

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complained of within the said period of 30 days, this Agreement shall at the option of the vendor stand terminated and rescinded and in the event of such termination and rescission the rights and claims if any, of the purchaser(s) against the vendor, the Designated Unit and/or any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 of 25% of total consideration and the entire Advocate fees 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 sort fall shall be paid by the purchaser(s) to the vendor separately and within 7 days of the 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 and 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 carper 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 @12% per annum within 15 days of such cancellation.
- (d) Nothing contained herein shall affect of prejudice the right of either [arty 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. Strom, tempest, fire, flood, earth quake and other Acts of God of Acts of Government, Statutory Body etc. Strike, riot, mod, 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 Flat/Unit in the Building 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) proportionate undivided share in the land of the plinth of Designated Block shall be the proportion in which the built up area of Designated Unit may bear to the built up area of all Units in the Designated Block. The Purchaser(s) proportionate share in other matters shall be proportion in which the built-up area of the Designated Unit may bear to the built-up area of all the Units in the Building. It is clarified that while determining the proportionate share of the purchaser(s) in the various matters referred herein, the decision of the vendor on any variations shall be binding on the purchaser(s)

(c) 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.

(d) 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)

(e) 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 waiver of any breach or non-compliance by the purchaser(s) not shall the same in any way or manner prejudice the rights of the vendor.

(f) 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.

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

(h) 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 not 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 of the person as be nominated by him shall have the power to pass and give 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 and the Arbitration shall be held at Kolkata only.

**15. NOTICE:**

Unless otherwise expressly mentioned herein all Notice to the 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 of return of the cover sent by registered post without the same being served.

**16. JURISDICTION:**

Only the Civil courts within the Ordinary Original Civil 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 or parcel of a parcel of a plot of danga land hereditaments and premises containing by estimation an area of **17.59 (seventeen point Fifty Nine) Decimals** equivalent to **10 (Ten) Cottaha 10 (Ten) Chittacks 12.20 (Twelve point Twenty) Sq.fit** be the same a little more or less togetherwith a (G+IV) stored building thereon being **Phase-I** a part or portion of the Housing Complex known as "**ROYAL ENCLAVE**" including all easement rights and appurtenances thereto lying situate at Mouza- 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-11 Gram panchayet, Additional District sub Registration office at Bhangar in the District of south 24-parganas and 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-1**  
**(DESIGNATED UNIT)**

ALL THAT piece or parcel one self contained residential Flat having a super built up area of 350 sq. ft., 1BHK more or less consisting of 1(one) Bed rooms, 1(one) Dining Cum Kitchen, 1(one) Toilet and 1(one) Balcony of the said proposed building or portion of the Housing Complex known as "ROYAL ENCLAVE".

**PART-II**  
**(APPURTENANCES)**

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

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**PART - I**

(Common Areas and Installations)

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

- (i) Staircase, landing and passage with glass panes and stair-cover on the ultimate roof.
- (ii) Concealed Electrical wiring and fittings and fixtures for lightening the staircase, common areas, lobby and landing for operating the lift of the Designated Block.
- (iii) One Life with all machineries, accessories and equipments (including the lift machine room) and lift well for installing the same in the Designated Block.
- (iv) Ultimate Roof of the Building subject to exceptions, reservations and rights of the Vendor herein.
- (v) Electrical installations with main switch and meter and space required therefore in the Building.
- (vi) One Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Flats/Units of the Building.
- (vii) Water waste and sewerage evacuation pipes and drains from the units to drains and sewers common to the Building.



- (viii) Such other areas, installations and / or facilities as the Vendor may from time to time specify to form part of the Common Areas and Installations of the Designated Block.

**B. Common Areas & Installations at the Designated Premises :**

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

**PART- II**

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

**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 pan for Toilet.
- (f) Stainless Steel Sink and Black stone top for Kitchen.

**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 of all flts 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.

**LIFT :** Lift will be provided of reputed Company.

**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 36 month.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
(Common Expenses)

1. **MAINTENANCE** : All cost and expenses of maintaining, repairing, redecorating, replacing and renewing etc. of maintaining, repairing, redecorating, replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas and Installations of the Designated Block and of the Building Premises (including lift, generator, intercom, transformer, water pump with motor, water purified equipment, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Designated Block and/ or the Building and /or enjoyed or used by the Purchases(s) in common with other occupiers or serving more then one Unit / Flat and other saleable space in the Building and at the Premises, main entrance, landing and staircase of the boundary walls of the Premises, compounds etc. The cost of cleaning and lightening the Common areas and Installations, the main entrance, passages, driveways, landing, staircases and other parts of the Designated Block and/or the Building so enjoyed or used by the Purchaser(s) in common as aforesaid and keeping the adjoining side in side spaces in good and repaired conditions.
2. **OPERATIONAL**: All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including lift, generator, intercom, transformer, water pump with motor, water purifier equipment etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF**: The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION**: Establishment and all other expenses of the Association and also similar expenses of the Maintenance-In-Charge looking after the common purposes until handing over the same to the Association.
5. **TAXES**: Panchayet and other rates, taxes and levies and all other outgoings in respect of the Premises (save those assessed separately in respect of any Flat/Unit).
6. **INSURANCE** : Insurance premium for insurance of the Building and also otherwise for insuring the Designated Block against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES**: Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS**: All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor and/or the Association for the common purposes.



**THE FIFTH SCHEDULE ABOVE REFERRED TO :**  
**PART-I**  
**(OUTGOINGS AND TAXES)**

1. The Purchaser(s) bind himself / herself / itself / themselves and covenants to bear and pay and discharge the following expenses and outgoings:
  - (a) Panchayet rates and taxes and water tax, if any, assessed on or in respect of the Designated Unit directly to the Beonta-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 7<sup>th</sup> 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) Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Block save at the place as be approved or provided by the Maintenance-In-Charge **Provided However That** nothing contained herein shall prevent the Purchaser(s) to put a decent nameplate outside the main gate of his/her/its/their Flat/Unit. It is hereby expressly made clear that in no



event the Purchaser(s) shall open out any additional window or alter the size of any window as be provided in the Designated Unit.

- (c) To apply for and obtain at his/her/its/their own costs separate assessment and mutation of the Designated Unit in the records of Beonta-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 Beonta -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 lifts, generators, tube-wells, 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 lift, 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 on 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 hereinabove written totaling to Rs..... 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 Flat / Unit Comprised in the Designated Unit Rs. 7,50,000/- (rupees seven lac fifty thousand) only.
2. For Amenity Charge Rs. 1,50,000/- (rupees one lac fifty thousands) only.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO:**  
**(PAYMENT PLAN)**

The said total consideration of Rs. 9,00,000/- (rupees nine lac) only mentioned hereinabove shall be paid by the Purchaser(s) to the Vendor in installments as follows:

1. Rs. 1,50,000/- (rupees one lac fifty thousands) only has already been paid at the time of booking.
2. The Balance amount of Rs. 7,50,000/- (rupees seven lac fifty thousand) only within .....20..... from the date hereof at the time of handing over the possession and / or execution or registration of the Deed of Conveyance of the said Flat/Unit, whichever is earlier. If the Purchaser(s) fail(s) and / or neglect(s) to pay the said balance consideration amount within ..... 20..... then and on that event the Vendor shall have every right to claim interest at the rate of 36% per per annum on the said balance amount from the Purchaser(s) herein.

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

**SIGNED, SEALED AND DELIVERED**

By the Vendor at Kolkata  
In the presence of:-

1.

2.

For Dharitri Infraventure Pvt. Ltd.

*Biswanjit Ray*

Authorised Signatory

-----  
Signature of the Vendor

**SIGNED, SEALED AND DELIVERED**

by the Purchaser(s) at Kolkata  
in the presence of :

1.

2.

*Mamika Das*

-----  
Signature of the Purchaser(s)



## RECEIPT

RECEIVED of and from the within named Purchasers(s) the within mentioned sum of Rs.1,50,000/- (Rupees One Lac Fifty Thousands) only as earnest / advance money under this Agreement for Sale as per below:-

### MEMO OF CONSIDERATION

-----  
Total      Rs 1,50,000/-  
-----

(Rupees One Lac Fifty Thousands only)

### WITNESSES:

1.

For Dharitri Infraventure Pvt. Ltd.

*Biswajit Ray*

Authorised Signatory

2.

-----  
Signature of the Vendor

Drafted by : -

Kalipada Charan,  
Advocate,  
1171, Purba Sinthee Road,  
(Fakir Ghosh Place),  
Sagarika Apartment,  
Flat No. 2, Dum Dum,  
Kolkata - 700030