

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 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, earthquake 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 premises 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.

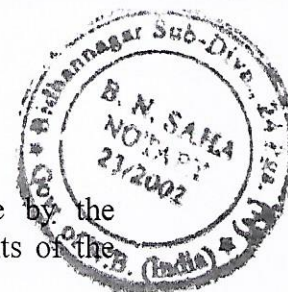
(b) The Purchaser(s) agree/s to register this Agreement and to bear and pay all stamp duty, registration fee and allied expense in connection therewith and the vendor hereby agrees to be available for registration of the same.

(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

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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 "DHARITRI WEBCITY" 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.

(h) Two (1.5 ton split) A.C free.

**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:**

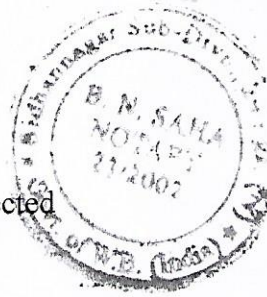
Unless otherwise expressly mentioned herein all Notice to be served hereunder by any of the parties on the other shall be deemed to have been served by hand or sent by registered post or speed post with acknowledgement due at the address of the other party mentioned hereinabove of hereafter notified 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

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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 and hereditaments thereto containing by estimation an area of **Re: 187 (One Hundred Eighty Seven) Decimals equivalent to 308 (Three Hundred Eight) Cottah 24 (Twenty Four) Chittacks 75(Seventy Five) Sq. ft.** be the same a little more or less together with a (G+4) stored building thereon a part or portion of the Housing Complex known as “**DHARITRI WEBCITY**” including all casement rights and appurtenances thereto lying situate at Mouza – Amgachia, J. L. No. 93, **R.S. Dag No. 85 appertaining to R.S Khatian No. 10585,** under the Police Station Bishnupur within the Limits of Amgachia Gram Panchayet, Additional District Sub Registrar of Bishnupur 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, numbered described or distinguished.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**PART- 1**  
**(DESIGNATED UNIT)**

ALL THAT piece and parcel of one self contained residential 3 BHK Flat having an area of 900 Sq. ft. more or less on 3<sup>rd</sup> floor, Block no. 7, Flat Number F-6, consisting of 3(Three) Bed room, 1(one) Dining Cum Kitchen, 2(two) Toilet and 1(one) Balcony of the said proposed building in phase-I a part or portion of the Housing Complex known as “**DHARITRI WEBCITY**”.

**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 :**

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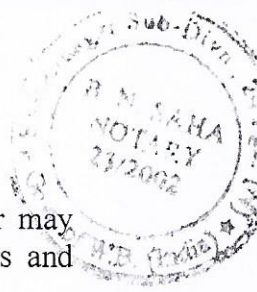
- (i) Staircase, landing and passage with glass panes and stair-cover on the ultimate roof.
- (ii) Concealed Electrical wiring and fittings and fixtures for lightening the staircase, common areas, lobby and landing for operating the lift of the Designated Block.
- (iii) One Life with all machineries, 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.

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- (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)

#### 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 (black stone).

#### STAIRCASE :

Stair will be finished with Marble (Kota).

#### WINDOWS :

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

#### 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.

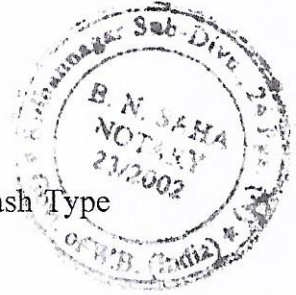
#### SANITARY & WATER SUPPLY :

- (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 Black stone top for Kitchen.
- (g) One porcelain wash basin.

#### DOOR :

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

**PAINING :**

Outside wall of the building will be colour painting and inside walls of all flats will be 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 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 bedroom.

**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) Landscaped Garden
- m) Fountain
- n) Garden Walkway
- o) Intercom Connectivity
- p) Power Backup for Lift & Common Areas
- q) Guard house
- r) Close Circuit TV

**LIFT :**

Lift will be provided of reputed Company.

**PART- III**  
(Period of construction of Unit)

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