



JHINUK CONSTRUCTIONS

BOLPUR MUNICIPAL COMMERCIAL COMPLEX, BLOCK. A
SUPER MARKET (FIRST FLOOR), SANTINIKETAN ROAD, BOLPUR, BIRBHUM
PHONE NO. 03463-252512
jhinukconstructions@gmail.com



Ref. No. :
Date:/...../.....

ALLOTMENT LETTER

Mrs. W/o Mr. & Mr.S/o Mr.
..... Address-

Sub: Allotment of FLAT/DUPLEX/ROW BUNGALOW/EXCLUSIVE BUNGALOW Being No., Floor, Block with or without exclusive Terrace, Private Lawn in Project "AVIHITA" .

Dear Sir/Madam,

We refer to your application dated for allotment of a **FLAT/DUPLEX/ROW BUNGALOW/EXCLUSIVE BUNGALOW** in "AVIHITA" situated at Mouza Kamarpara, J. L. No. 131, P.S. Illambazar, Illambazar Gram Panchayat, Dist. Birbhum .

It gives us immense pleasure to inform you that you have been allotted **FLAT/DUPLEX/ROW BUNGALOW/EXCLUSIVE BUNGALOW** no., Block No., Floor No. with Carpet Area Sq. ft.

The total price of the **FLAT/DUPLEX/ROW BUNGALOW/EXCLUSIVE BUNGALOW** is Rs. /- (Rupees only) Plus GST and Service Tax & payment will be according to instalment/ payment plan to be annexed as annexure "...." Of the flat Buyer agreement. The terms and conditions of the **FLAT/DUPLEX/ROW BUNGALOW/EXCLUSIVE BUNGALOW** Buyers agreement to be executed between allottee and JHINUK CONSTRUCTIONS Proprietor BISWA BIJOY GHOSH shall be final and binding between both the parties.

1. You are requested to sign the **FLAT/DUPLEX/ROW BUNGALOW/EXCLUSIVE BUNGALOW** Buyers agreement at an early date but not exceeding 45 (Forty Five) days from the letter date.
2. Allottee will have to pay security & other maintenance charges against maintenance at the time of maintenance agreement with society / Association.

We value our relationship and welcome you amongst our family.

Thanking you and assuring you the best of services at all times.

Yours Faithfully,

For **JHINUK CONSTRUCTIONS**

Jhinuk Constructions
Biswa Bijoy Ghosh
Proprietor

THIS AGREEMENT made this day of

BY & BETWEEN

MR BISWA BIJOY GHOSH, Son of Late Ajit Kumar Ghosh, Holding PAN: ADAPG3796Q, By religion - Hindu (Indian Citizen), By profession - Business, residing at Kalimohan Pally, Bolpur, P.O. & P.S. Bolpur, Dist. Bhirbhum, PIN- 731204, West Bengal, Proprietor JHINUK CONSTRUCTIONS, hereinafter called and referred to as the 'OWNER/PROMOTER' (which term or expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators representatives, successors and/or assigns) the Party of the FIRST PART

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_____ hereinafter referred to as the "PURCHASERS" (which term or expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators representatives, successors and/or assigns) the party of the SECOND PART :

WHEREAS :

A. The following terms and expressions shall in these presents have the respective meanings assigned to them herein-below, unless the same be contrary or repugnant to the subject or context :

A.1 "Act" Means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).

A.2 "Rules" Means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.

A.3 "Regulation" means the Regulations made under the West Bengal Housing Industry Regulation Act 2017.

A.4 "Section" means a section of the Act

A.

WHEREAS by virtue of below mentioned Seven Registered Deed of Conveyances BISWA BIJOY GHOSH became the absolute Owner of ALL THAT Land measuring more or less 3 Aca 96 Decimal under L.R. Khatian No.562 & 990, L.R. Dag No.491, 492, 511, 512 & 514 under Mouza Kamarpara, J. L. No.131, P.S. Illambazar, Illambazar Gram Panchyat, Dist. Birbhum, bordered RED in the MAP or PLAN annexed herewith, more fully and particularly described in the PART-I of the SCHEDULE-A hereinafter called and referred as the TOTAL PROPERTY.

AND WHEREAS by executing a Sale Deed on 27th December,2015 which was registered on 30th December,2015 FRIENDS OF THE STADIUM a Society registered under West Bengal Societies Registration Act,1961 having its Register Office FD-144, Salt Lake City, P.O. Salt Lake, P.S. South Bidhannagar, District. North 24-Parganas, Kolkata-700106, sold, conveyed, transferred absolutely and forever to BISWA BIJOY GHOSH ALL THAT Land measuring more or less 9 Satak under Khatian No.562, R.S. & L.R. Dag No.512, under Mouza Kamarpara, J. L. No.131, Illambazar Gram Panchyat, P.S. Illambazar, Dist. Birbhum, and the said Deed was recorded in Book No.1, Volume No.0301-2015, Pages 131274 to 131295, Being No.030113344 for the year 2015 of the Office of Dist. Sub-Registrar, Birbhum.

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AND WHEREAS by executing a Sale Deed on 27th December,2015 which was registered on 29th December,2015 FRIENDS OF THE STADIUM a Society registered under West Bengal Societies Registration Act,1961 having its Register Office FD-144, Salt Lake City, P.O. Salt Lake, P.S. South Bidhannagar, District. North 24-Parganas, Kolkata-700106, sold, conveyed, transferred absolutely and forever to BISWA BIJOY GHOSH ALL THAT Land measuring more or less 15 Satak under Khatian No.562, R.S. & L.R. Dag No.512, under Mouza Kamarpara, J. L. No.131, Illambazar Gram Panchyat, P.S. Illambazar, Dist. Birbhum, and the said Deed was recorded in Book No.1, Volume No.0301-2015, Pages 131111 to 131132, Being No.030113327 for the year 2015 of the Office of Dist. Sub-Registrar, Birbhum.

AND WHEREAS by executing a Sale Deed on 27th December,2015 which was registered on 30th December,2015 FRIENDS OF THE STADIUM a Society registered under West Bengal Societies Registration Act,1961 having its Register Office FD-144, Salt Lake City, P.O. Salt Lake, P.S. South Bidhannagar, District. North 24-Parganas, Kolkata-700106, sold, conveyed, transferred absolutely and forever to BISWA BIJOY GHOSH ALL THAT Land measuring more or less 17 Satak under Khatian No.562, R.S. & L.R. Dag No.511, under Mouza Kamarpara, J. L. No.131, Illambazar Gram Panchyat, P.S. Illambazar, Dist. Birbhum, and the said Deed was recorded in Book No.1, Volume No.0301-2015, Pages 131229 to 131251, Being No.030113336 for the year 2015 of the Office of Dist. Sub-Registrar, Birbhum.

AND WHEREAS by executing a Sale Deed on 27th December,2015 which was registered on 29th December,2015 FRIENDS OF THE STADIUM a Society registered under West Bengal Societies Registration Act,1961 having its Register Office FD-144, Salt Lake City, P.O. Salt Lake, P.S. South Bidhannagar, District. North 24-Parganas, Kolkata-700106, sold, conveyed, transferred absolutely and forever to BISWA BIJOY GHOSH ALL THAT Land measuring more or less 200 Satak under Khatian No.562, R.S. & L.R. Dag No.511, under Mouza Kamarpara, J. L. No.131, Illambazar Gram Panchyat, P.S. Illambazar, Dist. Birbhum, and the said Deed was recorded in Book No.1, Volume No.0301-2015, Pages 131088 to 131110, Being No.030113329 for the year 2015 of the Office of Dist. Sub-Registrar, Birbhum.

AND WHEREAS by executing a Sale Deed on 14th February,2016 which was registered on 16th February,2016 FRIENDS OF THE STADIUM a Society registered under West Bengal Societies Registration Act,1961 having its Register Office FD-144, Salt Lake City, P.O. Salt Lake, P.S. South Bidhannagar, District. North 24-Parganas, Kolkata-700106, sold, conveyed, transferred absolutely and forever to BISWA BIJOY GHOSH ALL THAT Land measuring more or less 42 Satak under Khatian No.562, R.S. & L.R. Dag No.492, under Mouza Kamarpara, J. L. No.131, Illambazar Gram Panchyat, P.S. Illambazar, Dist. Birbhum, and the said Deed was recorded in Book No.1, Volume No.0303-2016, Pages 20569 to 20590, Being No.030301075 for the year 2016 of the Office of Addl. Dist. Sub-Registrar, Bolpur, Birbhum.

AND WHEREAS by executing a registered Sale Deed on 2nd March,2016 TARUN SARKAR, Son of Dilip Sarkar sold, conveyed, transferred absolutely and forever to BISWA BIJOY GHOSH ALL THAT Land measuring more or less 56 Satak under Khatian No.990, R.S. & L.R. Dag No.514, under Mouza Kamarpara, J. L. No.131, Illambazar Gram Panchyat, P.S. Illambazar, Dist. Birbhum, and the said Deed was recorded in Book No.1, Volume No.0303-2016, Pages 29333 to 29348, Being No.030301494 for the year 2016 of the Office of Addl. Dist. Sub-Registrar, Bolpur, Birbhum.

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AND WHEREAS by executing a registered Sale Deed on 2nd March, 2016 TARUN SARKAR, Son of Dilip Sarkar sold, conveyed, transferred absolutely and forever to BISWA BIJOY GHOSH ALL THAT Land measuring more or less 57 Satak under Khatian No.990, R.S. & L.R. Dag No.491, under Mouza Kamarpara, J. L. No.131, Illambazar Gram Panchyat, P.S. Illambazar, Dist. Birbhum, and the said Deed was recorded in Book No.1, Volume No.0303-2016, Pages 29317 to 29332, Being No.030301493 for the year 2016 of the Office of Addl. Dist. Sub-Registrar, Bolpur, Birbhum.

AND WHEREAS after purchase of the above mentioned Land, the 'OWNER/PROMOTER' herein got his name mutated in the records of B. L. & L. R. O. Illambazar, under L. R. Khatian No. 975.

AND WHEREAS thereafter 'OWNER/PROMOTER' herein converted classification of Land U/S 4C of the West Bengal Land reforms Act, 1955 on 3rd June, 2016. (Vide Conversion Case No. 41/BL&LRO, Illambazar/2016, subsequent Renumbered Case No. 202/DL&LRO, Birbhum/2016).

AND WHEREAS the Illambazar Gram Panchayat has sanctioned a Plan bearing receipt No. 03150545, dated 16-09-2016 (dated 16-09-2016 bearing memo No. 1914/I(3)/I/GENL/B.P./BZP/2016 sanctioned by Birbhum Zilla Parisad) for construction of Building/Buildings on the Property utilizing only the sanctionable area of the Property measuring more or less 3 Acar 15 Decimal (under L. R. Khatian No. 975, L. R. Dag No. 492, 511 & 514 under Mouza Kamarpara, J. L. No. 131, P.S. Illambazar, Illambazar Gram Panchayat, Dist. Birbhum).

B. The Owner/Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.

C. The 'OWNER/PROMOTER' have duly intimated the Illambazar Gram Panchayat about commencement of construction of the Project vide Commencement Letter dated _____.

D. The 'OWNER /PROMOTER' has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, plot or building, as the case may be from Illambazar Gram Panchayat. The 'OWNER/PROMOTER' agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

E. The 'OWNER /PROMOTER' has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____.

F. The Allottee had applied for an Flat/Duplex/Row Bungalow/Exclusive Bungalow in the Project vides application No. _____ dated _____ and has been allotted Flat/Duplex/Row Bungalow/Exclusive Bungalow No. _____ having Carpet area of _____ Square feet, Type _____, on the _____ Floor in Block _____, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in SCHEDULE-B and the floor plan or the apartment is annexed hereto and marked as B; Ctd,p/5

G. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

H. The OWNER /PROMOTER may in future develop further phases on the Land parcels adjacent to said Premises, and reserve the right to share common infrastructure i.e. driveway and other amenities with such future phase/phases in terms of Rule 10 under the said act.

I. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the OWNER /PROMOTER hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in Para G.

NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:

1. TERMS :

1.1 Subject to the terms & conditions as detailed in this Agreement, the OWNER/PROMOTER hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase , the Apartment as specified in Para G.

1.2 The Total Price for the Apartment based on the Carpet area is Rs. _____ (Rupees _____) only break up and description as follows :-

Block/Building/Tower No. _____
Apartment No. _____
Type _____
Floor _____

Rate of Apartment per Square Feet
Apartment Rs. _____
Exclusive Balcony Rs. _____

EXCLUSIVE PRIVATE LAWNS Rs. _____

EXCLUSIVE PRIVATE TERRACE Rs. _____

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Proportionate common area Rs. _____
Preferential location charges Rs. _____
Taxes Rs. _____
Maintenance Charges Rs. NIL upto date of
obtaining completion certificate/partial
completion certificate.

Total Price

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment.

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of the handing over the possession of the Apartment to the allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification.

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

(iii) The OWNER/PROMOTER shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the OWNER/PROMOTER within the time and in the manner specified therein. In addition, the OWNER/PROMOTER shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment/ Plot includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire and firefighting equipment in the common area, maintenance charges as per para ii etc. and includes cost for providing all other facilities, amenities and specification to be provided all other facilities, amenities and specifications to be provided within the Apartment and the Project.

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The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The OWNER/PROMOTER undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the OWNER/PROMOTER shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

1.4 The allottee(s) shall make the payment as per the payment plan set out in SCHEDULE-C ("PAYMENT PLAN").

1.5 OWNERS/PROMOTER may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @__% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the OWNERS/PROMOTER shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at SCHEDULE-D and SCHEDULE-E (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act:

Provided that the OWNER/PROMOTER may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The OWNER/PROMOTER shall confirm to the final carpet areas that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is the granted by the competent authority, by furnishing details of the charges, if any in the carpet area.

The Total Price payable for the carpet area shall be recalculated upon confirmation by the OWNER/PROMOTER. If there is reduction in the carpet area than the OWNER/PROMOTER shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in SCHEDULE-C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

1.8 Subject to Para 9.3 the OWNER/PROMOTER agreed and acknowledges, the Allottee shall have the right to the Flat/Duplex/Row Bungalow/Exclusive Bungalow as mentioned BELOW :-

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(i) The Allottee(s) shall have exclusive ownership of the Flat/Duplex/Row Bungalow/Exclusive Bungalow;

(ii) The Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottee(s) in the common areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.

(iii) That the computation of the price of the completed Flat/Duplex/Row Bungalow/Exclusive Bungalow includes recovery of price of land underneath the Building, construction of the Apartment the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire and firefighting equipment in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/Flat and the Project;

(iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment/Flat, as the case may be subject to prior consent of the Project engineer and complying with all safety measures while visiting the site.

1.9 It is made clear by the OWNER/PROMOTER and the Allottee agrees that the Flat/Duplex/Row Bungalow/Exclusive Bungalow along with Car parking Space if allotted shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

1.10 The OWNER/PROMOTER agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

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1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____) only as booking amount being part payment towards the Total Price of the Flat/Duplex/Row Bungalow/Exclusive Bungalow at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/Flat as prescribed in the payment plan SCHEDULE-C as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan [through account payee cheque/demand draft/banker's cheque or online payment (as applicable) in favor of OWNER/PROMOTER payable at its office.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

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4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head(s) of dues against lawful outstanding of the Allottee against the [Flat/Duplex/Row Bungalow/Exclusive Bungalow], if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE :

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Flat/Duplex/Row Bungalow/Exclusive Bungalow to the Allottee and the common areas to the Association, subject to the same being formed and registered.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Flat/Duplex/Row Bungalow/Exclusive Bungalow and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The OWNER/PROMOTER shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Owner/Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the Competent Authority and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Owner/Promoter shall constitute a material breach of this Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment-

The Owner/Promoter agrees and understands that timely delivery of possession of the Flat/Duplex/Row Bungalow/Exclusive Bungalow to the Allottee and the common areas to the Association of allottees, as the case may be, is the essence of the Agreement. The Owner/Promoter assures to handover possession of the Apartment/Flat along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on _____ unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Owner/Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/Flat.

Ctd.p/11

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Owner/Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Promoter shall refund to the Allottee(s) the entire amount received by the Owner/Promoter from the Allotment within 45 days from that date. The Owner/Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Owner/Promoter and the Owner/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession- The Owner/Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment/Flat, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate, subject to payment of all amounts due and payable under this Agreement and Registration of Deed of Sale Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Owner/Promoter within three months from the date of issue of occupancy certificate]. The Owner/Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner/Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Owner/Promoter/ Association of Allottees, as the case may be, after the issuance of completion certificate for the Project. The Owner/Promoter shall handover the occupancy certificate of the Apartment/Flat, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take possession of Flat/Duplex/Row Bungalow/Exclusive Bungalow Upon receiving a written intimation from the Owner/Promoter as per Para 7.2 above, the Allottee(s)

shall take possession of the Flat/Duplex/Row Bungalow/Exclusive Bungalow from the Owner/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Owner/Promoter shall give possession of the Apartment/Flat to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Para 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.

7.4 Possession by the Allottee- After obtaining the occupancy certificate and handing over physical possession of the Flat/Duplex/Row Bungalow/Exclusive Bungalow to the Allottee, it shall be the responsibility of the Owner/Promoter to handover the necessary documents and plan, including common areas to the Association of allottees upon its formation and registration.

Provided that, in the absence of any local law, the Owner/Promoter shall handover the necessary documents and plans, including common areas, to the Association of allottees after formation and registration of the Association of Allottees.

7.5 Cancellation by Allottee- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

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Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Owner/Promoter, the Owner/Promoter herein is entitled to forfeit the booking amount paid for the allotment.

7.6 Compensation - The Owner/Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Owner/Promoter fails to complete or is unable to give possession of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Owner/Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat/Duplex/Row Bungalow/Exclusive Bungalow, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intent to withdraw from the Project the Owner/Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Flat/Duplex/Row Bungalow/Exclusive Bungalow, which shall be paid by the Owner/Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

The Owner/Promoter hereby represents and warrants to the Allottee(s) as follows:

- (i) The Owners have absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Owner/Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land .
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Flat/Duplex/Row Bungalow/Exclusive Bungalow.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat/Duplex/Row Bungalow/Exclusive Bungalow are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment/Flat and common areas;

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(vi) The Owner/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;

(vii) The Owner/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Flat/Duplex/Row Bungalow/Exclusive Bungalow which will, in any manner, affect the rights of Allottee(s) under this Agreement.

(viii) The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling the said Flat/Duplex/Row Bungalow/Exclusive Bungalow to the Allottee(s) in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Owner/Promoter shall handover lawful, vacant, peaceful, physical possession of the Flat/Duplex/Row Bungalow/Exclusive Bungalow to the Allottee(s) and the common areas to the association of allottees, once the same being formed and registered.

(x) The portion of the said Land/Property is not the subject matter of HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;

(xi) The Owner/Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Flat/Duplex/Row Bungalow/Exclusive Bungalow along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of allottees or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Owner/Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

9.1 Subject to the Force Majeure clause, the Owner/Promoter shall be considered under a condition of default, in the following events:-

(i) The Owner/Promoter fails to provide ready to move in possession of the Apartment /Flat to the Allottee(s) within the time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project

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with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the Owner/Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of default by the Owner/Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

(i) Stop making further payments to the Owner/Promoter as demanded by the Owner/Promoter. If the Allottee(s) stops making payments, the Owner/Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or

(ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Owner/Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Owner/Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Owner/Promoter to the Allottee within forty-five days of it becoming due.

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

(i) In case the Allottee(s) fails to make payments for two consecutive demands made by the Owner/Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Owner/Promoter on the unpaid amount at the rate prescribed in the Rules.

(ii) In case of default by Allottee under the conditions listed above continues for a period beyond two consecutive months after notice from the OWNERS/PROMOTER in this regard, the OWNERS/PROMOTER upon 30 days written notice may cancel the allotment of the Flat/Duplex/Row Bungalow/Exclusive Bungalow in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Owner/Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT :

The Owner/Promoter, on receipt of Total Price of the said Apartment/Flat as per Para 1.2 under the Agreement from the Allottee shall execute a conveyance deed of sale drafted by the Project Advocate and convey the title of the Flat/Duplex/Row Bungalow/Exclusive Bungalow together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Owner/Promoter within 3 months from the date of issue of occupancy certificate. However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Owner/Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Owner/Promoter is made by the Allottee(s).

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:

The Owner/Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance up to the date of obtaining completion certificate has been included in the Total Price of the said Apartment/Flat.

12. DEFECT LIABILITY :

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Owner/Promoter as per this Agreement relating to such development is brought to the notice of the Owner/Promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Owner/Promoter to rectify such defects without further charge, within thirty days, and in the event of Owner/Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Owner/Promoter/ maintenance agency/Association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Association of allottees and/or maintenance agency to enter into the Flat/Duplex/Row Bungalow/Exclusive Bungalow or any Part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

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14. USAGE:

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the "AVIHITA" shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Association of allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE Flat/Duplex/Row Bungalow/Exclusive Bungalow,

15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Flat/Duplex/Row Bungalow/Exclusive Bungalow at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Flat/Duplex/Row Bungalow/Exclusive Bungalow or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Flat/Duplex/Row Bungalow/Exclusive Bungalow, and keep the said Flat/Duplex/Row Bungalow/Exclusive Bungalow,, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the Flat/Duplex/Row Bungalow/Exclusive Bungalow or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Flat/Duplex/Row Bungalow/Exclusive Bungalow.

15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Owner/Promoter and thereafter the Association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a Flat/Duplex/Row Bungalow/Exclusive Bungalow with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

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17. **ADDITIONAL CONSTRUCTIONS:**

The Owner/Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

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

After the Owner/Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment/Flat 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 mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Flat/Duplex/Row Bungalow/Exclusive Bungalow.

19. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Owner/Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Owner/Promoter showing compliance of various laws/ regulations as applicable in the said Act.

20. **BINDING EFFECT :**

Forwarding this Agreement to the Allottee(s) by the Owner/Promoter does not create a binding obligation on the part of the Owner/Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Owner/Promoter. If the Allottee(s) fails to execute and deliver to the Owner/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Owner/Promoter, then the Owner/Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without 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 in regard to the said Flat/Duplex/Row Bungalow/Exclusive Bungalow, as the case may be.

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22. RIGHT TO AMEND :

This Agreement may only be amended through written consent of the Parties.

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

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 Flat/Duplex/Row Bungalow/Exclusive Bungalow and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow, in case of a transfer, as the said obligations go along with the Flat/Duplex/Row Bungalow/Exclusive Bungalow for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Owner/Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement waive the breach by the Allottee in not making payments as per the payment schedule including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Owner/Promoter in the case of one allottee shall not be construed to be a precedent and/or binding on the Owner/Promoter to exercise such discretion in the case of other allottees.

24.2 Failure on 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.

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 there under 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 there under or the applicable law, as the case may be, and 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(s) 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 Flat/Duplex/Row Bungalow/Exclusive Bungalow bears to the total carpet area of all the said Flat/Duplex/Row Bungalow/Exclusive Bungalow in the Project.

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27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this 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 Owner/Promoter through its authorized signatory at the Owner/Promoter's Office, or at some other place, which may be mutually agreed between the Owner/Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Owner/Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the A.D.S.R Bolpur/D.S.R. Birbhum/A.R.A Kolkata.

29. NOTICES:

That all the notices to be served on the Allottee and the Owner/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Owner/Promoter by registered post at their respective addresses specified below:

_____ (Name of the Allottee)

_____ (Address of the Allottee)

MR BISWA BIJOY GHOSH, Son of Late Ajit Kumar Ghosh, Holding PAN: ADAPG3796Q, By religion - Hindu (Indian Citizen), By profession - Business, residing at Kalimohan Pally, Bolpur, P.O. & P.S. Bolpur, Dist. Birbhum, PIN- 731204, West Bengal, Proprietor JHINUK CONSTRUCTIONS, (Owner/Promoter's Name & Address)

It shall be the duty of the Allottee and Owner/Promoter to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the address mentioned in this Agreement shall be deemed to have been received by the Owner/Promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEE:

That in case there are Joint Allottees all communications shall be sent by the Owner/Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s),

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31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act the rules or the regulations made there under.

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

33. DISPUTE RESOLUTION :

All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996.

34. MISCELLANEOUS:

(additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out in the WBHIRA Act and the Rules and Regulations made there under)

34.1 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution the Owner/Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, SUBJECT HOWEVER the Owner/Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Owner/Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.

34.2 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Owner/Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Owner/Promoter shall ensure that the quality of the substituted materials or specifications is equivalent or higher than the quality of materials of specifications mentioned in the Schedule.

34.3 The right of the Allottee shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project.

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34.4 In the event of cancellation of allotment The balance amount of money paid by the allottee (other than Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee) shall be returned by the Owner/Promoter to the Allottee without interest, out of the amounts received by the Owner/Promoter against sale of the Designated Apartment to any other interested person.

34.5 If due to any act, default or omission on the part of the Allottee, the Owner/Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Owner/Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Owner/Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Owner/Promoter.

34.6 It is clarified that the defect liability responsibility of the Owner/Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorized modifications or repairs done by the Purchaser or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Owner/Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the allottees, the Owner/Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 200 centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

34.7 That Allottee shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed buildings in the said project "AVIHITA" and the Owner/Promoter shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Owner/Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

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34.8 Additional Payments

- a) Price, cost, charges and expenses levied by the Owner/Promoter for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Flat/Duplex/Row Bungalow/Exclusive Bungalow, the Buildings, the said Property and/or the Project including the costs, charges and expenses for revision of the Plans.
- b) service tax/GST payable to Owner/Promoter.
- c) Sales tax, VAT, works contract tax, GST, betterment fee, development charges and any other tax, duty levy or charge that may be imposed or charged regarding the said Flat/Duplex/Row Bungalow/Exclusive Bungalow, the Buildings, the said Property and/or the Project payable to the Owner/Promoter.
- d) Proportionate price, costs, charges and expenses for generator, electrical sub-station, high tension line, transformer, wiring and cables and accessories used for their installation, electric meters, fire fighting equipment and other related equipment and accessories including for their acquisition and installation and for the equipment, instruments, additional facilities and conveniences for the Flat/Duplex/Row Bungalow/Exclusive Bungalow Owners that may be provided by the Owner/Promoter in the Buildings, the said Property and/or the Project payable to the Owner/Promoter.
- e) Charges for formation of the Association for the Common Purposes payable to the Owner/Promoter.
- f) Maintenance charges for one year.

In respect of the Additional Payments for which no time for payment is specified in this Agreement, the Purchaser agrees and undertakes to pay the same within (15) fifteen days of demand by the Owner/Promoter without raising any objection whatsoever.

34.9 DEPOSITS

- a) Deposit for electric supply/individual meter for the said Flat/Duplex/Row Bungalow/Exclusive Bungalow as per actual payable to the electricity supply authority.
- b) Deposit for any other item in respect of which payment is to be made by the Purchaser.
- c) Rs. 15/= per Sq.ft. payable to the Owner/Promoter for Corpus Fund as maintenance deposit.
- d) Rs. 80/= per Sq. ft. payable to the Owner/Promoter for transformer/generator for common portions and other amenities in common portions.

The Deposit shall be paid by the Purchaser to the Owner/Promoter within (15) fifteen days of demand without raising any objection whatsoever regarding the same.

34.10 RIGHTS OF OWNER/PROMOTER, MAINTENANCE AGENCY & ASSOCIATION

- a) Apportionment of any liability of the Purchaser in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Memorandum or otherwise shall be done by the Owner/Promoter whose decision shall be final and binding on the Purchaser.

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- b) The Maintenance Charges payable by the Purchaser with effect from the Date of Possession shall be fixed by the Maintenance Agency and shall be payable on a monthly basis. In the event of the Purchaser not taking over possession of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow within the time fixed in the notice calling upon him to take possession, the Maintenance Charges shall become payable by the Purchaser with effect from the date of expiry of the such period of such notice provided that until all payments due under this Memorandum are made by the Purchaser no right of whatsoever nature shall or can accrue in favour of the Purchaser in respect of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow.
- c) The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.
- d) The Maintenance Agency/Association shall be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Purchaser and/or the said Flat/Duplex/Row Bungalow/Exclusive Bungalow in case of default in timely payment of the Maintenance Charges, Electricity Charges, Panchayat taxes, Common Expenses and/or other payments by the Purchaser after giving 15 days notice in writing.

34.11 RIGHTS

1. The following rights are intended to be and shall be transferred in favour of the Purchaser at the time of completion of the transaction:-
 - a) Transfer of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow described in PART- I OF THE SCHEDULE-B hereto;
 - b) Right to use and enjoy the Common Portions described in the Schedule G in common with the Flat/Duplex/Row Bungalow/Exclusive Bungalow Owners and/or occupiers of the Buildings.
 - c) Transfer of the said Undivided Share.
 - d) The said exclusive use right in respect of the said exclusive private terrace, said exclusive Private Lawn if any appurtenant to the said Flat/Duplex/Row Bungalow/Exclusive Bungalow and described in the PART- III IN THE SCHEDULE-B.
2. Any of the following is not intended to and shall not be transferred in favour of the Purchaser and the Purchaser shall have no right title or interest whatsoever in respect thereof:
 1. The balance Property i.e. Land particularly described in PART- III OF THE SCHEDULE-A hereinafter mentioned.
 2. Purchaser of the Flat/Duplex/Row Bungalow shall have no right or claim on Land under Dag No. 514 measuring more or less 56 Decimal on which Exclusive Bungalow is to be constructed.
 3. Open and covered spaces in the Buildings and the said Property not included in the Common Portions mentioned in the Schedule G hereto;
 4. The Exclusive Terrace in respect of which Exclusive Use Rights are being granted with some Flats/Duplex/Row Bungalow/Exclusive Bungalow.
 5. The Exclusive Lawns in respect of which Exclusive Use Rights are being granted with Duplex/Row Bungalow and Exclusive Bungalow.
 6. Other Flats, Duplex/Row Bungalow and Exclusive Bungalow in the Buildings and/or the said Property;
 7. Any share in land comprised in the said Property other than the undivided variable share in the land immediately underneath the said Building in which the said Flat/Duplex/Row Bungalow is situated;

3. The Purchaser also confirms that he has agreed to purchase the said Flat/Duplex/Row Bungalow/Exclusive Bungalow with full knowledge that he/she/they would have no right, title, interest, claim or entitlement in respect of which Exclusive Use Rights are being granted with appurtenant to some Flats/Duplex/Row Bungalow and Exclusive Bungalow and which shall be transferable with the transfer of such some Flats/Duplex/Row Bungalow and Exclusive Bungalow respectively. The purchaser irrevocably and unconditionally agrees and undertakes not to have or be entitled to nor to claim any right, title or interest whatsoever in the other Flat/Duplex/Row

Bungalow and Exclusive Bungalow at the Premises (including the Exclusive Private Lawns/Terrace comprised therein) and/or the properties and rights which are not intended to be transferred to the Purchaser as aforesaid and also hereby disclaims, relinquishes releases and/or waives in favour of the Owner/Promoter and/or the other Flat/Duplex/Row Bungalow and Exclusive Bungalow Owners, as the case may be, all right, title, interest, entitlement or claim that Purchaser may be entitled to, both in law or any equity, into or upon the Other parts and portions of the Buildings and the Premises including the exclusive Private Lawns/Terrace attached/appurtenant to some Flat/Duplex/Row Bungalow and Exclusive Bungalow and excepting only those which are being expressly agreed to be transferred in favour of the Purchaser by the memorandum and agrees that such provision would also be included in the Deed of Conveyance to be executed in favour of the Purchaser in respect of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow.

2. The Purchaser of Flat/Duplex/Row Bungalow shall have no right, title, interest over the Land under Dag No. 514 upon which the exclusive Bungalow to be constructed and also on the all construction to be made thereon including boundary wall and two gates one on the Adjacent Road side and other on the said Property side and also all facilities amenities utilities on the Land for exclusive Bungalow. But the Owner of the Exclusive Bungalow shall have the right to use and enjoy the common portion of the project upon payment of proper maintenance charges.

4. The Purchaser confirms that he has agreed to purchase the said Flat/Duplex/Row Bungalow/Exclusive Bungalow with full knowledge that :- The Complex will be constructed by the Owner/Promoter in two phases and on completion of two phases all common area will be completed.

5. The Exclusive Private Lawn, if specifically mentioned in PART- III of the Second Schedule hereto, shall have exclusive access from and be attached and appurtenant only to the said Duplex, Row Bungalow and Exclusive Bungalow and shall be exclusively used and enjoyed by the Purchaser for the purpose of Private garden only. The Purchaser shall not be entitled to use the same for any other purpose or to make any construction thereon. The Purchaser shall however be entitled to beautify and landscape the same. The said Exclusive Private Lawn if specifically mentioned in PART- III of the Second Schedule hereto, shall form an integral part of the said Duplex, Row Bungalow and Exclusive Bungalow and shall be transferable only as a part of the same and not independently or in any other manner.

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6. Notwithstanding anything to the contrary contain elsewhere in this Memorandum it is expressly agreed that the sale of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow in favour of the Purchaser herein shall always be subject to the terms, conditions, restrictions, stipulations, covenants, rights, entitlements and easements contained herein.

7. In respect of the properties and rights which are not intended to be transferred to the Purchaser as aforesaid and/or which are stated to belong to the Owner/Promoter, the Owner/Promoter shall be entitled to use, utilize, 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 him in his absolute discretion, without any reference to the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created any obstruction or hindrance whatsoever regarding the same.

8. The proportionate share of the Purchaser in respect of any matter referred to under this Memorandum shall be such as may be determined by the Owner/Promoter and the Purchaser agrees and undertakes to accept the same notwithstanding there being minor variations.

9. The Owner/Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roofs of the Buildings and/or other areas in the Buildings and/or the said Property by putting up hoardings, display signs, neon-signs, lighted displays etc. without being required to pay any charges for the same and neither the Flat/Duplex/Row Bungalow/Exclusive Bungalow Owners nor the Association nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever. For this purpose the Owner/Promoter shall however make payment of the electricity consumed regarding the above on actual.

10. Notwithstanding anything to the contrary contained elsewhere in this Memorandum it is expressly agreed that the sale of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow in favour of the Purchaser herein shall always be subject to the terms, conditions, restrictions, stipulations, covenants, rights, entitlements and easements contained herein.

34.12 PURCHASER'S COVENANTS

1. comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency/Association from time to time;
2. permit the Vendor, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Flat/Duplex/Row Bungalow/Exclusive Bungalow for the Common Purposes or the Project;
3. deposit the amounts for various purposes as required by the Owner/Promoter /Maintenance Agency or the Association;
4. use and occupy the said Flat/Duplex/Row Bungalow/Exclusive Bungalow only for the purpose of residence;
5. use the Common Portions without causing any hindrance or obstruction to other Flat/Duplex/Row Bungalow/Exclusive Bungalow Owners and occupants of the Buildings;

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6. keep the said Flat/Duplex/Row Bungalow/Exclusive Bungalow and walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat/Duplex/Row Bungalow/Exclusive Bungalow in the Buildings and/or in the said Property in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flat/Duplex/Row Bungalow/Exclusive Bungalow/parts of the Buildings.
7. in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Flat/Duplex/Row Bungalow/Exclusive Bungalow or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
8. use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Flat/Duplex/Row Bungalow/Exclusive Bungalow of men materials and utilities;
9. bear and pay the Common Expenses and other outgoings in respect of the said Property proportionately and the said Flat/Duplex/Row Bungalow/Exclusive Bungalow wholly;
10. pay Panchayat and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Buildings and the said Property proportionately and the said Flat/Duplex/Row Bungalow/Exclusive Bungalow wholly and to pay proportionate share of such rates and taxes payable in respect of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow until the same is assessed separately by the Panchayat/Competent Authority;
11. pay for other utilities consumed in or relating to the said Flat/Duplex/Row Bungalow/Exclusive Bungalow;
12. allow the other Flat/Duplex/Row Bungalow/Exclusive Bungalow Owners the right to easements and/or quasi-easements;
13. regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Panchayat Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier; and
14. observe and comply with such other covenants as be deemed reasonable by the Owner/Promoter for the Common Purposes.
15. not to decorate the exterior of the Building otherwise than in the manner agreed by the Owner/Promoter in writing or in the manner as near as may be in which it was previously decorated;
16. not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, lobby, landings or in any other common areas or installations of the Buildings/Complex;
17. not to store or allow any one to store any goods articles or things in or around the staircase lobby landings or other common areas or installations of the Buildings/Complex;
18. not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flat/Duplex/Row Bungalow/Exclusive Bungalow in the Buildings;
19. not to claim any right over and/or in respect of any open land at the said Property or in any other open or covered areas of the Buildings and the said Property reserved or intended to be reserved by the Owner/Promoter for his own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him;
20. not to shift or obstruct any windows or lights in the said Flat/Duplex/Row Bungalow/Exclusive Bungalow or the Buildings;

21. not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Flat/Duplex/Row Bungalow/Exclusive Bungalow without the prior consent in writing of the Owner/Promoter and/or the Association;
22. not to park or allow anyone to park any car or two wheeler at any place other than the space earmarked for parking car(s) and two wheeler(s);
23. not to do any addition, alteration, structural changes, construction or demolition in the said Flat/Duplex/Row Bungalow/Exclusive Bungalow without prior permission from the Panchayat and other concerned authorities as also the Owner/Promoter and also subject to the condition that the same is not restricted under any other provision of this Memorandum;
24. not to use the said Flat/Duplex/Row Bungalow/Exclusive Bungalow for any purpose save and except for residential purpose and not to use the said Flat/Duplex/Row Bungalow/Exclusive Bungalow in any manner that may cause nuisance to occupiers of the other portions of the Buildings/Complex and not to use the said Flat/Duplex/Row Bungalow/Exclusive Bungalow as a Club House, Boarding House, Eatery or for commercial, illegal or immoral purposes;
25. not to block or occupy any pathway, passages, corridor, lobby in any manner whatsoever;
26. not to interfere in any manner with the Exclusive Use Rights of the owners and occupants (along with their guests and visitors) of the Exclusive Private Lawns including the transfer of such rights and entitlements along with the transfer of the Flat/Duplex/Row Bungalow/Exclusive Bungalow respectively;
27. not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Memorandum.
28. To co-operate with the Owner/Promoter /Association in the management and maintenance of the Complex and doing all other acts relating to and concerning with the common purpose and formation of association of the Flat/Duplex/Row Bunglow Holders of the Society of the complex.
29. To observe and perform rules regulations and restrictions from time to time in force for the use and management of the said Buildings/Complex and in particular the common parts and the common portions formed and/or made applicable from time to time by the Owner/Promoter /Association.
30. Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Flat/Duplex/Row Bunglow/Exclusive Bungalow in the said Building and other Buildings in the Complex.
31. To pay and bear proportionately the common expenses and general expenses and other outgoings in respect of the Housing complex and all the expenses and outgoings and charges in respect of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow.
32. To pay Panchayat/Zilla Parisad and all other rates, taxes, levies and impositions in respect of the said Buildings and complex proportionately and in respect of the said Flat/Duplex wholly.
33. To pay and bear for electricity and other utilities in or relation to the said Flat/Duplex/Row Bungalow/Exclusive Bungalow including the charges for loss of electricity due to amortization/transformation etc., and the proportionate charges for replacement/repairs of the transformer and other connected utilities and apparatus.
34. Until formation of the Association and its taking over maintenance management and administration of the common portions of the Buildings, common parts, general utilities or common portion of Flat/Duplex/Row Bunglow/Exclusive Bunglow, the said Owner/Promoter shall continue to maintain, manage and administer the same and the Purchaser/s shall pay to the Owner/Promoter proportionate share of the common expenses.

35. The Purchaser/s will/shall not take up wiring for electrical and telephone installations, television antenna and/or any other appliances or air conditioning units on the exterior of the property concerned that protrudes through the walls except as expressly authorized in writing by the Owner/Promoter and/or Association.

36. Till such time the said Flat/Duplex/Row Bungalow/Exclusive Bungalow is being separately assessed by the Illambazar Gram Panchayat or any Comptenant Authority and separate rate bills being issued, the Purchaser/s will/shall regularly and punctually pay proportionate share of the rates and taxes as assessed by the Illambazar Gram Panchayat/or any Competent Authority on the whole building and/or the premises to the Owner/Promoter or the association (upon its formation) within such time as may be prescribed by the Owner/Promoter or the Association. The proportion of the Purchaser/s in the rates and taxes and also otherwise hereunder be determined by the Owner/Promoter or the Association on the basis of the area of each Flat/Duplex/Row Bungalow/Exclusive Bungalow in the said building and the Purchaser/s shall accept the same.

Upon the said Flat/Duplex/Row Bungalow/Exclusive Bungalow being separately assessed by the Illambazar Gram Panchayat or any other Competent Authority and separate rate bills being issued, the liability of the Purchaser/s for payment of his/her share towards the rates and taxes of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow to the Owner/Promoter or the Association shall determine. The Purchaser/s will/shall however, regularly and punctually pay all such rate bill and keep the Owner/Promoter and the Association as the case may be indemnified there from.

37. Upon formation of the Association/Holding Organization and its taking over maintenance and management of the building or buildings with the consent of the Owner/Promoter, the Owner/Promoter shall transfer to the Association and Holding Organization all the rights and obligations of the Owner/Promoter with regard to the common purpose (save those expressly or intended to be reserved by the Owner/Promoter) whereupon only the Association and Holding Organization shall be entitled to and obliged therefore. Upon such transfer the Co-owners and the Association and Holding Organization shall however remain liable to indemnify the Owner/Promoter from all liabilities due to non-fulfilment of their respective obligations hereunder by the Co-owners and/or the Association and/or Holding Organization.

38. It would be obligatory on the Purchaser/s to make payment of the liabilities herein mentioned to the Owner/Promoter or the Association or Holding Organization in whom the control and management of the building or buildings/Complex shall remain vested, in such manner as may be directed by the Owner/Promoter or the Association or the Holding Organization. In case the Purchaser/s fails or neglect to pay the amount payable and/or reserved under this present, the same shall carry interest at the rate of 12% (Twelve percent) per annum and it will be within the competence of the Owner/Promoter or the association or the Holding Organization to discontinue services to the Purchaser/s in his/her/its/their said Flat/Duplex/Row Bungalow/Exclusive Bungalow pending payment of such liabilities.

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39. In case at any time any demand is raised or any amount is realized from the Owner/Promoter by the Illambazar Gram Panchayat or by the State of West Bengal or by the Central Government for betterment fee, development tax or Panchayat tax or other tax or imposition in respect of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow in such case the Owner/Promoter and the Purchaser/s will/shall on demand pay to the Owner/Promoter the proportionate share thereof as determined by the Owner/Promoter as aforesaid.

40. The Purchaser/s will/shall not claim any separation or partition proportionate share in land or in the common areas and facilities.

THE SCHEDULE 'A' ABOVE REFERRED TO :
PART - I

TOTAL PROPERTY

ALL THAT Land measuring more or less 3 Acre 96 Decimal under L. R. Khatian No. 975, L.R. Dag No. 491, 492, 511, 512 & 514 under Mouza Kamarpara, J. L. No. 131, P.S. Illambazar, Illambazar Gram Panchayat, Dist. Birbhum, bordered RED in the MAP or PLAN annexed herewith, is butted and bounded as follows:-

ON THE NORTH : L. R. Dag No. 491, 493, 494, 495, 496, 497, 510, 507, 515.
ON THE EAST : 12'-0" WIDE ROAD & L. R. Dag No. 513/1154.
ON THE SOUTH : 100'-0" WIDE ROAD & L. R. Dag No. 489, 490.
ON THE WEST : PANCHAYAT ROAD.

OR HOWSOEVER OTHERWISE the said Property is butted bounded called known numbered described or distinguished.

THE SCHEDULE 'A' ABOVE REFERRED TO :
PART - II

SAID PROPERTY

A. ALL THAT Land measuring more or less 42 Decimal under L. R. Khatian No. 975, L. R. Dag No. 492 under Mouza Kamarpara, J. L. No. 131, P.S. Illambazar, Illambazar Gram Panchayat, Dist. Birbhum, bordered GREEN in the MAP or PLAN annexed herewith, is butted and bounded as follows :-

ON THE NORTH : L. R. Dag No. 493, 494, 495, 496, 497.
ON THE EAST : L. R. Dag No. 491.
ON THE SOUTH : PANCHAYAT ROAD & L. R. Dag No. 491.
ON THE WEST : PANCHAYAT ROAD.

OR HOWSOEVER OTHERWISE the said Property is butted bounded called known numbered described or distinguished.

B. ALL THAT Land measuring more or less 217 Decimal under L. R. Khatian No. 975, L.R. Dag No. 511 under Mouza Kamarpara, J. L. No. 131, P.S. Illambazar, Illambazar Gram Panchayat, Dist. Birbhum, bordered GREEN in the MAP or PLAN annexed herewith, is butted and bounded as follows :-

ON THE NORTH : L. R. Dag No. 510, 514.
ON THE EAST : 12'-0" WIDE ROAD & L. R. Dag No. 514, 513/1154.
ON THE SOUTH : 100'-0" WIDE METALLED ROAD & L. R. Dag No. 512.
ON THE WEST : L. R. Dag No. 491.

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OR HOWSOEVER OTHERWISE the said Property is butted bounded called known numbered described or distinguished.

THE SCHEDULE 'A' ABOVE REFERRED TO :

PART - III

BALANCE PROPERTY

A. ALL THAT Land measuring more or less 57 Decimal under L. R. Khatian No. 975, L. R. Dag No. 491 Under Mouza Kamarpara, J. L. No. 131, P.S. Illambazar, Illambazar Gram Panchayat, Dist. Birbhum, bordered YELLOW in the MAP or PLAN annexed herewith, is butted and bounded as follows :-

ON THE NORTH : L. R. Dag No. 491, 492.
ON THE EAST : L. R. Dag No. 511.
ON THE SOUTH : L. R. Dag No. 489, 490.
ON THE WEST : PANCHAYAT ROAD.

OR HOWSOEVER OTHERWISE the said Property is butted bounded called known numbered described or distinguished.

B. ALL THAT Land measuring more or less 24 Decimal under L. R. Khatian No. 975, L.R. Dag No. 512 Under Mouza Kamarpara, J. L. No. 131, P.S. Illambazar, Illambazar Gram Panchayat, Dist. Birbhum, bordered YELLOW in the MAP or PLAN annexed herewith, is butted and bounded as follows :-

ON THE NORTH : L. R. Dag No. 511.
ON THE EAST : L. R. Dag No. 511.
ON THE SOUTH : 100'-0" WIDE METALLED ROAD.
ON THE WEST : L. R. Dag No. 489.

OR HOWSOEVER OTHERWISE the said Property is butted bounded called known numbered described or distinguished.

THE SCHEDULE 'A' ABOVE REFERRED TO :

PART - IV

LAND FOR EXCLUSIVE BUNGALOW

ALL THAT Land measuring more or less 56 Decimal under L. R. Khatian No. 975, L.R. Dag No. 514 Under Mouza Kamarpara, J. L. No. 131, P.S. Illambazar, Illambazar Gram Panchayat, Dist. Birbhum, bordered VOILET in the MAP or PLAN annexed herewith, is butted and bounded as follows :-

ON THE NORTH : L. R. Dag No. 510, 507, 515.
ON THE EAST : 12'-0" WIDE ROAD & L. R. Dag No. 513/1154.
ON THE SOUTH : L. R. Dag No. 511.
ON THE WEST : L. R. Dag No. 511.

OR HOWSOEVER OTHERWISE the said Property is butted bounded called known numbered described or distinguished.

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THE SCHEDULE 'B' ABOVE REFERRED TO :

PART-I

SAID FLAT/DUPLEX/ROW BUNGALOW/EXCLUSIVE BUNGALOW

ALL THAT the residential Flat/Duplex/Row Bungalow/Exclusive Bungalow Being No. _____, _____Floor, Block No. _____, Block Name _____ of the Building having Carpet area of _____ square feet equivalent to _____ Sq. ft. of Built up area and _____ Sq.ft. of super built up area in the Complex named "AVIHITA" to be constructed at the said Property.

PART- II

The estimated date of making of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow ready for the purpose of delivery of possession is _____ with a grace period of 6(six) months. The aforesaid shall also be subject to Force Majeure.

PART-III

EXCLUSIVE TERRACE _____ Sq.ft. Carpet Area and/or EXCLUSIVE PRIVATE LAWN _____ Sq.ft. Carpet Area and EXCLUSIVE BALCONY _____ Sq.ft. Carpet Area attached with the said FLAT/DUPLEX/ROW BUNGALOW/ EXCLUSIVE BUNGALOW

THE SCHEDULE 'C' ABOVE REFERRED TO

PART-I

"PAYMENT PLAN"

AGREED CONSIDERATION
Consideration for the said Flat/Duplex/Row Bungalow/Exclusive Bungalow Rs. _____ Amount
(Rupees _____) only.

PART- II

PAYMENT SCHEDULE

The Agreed Consideration mentioned in PART- I OF THE THIRD SCHEDULE is to be paid to the Owner in the following manner:

- | | |
|--|-----|
| 1. Booking Amount (Stage on allotment) - | 5% |
| 2. Booking Amount (Stage on agreement) - | 15% |
| 3. On or before casting of 2nd Floor Slab | 30% |
| 4. On or before completion of Brick Work of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow | 30% |
| 5. Within 7 days of receipt of Notice for possession of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow | 20% |

100%

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THE SCHEDULE 'D' ABOVE REFERRED TO :

Additional Payments

- a) Price, cost, charges and expenses levied by the Owner/Promoter for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Flat/Duplex/Row Bungalow/Exclusive Bungalow, the Buildings, the said Property and/or the Project including the costs, charges and expenses for revision of the Plans.
- b) service tax/GST payable to Owner/Promoter.
- c) Sales tax, VAT, works contract tax, GST, betterment fee, development charges and any other tax, duty levy or charge that may be imposed or charged regarding the said Flat/Duplex/Row Bungalow/Exclusive Bungalow, the Buildings, the said Property and/or the Project payable to the Owner/Promoter.
- d) Proportionate price, costs, charges and expenses for generator, electrical sub-station, high tension line, transformer, wiring and cables and accessories used for their installation, electric meters, fire fighting equipment and other related equipment and accessories including for their acquisition and installation and for the equipment, instruments, additional facilities and conveniences for the Flat/Duplex/Row Bungalow/Exclusive Bungalow Owners that may be provided by the Owner/Promoter in the Buildings, the said Property and/or the Project payable to the Owner/Promoter.
- e) Charges for formation of the Association for the Common Purposes payable to the Owner/Promoter.
- f) Maintenance charges for one year.

In respect of the Additional Payments for which no time for payment is specified in this Agreement, the Purchaser agrees and undertakes to pay the same within (15) fifteen days of demand by the Owner/Promoter without raising any objection whatsoever.

DEPOSITS

- a) Deposit for electric supply/individual meter for the said Flat/Duplex/Row Bungalow/Exclusive Bungalow as per actual payable to the electricity supply authority.
- b) Deposit for any other item in respect of which payment is to be made by the Purchaser.
- c) Rs. 15/= per Sq.ft. payable to the Owner/Promoter for Corpus Fund as maintenance deposit.
- d) Rs. 80/= per Sq. ft. payable to the Owner/Promoter for transformer/generator for common portions and other amenities in common portions.

The Deposit shall be paid by the Purchaser to the Owner/Promoter within (15) fifteen days of demand without raising any objection whatsoever regarding the same.

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THE SCHEDULE 'E' ABOVE REFERRED TO :

SPECIFICATIONS

Foundation	: RCC Foundation
Structure	: RCC framed
Brick Walls	: 8" and 5"
FLOORING & WALLS	
ROOMS	: Vitrified tiles
LIVING ROOMS	: Vitrified tiles
KITCHENS	
Flooring	: Heavy Duty Anti-Skid Tiles
Counter	: Granite
Sink	: Stainless Steel
Dado	: Ceramic Tiles (upto 2 feet above counter)

TOILETS

Flooring	: Anti-Skid Ceramic Tiles
Dado	: Ceramic tiles (up to 7 feet height)
Fixtures	: EPWC & Wash Basin of Reputed Brand (White Colour)
Fitting	: CP Fitting of Reputed Brand

DOORS

Frames	: SAL Timber (Sal Wood)
Shutters	: 35MM Thick Good Quality Flash Door
Main Doors	: 35 MM Thick Flash Door with Exterior Veneer Panelling

WINDOWS

INTERNAL FINISHES	: Aluminum Windows with glass panels
EXTERNAL FINISHES	: Wall Putty.
ELECTRICAL	: Good quality Weather-proof paint/Texture Paint
	: Concealed copper wiring and modular switches with Provision for AC, TV & Telephone points and Geyser point in toilets

LIFT

	: Lift in All Buildings (Except Row Bungalows)
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THE SCHEDULE 'F' ABOVE REFERRED TO :

COMMON EXPENSES AND GENERAL EXPENSES

- i. **GENERAL** : All costs and expenses for maintaining, repairing, redecoration and doing all acts, deeds and things which are necessary for maintaining and beautifying the whole complex and the said Buildings. The expenses for maintaining the gutters and water pipes, drains and electric wires for the complex and the said Buildings and used and enjoyed by the Purchaser in common with other Purchasers/occupiers and in common with other occupiers of the whole complex and all expenses for maintaining the said Building, Main Entrance, Landing, Staircases of the Buildings and Boundary walls of the Main Complex and the costs of cleaning and lightening the whole complex as well as the said building and keeping the said, back and front space of the complex and the building.
- ii. **ASSOCIATION** : All costs and expenses for establishment and incorporation and registration of the Association for the whole complex. Proportionate expenses for the Association will be paid by the Purchaser including the costs of its formation, establishment and registration.
- iii. **OPERATIONAL** : The expenses for day to day maintenance of the whole complex particular building and such expenses to be incurred by Association will be borne by the Flat/Duplex/Row Bungalow/Exclusive Bungalow holders proportionately including the salary of the staffs of the Association.
- iv. **RESERVES** : Creation of funds replacement, for renovation and/or other periodic expenses.

THE SCHEDULE 'G' ABOVE REFERRED TO :

COMMON PORTIONS

- a) Lobbies, passages, staircases, landings, corridors of the said Building.
- b) Driveways and internal paths and passages in the said Property.
- c) Lift pits, chute and lift machine rooms.
- d) Common drains, sewers, pipes and plumbing equipments.
- e) Water supply from deep tube well/ Panchayat
- f) Common underground water reservoir.
- g) Overhead water tank in the said Building (save which are with individual Row Bungalow and Exclusive Bungalow).
- h) Wires, switches, plugs and accessories for lighting of common areas.
- i) Master/Disc Antenna for satellite television, cable T.V. together with its accessories if installed or provided (or if any).
- j) Water Pump and motor and water pump room (if any).
- k) Lifts and lift machinery and other equipments
- l) Common toilets
- m) Room for Darwans.
- n) Common electrical wiring, meters, fittings and fixtures for lighting of common areas.
- o) Boundary walls and Main Gate/Gates
- p) HT/LT room/space (if any).
- q) Electricity meter room/space
- r) Generator room/ space (if any)
- s) Fire fighting equipments in the Buildings (if any)
- t) Any other area as per prevailing Act and Rule.

Note : Land within balance area measuring more or less 33 Decimal bordered BLUE on the MAP or PLAN annexed herewith will be used as common area by the Owners of Flat/Duplex/Row Bungalow/Exclusive Bungalow within the Project without having any Ownership right.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

SIGNED, SEALED AND DELIVERED
by the Owner/Promoter at Bolpur in the
presence of:

.....
(Signature of the Owner/Promoter)

- 1.
- 2.

1.

SIGNED, SEALED AND DELIVERED
by the PURCHASER at Bolpur in the
presence of:

2.

.....
(Signature of the PURCHASER/S)

- 1.
- 2.

Received from the Purchaser the within mentioned sum of Rs..... (Rupees
.....) only paid in favour of
JHINUK CONSTRUCTIONS as per memo below:

MEMO OF CONSIDERATION

DATE	CH.NO.	BANK NAME	AMOUNT IN RS.
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Additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out in the WBHIRA Act and the Rules and Regulations made there under)

