

SL. No. 01 of 21/9/2018 of 2018

Notarial Certificate



TO ALL MEN THESE PRESENTS SHALL Come, I SARBANI MITRA appointed by the Government of India as a NOTARY being authorised to practice as such in the District of KOLKATA in the State of West Bengal within union of India do hereby verify, authenticate, certify, attest as under the execution of the instrument, do hereby declare that the paper writing collectively Market 'A' annexed hereto hereinafter called the paper WRITINGS, "A" are

presented before me by the Executants(S). M/s. Dhavitai Infrastructure

Add → Premises No. DN-51, Merlin Infinite, unit-60
Sector - X, Salt Lake City, Kolkata - 700091

Mrs. ^{Arati} Ruma Chowdhury

Add → 46A, Paikpara Row, Kolkata - 700037

herein after referred to as the executants (s) on this 21st days of September, Two thousand Eighteen.

The executant (s) having admitted the Execution of the "PAPER WRITINGS A" in respective hand (s) in the presence of the witnesses who as such subscribe (s) Signature (s) thereon and being satisfied as to the identity of the Executant (s) and the said execution of the "PAPER WRITING A" and satisfy that the said execution is in the respective hand (s) of the executant (s).

AN ACT WHEREOF being required of a NOTARY, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.

Notarial Stamp
on original

IN FAITH AND TESTIMONY WHEREOF I, the said NOTARY PUBLIC, have hereunto set and subscribed my hand and affix my Notarial seal of Office at SealDAH Court at SealDAH in the Dist. at Kolkata on this 21st day of September, Two thousand Eighteen.



AGREEMENT FOR FLAT

ROYAL ENCLAVE PHASE-I

BETWEEN

DEVELOPER – M/S. DHARITRI INFRAVENTURE PVT. LTD.

AND

PURCHASER(S) – MRS. RUMA CHOWDHURY & ANOTHER

भारतीय गैर न्यायिक

दस
रुपये

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TEN
RUPEES

Rs.10

INDIA NON JUDICIAL

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL



AGREEMENT FOR FLAT

THIS AGREEMENT FOR FLAT is made on this the 21st day of September Two Thousand and Eighteen (2018).

BETWEEN


S. MITRA
NOTARY Regd. No. -5515/08
Govt. of India
SEALDAH COURT
KOLKATA

Reema Choudhury

Sallai Choudhury

4197

07 SEP 2018

07 SEP 2018

No.....Rs. **10/-** Date.....

Name:.....

Address:.....

Vendor:.....

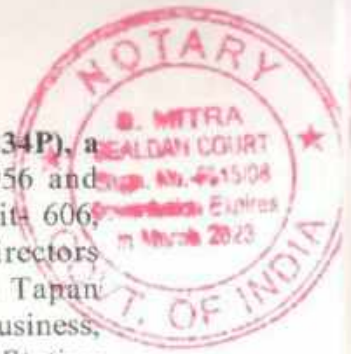
CHARITRI INFRAVENTURE PVT. LTD.
Dn-51, Merlin Infinite, 5th Floor, Unit 606
Sector V, Salt Lake City Kolkata-708091
E-mail : info@chartri-infra.com
Ph. No.-

Alipur Collectorate, 24 Pgs. (S)
SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Koi-27



MY SEAL
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M/S. DHARITRI INFRAVENTURE PVT. LTD. (having Pan AAFCD3234P), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Premises No. DN-51, Merlin Infinite, Unit- 606, Sector- V, Salt Lake City, Kolkata-700091, being represented by its Directors namely (1) SRI SUMAN JANA (having Pan AMCPJ4968J), son of Sri Tapan Kumar Jana, by faith – Hindu, by nationality – Indian, by occupation – Business, residing at Rupnarayan Pally, Village – Barbarisha, Post Office & Police Station – Kolaghat, District – East Medinipur, Pin – 721134, West Bengal and (2) SMT.DIPANWITA SAMANTA (having Pan CFRPS3473K), wife of Sri Suman Jana, by faith- Hindu, by nationality – Indian, by occupation – Business, residing at Village – Kouchandi, Post Office – Amalhandra, Police Station – Kolaghat, District – East Medinipur, Pin – 721134, West Bengal, hereinafter called and referred to as the “**VENDOR**” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **ONE PART**

A N D

1. **MRS. RUMA CHOWDHURY** (having PAN- AQIPC0371Q), Wife of – Partha Chowdhury, by faith-Hindu, by nationality -Indian, by occupation- Self Employed, 2. **PALLAVI CHOWDHURY** (having PAN- AWEPC2090C), Daughter of – Partha Chowdhury, by faith-Hindu, by nationality -Indian, by occupation- Self Employed, both are residing at- 46A, Paikpara Row, Kolkata-700037, hereinafter referred to as the “**PURCHASER(S)**” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their respective heirs, executors, administrators, representatives, successors-in –office and assigns) of the **OTHER PART**.

SECTION I # DEFENITIONS:

Unless, in this Agreement, there is something contrary or repugnant to the subject or context:

- (a) “**Added Areas**” shall mean any land or landed properties adjacent to or adjoining the said Premises or any part thereof that may from time to time be linked with the said Premises in terms of clause 10 and its sub clauses of this Agreement;
- (b) “**Appurtenances**” shall mean the appurtenances to the Designated Unit mentioned in **PART-II** of the **Second Schedule** hereunder written being the said share in the land;
- (c) “**Association**” shall mean any Association of Persons, Syndicate, Committee, and Society, Company or other body that may be formed of the Co-owners for the Common Purposes.
- (d) “**Building Premises**” shall mean and include the said Premises and the New Building with the Common Areas and installations and may include the added Areas in the eventuality and on the terms and conditions as contained in clause 10 and its sub clauses below;
- (e) “**Building Plan**” shall mean the plan for construction of (G+4) storied residential Building/Flat/Unit and/or Bungalow sanctioned by the Chandpur Gram Panchayet North 24-Parganas vide Building Plan dated 24.12.2015 and include all sanction able modifications thereof


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Govt. of India
SEALDAH COURT
KOLKATA

Ruma Chowdhury

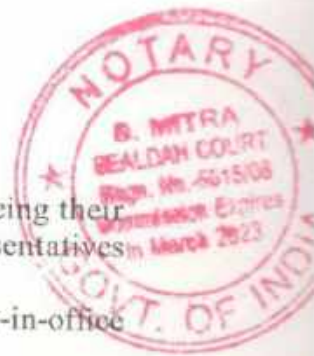
Pallavi Chowdhury



and/or alterations thereto as may be made by the Vendor with the approval of the Architects and/or the concerned authorities;

- (f) **“Common Areas and Installations”** shall according to the context mean and include the areas installations and facilities at the New Building and the said Premises as mentioned and specified in PART-I of the Third Schedule hereunder written and expressed or intended by the Vendor for common use and enjoyment of the Purchaser(s) in common with the Vendor and other persons permitted by the Vendor and save and except the same, no other part or portion of any of the New Building or the said Premises shall be claimed to be part of the Common Areas and Installations by the Purchaser(s) either independently or jointly with any other Co-owner/s;
- (g) **“Common Expenses”** shall mean and include all expenses for the Common Purposes including those mentioned in the Fourth Schedule hereunder written;
- (h) **“Common Purposes”** shall mean and include the purposes of managing maintaining and up-keeping the said Premises and the New Building and in particular the common Areas and Installations, rendition of common services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their respective Units exclusively and Common Areas and Installations in common;
- (i) **“Co-owners”** shall mean all the Purchaser(s) who from time to time have purchased and/or agreed to purchase any Flat/Unit/Bungalow/Car Parking Space and taken possession of such Flat/Unit/Bungalow/Car Parking Space including the Vendor for those units not alienated or agreed to be alienated by the Vendor;
- (j) **“Designated Block”** shall mean Building in which the Flat/Unit/Bungalow/Car Parking Space agreed to be purchased by the Purchaser(s) is situated.
- (k) **“Designated Unit”** shall mean the Unit described PART-I of the Second Schedule hereunder written;
- (l) **“Maintenance-In-Charge”** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes means M/s. Dharitri Infraventure Pvt. Ltd. in terms of the clause 9 and its sub clauses;
- (m) **“New Building”** shall for the time being mean the one individual building to be constructed by the Vendor from time to time at the said Premises;
- (n) **“Purchaser(s)”** shall mean one or more Purchaser(s) named above and include:-
- (i) In case of an individual, his/her/their heirs executors administrators legal representatives and/or assigns;
 - (ii) In case a partnership firm, its partners for the time being their respective heirs executors administrators legal representatives and/or assigns;


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Govt. of India
SEALDAH COURT
KOLKATA



- (iii) In case a partnership firm, its partners for the time being their respective heirs executors administrators legal representatives successors-in-office and/or assigns;
- (iv) In a case of a Company, its successors or successors-in-office and/or assigns;
- (v) In case not falling within any of the above categories, the constituent of the Purchaser(s) as its nature and character permits and their heirs, legal representatives or successors as the case may be and/or assigns;
- (o) **"Said Premises"** shall mean the property described in the **First Schedule** hereunder written;
- (p) **"Said share in the land"** shall mean the proportionate undivided indivisible share in the land comprised in the plinth of the Designated Block;
- (q) **"Units"** shall mean the independent and self-contained Flat/Unit/Bungalow/Car Parking Space and other constructed spaces in the New Building at the said Premises capable of the being exclusively held or occupied by a person;
- (r) **"Vendor"** shall mean the above named **M/s. Dharitri Infraventure Pvt. Ltd.** And include its successors or successors-in-office and/or assigns.
- (s) Words importing **masculine gender** shall according to the context mean and construe **feminine gender** and/or **neuter gender** as the case may be similar words importing **feminine gender** shall mean and construe **masculine gender** and/or **neuter gender**; Likewise words importing **neuter gender** shall mean the construe **masculine gender** and/or **feminine gender**;
- (t) Words importing **singular number** shall according to the context mean and construe the **plural number** and vice versa. Similarly words importing **singular number** shall include the **plural number** and vice versa;

SECTION -II # RECITALS:

The Vendor is seized and possessed of the said Premises. The facts about the devolution of the title in respect of the said Premises is as follows:

A1. Re: 49.5 (Forty Nine Point Five) Decimals equivalent to 29.95 (Twenty Nine point Nine Five) Cottahs 15 (fifteen) Chittacks 9(Nine) Sq. ft. be the same a little more or less lying situate at Mouza – Hudarait, J. L. No. 54, R.S. No. 224, Touzi No. 10, Pargana – kalikata comprised in R.S. & L.R Dag No. 2673(Dag Number may be change as per Sanctioned Schedule) appertaining to L.R Khatian No. 1933 under the Police Station Rajarhaat within the Limits of Chandpur Gram Panchayet, Additional District Sub Registration Office at Bidhannagar in the District of North 24 Parganas hereinafter referred to as "THE SAID PPREMISES":

By virtue of a Deed of Kobala dated **5th day of June, 1987** duly registered in the office of the Additional District Sub Registrar at Bidhannagar (Salt Lake City), in Book No. I, Volume No. 55, Pages 119 to 126, Being No. 2697 for the year 1987, one Sri Dhananjay Naskar, Sri Sanjay Naskar and Sri Mrityunjay Naskar purchased of piece of ALL THAT piece or parcel of a plot of danga land



containing by estimation n area of **49.50 Decimals** be the same a little more or less out of **3.69 Acres** including all easement rights and appurtenances thereto lying situate at Mouza – Hudrait, J. L. No. 54, Pargana – Kalikata comprised in **R.S. Dag No. 224(Dag Number may be change as per Sanctioned Schedule)** Touzi No- 10 comprise in C.S Dag No. 2666 corresponding to **R.S. &L.R Dag No. 2673** appertaining to R.S Khatian No. 260 corresponding to L.R Krishi Khaitian No. 477& 943 under the police Station of Rajarhat within the limits of Chandpur Gram Panchayet in the district of North- 24 Parganas particularly mentioned and described in the schedule there under written from therein named Vendor(s) free from all encumbrances whatsoever.

- (a) By virtue of the said purchase thus the said Sri Dhananjoy Naskar & Sri Sanjay Naskar became the absolute owners of 24.75 Decimals be the same a little more or less being the half share of the said purchased land measuring an area of 49.50 Decimals and the said Sri Mrityunjay Naskar became the absolute owner of 24.75 Decimals be the same a little more or less being the half share of the said purchased land measuring an area of 49.50 Decimals free from all encumbrances whatsoever.
- (b) While remained in absolute possession and enjoyment thereof the said Sanjay Naskar died intestate as a bachelor leaving behind him his surviving mother namely Smt. Parul Naskar, wife of Sri Hajari Pada Naskar as his only legal heir and successor and accordingly upon the demise of the said Sanjay Naskar his undivided half share of the said land measuring an area of 24.75 decimals left by him devolved upon his said legal heir and successor in accordance with the Hindu Law of Succession.
- (c) Thereafter By virtue of the said Deeds of Kobala dated 28th day of March, 2005 corresponding to 14th Chaitra, 1411 B.S duly registered in the office of the Additional District Sub- Registrar at Bidhannagar (Salt Lake City) in Book No. 1, Volume No. 197, Pages 23 to 36, Being No. 3190 for the year 2006, Sri Dhananjoy Naskar, Smt. Parul Naskar, Sri Hajari Pada Naskar and Smt. Jharna Naskar (Roy), the said Sri Dhananjoy Naskar & Smt. Parul Naskar with the consent and confirmation of the said Sri Hajari Pada Naskar & Smt. Jharna Naskar (Roy), indefeasibly sold transferred conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece and parcel of the said plot of land and premises containing by estimation an area of **24.75 Decimals** be the same a little more or less being the 1/2nd share of the said land measuring an area of 49.50 Decimals including all easement rights and appurtenances thereto lying corresponding to L.R Krishi Khaitian Nos. 477,943, 1489 & 1490 under the police Station of Rajarhat within the limits of Chandpur Gram Panchayat in the District of North 24 Parganas particularly mentioned and described in the Schedule there under written unto and in favor of the **Owner herein** namely **Khadija Bibi** free from all encumbrances whatsoever.

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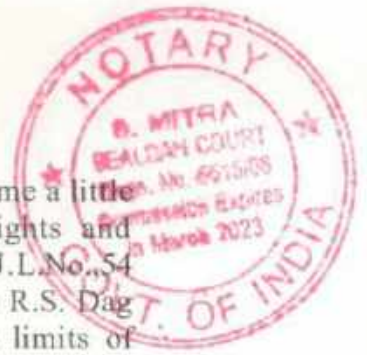
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 SEALDAH COURT
 KOLKATA

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- (d) After Purchase of the said plot of land the **Owner herein** the said **Khadija Bibi** mutated her name in respect thereof in the record of rights of the concerned B.L & L.R. Office under the **L.R. Khatian No. 1933** upon payment of relevant Khajanas thereof to the said concerned authority.
- (e) Thus the **Owner herein** the said **Khadija Bibi** became the absolute owner and seized and possessed of and/ or otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of the said plot of Sali land containing by estimation an area of **24.75 Decimals** be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza- Hudrait, J.L. No. 54, Pargana- Kalikata, R.S. No. 224, Touzi No. 10 comprised in **R.S. & L.R. Dag No. 2673** appertaining to **L.R. Khatian No. 1933** under the Police Station of Rajarhat within the limits of Chandpur Gram Panchyot in the District of North 24- Parganas particularly mentioned and described in the **First Schedule** hereunder written and hereinafter referred to as the **"SAID PROPERTY"** free from all encumbrances whatsoever.
- (f) By virtue of a Development Agreement dated **11th day of January, 2018** duly registered in the office of the Additional District Sub- Registrar at Rajarhat in **Book No. 1, being No. 152300331 for the year 2018** made between **Khadija Bibi** herein referred to as the Owner of the one part and **M/S DHARITRI INFRAVENTURE PVT. LTD** (having PAN **AAFCD 3234P**) a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at DN-51, Merlin Infinite Building, 6th Floor, Unit-606, Salt Lake, Sector-V, Post Office & Police Station – Electronic Complex, Kolkata- 700091, District- North 24 Parganas, being represented by its Directors namely (1) **SRI SUMAN JANA (having PAN AMCPJ4968J)** , Son of Sri Tapan Kumar Jana, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Rupnarayan Pally, Village- Barbarisha, Post Office & Police Station- Kolaghat, District- East Medinipur, Pin- 721134 and (2) **SMT. DIPANWITA SAMANTA (having PAN CFRPS3473K)**, wife of Sri Suman Jana, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at village- Kourchandi, Post Office- Amalhanda, Police Station- Kolaghat, District- East Medinipur, Pin- 721134 therein referred to as the Developer of the Other Part, **Khadija Bibi** desire to develop the said Property by constructing of a Multi Storied building thereon more particularly mentioned and described in the First Schedule hereunder written through the said Developer upon such terms and conditions as contained therein the said Development Agreement.
- (g) By virtue of a Deed of Kobala dated **5th day of June, 1987** duly registered in the office of the Additional District Sub-Registrar at Bidhannagar (Salt Lake City) in Book No.1, volume No.55, Pages 119 to 126, Being No. 2697 for the year 1987, Sri Narendra Nath Mondal, son of Late Gourhari Mondal and Smt. Sishubala Mondal, wife of Sri Narendra Nath Mondal of village- Kada indefeasibly sold transferred conveyed, assigned and assured for the consideration therein mentioned **ALL THAT** piece or parcel of a plot of Sali land

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NOTARY PUBLIC



containing by estimation an area of **24.75 Decimals** be the same a little more or less out of 3.69 Acres including all easement rights and appurtenances thereto lying situate at Mouza- Hudrait, J.L.No.,54 Pargana- Kalikata, R.S. No. 224, Touzi No. 10 comprised in R.S. Dag No. 2673 under the police Station of Rajarhat within the limits of Chandpur Gram Panchayet in the District of North 24- Parganas particularly mentioned and described in the Schedule there under written into and in favour of Sri Mrityunjay Naskar alias Kartick Naskar, son of Ajit Naskar of village & Post Office- Akandakeshori, Police Station- New Town (formerly Rajarhat), District- North 24 Parganas free from all encumbrances whatsoever.

- (h) After purchase of the said plot of land the said Sri Mrityunjay Naskar alias Kartick Naskar mutated his name in respect thereof in the record of rights of the concerned B.L & L.R. Office under krishi Khatian No. 1491 upon payment of relevant Khajanas thereof to the said concerned authority.
- (i) Thereafter by virtue of a Deed of Kobala dated 19th day of July, 2010 corresponding to 2nd Shrawana, 1417 B.S. duly registered in the office of the Additional District Sub- Registrar at Bidhannagar (Salt Lake City) in Book No. 1, CD volume No. 12, Pages 12518 to 12526, Being No. 07437 of the year 2010, the said Sri Mrityunjay Naskar and assured for the consideration therein mentioned **ALL THAT** piece or parcel of the said plot of Sali land containing by estimating an area of **24.75 Decimals** be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza- Hudarait, J.L. No. 54, Pargana- Kalikata, R.S. No. 224, Touzi No. 10 comprised in R.S. & L.R. Das No. 2673 appertaining to Krishi Khatian No. 1491 under the Police Station of Rajarhat within the limits of Chandpur Gram Panchayet in the District of North 24- Parganas particularly mentioned and described in the Schedule there under written unto and in favor of the **Owners herein namely Smt. Panchami Naskar alias Panchami Bala Naskar and Smt. Barnali Mondal** free from all encumbrances whatsoever.
- (j) After purchase of the said plot of land the owners herein the said Smt. Panchami Naskar alias Panchami Bala Naskar and Smt. Barnali Mondal mutated their names in respect thereof in the record of rights of the concerned B.L. & L.R. Office under **L.R. Khatian Nos. 1616 & 2197** upon payment of relevant Khajanas thereof to the said concerned authority.
- (k) By virtue of the said inheritance the **Owners herein** the said **Smt. Panchami Naskar alias Panchami Bala Naskar and Smt. Barnali Mondal** thus became the absolute owners to the extent of undivided equal share each and jointly seized and possessed of and / or otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of the said plot of Sali land containing by estimation an area of **24.75 Decimals** be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza- Hudarait, J.L. No. 54, Pargana- Kalikata, R.S. No. 224, Touzi No. 10 comprised in **R.S. & L. R. Dag No. 2673** appertaining to **L. R. Khatian Nos. 1616 & 2197** under the Police Station of Rajarhat within the limits of chandpur



Gram Panchayet in the District of North 24 Parganas particularly mentioned and described in the **First Schedule** hereunder written and herein after referred to as the **"SAID PROPERTY"** free from all encumbrances whatsoever.

- (l) By Virtue of a Development Agreement dated 14th day of March, 2018 duly registered in the office of the District Sub- Registrar-II, North 24 Parganas in Book No. 1, Being No. 150201022 for the year 2018 made between SMT. PANCHAMI NASKAR alias PANCHAMI BALA NASKAR, SMT. BARNALI MONDAL herein referred to as the Owners of the One Part and **M/S DHARITRI INFRAVETURE PVT. LTD.** (having AAFCD 3234P) a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at DN-51, Merlin Infinite Building, 6th Floor, Unit-606, Salt Lake, Sector-V, Post Office & Police Station – Electronic Complex, Kolkata-700091, District- North 24 Parganas, being represented by its Directors namely (1) **SRI SUMAN JANA (having PAN AMCPJ4968J)**, Son of Sri Tapan Kumar Jana, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Rupnarayan Pally, Village- Barbarisha, Post Office & Police Station- Kolaghat, District- East Medinipur, Pin- 721134 and (2) **SMT. DIPANWITA SAMANTA (having PAN CFRPS3473K)**, wife of Sri Suman Jana, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at village- Kourchandi, Post Office- Amalhanda, Police Station- Kolaghat, District- East Medinipur, Pin- 721134 therein referred to as the Developer of the Other Part, we the Principals desire to develop the said property by constructing of a multi storied building thereon more particularly mentioned and described in the First Schedule hereunder written through the said Developer upon such terms and conditions as contained therein the said Development Agreement.
- (m) The Purchaser(s) herein has/have applied for allotment of the Designated Unit and the appurtenances in the said Premises.
- (n) The Purchaser(s) herein has/have got himself/herself/itself/themselves fully satisfied about the title and building plan relating to the Designated Unit and appurtenances and the said Premises and all right, title and interest of the Vendor (including those to be and remain reserved unto the Vendor) as more fully contained hereinafter.
- (o) The Parties herein do and each of them doth here by record into writing the terms and conditions applicable to the sale of the Designated Unit and the appurtenances by the Vendor to the Purchaser(s) as hereinafter contained.

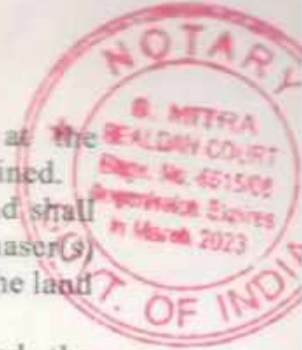
SECTION -III # AGREEMENT:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

I. DESIGNATED UNIT AND APPURTENANCES:

- (a) The Vendor has agreed to sell and transfer to the Purchaser(s) and the Purchaser(s) has/have agreed to purchase from the Vendor ALL

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THAT Designated Unit together with the appurtenances at the consideration and on the terms and conditions hereinafter contained.

- (ii) The Designated Unit and its appurtenances shall be one lot and shall not be dismembered or disassociated in any manner. The Purchaser(s) shall not be entitled to claim any partition of the said share in the land and/or the said Premises.
- (iii) The ownership and enjoyment of the Designated Unit and the appurtenances by the Purchaser(s) shall be subject to payment of the taxes and outgoings and observance, fulfillment and performance of the Rules and Regulations as more fully contained in the **Fifth Schedule** hereunder written.
- (iv) The sale of the Designated Unit shall be in a state of free from encumbrance created or made by the Vendor.

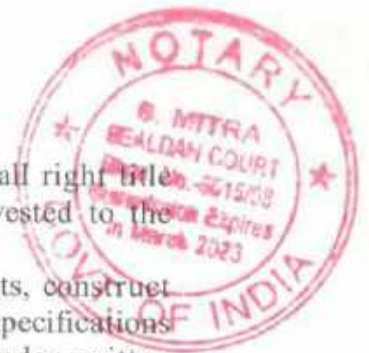
2. PAYMENTS BY THE PURCHASER(S) :

- (a) **Consideration:** The consideration for sale of the Designated Unit and its appurtenances shall be the sum mentioned in the **Seventh Schedule** hereunder written calculated in the manner mentioned therein.
- (b) **Extras:** The Purchaser(s) shall, in addition to the consideration mentioned herein, pay to the Vendor the non refundable amount on several accounts envisaged and mentioned in the **Sixth Schedule** hereunder written.
- (c) **Deposits:** The Purchaser(s) shall also pay and deposit and keep deposited with the Vendor the amounts on several accounts mentioned in the **Sixth Schedule** hereunder written to be held by the Vendor as interest free security deposits until its transfer in terms hereof. In the event of any default by the Designated Unit, the Vendor shall be at liberty to pay/adjust the amounts under default out of the said deposit. Immediately upon any such payment/adjustment the Purchaser(s) shall make up for such amount by making fresh deposit of such amount along with interest thereon in terms hereof. Any such payment/adjustment by the Vendor shall be without prejudice to the other rights and remedies of the Vendor hereunder.
- (d) The Consideration shall be paid by the Purchaser(s) to the Vendor as per the Payment Plan as mentioned the **Eighth Schedule** written hereunder. The payment of any installment mentioned in the Payment Plan shall be made by the Purchaser(s) within **7 (Seven) days** of receiving of notice from the Vendor demanding the same. Unless otherwise expressly mentioned herein payment should be made within **15 (Fifteen) days** from receiving the Notice for Possession and before taking possession of the Designated Unit. In case as on the date of the vendor issuing the Notice for Possession, the liability on any head cannot be reasonably quantified then the Vendor shall be entitled to ask for payments on such head provisionally subject to subsequent accounting and settlement. Nothing contained above shall affect or derogate the right of the Vendor to claim

by the Purchaser(s) to the Vendor in terms hereof, all right title and interest in the Designated Unit shall remain vested to the Vendor.

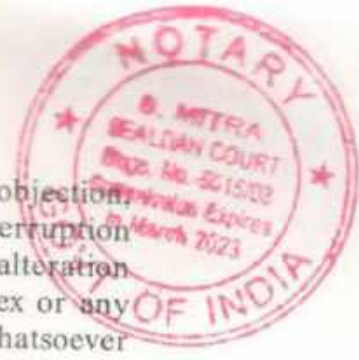
- (b) The Vendor shall, subject to force majeure events, construct the Designated unit in accordance with the Specifications mentioned in **PART- II** of the **Third Schedule** hereunder written within the period mentioned in **PART-III** of the **Third Schedule** hereunder written.
- (c) **Notice of Possession :** Upon constructing the Designated Unit as per the said Specifications, the Vendor shall issue a Notice for possession to the Purchaser(s) asking the Purchaser(s) to take possession of the Designated Unit and the Purchaser should within **15 (Fifteen) day** of such notice take possession of the Designated Unit upon making payment of the entire consideration and the Extras and Deposits thereto.
- (d) Before issuing the Notice for Possession, the Vendor shall provide temporary or permanent connection of water, electricity, sewerage and drainage in or for the Designated Unit. It will not be necessary for the Vendor to construct or complete all the Building at the Housing Complex and/or to install and make operative all the Common Areas and Installations before issuing such Notice. Any unfinished work pertaining to the Designated Block and/or the Common Areas and Installations relevant to the Designated Block shall be completed by the Vendor within a reasonable time of the delivery of possession of the Designated Unit to the Purchaser(s).
- (e) In case the purchaser(s) fail/s to take possession of the Designated Unit within 30 (Thirty) days of the Vendor issuing the Notice for Possession, the Purchaser(s) shall be liable to pay a pre-determined compensation to the Vendor by way of holding charges calculated @ Rs.1/- per Sq. ft per month of the carpet area in respect of the said Unit. This shall be without prejudice to the other rights, remedies and claims of the Vendor and the other obligations and liabilities of the Purchaser(s) hereunder.
- (f) The sale of the Designated Unit shall be together with the fittings and fixtures affixed thereto by the Vendor as per the agreed Specifications.
- (g) The Vendor shall comply with the Building Plan (with such sanction-able modifications or alterations therein as may be deemed fit and proper or necessary by the Architect or directed by the Panchayet or any other authority) and all laws and rules applicable to the construction and completion of the Designated Unit and the Designated Block.
- (h) The construction of the Housing Complex comprised of several buildings shall be commenced and completed by the Vendor in several phases. The Purchaser(s) shall not make any claim or dispute against the Vendor in case the Vendor postpone, delay or abandon the construction of any other phase or building or part thereof at the said Premises due to Govt. issues & Act of God.


S. MITRA
 NOTARY Regd. No.-5515/08
 Govt. of India
 SEALDAH COURT
 KOLKATA



Ramesh Chandra

Ramesh Chandra



- (i) The Purchaser(s) shall not in any manner cause any objection, obstruction, interference, impediment, hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of the Housing Complex or any part thereof by the Vendor due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his/her/its/their using and enjoying the Designated Unit and/or the common Ares and Installations).

5. COMPLETION OF SALE :

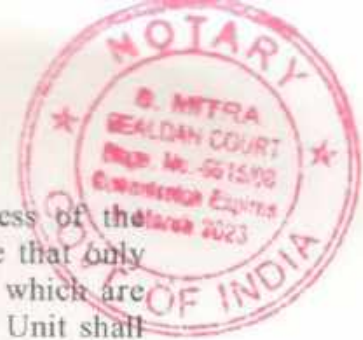
- (a) The sale of the Designated Unit and its appurtenances shall be completed by executing a Deed of Conveyance by the Vendor in respect thereof simultaneously with the Purchaser(s) taking possession of the Designated Unit. In case of the Purchaser(s) committing any delay or default in getting the Deed of Conveyance executed and registered, the Purchaser(s) shall be liable for all liabilities and consequences arising thereby.
- (b) The Deed of conveyance and documents of transfer to be executed in pursuance hereof shall be in such form and shall contain such covenants exceptions and restrictions etc. as be drawn by the Advocate appointed by the Vendor.

6. NOMINATION/TRANSFER BY THE PURCHASER(S) :

- (a) The Purchaser(s) may, with the prior consent in writing of the Vendor and against payment in advance to the Vendor of a sum equivalent to 1%(one percent) of the total consideration payable by the Purchaser(s) to the Vendor hereunder, get the name(s) of his/her/its/their nominee substituted in his/her/its/their place and stead in the records of the Vendor as the Purchaser(s) of the Designated Unit. Any such nomination or transfer shall be at the sole risk and cost of the Purchaser(s) and shall be subject to the terms, conditions, agreements and covenants contained hereunder which shall thenceforth be observed, fulfilled and performed by the nominee. All stamp duty and registration charges, legal fees and other charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Purchaser(s) or his/her/its/their nominee.
- (b) The Purchaser(s) shall not be entitled to let out, sell, transfer or part with possession of the Designated Unit until all the charges, outgoings, dues payable by the Purchaser(s) to the Vendor in respect of the Designated Unit are fully paid up and a no dues certificate is obtained by the Purchaser(s) from the Vendor.

AREA CALCULATION AND VARIATIONS :

- (a) The carpet area of the Designated Unit includes the plinth/area of the Designated Unit excluding the area of external or internal walls, columns, pillars. The built-up area of the Designated Unit



includes the carpet area of such Unit and thickness of the external and internal walls, columns and pillars save that only one-half of those external walls, columns and pillars which are common between the Designated Unit and any other Unit shall be Included. The super built up area mean built-up area and proportionate area of stairs & Lift multiplied by 25%. The super built-up area of the Designated Unit shall be as mentioned in PART-I of the **Second Schedule** hereunder written.

- (b) The Purchaser(s) has/have verified and satisfied himself/ herself/ itself/ themselves fully from the Building Plan about the super built-up area of the Designated Unit and also the super built-up area thereof mentioned herein and has accepted the same fully and in all manner including for the purposes of payment of the consideration and other amounts, respectively hereunder. The Purchaser(s) has/have agreed to pay the consideration amount payable by the Purchaser(s) hereunder upon having fully satisfied himself/herself/itself/themselves about the super built-up area to comprise in the Designated Unit mentioned in **PART-I** of the **Second Schedule** hereunder written and unless the super built-up area is upon completion of construction found to be less than the respective areas thereof mentioned in this Agreement, there shall be no reduction in the price or other amounts (wherever calculated on the basis of area) payable by the Purchaser(s) to the Vendor in terms hereof. If upon construction of the Designated Unit there is any increase in the area of or relating to the Designated Unit then the consideration and other amounts payable by the Purchaser(s) will be increased on or pro-rata basis. The Certificate of the Architect appointed by the Vendor as regards the area of the Designated Unit and/or of the area of the Common Areas and Installations shall be final and binding on the Parties.
- (c) The Vendor shall, in its sole discretion, be entitled not to entertain any request for modification in the internal layout of the Designated Unit.

8. **MAINTENANCE-IN-CHARGE AND ASSOCIATION :**

- (a) Unit the period mentioned in clause 8 (b) hereinafter, the Common Areas and Installations shall be in the exclusive control, management and administration of **M/s.Dharitri Infraventure Pvt. Ltd.** may itself or by appointing any person or facilities management agency, look after and administer the acts relating to the Common Purposes subject to adherence of the rules and regulations and payment of the maintenance charges and other outgoings in terms hereof by the Purchaser(s) and the other Co-owners. The Purchaser(s) shall, if so required by the vendor, enter upon separate maintenance related agreement with them or the Maintenance Agency appointed by it.
- (b) Within one year from the delivery of the possession of 80% of the Units in the building and / or Housing Complex or earlier if



so decided by the Vendor, the Association will be formed to take over the control, management and administration of the Common Purposes. The Purchaser(s) hereby agree/s and undertake/s that it shall be bound to become a member of such Association and co-operate with the Vendor fully and in all manner and sign all necessary documents; applications, papers, powers etc. with regard to formation of the Association.

- (c) In case due to any reason, the Developer sends Notice in writing to the Purchaser(s) and the other Co-owners for the time being, to take over charge of the acts relating to Common Purposes within the period specified therein, then and only in such event, the Purchaser(s) along with the other Co-owners shall immediately upon receiving such Notice, themselves from the Association and the Common Purposes and the Vendor shall not be responsible and liable thereof. Save as formed in terms hereof, no other Association shall be formed by the Purchaser(s) and / or the other Co-owners for the Common Purposes.
- (d) Upon formation of the Association, the Developer shall handover and /or transfer to the Association, all rights, responsibilities, liabilities and obligations with regard to Common Purposes (save those expressly reserved by the Vendor hereunder or intended to be or so desired by the Vendor hereafter) whereupon only the Association shall be entitled thereto and obliged therefore **Provided that** in case on date of expiry of three months from the date of sending the Notice by the Vendor, the Association is not formed by the Co-owners in terms of clause 8 hereinabove, then all such rights responsibilities and obligations with regard to the Common Purposes shall be deemed as on such date to have been handed over / transferred by the Vendor to all the Co-owners for the time being of the Housing Complex and thereupon only the Co-owners shall be entitled thereto and obliged therefore fully and in all manner. The Vendor shall also transfer to the Association or the Co-owners, as the case may be, the deposits made by the Purchaser(s) to the Vendor in terms hereof, after adjustment of its dues, if any and shall thenceforth be held by the Association / Co-owners in the relevant accounts.
- (e) The rules and regulations and / or bye laws of said Association and those that the Association and / or the Co-owners may frame or apply in respect of the Housing Complex or any part thereof, shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Vendor, hereunder reserved and / or belonging to the Vendor and also those that the Vendor may hereafter reserve.

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

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



- (a) Upon construction of the Building in Phases the vendor shall identify and demarcate the portions of the ground level at the said premises as driveway, pathway and passage for common use. Save and except the portion so identified to be driveway, pathway and passage for common use and save and except those expressed or intended to form part of the common Areas and Installations, all open and covered space at the ground level at the said Premises shall be the exclusive property of the vendor and the vendor shall have the full and free right to make additions, alterations, constructions and or re-constructions in any open space at the Housing complex nor expressed or intended to form part of the Common Areas and Installations and to deal with, use transfer, convey, let out and / or grant the same (with or without any construction, addition or alteration) to any person for any purpose at such consideration and in such manner and on such terms and conditions as the vendor shall, in its absolute discretion, think fit and proper..
- (b) The Vendor shall be entitled to link the said Premises with Added Areas i.e. lands or landed properties adjacent and/or adjoining to the said Premises whether acquitting (in its name and /or in the name of any group company/associate/sister concern/ nominee) the same and/or entering upon any negotiation or contract with the Owners of the same and shall be entitled to give , take and/or share any right, title interest, benefit, advantage etc. with the Added Area as the Vendor may from time to time deem fit and proper. Without prejudice to the generality of the foregoing provisions and nonetheless in addition thereto, the Vendor shall be a liberty to do all or any of the following acts deeds and things from time to time relating to or arising out of the linking of the said premises with the Added Areas :-
- (i) to amalgamate or merge the Added Areas of any part thereof with the said Housing Complex in such manner and to such extent as be deemed fit and proper by the Vendor,
 - (ii) to allow the utilization of the frontage, entry/exit points, passages, pathways, access-ways at the said Premises for any sanction to, use and enjoyment of the Added Areas of any constructions and developments thereon;
 - (iii) to utilize any additional constructed area that may be allowed or sanctioned in the said Premises and/or the New Building of Housing Complex thereon (by way of additional storey, additional building of otherwise) owing to any link with the Added Areas;
 - (iv) to combine and/or connect the Housing Complex and the Added Areas of any part thereof or any developments thereon and /or to share any portion, area, utility, facility, access way entry/exit points, clubs or any common or other facility (including the Common Areas and Installations) between the occupants of the Building Complex and the



Added Areas in such manner and to such extent as the Vendor may deemed fit and proper.

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



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

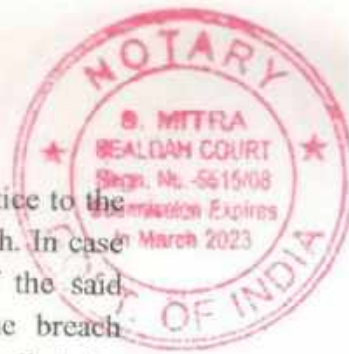
- (i) The Purchaser(s) do hereby agree, acknowledge and consent to the right, title and interest reserved upon the vendor under clause 10 and its sub clauses hereinafter and all the provisions and stipulations contained therein and also otherwise hereunder undertake/s and consent/s not raise any dispute,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

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

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

11. DEFAULTS:

- (a) In case the Purchaser(s) commit/s default in making payment of the consideration, extras and/or deposits or any installment/part thereof within time or commit/s any breach of the terms and conditions herein contained,



then or in any of such events, the Vendor shall give a **30 days'** Notice to the purchaser(s) to pay the amounts under default or to rectify the breach. In case the Purchaser(s) fail/s and or neglect/s to make the payment of the said amounts under default with applicable interest or to rectify the breach complained of within the said period of 30 days, this Agreement shall at the option of the vendor stand terminated and rescinded and in the event of such termination and rescission the rights and claims if any, of the purchaser(s) against the vendor, the Designated Unit and/or any appurtenance shall stand extinguished without any right of the purchaser(s) hereunder. In the event of cancellation, the Vendor shall be entitled to forfeit a sum entitled to forfeit a sum equivalent to 10% of paid amount before cancellation and the entire Advocate fees for the unit then payable by for the unit then payable by the purchaser(s) as and by way of pre- determined compensation and liquidated damages. The balance amount, if any, remaining with the vendor out of the earnest monies until then received by the vendor from the purchaser(s) shall become refundable by the vendor to the purchaser(s) without any interest and from out of the realization received by the vendor upon transfer of the Designated Unit to any other interested Buyer. In case the earnest money until then received by the vendor is insufficient to cover the said predetermined compensation and liquidated damages, the short fall shall be paid by the purchaser(s) to the vendor separately within **7 days** of such termination or recession of this Agreement by the vendor. It is agreed that the pre-determined compensation and liquidated damages mentioned above has been mutually assessed by the Parties to be genuine pre-estimate of damage expected to be suffered by the vendor in the event mentioned hereinabove. Consequently, it will not be open to the purchaser(s), at any time, to contend to the contrary.

- (b) In case the Vendor condones the default of the Purchaser(s) then and in such event the Purchaser(s) shall, along with such dues and/or arrears, pay interest **@ Rs. 1/- per Sq.ft** on all amounts remaining unpaid.
- (c) In case the purchaser(s) complies /comply with and / or is /are ready and willing to comply with his/her/its/their obligations hereunder and the vendor fails to construct the Designated Unit within the stipulated period, then the vendor shall be automatically allowed extension of **6(six) months** and in case of failure on the part of the vendor to construct the Designated Unit even within such extended period then and only in such event, the vendor shall be liable to pay to the purchaser(s) a monthly sum calculated **@ Rs.1/-per Sq.ft.** per month of the carpet area of the said unit for the period of delay beyond the extended grace period Provided that the purchaser(s) shall be entitled at any time after the expiration of the extended grace period, to cancel the contract placed hereunder by a notice in writing. In the event of such cancellation, the vendor shall refund the entire earnest money until then paid by the purchaser(s) to the vendor with interest thereon **Rs.1/-per Sq.ft** within 15 days of such cancellation.



- (d) Nothing contained herein shall affect of prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

12. FORCE MAJEURE:

The period for construction of delivery of possession of the Designated Unit by the Vendor to the purchaser(s) and the compliance of all other obligation by the vendor shall always be subject to the vendor not being prevented by Force Majeure. The time for compliance by the vendor shall automatically get postponed by the duration of the Force Majeure event and its effect. Storm, tempest, fire, flood, earth quake and other Acts of God, Notification of Government, Statutory Body etc. Strike, riot, mob, air raid, order of injunction or otherwise restraining development or construction at the said Flat by the order of Court of law, Tribunal or Statutory Body, Scarcity of materials or equipments in the market and any other reason beyond the vendor's control shall be included in Force Majeure for such purpose.

13. MISCELLANEOUS

(a) The vendor shall be entitled to apply for and obtain and/or raise financial assistance from Banks, Financial Institutions, Non Banking Financial Institution for construction of the said Housing Complex or any part thereof by way of mortgage or charge of or otherwise creating a lien of the said premises or any part or share thereof and/or any Flat/Unit in the Building at the said Premises in addition thereto and/or in substitution thereof Provided However That any such mortgage, charge or lien, if it relates to the Designated Unit Shall be redeemed by the vendor by way of repayment of the loan prior to the execution of Deed of Conveyance by the vendor in favor of the purchaser(s) in terms hereof.

(b) The Purchaser(s) agree/s to register this Agreement and to bear and pay all stamp duty, registration fee and allied expense in connection therewith and the vendor hereby agrees to be available for registration of the same.

(c) The Purchaser(s) shall be and remain responsible for and to indemnify the vendor and the Association against all damages, costs, claims, demands and proceedings occasioned to the said premises of any other part of the New Building or to any person due to negligence or any act, deed or thing made done or occasioned by the purchaser(s) and shall also indemnify the vendor against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the vendor or any of them as a result of any act omission or negligence of the purchaser(s) of the servants, agents, licensees or invitees of the purchaser(s) and/or any breach or non observance, non-fulfillment or non-performance of the terms and conditions hereof to be observed, fulfilled and performed by the purchaser(s)

(d) Any delay or indulgence by the vendor in enforcing the terms of this Agreement or any forbearance or giving of time to the purchaser(s) shall not be construed as precedent or as waiver of any breach or non-compliance by

the purchaser(s) nor shall the same in any way or manner prejudice the rights of the vendor.

(e) The nominated Advocate of the vendor herein will prepare all documents like as Agreement for sale, Deed of Conveyance or any other Deeds in respect of the said Designated Unit and the Purchaser(s) will be responsible to pay the fees of the said Advocate as and when demanded by the vendor before execution and/or registration of the said documentations.

(f) The Housing Complex always is known as "ROYAL ENCLAVE" and the building to be constructed on the said premises will be in **Phase-I** being a part or portion of the said Housing Complex.

(g) This Agreement contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both parties. The purchaser(s) acknowledge/s upon signing of this Agreements, conditions, stipulations, representations, guarantees or warranties have been made by the vendor or its agents, servants or employees other than what is specifically set forth herein.

14. ADJUDICATION OF DISPUTES:

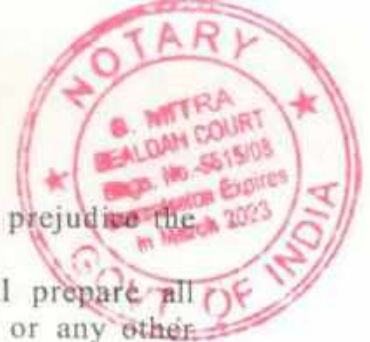
If any disputes and difference arise by and between the parties hereto in any way relating to or connected with the Designated Unit and/or this Agreement and/or anything done in pursuance hereof, the same shall be referred for arbitration to such person as be nominated by the parties. It is agreed by and between the parties hereto that the said Sole Arbitrator as been nominated shall have the power to pass both interim order and award and/or award in one or more lots and to proceed in summary manner with regard to adjudication of the disputes and differences between the parties which shall be final and binding on the parties hereto. The Arbitration shall otherwise be governed by the provisions of the Arbitration and Conciliation Act, 1996 as modified from time to time. The Arbitration shall be held at Kolkata only and the language of the Arbitration will be English.

15. NOTICE:

Unless otherwise expressly mentioned herein all Notice to be served hereunder by any of the parties on the other shall be deemed to have been served by hand or sent by registered post or speed post with acknowledgement due at the address of the other party mentioned hereinabove of hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served.

16. JURISDICTION:

Only the courts within the Jurisdiction of the High Court at Kolkata shall have the Jurisdiction to entertain try and determine all action and proceedings between the Parties hereto relating to or arising out of or under



this Agreement or connected therewith including the arbitration as provided hereinabove.

SECTION -IV SCHEDULES
THE FIRST SCHEDULE ABOVE REFERRED TO
(SAID PREMISES)

ALL THAT piece and parcel of a plot of Bastu land and there to containing by estimation an area of 49.5 (Forty Nine Point Five) Decimals equivalent to 29.95 (Twenty Nine Point Nine Five) Cottaha 15 (Fifteen) Chittacks 9 (Nine) Sq.ft be the same a little more or less together with a (G+IV) stored building thereon being Phase-I a part or portion of the Housing Complex known as "ROYAL ENCLAVE" including all easement rights and appurtenances thereto lying situate at Mouza- HUDRAIT, J.L. No.-54, R.S. No.-224, Touzi No.- 10, Pargana- Kalikata comprised in R.S. Dag No.- 2673 (Dag Number may be change as per Sanction Schedule) appertaining to R.S. khatian No.- 260 and L.R. Khatian Nos. 1616 & 2197 under the police station- Rajarhat within the limits Chandpur Gram panchayet, Additional District sub Registration office at Bidhannagar in the District of North 24-parganas and butted and bounded as follows:

ON THE NORTH: BY
ON THE SOUTH: BY
ON THE EAST : BY
ON THE WEST : BY

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

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART- 1
(DESIGNATED UNIT)

ALL THAT piece and parcel of one self contained residential 1 (BHK) super buildup area of 450 Sq. ft. More or less, 3rd floor, Tower-43, Block-17, Flat no- B, consisting of 1 (One) Bed room, 1(One) Dining Cum Kitchen, 1 (one) Toilet and 1(One) Balcony of the said proposed building in phase-I a part or portion of the Housing Complex known as "Royal Enclave".

PART- II
(APPURTENANCES)

SAID SHARE IN THE LAND: ALL THAT the proportionate undivided indivisible share in the land comprised in the plinth of the Designated Block.

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART - I
(Common Areas and Installations)

A. **Common Areas & Installations at the Designated Block :**

- (i) Staircase, landing and passage with glass panes and stair-cover on the ultimate roof.





- (ii) Concealed Electrical wiring and fittings and fixtures for lightening the staircase, common areas, lobby and landing for operating the lift of the Designated Block.
- (iii) One Life with all machineries, accessories and equipments (including the lift machine room) and lift well for installing the same in the Designated Block.
- (iv) Ultimate Roof of the Building subject to exceptions, reservations and rights of the Vendor herein.
- (v) Electrical installations with main switch and meter and space required therefore in the Building.
- (vi) One Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Flats/Units of the Building.
- (vii) Water waste and sewerage evacuation pipes and drains from the units to drains and sewers common to the Building.
- (viii) Such other areas, installations and / or facilities as the Vendor may from time to time specify to form part of the Common Areas and Installations of the Designated Block.

B. Common Areas & Installations at the Designated Premises :

- (i) Electrical installations and the accessories and wirings in respect of the Building and the space required thereof, if installed (and if installed then the extra costs as specified herein).
- (ii) Underground/overhead water reservoir, water pump with motor with water distribution pipes to the Overhead water tank of said Building. Panchayet Water supply with water filtration plant for water supply.
- (iii) Water waste and sewerage evacuation pipes and drains from the several Buildings to the Panchayet drains.
- (iv) DG Set, (if Installed) its panels, accessories and wirings and space for installation of the same.
- (v) Such other areas, installations and / or facilities as the Vendor may from time to time specify to form part of the Common Areas and Installations of the Housing Complex.

PART- II



(Specifications as regards constructions of and fittings and fixtures to be provided in the Flat/Unit)

1. CONCRETE:

1.1. R.C.C works of beam. Slab, lintels, chajja etc.

2. BRICK WORK

2.1. 8" Brick work will all outside wall.
2.2. 5" & 3" Brick work in all inside wall.

3. PLASTERING

3.1. All internal Plaster will be 12mm thick with sand & cement mortar.
3.2. All External Plaster will be 19 mm thick with sand & cement mortar.

4. FLOORING

4.1. Room: 2'x2' tiles or Marble marwar. With 4" skirting. Toilet: 1'x1' tiles or Marble marwar. With 6" wall tiles

4.2. Kitchen: Flooring: 1'x1' tiles or Marble marwar. With 4" skirting.
2.3. Stair Flooring: White Base Marble with green marble border With 4" skirting .
2.4. Lobby flooring: 2'x2' tiles or Marble marwar. With 4" skirting.
2.5. Parking & circulating area: Paver Block.

3. WALL TILES

3.1. Kitchen wall tiles 2' above counter only.
3.2. Toilet wall tiles up to lintel height 6'.

4. KITCHEN COUNTER

1'6" breadth Stand Black Stone.

5. ELECTRICAL WORK

All electrical wiring to be concealed in wall and ceiling.

5.1. **All Bedrooms** to have 2 nos. light point, 1 no. fan point and 2 no.5 amp. Plug point, TV point.

5.2. **Living & Dining** to have 4 nos. light point, 2 nos. fan point, 1 no. refrigerator point and 1 no. , TV Point in leaving & dining.

5.3. Master bed room 1 AC point&any 1 bed room AC point.

5.3. **Kitchen** to have 2 no. light point, 1 no.15 amp. Plug point and provision for exhaust fan & 5A Socket (3 pcs.).

5.4. **Toilet-** 2 light point (1 stand by), 1 no 15A Geyser point& exhaust fan point.

5.5. **Lobby, verandah etc.** to have 1 no. light point & 1 plug point, Washing Mach. Point (15 A) 1 no.

5.6. **Roof top:** 2 lights points from

5.7. **Car parking** 6 lights point.

5.8. Light point at **stair landing.**


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5.9. **Service lights** point for main gate 4 nos.

5.10. Main Door & Ground Floor for All Flat calling bell .

6. ELECTRICAL MATERIAL

6.1. Electrical Switch & Socket: Modular type Standard company.

6.2. Electrical Wires: Standard company.

6.3. Electrical MCB & DB Box.: Standard company.

7. WALL FINISH

7.1. **Internal wall finish:** Walls and ceiling to be finished with putty.

7.2. **External wall finish:** Emulsion paint/ Weather coat. Berger / Asian paints weather coat (2coats).

8. DOOR & WINDOW

8.1. Door frame: 2.5"x4" Shale wood.

8.2. Main door shutter: Panel door with teak polish with door lock

8.3. Internal door shutter: Flush door upto 32 mm thk. With door lock.

8.4. Door hardware: Stainless Steel.

8.5. Sliding Anodised Aluminium Window (two track) with 3 or 4mm thk. Clear Glass with 12mm Square Bar grill.

9. **Verandah/ Stair case** MS railing.

10. **Lift:** 4 or 5 passengers Standard Company.

11. **Water pump** Standard Company.

12. **Sanitary & Kitchen** Standard Company.

13. Sanitary & Water Supply

13.1 P.V.C. Pipes for external line.

13.2 Overhead reservoir will be R.C.C.

13.3 P.V.C. Rain water pipe for water disposal

13.4 Concealed pipe line will be used for Toilet and kitchen.

Porcelain white pan for Toilet.

All are Supreme made

EXTERNAL AMENITIES:

- a) Play Ground
- b) Amphitheater


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- c) Club house
- d) Chess room
- e) Children Play Area
- f) Community Party Lawn
- g) Sewage Treatment
- h) Maintenance Office
- i) Housekeeping Facilities
- j) Wet & Dry Garbage Pit
- k) Swimming Pool
- l) Landscaped Garden
- m) Fountain
- n) Garden Walkway
- o) Intercom Connectivity
- p) Power Backup for Lift & Common Areas
- q) Guard house
- r) Close Circuit TV



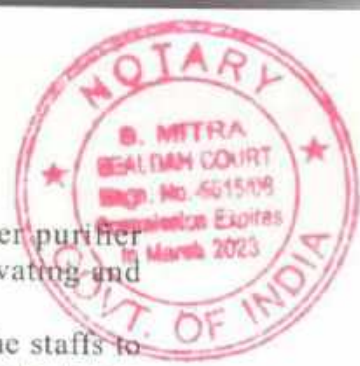
PART- III
(Period of construction of Unit)

The Designated Unit described in **PART- I** of the **Second Schedule** hereinabove written shall be constructed and completed within **December 2020** hereof.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

1. **MAINTENANCE** : All cost and expenses of maintaining, repairing, redecorating, replacing and renewing etc. of maintaining, repairing, redecorating, replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas and Installations of the Designated Block and of the Building Premises (including lift, generator, intercom, transformer, water pump with motor, water purified equipment, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Designated Block and/ or the Building and /or enjoyed or used by the Purchases(s) in common with other occupiers or serving more than one Unit / Flat and other saleable space in the Building and at the Premises, main entrance, landing and staircase of the boundary walls of the Premises, compounds etc. The cost of cleaning and lightening the Common areas and Installations, the main entrance, passages, driveways, landing, staircases and other parts of the Designated Block and/or the Building so enjoyed or used by the Purchaser(s) in common as aforesaid and keeping the adjoining side in side spaces in good and repaired conditions.

2. **OPERATIONAL**: All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including lift, generator,



intercom, transformer, water pump with motor, water purifier equipment etc.) and also the costs of repairing, renovating and replacing the same.

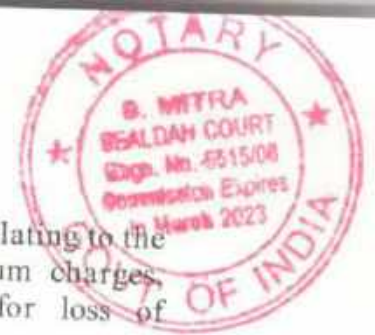
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance-In-Charge looking after the common purposes until handing over the same to the Association.
5. **TAXES:** Panchayet and other rates, taxes and levies and all other outgoings in respect of the Premises (save those assessed separately in respect of any Flat/Unit).
6. **INSURANCE :** Insurance premium for insurance of the Building and also otherwise for insuring the Designated Block against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor and/or the Association for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

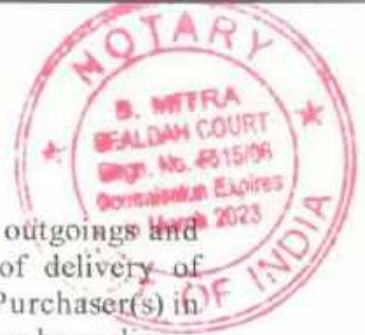
PART-I

(OUTGOINGS AND TAXES)

1. The Purchaser(s) bind himself / herself / itself / themselves and covenants to bear and pay and discharge the following expenses and outgoings:
 - (a) Panchayet rates and taxes and water tax, if any, assessed on or in respect of the Designated Unit directly to the Chandpur Gram Panchayet or any other concerned authority Provided That so long as the Designated Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser(s) shall pay to the Maintenance-In-Charge the proportionate share of all such rates and taxes assessed on the said Premises.
 - (b) All other taxes impositions levies, and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations where existing or as may be imposed or the Designated Block or the said Premises and whether demanded from or payable by the Purchaser(s) or the Maintenance-In-Charge and the same shall be paid by the Purchaser(s) wholly in case the same relates to the Designated Unit and proportionately in case the same relates to the Building or the said Premises or any part thereof.



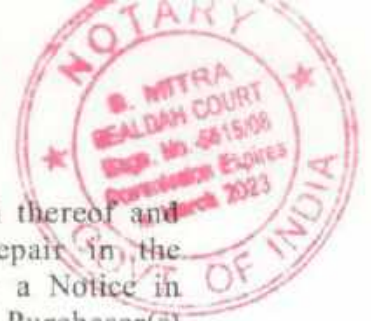
- (c) Electricity charges for electricity consumed in or relating to the Designated Unit (including any applicable minimum charges, proportionate share of the electricity charges for loss of electricity due to amortization and transmission).
- (d) Charges of water and other utilities consumed by the Purchaser(s) and/or attributable or relatable to the Designated Unit against demands made by the concerned authorities' and/or the Maintenance-In-Charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Unit wholly and if in common with the other Co owners proportionately to the Maintenance-In-Charge or the appropriate authorities as the case may be.
- (e) Proportionate share of all Common Expenses (including those maintained in **Fourth Schedule** hereunder written) to the Maintenance-In-Charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser(s) shall pay to the Maintenance Charges calculated @ **Rs.2.00/- per Sq. ft.** per month of the super built area of the Designated Unit. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance-In-Charge at its sole and absolute discretion after taking into consideration of the common services provided.
- (f) If any generator is installed in the building / in the Premises then proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser(s).
- (g) Service Tax, Vat and any applicable tax, imposition or in levy in respect of any amounts and outgoings payable by the Purchaser(s) and also all penalty, surcharge, interest, cost, charges and expenses arising out of any delay, default or negligence on the part of the Purchaser(s) in payment of all or any aforesaid rates, taxes, impositions and/or outgoings proportionately or wholly as the case may be.
2. All payments mentioned in this Agreement shall, in case the same be monthly payments, be made to the Maintenance-In-Charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance-In-Charge leaving its bill for the same at the above address of the Purchaser(s) or in the Letter Box in the Ground Floor earmarked for the Designated Unit provided that any amount payable by the Purchaser(s) directly to any authority shall always be paid by the Purchaser(s) within the stipulated due date in respect thereof and the Purchaser(s) shall bear and pay the same accordingly and without any delay, demur or default and indemnify and indemnified the Vendor and the Maintenance-In-Charge and all the other Co-owners for all losses, damages, costs, claims, demands and proceedings as may be any of such amounts and outgoings. Any discrepancy or dispute that the Purchaser(s) may have on such bills shall be sorted out within a reasonable time but payment shall not be withheld by the Purchaser(s) owing thereto.



3. The liability of the Purchaser(s) to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the Designated Unit by the Vendor to the Purchaser(s) in terms of clause 4 (c) of Section-III hereinabove, whichever be earlier.
4. It is expressly agreed and understood that so long the Vendor the said M/s. Dharitri Infraventure Pvt. Ltd. or nominee be the Maintenance-In-Charge, the Purchaser(s) shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.

PART-II
(RULES AND REGULATIONS)

1. The Purchaser(s) bind/s himself/herself/itself/themselves and covenant/s :
 - (a) To use the Designated Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Vendor first had and obtained and shall not do or permit to be done any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity at the Designated Unit or any activity which may cause nuisance or annoyance to the co-owners. It is expressly agreed that any restriction on the Purchaser(s) shall not in any way restrict the Vendor to use or permit any other Unit or portion of the Designated Block to be used for non-residential purposes.
 - (b) Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Block save at the place as be approved or provided by the Maintenance-In-Charge Provided however that nothing contained herein shall prevent the Purchaser(s) to put a decent nameplate outside the main gate of his/her/its/their Flat/Unit. It is hereby expressly made clear that in no event the Purchaser(s) shall open out any additional window or alter the size of any window as be provided in the Designated Unit.
 - (c) To apply for and obtain at his/her/its/their own costs separate assessment and mutation of the Designated Unit in the records of Chandpur Gram Panchayet or concerned authority within 6 (six) months from the date of possession.
 - (d) Not to commit or permit to be committed any form of alteration or changes in the Designated Unit or in the beams, columns, pillars of the Designated Block passing through the Designated Unit or the common areas for the purpose of making, changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units the Designated Block.
 - (e) To allow the Maintenance-In-Charge and its authorized representatives with or without workmen to enter into and upon the Designated Unit at all responsible times for construction and completion of the Designated Block and the Common Purposes



and to view and examine the state and condition thereof and make good all defects, decays and want of repair in the Designated Unit within 7 (seven) days of giving a Notice in writing by the Maintenance-In-Charge to the Purchaser(s) thereabout.

- (f) To keep the Designated Unit and partly walls, sewers, drainage, electricity, pipes, cables, wires and others connections fittings and installations, entrance and main entrance serving any other Unit in the Designated Block in good and substantial repair and condition so as to support shelter and protect the other units/parts of Designated Block and not to do or cause or tend to cause or tantamount to cause or affect any damage to the Designated Unit.
- (g) Not to commit or permit to be committed any alterations or changes in or draw from outside the Designated Block, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Unit and any other Unit in or portion of the said Building.
- (h) To cooperate with the Maintenance-In-Charge in the management, maintenance, control and administration of the said Building and other Common Purposes.
- (i) Keep the common areas, open space, parking areas, paths, passages, staircase, lobby, landing etc. in the said Premises free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited stored or thrown any goods, articles or things or any rubbish or refuse or waste therein or in the common Areas and Installations and the said Premises.
- (j) To abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, the Chandpur Gram Panchayet, West Bengal State Electricity Board or any other Electricity provider, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Unit as well as the user operation and maintenance of lifts, generators, water, electricity, transformers, drainages and other installations and amenities at the said Housing Complex.
- (k) Not to alter the outer elevation or façade of the Designated Block or any part thereof nor decorate or affix any neon-sing, sing board or other thing on the exterior of the Designated Unit or the Designated Block otherwise than in the manner agreed by the Maintenance-In-Charge in writing or in the manner as may be in which it was previously decorated.

In the event of the purchaser(s) failing and or neglecting or refusing to make payment or deposits of the Maintenance Charges, Panchayet rates and taxes, Common Expenses or any other amounts payable by the Purchaser(s) under these presents and/or in observing and performing the covenants, terms and conditions of the Purchaser(s)



hereunder, then without prejudice to the other remedies available against the purchaser(s) hereunder, the Purchaser(s) shall be liable to pay the Maintenance-In-Charge, interest at the rate of 1.5% per month of all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-In-Charge, shall be entitled to:

- (a) Disconnect the supply of electricity to the Designated Unit.
- (b) Withhold and stop all other utilities and facilities (including lift, generator, water, etc.) to the Purchaser(s) and/or the Designated Unit.
- (c) To deemed and directly realize and/or other amounts becoming payable to the Purchaser(s) by any Tenant or licensee or other occupant in respect of the Designated Unit.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(EXTRAS AND DEPOSITS)
(EXTRAS)

1. The Purchaser(s) shall pay to the Vendor 1% (One percent) of the total Market Value towards the Advocate fees and/or legal charges of the Vendor's Advocate for preparation of this Agreement for Sale and the Sale Deed to be executed in pursuance hereof (out of which 50% of the payment against legal charges will be paid at the time of execution of this Agreement for Sale and the rest of the payment will be paid at the time of registration of the Deed of Conveyance).
2. In addition to the abovementioned amounts, the Purchaser(s) shall also pay to the Vendor the following amounts :-
 - (a) In case the Purchaser(s) request/s any additions or alterations and/or change in the layout or specifications with regard to construction of the said Unit in excess of those specified in this Agreement, then without prejudice to the right of the Vendor to refuse or deny the same, in case the Vendor, in its sole discretion agree to do the same or any part thereof, the Purchaser(s) shall be liable to pay upfront the full costs, charges and expenses for the Vendor doing the same.
 - (b) Security Deposit and the expenses as may be required by West Bengal State Electricity Regulatory Authority or other electricity provider for individual meter in respect of the Designated Unit directly with West Bengal State Electricity Regulatory Authority or other provider and proportionate share of the security deposit in respect of the common meters in respect of the Common Areas and Installations.
 - (c) All Stamp Duty, Registration Fees and Allied Expenses on Execution and Registrations of this Agreement for Sale and of the Sale Deed or Deeds and other documents to be executed and/or registered in pursuance hereof.
 - (d) Service Tax, Value Added Tax (vat), or any other statutory charges/ levies by any name called, if applicable and payable on construction of the Designated Unit or on the transfer thereof and / or on any amount or outgoing (Including Maintenance



Charges) payable by the Purchaser(s) in respect of the Designated Unit.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:
(Consideration)

The consideration payable by the Purchaser(s) to the Vendor for the designated Unit shall be as follows:

1. Consideration money for the Flat / Unit Comprised in the Designated Unit Rs.9,11,250 /- (Rupees Nine Lakh eleven Thousand Two Hundred Fifty Only)
2. For amenities Charges Rs. 1,50,000 /- (Rupees One Lakh Fifty Thousand Only)

THE EIGHTH SCHEDULE ABOVE REFERRED TO:
(PAYMENT PLAN)

The said total consideration of Rs.10,61,250 (Rupees Ten Lakh Sixty One Thousand Two Hundred Fifty Only) Including Amenities Charges, mentioned hereinabove shall be paid by the Purchaser(s) to the Vendor in installments as per annexure "A" attached hereto.

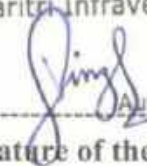
IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

By the Vendor at Kolkata
In the presence of:-

- 1.
- 2.

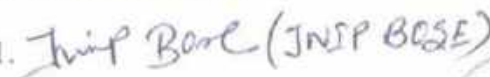
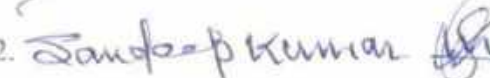
For Dharitri Infraventure Pvt. Ltd.





Authorised Signatory
Signature of the Vendor


SIGNED, SEALED AND DELIVERED

By the Purchaser(s) at Kolkata
In the presence of:

1.  (JIT BOSE)
2. 

Signature of the Purchaser(s)

Identified by me

Advocate

RECEIPT

RECEIVED of and from the within named Purchasers(s) the within mentioned sum of **Rs. 1,82,250 /-(Rupees One Lakh Eight Two Thousand Two Hundred Fifty)** only as earnest / advance money under this Agreement for Sale as per memo below:-

Total Rs 1,82,250 /-

(Rupees One Lakh Eight Two Thousand Two Hundred Fifty only)

WITNESSES:

- 1.
- 2.

For Dharitri Infraventure Pvt. Ltd.



Authorised Signatory

Signature of the Vendor



27 SEP 2018

THE _____ DAY OF _____ 20____

PAPER WRITINGS 'A'

&

THE RELATED

NOTARIAL CERTIFICATE



S. Mitra

S. MITRA
NOTARY Regd. No. 5515/08
Govt. of India
SEALDAH COURT
KOLKATA

Sarbani Mitra

SARBANI MITRA
B.Com., LLB, Advocate

&

NOTARY
Govt. of India

27 SEP 2018

Registration No. 5515 / 08

SEALDAH COURT
ROOM NO. - 202

RESIDENCE & CHAMBER :

21/2, DR. NAGEN GHOSH LANE
DHAKURIA, KOLKATA