

DEED OF CONVEYANCE

This Deed of Conveyance executed on this _____ day of _____,
2020

By and Between

1) SHANKARI NASKAR (having PAN No. BJPPN1270G), daughter of Nabin Chandra Bain and wife of Shri Basudev Naskar, by faith Hindu, by nationality Indian, by occupation Housewife, residing at Village Kada, P.O. Akandakeshari, P.S. Rajarhat, District- North 24 Parganas, West Bengal, Pin-700135, **2) SMT. PANCHAMI NASKAR alias PANCHAMI BALA NASKAR (having PAN- BEEP4955A)** wife of Shri Kantiram Naskar, by faith – Hindu, by nationality– Indian, by occupation– Housewife, **and, 3)**

SMT. BARNALI MONDAL (having PAN - CIOPM2869R) wife of Shri Rajkumar Mondal, by faith – Hindu, by nationality – Indian, by occupation – Housewife, both residing at Village – Kada, P.O.– Akandakeshari, P.S.- Rajarhat, District – North 24 Parganas, West Bengal, Pin-700135, being duly represented by their constituted attorney **M/s. DHARITRI INFRAVENTURE PVT. LTD.**, hereinafter referred to as the **“OWNERS/VENDORS”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **FIRST PART.**

AND

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 Authorized Signatory/Director **SRI VICKY SINGH (having PAN No.-CIEPS6214G), (having AADHAR No. 6579 1324 6457)**, son of Late Ranjit Singh, by faith – Hindu, by nationality – Indian, by occupation – Service, residing at 5/H/1, Bagmari Road, P.S.- Maniktala, Kolkata, West Bengal, Pin-700054, vide board resolution dated 5th June, 2018, hereinafter referred to as the **"DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **SECOND PART.**

AND

SHRI/ SMT. _____, (having PAN No. _____), (having AADHAR No. _____) son of/ daughter of/ wife of/ husband of _____, by faith- _____, by nationality- _____, by occupation- _____, residing at _____

hereinafter called the "**PURCHASER**" (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

The Owners, Promoter and Allottee shall hereinafter collectively be referred to as "the Parties" and individually as a "Party".

SECTION I # DEFENITIONS:

Unless, in this Agreement, there is something contrary or repugnant to the subject or context:

DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

1. 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 Zilla Parishad, North 24 Parganas dated 06/11/19 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;

o. **“Said share in the land”** shall mean the proportionate undivided indivisible share in the land comprised in the plinth of the Designated Block;

p. **“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;

SECTION -II # RECITALS:

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

(a) Ajit Chandra Mondal, son of Late Naren Chandra Mondal granted Power of Attorney unto and in favour of one Basudeb Naskar, son of Late Nishikanta Naskar registered with the office of A.D.S.R. Bidhannagar, West Bengal recorded in Book No. IV, Volume No. 1, Pages from 6252 to 6258, Being No. 00803 for the year 2007 dated 5th October, 2005 to look after the procedure of sale of the plot and all the affairs in respect of the said land on his behalf.

(b) Being duly authorized by Ajit Chandra Mondal vide the above mentioned General Power of Attorney, said Basudeb Naskar by virtue of the said Deed of Sale dated 22nd day of February, 2010 duly registered in the office of the Additional District Sub- Registrar at Bidhannagar in Book No. 1, Volume No. 3, Page from 7126 to 7136, Being No. 01659 for the year 2010, indefeasibly sold transferred conveyed, assigned and assured for the consideration therein mentioned **ALL THAT** pieces and parcels of the said plot of land and premises containing by estimation an area of **16.5 Decimal** be the same a little more or less under the police Station of Rajarhat within the limits of Chandpur Gram Panchayat in the District of North 24 Parganas particularly mentioned and described in the Schedule there under written unto and in favour of the **Owner herein** namely **Shankari Naskar** free from all encumbrances whatsoever.

(c) After Purchase of the said plot of land the **Owner herein** the said Shankari Naskar mutated her name in respect thereof in the record of rights of the concerned B.L & L.R. Office under the **L.R. Khatian No. 2160** upon payment of relevant Khajana thereof to the said concerned authority.

(d) Thus the **Owner herein** the said **Shankari Naskar** 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 Sali land containing by estimation an area of **16.5 Decimal** be the same a little more

or less including all easement rights and appurtenances thereto lying situate at Mouza- Hudrait, J.L. No. 54, R.S. No. 224, Touzi No. 10 comprised in **R.S. & L.R. Dag No. 2673** appertaining to **L.R. Khatian No. 2160** under the Police Station of Rajarhat within the limits of Chandpur Gram Panchayet in the District of North 24- Parganas particularly mentioned and described in the **First Schedule** hereunder written and hereinafter referred to as the **“SAID PROPERTY”** free from all encumbrances whatsoever.

(e) By virtue of a Development Agreement dated **15th day of February, 2019** duly registered in the office of the **Additional District Sub- Registrar at Rajarhat** in **Book No. 1, Volume No. 1523-2019, Pages from 76046 to 76098, being No. 152301905 for the year 2019 made between Shankari Naskar** herein referred to as the Owner of the one part and **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 DN-51, Merlin Infinite Building, 6th Floor, Unit-606, Salt Lake, Sector-V, Post Office & Police Station – Electronic Complex, Kolkata- 700091, District- North 24 Parganas, being represented by its Directors namely (1) **SRI VICKY SINGH** (having PAN No. **CIEPS6214G**), Son of Late Ranjit Singh, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at 5/H/1, Bagmari Road, P.O. Kankugachi, P.S. MANiktala, Kolkata, West Bengal, Pin-700054 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- Kourchandi, Post Office- Amalhandra, Police Station- Kolaghat, District- East Medinipur, Pin- 721134 therein referred to as the Developer of the Other Part, **Shankari Naskar** desire to develop the said Property by constructing of a Multi Storied building thereon more particularly mentioned and described in the First Schedule hereunder written through the said Developer upon such terms and conditions as contained therein the said Development Agreement.

(f) That subsequent to the Development Agreement mentioned herein above, the Owner and the Developer above named, entered into a Registered Development Power Of Attorney, registered with the office of the A.D.S.R. Rajarhat duly registered in **Book No. I, Volume No. 1523-2019, Pages 77773 to 77796, Being No. 152301956 for the year 2019 dated 18th February, 2019.**

(g) By virtue of a Deed of Sale dated 5th day of June, 1987 duly registered in the office of the Additional District Sub-Registrar at Bidhannagar (Salt Lake City) in Book No.1, volume No.55, Pages 119 to 126, Being No. 2697 for the year 1987, Sri Narendra Nath Mondal, son of Late Gourhari Mondal and Smt. Sishubala Mondal, wife of Sri Narendra Nath Mondal of village-Kada indefeasibly sold transferred conveyed, assigned and assured for the consideration therein mentioned **ALL THAT** piece or parcel of a plot of Sali land containing by estimation an area of **24.75 Decimals** be the same a little more or less out of 3.69 Acres including all easement rights and appurtenances thereto lying situate at Mouza- Hudrait, J.L.No.,54 Pargana-Kalikata, R.S. No. 224, Touzi No. 10 comprised in R.S. Dag No. 2673 under the police Station of Rajarhat within the limits of Chandpur Gram Panchayet in the District of North 24- Parganas particularly mentioned and described in the Schedule there under written into and in favour of Sri Mrityunjay Naskar alias Kartick Naskar, son of Ajit Naskar of village & Post Office- Akandakeshori, Police Station- New Town (formerly Rajarhat), District- North 24 Parganas free from all encumbrances whatsoever.

(h) After purchase of the said plot of land the said Sri Mrityunjay Naskar alias Kartick Naskar mutated his name in respect thereof in the record of rights of the concerned B.L & L.R. Office under krishi Khatian No. 1491 upon payment of relevant Khajanas thereof to the said concerned authority.

(i) Thereafter by virtue of a Deed of Kobala dated 19th day of July, 2010 corresponding to 2nd Shravana, 1417 B.S. duly registered in the office of the Additional District Sub- Registrar at Bidhannagar (Salt Lake City) in Book No. 1, CD volume No. 12, Pages 12518 to 12526, Being No. 07437 of the

year 2010, the said Sri Mrityunjay Naskar and assured for the consideration therein mentioned **ALL THAT** piece or parcel of the said plot of Sali land containing by estimating an area of **24.75 Decimals** be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza- Hudarait, J.L. No. 54, Pargana- Kalikata, R.S. No. 224, Touzi No. 10 comprised in R.S. & L.R. Das No. 2673 appertaining to Krishi Khaitian No. 1491 under the Police Station of Rajarhat within the limits of Chandpur Gram Panchayet in the District of North 24- Parganas particularly mentioned and described in the Schedule there under written unto and in favour of the **Owners herein namely Smt. Panchami Naskar alias Panchami Bala Naskar** and **Smt. Barnali Mondal** free from all encumbrances whatsoever.

(j) After purchase of the said plot of land the owners herein the said Smt. Panchami Naskar alias Panchami Bala Naskar and Smt. Barnali Mondal mutated their names in respect thereof in the record of rights of the concerned B.L. & L.R. Office under **L.R. Khatian Nos. 1616 & 2197** upon payment of relevant Khajanas thereof to the said concerned authority.

(k) By virtue of the said purchase, the **Owners herein** the said **Smt. Panchami Naskar alias Panchami Bala Naskar** and **Smt. Barnali Mondal** thus became the absolute owners to the extent of undivided equal share each and jointly seized and possessed of and / or otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of the said plot of Sali land containing by estimation an area of **24.75 Decimals** be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza- Hudarait, J.L. No. 54, R.S. No. 224, Touzi No. 10 comprised in **R.S. & L. R. Dag No. 2673** appertaining to **L. R. Khatian Nos. 1616 & 2197** under the Police Station of Rajarhat within the limits of chandpur Gram Panchayet in the District of North 24 Parganas particularly mentioned and described in the **First Schedule** hereunder written and herein after referred to as the **“SAID PROPERTY”** free from all encumbrances whatsoever.

(l) By Virtue of a Development Agreement **dated 14th day of March, 2018** duly registered in the office of the District Sub- Registrar-II, North 24 Parganas in **Book No. 1, Volume No. 1502-2018, Pages from 28864 to 28912, Being No. 150201022 for the year 2018** made between **SMT. PANCHAMI NASKAR alias PANCHAMI BALA NASKAR, SMT. BARNALI MONDAL** herein referred to as the Owners of the One Part and **M/S DHARITRI INFRAVETURE PVT. LTD. (having AAFCD 3234P)** a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at DN-51, Merlin Infinite Building, 6th Floor, Unit-606, Salt Lake, Sector-V, Post Office& Police Station – Electronic Complex, Kolkata- 700091, 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 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- Kourchandi, Post Office- Amalhandra, Police Station- Kolaghat, District- East Medinipur, Pin- 721134 therein referred to as the Developer of the Other Part, we the Principals desire to develop the said property by constructing of a multi storied building thereon more particularly mentioned and described in the First Schedule hereunder written through the said Developer upon such terms and conditions as contained therein the said Development Agreement.

(m) That subsequent to the Development Agreement mentioned herein above, the Owner and the Developer above named, entered into a Registered Development Power of Attorney, registered with the office of the A.D.S.R. Rajarhat duly registered in **Book No. I, Volume No. 1502-2018, Pages - 30702 to 30736, Being No. 150201090 for the year 2018 dated 19th March, 2018.**

(n) The Purchaser(s) herein has/have applied for allotment of the Designated Unit and the appurtenances in the said Premises.

(o) 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 Parties of the First Part and the Parties of the Second Part (including those to be and remain reserved unto the Vendor and the Developer) as more fully contained hereinafter.

(p) 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 and Developer to the Purchaser(s) as hereinafter contained.

SECTION -III # AGREEMENT:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

1. DESIGNATED UNIT AND APPURTENANCES:

(i) The Owners and the Developer have agreed to sell and transfer to the Purchaser(s) and the Purchaser(s) has/have agreed to purchase from the Owners and the Developer **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, fulfilment and performance of the Rules and

Regulations as more fully contained in the **Fifth Schedule** hereunder written.

(iv) The sale of the Designated Unit shall be in a state of free from encumbrance created or made by the Vendor and the Developer.

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/Developer 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/Developer the amounts on several accounts mentioned in the **Sixth Schedule** hereunder written to be held by the Vendor/Developer as interest free security deposits until its transfer in terms hereof. In the event of any default by the Designated Unit, the Vendor/Developer 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/Developer shall be without prejudice to the other rights and remedies of the Vendor/Developer hereunder.

(d) The Consideration shall be paid by the Purchaser(s) to the Vendor/Developer as per the Payment Plan as mentioned the **Eighth Schedule** written hereunder. The payment of any installment mentioned in the Payment Plan shall be made by the Purchaser(s) within **7 (Seven) days** of receiving of notice from the Vendor/Developer demanding the same.

Unless otherwise expressly mentioned herein payment should be made within **15 (Fifteen) days** from receiving the Notice for Possession and before taking possession of the Designated Unit. In case as on the date of the vendor/Developer issuing the Notice for Possession, the liability on any head cannot be reasonably quantified then the Vendor/Developer shall be entitled to ask for payments on such head provisionally subject to subsequent accounting and settlement. Nothing contained above shall affect or derogate the right of the Vendor/Developer 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/Developer 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/Developer in this behalf.

(e) The Vendor/Developer hereby expressly notify the Purchaser(s) that until any instruction to the contrary given by the Vendor/Developer 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/Developer 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 calculated at SBI savings account rate of interest or part thereof on the amount in question. The Vendor/Developer 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. Other Charges: As part of the Total Price, the Purchaser/s shall also

pay to the Developer the following amounts:-

(a) Fees and expenses, if any, payable to the any Authority towards Sale/Transfer Permission fees.

(b) Proportionate share of costs, charges and expenses for procuring electricity connection by way of Transformer, Electric Sub-station for the Project to be notified separately by the Promoter upon its procurement.

(c) Electricity and Transformer Charges, Advance Maintenance Charges and Deposits and any other charges or deposits will be charged at actuals at end of project, written proof will be provided but Developers calculation is final and binding and no disputes shall be entertained on the same.

(d) Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaking due to any subsequent legislation / government order or directives or guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and fire-fighting equipment in the common areas only as prescribed in the existing fire fighting code/ regulations.

(e) Goods and Service Tax on the above amounts.

4. The Deposit paid to the Purchaser/s shall be held by the Developer as interest free security deposit and unless any amount out of the same is adjusted due to non payment of the taxes and outgoings payable by the Purchaser/s, the same or the unadjusted portion thereof shall be transferred to the Association by the Developer.

5. The payment of all Other Charges and Deposits shall be made by the Purchaser/s to the Developer before taking possession of the Designated Apartment and within 30 days of receiving Intimation for possession from

the Developer.

6. The refund and/or payment of any amount by the Developer to the Purchaser/s in terms of this agreement may be made by the Developer by depositing the amount in the bank account of the Purchaser/s and the same shall be and be deemed to be sufficient discharge of the Developer in respect of payment of such amount.

7. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

(a) The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

(b) The Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Purchaser/s shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in

the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws, The Developer shall not be responsible towards any third party making payment/ remittances on behalf of any Purchaser/s and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser/s only.

8. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Purchaser/s authorizes the Developer to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Purchaser/s against the Designated Unit, if any, in his/her name and the Purchaser/s undertakes not to object/demand/direct the Developer to adjust his/her payments in any manner.

9. TIME IS ESSENCE:

The Developer shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee provided all the payments have been made within time and the common areas to the association of Allottees (subject to its formation and registration or the competent authority, as the case may be

10. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Purchaser/s has seen the proposed layout plan, specifications,

amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities, as, which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Statutory Government Body and shall not have an option to make any variation /alteration/modification in such plans of the instant Project, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement. However in the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Developer, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in the Schedule.

11. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment - The Developer agrees and understands that timely delivery of possession of the Apartment to the Purchaser/s and the common areas to the Association of Purchaser/s is the essence of the Agreement. The Developer assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place within December, 2021 unless there is delay or failure due to short supply of raw material, labour dispute, or any Court or administrative order affecting continuity of construction of the project, war, flood, drought, fire, cyclone,

earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser/s agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment.

On taking possession of the said unit, the owner shall not have any right to make any complaint of any nature whatsoever or howsoever with regard to the measurement, the workmanship or otherwise or claim any amount from the developer on account of the same.

12. FITTINGS & FIXTURES: Except those provided by the Developer, all fitouts to be put-up, erected and installed at or inside the Designated Unit including the interior decoration shall be done and completed by the Purchaser/s at its own costs and expenses. In doing and carrying out the said fitout works, the Purchaser/s shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Purchaser/s shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fit out works. The Purchaser/s hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Apartment. The Purchaser/s shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Purchaser/s while carrying out any fit out or other activity.

13. 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 or in or to the Project or any part thereof by the Developer due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).

14. Nothing contained in this Agreement shall affect or 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.

15. The Developer would convey proportionate undivided indivisible share in the Common Areas in favour of the Purchaser/s and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Purchaser/s hereby agrees.

16. The ownership and enjoyment of the Designated Unit by the Purchaser/s shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules.

17. The Purchaser/s may only after a period of 12 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to @ 2% (two percent) of the Total Price (excluding Other Charges and Taxes) hereunder or at which the Designated Unit is purchased by the nominee, whichever be higher, in advance to the Developer, get the name of his nominee substituted in his place and stead in the records of the Developer as the Buyer of the Designated Unit subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall

be at the risk and costs of the Purchaser/s and/or the nominee and 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 its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @2% mentioned in this clause in respect of the Designated Unit paid to the Developer as aforesaid) or Goods and Service Tax arising due to any nomination by the Purchaser/s shall be payable by the Purchaser/s or its transferee but the Developer shall have no liability in respect thereof and in case any tax is demanded from the Developer or to which the Developer is likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Purchaser/s in advance to the Developer and the Developer may not give any consent to any such nomination or transfer without the receipt of such payment. The Purchaser/s shall not, however, be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Unit at any time until all the amounts, charges, outgoings and dues payable by the Purchaser/s to the Developer in respect of the Designated Unit are fully paid up and a No Dues certificate is obtained by the Purchaser/s from the Developer.

Purchaser further undertakes and agrees not to do or carry out or cause to carry out any act that are criminal in nature in any location whatsoever or any activity that may cause harm to the goodwill of the Company or that may be detrimental to the interest of the company or its properties or the country at large. In case of such act is carried out by the Purchaser the Company shall have the right to seek necessary remedy under the law of the country and also to cancel the apartment allotted to Purchaser and take stern measures and seek compensation and other reliefs as may be available under prevailing law.

18. The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges.

19. The power backup from the Common Generator in the Project shall be commenced only upon fifty percent of the Co-owners (other than the Owners or the Promoter) taking possession of their respective Units in the Project and not before and the Purchaser/s, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.

20. 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/Developer 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/Developer 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/Developer from time to time (including those mentioned in the **Fifth Schedule** hereunder written).

(b) Save those expressed or intended by the Vendor/Developer 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.

21. CONSTRUCTION AND DELIVERY :

(a) The sale of the Designated Unit shall be as a finished Flat constructed and completed by the Vendor/Developer in the manner and to the extent mentioned in this Agreement and the relationship between the Vendor/Developer and the Purchaser(s) shall be strictly as seller and Buyer of the designated Unit and until and unless payment of the consideration and all other amounts paid in full by the Purchaser(s) to the Vendor/Developer in terms hereof, all right title and interest in the Designated Unit shall remain vested to the Vendor/Developer.

(b) The Vendor/Developer shall, subject to force majeure events, construct the Designated unit in accordance with the Specifications mentioned in **PART- II** of the **Third Schedule** hereunder written within the period mentioned in **PART-III** of the **Third Schedule** hereunder written.

(c) **Notice of Possession:** Upon constructing the Designated Unit as per the said Specifications, the Vendor/Developer shall issue a Notice for possession to the Purchaser(s) asking the Purchaser(s) to take possession of the Designated Unit and the Purchaser should within **15 (Fifteen) day** of such notice take possession of the Designated Unit upon making payment of the entire consideration and the Extras and Deposits thereto.

(d) Before issuing the Notice for Possession, the Vendor/Developer 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/Developer to construct or complete all the Building at the Housing Complex and/or to install and make operative all the Common Areas and Installations before issuing such Notice. Any unfinished work pertaining to the Designated Block and/or the Common Areas and Installations relevant to the Designated Block shall be completed by the Vendor/Developer 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/Developer issuing the Notice for Possession, the Purchaser(s) shall be liable to pay a pre-determined compensation to the Vendor/Developer by way of holding charges calculated @ Rs.1/- 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/Developer 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/Developer as per the agreed Specifications.

(g) The Vendor/Developer 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/Developer in several phases. The Purchaser(s) shall not make any claim or dispute against the Vendor/Developer in case the Vendor/Developer postpone, delay or abandon the construction of any other phase or building or part thereof at the said Premises due to Govt. issues & Act of God.

(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/Developer due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his/her/its/their using and enjoying the Designated Unit and/or the common Areas and Installations).

22. COMPLETION OF SALE :

(a) The sale of the Designated Unit and its appurtenances shall be completed by executing this Deed of Conveyance by the Vendor/Developer 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/Developer.

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

(a) The Purchaser(s) may, with the prior consent in writing of the Vendor/Developer and against payment in advance to the Vendor/Developer of a sum equivalent to 1%(one percent) of the total consideration payable by the Purchaser(s) to the Vendor/Developer 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/Developer as the Purchaser(s) of the Designated Unit. Any such nomination or transfer shall be at the sole risk and cost of the Purchaser(s) and shall be subject to the terms, conditions, agreements and covenants contained hereunder which shall thenceforth be observed, fulfilled and performed by the nominee. All stamp duty and registration charges, legal fees and other charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Purchaser(s) or his/her/its/their nominee.

(b) The Purchaser(s) shall not be entitled to let out, sell, transfer or part with possession of the Designated Unit until all the charges, outgoings,

dues payable by the Purchaser(s) to the Vendor/Developer in respect of the Designated Unit are fully paid up and a no dues certificate is obtained by the Purchaser(s) from the Vendor/Developer.

24. AREA CALCULATION AND VARIATIONS :

(a) The carpet area of the Designated Unit includes the plinth/area of the Designated Unit excluding the area of external or internal walls, columns, pillars. The built-up area of the Designated Unit includes the carpet area of such Unit and thickness of the external and internal walls, columns and pillars save that only one-half of those external walls, columns and pillars which are common between the Designated Unit and any other Unit shall be Included. The super built up area mean built-up area and proportionate area of stairs & Lift multiplied by 25%. The super built-up area of the Designated Unit shall be as mentioned in PART-I of the **Second Schedule** hereunder written.

(b) The Purchaser(s) has/have verified and satisfied himself/ herself/ itself/ themselves fully from the Building Plan about the super built-up area of the Designated Unit and also the super built-up area thereof mentioned herein and has accepted the same fully and in all manner including for 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/Developer 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/Developer 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/Developer shall, in its sole discretion, be entitled not to entertain any request for modification in the internal layout of the Designated Unit.

25. 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/Developer, 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/Developer, 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/Developer fully and in all manner and sign all necessary documents; applications, papers, powers etc. with regard to formation of the Association.

(c) In case due to any reason, the Developer sends Notice in writing to the Purchaser(s) and the other Co-owners for the time being, to take over charge of the acts relating to Common Purposes within the period specified therein, then and only in such event, the Purchaser(s) along with the other Co-owners shall immediately upon receiving such Notice, themselves from the Association and the Common Purposes and the Vendor/Developer 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/Developer hereunder or intended to be or so desired by the Vendor/Developer hereafter) whereupon only the Association shall be entitled thereto and obliged therefore **Provided that** in case on date of expiry of three months from the date of sending the Notice by the Vendor/Developer , the Association is not formed by the Co-owners in 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/Developer 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 therefore fully and in all manner. The Vendor/Developer 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/Developer 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/Developer, hereunder reserved and / or belonging to the Vendor/Developer and also those that the Vendor/Developer may hereafter reserve.

26. VENDOR'S/DEVELOPER'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/Developer shall identify and demarcate the 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/Developer and the vendor/Developer 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/Developer shall, in its absolute discretion, think fit and proper..

(b) The Vendor/Developer 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/Developer 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/Developer shall be a 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 Housing Complex in such manner and to such extent as be deemed fit and proper by the Vendor/Developer,

(ii) to allow the utilization of the frontage, entry/exit points, passages, pathways, access-ways at the said Premises for any sanction to, use and enjoyment of the Added Areas of any constructions and developments thereon;

(iii) 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;

(iv) to combine and/or connect the Housing Complex 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/Developer may deemed fit and proper.

(c) The Vendor/Developer shall suitably inform a 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/Developer shall upon such termination refund the earnest money until then paid by the purchaser(s).

(d) 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/Developer on account thereof.

(e) The Vendor/Developer 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/Developer and the purchaser mutually agreed, may think fit and proper and to appropriate the same to its own benefit exclusively and all such other rights shall be reserved unto the Vendor/Developer.

(f) For or relating to any such constructions, additions or alterations, the Vendor/Developer 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 Housing Complex via, lift. Generator water, electricity, sewerage, drainage etc, thereto as be deemed to be expedient to make such area and construction tenable.

(g) The Vendor/Developer shall be liberty to caused to be changed the nature of use or occupancy in respect of any Unit of Units (other than the Designated Unit), parking Space of other areas/spaces to any user or occupant as the Vendor/Developer may deem fit and proper and to own, use, enjoy, sell and /or transfer the same accordingly.

(h) The Purchaser(s) do hereby consent and confirm that the Vendor/Developer shall be at liberty to have the building Plan changed, sanction afresh, modified and/ or altered for construction, reconstruction,

addition and/or alteration to the Housing Complex or any part thereto 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 built-up area of the Designated Unit is likely to be affected then the vendor/Developer shall take a consent in writing from the purchaser(s) for such modification, alteration and/or sanction.

(i) The Purchaser(s) do hereby agree, acknowledge and consent to the right, title and interest reserved upon the vendor/Developer under clause 10 and its sub clauses hereinafter and all the provisions and stipulations contained therein and also otherwise hereunder 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/Developer and\ or persons deriving title or authority from the vendor/Developer 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/Developer and do all acts deeds and things as may be required by the vendor/Developer to more fully effectuate and implement the right, title and interest of the vendor/Developer.

27. PURCHASERS(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/Developer to the said Housing Complex 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/Developer for fulfillment of the purchaser(s) obligations and the vendor's/Developer'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/Developer 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/Developer for a period of one year from the date of completion of the entire Building.

28. 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/Developer 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/Developer 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/Developer, 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/Developer shall be entitled to forfeit a sum 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/Developer out of the earnest monies until then received by the vendor/Developer from the purchaser(s) shall become refundable by the vendor/Developer to the purchaser(s) without any interest and from out of the realization received by the vendor/Developer upon transfer of the Designated Unit to any other interested Buyer. In case the earnest money until then received by the vendor/Developer is insufficient to cover the said predetermined compensation and liquidated damages, the short fall shall be paid by the purchaser(s) to the vendor/Developer separately within **7 days** of such termination or recession of this Agreement by the vendor/Developer. 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/Developer 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/Developer 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 calculated at SBI savings account rate of interest 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/Developer fails to construct the Designated Unit within the stipulated period, then the vendor/Developer shall be automatically allowed extension of **6(six) months** and in case of failure on the part of the vendor/Developer to construct the Designated Unit even within such extended period then and only in such event, the vendor/Developer shall be liable to pay to the purchaser(s) a monthly sum calculated at SBI savings account rate of interest per month of the carpet 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/Developer shall refund the entire earnest money until then paid by the purchaser(s) to the vendor/Developer with interest thereon calculated at SBI savings account rate of interest after six months and on or before Seven Months from the date 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.

29. FORCE MAJEURE:

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.

30. MISCELLANEOUS

- (a) 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/Developer hereby agrees to be available for registration of the same.
- (b) The Purchaser(s) shall be and remain responsible for and to indemnify the vendor/Developer 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/Developer against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the vendor/Developer 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-fulfilment or non-performance of the terms and conditions hereof to be observed, fulfilled and performed by the purchaser(s)
- (c) Any delay or indulgence by the vendor/Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the purchaser(s) shall not be construed as precedent or as waiver of any breach or non-compliance by the purchaser(s) nor shall the same in any way or manner

prejudice the rights of the vendor/Developer.

(d) The nominated Advocate of the vendor/Developer 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/Developer before execution and/or registration of the said documentations.

(e) The Housing Complex always is known as “**ROYAL ENCLAVE**” and the building to be constructed on the said premises will be in being a part or portion of the said Housing Complex, which is registered under the West Bengal Housing Industrial Regulatory Authority bearing **Registration No.**

(f) This Agreement contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both parties. The purchaser(s) acknowledge/s upon signing of this Agreements, conditions, stipulations, representations, guarantees or warranties have been made by the vendor/Developer or its agents, servants or employees other than what is specifically set forth herein.

31. 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.

32. WAIVER NOT A LIMITATION TO ENFORCE:

a. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

b. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

33. 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.

34. 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.

SECTION -IV SCHEDULES
THE FIRST SCHEDULE ABOVE REFERRED TO
(SAID PREMISES)

ALL THAT pieces and parcels of a plot of Bastu land and thereto containing by estimation an area of **41.25 (Forty One Point Two Five) Decimals** equivalent to **25 (Twenty Five) Cottah** be the same a little more or less together with a **(G+4)** stored building thereon being **Tower No,4,5 & 6** a part or portion of the Housing Complex known as **“ROYAL ENCLAVE”** including all easement rights and appurtenances thereto lying situate at Mouza- HUDRAIT, J.L. No.-54, R.S. No.-224,Touzi No.- 10, comprised in **R.S. Dag No.- 2673** appertaining to **L.R. Khatian Nos. 2160, 1616 & 2197** under the jurisdiction of Police Station- Rajarhat within the ambit of Chandpur Gram Panchayet, Additional District Sub Registration office at Bidhannagar in the District of North 24-parganas and butted and bounded as follows:

ON THE NORTH : BY Part of R.S. & L.R Dag No. 2673

ON THE SOUTH : BY R.S. L.R. Dag No. 2684 & 2685

ON THE EAST : BY Part of R.S. & L.R Dag No. 2673 & 2675

ON THE WEST : BY Part of R.S. & L.R Dag No. 2683 & 2654

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART- 1

(DESIGNATED UNIT)

ALL THAT pieces and parcels of one self contained residential **_____ (BHK)** super build-up area of _____ **Sq. ft.** More or less, _____ floor, Tower _____, Flat no _____, Facing _____, **consisting of _____ Bed room, _____ Dining Cum Kitchen, _____ Toilet and _____ Balcony, if any** of the said proposed building in **Tower _____** a part or portion of the Housing Complex known as **“Royal Enclave”** and butted and bounded as follows:

ON THE NORTH: _____

ON THE SOUTH: _____

ON THE EAST: _____

ON THE WEST: _____

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/Developer 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/Developer 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/Developer 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 2' above counter only.

5.2. Toilet wall tiles up to lintel height 6'.

6. KITCHEN COUNTER

1'6" breadth Stand Black Stone.

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.

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.

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 for Toilet.

All are Supreme made

EXTERNAL AMENITIES:

- a) Play Ground
- b) Amphitheatre
- 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 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 Purchaser(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/Developer 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 on 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) G.S.T., 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 **7th 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/Developer 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/Developer 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/Developer 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/Developer 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/Developer 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-sign, sign 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 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/Developer 1% (One percent) of the total Market Value towards the Advocate fees and/or legal charges of the Vendor's/Developer'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/Developer 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/Developer to refuse or deny the same, in case the Vendor/Developer, 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/Developer 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) G.S.T., 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.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(Consideration)

The consideration payable by the Purchaser(s) to the Vendor/Developer for the designated Unit shall be as follows:

1. Consideration money for the Flat / Unit Comprised in the Designated Unit **Rs. _____ /-(Rupees _____**

Only)

2. For Covered Car Parking **Rs. _____ /- (Rupees _____ only)**

3. For Amenities charges **Rs. _____ /- (Rupees _____ only)**

4. For EDC Charges **Rs. _____ /-(Rupees _____ Only)**

THE EIGHTH SCHEDULE ABOVE REFERRED TO:

(PAYMENT PLAN)

The said total consideration of **Rs. _____ /-(Rupees _____ only)**

mentioned hereinabove shall be paid by the Purchaser(s) to the Vendor/Developer in instalments as per **Annexure “A”** attached hereto.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals after understanding this DEED OF CONVEYANCE on the day, month and year first above written.

Dharitri Infraventure Pvt. Ltd.


Director

Signature of the Vendors/ Developer(s)

Signature of the Purchaser(s)

SIGNED, SEALED AND DELIVERED

By the party(s) at Kolkata

In the presence of:

1.

2.

Drafted by me:

RECEIPT

RECEIVED of and from the within named Purchaser(s) the within mentioned sum of **Rs.** _____ **/(Rupees _____ Only)** **Including Taxes** as earnest/advance money under this Agreement for Sale.

SL. No.	Bank	Mode of Payment (Cheque No./Draft/RTGS/NEFT/Card Swipe)	Date	B.S.P	Applicable ST & G.S.T. (in Rupees)
TOTAL					

Total Rs. _____ **/-**

(Rupees _____ only)

WITNESSES:

1.

2.

Dharitri Infraventure Pvt. Ltd.


Director

Signature of the Vendor/Developer