

Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the **First Schedule Part- II** hereunder written and hereinafter referred to as the **“SAID PART- I PROPERTY”** free from all encumbrances whatsoever which is to be developed by **“FIRST PHASE”**.

- A1. 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.
- (a) The Purchaser(s) herein has/have applied for allotment of the Designated Unit and the appurtenances in the said Premises.
- (b) 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.
- (c) 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:

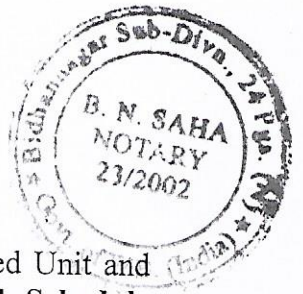
1. DESIGNATED UNIT AND APPURTENANCES:

- (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 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.

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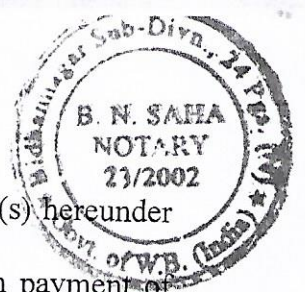


2. **PAYMENTS BY THE PURCHASER(S) :**

- (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 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.

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- (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 :**

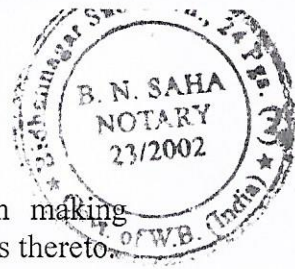
- (a) The Designated Block and the Premises shall contain the Common Areas and Installations as specified in **PART-I** of the **Third Schedule** hereunder written subject to such variations as the Vendor may from time to time make therein. The Purchaser(s) shall have the right to use the Common Areas 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 Flat constructed and completed by the Vendor in the manner and to the extent mentioned in this 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 payment of the consideration and all other amounts 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) day** of

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such notice take possession of the Designated Unit upon making payment of the entire consideration and the Extras and Deposits thereto.

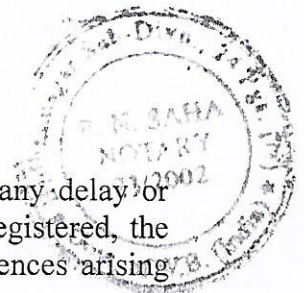
- (d) Before issuing the Notice for Possession, the Vendor shall provide temporary or permanent connection of water, electricity, sewerage and drainage in or for the Designated Unit. It will not be necessary for the Vendor to construct or complete all the Building at the Housing Complex and/or to install 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 sanctionable 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

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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.

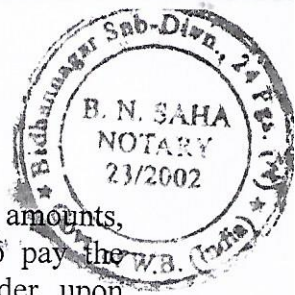
7. **AREA CALCULATION AND VARIATIONS :**

- (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. 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



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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


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