

AGREEMENT FOR SALE

ULTRA CITY PHASE-I
AT MOUZA - HATISALA

BETWEEN

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

AND

PURCHASER(S) – ROHIT GHOSH

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the ... day
of, Two Thousand and Seventeen (2017).

B E T W E E N

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. 194, Cannel Street, “Pratiksha Building” 4th Floor, Post Office – Shreebhumi, Police Station – Lake Town, Kolkata – 700 048, 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, 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

ROHIT GHOSH (having PAN), Son of – Satyendra Nath Ghosh, by faith-Hindu, by nationality -Indian, by occupation- Service, residing at 25/2, Biren Roy Road(East) Monami Apartment(4th Floor), P.S.- Behala, Kolata- 700008, 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, 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+1) storied residential Building and/or Bungalow sanctioned by the Benttata-II Gram Panchayet & Bhangar-II Dev. Block, South 24-Parganas vide Building Plan dated 24.12.2015 and include all sanctionable modifications thereof 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 Unit/Bungalow/Car Parking Space and taken possession of such 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 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;
 - (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 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: 28.91 (Twenty eight point Ninety one) Decimals equivalent to 17 (Seventeen) Cottahs 8 (Eight) Chittacks 16 (Sixteen) Sq.feet be the same a little more or less lying situate at Mouza – Hatisala, J. L. No. 09, R.S. No. 31, Touzi No. 2999, Pargana – Kalikata comprised in R.S. Dag No.1239 & 1344 appertaining to R.s. Khatian No. 791 &336 under the Police Station of Kolkata Leather Complex within the Limits of Banttata-II Gram Panchayet, Additional District Sub Registration Office at Bhangar in the District of South 24 Parganas hereinafter referred to as “THE SAID PREMISES”:**

- (a) By virtue of a Deed of Kobala dated **8th December, 2016** duly registered in the office of the Additional District Sub Registrar at Bhangar, South 24-Parganas in Book No. I, Volume No. 1621 – 2016, Pages 143246 to 143268, Being No. 162105788 for the year 2016, one Ibrahim Molla indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned **ALL THAT** piece or parcel of a plot of Shali land containing by estimation an area of **02 Decimals** be the same a little more or less out of **32 Decimals** including all easement rights and appurtenances thereto lying situate at Mouza – Hatisala, J. L. No. 09, R.S. No. 31, Touzi No. 2999, Pargana – Kalikata comprised in **R.S. Dag No. 1239** appertaining to **R.S. Khatian No. 791** under the Police Station of Kolkata Leather Complex within the Limits of Banttata-II Gram

Panchayet in the District of South 24 Parganas particularly mentioned and described in the Schedule thereunder written alongwith other property unto and in favour of the Vendor herein M / s. Dharitri Infraventure Pvt. Ltd. Free from all encumbrances whatsoever.

- (b) By virtue of another Deed of Kobala dated **13th February, 2017** duly registered in the office of the Additional District Sub Registrar at Bhargar, South 24-Parganas in Book No. I, Volume No. 1621 – 2017, Pages 12802 to 12826, Being No. 162100286 for the year 2017, one Ibrahim Molla indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of another plot of Shali land containing by estimation an area of **14 Decimals** be the same a little more or less out of **32 Decimals** including all easement rights and appurtenances thereto lying situate at Mouza – Hatisala, J. L.No. 09, R.S. No. 31, Touzi No. 2999, Pargana – Kalikata comprised in **R.S. Dag No. 1239** appertaining to **R.S. Khatian No. 791** under the Police Station of Kolkata Leather Complex within the Limits of Benttata-II Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favor of the Vendor herein the said M/s. Dharitri Infraventure Pvt. Ltd. Free from all encumbrances whatsoever.
- (c) By virtue of another Deed of Kobala dated **21st March, 2016** duly registered in the office of the Additional Registrar, Assurance-I, at Kolkata in Book No. I, Volume No. 1901 – 2016, Being No. 190102261 for the year 2016, one Md Tuhin Sanpui alias Omor Faruk Chhiddik indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of another plot of Shali land containing by estimation an area of **12.91 Decimals** be the same a little more or less out of **15 Decimals** including all easement rights and appurtenances there to lying situate at Mouza Hatisala, J.L. No. 09 , R.S. No. 31, Touzi No. 2999, Parana – Kalikata comprised in **R.S. Dag No. 1344** appertaining to **R.S. Khatian No. 336** under the Police Station of Kolkata Leather Complex within the Limits of Benttata-II Gram Panchayet in the District of South 24- Parganas particularly mentioned and described in the Schedule thereunder written along with other properties unto and in favor of the Vendor herein the said M/s. Dharitri Infraventure Pvt. Ltd. free from all encumbrance whatsoever.
- (d) By virtue of the said three separate Deeds of Kobala thus the Vendor herein became the absolute Owner and seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece or paecel of the said plot of land hereditaments and premises containing by estimation an area of **28.91 Decimals** equivalent to **17 (Seventeen) Cottahs 8 (Eight) Chittacks 16 (Sixteen) Sq.feet** be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza – Hatisala, J.L. No. 09, R.S. No. 31, Touzi No. 2999, Pargana Kalikata comprised in **R.S. Dag No.1239 & 1344** appertaining to **R.s. Khatian No. 791 &336** under the Police Station of Kolkata Leather Complx within the Limits of Benttata-II Gram Panchayet in the District of South 24-Parganas particularly mentioned and described in the **First Schedule** thereunder written and hereinafter referred to as the “**SAID PREMISES**” free from all encumbrances whatsoever and in accordance with the said sanctioned

Building Plan the Vendor herein being the absolute owner thereof started the construction of 2 storied Bungalow and/or G+4 storied Building comprising of several Flats/ Units/Car Parking spaces and other areas on and upon the said Premises being Phase-I, a part or portion of the proposed Housing Complex known as **"ULTRA CITY"**.

- (e) The development work and construction of the said proposed **Phase-I** is under construction in accordance with the said building plan and specifications mentioned in **PART-II** of the **Third Schedule** written hereunder
- (f) The Purchaser(s) herein has/have applied for allotment of the Designated Unit and the appurtenances in the said Premises.
- (g) 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.
- (h) 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:

1. DESIGNATED UNIT AND APPURTENANCES:

- (i) 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 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.
- (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 such payment should be within **15 (Fifteen) day** of 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 entitle 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 any Extra or Deposit at any time after the delivery of possession in case the liability for the same arises or is crystallized thereafter or in case the Vendor deliver the possession of the Designated Unit without receiving the same and the Purchaser(s) shall be liable to pay all such amounts within **15 (Fifteen) days** of receiving a Notice from the Vendor in this behalf.
- (e) The Vendor hereby expressly notify the Purchaser(s) that until any instruction to the contrary given by the Vendor to the Purchaser(s), in writing, the Purchaser(s) shall make payment of the consideration, Extras and Deposits and all other amounts payable to the Vendor hereunder, to **M/s. Dharitri Infraventure Pvt. Ltd.** And any receipt given by the said **M/s. Dharitri Infraventure Pvt. Ltd.** Shall be binding herein.
- (f) Time for payment of all or any amounts by the Purchaser(s) hereunder shall be as of essence to the contract.
- (g) In case the Purchaser(s) commit/s any delay or default in payment of any installment as mentioned in the Payment Plan as per **Eighth Schedule** or in payment of any amount of Extras or Deposits, the Purchaser(s) shall pay interest @**1.25%** per month or part thereof on the amount in question. The Vendor shall have the right to adjust from any further payments made by the Purchaser(s) firstly the accrued interest payable by the Purchaser(s).

3. COMMON AREAS AND INSTALLATIONS :

- (a) The Designated Block and the Premises shall contain the Common Areas and Installations as specified in **PART-I** of the **Third Schedule** hereunder written subject to such variations as the Vendor may from time to time make therein. The Purchaser(s) shall have the right to use the Common Areas and Installations in common with the Vendor and other Co-owners and Installations shall, however, be subject to the payment of the Taxes and Outgoings and observance of the Rules and Regulations framed by the Vendor from time to time (including those mentioned in the **Fifth Schedule** hereunder written).
- (b) Save those expressed or intended by the Vendor to form part of the Common Areas and Installations, no other part or portion of the Designated Block or the Premises shall be claimed to be part of the Common Areas and Installations by the Purchaser(s) either independently or in common with any other Co-owners.

4. CONSTRUCTION AND DELIVERY :

- (a) The sale of the Designated Unit shall be as a finished Unit/Bungalow constructed and completed by the Vendor in the manner and to the extent mentioned in the Agreement and the relationship between the Vendor and the Purchaser(s) shall be strictly as seller and Buyer of the designated Unit and until and unless the payment of the consideration and all other amounts is paid in full 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) days** 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.15/- 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.
- (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 Areas 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.

7. 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.
- (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. 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 form 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 therefor **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 therefor 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 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 Premises and /or the 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, construction, use and enjoyment of the Added Areas of any constructions and developments thereon;
 - (iii) to cause or allow building plan for construction at the Added Areas to be sanctioned by using or showing the frontage or any other beneficial characteristics of the said Premises;
 - (iv) 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;
 - (v) to combine and/or connect the said Premises 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, failing which either party shall be entitled to terminate this Agreement and the Vendor shall upon such termination refund the earnest money without interest, 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) 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 premises viz. Generator, water, electricity, sewerage, drainage etc, thereto as be deemed to be expedient to make such area and construction tenantable.
- (f) The Purchaser(s) do hereby agree, acknowledge and consent to the right, title and interest excepted and reserved upon the vendor under clause 10 and its sub clauses hereinafter and to all the provisions and stipulations contained therein and also otherwise hereunder and undertake/s and convent/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. PURCHASER(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 premises 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 equivalent to 25% of total consideration and the entire Advocate fees for the said 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 @ **15% per annum** 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 an extension of **6(six) months** 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 @**15% per annum** within 15 days of such cancellation.
- (d) Nothing contained herein shall affect or 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 or delivery of possession of the Designated Unit by the Vendor to the purchaser(s) and the compliance of all other obligations 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, earthquake and other Acts of God, Acts of Government, or Statutory Body etc. Strike, riot, mob, air raid, order of injunction or otherwise restraining development or construction at the said premises by the 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 Unit at the said Premises in addition there to

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 favour 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 or 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 be known as "ULTRA CITY" 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 nominate 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 and give both interim order 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 .The language of arbitration should be in English language.

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 to 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 danga land with hereditaments thereto and premises containing by estimation an area **28.91 (Twenty eight point Ninety one) Decimals** equivalent to **17 (Seventeen) Cottahs 8 (Eight) Chittacks 16 (Sixteen) Sq.foot** be the same a little more or less together with a **2** stored building thereon being **Phase-I** a part or portion of the Housing Complex known as **“ULTRA CITY”** including all easement rights and appurtenances thereto lying situate at Mouza- Hatisala J.L. No.-09, R.S. No.-31, Touzi No. 2999, Pargana- Kalikata comprised in **R.S. Dag No.1239 & 1344** appertaining to **R.s. Khation No. 791 &336** under the police station of Kolkata leather complex within the limits of Benttata-II Gram panchayet, Additional District sub Registration office at Bhangar in the District of south 24-parganas which is 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, numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:
PART- I
(DESIGNATED UNIT)

ALL THAT piece or parcel one self contained residential Bungalow (including 2 cottah land) more or less being no. B-60 (Number may be change as per Sanctioned Schedule) **consisting of 3 (three) Bed rooms, 1(one)**

Drawing, 1(one) Kitchen, 3 (three) Toilets, 2(two) open Terrace and 1(one) Car Parking of the said proposed building in phase-I a part or portion of the Housing Complex known as “ULTRA CITY”.

PART- II
(APPURTENANCES)

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

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART – I
(Common Areas and Installations)

A. Common Areas & Installations at the Designated Block :

- (i) One Overhead water tank with water distribution pipes from such Overhead water tank.
- (ii) Water waste and sewerage evacuation pipes and drains from the units to drains and sewers common to the Building.
- (iii) 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.
- (ii) Underground/Overhead water reservoir/tank, 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 Bungalow/Unit)

CONCRETE :

R.C.C. works of Beams, Slabs, Lintels, Chajjas etc. will be done as required basis, Water proofing and roof treatment will be provided at the time of finish.

PLASTERING :

- (a) 12mm thick inside plaster with sand and cement mortar as per site requirement.

FLOORING:

- (a) Tiles with Skirting.
- (b) side wall of Toilet will be finished with glazed tiles 6'ft.height.
- (c) Coloured Glazed Tiles to be Fixed on wall of kitchen height up to 2' ft. from cooking slab (granite stone).

STAIRCASE :

Stair will be finished with Marble (Kota).

WINDOWS :

Aluminum window (Grill only Customer Requirement which is chargeable).
Granite window sills.

BRICK WORKS :

- (a) 10'', 8'' &5'' thickness brickwork will be done as required basis (as elevation is concerned).
- (b) 3'' thickness brickwork will be done only internal partition.

SANITARY & WATER SUPPLY :

- (a) P.V.C. Pipes for external line.
- (b) Overhead reservoir will be R.C.C.
- (c) P.V.C. Rain water pipe for water disposal.
- (d) Concealed pipe line will be used for Toilet and Kitchen.
- (e) Porcelain white English pan for Toilet.
- (f) Stainless Steel Sink and Granite stone top for Kitchen.
- (g) One porcelain wash basin.

DOOR :

- (a) One safety main door.
- (b) One Additional Safety Door.

Door Frames will be made of standard non sinking wood. All doors will be Flash Type (ISI Mark).

PAINTING :

Outside wall of the building will be colour painting and inside walls will be of plaster of paris.

ELECTRIFICATION :

- (a) Concealed wiring.
- (b) 2 (two) light points, 1 (one) Fan point and 5 Amp. Plug point in each Bed Room.
- (c) 2 (two) Light points, 1 (one) Fan Point, 1 (one) 5Amp. Point, One Television Point and 1 (one) Fridge Point and Drawing/Living Room.
- (d) 1 (one) Calling Bell Point at Main Door.
- (e) 1 (one) Light Point, one 5 Amp. Plug and One Chimney / Exhaust Fan point at Kitchen.
- (f) One Light point, One Geysers Point and One Exhaust Fan Point in Toilet.
- (g) One Light Point in the Balcony plus One 5 Amp. Plug point.
- (h) AC point in Master bed room.

EXTERNAL AMENITIES:

- a) Play Ground
- b) Amphi theater
- 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) Meditation & Yoga Area
- m) Landscaped Garden
- n) Fountain
- o) Garden Walkway
- p) Intercom Connectivity
- q) Power Backup for Common Areas
- r) Guard house
- s) 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 42 months 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 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 then one Unit / Bungalow 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 (includin generator, intercom, transformer, water pump with motor, water purifier equipment etc.) nd 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 Bungalow/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 Benttata-II 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, cess 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, cess, 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 with held 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) 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 Benttata-II 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 Benttata-II 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 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.

2. 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 generator, water, etc.) to the Purchases(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 any amount or outgoing (Including Maintenance Charges) payable by the Purchaser(s) in respect of the Designated Unit.
 - (e) The aggregate sum towards the extras and deposits mentioned herein shall be paid by the Purchaser(s) to the Vendor as and when demanded.

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 Designated Unit **Rs. 35,00,000/- (Rupees Thirty Five Lakh)** only including Amenity Charges.

THE EIGHTH SCHEDULE ABOVE REFERRED TO:
(PAYMENT PLAN)

The Total Consideration of **Rs. 35,00,000/- (Rupees Thirty Five Lakh)** mentioned hereinabove shall be paid by the Purchaser(s) to the Vendor in installment as per schedule attached hereto as **Annexure - A**.

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.

Signature of the Vendor

SIGNED, SEALED AND DELIVERED

by the **Purchaser(s)** at Kolkata

in the presence of :

1.

2.

Signature of the Purchaser(s)

R E C E I P T

RECEIVED of and from the within named Purchaser(s) the within mentioned sum of **Rs. 10,05,000/-- (Rupees Ten Lakh Five Thousand)** only as earnest / advance money under this Agreement for Sale as per memo below:-

MEMO OF CONSIDERATION

Total **Rs. 10,05,000/--**

(Rupees Ten Lakh Five Thousand only)

WITNESSES:

1.

2.

Signature of the Vendor

Annexure "A"
Payment Schedule of Bungalow

SL. NO.	PLAN	Amount in Rs (B.S.P)	Payment Status	G. S. T.	Legal Charge
1	At the time of Booking	10% of BSP			
2		10% of			

	At the time of Agreement	BSP	Completed 20% of Total BSP.		
3	On Raft Casting	10% of BSP	Completed 30% of Total BSP.		
4	On Casting of Ground Floor Roof	10% of BSP	Completed 40% of Total BSP.		
5	On Casting of First Floor Roof	10% of BSP	Completed 50% of Total BSP.	12% of Total BSP	1% of Total BSP
6	On Completion of Bricks Work.	10% of BSP	Completed 60% of Total BSP.		
7	On Completion of Plaster.	10% of BSP	Completed 70% of Total BSP.		
8	On Completion of Plumbing and Electrification.	10% of BSP	Completed 80% of Total BSP.		
9	On Completion of Flooring.	10% of BSP	Completed 90% of Total BSP.		
10	On Completion of paint.	10% of BSP	Completed 100% of Total BSP.		
11	Registration				