



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

86AA 508454

**AGREEMENT FOR SALE**

This **AGREEMENT TO SALE ("AGREEMENT")** is entered into on this 23<sup>RD</sup> day of December, 2014 at Kolkata BY AND BETWEEN :

**VEDIC REALTY PRIVATE LIMITED** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at the premises no1/1B, Upper Wood Street, Kolkata 700 017 hereinafter referred to as the "**SELLER**", which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the ONE PART.



1) Mr. Sanjeev Kunal son of Mr. Ashok Kumar Pathak and 2) Mrs. Aparajita daughter of Mr. Surendra Tiwari both residing at S/o. Ashok Kr. Pathak, Flat No-4/B, Block Bharat Appartment, Sitakunj Karam Toli, Ranchi, (hereinafter collectively referred to as the "PURCHASER", which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, representatives, successors-in-interest, executors and/or assigns) of the OTHER PART;

"Parties" shall mean collectively the SELLER and the PURCHASER and "Party" means each of the SELLER and the PURCHASER individually.

Purchaser shall mean and include in case of a Company its successors and successors in interest, in case of a partnership firm established under the Indian Partnership Act, 1932 its partners of the firm for the time being and their successors, in case of a trust/society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 all the trustees of the trust for the time being/all the members of the Governing Body of the society for the time being and their successors-in-office.

**WHEREAS:**

- A. The SELLER is absolutely seized and possessed or otherwise well and sufficiently entitled to diverse piece and / or parcel of land admeasuring an area of 592.6775 Decimals (Sataks) More or less as details mentioned in First Schedule
- B. The Seller has devised a scheme to develop a Featured Housing Enclave to consist of contemporary styled Two bedroom Apartment/units in terms of a Development Agreement dated 16<sup>th</sup> November 2013, registered at the Office of District Sub-Registrar - II, North 24, Parganas Barasat and recorded in Book no. 1, CD Volume no. 53, pages from 3801 to 3864, being no. 14895 for the year 2013.
- C. The Housing Enclave has been named IVY GREENS and the scheme of IVY GREENS has been devised in such a manner to comprise of several independent Block (each block will contain ground plus Upper Floors) and each floor shall comprise of four independent apartment/units.
- D. The SELLER herein reserves its right to acquire further land adjacent / adjoining/ contiguous to IVY GREENS and to make the same a part and parcel of IVY GREENS.
- E. The PURCHASER being desirous of purchasing an apartment/unit being identified as Unit No-"B 1" Floor 1<sup>st</sup> in Block "IG-04" measuring 990 square feet (super built area) to comprise at or upon the SCHEDULE - I Premises and has already applied to the SELLER by prescribed Application dated 04/10/2014, for provisional allotment of Apartment/unit at IVY GREENS (detailed and defined in SCHEDULE - II). The said Application Form shall form part of this Agreement. The terms and conditions required to be observed for use and occupation of the apartment/unit mention in schedule - II, is detailed and mentioned in SCHEDULE - V hereinafter.
- F. At or before entering into this Agreement the PURCHASER has satisfied himself about the title of the SELLER and /or the SELLER's right to develop the Project and /or the rights reserved by the SELLER and /or the modalities of sale and transfer of Apartment/unit at IVY GREENS and /or Specifications of Apartment/unit at IVY GREENS and /or the design, concept and Scheme of things of IVY GREENS.
- G. Project: Means IVY GREENS

**NOW, THEREFORE**, in consideration of the missives, mutual agreements, covenants, representations and warranties set forth in the Agreement, the Parties hereby agree as follows:

**ARTICLE 1.  
DEFINITIONS AND INTERPRETATIONS**

In the Agreement, the following terms shall have the following meanings assigned to them herein below:

- i. **ARCHITECT** shall mean Design Cell or such other person, firm or firms, company or companies whom the Seller may appoint from time to time as the Architect of the Project.
- ii. **BLOCK** shall mean the Block within IVY GREENS where the particular Apartment/unit is Situated.
- iii. **PLAN** shall mean the plan sanctioned/approved by the authority concerned and shall include any modification and/or alterations thereto and the PURCHASER hereby consents to the same.
- iv. **CANCELLATION CHARGES** shall be all such charges to be levied in the case of cancellation by the PURCHASER or the SELLER as the case may be and shall include deductions to be made along with cancellation charges being but not limited to Sale Price, Club Charges, Holding Charges (if any), interest on delayed payments, any interest paid, due and/or payable and any other dues;
- v. **CLUB** shall mean the club and /or recreational facilities intended for the Purchaser of Apartment/units at IVY GREENS and /or any other person/persons authorized and



- v. **CLUB** shall mean the club and /or recreational facilities intended for the Purchaser of Apartment/units at **IVY GREENS** and /or any other person/persons authorized and permitted by the **SELLER** . on such terms and conditions and charges attached thereto as may be decided by the **SELLER** ;
- vi. **COMMON AREAS** shall mean those parts and portions of the Block and portion of **IVY GREENS** earmarked as common areas and comprising common facilities. The ownership of such common areas intended for the common use and are not intended to be sold transferred or conveyed and the same are retained by the **SELLER** inter-alia for the purpose of common areas and facilities of **IVY GREENS**.
- vii. **EFFECTIVE DATE** shall mean the date of execution when the Agreement comes into force;
- viii. **FORCE MAJEURE EVENTS** shall include the following: (a) Act of war or hostilities of any kind (b) Riot, commotions or other Civil disorders; (c) Any act, restraint or regulation of any Governmental Instrumentality including any local, State, or central government of India or any department, instrumentality or agency thereof including; (d) Any act, regulation or restraint constituting a change in law; (e) 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 (f) the imposition of any material condition on the issuance or renewal or continuance of any approval from a competent authority. (g) Any local issues which may hamper the implementation of the Project; (h) Flood, cyclone, lightning, earthquake, drought, storm or any other effect of natural elements; (i) Epidemic, famine or plague; (j) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof; (k) Strike, lockout or other labour difficulties; or (l) Legal proceedings or any other order, rule or notification issued by competent authorities effecting the development of the Project.
- ix. **HOLDING CHARGES** shall have the meaning assigned to it;
- x. **MAINTENANCE COMPANY** shall mean the organization responsible for providing maintenance services at **IVY GREENS** which could be a division, associate or company of the **SELLER**;
- xi. **PARKING SPACE** shall mean the Parking Space (open or covered) and intended to be exclusively enjoyed by the Purchaser and to be sold and transferred along with the apartment/unit on the consideration and on such terms and conditions as framed by the Seller.
- xii. **UNDIVIDED INTEREST** shall mean the undivided, proportionate, indivisible and impartible share in the Land comprised directly underneath the block where the **Apartment/Unit** intended to be purchased is situated.
- xiii. **SALE PRICE** shall mean sale price of the Schedule - II Apartment/unit as specified in **SCHEDULE III** comprising the base price of the Schedule - II Apartment/unit.
- xiv. **APARTMENT/UNIT** the expression so far as the **PURCHASER** herein is concerned and /or the apartment/unit intended to be purchased shall mean the apartment/unit as described in **SCHEDULE - II** and where the context so requires shall also mean other Apartment/units at **IVY GREENS**.

Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa. Words in singular shall include the plural and vice versa. Reference to a gender includes a reference to all other genders. A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted; Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement; and The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement.

#### **ARTICLE 2.**

##### **COVENANT FOR SALE AND PURCHASE**

- i. The **SELLER** shall sell and the **PURCHASER** shall purchase an Apartment/unit at **IVY GREENS** as detailed in **SCHEDULE II** herein below subject to fulfillment of the terms and conditions.

#### **ARTICLE 3.**

##### **PAYMENT OF CONSIDERATION / SALE PRICE**

- i. The **PURCHASER** shall pay to the **SELLER** the agreed consideration of **Rs.30,71,500/- (Rupees Thirty Lacs Seventy One Thousand Five Hundred Only)** only in the manner stipulated in the payment schedule contained in **SCHEDULE III** of this Agreement.
- ii. Where the payment of installments is linked to construction, the **SELLER** may issue notices from time to time ("Payment Notices") for payment of the installments on completion of each stage of construction.
- iii. The decision of the Architect (appointed by the **SELLER** ) about the progress of the project shall be final and binding on the **PURCHASER** and the **SELLER** . The decision of



the Architect with regard to the final measurement of the SCHEDULE - II Apartment/Unit shall be final and binding and the sale consideration shall be revised consequent to the final measurement and the **PURCHASER** shall be liable to make payment of the same without any reservation whatsoever.

- iv. All payments shall be made by cheque/Draft/RTGS to the **SELLER** payable in favour of the **SELLER** and shall be considered to have been received by the **SELLER** only when the amount is credited in the account of the **SELLER**.

**ARTICLE 4.**  
**CANCELLATION**

- i. Any delay or default on the part of the **PURCHASER** to pay the amounts payable by him to the **SELLER** under this Agreement on the due dates as stipulated, shall be construed as a breach committed by the **PURCHASER** and if the default continues for a period of 2(Two) months the **SELLER** shall be entitled to cancel the agreement.
- ii. The **PURCHASER** shall make payment of the consideration amount as stated in Schedule III in time as specified therein. Timely payment is the essence of the allotment. Delayed payments for more than 15 days will render the allotment and/or agreement liable for cancellation. It is clarified that even the fact of non-acceptance of cancellation by the **PURCHASER** due to delayed payments as aforesaid shall always be deemed to be proper cancellation and the **PURCHASER** shall not be entitled to challenge or dispute the same.
- iii. If the **SELLER** condones the delay the **PURCHASER** shall pay interest at the rate of 18 % per annum for the period of delay on the amount in default and also abide by the conditions stipulated by the **SELLER** for such condonation.
- iv. The **SELLER** shall be entitled to adjust/appropriate payments made by the **PURCHASER** first against any interest payable or due or any outstanding dues under any head(s), if any then remaining unpaid by such **PURCHASER**, and then towards the installment/charges and the **PURCHASER** shall be deemed to have authorised the **SELLER** to do so and, undertakes not to object to such adjustments made by the **SELLER**.
- v. **CANCELLATION BY SELLER** : In the event of the **PURCHASER** committing a breach of any of the terms and conditions of this Agreement and pursuant to a written notice from the **SELLER** for rectification/remedy of the default within a period of 15 (Fifteen) days, if the **PURCHASER** fails to rectify such breach to the satisfaction of the **SELLER**, the **SELLER** shall be at liberty to cancel this agreement after adjusting (a) cancellation charges fixed at Rs.2,50,000/- ( Rupees Two Lacs Fifty Thousand Only)(b) deduction of the overdue interest. (c) Sell the Schedule - II Apartment/unit to any other **PURCHASER** without reference to the **PURCHASER** herein on such terms and conditions as the **SELLER** may deem fit. It being agreed that Seller shall not be liable to refund the amounts which are non-refundable in nature, such as extras, Service Tax, payments against any additional works done by the **Seller**, providing better finish in the Apartment/unit of the **PURCHASER** etc.
- vi. **CANCELLATION BY PURCHASER** If at any time after the Effective Date, the Agreement is cancelled by the **PURCHASER**, the **SELLER** shall be at liberty to: (a) forfeit from the amounts till then paid by the **PURCHASER**, an amount equal to the Cancellation Charges by way of agreed liquidated damages being Rs.2,50,000/- ( Rupees Two Lacs Fifty Thousand Only) and refund the balance (if any) to the **PURCHASER** without interest (b) deduction of the overdue interest and (c) sell the Schedule - II Apartment/unit to any other **PURCHASER** without reference to the **PURCHASER** on such terms and conditions as the **SELLER** may deem fit. It being agreed that Seller shall not be liable to refund the amounts which are non-refundable in nature, such as extras, Service Tax, payments against any additional works done by the **Seller**, providing better finish and /or any reasonable expenses or losses incurred in so doing will be deducted from the refundable amount.
- vii. The **SELLER** may at its discretion condone (without being obliged) such delay if the **PURCHASER** tenders valid draft for all the amount in arrears along with interest calculated @ 18 % per annum and upon the satisfaction of the **SELLER** if the defaults are rectified and the **PURCHASER** assures to act and observes the **PURCHASER**'s obligations terms conditions and covenants. The decision of the **SELLER** shall be final and binding on the **PURCHASER** and the **PURCHASER** agrees to the same.

**ARTICLE 5.**  
**CONSTRUCTION**

- i. The **SELLER** shall construct the Schedule - II APARTMENT/UNIT in accordance with the plans and designs approved by the authorities concerned and as per the specifications and particulars of construction contained in SCHEDULE IV



- ii. The **PURCHASER** understands & acknowledges that, during the course of construction of **IVY GREENS**, certain changes, deviations or omissions may be required to be undertaken at the requirement of governmental authorities or certain design changes may be suggested by the Architect appointed by the **SELLER**. Further, job conditions on the Project may require certain changes, deviations or omissions, or **SELLER** may deem that certain changes, deviations, additions or omissions are necessary or are in the best interest of **IVY GREENS**. Any changes, additions, deviations or omissions recommended by the **SELLER**, the Architect or governmental authorities at **IVY GREENS** are hereby authorized by the **PURCHASER**.

**ARTICLE 6. PARKING SPACE**

- i. The Apartment/unit described in Schedule - II shall have designated Parking Space (if purchased). Such parking space may be Covered Type or Open Type. The Seller has explained to the Purchaser and the Purchaser has satisfied itself with regard to its right and obligations as available to it and/or as required to be performed by it in respect of the Parking Space. The rights and obligations attached are detailed and enumerated in **SCHEDULE V**.
- ii. The Purchaser agrees that it is not intended to and the Purchaser has not acquired any right as to ownership and/or Interest in the land reserved for such Parking Space and the Purchaser shall for always and all times to come abide by the terms and conditions as to use of the parking Space. The right to the Parking Space shall always be attached to the particular apartment/unit and shall be heritable and transferable compulsorily with the apartment/unit and not in isolation thereto and/or not independently under any circumstances.
- iii. The Purchaser shall not have nor shall claim any share title ownership or interest in the land underneath of the Parking Space
- iv. The Purchaser shall not be entitled to deal with the Parking Space independent of the Apartment/unit hereby intended to be purchased and vice versa.
- v. **NO CONSTRUCTION:** The Purchaser shall not have any rights to put up any construction in the Parking Space at any time after the Schedule - II Apartment/unit has been handed over to the Purchaser by the Seller.
- vi. In case any rate, tax, land revenue or other outgoings by whatsoever name the same may be identified or referred to (including penalty interest etc. thereon) are payable for or in respect of such Parking Space then the concerned Apartment/unit-Purchaser shall be liable for payment of the same and shall indemnify the **SELLER** with regard thereto.

**ARTICLE 7.**

**DEVELOPMENT OF FURTHER ZONES AND PHASES  
& INTEGRATION OF PROJECT**

- i. The **PURCHASER** hereby agrees that the **SELLER** shall have full and absolute right without any interference to develop further and other Zones and /or Phases of and/or near **IVY GREENS** on the adjacent land which may either be acquired by the **SELLER** or suitable arrangements with regard thereto may be entered into by the **SELLER**
- ii. **EASEMENT RIGHT:** The **SELLER** and the Occupiers of Apartment/units at **IVY GREENS** shall have the right to use the approach road and other common areas and facilities (including the Club) comprised the entire project, for which the **PURCHASER** shall not raise any objection of whatsoever nature.

**ARTICLE 8.  
THE CLUB**

- i. The **SELLER** proposes to provide uses of a Club and /or recreational centre for the **PURCHASER** s of Apartment/units and /or Owner of other apartment/units and /or any other person/persons authorized and permitted by the **SELLER** and the **PURCHASER** shall have the right to use the same in common with each other without claiming any share/ ownership/ title / interest therein.
- ii. The facilities and amenities available at the club are detailed in Part - II of **Schedule VII**. The **SELLER** reserves the right to decide the amenities and facilities and/or the modifications thereto to be provided in the Club.
- iii. **Club membership:** The membership of the Club shall be in the name of individual residents of the Project only (i.e. no corporate membership). However, if the owner of a Apartment/unit is other than an individual, it will be required to nominate the occupier of such Apartment/unit, who, for all purposes, will be treated as the member of the Club. The Membership of the Club is compulsory for Apartment/Unit purchasers at **IVY GREENS**
- iv. The **PURCHASER** understands that the right of use the Club and its facilities shall be subject to payment of charges and observance of rules and regulations of the Club. No right or lien of any nature whatsoever will be created or deemed to be created in favour of members, in respect of the assets of the Club.



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- v. The detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated and circulated in due course. The **PURCHASER** shall abide by the said rules and regulations.
- vi. **RUNNING OF THE CLUB:** The Club will be managed, operated and maintained by the Maintenance Company and/or by any other suitable arrangement as **SELLER** may decide.
- vii. **CLUB CHARGES:** The Club Membership Charges shall be as stated in **Part I of SCHEDULE VII**. In addition to this one-time payment, usage based charges including annual/monthly membership fees and /or subscription charges and /or operational costs/charges and /or additional facility charges shall be determined by the Maintenance Company and/or any other person as may designated by the **SELLER** from time to time,

#### ARTICLE 9.

##### HANDING OVER OF POSSESSION

- i. **EXPECTED POSSESSION TIME:** Based on the present plans and estimations, the **SELLER** endeavors to complete construction of the Schedule - II Apartment/unit and hand over possession thereof to the **PURCHASER** within 36 months from the Effective Date. Provided that the **SELLER** shall be entitled to reasonable extension of time for giving delivery of the Schedule - II Apartment/unit on the aforesaid date, if the **PURCHASER** makes default in making payment and also if the completion of the Schedule - II Apartment/unit is delayed on account of: Force Majeure Events; including (i) any delay in payments stipulated in this Agreement by the **PURCHASER**; (ii) any delay in obtaining any approval, sanction of the authorities concerned; (iii) any delay due to any order, notification of authorities concerned; (iv) any delay in obtaining electricity and/or water connections; and (v) any default by the **PURCHASER** of the terms and conditions of this Agreement. In case of delay in delivering possession, the **Seller** shall be allowed a grace period of 6 (six) months.
- ii. **CONDITION PRECEDENT :** The **PURCHASER** shall not be entitled to the possession of the Schedule - II Apartment/Unit until payments of Sale Price and other charges, expenses or deposits due to the **SELLER** under this Agreement have been cleared in full, regardless of whether work in other Apartment/units and in common areas or facilities and amenities has been completed or not. The Use and occupation of the Schedule - II Apartment/unit and car parking space shall be subject to the terms & conditions as are detailed in PART- I of SCHEDULE-V hereunder written and/or described and shall also be subject to the payment of Common Expenses as are detailed in Part - II of SCHEDULE-V hereunder written and/or described
- iii. **MODE OF GIVING POSSESSION:** The **SELLER** shall serve upon the **PURCHASER** a notice in writing ("**Possession Notice**") to take over possession of the Schedule - II Apartment/unit within 15 (Fifteen) days ("**Possession Period**") from the date of the Possession Notice. Upon the **PURCHASER** complying with all provisions, formalities, documentation, etc. as may be prescribed by the **SELLER** in this regard and provided the **PURCHASER** is not in default of any of the terms and conditions of this Agreement. The Possession Notice shall be sent by registered post or by E-Mail or by facsimile to the **PURCHASER**.
- iv. **DEEMED POSSESSION :** It is understood by the **PURCHASER** that even if the **PURCHASER** fails to take possession of the Schedule - II Apartment/unit within the Possession Period, the **PURCHASER** shall be deemed to have taken possession on the 15<sup>th</sup> day from the date of Possession Notice which date, for all purposes and irrespective of the actual date when the **PURCHASER** takes physical possession of the Schedule - II Apartment/unit, will be deemed to be the Possession Date and shall be liable for all costs and outgoings in respect of the said apartment/unit.
- v. **NO DELAY:** It is understood by the **PURCHASER** that non operation of the Club or any of the facilities shall not be deemed as delay in handing over the possession of the Schedule - II Apartment/unit and the **PURCHASER** shall take possession of the Schedule - II Apartment/unit whenever the same is offered for possession by the **SELLER** in accordance with this Agreement.
- vi. **RESPONSIBILITIES:** On and from the Possession Date the Schedule - II Apartment/unit shall be at the sole risk and cost of the **PURCHASER** and the **SELLER** shall have no liability or concern thereof. The **PURCHASER** shall be liable to pay the maintenance charges as may be decided by the Seller in respect of the Schedule - II Apartment/unit and the Common Areas and facilities on and from the Possession Date; All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the Apartment/Unit and the Undivided Interest in the land shall be paid and borne by the **PURCHASER** proportionate to his interest therein and those relating only to the Schedule - II Apartment/unit shall be borne solely and conclusively by the **PURCHASER**, with effect from the Possession Date. All other expenses necessary and incidental to the management and maintenance of **IVY GREENS**.



**HOLDING CHARGES:** In case the **PURCHASER** fails to take possession of the Schedule - II Apartment/unit within the Possession Period, the **PURCHASER** shall be liable to pay to the **SELLER** holding charges @ Rs 10,000/- (Rupees Ten Thousand) only per month ("Holding Charges"). In any event, if the possession is not taken by the **PURCHASER** within 3 (Three) months from the Possession Notice, the **SELLER** shall have the right to cancel this Agreement in the manner as detailed in Article 4. v. herein above. The **PURCHASER** taking possession of Apartment/unit at **IVY GREENS** shall be deemed to have fully satisfied himself/herself/itself in all respects including quality of construction, materials used, measurements etc and agrees not to raise any objection with regard thereto.

**ARTICLE 10. DEPOSITS AND EXTRAS:**

- i. The **PURCHASER** herein shall also pay to the **SELLER** herein the interest free deposits and non refundable additional payments as mentioned, explained, enumerated, provided and given at and under **PART I and PART II of SCHEDULE VI** respectively hereunder written and/or given. The amounts of the additional payments and deposits shall be paid by the **PURCHASER** /s herein at the time as mentioned in the agreement or within 7 days of the respective demand for the same on or before the date of possession whichever is earlier. The Additional Payment and the deposits are an integral part of the transaction and non-payment/delayed payments shall entitle the **Seller** to terminate the agreement at its discretion

**ARTICLE 11.**

**REGISTRATION AND TRANSFER OF THE SCHEDULE - II APARTMENT/UNIT**

- i. The Sale Deed for sale of the Schedule - II Apartment/unit will be executed and registered in favour of the **PURCHASER** after the Schedule - II Apartment/unit has been constructed and all payments then due and payable by the **PURCHASER** to the **SELLER** stands paid by the **PURCHASER**. The **SELLER** shall serve upon the **PURCHASER** a notice in writing for execution and registration of the Sale Deed on or within a date to be notified in such notice and the **PURCHASER** shall abide by the same.
- ii. The Sale Deed of the Schedule - II Apartment/unit shall be drafted by the Advocates of the **SELLER** M/s A K Chowdhary & Co of 10 Old Post Office Street, First Floor, Room No 21 Kolkata 700001 and shall be in such form and contain such particulars as may be approved by the **SELLER**. No request for any changes whatsoever in the Sale Deed will be entertained by the **SELLER** unless such changes are required to cure any gross mistake or typographical or arithmetical error.
- iii. The stamp duty, registration charges shall be as assessed by the Registering Authority, for the Schedule - II Apartment/unit and all other costs of and incidental to the execution of this Agreement and the Sale Deed and other documents to be executed in pursuance thereof shall be borne by the **PURCHASER** as ascertained and fixed by the **SELLER**. The same shall be paid by the **PURCHASER** within 90 days from the date of demand by the **SELLER** prior to the execution of Deed of Conveyance. In the event of any delay to pay the same the **PURCHASER** shall render himself liable to pay Rs.10,000/- (Rupees Ten Thousand) Only per month after the said 90 days as stated above.
- iv. The **PURCHASER** shall pay Rs 18,000/- (Rupees Eighteen Thousand) Only {Rs 15000/- (Rupees Fifteen Thousand) Only towards Legal Charges and a further amount of Rs 3000/- (Rupees Three Thousand Only towards miscellaneous expenses). Rs 5000/- (Rupees Five Thousand) Only shall be paid on the signing of this agreement and the balance amount of Rs 13000/- (Rupees Thirteen Thousand) Only shall be paid on or before execution of the Deed of Conveyance in favour of M/s. A K Chowdhary & Co.
- v. **No objection from Banks etc.** In case of the **PURCHASER** taking loan from any Bank/ Financial Institution, the Sale Deed in favour of the **PURCHASER** shall be executed only upon the **SELLER** receiving 'No Objection Certificate' from such Bank/ Financial Institution and the Sale Deed shall be handed over to the lending institution, if so required by them.

**ARTICLE 12.**

**COMMON AREAS AND BASIC FACILITIES AND AMENITIES**

- i. The **PURCHASER** together with all other Purchaser of Apartment/units in the Project shall have only proportionate undivided variable and impartible interest in the land directly underneath the Schedule - II apartment/unit intended to be sold together with the Right to use the basic facilities as detailed in **SCHEDULE VIII** and the **PURCHASER** is aware that it has not and or nor it shall claim to have acquired any individual and /or exclusive and /or ownership right in all Common Areas, amenities and facilities built or provided in the Project for the common use and enjoyment.
- ii. The **SELLER** shall have the right to put hoarding, neon signs or communication equipments in its name or in the name of its affiliates in the Common Areas of the Project.



- iii. Water supply to the residents of the Project will be provided from the available source and will be distributed from the overhead storage tanks installed on Apartment/unit Blocks at **IVY GREENS**.
- iv. Installation costs, deposits and other charges to be paid by the **SELLER** towards Electrical Infrastructure Costs for the purposes of obtaining installing, power facilities, transformer, cabling, Ducting, Trenches, High Tension /Low Tension Supply and any other work relating thereto and /or in connection therewith and also for providing electricity to Common Areas like street light, parks, green verge, comm. apartment/unit facilities etc., shall be borne and paid by the **PURCHASER** proportionately as shall be assessed by the **SELLER**. The **SELLER** shall recover such installation costs, deposits and other charges from the **PURCHASER**. Further the **PURCHASER** shall pay the costs, security deposits and other charges towards obtaining power supply and installation of Meter in Apartment/unit at **IVY GREENS**.
- v. **ADDITIONS OR REPLACEMENTS** :As and when any plant and machinery, including but not limited to, DG sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by the **PURCHASER** along with all the other owners of the Apartment/units on pro-rata basis as may be specified by the Maintenance Company. The **SELLER** or the Maintenance Company shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the **PURCHASER** agrees to abide by the same.

**ARTICLE 13.**  
**MAINTENANCE**

- i. Upon completion of any part or portion of and /or any Phase of **IVY GREENS** the **SELLER** may manage the maintenance services by itself or hand over its management for maintenance to the Maintenance Company for which the **PURCHASER**, if required to, shall execute an agreement ("**MAINTENANCE AGREEMENT**") with the Maintenance Company.
- ii. **MAINTENANCE CHARGES**: For the enjoyment and maintenance of the common portions and facilities in Apartment/unit at **IVY GREENS** and the Common Areas and facilities in the Project, the **PURCHASER** shall be liable to remit per month the proportionate maintenance charges ("**MAINTENANCE CHARGES**") of such area and facilities as may be fixed by the Maintenance Company from time to time at present the **Seller** shall manage the maintenance operations and the **PURCHASER** shall pay to the **SELLER** monthly maintenance charges as fixed by the **SELLER**, per sq ft per month. The maintenance charges are subject to upward revision as may be decided by the **SELLER**. The Maintenance Charges shall become payable from the Possession Date.
- iii. **INTEREST FREE SECURITY DEPOSIT** : The **PURCHASER** shall pay, over and above the monthly running Maintenance Charges and Interest Free Non refundable Maintenance Security Deposit, as detailed in **Part I of SCHEDULE VI**. The **Interest Free Security Deposit** shall be kept with the **SELLER** or the Maintenance Company in order to secure adequate provision of the maintenance services and due performance of the **PURCHASER** in promptly paying the maintenance bills and other charges as raised by the Maintenance Company. If the said Interest Free Security Deposit remains unutilized then the same shall be transferred to the Maintenance Company without interest. If at any time the Interest Free Security Deposit shall fall below the prescribed limit mentioned above, the **PURCHASER** shall make good such shortfall immediately on demand being made by the Maintenance Company.
- iv. The **PURCHASER** further acknowledges that timely payment of the said maintenance charges is mandatory and nonpayment thereof is likely to adversely affect the other apartment/unit owners and/or cause disruption in the common services to be provided by the Maintenance Company to the other apartment/unit owners and as such the **PURCHASER**. In case the **PURCHASER** fails to pay any amount payable to the Maintenance Company:- (a) The Maintenance Company shall be entitled to withdraw maintenance services attached to the apartment/unit purchased; (b)The **PURCHASER** shall not be entitled to avail any maintenance services; (c) the **PURCHASER** shall pay Interest @ 2% per annum (d) The Maintenance Company at its option may adjust the unpaid amount from the interest free security deposit.
- v. The **PURCHASER** has agreed to regularly and punctually make payment of the said maintenance charges and in' the event of any default of the **PURCHASER** in making payment of the maintenance and/or service charges and if such default continues for a period of two months then and in that event without prejudice to any other right which the **SELLER** and/or Maintenance Company may have, the **SELLER** and/or Maintenance Company shall be entitled to withdraw the maintenance services including water supply /electricity and the **PURCHASER** specifically consents to such withdrawal of maintenance services including water supply /electricity, etc.





**ARTICLE 14.**  
**RESTRICTIONS & CO-OPERATION**

- i. The **PURCHASER** shall at all times abide by the following (including all consequential amendments and/or extensions thereto ) and agrees not to:-
- (a) Sub-divide and /or partition over the said Schedule - II apartment/unit and/or the parking space or any portion thereof.
  - (b) Do any act deed or thing or obstruct the construction or completion of **IVY GREENS**
  - (c) Throw dirt, rubbish or other refuse or permit the same to be thrown at **IVY GREENS** .
  - (d) Store or bring and allow to be stored and or to hang from or attach to the beams or rafters any articles or machinery and brought in the said apartment/unit any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures including damage to any flooring or ceiling and /or otherwise damage/demolish any structure and/or cause structural addition and/or alteration such as beams, columns, partition walls at **IVY GREENS** .
  - (e) Fix or install air conditions in the said apartment/unit and /or any antenna on the roof or terrace of the said Block nor shall fix any window antenna and/or signboard, nameplate signage save and except at the places specified.
  - (f) Close or permit the obstruction of the common areas and /or Apartment/unit the Block at **IVY GREENS** / including any alteration in the grills design, elevation and outside colour scheme of the exposed walls, external walls or the fences, of external doors and windows of the said apartment/unit which in the opinion of the **SELLER** differs from the colour scheme of **IVY GREENS** .
  - (g) Do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said apartment/unit or any apartment/unit part of the said block or cause increased premium to be payable in respect thereof if the block is insured by any of the co-owner of other apartment/unit.
  - (h) Keep in the car parking space, if allotted, anything other than private motor car. and/or park car on the pathway or open spaces of Apartment/unit the block at **IVY GREENS** or at any other place except the space allotted to it and shall use the pathways as would be directed by the **SELLER** .
  - (i) Raise any objection whatsoever to the **SELLER** dealing with all the unsold and open areas in the manner as deemed fit and proper by the **SELLER**.
  - (j) Use the Schedule - II Apartment/unit or permit the same to be used for purpose other than residential or for any purpose which may or is likely to cause nuisance or annoyance to other occupiers of the project /or the other Apartment/units or for any illegal or immoral purposes. It being expressly agreed that the **Seller** shall have the right to use or permit to be used any other apartment/units or areas in the other Phases, or the Project for non-residential / other purposes
  - (k) Claim any right over and in respect of any other Apartment/units and or the roof and/or open spaces and/or Common Parts and Portions or Other Blocks and the **SELLER** shall have the exclusive right to deal with the same.
- ii. The **PURCHASER** shall at all times extend its cooperation on the followings (including all consequential amendments and/or extensions thereto ) and agrees to:-
- (a) Allow the **SELLER** with or without workmen to enter into said apartment/unit for the purpose of maintenance and repairs.
  - (b) Abide by such rules and regulations as may be made applicable by the **SELLER** before the formation of the Maintenance Company and after the Maintenance Company is incorporated and/or formed to comply with and/or adhere to the rules and regulations of such Maintenance Company
  - (c) Sign and forward all papers and documents relating to the obtaining of independent and separate electric meters in the appropriate form and upon payment of the applicable costs and charges thereof as and when required by the **SELLER** .
  - (d) Abide by the rules & regulations applicable to the various phases which may either be uniform and /or in variance with each other.
  - (e) Cooperate at the times of repair of all roads, pathways, passages and/or any other space of any nomenclature and/or category which are and shall always remain the property of the **SELLER** .
  - (f) Inspect and satisfy about the workmanship and completion of the Apartment/unit in every respect before taking possession at the time of delivery of possession of the Apartment/unit and not to raise any objection against **Seller** on any ground whatsoever thereafter.



**ARTICLE 15.****TAXES**

- i. All present taxes, duties and levies payable with regard to this agreement for sale and intended transfer subsequently shall be paid and borne by the **PURCHASER**. Service Tax at the prevailing rates shall be paid by the **PURCHASER** wherever applicable.
- ii. If at any time after the Effective Date there be imposition of any new or enhancement in any tax or levy or fees or charges (including stamp duty and/or registration charges) on the transfer or construction of the Schedule - II apartment/unit and **IVY GREENS**, the same shall be borne and paid by the **PURCHASER** within 7 (seven) days of demand being made by the **SELLER** without raising any objection thereto.
- iii. The **PURCHASER** shall pay the proportionate rates, charges and fees till such time the Schedule - II Apartment/unit is not mutated and separately assessed and thereafter timely pay all rates and taxes to ensure that none of the other owners of other Apartment/units or the **SELLER** or, as the case may be, is affected in any manner for any non or untimely payment.

**ARTICLE 16.****DISPUTE RESOLUTION**

- i. In the event of a dispute arising out of or in connection with the Agreement such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The parties have agreed to refer all and/or any dispute to the sole arbitration of Mr A.K. Chowdhary Advocate, High Court, Calcutta, 10 Old Post Office Street, First Floor Kolkata 700001. All proceedings in any such arbitration shall be conducted in English. The proceedings shall be held in Kolkata, West Bengal. The arbitral award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly;

**ARTICLE 17.****GENERAL PROVISIONS**

- i. The Agreement shall not be modified or amended in any respect except by a written agreement executed by the Parties.
- ii. Any failure or delay by the Parties in exercising any right or remedy provided by law under or pursuant to this Agreement shall not impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.
- iii. Indemnity: Each Party agrees to indemnify and keep indemnified the other party in respect of any claim, action, damage, loss, liability, cost, expense or payment suffered, paid or incurred by the other party in matters relating to and/or arising out of this agreement.
- iv. Should any claim, demand, suit or other legal proceeding be made or instituted by any Party against any third party which arises out of any of the matters relating to this Agreement, each Party shall give the other all pertinent information possessed by such Party and reasonable assistance in the defence or other disposition thereof.
- v. The Parties shall, with all reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by the Agreement and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of the Agreement and carry out its provisions.
- vi. The Agreement is entered amongst the Parties on principal to principal basis.
- vii. If any term, covenant, condition or provision of the Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of the Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.
- viii. All notices to be given by any Party to the other whether hereunder or otherwise shall be given in writing and signed by the Party giving it. Such notice shall be served by sending by fax to the number set forth below or delivering by hand, e-mail or courier to the address set forth in this agreement.

**ARTICLE 18:****JURISDICTION**

- i. The parties have signed this Agreement at 1/1B Upper Wood Street Kolkata 700017 and the principal Civil Court at Kolkata having jurisdiction shall have the authority to try and entertain all matters arising herefrom.



**ARTICLE 19.  
COUNTERPARTS**

- i. The Agreement shall be executed in 2 (Two) originals with one copy for each Party and each such counterpart shall be treated as an original as if the parties hereto had executed the same document at the same time.

**SCHEDULE I**

All that the piece and parcel of land forming a part and parcel of **IVY GREENS** and measuring 592.6775 Decimals (Sataks) More or less comprised in Dag Nos 285, 287, 279, 268, 299, 280, 451, 301, 302, 300, 261, 262, 455, 456 297, 284, 291, 295, 296, 453, 267, 281, 298, 290, 263, 454, 269, 277, 283, 462, 458, 461, 452, 278 and Khatian Nos 100/1,1065/1 & 404, 421, 575, 505, 931 & 926, 535 & 1336, 544, 963, 331, 352, 931, 540, 65, 80, 288/1, 816, 838, 1074, 699, 55, 470, 1053, 135/1, 974/2, 695, 951, 1087, 595, & 329, 437, 801, 14/1, 391,230/1,135/1,561,201,1047,1053, 391, 773/1, 886, 604/1, 630/1, 638, 690, 907, 974/2 & 470, 562, 1000/1, 387/1, 827/2, 52/2, 972/1, & 580/1, 477, 235, 507 & 1061, 931, 800, 347, 67,476, 866 & 476, 501 & 511 lying and situate within the jurisdiction of Police Station Rajarhat Dist North 24 Parganas within the ambit of Chandpur Gram Panchayet, Mouza : Sikharpur West Bengal.

**SCHEDULE II**

**(THE APARTMENT/UNIT AT IVY GREENS UNDER SALE)**

The **PURCHASER** being desirous of purchasing an apartment/unit being identified as **unit No- "B 1"** on **Floor 1<sup>st</sup>** in **Block IG-04** measuring **990 square feet (super built area)** and together with the covered car parking space comprise at or upon the First Schedule land **TOGETHER WITH** the undivided proportionate share in the land underneath the said Block and user right in common parts and portions of **IVY GREENS**

**SCHEDULE III**

**(Sale Price: Payment Schedule)**

- Sale Price: Rs.28,21,500/- (Rupees Twenty Eight Lacs Twenty One Thousand Five Hundred Only) Only (Plus Service Tax as applicable)**
- Sale price of One Covered Car parking Space **Rs.2,50,000/- (Plus service tax as applicable)**

Sl	Particular	Amount Payable
1	On Agreement	6,14,301/-plus S.T.
2	On or before 6 <sup>th</sup> January, 2015	3,07,149/-plus S.T.
3	On Completion of Piling	3,07,150/-plus S.T.
4	On Completion of Foundation	3,07,150/-plus S.T.
5	On Completion of Ground Floor Casting	3,07,150/-plus S.T.
6	On Completion of 1 <sup>st</sup> Floor Casting	3,07,150/-plus S.T.
7	On Completion of 2 <sup>nd</sup> Floor Casting	1,53,575/-plus S.T.
8	On Completion of 3 <sup>rd</sup> Floor Casting	1,53,575/-plus S.T.
9	On Completion of 4 <sup>th</sup> Floor Casting	1,53,575/-plus S.T.
10	On Completion of Brick Work	1,53,575/-plus S.T.
11	On Completion of Flooring	1,53,575/-plus S.T.
12	On Possession	1,53,575/-plus S.T.
	<b>Total</b>	<b>30,71,500/- (Plus S.T)</b>

**SCHEDULE IV  
SPECIFICATIONS**

- Foundation** : Pile Foundation with Strip Beams.
- Super Structure** : RCC Frame
- Wall** : INTERNAL 100 thick brick masonry.  
EXTERNAL 200 thick brick masonry
- Door** : Quality timber frame with solid core – flush / panelled shutter
- Window** : Quality aluminum frames
- Living/Dining Room**



<b>&amp; Bedroom</b>	:	(Porcelain/Vitrified) tile Flooring
<b>Kitchen</b>	:	<b>Floor</b> : Porcelain/Vitrified tiles <b>Counters</b> : Granite with stainless steel sink; <b>Wall</b> : Ceramic Tiles 2 feet high above counter top.
<b>Toilets</b>	:	<b>Floor</b> : Ceramic Tiles <b>Wall</b> : Ceramic /Mosaic on dado. <b>Sanitary ware</b> : Quality Chinaware and Chormium plated fixtures.
<b>Electrical</b>	:	Concealed copper wiring with modular switches.  Provision in appropriate locations for lights and fans, Telephone, TV, AC, Exhaust and Geyser.
<b>Interior Finish</b>	:	Plaster of Paris over plastered Walls.
<b>Exterior Finish</b>	:	Textured paint and tiles over plastered Walls.

**SCHEDULE V**

**PART - I**

**(TERMS AND CONDITIONS)**

- a) **PARKING SPACE:** If Space has been sold (Open or Covered) for Parking of a Medium Sized Motor car on the Stilt Level. The right is restricted to parking of a motor car and the Purchaser shall not make any construction of any nature whatsoever (**temporary** or permanent) in the Parking Space The Purchaser shall keep the apartment/unit and the Parking Space in good tenatable state and condition and in the same manner in which the same shall have been delivered to the concerned Apartment/unit-Purchaser by the Seller.
- b) **ROOF/TERRACE:** The Purchaser shall have the non-exclusive and limited user right to use the Roof /Terrace. The Purchaser shall not make any construction of any nature whatsoever (temporary or permanent) on such Roof / Terrace. It is however clarified that the ownership of such Roof / Terrace (as also the right of further construction / exploitation thereon) shall remain that of the Seller.
- c) **INGRESS EGRESS:** For the purpose of ingress and egress, all of the Apartment/unit-Purchasers in a particular Block shall be entitled to use the staircase, lift and the corridor common to that particular Block, Such staircase shall be leading from the Ground Floor level to the Upper Floor Levels.
- d) **EASEMENTS** Notwithstanding anything elsewhere to the contrary herein contained, each Apartment/unit-**PURCHASER** (including the **Seller** ) shall be entitled to the following easements and rights and similarly be subject to similar easements and rights of the other Apartment/unit-**PURCHASER** s as also the **Seller** .
- e) Easements quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to Apartment/units as usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto.
- f) The right of access and way in common with the **Seller** and/or other Apartment/unit-**PURCHASER** s at all times and for all normal residential purposes connected with the use and enjoyment of the common areas installations and facilities to which they are entitled to.
- g) The right of way in common as aforesaid at all times and for all purposes connected with reasonable use and enjoyment of the Apartment/unit Provided Always and it is hereby declared and clarified that noting herein contained shall permit the Apartment/unit-**PURCHASER** or any person deriving title under him or his servants agents and invitees to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or persons including the **Seller** and the other Apartment/unit-**PURCHASER** s entitled to such way as aforesaid. The said right of way have been granted to pass and repass along the common passageways in the project and/or any part thereof by day or by night with or without vehicles of any description and with or without animals for all purposes.
- h) The requirement & right of flow in common as aforesaid of electricity water and waste or soil from and to the Apartment/unit through pipes drains wires and conduits lying or being in under thorough or over the other parts of the Project (as applicable) so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Apartment/unit.
- i) The right with or without workmen and necessary materials to enter from time to time upon the other parts of **IVY GREENS** (as applicable) for the purpose or rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid and also for the purpose of rebuilding, repairing, replacing or cleaning any part or parts of (as applicable and the Common Areas and Installations insofar as such rebuilding



repairing replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forth-eight hours previous notice in writing of his intention so to enter to the person affected thereby.

**PART - II**

- a) The proportionate expenses of maintaining, redecorating, cleaning, operating, repairing, white washing, paintings, reconstruction, rebuilding, lighting etc. of the main structures and in particular the fresh and rain water pipes, drains and sewerages, underground and underground tank and reservoir electric wires its fittings and fixtures, electrical bulbs, lights and its switch boards as a whole, water pumps meter and other appliances, ducts and vents and passages in or under or and all its exterior walls, doors windows, grills and glasses and the boundary walls at Ivy Greens
- b) The proportionate costs and cleaning and lighting the Common Areas, Common way/s, Passage/s, Path/s, Common Areas and Water Pump/s as enjoyed and used by the Purchaser/s, in common as aforesaid and keeping the same in good and habitable conditions.
- c) The proportionate costs of the payments made to the clerks, durwans, sweepers, mistries, caretakers, watchman, wards, electricians and other contractors if any appointed by the Seller and/or the Maintenance Company and Association when formed.
- d) The proportionate costs of works and maintenance, replacement and/or repair of the common lightings, fittings and fixtures etc., and all other service charges of the services rendered and of the other equipments and amenities used in common and for the common purpose.
- e) The proportionate costs of the Municipal Taxes and all other taxes and other outgoings levied on the common portions attached to the Schedule - II apartment/unit or on the whole land of the said premises.
- f) The proportionate costs/charges of and expenses for maintaining and operating the Generator and any other such machineries, all supplementary equipments and any other amenities, if and when installed.
- g) Maintenance charges and operating charges for lift.
- h) Salary etc. of staff of Maintenance Company.
- i) Such other expenses as are deemed by the Owner and/or Maintenance Company or Association whichever the case may be necessary or incidental for the maintenance, managements, supervision and upkeep IVY GREENS.

**SCHEDULE VI : EXTRAS AND DEPOSITS**

**PART I**

A. DEPOSITS (Interest Free)

For Securing Maintenance Charges (per Apartment/unit) Rs 30/- (RupeesThirty Only)  
per sq ft

**PART II**

B. EXTRA PAYMENTS (being one time payments and non-refundable) being the costs and expenses towards Infrastructure and Development Charges, Electricity & Generator Installation Charges: **Rs 150 per sq ft plus applicable service tax.**

The Extra payments shall be paid in the manner as follows:-

Sl.	Particular	Amount Payable
1	On Allotment Letter	20 % plus S.T.
2	On Agreement	20 % plus S.T.
3	On Completion of Piling	20 % plus S.T.
4	On Completion of Foundation	20 % plus S.T.
5	On Completion of Ground Floor Casting	20 % plus S.T.



**SCHEDULE VII**  
**CLUB FACILITIES:**  
**PART-I**

Compulsory Club Membership Chares Rs. 1,50,000/-  
(plus Service Tax and other taxes and levies as applicable)

**PART -II**  
**CLUB FACILITIES AND AMENITIES**

- a) Games facility having Badminton Court,  
Cricket Play Ground, Table Tennis, Tennis, Basket  
Ball, Pool Tables etc.
- b) Fully equipped gymnasium'
- c) A Swimming Pool;
- d) Restaurant;
- e) Library;
- f) Cycling and Jogging Track;
- g) 4 Lane Bowling Alley;

**SCHEDULE VIII**  
**BASIC COMMON FACILITIES**

- a) Common Paths, passages, pedestrian ways, driveways within the entire Project as intended to be provided by the **Seller** , excluding however the areas reserved by the **Seller** for parking of motor cars and other vehicles or other purposes and/or those allotted and/or provided to specific apartment/unit-**PURCHASER** s;
- b) Water supply system as be planned by the **Seller** from time to time.
- c) Drainage and sewerage system as be planned by the **Seller** from time to time;
- d) Other areas and installations as be planned by the **Seller** ;

**Extended Facility:**

- a) Water Filtration with de-ionization Plant;
- b) Intercom Facility;
- c) 24 \* 7 Generator Backup



IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

**SIGNED SEALED AND DELIVERED**

**For VEDIC REALTY PVT. LTD.**

by the **SELLER** at Kolkata in the presence of:

1. *Jacinta N. Kumar*  
*3/1 Anant- 2nd Lane*  
*167-14*

  
(Director/Authorised Signatory)

2. *Satyajit*  
*1/1A, Nandagab, Kot 77*

**SIGNED SEALED AND DELIVERED**

by the **PURCHASER** at Kolkata in the presence of:

1.

2.

\_\_\_\_\_  
**SIGNATURE OF THE PURCHASER**

**RECEIVED** from the within-named Purchaser/s herein the within mentioned sum of **Rs.6,14,301/- (Rupees Six Lacs Fourteen Thousand Three Hundred One Only)** only being the part consideration money out of the Total Consideration as per memo below:

**MEMO OF CONSIDERATION**

SL. NO.	DATE	CHEQUE NO.	DRAWN ON	AMOUNT (RS).
1	28/09/2014	021623(part)	State Bank Of India	97,003/-
2	30/09/2014	021624(part)	State Bank Of India	1,45,504/-
3	13/11/2014	021626(part)	State Bank Of India	3,71,794/-
			<b>Total</b>	<b>6,14,301/-</b>

**For VEDIC REALTY PVT. LTD.**

  
 (Director / Authorised Signatory)



DATED THIS 23<sup>rd</sup> DAY OF DECEMBER, 2014

BETWEEN

**M/S. VEDIC REALTY PVT. LTD.**

**- SELLER-**

AND

**1) MR. SANJEEV KUNAL**

**&**

**2) MRS. APARAJITA**

**- PURCHASER-**

AGREEMENT FOR SALE OF  
RESIDENTIAL UNIT NO.- "B 1"

ON 1<sup>ST</sup> FLOOR,  
BLOCK - **IG-04**,

**AT IVY GREENS**

M/s A K Chowdhary & Co  
Advocates,  
10 Old Post Office Street ,  
First Floor, Room No 21  
Kolkata 700001  
Office Ph: 033-22430723  
Fax:033-22437668

*Copy AS*