall pay the following amounts on or before taking possession of the FLAT/UNIT.

A) Towards security deposit for obtaining electric connection to the said FLAT/UNIT and proportionate deposit for the payment made to CESC/WBSEB for providing HT/LT line transformer in the said premises.

B) Towards expenses for formation for the HOLDING ORGANISATION including the share money.

C) If at any time the said Vendor Cum Developer shall be liable to make payment of any amount on account of statutory outgoing and/or impositions including GST & other taxes, the Purchaser shall be liable and agrees to make payment of the amount on account of such statutory outgoings and GSTN & other and has agreed to keep the Purchaser indemnified against all actions suits and proceedings.

i) Towards expenses for payment towards Municipal/Panchayat rates , taxes and other outgoings.

ii) Towards twelve months equivalent maintenance charges for common maintenance expenses @ 2.5/- per Sq.ft. per month and Sinking/Reserve fund deposit @ Rs. 20/- per sq.ft.

- iii) Towards such further amounts which may become payable on account of statutory impositions and outgoings including service tax if any.
- iv) Towards power back up charges (2BHK-300W & 3BHK- 400W) for @ Rs. 40/- per Sq.ft.
- v) Towards club Membership Charges for @ Rs. 40/- per Sq.ft.
- vi) Towards electrification of Common areas @ Rs. 50/- per sq.ft.
- vii) Towards Society Formation Charges @ Rs. 5000/- per flat.
- viii) Towards Legal & Documentation Charges @ Rs. 20000/- per flat.
- ix) Towards Cheque bounce charges Rs. 1000/- per cheque.
- x) Towards H.T./ L.T. /Tranceformer charges as per actual.
- xi) Towards Municipal Deposit as per actual.
- xii) Towards individual electric meter deposit as per actual.
- xiii) Towards stamp duty, Registration Charges as per actual and incidental expenses, Advocate fees 1% of Market value for and/or in relation to conveyance.

Surplus, if any remains with the Vendor Cum Developer on account of the aforesaid payments the Vendor Cum Developer will hand over such surplus to the HOLDING ORGANISATION upon its formation provided there shall be no default on the part of the Purchaser in making payment as mentioned herein above.

THE SEVENTH SCHEDULE ABOVE REFERRED TO (SPECIFICATION)

Foundation: RCC Raft Foundation

Structure: RCC Framed Structure

Common Lighting: Overhead illumination for compound and street lighting inside the Complex. Necessary illumination in all lobbies, staircase and common areas.

Elevator: Two elevators in each tower of reputed brand.

Generator*: Standby generator for power back-up (part load for apartments and common area).

Car Parking*: Adequate car parking in the ground floor as well as open parking.

Lobby: Well decorated ground floor lobby.

Water Supply: 24X7 water supply.

Electrical: Provision for adequate light points, provision for geyser point in Bathroom. Modular switches of reputed brand. Adequate power points for the installation of modern gadgets in living/dining and kitchen. Split AC point in Master Bedroom. Safety equipment such as M.C.B. in all flats.

Wiring: Concealed copper wiring inside the apartments of reputed brand for electricity and telephone lines.

Wall Finish:

Interior- Plaster of Paris.

Exterior- Combination of antifungal and textured paint.

Flooring: Ceramic designer tiles flooring in master bed room, living/dining and all other room. ceramic tiles in kitchen and toilets.

Kitchen : Kitchen table with green marble top. Dado of ceramic tiles above platform up to 2 feet height. Provision for stainless steel sink.

Toilet : Standard ceramic tiles on the wall up to door height. Anti-skid ceramic tiles for the floor. CP fittings of reputed brand. Provision for hot and cold water supply.

Doors : All door frames made of seasonal treated wood. All door pallas will be made of Phenol bond flush door. All door fittings made of stainless steel. Provision for Godrej night latch lock at flat entrance door.

Windows : Provision for powder coated glazed sliding aluminum Windows.

THE EIGHTH SCHEDULE ABOVE REFERRED TO (MAINTENANCE CHARGES)

1. Repairing, rebuilding, repainting, improving or other treatments as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damage parts thereof.
2. Painting with quality paint as often as may (in the opinion of the HOLDING ORGANISATION) be necessary and in a proper and workman like manner all the wood metal and other work of the

property and the external surfaces of all exterior doors of the building and decorating and coloring all such parts of the property as usually are or ought to be.

3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers bed shrubs, trees, forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge of fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road where necessary.
5. Paying a fair proportion of the cost of cleaning, repairing, instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risk.
8. Cleaning as necessary the external walls and windows and (not forming part of any FLAT/UNIT) in the property as may be necessary keeping cleaned the common parts and halls passages landing and staircases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the property.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Vendor Cum Developer may think fit.
11. Maintaining and operating the lifts.

12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central, state or local) assessed charged or imposed upon or payable in respect of the Building or any part thereof excepting in so far as the same are the responsibility of the individual owner/occupant of any FLAT/UNIT.
14. Abating any nuisance and executing such works as may be necessary for complying any notice served by the local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the FLAT/UNIT of any individual lessee of any FLAT/UNIT.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the FLAT/UNIT.
16. Employing qualified accountants for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amounts thereof for the period to which the accounts relate.
17. Complying with the requirement directions of any competent authority and with the provisions of all statues and all regulations orders and by laws made there under relating to the building expecting those which are the responsibility of the owner/occupier of any FLAT/UNIT.
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Vendor Cum Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this **SCHEDULE**.
19. Administering the management company staff and complying with all relevant statues and regulations and orders there under and employing suitable persons or firm to deal with this matters.
20. The provisions for maintenance and renewal of any other equipment and the provisions of any other service which in the option of the HOLDING ORGANISATION it is reasonable to provide.

21. In such time to be fixed annually as shall be estimated by the HOLDING ORGANISATION (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this **SCHEDULE** to be or expected to be incurred at any time.

22. The said reserve fund shall be kept in separate account and the interest thereon or income from that said fund shall be held by the HOLDING ORGANISATION for the owners of the FLAT/UNIT and shall be only applied in accordance with unanimous or majority decisions of the members of the HOLDING ORGANISATION and with the terms of this **SCHEDULE** .

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands on the day, month and year first above written,

SIGNED AND DELIVERED

By the Parties at Kolkata

In the presence of :-

1.

VENDOR CUM DEVELOPER

2.

PURCHASER

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs./- (Rupees)
Only being the earnest money and /or part payment of the total consideration money as per memo below : -

:- MEMO OF CONSIDERATION :-

Total =Rs.

(RUPEES ONLY)

Witnesses:-

1.

VENDOR CUM DEVELOPER

2.