

# AGREEMENT FOR SALE

ROYAL ENCLAVE PHASE-I  
AT MOUZA - HATISALA

BETWEEN

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

AND

PURCHASER(S) - SMT MANIKA DAS





**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" 4<sup>th</sup> 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 - Amalhandia, 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**

**SMT MANIKA DAS** (having Pan ABXPD9179R), Wife of Late Prabir Bijay Das, by faith-Hindu, by nationality - Indian, by occupation- Retired, residing at A/61, Brahmapur More, PO-Brahmapur, PS-111Regent Park, Dis- South 24 Parganas, West Bengal, Pin-700096, 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 PARTSECTION 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+4) storied residential Building and/or Bungalow sanctioned by the Beonta-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 expect the same, no other part or portion of any of the New Building or the said Premises shall be claimed to be part of the Common Areas and Installations by the Purchaser(s) either independently or jointly with any other Co-owner/s;

- (g) "Common Expenses" shall mean and include all expenses for the Common Purposes including those mentioned in the Fourth Schedule hereunder written;
- (h) "Common Purposes" shall mean and include the purposes of managing maintaining and up-keeping the said Premises and the New Building and in particular the common Areas and Installations, rendition of common services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their respective Units exclusively and Common Areas and Installations in common;
- (i) "Co-owners" shall mean all the Purchaser(s) who from time to time have purchased and/or agreed to purchase any Flat/Unit Bungalow/Car Parking Space and taken possession of such Flat/Unit/Bungalow/Car Parking Space including the Vendor for those units not alienated or agreed to be alienated by the Vendor;
- (j) "Designated Block" shall mean Building in which the Flat/Unit/Bungalow/Car Parking Space agreed to be purchased by the Purchaser(s) is situated.
- (k) "Designated Unit" shall mean the Unit described PART-I of the Second Schedule hereunder written;
- (l) "Maintenance-In-Charge" shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes means M/s. Dharitri Infraventure Pvt. Ltd. in terms of the clause 9 and its sub clauses;
- (m) "New Building" shall for the time being mean the one individual building to be constructed by the Vendor from time to time at the said Premises;
- (n) "Purchaser(s)" shall mean one or more Purchaser(s) named above and include:-
  - (i) In case of an individual, his/her/their heirs executors administrators legal representatives and/or assigns;
  - (ii) In case a partnership firm, its partners for the time being their respective heirs executors administrators legal representatives and/or assigns;
  - (iii) In case a partnership firm, its partners for the time being their respective heirs executors administrators legal representatives successors-in-office and/or assigns;
  - (iv) In a case of a Company, its successors or successors-in-office and/or assigns;
  - (v) In case not falling within any of the above categories, the constituent of the Purchaser(s) as its nature and character permits and their heirs, legal representatives or successors as the case may be and/or assigns;

- (o) **“Said Premises”** shall mean ~~the~~ property described in the **First Schedule** hereunder written;
- (p) **“Said share in the land”** shall mean the proportionate undivided indivisible share in the land comprised in the plinth of the Designated Block;
- (q) **“Units”** shall mean ~~the~~ independent and self-contained Flat/Unit/Bungalow/Car Parking Space and other constructed spaces in the New Building at the said Premises capable of the being exclusively held or occupied by a person;
- (r) **“Vendor”** shall mean the above named **M/s. Dharitri Infraventure Pvt. Ltd.** And include its successors or successors-in-office and/or assigns.
- (s) Words importing **masculine gender** shall according to the context mean and construe **feminine gender and/or neuter gender** as the case may be similar words importing **feminine gender** shall mean and construe **masculine gender and/or neuter gender**; Likewise words importing **neuter gender** shall mean the construe **masculine gender and/or feminine gender**;
- (t) Words importing **singular number** shall according to the context mean and construe the **plural number** and vice versa. Similarly words importing **singular number** shall include the **plural number** and vice versa;

#### **SECTION –II # RECITALS:**

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

**A1. Re: 17.59 (Seventeen point Fiftv Nine) Decimals equivalent to 10 (Ten) Cottahs 10 (Ten) Chittacks 12.20 (Twelve point Twenty) Sq. ft. 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. 1322(Dag Number may be change as per Sangsan Schedule) appertaining to R.S. Khatian No. 437 under the Police Station of Kolkata Leather Complex within the Limits of Beonta-II Gram Panchayet, Additional District Sub Registration Office at Bhangar in the District of South 24 Parganas hereinafter referred to as “THE SAID PPREMISES”:**

- (a) By virtue of a Deed of Kobala dated **14<sup>th</sup> August, 2015** corresponding to **28<sup>th</sup> Agrahayan, 1422 B.S.** duly registered in the office of the Additional District Sub Registrar at Bhangar, South 24-Parganas in Book No. I, Volume No. 1621 – 2015, Pages 35619 to 35657, Being No. 162104606 for the year 2015, one Rafikul Hasan & 12 others indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned **ALL THAT** piece or parcel of a plot of danga land containing by estimation n area of **08.20 Decimals** be the same a little more or less out of **59 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. 1322(Dag Number may be change as per Sangsan Schedule)** appertaining to **R.S. Khatian No. 437** under the Police Station of Kolkata Leather Complex



within the Limits of Beonta-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 **29<sup>th</sup> August, 2015** corresponding to **3<sup>rd</sup> Bhadra, 1422 B.S.** duly registered in the office of the Additional District Sub Registrar at Bhangar, South 24-Parganas in Book No. I, Volume No. 1621 - 2015, Pages 38114 to 38135, Being No. 162104739 for the year 2015, one Nurhuda Begum indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of another plot of danga land containing by estimation an area of **06.06 Decimals** be the same a little more or less out of **59 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. 1322(Dag Number may be change as per Sangsan Schedule)** appertaining to **R.S. Khatian No. 437** under the Police Station of Kolkata Leather Complex within the Limits of Beonta-II Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour 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 **24<sup>th</sup> September, 2015** corresponding to **6<sup>th</sup> Ashwin, 1422 B.S.** duly registered in the office of the Additional District Sub Registrar at Bhangar, South 24-Parganas in Book No. I, Volume No. 1621 - 2015, Being No. 162105373 for the year 2015, one Laili Molya & 10 others indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of another plot of danga land containing by estimation an area of **03.53 Decimals** be the same a little more or less out of **59 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. 1322(Dag Number may be change as per Sangsan Schedule)** appertaining to **R.S. Khatian No. 437** under the Police Station of Kolkata Leather Complex within the Limits of Beonta-II Gram Panchayet in the District of South 24- Parganas particularly mentioned and described in the Schedule thereunder written alongwith other properties unto and in favour 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 parcel of the said plot of land hereditaments and premises containing by estimation an area of **17.59 Decimals** equivalent to **10 (Ten) Cottahs 10 (Ten) Chittacks 12.20 Sq. ft.** 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.1322(Dag Number may be change as per Sangsan Schedule)** appertaining to R.s. Khatian No. 437 under the Police

Station of Kolkata Leather Complex within the Limits of Beonta-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 a (G+4) storied Building and/or Bungalow 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 "**ROYAL ENCLAVE**".

- (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 by his/her/its/their Application dated 06.01.2017, 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 excepted reserved unto the Vendor) as also 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 WITNESSTH AND IT IS HEREBY AGREED AND DECLEARED 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. 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 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 instalment 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 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 Flat/Bungalow constructed and completed by the Vendor in the manner and to the extent mentioned in his Agreement and the relationship between the Vendor and the Purchaser(s) shall be strictly as seller and Buyer of the designated Unit the Purchaser(s) upon payment of the consideration and all other amounts 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, 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 within **15 (Fifteen) day** of the Vendor issuing the Designated Unit upon making payment of the entire consideration and the Extras and Deposits.
- (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 and/or the Designated Unit, 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 Ares and Installations).

5. COMPLETION OF SALE :

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

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



- (a) The Purchaser(s) may, with the prior consent in writing of the Vendor and against payment in advance to the Vendor of a sum equivalent to 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 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 125%. The super built-up area of the Designated Unit shall be as mentioned in PART-I of the Second Schedule hereunder written.
- (b) The Purchaser(s) has/have verified and satisfied himself/herself/itself/themselves fully from the Building Plan about the super built-up area of the Designated Unit and also the super built-up area thereof mentioned herein and has accepted the same fully and in all manner including for the purposes of payment of the consideration and other amounts, respectively hereunder. The Purchaser(s) has/have agreed to pay the consideration amount payable by the Purchaser(s) hereunder upon having fully satisfied himself/herself/itself/themselves about the super built-up area to comprise in the Designated Unit mentioned in PART-I of the Second Schedule hereunder written and unless the super built-up area is upon completion of construction found to be less than the respective areas thereof mentioned in this Agreement, there shall be no reduction in the price or other amounts (wherever calculated on the basis of area) payable by the Purchaser(s) to the Vendor in terms hereof. If upon construction of the Designated Unit there is any increase in the area of or relating to the Designated Unit then the

consideration and other amounts payable by the Purchaser(s) will be increased on or pro-rata basis. The Certificate of the Architect appointed by the Vendor as regards the area of the Designated Unit and/or of the area of the Common Areas and Installations shall be final and binding on the Parties.

- (c) The Vendor shall, in its sole discretion, be entitled not to entertain any request for modification in the internal layout of the Designated Unit.

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

- (a) Unit the period mentioned in clause 8 (b) hereinafter, the Common Areas and Installations shall be in the exclusive control, management and administration of **M/s.Dharitri Infraventure Pvt. Ltd.** may itself or by appointing any person or facilities management agency, look after and administer the acts relating to the Common Purposes subject to adherence of the rules and regulations and payment of the maintenance charges and other outgoings in terms hereof by the Purchaser(s) and the other Co-owners. The Purchaser(s) shall, if so required by the vendor, enter upon separate maintenance related agreement with them or the Maintenance Agency appointed by it.
- (b) Within one year from the delivery of the possession of 80% of the Units in the building and / or Housing Complex or earlier if so decided by the Vendor, the Association will be formed to take over the control, management and administration of the Common Purposes. The Purchaser(s) hereby agree/s and undertake/s that it shall be bound to become a member of such Association and co-operate with the Vendor fully and in all manner and sign all necessary documents; applications, papers , powers etc. with regard to formation of the Association.
- (c) In case due to any reason, the Developer sends Notice in writing to the Purchaser(s) and the other Co-owners for the time being, to take over charge of the acts relating to Common Purposes within the period specified therein, then and only in such event, the Purchaser(s) along with the other Co-owners shall immediately upon receiving such Notice, themselves 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 **Provide 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 date of sending the Notice by the Vendor the Association is not formed by the Co-owners in terms of 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 demarcated portions of the ground level at the said premises ad 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 also be entitled with the permission of the concerned authorities, to construct additional storey or stories on the roof of the Designated Block or any part thereof and to deal with, use let out, convey and/or otherwise transfer the same to any person for such consideration and in such manner and so such terms and conditions as the vendor, in its sole discretion, may think fit and proper. In the event of any such construction the roof of such construction being the ultimate roof for the time being, shall then become a Common Area common to all the Co-owner of the Building where the vendor shall shift the Over-head Water Tank and other common installation.

- (c) 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 at 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 deem fit and proper.
- (d) The Vendor shall suitably inform at an appropriate time by General Notice or any Specific Notice to the Purchaser(s) about any modifications and/or alterations in the terms of this agreement owing to any linkage with any Additional Area and so long as the location or area of the said Unit is not changed, the Purchaser(s) shall not object thereto or raise any claim in respect thereof **Provided That** in case the location or area of the said Unit also gets affected due to such linkage , the parties shall mutually discuss and finalize the consequence thereof and failing such agreement, either party shall be entitled to terminate this Agreement and the Vendor shall upon such termination refund the earnest money until then paid by the purchaser(s) to the vendor.



- (e) 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
- (f) The Vendor shall also be entitled to put or allow anyone to put neon sign, hoardings, sign boards or any other installation on the Roof of the Designated Block or any part thereof at such consideration, rent, hiring charges etc. and on such terms and conditions as the Vendor in its sole discretion, may think fit and proper and to appropriate the same to its own benefit exclusively and all such rights shall be excepted reserved unto the Vendor.
- (g) 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, lift, Generator water, electricity, sewerage, drainage etc, thereto as be deemed to be expedient to make such area and construction tenable.
- (h) The Vendor shall be liberty to caused to be changed the nature of use or occupancy group in respect of any Unit of Units (other than the Designated Unit), parking Space of other areas/spaces to any user or occupancy group as the Vendor may deem fit and proper and to own, use, enjoy, sell and /or transfer the same as such.
- (i) The Purchaser(s) do hereby consent and confirm that the Vendor shall be at liberty to have the building Plan changed, sanction afresh, modified and/or altered for construction, reconstruction, addition and/or alteration of or to the Housing Complex or any part thereto or due to arising out of any linkage with the Added Areas and/or for change of user of any Unit other than the Designated Unit Provided That in case by such modification, alteration and/or sanction the location or build-up area of the Designated Unit is likely to be affected then the vendor shall take a consent in writing from the purchaser(s) for such modification, alteration and/or sanction.
- (j) 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 hereinabove and to all the provisions and stipulations contained therein and also otherwise hereunder and undertake/s and consent/s not raise any dispute, objection, hindrance, obstruction or claim with regard to the same or doing or carrying out of any such act, deed or thing in connection therewith by the vendor and\ or persons deriving title or authority from the vendor and agree/s to sign, execute and/or deliver such further agreements, supplementary agreements, consents and other papers and writings as may be required by the vendor and do all acts deeds