

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

36AB 753054

THIS MEMORANDUM OF AGREEMENT FOR SALE made this the _____
Day of _____, 20____ (Two thousand _____)

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 (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 : Ctd.p/2

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Proprietor

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AND

1. MR/MRS _____, son/wife of _____, Holding PAN: _____, Holding AADHAR: _____, By religion _____, By Profession _____, Residing at _____, P.O. _____, P.S. _____, Dist. _____, PIN _____, State _____,

2. MR/MRS _____, son/wife of _____, Holding PAN: _____, Holding AADHAR: _____, By religion _____, By Profession _____, Residing at _____, P.O. _____, P.S. _____, Dist. _____, PIN _____, State _____,

hereinafter referred to as "the PURCHASER/S" (which term or expression shall unless excluded by or repugnant to the context be deemed to include his/her/their/its heirs, executors, administrators representatives, successors and/or assigns) 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 ADDITIONAL PAYMENTS shall mean the additional payments mentioned in Part- I of the Fourth Schedule hereto which are to be paid by the Purchaser to the Owner in addition to the Agreed Consideration and shall also include any other additional amounts that may be required to be paid by the Purchaser;

A.2 AGREED CONSIDERATION shall mean the consideration mentioned in Part- I of the Third Schedule hereto payable by the Purchaser to the Owner for acquiring the said Flat/Duplex/Row Bungalow/Exclusive Bungalow;

A.3 ARCHITECT(S) shall mean such person or persons as may be appointed from time to time by the Owner for the purpose of this Project;

A.4 ASSOCIATION shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Owner, the Owner and the representatives of all the buyers of Flat/Duplex/Row Bungalow/Exclusive Bungalow and which shall be formed or incorporated at the instance of the Owner for the Common Purposes with such rules and regulations as shall be framed by the Owner;

A.5 BALANCE PROPERTY shall mean ALL THAT Land measuring more or less 57 Decimal under L. R. Dag No. 491 and Land measuring more or less 24 Decimal under L. R. Dag No. 512, under L. R. Khatian No. 975, Mouza Kamarpara, J. L. No. 131, P.S. Illambazar, Illambazar Gram Panchayat, Dist. Birbhum, bordered YELLOW in the MAP or PLAN annexed herewith, more fully

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A.6 **BOOKING MONEY** shall mean the 20% of the total consideration as per term of this Agreement.

A.7 **BUILDINGS** shall mean Buildings to be constructed by the Owner on the land comprised in the said Property;

A.8 **BUILT-UP AREA** in relation to a Flat/Duplex/Row Bungalow shall mean the plinth area of that Flat/Duplex/Row Bungalow (including the area of bathrooms, balconies, etc. appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two or more Flat/Duplex/Row Bungalow then 1/2 (one-half) of the area under such wall, column or pillar shall be included in such Flat/Duplex/Row Bungalow and in relation to a Exclusive Bungalow shall mean the plinth area of that Exclusive Bungalow (including the area of bathrooms, balconies, etc. appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein.

A.9 **CARPET AREA** shall mean the net usable floor area of an apartment, excluding the area covered by external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by internal partition walls of the apartment.

A.10 **CLUB** shall mean and includes the Land area with Building structures, amenities, facilities and equipment comprise therein delineated in YELLOW colour on the PLAN to be built and constructed by the Owner and to be absolute Owner of the Club, but all Flat/Duplex/Row Bungalow/Exclusive Bungalow Owners have to be member of the Club upon payment to Owner as mentioned hereinafter. A person purchasing more than one unit shall be member once only and shall deposit for single club membership.

A.11 **COMMON EXPENSES** shall mean and include all expenses to be incurred payable and contributable proportionately by the Flat/Duplex/Row Bungalow/Exclusive Bungalow Owners for the maintenance, management, upkeep and administration of the Buildings, the said Property, the Common Portions therein and the said Property and the expenses for rendering of services for the Common Purposes;

A.12 **COMMON PORTIONS** shall mean such common areas, facilities and installations in the Buildings and the said Property, like common staircases, landings, lobbies, lifts, passages, underground water reservoir, overhead water tank, water pump with motor and common electrical and plumbing installations mentioned in the FIFTH SCHEDULE hereto;

A.13 **COMMON PURPOSES** shall mean and include the purposes of maintaining and managing the said Property, the Buildings and in particular the Common Portions rendering of the services in common to the Flat/Duplex /Row Bungalow/Exclusive Bungalow Owners, collection and disbursements of the Common Expenses and dealing with the matters of common interest of the Flat/Duplex/Row Bungalow/Exclusive Bungalow Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Flat/Duplex /Row Bungalow/Exclusive Bungalow exclusively and the

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A.14 CORPUS FUND shall mean the Fund comprising of the amounts to be paid/deposited and/or contributed by each Flat/Duplex/Row Bungalow/Exclusive Bungalow Owner, including the Purchaser herein, towards corpus fund which shall be held by the Maintenance Agency for the purpose of major repairs, replacements and additions to the Common Portions and other contingencies;

A.15 COMPLEX shall mean and include all the Flat/Duplex/Row Bungalow/Exclusive Bungalow and/or other space intended to be built and constructed by the Owner and/or constructed area capable of being exclusively held or occupied by Owner of any Flat/Duplex/Row Bungalow/Exclusive Bungalow together with Common Portions in common;

A.16 DATE OF POSSESSION shall mean the date on which the Purchaser takes actual physical possession or deemed possession of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow after discharging all his/her liabilities and obligations;

A.17 DEED OF CONVEYANCE shall mean the Deed of Conveyance to be executed by the Owner in favour of the Purchaser in respect of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow upon the Purchaser complying with all the obligations, paying and depositing all amounts in time and not committing any breach or default;

A.18 DEPOSITS shall mean the amounts mentioned in PART- II OF THE FOURTH SCHEDULE hereto and to be deposited by the Purchaser with the Owner and shall also include any other amount that the Owner may require the Purchaser to deposit;

A.19 DUPLEX shall mean the two storied residential Flat with or without exclusive Terrace with or without exclusive Private Lawn and/or other space intended to be built and constructed by the Owner and/or constructed area capable of being exclusively held or occupied by any Duplex Owner in the Buildings together with the right to use and enjoy the Common Portions in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Flat;

A.20 EXCLUSIVE BUNGALOW shall mean the residential Two or more storied Building having exclusive boundary wall having two gates one on the adjacent road side and other on the project side intended to be built and constructed on a Plot of Land under Dag No. 514 measuring more or less 56 Decimal, (Land being fully and particularly in the PART-IV of the FIRST SCHEDULE and Border VIOLET on the MAP or PLAN annexed herewith) by the Owner and/or constructed area capable of being exclusively held or occupied by Bungalow Owner together with exclusive use rights in respect of exclusive four side private lawn, swimming pool, and all other facility and amenities to be constructed and/or available in the Ground Floor together with the right to use and enjoy the Common Portions of the Project in common and wherever the context so intends

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A.21 EXCLUSIVE PRIVATE LAWNS shall mean the appurtenant open garden area on the Ground Floor around/adjoining only with the Duplex/Row Bungalows and Exclusive Bungalows each of which shall be attached appurtenant only to Duplex/Row Bungalows and Exclusive Bungalows and shall be exclusively used by the occupants of such specified Duplex/Row Bungalows and Exclusive Bungalows only.

A.22 EXCLUSIVE PRIVATE TERRACE shall mean the appurtenant open Terrace adjoining only some of the Flat/Duplex/Row Bungalows/Exclusive Bungalows in some of the Buildings each of which shall be attached and appertained only to specified Flat/Duplex/Row Bungalows/Exclusive Bungalows of the Building and shall be exclusively used by the occupants of such specified Flat/ Duplex/Row Bungalows/Exclusive Bungalows.

A.23 EXCLUSIVE USE RIGHTS shall mean the exclusive right and entitlement of use and enjoyment of the Exclusive Private Lawn appurtenant to a particular Duplex/Row Bungalow/Exclusive Bungalow (on the Ground Floor) by the Owners and/or occupants (along with their guests and visitors) of the Duplex/Row Bungalow/Exclusive Bungalow only TOGETHER WITH right to transfer and entitlements along with the transfer of the said Duplex/Row Bungalow/Exclusive Bungalow and also mean the exclusive right and entitlement of use and enjoyment of the Exclusive Terrace appurtenant to a particular Flat/Duplex/Row Bungalow/Exclusive Bungalow by the Owners and/or occupants (along with their guests and visitors) of the Flat/Duplex/Row Bungalow/Exclusive Bungalow only TOGETHER WITH right to transfer and entitlements along with the transfer of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow.

A.24 FLAT shall mean the residential Flat with or without exclusive Terrace and/or other space intended to be built and constructed by the Owner and/or constructed area capable of being exclusively held or occupied by any Flat Owner in the Buildings together with the right to use and enjoy the Common Portions in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Flat;

A.25 FORCE MAJEURE shall include natural calamities, Acts of God, floods, earthquakes, riots, wars, storms, cyclones, tempests, fire, civil commotion, civil wars, air raids, general strikes, lockouts, transport strikes, strikes/shortage or unavailability of construction materials, acquisitions, requisitions, notices or prohibitory orders from Panchayat or any other statutory body or any Court, government action or regulations, new and/or changes in Panchayat or other rules, laws or policies affecting or likely to affect the Project, and/or any reasons/circumstances beyond the control of the Owner;

A.26 MAINTENANCE AGENCY shall mean the Owner or any association syndicate, committee, body society or company, formed/incorporated/appointed by the Owner for the Common Purposes;

A.27 MAINTENANCE CHARGES shall mean the proportionate amount of Common Expenses payable monthly by the Purchaser initially to the Owner and

A.28 PANCHAYET shall mean Illambazar Gram Panchayat and its different departments and officers and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans;

A.29 PLAN shall mean the Plan dated 16-09-2016 bearing Receipt No. 03150545 sanctioned by the Panchayat and/or dated 16-09-2016 bearing Memo No. 1914/I(3)/I/GEN/B.P./BZP/2016 sanctioned by the Zilla Parishad for construction of residential buildings and shall also include, wherever the context permits, such other plans that may be sanctioned including variations/modifications therein, if any, as well as all revisions, renewals and extensions thereof, if any;

A.30 PROJECT shall mean the work of development of the Land, construction and completion of the Buildings, marketing and sale of the Flat/Duplex/Row Bungalow/Exclusive Bungalow and other rights, handing over of possession of the completed Flat/Duplex/Row Bungalow/Exclusive Bungalow to the Flat/Duplex/Row Bungalow/Exclusive Bungalow Owners and execution and registration of the Deeds of Conveyance/in favour of the Flat/Duplex/Row Bungalow/Exclusive Bungalow owners;

A.31 PROJECT ADVOCATES shall mean such advocate/advocates to be appointed by the Owner and to prepare this Memorandum who shall prepare all legal documentation regarding the development, construction, sale and transfer of the said Property, the Buildings and the Flat/Duplex/Row Bungalow/Exclusive Bungalow therein, including the Deeds of Conveyance;

A.32 PROPORTIONATE with all its cognate variations shall mean such ratio as the Carpet Area of any Flat/Duplex/Row Bungalow/Exclusive Bungalow or Flat/Duplex/Row Bungalow/Exclusive Bungalow is in relation to the Carpet Area of all the Units in the Complex;

A.33 PURCHASER shall mean and include:

- a) If he/she be an individual, then his/her respective heirs, executors, administrators, legal representatives and permitted assigns;
- b) If it be a Hindu Undivided Family, then its members for the time being and their respective heirs, executors, administrators, legal representatives and permitted assigns;
- c) If it be a Company or a Limited Liability Partnership under the Limited Liability Partnership Act, 2008, then its successor or successors in interest and permitted assigns;

- d) If it be a Partnership Firm under the Indian Partnership Act, 1932, then its partners for the time being and their respective heirs, executors, administrators, legal representatives and permitted assigns;

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e) If it be a Trust, then its Trustees for the time being and their successor(s)-in-office and assigns,

A.34 RIGHTS ON PURCHASER'S DEFAULT shall mean the rights mentioned in the PART - I OF THE NINTH SCHEDULE hereto to which the Owner shall be entitled in case of any default or breach by the Purchaser;

A.35 RIGHTS ON OWNER'S DEFAULT shall mean the rights mentioned in the PART - II OF THE NINTH SCHEDULE hereto to which the Purchaser shall be entitled in case of any default or breach by the Owner;

A.36 ROW BUNGALOW shall mean the residential three storied Buildings with Terrace intended to be built and constructed by the Owner and/or constructed area capable of being exclusively held or occupied by any Row Bungalow Owner in the Row Building together with exclusive use rights in respect of exclusive private lawn in the Ground Floor together with the right to use and enjoy the Common Portions in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Row Bungalow;

A.37 SAID FLAT/DUPLEX/ROW BUNGALOW/EXCLUSIVE BUNGALOW shall mean the said ALL THAT Flat/Duplex/Row Bungalow/Exclusive Bungalow Being No. _____, _____ Floor, Block No. _____, Block Name _____ with or without exclusive Terrace, Private Lawn and the right to use and enjoy the Common Portions and wherever the context so intends or permits, shall include the said Undivided Share, particularly described in the SECOND SCHEDULE;

A.38 SAID PROPERTY shall mean ALL THAT Land measuring more or less 2 Aca 59 Decimal under L. R. Khatian No. 975, L. R. Dag No. 492 & 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, more fully and particularly described in the PART - II of the FIRST SCHEDULE;

A.39 SUPER BUILT UP AREA shall mean for the purposes of the assessment of stamp duty and registration fees and for Corpus Fund payable, 20% on Built up Area.

A.40 TOTAL PROPERTY shall mean ALL THAT Land measuring more or less 3 Aca 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, more fully and particularly described in the PART - I of the FIRST SCHEDULE;

A.41 UNDIVIDED SHARE in relation to a Flat/Duplex/Row Bungalow/Exclusive Bungalow shall mean the proportionate variable undivided indivisible and impartible share in the common area to be constructed at the SAID PROPERTY and which is attributable to the Flat/Duplex/Row Bungalow/Exclusive Bungalow; Ctd P/8

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A.42 Flat/Duplex/Row Bungalow/Exclusive Bungalow OWNERS shall, according to its context, mean all purchasers and/or intending purchasers of different Flat/Duplex/Row Bungalow/Exclusive Bungalow including the Owner in respect of such Flat/Duplex/Row Bungalow/Exclusive Bungalow as may be retained and/or not alienated and/or not agreed to be alienated for the time being by them;

A.43 MASCULINE GENDER used in this Memorandum shall include the feminine and neuter gender and vice versa and SINGULAR NUMBER shall include the plural and vice versa.

A.44 SINGULAR number shall include plural numbers and vice-versa.

A.45 ZILLA PARISAD shall mean Birbhum Zilla Parisad and its different departments and officers and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans;

B. 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 Panchayat, Dist. Birbhum, bordered RED in the MAP or PLAN annexed herewith, more fully and particularly described in the PART- I of the FIRST SCHEDULE hereinafter called and referred as the TOTAL PROPERTY.

B.1 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 Panchayat, 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.

B.2 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 Panchayat, 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.

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B.3 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 Panchayat, 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.

B.4 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 Panchayat, 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.

B.5 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 Panchayat, 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.

B.6 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 Panchayat, 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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B.7 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 Panchayat, 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.

C. After the purchase of the above mentioned Land, Owner herein got his name mutated in the records of B. L. & L. R. O. Illambazar, under L. R. Khatian No. 975.

D. Thereafter Owner herein converted classification of Land from "Baid" into "Vastu/Housing Complex" 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).

E. 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).

F. The Owner has commenced construction in accordance with the Plan.

G. The Purchaser approached the Owner for being allotted for purchase the said Flat/Duplex/Row Bungalow/Exclusive Bungalow and the Owner agreed to make such allotment. The Purchaser/s has agreed to purchase on _____ the said Flat/Duplex/Row Bungalow/Exclusive Bungalow to be constructed by the Owner at and for the consideration mentioned in the PART- I OF THE THIRD SCHEDULE free from all encumbrances and charges and paid Rs. _____ (Rupees _____) as advance/booking money, fixing the rate of the Flat/Duplex//Row Bungalow/Exclusive Bungalow and allotment letter was issued, fixing the consideration.

NOW IT IS HEREBY DECLARED THAT THE PARTIES HERETO HAVE AGREED as follows:

1. ALLOTMENT

1.1 The Purchaser agrees to be allotted for purchase and the Owner agrees to allot to the Purchaser the said Flat/Duplex/Row Bungalow/Exclusive Bungalow free from all encumbrances on the terms and conditions recorded herein.

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03/09/2016

1.2 The Purchaser shall pay the Agreed Consideration, Additional Payments and Deposits in the manner specified herein and upon completion of such payments, the said Flat/Duplex/Row Bungalow/Exclusive Bungalow shall be deemed to have been absolutely allotted to the Purchaser subject to the Purchaser first complying with and/or performing the terms conditions covenants and obligations required to be complied with and/or performed on the part of the Purchaser hereunder or by law.

1.3 After completion of allotment as mentioned above, the Owner shall execute the Deed of Conveyance in favour of the Purchaser in respect of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow in the manner stated herein.

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2. TITLE & PLANS

2.1 The Purchaser has independently examined or caused to be examined and is acquainted with, fully aware of and has thoroughly satisfied himself about the following:

- a. The title of the said Property and the documents relating thereto;
- b. The Plans sanctioned by the Illambazar Gram Panchayat and the necessary approvals and permissions;
- c. The right title and interest of each of the Owner in respect of the said Property; and
- d. The Carpet Area as well as built up area of said Flat/Duplex/Row Bungalow/Exclusive Bungalow.
- e. Payment to be made including Additional consideration.

2.2 The Purchaser undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives his right, if any, to do so.

3. CONSTRUCTION

3.1 The construction of the Buildings including the said Flat/Duplex/Row Bungalow/Exclusive Bungalow and the Common Portions shall be done by the Owner.

3.2 The Owner shall construct the Buildings as per the Plans and the applicable rules and regulations and shall use good quality materials and proper workmanship. The Buildings and the Common Portions shall be constructed and completed as per specifications mentioned in the Sixth Schedule hereto.

3.3 The Carpet Area of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow is tentative and is subject to final determination on completion and finishing of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow. The Purchaser confirms, accepts and assures that the decision of a surveyor or surveyors that the Owner may appoint from time to time (Surveyor) regarding the Carpet Area of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow shall be final and binding on the Purchaser. In case of variation in Carpet area, the cost of the Flat/Duplex/Row Bungalow/Exclusive Bungalow as well as all payments including additional consideration as per terms of this agreement, shall also correspondingly stand modified.

3.4 The Owner shall be entitled to make such changes, modifications, additions, alterations and/or variations regarding the construction and the specifications of the Buildings, the Common Portions and/or the said Flat/Duplex/Row Bungalow/Exclusive Bungalow as may be deemed necessary by the Owner and/or as may be required by any authority including the Panchayat/Zilla Parishad in consultation with the Architects and the same shall be within permissible and/or prevailing norms.

3.5 The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties.

3.6 The Purchaser shall not for any reason, directly or indirectly, at any time make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the construction or completion of the Buildings by the Owner and/or the transfer, sale or disposal of any Flat/Duplex/Row Bungalow/Exclusive Bungalow or portion of the Buildings. In default, the Purchaser shall be responsible and liable for all losses and damages which the Owner may suffer in this regard.

3.7 The Owner shall Endeavour to construct the said Flat/Duplex/Row Bungalow/Exclusive Bungalow and make the same ready for delivering possession thereof on or before the date mentioned in PART- II OF THE SECOND SCHEDULE hereto subject to Force Majeure and/or reasons beyond the control of the Owner, in which circumstances the time shall automatically stand suitably extended.

4. CONSIDERATION

The Agreed Consideration for transfer of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow is mentioned in PART- I OF THE THIRD SCHEDULE hereto and shall be paid by the Purchaser to the Owner in accordance with the Payment Schedule mentioned in PART- II OF THE THIRD SCHEDULE hereto. Time for payment shall be of the essence of the contract.

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✓ Same with floor.*

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5. ADDITIONAL PAYMENTS & DEPOSITS

5.1 The Purchaser shall also pay to the Owner the Additional Payments mentioned in PART- I OF THE FOURTH SCHEDULE hereto.

5.2 The Purchaser shall also pay to the Owner the amounts of the Deposits mentioned in PART- II OF THE FOURTH SCHEDULE hereto.

5.3 The amounts of the Additional Payments mentioned in PART- I OF THE FOURTH SCHEDULE and the Deposits mentioned in PART- II OF THE FOURTH SCHEDULE shall be paid by the Purchaser as mentioned in the said Schedules. In the event of the Owner being unable to quantify any amount at the initial stage, the Purchaser shall make payment on the basis of the estimates made by the Owner. In case of subsequent revision of estimates and/or upon quantification of the concerned amount(s), the Purchaser shall pay the balance/further amount(s) demanded by the Owner within 7 days of demand.

5.4 The Additional Payments and the Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Purchaser and the Owner shall become entitled to exercise the Rights on Purchaser's Default.

6. POSSESSION

6.1 The Owner shall Endeavour to make the said Flat/Duplex/Row Bungalow/Exclusive Bungalow ready for delivery of possession within the time period mentioned in PART- II OF THE SECOND SCHEDULE including grace period (Completion Time). The Completion Time shall stand extended in case of Force Majeure. The said Flat/Duplex/Row Bungalow/Exclusive Bungalow shall be deemed to be ready for delivery of possession upon the same being completed internally and reasonable ingress to and egress from the said Flat/Duplex/Row Bungalow/Exclusive Bungalow being provided along with temporary or permanent water, drainage, sewerage, electricity and lift facilities/connections. A Certificate from the Architect(s) regarding this shall be final and binding. The Owner shall thereafter issue a 15 days' Notice to the Purchaser calling upon the Purchaser to take possession of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow upon making payment of all dues and complying with all other outstanding obligations of the Purchaser at the relevant time. It shall not be obligatory for the Owner to complete the Common Portions in all respects before giving the above Notice.

6.2 The Purchaser shall be entitled to receive possession of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow only upon prior payment of all his/her dues including the Agreed Consideration, the Additional Payments and the Deposits and also upon due compliance with and/or performance of all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Purchaser in pursuance of this Memorandum or

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otherwise required by law. The obligation to take over possession of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow shall arise only thereafter. In this regard it is clearly understood and agreed by the Purchaser that all the noted conditions will be conditions precedent to the Purchaser taking possession of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow.

6.3 In the event of the Purchaser not making full payment and/or not complying with any of his obligations and/or not taking possession of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow within a period of 15 days from the date of issue of the Notice under Clause 6.1 hereinbefore, the Purchaser shall be deemed to have committed default entitling the Owner to the Rights on Purchaser's Default.

6.4 The Purchaser shall not have any right or lien in respect of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow till physical possession is made over to him after payment of all amounts by him and the only entitlement of the Purchaser shall be to complete the purchase of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow in terms of this Memorandum.

6.5 With effect from the Date of Possession or the date of expiry of the period specified in the Notice mentioned in Clause 6.1 hereinbefore, whichever is earlier, the Purchaser shall be deemed to have fully satisfied himself regarding the construction, specifications, Carpet area, workmanship, materials used and structural stability and completion of the Buildings, the Common Portions and the said Flat/Duplex/Row Bungalow/Exclusive Bungalow and shall not thereafter be entitled to raise any objection or make any claim regarding the same.

6.6 After the Date of Possession or from the date of execution of the Deed of Conveyance, the Purchaser shall apply for mutation to the Authorities and shall take all necessary steps and complete at his own costs, the mutation of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow in his name within 3 months thereafter.

6.7 From the Date of Possession or the date of expiry of the period specified in the Notice mentioned in Clause 6.1 hereinbefore, whichever is earlier, all outgoing, charges, rates, taxes, levies, deposits including security deposits or assessments pertaining to the said Flat/Duplex /Row Bungalow/Exclusive Bungalow, including proportionate share of the common expenses/maintenance charges shall become payable by the Purchaser notwithstanding anything to the contrary contained elsewhere in this Memorandum.

7. ALIENATION

7.1 Until a Deed of Conveyance is executed in favour of the Purchaser, the Purchaser shall not be entitled to mortgage or encumber or assign or alienate or dispose of or deal in any manner whatsoever with the said Flat/Duplex/Row Bungalow/Exclusive Bungalow or any portion thereof and/or any right or benefit

of the Purchaser in the said Flat/Duplex/Row Bungalow/Exclusive Bungalow and/or under this Memorandum ("Alienation") unless all the following conditions are complied with:-

- a) There has been no default whatsoever by the Purchaser in compliance with and/or performance of any of the Purchaser's covenants, undertakings and obligations under this Memorandum or otherwise.
- b) The Purchaser has made full payment of the Agreed Consideration, the Additional Payments and Deposits due or payable till the time of such Alienation.
- c) The Purchaser or the assignee, nominee, etc. pays to the Owner a sum of Rs. 50/= per Sq. ft. of Carpet area as transfer charges (hereinafter referred to as "the Transfer Charges").
- d) Prior consent in writing is obtained from the Owner regarding the proposed Alienation.
- e) Provided however that no Transfer Fee shall be payable in case of transfer to the mother or father or spouse or child of the Purchaser. It is further clarified that inclusion of a new joint Purchaser or change of a joint Purchaser shall be treated as a transfer unless such joint Purchaser is a mother or father or spouse or child of the original Purchaser.

7.2 If the Purchaser wants to cancel this Agreement then booking amount/money and also all outgoings such as Administrative Charges, Advocate Charges, GST and others taxes as the case may be for the said Flat/Duplex/Row Bungalow/Exclusive Bungalow will be cancellation charge only then Owner will refund the advance taken from the Purchaser after deducting the cancellation charge as mentioned hereinabove but such payment will be made to the Purchaser only after getting a New Purchaser for the said Flat/Duplex/Row Bungalow/Exclusive Bungalow.

7.3 After completion of the execution and registration of the Deed of Conveyance in favour of the Purchaser, the Purchaser may deal with or dispose of or assign or alienate the said Flat/Duplex/Row Bungalow/Exclusive Bungalow subject to the following conditions:

- a) The said Flat/Duplex/Row Bungalow/Exclusive Bungalow shall be one lot and shall not be partitioned or dismembered in parts. In case of sale of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
- b) The transfer of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow by the Purchaser shall not be in any manner inconsistent with this Memorandum and/or the Deed of Conveyance and the covenants contained herein and/or the Deed of Conveyance shall run with the said Flat/Duplex/Row Bungalow/Exclusive Bungalow and/or transfer.

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The person(s) to whom the Purchaser may transfer/alienate the said Flat/Duplex/Row Bungalow/Exclusive Bungalow shall be made bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of this Memorandum and/or the Deed of Conveyance.

c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, Panchayat and other taxes etc. relating to the said Flat/Duplex /Row Bungalow/Exclusive Bungalow payable to the Owner, the Maintenance Agency, the Association and the Panchayat are paid by the Purchaser in full prior to the proposed transfer/alienation.

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8. DOCUMENTS RELATING TO TRANSFER

8.1 The Deed of Conveyance in respect of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow shall be prepared and finalized by the Project Advocate and the Purchaser agrees and undertakes to accept and execute such Deed of Conveyance.

8.2 The Purchaser agrees to sign and execute all other papers and documents that may be prepared by the Owner through the Project Advocate in connection with and/or relating to the transfer of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow.

8.3 The Purchaser shall, within 15 days of being required by the Owner accept, execute, complete and deliver to the Owner such executed documents, statements, declarations affidavits and authorities as be deemed reasonable by the Project Advocate relating to the transfer envisaged hereunder.

8.4 At any time after the completion of construction of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow, the Owner may intimate to the Purchaser his intention of executing the Deed of Conveyance and the Purchaser shall within one month of such intimation comply with all his obligations which are necessary for the execution and registration of the Deed of Conveyance. In default, the Purchaser shall be responsible and liable for all losses and damages which the Owner may suffer.

8.5 The Owner shall be required to execute the Deed of Conveyance and/or other papers and documents for transfer of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow only upon all the following conditions and obligations being satisfied and complied with by the Purchaser :-

a) The Agreed Consideration, the Additional Payments and Deposits are paid in full by the Purchaser;

b) The Purchaser is not in default in respect of any of his obligations;

c) All other amounts or dues payable by the Purchaser hereunder or in law in respect of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow are paid in full by the Purchaser including Maintenance Charges, electricity charges, Panchayat and other taxes and levies and other outgoings;

d) The Purchaser deposits with the Project Advocate the estimated amount of stamp duty, registration fee and other connected and miscellaneous expenses relating to the execution and registration of the Deed of Conveyance and/or requisite papers and documents;

9. RIGHTS

9.1 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 SECOND SCHEDULE hereto;

b. Right to use and enjoy the Common Portions described in the Fifth Schedule 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 SECOND SCHEDULE.

9.2 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:

a. The balance Property i.e. Land particularly described in PART- III OF THE FIRST SCHEDULE hereinafter mentioned.

b. 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.

c. Open and covered spaces in the Buildings and the said Property not included in the Common Portions mentioned in the Fifth Schedule hereto;

d. The Exclusive Terrace in respect of which Exclusive Use Rights are being granted with some Flats/Duplex/Row Bungalow/Exclusive Bungalow.

e. The Exclusive Lawns in respect of which Exclusive Use Rights are being granted with Duplex/Row Bungalow and Exclusive Bungalow.

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- f. Other Flats, Duplex/Row Bungalow and Exclusive Bungalow in the Buildings and/or the said Property;
- g. Any area/space that may be sanctionable and/or sanctioned from time to time for construction on the said Property;

9.3

a) 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 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 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.

b) 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.

9.4 The Purchaser confirms that he/she/they/it has agreed to purchase the said Flat/Duplex/Row Bungalow/Exclusive Bungalow with full knowledge that :-

- a) The Ownership of the Club which includes Land on the balance Property, all amenities facilities and utilities thereon will be always with the Owner or his nominee or nominees. Member ceased to have any right, title, interest over the club excepting user right as member of the club. Owner is sufficiently entitled to sale, convey, transfer the club with land, building and amenities to the outsider but the membership of the existing member will be continued if not otherwise disqualified.
- b) The membership of the Club shall not be transferable. A member shall automatically cease to remain a member of the Club, once he/she/they/it transfers/sales the Flat/Duplex/Row Bungalow/Exclusive Bungalow. However the initial membership deposit shall be refunded to the transferer (without interest), after the transferee becomes a member of the Club by depositing the then prevailing requisite membership refundable deposit (amount) at that point of time. However any statutory taxes/fees deposited with membership deposit shall not be refunded.
- c) The Owner shall have a club for the use of residents as well as for the outsider who are not a Purchaser of Flat/Duplex/Row Bungalow/Exclusive Bungalow within the Project and the residents as well as outsiders i.e. members of such club shall be required to make such payments as to be decided by the Owner.
- d) The Owner or his nominee or nominees shall have the right to operate and manage the club and to levy and recover charges for the same and the Purchaser shall be compulsorily required to make payment for such charges.
- e) The Owner or his nominee or nominees shall have the right to withdrawn club privileges to any defaulting Purchaser/member the Purchaser hereby gives his/her/its unfettered consent to the same.
- f) The rules and regulation pertaining to the regulation and management of the club shall be such as may be framed by the Owner or his nominee or nominees and each Purchaser/Member shall be bound by the same.
- g) The Membership shall be in the name of resident individual only i.e. no corporate membership shall be allowed. On a transfer of the Unit by the Purchaser, the Club Membership shall also stand transferred to such transferee, upon payment of deposit on the prevailing rate at that point of time. The Purchaser hereby acknowledges and agrees that he/she shall not be entitled to separately transfer the club membership but shall be refunded the initial membership deposit from the Club Authority without any interest and without any statutory taxes/fees he/she may have paid at that time, and only upon the new transferee becoming member of the club.

h) The Complex will be constructed by the Owner in two phases and on completion of two phases all common area will be completed. And after completion of the Complex Club will be opened but Purchaser has to deposit for Club as per terms of this Agreement.

9.5 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.

9.6 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 in this Clause 9.

9.7 Owner is sufficiently entitled to and shall have the exclusive right (1) to amalgamate the Land of the said Property with adjacent Plots of Land, (2) to avail the maximum permissible constructed area of Illambazar Gram Panchayat and also (3) to construct Building/s as may be sanctioned by the concerned authority. Purchaser/s agree and covenants not to raise any dispute, objections, hindrances or claim any right there to and the Purchaser/s hereby accord his/her/their/its irrevocable consent for the same.

9.8 The Owner reserves the right to acquire and develop the adjacent premises and have an integrated development by removing the boundary wall between two premises. Purchasers hereby accord his/her/their/its irrevocable consent for use of the passages, driveways of the said Property for egress and ingress to and from Road to such neighboring premises. Similarly, the occupants of the said Property will also have the right of use of passage driveways through such neighboring premises.

9.9 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, the Owner 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.

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9.10 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 and the Purchaser agrees and undertakes to accept the same notwithstanding there being minor variations.

9.11 The Owner 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 shall however make payment of the electricity consumed regarding the above on actual.

9.12 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 in this Clause 9.

10. MAINTENANCE & ENJOYMENT

10.1 The Buildings and the said Property shall initially be managed and maintained by Maintenance Agency/Owner.

10.2 As per prevailing Act and Rule and/or any new enactment of law, the Owner shall take steps for formation of the Association. Purchaser agrees to participate in the process of formation of the Association and become a part of it as and when invited by the Owner without any hindrance. Any association, company, syndicate, committee, body or society formed by any of the Flat/Duplex/Row Bungalow/Exclusive Bungalow Owners without the participation of the Owner shall not be entitled to be recognized by the Owner and shall not have any right to represent the Flat/Duplex/Row Bungalow/Exclusive Bungalow Owners or to raise any issue relating to the Buildings or the said Property. The maintenance of the Buildings shall be made over, to the Association by the Maintenance Agency/Owner and upon such making over the Association shall be responsible for the maintenance of the Buildings and the said Property.

10.3 The employees of the Maintenance Agency/Owner for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Purchaser hereby consents to the same and shall not be entitled to raise any objection thereto.

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10.4 All papers and documents relating to the formation of the Association shall be prepared and finalized through the Project Advocate and the Purchaser hereby consents to accept and sign the same.

10.5 The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.

10.6 All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Flat/Duplex/Row Bungalow/Exclusive Bungalow Owners of the Buildings including the Purchaser herein.

10.7 The rights of the Owner, the Maintenance Agency and the Association relating to certain matters are more fully specified in the Seventh Schedule hereto and the same shall be binding on the Purchaser.

10.8 The Purchaser shall from the Date of Possession use and enjoy the said Flat/Duplex/Row Bungalow/Exclusive Bungalow in the manner not inconsistent with his rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Flat/Duplex/Row Bungalow/Exclusive Bungalow Owner and/or the Owner.

10.9 The obligations and covenants of the Purchaser in respect of the user, maintenance and enjoyment of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow, the Common Portions, the Buildings and the said Property including payment of Maintenance Charges, electricity charges, Panchayat and other taxes and other outgoings are more fully specified in the Eighth Schedule hereto and the same shall be binding on the Purchaser. It is expressly made clear that in the event of the Purchaser not taking possession of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow within 15 days of the issue of Notice under Clause 6.1 hereinabove, the liability of the Purchaser to make payment of all costs, expenses and outgoings in respect of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow including for Maintenance Charges, electricity charges, Panchayat and other taxes and other outgoings shall immediately commence thereafter from the 16th day notwithstanding anything to the contrary contained in the Eighth Schedule hereto or elsewhere in this Memorandum. Such liability shall continue till the same is paid by the Purchaser or the Memorandum/ Allotment is cancelled/terminated.

11. DEFAULT

11.1 Failure to make payment of any amount payable by the Purchaser under this Memorandum on account of the Agreed Consideration and/or the Additional Payments and/or Deposits or otherwise within the specified time, or within 15 days of demand if no time is specified, shall amount to a default entitling the Owner to exercise all or any of the Rights on Purchaser's Default. Ctd.p/23

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11.2 Failure to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and obligations of the Purchaser or any breach or default regarding any of them shall amount to a default on the part of the Purchaser and the Owner shall be entitled to exercise all or any of the Rights on Purchaser's Default.

11.3 The Rights on Purchaser's Default are independent of each other and not alternative to each other and more than one of the said rights may be simultaneously exercised and/or enforced by the Owner regarding any default on the part of the Purchaser.

11.4 In case of default by the Owner, the Purchaser shall be entitled to claim as mentioned in PART-II OF THE NINTH SCHEDULE.

12. FORCE MAJEURE

In the event of any delay by the Owner in fulfilling any of his obligations herein due to Force Majeure or reasons beyond the control or reasonable estimation, then in that event the time for the relevant matter shall stand suitably extended. The Owner shall not be liable for any interest or damages in case of such delay, if any.

13. MISCELLANEOUS

13.1 The Project along with the Buildings to be constructed at the said Property have been named AVIHITA and the same shall always be known by the said name. The Purchaser and/or the Flat/Duplex/Row Bungalow/Exclusive Bungalow Owners and/or the Association shall not be entitled to change the said name and its logo under any circumstances whatsoever.

13.2 This Memorandum records the finally agreed terms and conditions between the parties. Any mutual modification or variation of any term or condition recorded in this Memorandum shall be valid only if the same is made in writing by all the parties hereto.

13.3 The transaction contemplated herein is a single transaction of sale and purchase of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event the Owner or any of them being liable to make payment of any Sales Tax, VAT, Works Contract Tax, GST or any other statutory tax or duty or levy in respect of this Memorandum or the transfer of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow contemplated hereby, the Purchaser shall be liable and agrees to make payment of the same at or before taking possession of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow.

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13.4 The Parties shall keep confidential all non-public information and documents concerning the transaction contemplated herein, unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.

13.5 Non-enforcement of any right by the Owner or any indulgence granted by the Owner to the Purchaser or any other Flat/Duplex/Row Bungalow/Exclusive Bungalow Owner shall not amount to any waiver of any of the rights of the Owner.

13.6 If at any time there be imposition of or enhancement of any tax, duty, levy, surcharge or fee (including service tax) GST under any statute or regulation on the said Property/the said Buildings and/or the said Flat/Duplex/Row Bungalow/Exclusive Bungalow or on the construction or transfer of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow or any portion thereof the same shall be borne and paid by the Purchaser wholly in respect of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow and proportionately in respect of the said Property/the said Buildings/Common Portions, without raising any objection thereto. The Owner shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Purchaser shall make such payment within 7 (seven) days of demand being made by the Owner and/or the concerned authority. It is expressly agreed that the same shall be the liability of the Purchaser and the Owner shall be entitled to recover the same from the Purchaser.

13.7 The Purchaser shall have no connection whatsoever with the other Flat/Duplex/Row Bungalow/Exclusive Bungalow Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Flat/Duplex/Row Bungalow/Exclusive Bungalow Owners (either express or implied) and the Purchaser shall be responsible to the Owner for fulfillment of the Purchaser's obligations irrespective of non-compliance by any other Flat/Duplex/Row Bungalow/Exclusive Bungalow Owner.

13.8 The Purchaser shall have the liberty to occasionally visit the said Property during the course of construction to see the progress of work only upon prior appointment with the Owner.

13.9 If any defect arises due to renovation work made by the Purchaser after taking possession of the Flat/Duplex/Row Bungalow/Exclusive Bungalow then Owner is not responsible for that and Purchaser at his own cost and expenses have to make good the defect.

13.10 If the Purchaser is a resident outside India, then it shall be his sole obligation and liability to comply with the provisions of all applicable laws including Foreign Exchange Management Act, 1999 (FEMA) and all other necessary requirements, rules, regulations, guidelines, etc. of the government or any other authority from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India.

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The Purchaser shall also furnish the required declaration/documents to the Owner on the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian origin, shall however, be made in Indian Rupees (currency).

13.11 The Flat/Duplex/Row Bungalow/Exclusive Bungalow Owners shall be entitled to take housing loans for the purpose of acquiring Flat/Duplex/Row Bungalow/Exclusive Bungalow in the Project from banks, institutions and entities granting such loans provided that such loans are in accordance with and subject to this Memorandum.

13.12 Imposition of or enhancement in any tax (including GST) duty levy surcharge charge or fee under any statute rule or regulation in respect of the said Property, the Buildings and/or the said Flat/Duplex/Row Bungalow/Exclusive Bungalow or the maintenance thereof or the transfer of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow, the same shall be borne and paid by the Purchaser proportionately or wholly as the case may be, without raising any objection thereto, within 7 days of demand being made by the Owner and the Owner shall not be liable for the same.

13.13 The Purchaser shall be responsible for and shall keep the Owner, Maintenance Agency and/or the Association indemnified of from and against all damages claims demands costs charges expenses and proceedings occasioned relating to the said Property or any part of the Buildings or to any person due to any negligence or any act deed thing or omission made done or occasioned by the Purchaser and shall keep the Owner indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Owner as a result of any act, omission or negligence of the Purchaser or the servants agents licensees invitees or visitors of the Purchaser and/or any breach or non-observance by the Purchaser of the Purchaser's covenants and/or any of the terms herein contained.

13.14 If any provision of this Memorandum or the application thereof, to any circumstance, shall be invalid or unenforceable to any extent, the remainder of this Memorandum shall not be affected thereby and each provision of this Memorandum shall be valid and enforceable to the fullest extent permitted by law. If any such provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner, which is not invalid, illegal or unenforceable. In case of New enactment of any new Law, Act, Rules if the Agreement is to be changed/modified then Parties will change/modify this Agreement accordingly.

13.15 This Memorandum has been prepared in duplicate. The original of this Memorandum has been made over to the Purchaser and it shall be the obligation and responsibility of the Purchaser to get it registered by the Project Advocate within the time as per law and to make payment of the appropriate stamp duty and registration charges payable in respect thereof, the Owner shall remain present to admit the execution thereof. The Purchaser hereby indemnifies and agrees to keep saved harmless and indemnified the Owner of from and against

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V. Suresh S. J. J. J.
Proprietor

all costs charges claims liabilities obligations actions penalty suits and proceedings whatsoever in the event of the Owner being saddled with any claim, liability or obligation relating to stamp duty and/or registration charges. In case of cancellation/termination of this Memorandum for any reason whatsoever, the Purchaser shall not be entitled to make any claim on account of stamp duty and/or registration charges under any circumstances whatsoever.

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Proprietor

14. NOTICES

All notices shall be sent by registered post/speed post/courier service with acknowledgment due at the last notified address of the addressee and shall be deemed to be served on the fourth day after the date of such despatch.

15. DISPUTE RESOLUTION

In case of any dispute or difference amongst or between any of the parties hereto arising out of and/or relating to and/or connected with the said Flat/Duplex/Row Bungalow/Exclusive Bungalow and/or this Agreement or any term or condition herein contained and/or relating to interpretation thereof, any party shall be entitled to refer the same to the arbitration. Each Party will appoint one Arbitrator from each side and third Arbitrator will be appointed by above mentioned two Arbitrators. The arbitration shall be held at Bolpur in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the Arbitrators shall have summary powers and may make interim orders and Awards and/or non-speaking Awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same.

THE FIRST SCHEDULE ABOVE REFERRED TO : PART - I TOTAL PROPERTY

ALL THAT Land measuring more or less 3 Aca 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 FIRST SCHEDULE 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.

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

THE FIRST SCHEDULE 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, 512.
ON THE WEST : PANCHAYAT ROAD.

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

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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. 491, 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.

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THE FIRST SCHEDULE 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.

THE SECOND SCHEDULE 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
Ctd p/29

EXCLUSIVE TERRACE _____ Sq. Ft. Carpet Area 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 THIRD SCHEDULE ABOVE REFERRED TO
PART - I
AGREED CONSIDERATION

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

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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)	05%
2. Booking Amount (Stage on agreement)	05%
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	30%
	100%

All Cheques/Demand Drafts/Pay Orders/Banker's Cheques to be issued in favour of JHINUK CONSTRUCTIONS.

THE FOURTH SCHEDULE ABOVE REFERRED TO
PART - I
ADDITIONAL PAYMENTS

(a) Price, cost, charges and expenses levied by the Owner 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.
- (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.
- (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 in the Buildings, the said Property and/or the Project payable to the Owner.
- (e) Charges for formation of the Association for the Common Purposes payable to the Owner.
- (f) Club membership fees.
- (g) 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 without raising any objection whatsoever.

PART- II 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 under Part- I of this Schedule.
- (c) Rs. 15/= per Sq.ft. payable to the Owner for Corpus Fund as maintenance deposit.
- (d) Rs. 75000 plus any statutory taxes/fees if applicable payable to the Owner as club membership deposit, which will be refunded by the Owner to the Purchaser at the time of transfer of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow by the Purchaser and transferee has to pay Club membership deposit at the prevailing rate at that point of time. The refundable amount will exclude the statutory taxes/fees that the owner may have already incurred.
- e) Rs. 80/= per Sq. ft. payable to the owner for transformer/generator for common portions and other amenities in common portions.

e) The Club Membership deposit is to be paid to the Owner in the following stages:

1. Stage on agreement	50%
2. Stage on giving Membership	50%
<hr/>	
	100%

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

THE FIFTH SCHEDULE ABOVE REFERRED TO :
PART - I
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.

THE FIFTH SCHEDULE ABOVE REFERRED TO :
PART- II
COMMON EXPENSES AND GENERAL EXPENSES

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- 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 SIXTH SCHEDULE 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)

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Proprietor

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	: Aluminum Windows with glass panels
INTERNAL FINISHES	: Wall Putty.
EXTERNAL FINISHES	: Good quality Weather-proof paint/Texture Paint
ELECTRICAL	: 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 SEVENTH SCHEDULE ABOVE REFERRED TO :
RIGHTS OF OWNER, 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 whose decision shall be final and binding on the Purchaser.

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.

THE EIGHTH SCHEDULE ABOVE REFERRED TO
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/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;
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;

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19. not to decorate the exterior of the Building otherwise than in the manner agreed by the Owner in writing or in the manner as near as may be in which it was previously decorated;
20. 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;
21. 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;
22. 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;
23. 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 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;
24. not to shift or obstruct any windows or lights in the said Flat/Duplex/Row Bungalow/Exclusive Bungalow or the Buildings;
25. 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 and/or the Association;
26. 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);
27. 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 and also subject to the condition that the same is not restricted under any other provision of this Memorandum;
28. 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;
29. not to block or occupy any pathway, passages, corridor, lobby in any manner whatsoever;

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30. 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;

31. not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Memorandum.

32. To co-operate with the Owner/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 Bungalow Holders of the Society of the complex.

33. 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/Association.

34. 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 Bungalow/Exclusive Bungalow in the said Building and other Buildings in the Complex.

35. 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.

36. 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.

37. 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.

38. 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 Bungalow/Exclusive Bungalow, the said Owner shall continue to maintain, manage and administer the same and the Purchaser/s shall pay to the Owner proportionate share of the common expenses.

39. 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 and/or Association.

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Shim Singh Jha

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40. 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 or the association (upon its formation) within such time as may be prescribed by the Owner or the Association. The proportion of the Purchaser/s in the rates and taxes and also otherwise hereunder be determined by the Owner 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 or the Association shall determine. The Purchaser/s will/shall however, regularly and punctually pay all such rate bill and keep the Owner and the Association as the case may be indemnified there from.

41. Upon formation of the Association and Holding Organization and its taking over maintenance and management of the building or buildings with the consent of the Owner, the Owner shall transfer to the Association and Holding Organization all the rights and obligations of the Owner with regard to the common purpose (save those expressly or intended to be reserved by the Owner) 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 from all liabilities due to non-fulfillment of their respective obligations hereunder by the Co-owners and/or the Association and/or Holding Organization.

42. The Purchaser/s will/shall pay to the Owner any Tax at such rate as be fixed by the authorities upon the construction cost paid by the Purchaser/s to the Developers and also pay all ancillary taxes and levies within 7 days of demand by the Owner upon the Purchaser/s.

43. It would be obligatory on the Purchaser/s to make payment of the liabilities herein mentioned to the Owner 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 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 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. Ctd.p/39

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44. In case at any time any demand is raised or any amount is realized from the Owner 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 Flat/Duplex/Row Bungalow/Exclusive Bungalow holder shall be liable to pay the same to Owner and the Purchaser/s will/shall on demand pay to the Owner the proportionate share thereof as determined by the Owner as aforesaid.

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

THE NINTH SCHEDULE ABOVE REFERRED TO
PART - I
RIGHTS ON PURCHASER'S DEFAULT

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Suman Singh
Proprietor

a) In case of default/delay in making payment of any amount payable under this Memorandum (including in particular the Third, Fourth and Eighth Schedules hereto) or otherwise by the Purchaser to the Owner, interest shall be payable by the Purchaser at the agreed rate of 12% per annum from the due date till the date of payment;

b) In case of there being a failure refusal neglect breach or default on the part of the Purchaser to perform or comply with any of the terms conditions covenants undertakings stipulations restrictions prohibitions and/or obligations, then the Owner shall be entitled to issue a Notice to the Purchaser calling upon the Purchaser to rectify and/or make good or set right the failure neglect refusal breach or default within one month from the date of issue of the said Notice. If the Purchaser does not comply with such Notice to the satisfaction of the Owner, then the Purchaser shall be liable to pay to the Owner compensation and/or damages that may be quantified by the Owner.

c) In case of default in payment of any amount payable hereunder or otherwise for more than one month after the due date thereof, and/or in case of the Purchaser not rectifying or making good any default breach failure refusal or neglect within one month from the date of issue of the Notice mentioned above, then in that event the Owner shall be entitled to cancel/terminate the Memorandum/Allotment.

d) In case of termination of the Memorandum/Allotment, without prejudice to the other rights which the Owner may have against the Purchaser, the Owner shall be entitled to deduct and retain a sum equivalent to 5% of the Agreed Consideration plus other outgoings as pre-determined and agreed liquidated damages for cancellation of the Memorandum/Allotment and the remaining sum received by the Owner from the Purchaser shall be refunded to the Purchaser without any interest within a period of two months from the date of resale of the said Flat/Duplex/Row Bungalow/Exclusive Bungalow to a new Purchaser.

- e) Upon cancellation/termination of the Memorandum/Allotment being made by the Owner, all rights and/or claims of the Purchaser, if any, against the Owner, the said Flat/Duplex/Row Bungalow/Exclusive Bungalow, the Buildings and/or the said Property shall stand extinguished and the owner shall be entitled to transfer deal with and dispose of in any manner the said Flat/Duplex/Row Bungalow/Exclusive Bungalow to any person on such terms and conditions as may be deemed fit and proper by the Owner and the Purchaser shall not be entitled to make or raise any objection, hindrance or claim regarding the same.
- f) If any act or omission of the Purchaser results in any interruption interference hindrance obstruction impediment or delay in the Project or the construction of the Buildings or any portion thereof including further constructions additions and/or alterations from time to time and /or in the transfer sale or disposal of any Flat/Duplex/Row Bungalow/Exclusive Bungalow or portion of the Buildings, then in that event the Purchaser shall also be liable to pay to the Owner compensation and/or damages that may be quantified by the Owner.
- g) Besides the aforesaid rights the Owner shall also be entitled to any other right to which the Owner may be entitled to in law by reason of any default or breach on the part of the Purchaser.

THE NINTH SCHEDULE ABOVE REFERRED TO
PART - II
RIGHTS ON OWNER'S DEFAULT

If the Owner fails to handover possession of Flat/Duplex/Row Bungalow/Exclusive Bungalow within time as mentioned herein including grace period subject to force majeure, inspite of Purchaser made payment in terms of this Agreement to the Owner and Purchaser is not in default then in that case Owner has to pay interest @12% per annum on the payment he has received and till such time possession is handed over.

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 at Bolpur in the
presence of

Jhinuk Constructions
Bisim Bijy Jhansi
Proprietor

.....
(Signature of the OWNER)

1.

2.

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

1.

2.

1.

2.

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

Jhinuk Constructions
Proprietor
[Handwritten Signature]

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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Drafted, Prepared & Printed By Me.

Abdul Hakim
Advocate, Bolpur Court
En. No. E-283/272/2011