

AGREEMENT FOR SALE

OF RESIDENTIAL UNIT AT
GREENTECH CITY

"SMART HOMES"
RESIDENCY-II



AGREEMENT FOR SALE

This **AGREEMENT TO SALE** ("Agreement") is entered into on this 14th day of March 20 15 at Kolkata **BY AND BETWEEN:**

GreenTech IT City Pvt. Ltd. a Company incorporated under the Companies Act, 1956 and having its registered office at 1/1B Upper Wood Street Kolkata 700017, hereinafter referred to as the "**OWNER/DEVELOPER**", (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the ONE PART.

Sevabene Sinha

AND

Starkon



~~Mr./Ms./Mrs. Devalena Sinha....., son of / daughter of / wife of
 Mr. Arunabha Sarker....., and Mr./Ms./Mrs. Arunabha Sarker.....
 son of / daughter of / wife of Mr. Ajit Kumar Sarker.....~~

~~OR~~

~~M/s....., a Company incorporated
 under the provisions of the Companies Act, 1956,~~

~~OR~~

~~M/s....., a Partnership firm duly
 registered under the provisions of the Indian Partnership Act, 1932,~~

~~OR~~

~~M/s....., represented by its
 Karta Mr. / Mrs....., son of / wife of
 / daughter of.....~~

~~both residing at / having its registered office at H.D. Monoharpukur Road
 Ward - 24, Tollygunge, Kolkata - 700026.
 (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 Owner/Developer and the Purchaser and "Party"
 means each of the Owner/Developer 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 Owner/Developer is absolutely seized and possessed or otherwise well and sufficiently entitled to diverse piece and/or parcel of land at Mouza Bajetaraf, Police Station - Rajarhat under Chandpur Panchayet District Sub Registry Office at A.D.S.R. Bidhan Nagar (Salt Lake) District -North 24 Parganas, West Bengal and the Developer has devised a scheme to develop a Township Project consisting of Premium Residential Accommodation in a phased manner.
- B. The Project has been named **GreenTech City** and the scheme of **GreenTech City** has been devised in such a manner that the project will be divided into distinct identifiable zones.
- C. A part of **GreenTech City** has been identified and demarcated as **Smart Home Residency II** and **Smart Home Residency II** shall comprise of still plus 05 Storied Blocks having contemporary self contained Apartments named as "**Smart Homes**" lying at or upon the premises as detailed in **SCHEDULE I** hereunder written and/or described.



Devalena Sinha. Sarker

- D. The Owner/Developer herein reserves its right to acquire further land adjacent/adjoining/contiguous to the project and /or enter into suitable arrangements with the owner of such further land adjacent / adjoining / contiguous and to make the same a part and parcel of **GreenTech City**.
- E. The Purchaser, being desirous of purchasing a Smart Home Three Bedroom Flat being Unit No...C.5.....on the5th Floor measuring 1800 square feet (super built up area) in Block No...03..... to comprise at or upon a piece and parcel of Land measuring **630.3 decimals** and has already applied to the Owner/Developer by prescribed Application dated 26/8/14 for provisional allotment of the Smart Home (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 a Smart Home at **GreenTech City** 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 Owner/Developer and /or the Owner/Developers right to develop the Project and /or the rights reserved by the Owner/Developer and /or the modalities of sale and transfer of the Smart Home and /or Specifications of the Smart Homes and /or the design, concept and Scheme of things of **GreenTech City**.

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 Owner /Developer may appoint from time to time as the Architect of the Project.
- ii. **BLOCK** shall mean the Block within **Smart Home Residency II** where the particular Smart Home 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 developer 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 use of the Purchasers of Units in Smart Home Residency II on such terms and conditions, consideration and user charges attached thereto as may be decided by the Owner/Développeur ;
- vi. **COMMON AREAS** shall mean those parts and portions of the block or those parts and portion of GreenTech City 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 Owner/Developer inter-alia for the purpose of common areas and facilities of **GreenTech City**.

Devakane Sude. Jankar



- 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 **GreenTech City** which could be a division, associate or company of the Owner/Developer;
- xi. **PARKING SPACE** shall mean the Parking Space (open or covered) situated on the Stilt Level and intended to be exclusively enjoyed by the Purchaser and to be sold and transferred along with the Unit on the consideration and on such terms and conditions as framed by the Owner/Developer.
- xii. **SALE PRICE** shall mean sale price of the Schedule - II Unit as specified in **SCHEDULE III** comprising the base price of the Schedule - II Unit.
- xiii. **UNDIVIDED INTEREST** shall mean the undivided, proportionate, indivisible and impartible share in the Land comprised directly underneath the block where the Smart Home intended to be purchased is situated.
- xiv. **UNIT** the expression so far as the Purchaser herein is concerned and /or the unit intended to be purchased shall mean the unit as described in **SCHEDULE - II** and where the context so requires shall also mean other Smart Homes at **GreenTech City**.

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

The Owner/Developer shall sell and the Purchaser shall purchase the Smart Home as detailed in **SCHEDULE II** herein below subject to fulfillment of the terms and conditions.

Sevakeena Sinha. Jankar



ARTICLE 3. PAYMENT OF CONSIDERATION / SALE PRICE

- i. The Purchaser shall pay to the Owner/Developer the agreed consideration of Rs. 42,02,000/- (Rupees Forty Two Lacs Two Thousand 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 Owner/Developer 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 Owner/Developer) about the progress of the project shall be final and binding on the Purchaser and the Owner/Developer. The decision of the Architect with regard to the final measurement of the **SCHEDULE - II** 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 payable in favour of the Owner/Developer and shall be considered to have been received by the Owner/Developer only when the amount is credited in the account of the Owner/Developer.

ARTICLE 4. CANCELLATION

- i. Any delay or default on the part of the Purchaser to pay the amounts payable by him to the Owner/Developer under this Agreement on the due dates as stipulated, shall be construed as a breach committed by the Purchaser and in if the default continues for a period of 2(Two) months the Owner/Developer 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 30 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 Developer condones the delay the Purchaser will pay interest at the rate of 18% per annum for the period of delay on the amount delayed and also abide by the conditions stipulated by the Developer for such condonation.
- iv. The Owner/Developer 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 Owner/Developer to do so and, undertakes not to object to such adjustments made by the Owner/Developer.

Sonalika Sinha



- v. **Cancellation by Owner/Developer** : 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 Owner/Developer 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 Owner/Developer, the Owner/Developer shall be at liberty to cancel this agreement after adjusting (a) cancellation charges fixed at Rs 1,00,000/- (Rupees One Lakh) only (b) deduction of the overdue interest. (c) Sell the Schedule - II Unit to any other Purchaser without reference to the Purchaser herein on such terms and conditions as the Owner/Developer may deem fit. It being agreed that Owner / Developer 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 Owner/ Developer, providing better finish in the 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 Owner/Developer 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. 1,00,000/- (Rupees One Lakh) only and refund the balance (if any) to the Purchaser without interest (b) deduction of the overdue interest and (c) sell the Schedule - II Unit to any other purchaser without reference to the Purchaser on such terms and conditions as the Owner/Developer may deem fit. It being agreed that Owner/Developer 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 Owner/ Developer, providing better finish and /or any reasonable expenses or losses incurred in so doing will be deducted from the refunded amount.
- vii. The Owner/Developer 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 Owner/Developer 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 Developer shall be final and binding on the Purchaser and the Purchaser agrees to the same.

ARTICLE 5. CONSTRUCTION

- i. The Owner/Developer shall construct the Schedule - II 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 **GreenTech City** 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 Owner/Developer. Further, job conditions on the Project may require certain changes, deviations or omissions, or Owner/Developer may deem that certain changes, deviations, additions or omissions are necessary or are in the best interest of Smart Home Residency II and /or the Project. Any changes, additions, deviations or omissions recommended by the Owner/Developer, the Architect or governmental authorities at **GreenTech City** are hereby authorized by the Purchaser.

Devakana Sankar Jankar



ARTICLE 6. PARKING SPACE

- i. The Smart Home described in Schedule - II Unit shall have designated Parking Space on the Stilt Level. Such parking space may be Covered Type or Open Type. The Owner/Developer 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 unit and shall be heritable and transferable compulsorily with the 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 Parking Space
- iv. The Purchaser shall not be entitled to deal with the Parking Space independent of the 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 Unit has been handed over to the Purchaser by the Owner/Developer.
- 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 Unit-Purchaser shall be liable for proportionate payment of the same and shall indemnify the Owner/Developer with regard thereto.

**ARTICLE 7. DEVELOPMENT OF FURTHER ZONES AND PHASES
& INTEGRATION OF PROJECT**

- i. The Purchaser hereby agrees that the Owner/Developer shall have full and absolute right without any interference to develop the other Zones and /or Phases of **GreenTech City** on the adjacent land which may either be acquired by the Owner/Developer or suitable arrangements with regard thereto may be entered into by the Owner/Developer.
- ii. **Easement Right:** All Zones at **GreenTech City** irrespective of dwelling unit type and shall have common easement rights and all the Unit owners of the Blocks comprised in all the Zones and /or Phases of the Project shall have the right to use the approach road and other common areas and facilities Comprised the entire project, for which the Purchaser shall not raise any objection of whatsoever nature. The easements as available to the Purchaser is detailed and described in **SCHEDULE - V** hereunder below.

ARTICLE 8. THE CLUB

- i. The Owner/Developer proposes to provide a Club for the exclusive use of Purchasers of units at Smart Home Residency II and the Purchaser shall have the right to use the same in common with the purchaser of other unit at without claiming any share/ ownership/ title / interest therein. The Purchaser shall not have any right to use and enjoy the other club/s within the precincts of GreenTech City.

Sevalkene Simha. Jankar



- ii. **Club membership:** The membership of the Club shall be in the name of individual residents of Smart Home Residency II (i.e. no corporate membership). However, if the owner of a Unit is other than an individual, it will be required to nominate the occupier of such Unit, who, for all purposes, will be treated as the member of the Club. The Membership of the Club is compulsory for purchasers of Smart Homes only and Purchaser of other unit types at GreenTech City shall not be allowed to avail Membership of the said Club.
- iii. The Purchaser of Smart Homes shall become a member of the said Club and each member shall have the right of use the Club and its facilities on 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.
- iv. 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 before or after the Club is made operational. The Purchaser shall abide by the said rules and regulations.
- v. **Running of the Club:** The Club will be managed, operated and maintained by the Maintenance Company and/or by any other suitable arrangement as Owner/Developer may decide.
- vi. **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 Owner/Developer from time to time,
- vii. The facilities and amenities available at the club are detailed in **Part II of Schedule VII**. The Owner/Developer reserves the right to decide the amenities and facilities and/or the modifications thereto to be provided in the Club.

ARTICLE 9. HANDING OVER OF POSSESSION

- i. **Expected possession time:** Based on the present plans and estimations, the Owner/Developer endeavors to complete construction of the Schedule - II Unit and hand over possession thereof to the Purchaser within 24 months from the Effective Date. Provided that the Owner/Developer shall be entitled to reasonable extension of time for giving delivery of the Schedule - II Unit on the aforesaid date, if the Purchaser makes default in making payment and also if the completion of the Schedule - II 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 Developer 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 Unit until payments of Sale Price and other charges, expenses or deposits due to the Owner/Developer under this Agreement have been cleared in full, regardless of whether work in other Units and in common areas or facilities and amenities has been completed or not.



Sivalene S. Jankar

- iii. **Mode of giving possession:** The Owner/Developer shall serve upon the Purchaser a notice in writing ("**Possession Notice**") to take over possession of the Schedule - II 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 Owner/Developer 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 Unit within the Possession Period, the Purchaser shall be deemed to have taken possession on the 15th 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 Unit, will be deemed to be the Possession Date and shall be liable for all costs and outgoings in respect of the said 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 Unit and the Purchaser shall take possession of the Schedule - II Unit whenever the same is offered for possession by the Owner/Developer in accordance with this Agreement.
- vi. **Responsibilities:** On and from the Possession Date the Schedule - II Unit shall be at the sole risk and cost of the Purchaser and the Owner/Developer shall have no liability or concern thereof. The Purchaser shall become liable to pay the Maintenance charges as may be decided by the Owner /Developer in respect of the Schedule - II 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 Undivided Interest shall be paid and borne by the Purchaser proportionate to his interest therein and those relating only to the Schedule - II 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 **GreenTech City**.
- vii. **Holding Charges:** In case the Purchaser fails to take possession of the Schedule - II Unit within the Possession Period, the Purchaser shall be liable to pay to the Owner/Developer holding charges @ Rs 10,000/- (Rupees Ten Thousand) 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 Owner/Developer shall have the right to cancel this Agreement in the manner as detailed in Article 4. v. herein above.

The purchaser taking possession of the Smart Home 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 Owner/Developer herein the interest free deposits and non refundable additional payments as mentioned, explained, enumerated, provided and given at and under **SCHEDULE VI clause d)** hereunder written and/or given. The amounts of the additional payments and deposits shall be paid by the Purchaser/s herein 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 the payment/delayed payments shall entitle the Developer to terminate the Agreement at its discretion.

Sevabene Sankar . Sarkar



ARTICLE 11. REGISTRATION

- i. The Sale Deed for sale of the Schedule - II Unit will be executed and registered in favour of the Purchaser after the Schedule - II Unit has been constructed and all payments then due and payable by the Purchaser to the Owner/Developer stands paid by the Purchaser. The Owner/Developer 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 Unit shall be drafted by the Advocates of the Owner/Developer 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 Owner/Developer. No request for any changes whatsoever in the Sale Deed will be entertained by the Owner/Developer 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. Legal fees of the Schedule - II 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 Owner/Developer. The same shall be paid by the Purchaser within 90 days from the date of demand by the Owner/Developer 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 15000/- (Rupees Fifteen Thousand) only per month after the said 90 days as stated above.
- iv. **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 Owner/Developer 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 Purchasers of Units in the Project shall have only proportionate undivided variable and impartible interest in the land directly underneath the Schedule II 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 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 Owner/Developer 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 the block.
- iv. Installation costs, deposits and other charges to be paid by the Owner/Developer 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, community facilities etc., shall be borne and paid by the Purchaser proportionately as shall be assessed by the Owner/Developer. The



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Owner/Developer 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 the Schedule-II Smart Home.

- 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, upgradation, additions etc. the cost thereof shall be contributed by the Purchaser along with all the other owners of the Units on pro-rata basis as may be specified by the Maintenance Company. The Owner/Developer 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 Smart Home Residency II and /or any Phase of **GreenTech City** the Owner/Developer 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 the Smart Home and the Common Areas and facilities of **Smart Home Residency II** and /or 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 Owner/ Developer shall manage the maintenance operations and the Purchaser shall presently pay to the Owner/ Developer monthly maintenance charges on actual basis as be decided by the Owner/Developer. 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 may be decided by the Owner/Developer. **The Interest Free Security Deposit** shall be kept with the Owner/Developer 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 unit owners and/or cause disruption in the common services to be provided by the Maintenance Company to the other 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 unit purchased; (b)The Purchaser shall not be entitled to avail any maintenance services; (c) the Purchaser shall pay Interest @ 2% per annum. The Maintenance Company at its option may adjust the unpaid amount from the interest free security deposit.

Revelena Linde. Jankar



- 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 Owner/Developer and/or Holding Organization may have, the Owner/Developer and/or Holding Organization 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 claim partition over the said unit and/or the parking space or any portion thereof.
 - (b) Do any act deed or thing or obstruct the construction or completion of GreenTech City
 - (c) Throw dirt, rubbish or other refuse or permit the same to be thrown or at GreenTech City.
 - (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 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 GreenTech City.
 - (e) Fix or install air conditions in the said 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 or the block and /or the Smart Home/ 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 unit which in the opinion of the Owner/Developer differs from the colour scheme of GreenTech City.
 - (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 unit or any 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 units.
 - (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 the block or at any other place except the space allotted to it and shall use the pathways as would be directed by the Owner/Developer.
 - (i) Raise any objection whatsoever to the Owner/Developer dealing with all the unsold and open areas in the **Smart Home Residency II** in the manner as deemed fit and proper by the Owner/Developer subject to approval by the concerned authority.
 - (j) Use the Schedule - II 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 Units or for any illegal or immoral purposes. It being expressly agreed that the Developer shall have the right to use or permit to be used any other units or areas in the other Phases, or the Project for non-residential / other purposes.



Revakerna Singh Jankar

(k) Claim any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s / Other Phases and the Owner/Developer shall have the exclusive right to deal with the same.

(l) Raise any objection in any manner whatsoever or howsoever that the Owner/Developer shall be entitled to all future vertical/lateral expansion of the said block by way of additional construction or otherwise.

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 Owner/Developer with or without workmen to enter into said unit for the purpose of maintenance and repairs.

(b) Abide by such rules and regulations as may be made applicable by the Owner/Developer before the formation of the Holding Organization and after the holding organization is incorporated and/or formed to comply with and/or adhere to the rules and regulations of such holding organization.

(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 Owner/Developer.

(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 Owner/Developer.

(f) Inspect and satisfy about the workmanship and completion of the Unit in every respect before taking possession at the time of delivery of possession of the Unit and not to raise any objection against Developer on any ground whatsoever thereafter.

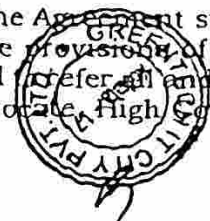
ARTICLE 15. TAXES

- 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 Unit and/or **Smart Home Residency II** the same shall be borne and paid by the Purchaser within 7 (seven) days of demand being made by the Owner/Developer without raising any objection thereto.
- iii. The Purchaser shall pay the proportionate rates, charges and fees till such time the Schedule - II 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 Units or the Owner/Developer 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,

Svelekesh L. Jankar



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 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.



Levane Linde. Jankar

SCHEDULE I

All that the piece and parcel of land forming a part and parcel of SMART HOME RESIDENCY II, measuring 630.3 Satak and lying and situate at L. R. Plot Nos. 90, 91, 110-129, 208, 209, 211, 222-226, 208/1232, within, Mouza - Bajetaraf, Police Station - Rajarhat under Chandpur Panchayet District Sub Registry Office at A.D.S.R. Bidhan Nagar (Salt Lake) District -North 24 Parganas, West Bengal.

**SCHEDULE II
(THE SMART HOME /UNIT UNDER SALE)**

ALL THAT THE Three Bedroom Flat being Unit No. C.5, on 5th Floor measuring 1300 square feet (super built up area) in Block No. 03 to comprise at or upon a piece and parcel of Land measuring 630.3 decimals AND With /Without the Right to park one car at the demarcated space on the space located in stilt level on the front side.

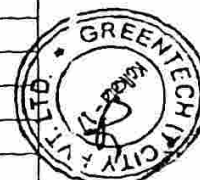
The specification of the subject dwelling Unit hereunder are more fully and particularly mentioned, described, explained, enumerated, provided and given at and under the **SCHEDULE IV** hereunder written and/or given **TOGETHER WITH** the undivided proportionate share or interest in the land lying directly underneath the Block wherein the said Smart Home is comprised and appurtenances thereto **AND TOGETHER WITH** the user right in the proportionate share in common parts portions areas and facilities to comprise in the Project land.

**SCHEDULE III
(SALE PRICE: PAYMENT SCHEDULE)**

1. Sale Price: Rs. 29,52,000/- (Rupees Thirty Nine Lacs Fifty Two Thousand Only) only Three Bedroom Flat being Unit No. C.5 on the 5th Floor measuring 1300 square feet (super built up area) in Block No. 03 (Plus service tax as applicable)
2. Sale price of One Open/Covered Car parking Space on the Stilt Level Rs. 2,50,000/- (Plus service tax as applicable)

Installment Payment Schedule*:

Particulars	Amount Payable against unit in our Central Bank of India, Camac Street Branch, Escrow A/c no. 3263293766
On Booking	Rs.1,00,000/- (Plus Service Tax)
On Allotment	20% of the deal value (Plus Service Tax) Less booking money
On Agreement	10% of the deal value (Plus Service Tax)
On Completion of Pilling	10% of the deal value (Plus Service Tax)
On Completion of Foundation	10% of the deal value (Plus Service Tax)
On Completion of 1 st Floor Casting	10% of the deal value (Plus Service Tax)
On Completion of 2 nd Floor Casting	10% of the deal value (Plus Service Tax)
On Completion of 3 rd Floor Casting	5% of the deal value (Plus Service Tax)
On Completion of 4 th Floor Casting	5% of the deal value (Plus Service Tax)
On Completion of 5 th Floor Casting	5% of the deal value (Plus Service Tax)
On Completion of Brick Work	5% of the deal value (Plus Service Tax)
On Completion of Flooring	5% of the deal value (Plus Service Tax)
On Possession	5% of the deal value (Plus Service Tax)
	100%



Sewa ke ra kanda.

SCHEDULE IV
(SPECIFICATIONS)
SPECIFICATION FOR SMART HOMES

Foundation	:	Pile foundation, raft with strip beams.
Super structure	:	R.C.C. Frame.
Wall - Internal	:	100 mm thick brick masonry.
External	:	200 mm / 250 mm thick brick masonry.
Doors	:	Quality timber frame with solid core - flush/ paneled shutter.
Windows	:	Quality UPVC/ Aluminum Sliding Windows.
Living/Dining/Bedroom	:	Porcelain / Vitrified tile flooring.
Kitchen	:	Floor - Ceramic tiles Counter - Granite with stainless steel sink Walls - Ceramic tiles 2 ft. high above counter top.
Toilets	:	Floor - Ceramic tiles Wall-Ceramic Tiles/ Glass Mosaic Tiles on dado Sanitary ware - Quality Chinaware and Chromium plated fixtures.
Electricals	:	Concealed copper wiring with modular switches. Provisions in appropriate locations lights and fans, telephone, TV, AC, Exhaust and geyser.
Interior finish	:	Plaster of Paris over plastered walls.
Exterior finish	:	Textured Paint over plastered walls.



Sheelendra Sinha. Jankar

SCHEDULE V**(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 Unit and the Parking Space in good tenantable state and condition and in the same manner in which the same shall have been delivered to the concerned Unit-Purchaser by the Owner/Developer.
- 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 Developer.
- c) **INGRESS EGRESS:** For the purpose of ingress and egress, all of the 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 Unit-Purchaser (including the Developer) shall be entitled to the following easements and rights and similarly be subject to similar easements and rights of the other Unit-Purchasers as also the Developer.
- e) Easements quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to 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 Developer and/or other Unit-Purchasers 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 Unit Provided Always and it is hereby declared and clarified that nothing herein contained shall permit the 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 Developer and the other Unit-Purchasers 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 right of protecting of the Unit by and from all parts of the block as far as they are normally protected.
- i) The requirement & right of flow in common as aforesaid of electricity water and waste or soil from and to the Unit through pipes drains wires and conduits lying or being in under thorough or over the other parts of the Project / Block (as applicable) so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Unit.

Surbana Singh Jankar



- J) The right with or without workmen and necessary materials to enter from time to time upon the other parts of the Project/Block (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 Project/ Block (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.

SCHEDULE VI
EXTRAS AND DEPOSITS

- a) Infrastructure & Development charges
b) Electricity
c) Generator installation charges

Amount payable towards a), b) and c) Calculated @Rs. 150/- per sq. ft of the super built area of the Smart Home being an amount of Rs. 1,95,000/- (Rupees One Lac Ninety Five Thousand Only) only. (plus service tax as applicable).

- d) For Securing Maintenance Charges (per Unit) Rs 30/- (Rupees Thirty) per sq ft of the super built area of the SMART HOME intended to be purchased.

SCHEDULE VII
CLUB FACILITIES :

PART I

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

PART II

- a) Gymnasium.
b) Community Hall.
c) Swimming Pool with Changing Rooms Children Play Area and Games Rooms.
d) Outdoor Playing Fields.

SCHEDULE VIII
BASIC COMMON FACILITIES

BASIC FACILITIES:

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

EXTENDED FACILITY:

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



Devakanta Sinha, Jankar

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE FIRST ABOVE WRITTEN.

WITNESS:

SIGNED SEALED AND DELIVERED
By the DEVELOPER at Kolkata in the
Presence of:

Ruchika Gupta.
P-59, C.D.T Road.
Kol-14.

For GreenTech City Pvt. Ltd.



(Director/Authorised Signatory)

SIGNED SEALED AND DELIVERED
By the BUYER at Kolkata in the
Presence of:

Faruk Bewalene A. M. S.

PURCHASER

RECEIVED from the within-named Purchaser/s herein the within mentioned sum of
 Rs. 8,03,999/- (Rupees Eight Lacs Three Thousand
 Nine Hundred Ninety Nine 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.	23/3/14	763017 (Part)	Yes Bank.	1,00,000/-
2.	9/11/14	263666 (Part)	S B H	1,85,036/-
3.	9/11/14	757887 (Part)	Indus Ind Bank	54,321/-
4.	9/11/14	033463 (Part)	HSBC Bank.	1,21,253/-
5.	9/11/14	720726 (Part)	EBI.	1,55,204/-
6.	9/11/14	705710 (Part)	Indus Ind Bank	1,88,185/-
Total				8,03,999/-

For GreenTech IT City Pvt. Ltd.


 (Director / Authorised Signatory)

Sevakere Linde. Jankar

Date: 1.03.2014

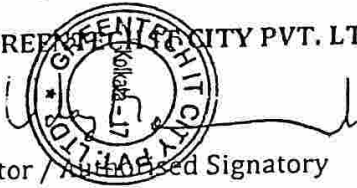
TO WHOMSOEVER IT MAY CONCERN

This is to inform you that 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.

Thanking You,

For GREENTECH CITY PVT. LTD.

Director / Authorized Signatory



GREENTECH IT CITY PVT. LTD.

1/1B, Upper Wood Street, Kolkata 700017, India

Phone: + 91 33 6622 8800 | Fax: +91 33 2287 1311 | E-mail: marketing@greentechcity.in | Website www.greentechcity.in

(FORMERLY VEDIC DIAMOND IT-LINKS PVT. LTD.)

DATED THIS 14th DAY OF March, 2015

BETWEEN

M/S. GREENTECH IT CITY PVT. LTD.

- OWNER / DEVELOPER-

AND

~~Mr./Mrs./Miss/M/s.~~ Mrs. Devaleena Alpha. and others

- PURCHASER -

AGREEMENT FOR SALE OF
RESIDENTIAL FLAT BEING UNIT NO. CS
ON 5th FLOOR,
BLOCK - 08;

**AT GREENTECH CITY - SMART HOMES
RESIDENCY II**

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