

**AGREEMENT FOR FLAT**

**THIS AGREEMENT FOR FLAT** is made in this \_\_\_\_\_ day of \_\_\_\_\_  
Two Thousand Nineteen (2019)

**B E T W E E N**

**M/S. DHARITRI INFRAVENTURE PVT. LTD. (having PAN AAFCD3234P)**, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Premises No. DN-51, Merlin Infinite, Unit-606, Sector- V, Salt Lake City, Kolkata-700091, being represented by its Directors SRI VICKY SINGH (having PAN CIEPS6214G), son of Late Ranjit Singh, by faith – Hindu, by nationality – Indian, by occupation – Service, residing at 5/H/1, Bagmari Road Maniktala Kolkata - 700054, West Bengal (which term or expression shall mean and include the assigns/representatives/agents and administrators) hereinafter referred to as **FIRST PARTY**.

1) **DIBYENDU MUKHERJEE (having PAN – BJKPM8406L)**, Son of – Tapan Kumar Mukherjee, 2) **TAPAN KUMAR MUKHERJEE (having PAN – AEAPM2082E)**, Son of – Late Ardhendu Kumar Mukherjee, both are residing at – M – 65 Ardhendu Bhawan, Dhunara Plot Benachity, Durgapur, Pin - 713213, (which term or expression shall mean and include unless repugnant to the context thereto shall deemed to mean and include his/her heirs, agents, assigns, representatives and successors) of the **OTHER PART/SECOND PARTY**

**WHEREAS THE PARTIES** has agreed to this Agreement (hereinafter referred to as “the Said Agreement”). This Agreement is made and entered into by and between **M/S. DHARITRI INFRAVENTURE PVT. LTD.**, hereinafter referred as **FIRST PARTY** to this Agreement whose address is Premises No. DN-51, Merlin Infinite, Unit- 606, Sector- V, Salt Lake City, Kolkata-700091, and 1) **DIBYENDU MUKHERJEE (having PAN – BJKPM8406L)**, Son of – Tapan Kumar Mukherjee, 2) **TAPAN KUMAR MUKHERJEE (having PAN – AEAPM2082E)**, Son of – Late Ardhendu Kumar Mukherjee, is hereinafter referred as the **SECOND PARTY** to this Agreement whose address both are residing at – M – 65 Ardhendu Bhawan, Dhunara Plot Benachity, Durgapur, Pin - 713213,

**DEFINITIONS:**

Unless, in this agreement, there be something contrary or repugnant to the subject or context:

- a. **“This agreement”** shall mean the Agreement and Schedules all read together.
- b. **“Co-owners”** shall mean (a) all the Purchaser/s of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owner/Promoter, shall mean the respective Owner and/or Promoter;

- c. **“sanctioned plan”** shall mean the plan sanctioned by the Statutory Govt. bodies, and include additions/alterations made thereto subject to compliance of the Act.
- d. **“Other exigencies”** shall include Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining or suspending development or construction at the said Land or in obtaining connections of the water, drainage, electricity or other connections by the Court of Law, Tribunal or Statutory Body.
- e. **“Scheduled date”** shall mean the date of completion of the project as per registration with the Authority and include the extension of registration, if any, granted to the said project by the Authority, as per the Act.
- f. **“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 until then mean the Developer;
- g. **“Common Purposes”** shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common.
- h. **“Designated Unit”** shall mean the Unit described PART-I of the Second Schedule hereunder written;
- i. Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
- j. Number: words importing singular number shall according to the context mean and construe the plural number and vice versa
- k. **“Designated Block”** shall mean Building in which the Flat/Unit/Bungalow/Car Parking Space agreed to be purchased by the Purchaser(s) is situated
- l. **“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;
- m. **“Said Premises”** shall mean the property described in the **First Schedule** hereunder written;
- n. **“Said share in the land”** shall mean the proportionate undivided indivisible share in the land comprised in the plinth of the Designated Block;
- o. **“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;

### **AND WHEREAS**

1. **DEVELOPER - (M/S. DHARITRI INFRAVENTURE PVT. LTD.)** is the Project duly represented by one of its Director Mr. SRI VICKY SINGH , having its office at DN-51, Merlin Infinite, Unit- 606, Sector- V, Salt Lake City, Kolkata-700091, within the jurisdiction of Bidhannagar Police Station eager to continue the project of constructing residential FLATs/complex herein respectively on the land as per the Schedule therein.
2. **CUSTOMER - 1) DIBYENDU MUKHERJEE (having PAN - BJKPM8406L)**, Son of – Tapan Kumar Mukherjee, **2) TAPAN KUMAR MUKHERJEE (having PAN - AEAPM2082E)**, Son of – Late Ardhendu Kumar Mukherjee, is hereinafter referred as the **SECOND PARTY** to this Agreement whose address **both are residing at – M – 65 Ardhendu Bhawan, Dhunara Plot Benachity, Durgapur, Pin - 713213,**
3. **Purpose.**The purpose of this Agreement is to establish the terms and conditions under which both the parties herein covenants with towards the successful completion of the project at its entirety till the successful handover of the respective units/FLATs/ etc as per booking and more fully application form.
4. **Term of AGREEMENT-** This Agreement is effective from the day and date when executed by the duly authorized representatives of the parties to this Agreement. This Agreement may be terminated, without cause, by either party within such time as may be decided mutually by the parties hereto, with prior written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

5. **Responsibilities of [FIRST PARTY]**. The responsibility of the First Party is to construct and handover the peaceful possession of the Designated Unit/FLAT along with all amenities, to the Intending Purchasers upon payment of Consideration Amount as mentioned herein below within the **36 (Thirty Six) month** hereof.
6. **Responsibilities of [CUSTOMER-SECOND PARTY]**. The responsibility of the Customer is to abide pay the consideration as and when demanded by the First Party, and to render his/her full co-operation in smooth construction of the Said Building.
7. **DEFAULTS:** a) In case the Purchaser(s) commit/s default in making payment of the consideration, extras and/or deposits or any installment/part thereof within time or commit/s any breach of the terms and conditions herein contained, then or in any of such events, the Vendor shall give a **30 days'** Notice to the purchaser(s) to pay the amounts under default or to rectify the breach. In case the Purchaser(s) fail/s and or neglect/s to make the payment of the said amounts under default with applicable interest or to rectify the breach complained of within the said period of 30 days, this Agreement shall at the option of the vendor stand terminated and rescinded and in the event of such termination and rescission the rights and claims if any, of the purchaser(s) against the vendor, the Designated Unit and/or any appurtenance shall stand extinguished without any right of the purchaser(s) hereunder. In the event of cancellation, the Vendor shall be entitled to forfeit a sum equivalent to 10% of paid amount before cancellation and the entire Advocate fees for the unit then payable by for the unit then payable by the purchaser(s) as and by way of pre- determined compensation and liquidated damages. The balance amount, if any, remaining with the vendor out of the earnest monies until then received by the vendor from the purchaser(s) shall become refundable by the vendor to the purchaser(s) without any interest and from out of the realization received by the vendor upon transfer of the Designated Unit to any other interested Buyer. In case the earnest money until then received by the vendor is insufficient to cover the said predetermined compensation and liquidated damages, the short fall shall be paid by the purchaser(s) to the vendor separately within **7 days** of such termination or recession of this Agreement by the vendor. It is agreed that the pre-determined compensation and liquidated damages mentioned above has been mutually assessed by the Parties to be genuine pre-estimate of damage expected to be suffered by the vendor in the event mentioned

hereinabove. Consequently, it will not be open to the purchaser(s), at any time, to contend to the contrary.

- b) In case the Vendor condones the default of the Purchaser(s) then and in such event the Purchaser(s) shall, along with such dues and/or arrears, pay interest rate calculated as per State Bank of India savings account.
- 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 extension of **6(six) months** and 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) pay interest rate calculated as per State Bank of India savings account 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 **calculated at SBI Bank savings rate of interest** 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.

**GENERAL PROVISIONS:-**

- A. Applicable Law.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the land within the jurisdiction of Kolkata as well as West Bengal. The courts of the state capital Kolkata shall have jurisdiction over any action arising out of this Agreement and over the parties. In case of any disputes in regard the said Agreement and/or the PROJECT itself the Company will refer the disputes (if any arise after signing this Agreement) will be resolved through Arbitration only under the Arbitration and Conciliation Act, 1996 (as amended) and also the jurisdiction will be in and around the city Kolkata.
- B. Entirety of Agreement** - This Agreement, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

- C. Severability** - Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- D. Sovereign Immunity.** The parties herein by entering into this Agreement, and each fully retains all immunities and defenses provided by law of the land and with respect to any action based on or occurring as a result of this Agreement.
- E. Signatures:** In witness whereof, the parties to this AGREEMENT have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.
- F.** All the parties herein are indemnify each other and keep indemnified against all actions, proceedings , suits, complaints, all costs, expenses/charges, loss and damages therein which may incurred in regard to the completion of the entire project hereto.
- g. Taxes:** If at any time after the effective date, there be imposition of any new or enhancement in any tax or levy or fees or charges (including stamp duty and /or registration charges) on the transfer or construction of the apartment, the same shall be borne and paid by the purchaser within 7 days of demand being made by the developer without raising any objection thereto.

**Force Majeure Events shall include the following:**

- (a) Act of war, hostilities (whether be declared or not), invasion, act of foreign enemies, armed conflict, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage.
- (b) Rebellion, terrorism, revolution, insurrection, military or usurped power or civil war.
- (c) Riot, commotions or other civil disorders.
- (d) Any act, restraint or regulation of any Governmental instrumentality including any local state or central government of India or any department, or agency thereof including (i) Any act, regulation or restraint constituting a change in law. (ii) Any failure by a competent authority to grant or renew any license, permit or clearance within reasonable time (other than for cause) after application

- having been duly made or (iii) the imposition of any material condition on the issuance or renewal or continuance of any approval from a competent authority.
- (e) Any local issues which may hamper the implementation of the project.
  - (f) Flood, cyclone, lightning, earthquake, draught, storm or any other effect of natural elements.
  - (g) Epidemic, famine or plague.
  - (h) Radioactive contamination or ionizing radiation.
  - (i) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof.
  - (j) Strike, lockout or other labour difficulties.
  - (k) Legal proceedings or any other order, rule or notification issued by the competent authorities effecting the development of the project.

**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.

**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.

**JURISDICTION:**



Only the courts within the Jurisdiction of the High Court at Kolkata shall have the Jurisdiction to entertain try and determine all action and proceedings between the Parties hereto relating to or arising out of or under this Agreement or connected therewith including the arbitration as provided hereinabove.

The effective date of this Agreement is the date as mentioned hereinabove

**:-SCHEDULE A:-**

All that piece and parcel of land within the Mouza – Hudarait, JL No – 54, within the jurisdiction of Rajarhat police station.

**:-SCHEDULE B:-**

Tower No: 19

Floor: 2<sup>nd</sup>

Area: 1027 Sq.ft

FLAT No: B

Free Open Car Parking

**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 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.
- (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)**

**1. CONCRETE:**

1.1. R.C.C works of beam. Slab, lintels, chajja etc.

**2. BRICK WORK**

2.1. 8" Brick work will all outside wall.

2.2. 5" & 3" Brick work in all inside wall.

### **3. PLASTERING**

- 3.1. All internal Plaster will be 12mm thick with sand & cement mortar.  
 3.2. All External Plaster will be 19 mm thick with sand & cement mortar.

### **4. FLOORING**

- 4.1. Room: 2'x2' tiles or Marble marwar. With 4" skirting. Toilet: 1'x1' tiles or Marble marwar. With 6' wall tiles  
 4.2. Kitchen: Flooring: 1'x1' tiles or Marble marwar. With 4" skirting.  
 4.3. Stair Flooring: White Base Marble with green marble border With 4" skirting .  
 4.4. Lobby flooring: 2'x2' tiles or Marble marwar. With 4" skirting.  
 4.5. Parking & circulating area: Paver Block.

### **5. WALL TILES**

- 5.1. Kitchen wall tiles 3' above counter only.  
 5.2. Toilet wall tiles up to lintel height 6'.

### **6. KITCHEN COUNTER**

1'6" breadth Stand Black Stone and black granite counter top.

### **7. ELECTRICAL WORK**

All electrical wiring to be concealed in wall and ceiling.

- 7.1. All Bedrooms to have 2 nos. light point, 1 no. fan point and 2 no.5 amp. Plug point, TV point with power point.  
 7.2. Living & Dining to have 4 nos. light point, 2 nos. fan point, 1 no. refrigerator point and 1 no. , TV Point in leaving & dining.  
 7.3. Master bed room 1 AC point&any 1 bed room AC point.  
 7.4. Kitchen to have 2 no. light point, 1 no.15 amp. Plug point and provision for exhaust fan & 5A Socket (3 pcs.).  
 7.5. Toilet- 2 light point (1 stand by), 1 no 15A Geyser point& exhaust fan point,1 no 5 amp point near wash basin..  
 7.6. Lobby, verandah etc. to have 1 no. light point & 1 plug point, Washing Mach. Point (15 A) 1 no.  
 7.7. Roof top: 2 lights points from  
 7.8. Car parking 6 lights point.  
 7.9. Light point at stair landing.  
 7.10. Service lights point for main gate 4 nos.  
 7.11. Main Door & Ground Floor for All Flat calling bell .

### **8. ELECTRICAL MATERIAL**

- 8.1. Electrical Switch & Socket: Modular type Standard company.

- 8.2. Electrical Wires: Standard company.
- 8.3. Electrical MCB & DB Box.: Standard company.

**9. WALL FINISH**

- 9.1. Internal wall finish: Walls and ceiling to be finished with putty.
- 9.2. External wall finish: Emulsion paint/ Weather coat. Berger / Asian paints weather coat (2coats).

**10. DOOR & WINDOW**

- 10.1. Door frame: 2.5"x4" Shale wood.
- 10.2. Main door shutter: Panel door with teak polish with door lock
- 10.3. Internal door shutter: Flush door upto 32 mm thk. With door lock.
- 10.4. Door hardware: Stainless Steel.
- 10.5. Sliding Anodised Aluminium Window (two track) with 3 or 4mm thk. Clear Glass with 12mm Square Bar grill.

**11. Verandah/ Stair case MS railing.**

**12. Lift: 4 or 5 passengers Standard Company.**

**13. Water pump Standard Company.**

**14. Sanitary & Kitchen Standard Company.**

**15. Sanitary& Water Supply**

- 15.1 P.V.C. Pipes for external line.
  - 15.2 Overhead reservoir will be R.C.C.
  - 15.3 P.V.C. Rain water pipe for water disposal
  - 15.4 Concealed pipe line will be used for Toilet and kitchen.
- Porcelain white pan with at least one commode for Toilet.  
All are Supreme made

**EXTERNAL AMENITIES:**

- a) Play Ground
- b) Amphitheater
- 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

**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 (Thirty Six) month hereof.**

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

1. **MAINTENANCE** : All cost and expenses of maintaining, repairing, redecorating, replacing and renewing etc. of maintaining, repairing, redecorating, replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas and Installations of the Designated Block and of the Building Premises (including 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 than 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 Chandpur 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, 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, 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 Chandpur 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 Chandpur 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, 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) Withhold and stop all other utilities and facilities (including lift, generator, water, etc.) to the Purchases(s) and/or the Designated Unit.
- (b) 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.

**(Total 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 including all amenities Comprised in the Designated Unit **Rs. 30,23,500 /- (Rupees Thirty Lakh Twenty Three Thousand Five Hundred)**
2. For Amenities Charges **Rs. 1,50,000 /- (Rupees One Lakh Fifty Thousand)**

**(PAYMENT PLAN)**

The said total consideration of **Rs. 31,73,500 /- (Rupees Thirty One Lakh Seventy Three Thousand Five Hundred only) Including Open Car Parking**, mentioned hereinabove shall be paid by the Purchaser(s) to the Vendor in installments as per **annexure "A"** attached hereto.

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

**SIGNED, SEALED AND DELIVERED**

By the **Vendor** at Kolkata  
In the presence of:-

- 1.
- 2.

-----  
**Signature of the Vendor**

**SIGNED, SEALED AND DELIVERED**

By the Purchaser(s) at Kolkata  
In the presence of:

- 1.
- 2.

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

The First party herein and the Second party herein will co-operate and mutually make the whole thing a conducive one towards the completion of the project within the stipulated time.

## RECEIPT

**RECEIVED** of and from the within named Purchaser(s) the within mentioned sum of **Rs. 9,00,000 /- (Rupees Nine Lakh Only) Including Taxes** as earnest / advance money under this Agreement for Sale as per memo below:-

**Total Rs. 9,00,000 /-**

**(Rupees **Nine Lakh** only)**

### WITNESSES:

- 1.
- 2.

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**Signature of the Vendor**

**Annexure "A"**  
**Payment Schedule of FLATS**

SL. NO.	PLAN	Amount in Rs (B.S.P)	Payment Status	G. S. T.	Legal Charge
1	At the time of Booking	10% of BSP		<b>As per Government Rules</b>	<b>1% of Market Value</b>
2	At the time of Agreement	10% of BSP	Completed 20% of Total BSP.		
3	On Raft Casting	30% of BSP	Completed 50% of Total BSP.		
4	On Casting of Ground Floor Roof	8% of BSP	Completed 58% of Total BSP.		
5	On Casting of First Floor Roof	8% of BSP	Completed 66% of Total BSP.		
6	On Casting of Second Floor Roof	8% of BSP	Completed 74% of Total BSP.		
7	On Casting of Third Floor Roof	8% of BSP	Completed 82% of Total BSP.		
8	On Completion Fourth Floor Roof.	8% of BSP	Completed 90% of Total BSP.		
9	On Completion of Internal Plaster and External Plaster.	5% of BSP	Completed 95% of Total BSP.		

<b>10</b>	<b>On Completion of Flooring, Electrification and Lift.</b>	<b>5% of BSP</b>	<b>Completed 100% of Total BSP.</b>		
<b>11</b>	<b>Registration</b>				