

**THIS SALE AGREEMENT** is made this day of 2018

**BETWEEN**

**1.MANGALBELA REAL ESTATES PRIVATE LIMITED** (having Income Tax Permanent Account no. AAHCM8777E);

**2. ROSELIFE CONSTRUCTIONS PRIVATE LIMITED** (having Income Tax Permanent Account no. AAGCR3646C) ;

**3.LIVEWIRE INFRABUILD PRIVATE LIMITED** (having Income Tax Permanent Account no. AACCL4627P);

**4. SOUMY PROJECTS PRIVATE LIMITED** (having Income Tax Permanent Account no. AASCS9595B) ;

**5.DAILYVIEW PROJECTS PRIVATE LIMITED** (having Income Tax Permanent Account no. AAECD6160B);

6. **FORWARD INFRABUILD PRIVATE LIMITED** (having Income Tax Permanent Account no. AACCF1716F);
7. **PARMARTH PROPERTIES PRIVATE LIMITED** (having Income Tax Permanent Account no. AAHCP1202B);
8. **WILLPOWER REALTIES PRIVATE LIMITED** (having Income Tax Permanent Account no. AABCW3732H);
9. **AANIYA INFRATECH PRIVATE LIMITED** (having Income Tax Permanent Account no. AALCA5339E);
10. **KAILASHDHAM INFRATECH PRIVATE LIMITED** (having Income Tax Permanent Account no. AAFCK1295B);
11. **DHANASETH NIRMAN PRIVATE LIMITED** (having Income Tax Permanent Account no. AAECD6159L);
12. **OVERSURE INFRATECH PRIVATE LIMITED** (having Income Tax Permanent Account no. AABCO8229R);
13. **GOPIKA INFRATECH PRIVATE LIMITED** (having Income Tax Permanent Account no. AAFCG1523Q);
14. **SAMEEKSHA CONSTRUCTIONS PRIVATE LIMITED** (having Income Tax Permanent Account no. AASCS9593H) ;
15. **LINKLIFE REALTIES PRIVATE LIMITED** (having Income Tax Permanent Account no. AACCL4628C);
16. **JHILMIL APPARTMENT PRIVATE LIMITED** (having Income Tax Permanent Account no. AADCJ0805A) ;
17. **MANGALNAYAK REALTIES PRIVATE LIMITED** (having Income Tax Permanent Account no. AAICM5607L);
18. **FUTUREGROW PROPERTIES PRIVATE LIMITED** (having Income Tax Permanent Account no. AACCF1798B);

19. **ANSUYA PROPERTIES PRIVATE LIMITED** (having Income Tax Permanent Account no. AALCA5116F);
20. **KAILASHDHAM REALTORS PRIVATE LIMITED** (having Income Tax Permanent Account no. AAFCK1371G);
21. **KALASHSIDHI REALCON PRIVATE LIMITED** (having Income Tax Permanent Account no. AAFCK1370H);
22. **DHANKAMAL PROJECTS PRIVATE LIMITED** (having Income Tax Permanent Account no. AAECD6232C);
23. **BLUESNOW INFRATECH PRIVATE LIMITED** (having Income Tax Permanent Account no. AAFCB4606F);
24. **AKSHARVANI NIRMAN PRIVATE LIMITED** (having Income Tax Permanent Account no. AALCA5750D);
25. **SPLASH PROJECTS PRIVATE LIMITED** (having Income Tax Permanent Account no. AASCS9597D);
26. **MUCHMORE REALTIES PRIVATE LIMITED** (having Income Tax Permanent Account no. AAICM5682K);
27. **SHIVPARIWAR INFRATECH PRIVATE LIMITED** (having Income Tax Permanent Account no. AASCS9598N);
28. **DAILYVIEW PROPERTIES PRIVATE LIMITED** (having Income Tax Permanent Account no. AAECD6158M);
29. **ANIRON CONSTRUCTION PRIVATE LIMITED** (having Income Tax Permanent Account no. AALCA5628G);
30. **RATANSIDHI PROJECTS PRIVATE LIMITED** (having Income Tax Permanent Account no. AAGCR3645B);
31. **VINAMRA NIRMAN PRIVATE LIMITED** (having Income Tax Permanent Account no. AAECV4185E);

32. **RUDRAKASH INFRABUILD PRIVATE LIMITED** (having Income Tax Permanent Account no. AAGCR3647D);

33. **FUTUREGROW CONSTRUCTIONS PRIVATE LIMITED** (having Income Tax Permanent Account no. AACCF1715G);

all being comprises incorporated under the Companies Act, 1956 and all having their respective registered offices at 131 Park Street, P S Park Street, Kolkata-700017 and represented by their common authorized signatory Sri Tarkeshwar Upadhyay (PAN No. ABSPU0875A) son of Late Awadh Behari Upadhyay of 4 taltala Lane, entally, Kolkata 700014 P.S. – Entally, hereinafter referred to as “the VENDORS” (which expression shall unless repugnant to the context mean and include their respective successors, representatives and assigns) of the ONE PART

AND

.....(having Income Tax PAN No.....) son of .....AND

.....(having Income Tax PAN No.....) wife of .....

**BOTH** residing at ..... hereinafter referred collectively to as the “PURCHASER” (which expression shall unless repugnant to the context mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the OTHER PART

#### DEFINITIONS :

In this Agreement the following expressions unless repugnant to the context shall have the meaning assigned thereto :

I. “First Phase Owners” means Jasmine Commotrade Private Limited and its twenty associates who jointly own the First Phase Land.

II. “the said Land” means ALL THAT pieces or parcels of land measuring 297 decimals more or less and comprised in L.R. Dag nos. 507, 510, 511, 512, 513, 514, 518, 519, 521, 522, 523, 524, 527, 528, 529, 530, 531, 532 and 585, J.L No.71, Mouja - Jagaddal, Holding no.1499, Dwarir Road, P S Sonarpur, South 24-Parganas under RajpurSonarpur Municipality and more fully described in the First Schedule hereunder.

III. “First Phase Land” means ALL THAT pieces or parcels of land measuring 279 decimals more or less and comprised in L.R. Dag nos.505, 506, 582, 583, 584, 586, 587, 588, 589 and 590 L.R. Khatian No. 2853/1, 2854/1, 2855/1, 2856/1,

2857/1, 2858 to 2872 and 3031 J.L No.71, Mouja- Jagaddal, Holding no.456, Dwarir Road, P S Sonarpur South 24-Parganas under Rajpur Sonarpur Municipality.

IV. "Additional Land" means any further or additional land adjacent to the said Land or the First Phase Land which the Vendors or the First Phase Owners may acquire for extension of the Building Complex on the Additional Land.

V. "the Entire Land" means the said Land described in the First Schedule hereunder together with the First Phase Land and the Additional Land, if any.

VI. "Building Complex" means the building complex known as "Atri Green Valley" presently comprising of seventeen blocks of buildings and being constructed and developed on the Entire Land and shall include the buildings and other structures that may be constructed on the Additional Land.

VII. "First Phase" means that part of the Building Complex which is being constructed by the First Phase Owners on the First Phase Land.

VIII. "Second Phase" means that part of the Building Complex which is being constructed by the Vendors on the said Land.

IX. "the Building" means the building block comprised in the Building Complex wherein the Flat is located.

X. "the Plinth Land" means that portion of the said Land over which the Building is being or has been constructed.

XI. "the Flat" means the residential flat in the Building Complex agreed to be purchased and/or acquired by the Purchaser and more fully described in Part I of the Second Schedule hereunder.

XII. "the Parking Space" means the open/covered space at the ground level of the Building Complex and reserved for the Purchaser for parking a car/scooter and more fully described in Part II of the Second Schedule hereunder.

XIII. "the Unit" means the Flat described in the Part I of the Second Schedule hereunder together with the Parking Space if any described in the Part II of the Second Schedule.

XIV. "Purchase Consideration" means the price and/or consideration payable by the Purchaser to the Vendors for purchasing the Unit and stated in Article 1.1 hereunder.

XV. "Principal Maintenance Agreement" means the Agreement dated 16<sup>th</sup> April 2015 entered into by and between the First Phase Owners and the Vendors for maintenance of the Building Complex by the Maintenance Agent.

XVI. "Maintenance Agent" means Jasmine Commotrade Private Limited being the lead First Phase Owner or such other person or agency or association as may be formed or appointed by the Maintenance Agent for providing maintenance services in the Building Complex.

XVII. "Maintenance Services" means the services to be rendered or provided by the Maintenance Agent or the Association as the case may be for maintenance of the Common Areas and Installations as well as Facilities and Amenities in the Building Complex enumerated in the Fourth Schedule hereunder.

XVIII. "MACD" means mandatory additional costs and deposits more fully stated in the Sixth Schedule hereunder and shall be payable by the Purchaser to the Lead Vendor in the manner stated therein.

XIX. "Co-owners" or "Co-purchasers" means the owners or purchasers of other flats in the Building Complex.

XX. "Common Areas and Installations" means entrance, passages, driveways, staircase, roof, lift, common lavatory, electric meter room, pump room, reservoir, overhead water tank, water pump, motor, water connection, drainage connection etc. comprised in the Building Complex meant for common use and enjoyment by the Purchaser along with the Co-owners and more fully described in the Part I of the Fourth Schedule hereunder.

XXI. "Facilities and Amenities" means the facilities and amenities other than the Common Areas and Installations to be provided in the Building Complex which shall be enjoyed by the Purchaser along with the Co-owners and more fully described in the Part II of the Fourth Schedule hereunder.

XXII. "Common Easements" means the easements, quasi-easements, rights, privileges and appurtenances required for reasonable enjoyment of the flat or any other Flat comprised in the Building Complex and includes the reciprocal easements, quasi easements, obligations and duties of the like nature between the Purchaser and the Co-owners.

XXIII. "Common Expenses" means all costs, charges and expenses required for upkeep and maintenance of all the Common Areas and Installations, Common Easements and Common Services of the Building Complex and more fully described in the Seventh Schedule hereunder.

XXIV. "the Built up Area" means the covered area measured at the floor level in a flat taking the external dimensions of the flat including the covered area of balconies / verandahs. Provided however in case of the walls separating one flat from the other 50% of such wall area shall be taken into account.

XXV. "Proportionate Share" means the proportion in which the Super Built up Area of the Flat bears to the total Super Built up Area of all the flats in the Building Complex.

XXVI. "the Super Built Area of the Flat" means the Built up Area of the Flat together with the proportionate share in the areas covered by the Common Areas and Installations and the Facilities and Amenities.

XXVII. "Undivided Share in the Land" means undivided and impartible share in the Plinth Land in the proportion in which Super Built up Area of the Flat bears to the total Super Built Area of all the flats in the Building.

XXVIII. "Proportionate Expenses" means the Proportionate Share of the Common Expenses.

XXIX. "Architect" means M/s.RajAgarwal& Associates or such other person or persons whom the Lead Vendor may appoint from time to time as the architect of the Second Phase of the Building Complex.

XXX. "the Plans" means the plans, elevations, designs, drawings and specifications of various buildings comprised in the Building Complex as prepared by the Architect and includes subsequent alteration or modification, if any.

XXXI. "the Commencement Date" means the date of this Agreement.

XXXII. "Possession Date" means the date on which the Purchaser is deemed to have or has taken possession of the Unit as stated in Articles 4.4 and 4.5 hereinafter.

XXXIII. "Registration Date" means the date of presentation of the Sale Deed of the Unit for registration before the Registration authority.

XXXIV. "Association" means association, society or company that shall be formed by the Maintenance Agent for upkeep and maintenance of the Common Areas and Installations and for providing Common Services and shall mean the Lead Vendor until formation of such Association.

XXXV. Any singular expression used herein shall include plural and vice versa.

XXXVI. Words importing masculine gender includes neutral or feminine gender and vice versa.

XXXVII. Reference to any statute include all amendments or reenactments of such statute and all rules and regulations framed thereunder.

## **WHEREAS**

A.By a Sale Deed dated 24 July 2013 and duly registered in the office of the Additional District Sub Registrar Sonarpur and being Deed no. 9115 for the year 2013 the Vendors purchased and acquired land measuring 21 decimals comprised in Touji no.15, J L no.71, Landlord L R Khatian no. 72 in MoujaJagaddal, P S Sonarpur within Rajpur-Sonarpur Municipality in the District of South 24-Parganas and comprised in the undermentioned R S Dag/L R Dag from SambhuNathGhosh and six others :

| Sl. no. | R S Dag | L R Dag | Area in decimals |
|---------|---------|---------|------------------|
| 1.      | 504     | 518     | 7                |
| 2.      | 569     | 585     | 14               |
|         |         | TOTAL   | 21               |

B. By another Sale Deed also dated 24 July 2013 and duly registered in the office of the Additional District Sub Registrar Sonarpur and being Deed no.9116 for the year 2013 the Vendors purchased and acquired land measuring 182 decimals comprised in Touji no. 15, J L no. 71, Landlord L R Khatian no. 72 in MoujaJagaddal, P S Sonarpur within Rajpur-Sonarpur Municipality in the District of South 24-Parganas and comprised in the undermentioned R S Dag/L R Dag from AmarendraNathGhosh.

| Sl. no. | R S Dag | L R Dag | Area in decimals |
|---------|---------|---------|------------------|
| 1       | 493     | 507     | 18               |
| 2       | 497     | 511     | 20               |
| 3       | 498     | 512     | 8                |
| 4       | 500     | 514     | 9                |
| 5       | 504     | 518     | 14               |
| 6       | 509     | 523     | 4                |
| 7       | 510     | 524     | 12               |
| 8       | 512     | 527     | 14               |
| 9       | 513     | 528     | 29               |
| 10      | 514     | 529     | 12               |
| 11      | 516     | 531     | 24               |
| 12      | 499     | 513     | 2                |
| 13      | 509     | 523     | 2.00             |
| 14      | 510     | 524     | 6                |
| 15.     | 517     | 532     | 8                |
|         |         | Total   | 182              |



C. By another Sale Deed also dated 24 July 2013 and duly registered in the office of the Additional District Sub Registrar Sonarpur and being Deed no. 9117 for the year 2013 the Vendors purchased and acquired land measuring 47 decimals comprised in Touji no.15, J L no. 71, Landlord L R Khatian no. 72 in MoujaJagaddal, P S Sonarpur within Rajpur-Sonarpur Municipality in the District of South 24-Parganas and comprised in the undermentioned R S Dag/L R Dag from Ashok Kumar Ghosh.

| Sl. no. | R S Dag | L R Dag | Area in decimals |
|---------|---------|---------|------------------|
| 1.      | 496     | 510     | 28               |
| 2.      | 505     | 519     | 12               |
| 3.      | 507     | 521     | 2                |
| 4.      | 508     | 522     | 2                |
| 5.      | 515     | 530     | 3                |
|         |         | TOTAL   | 47 decimals      |

D. By another Sale Deed also dated 24 July 2013 and duly registered in the office of the Additional District Sub Registrar Sonarpur and being Deed no. 9118 for the year 2013 the Vendors purchased and acquired land measuring 47 decimals comprised in Touji no.15, J L no. 71, Landlord L R Khatian no. 72 in MoujaJagaddal, P S Sonarpur within Rajpur-Sonarpur Municipality in the District of South 24-Parganas and comprised in the undermentioned R S Dag/L R Dag from Swqapan Kumar Ghosh.

| Sl.no. | R S Dag | L R Dag | Area in decimals |
|--------|---------|---------|------------------|
| 1.     | 496     | 510     | 28               |
| 2.     | 505     | 519     | 12               |
| 3.     | 507     | 521     | 2                |
| 4.     | 508     | 522     | 2                |
| 5.     | 515     | 530     | 3                |
|        |         | TOTAL   | 47 decimals      |

E. By reason of abovementioned purchases, the Vendors became joint owners of the said Land measuring 297 decimals in MoujaJagaddal, South 24-Parganas

under Rajpur-Sonarapur Municipality and more fully described in the First Schedule hereunder.

F. The Vendors have got the said Land mutated in their name in the LR Record of Rights and converted the user of the said Land to Bastu (Commercial) under Section 4C of the West Bengal Land Reforms Act, 1955.

G. The remaining Vendors for convenience have duly authorized MangalBela Real Estates Pvt. Ltd., the first Vendor to represent them in all matters relating to development, construction and marketing of the Second Phase of the Building Complex accordingly the first Vendor shall be the Lead Vendor and the remaining Vendors shall be bound by all acts of the Lead Vendor.

H. By a Building Plan Sanction no. **184/REV/CB/25/02** dated **01<sup>st</sup> November 2017** Rajpur Sonarapur Municipality sanctioned the Plan and the Lead Vendor commenced construction of the Second Phase of the Building Complex on the said Land.

I. The Building Complex consists of First Phase and Second Phase and comprised of several building blocks and each building block in turn contains several flats. The Building Complex also contains several parking spaces.

J. For providing maintenance services in the Building Complex, the First Phase Owners and the Vendors have entered into the Principal Maintenance Agreement and under the Principal Maintenance Agreement, Jasmine Commtrade Private limited has been appointed as the Maintenance Agent and the Maintenance Services in the Building Complex including the Second Phase of the Building Complex shall be provided by the Maintenance Agent.

k. We have availed Construction finance from LIC Housing Finance Limited for the said project, therefore all the receivables from the customers will be deposited to Escrow Account number 06930350000136 maintained with HDFC Bank, Park Street (Chowranghee) Branch , Kolkata .

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

### **ARTICLE 1.0 : PURCHASE COVENANTS**

1.1. The Purchaser hereby agrees to purchase and acquire and the Vendors agree to sell ALL THAT Flat being residential **Flat no.** ..... having Super Built up Area of ..... more or less on .....**Floor** of the Building in **Block** ..... as per Sanction Plan (**Block .....as per brochure**) in the Building Complex more fully described in Part I of the Second Schedule hereunder together with undivided share and/or interest in the Plinth Land at the rate of **Rs.....(Rupees .....)** **only** per square feet of Super Built up Area at a Purchase Consideration of **Rs..... (Rupees .....)****only** and the Parking Space as described in Part II of the Third Schedule hereunder at and for a Purchase

Consideration of Rs..... (Rupees .....)**only**  
 aggregating to Rs..... (Rupees .....) **only.**

1.2. The Vendors shall construct the Building Complex with standard building materials and the Flat in accordance with the specifications stated in the Third Schedule hereunder.

1.3. The Building Complex shall contain the Common Areas and Installations specified in the Part I and the Facilities and Amenities as specified in the Part II of the Fourth Schedule hereunder and the Purchaser shall enjoy the same along with the Co-owners but subject to payment of the Common Expenses stated in the Seventh Schedule hereunder.

1.4. The Purchaser shall be entitled to standard Common Easements in the Building Complex subject to the reciprocal easement rights of the Co-owners.

1.5. The Purchase Consideration of the Flat stated in Article 1.1 hereinabove is based on the Super Built Area of the Flat as mentioned in Part I of the Second Schedule hereunder. The area of the Flat shall be measured by the Architect upon completion of construction of the Flat and the certificate issued by the Architect stating the area of the Flat shall be final and binding upon the Purchaser and the final consideration payable by the Purchaser shall be determined on the basis of such certificate. In the event the area of the Flat is found to be in excess then the Purchaser shall be liable to pay for such excess area and in the event the area of the Flat is less then the total consideration payable by the Purchaser shall stand reduced accordingly.

1.6. Besides the Purchase Consideration stated in Article 1.1. above, the Purchaser shall pay the Mandatory Additional Costs and Deposits defined herein as "MACD" and specified in the Sixth Schedule hereunder on the date and in the manner stated therein.

1.7. The undivided interest of the Purchaser in the Plinth Land shall be impartible.

1.8. The Purchaser upon purchase of a Parking Space shall have a perpetual right to park a car or scooter as the case may be in the Parking Space but such right shall not confer any ownership right upon the Purchaser in the said Land or the plinth Land.

1.9. The Purchaser shall not sell, transfer or encumber the Parking Space independent of the Flat in favour of any person other than the Co-owner. It is made clear that the Purchaser shall have a right to sell, transfer or encumber the parking Space along with the Flat to any person who is not a Co-owner.

## **ARTICLE 2.0 : PAYMENT**

2.1. All payments required to be made by the Purchaser to the Vendors under this Agreement shall be made to the Lead Vendor or the First Vendor i.e. "Mangalbela Real Estates Private Limited".

2.2. The Purchaser shall pay the Purchase Consideration stated in Articles 1.1 hereinabove to the Lead Vendor in accordance with the payment schedule specified in the Fifth Schedule hereunder.

2.3. The Purchaser shall pay MACD as stated in the Article 1.5 hereinabove to the Lead Vendor in the manner stated in the Sixth Schedule hereunder.

2.4. All such payments (except Legal Charges) shall be made by the Purchaser by a Bank Draft and/or a local cheque issued in the name of the Lead Vendor and shall be valid and proper discharge of the amounts payable to the other Vendors as well. The Vendors may accept an outstation cheque subject to the condition that the Purchaser shall pay all bank charges for the same on actuals. If for any reason a cheque is dishonoured then the Purchaser shall be liable to pay bank charges as per actuals besides interest and other consequences as hereinafter stated.

2.5. The Purchaser shall be liable and obliged to make payment of all installments in accordance with the payment schedule specified in the Fifth Schedule hereunder irrespective of any formal demand by the Vendors or the Lead Vendor.

2.6. Any amount paid by the Purchaser to the Lead Vendor in terms of this Agreement shall not carry any interest against the Lead Vendor or the Vendors.

2.7. It is clearly agreed and understood by and between the Purchaser and the Vendors that timely payment of all installments by the Purchaser is essential for completion of the Building Complex in time and as such notwithstanding anything contained herein time is the essence of the contract relating to payment of the Purchase Consideration payable by the Purchaser in accordance with the said payment schedule as well as MACD.

2.8. If the Purchaser fails to make payment in accordance with the said payment schedule then the Purchaser shall be liable to pay interest and / or suffer other consequences as mentioned in Article 5.0 hereunder.

### **ARTICLE 3.0 : CONSTRUCTION**

3.1. The Lead Vendor shall construct the Building Complex in accordance with the Plan or any alteration or modification thereof.

3.2. The Lead Vendor shall complete construction of the Building including the Flat by **June 2019** subject to force majeure circumstances and subject to the Purchaser performing all his obligations under this Agreement and making payment of the Purchase Consideration in accordance with the agreed payment Schedule set out in the Fifth Schedule hereunder. Force majeure circumstances shall include a) non-

availability of steel or cement or other building materials by reason of any control order of the Government or any authority; b) any act of God; c) any notice, order rules or notification of the Government or any other public authority; d) delay in the grant of the Building occupation Certificate, water sewerage connections or electric or cable connections or any other permission or sanction by the Government or the Municipal Corporation or any other local bodies; e) any delay in obtaining the delivery of the lifts; f) strike by the labour and/or workers and other labour problems; g) any other circumstances beyond the control of the Lead Vendor.

3.3. Subject to the Article 3.2 hereinabove the maximum liability of the Vendors shall be restricted to a sum calculated at the rate of Rs. 2/- Sq.Ft .per monthof the total amount paid by the Purchaser to the Lead Vendor upto the proposed date of completion of construction of the Flat.

3.4. The Purchaser shall not be entitled to claim deduction or abatement in the amount of the agreed consideration on the ground that the construction of the Flat has not been made as per the agreed specification or elevation or design or layout or that the building materials used in the completion of the construction of the Building and/or the Flat is of inferior quality or on any other ground whatsoever.

3.5. The Architect shall have the absolute authority to ascertain and determine as to the quality and specification of the materials to be used in construction of the Building Complex and/or the Flat and the Purchaser hereby consents to the same.

3.6. The Purchaser shall not raise or cause to be raised any objection of whatsoever nature in the matter of completion of construction of the Building Complex either on the ground of disturbance or annoyance or on any other ground whatsoever.

#### **ARTICLE 4.0 : POSSESSION**

4.1. The possession of the Flat and the Parking Space if any, (hereinafter referred to as "the said Unit") shall be given by the Lead Vendor to the Purchaser after the Unit is ready for occupation and in this regard the completion certificate issued by the Architect shall be final, conclusive and binding on the Purchaser.

4.2. No sooner construction of the said Unit is completed the Lead Vendor shall send a notice to the Purchaser calling upon the Purchaser to pay entire balance Purchase Consideration along with interest, if any, and the amounts payable on the Possession Date under MACD. Such notice shall be given by the Lead Vendor to the Purchaser either personally or by registered post with acknowledgement due or by speed post with acknowledgement due at the address of the Purchaser hereinabove mentioned or to such other address as may be intimated by the Purchaser in writing to the Lead Vendor and such notice if sent by post shall be deemed to have been received by the Purchaser upon expiration of 48 hours from the time of posting.

4.3. The Purchaser shall be bound and obliged to pay to the Lead Vendor the sum of money specified in such notice within fifteen days from the date of receipt or deemed receipt of such notice and obtain possession of the said Unit.

4.4. Immediately upon expiry of fifteen days from the date of receipt or deemed receipt of such notice the Purchaser shall be deemed to have taken possession of the said Unit irrespective of the fact whether the Purchaser has taken actual and physical possession of the said Unit or not.

4.5. The date on which the Purchaser takes actual and physical possession of the said Unit or the date on which the Purchaser is deemed to have taken possession of the said Unit is referred to as the Possession Date in this Agreement.

4.6. The amount payable by the Purchaser and further interest under such notice shall have first and paramount charge over the said Unit.

4.7. It is hereby expressly made clear that the Lead Vendor shall not be liable to deliver actual and physical possession of the said Unit until such time the Purchaser has made full payment of all the amounts agreed to be paid by him to the Lead Vendor under this Agreement and until such time the Purchaser has complied with and fulfilled all other terms and conditions on the part of the Purchaser to be performed and fulfilled.

4.8. The Lead Vendor shall not be liable for any damages for delay in completion of the construction of the said Unit caused by the force majeure circumstances and/or for the reasons beyond the control of the Lead Vendor.

4.9. On and from the Possession Date the Purchaser shall be deemed to be the beneficial Owner of the said Unit and shall be liable to pay municipal taxes, maintenance charges and all other charges payable in respect of the said Unit.

#### **ARTICLE 5.0 : BREACH / DEFAULT/TERMINATION**

5.1. If the Purchaser fails to pay any part or portion of the Purchase Consideration or MACD within the due date then the Purchaser shall be deemed to be in default / breach from the due date of such payment. In such event the Purchaser shall be liable and obliged to pay to the Lead Vendor interest at the rate of 2% per month from the due date upto the date of payment.

5.2. If such default continues for a period of three months then the Lead Vendor without prejudice to its rights to claim interest shall be at liberty to serve a notice upon the Purchaser calling upon the Purchaser to remedy such breach or default within a period of 15 days from the date of receipt or deemed receipt of such notice.

5.3. If in spite of such notice, the Purchaser fails to remedy such breach / default then notwithstanding anything contained in this Agreement, the Lead Vendor at its sole discretion shall be at liberty to terminate this Agreement.

#### 5.4. Upon such termination

- [a] all claims of the Purchaser over the said Unit shall stand extinguished and the Vendors / Lead Vendor shall be at liberty to deal with the said Unit and sell and transfer the same to any other person ;
- [b] The Vendors shall forfeit a sum of Rs 1,00,000/- (One Lac only) towards reimbursement of the administrative and other costs and expenses and the Vendors shall be obliged to refund only the balance amount, if any to the Purchaser; and
- [c] The Vendors / Lead Vendor shall be obliged to refund such amount to the Purchaser upon the Purchaser returning or surrendering the original of this Agreement to the Lead Vendor. If the original Agreement is lost then the Purchaser shall be entitled to such refund upon the Purchaser affirming an affidavit explaining non availability of the original Agreement and furnishing an indemnity to the satisfaction of the Lead Vendor.

5.5. The Purchaser shall also be at liberty to cancel or terminate this Agreement at any time without assigning any reason but prior to issuance of the notice for possession by the Developer as stated in Article 4.2 above subject to the condition that upon such termination the Vendors shall forfeit a sum of Rs 1,00,000/- (One Lac only) against the Purchase consideration received by them and the Vendors shall refund the balance purchase consideration paid by the Purchaser upon the Purchaser surrendering or returning the original of this Agreement to the Developer. The procedure prescribed in the Article 5.4(c) shall apply if the original of this Agreement is lost.

5.6. Upon termination of this Agreement, under any circumstances whatsoever, the Purchaser shall not be entitled to refund of any amount paid by him towards Legal Charges.

#### **ARTICLE 6.0 : USER OF THE SAID UNIT**

6.1. The Purchaser shall use the said Unit only for residential purposes and not for any commercial purpose.

6.2. The Purchaser shall not store any goods of hazardous or combustible nature or goods which are too heavy and which may affect the construction or structure of the Building.

6.3. The Purchaser shall not demolish, puncture, cut grooves, tamper with or reduce the width of any R.C.C. structure namely, columns, beams or slabs or the load bearing walls in any manner.

6.4. The Purchaser shall have no right to construct or raise any mezzanine or additional floor in the said Unit.

6.5. The Purchaser shall make payment of the Proportionate Share of the Common Expenses stated in the Seventh Schedule hereunder to the Lead Vendor / Association.

6.6. The Purchaser shall observe all the negative covenants mentioned in the Eighth Schedule hereunder in connection with use and enjoyment of the said Unit.

6.7. The Purchaser shall also comply with and perform all the covenants and stipulations contained and/or provided in the Eighth Schedule hereunder.

6.8. The Purchaser shall also observe all the Rules and Regulations that may be framed or laid down by the Lead Vendor and/or the Association with regard to use and enjoyment of the said Unit.

#### **ARTICLE 7.0 : MAINTENANCE OF THE BUILDING COMPLEX**

7.1. The maintenance of the Building Complex shall include maintenance of the Common Areas and Installations as well as the Facilities and Amenities in the Building Complex and all items enumerated under the Fourth Schedule hereunder.

7.2. The Building Complex shall be maintained by the Maintenance Agent or the Association, as the case may be. The Maintenance Agent or the Association shall provide Maintenance Services in the Building Complex and the Purchaser shall be obliged to pay proportionate Common Expenses to the Maintenance Agent or the Association, as the case may be, for rendition of the Maintenance Services.

7.3. After expiry of atleast one year from the date of completion of construction of the Building Complex on the said Land the Maintenance Agent shall form the Association for maintenance of the Common Areas and Installations and the Facilities and Amenities described with Fourth Schedule hereunder All the purchasers of the flats/units in the Building Complex shall become or be deemed to be the members of the Association.

7.4. Upon the Vendors of the First Phase Owners making additional constructions in exercise of their rights as stated in Articles 8.1 and 8.2 hereunder, the purchasers of such additional flats/units shall also be unconditionally admitted as members of the Association.

7.5. Until formation of the Association the Maintenance Agent shall maintain the Common Areas and Installations and the Facilities and Amenities in the Building Complex and the Purchaser along with the Co-owners shall be obliged to pay the Proportionate Share of the Common Expenses.

7.6. The Purchaser shall be obliged to pay the maintenance bills within a period of 15 days from the date of receipt thereof or within the due date mentioned in the bills whichever is later. In default, the Purchaser shall be liable and obliged to pay interest on the outstanding amount at the rate of 15% per annum.



7.7. If the maintenance bills remain in arrear for a period of two months or more, the Maintenance Agent and/or the Association, as the case may be, without prejudice to their rights to claim interest, shall be at liberty to withdraw the common services including supply of water, benefit of generator, common toilets etc., to the said Unit.

7.8. So long the said Unit is not separately assessed by the municipality, the Purchaser besides the maintenance charges, shall also be liable to pay proportionate municipal tax including the entire consolidated rate, water tax and other levies in accordance with the bills to be raised by the Maintenance Agent and/or the Association within a period of 15 days from the date of receipt thereof or within the due date mentioned therein whichever is later. In default, the Purchaser shall be liable to pay interest at the rate of 15% per annum and also the penalty as may be imposed by the municipality.

7.9. The Purchaser shall be liable to bear and pay the electricity charges for consumption of electricity at the Unit through a sub-meter until a direct supply meter is provided by WBSEB. The Purchaser shall pay the electricity bills according to sub-meter readings together with other charges within 7 (seven) days of receipt of such Electricity Bill from the Maintenance Agent.

7.10. It shall be duty of the Purchaser to collect all maintenance and electricity bills (if electricity is supplied by the Maintenance Agent / Association) from the office of the Maintenance Agent / Association in the Building Complex during normal working hours and pays the same.

#### **ARTICLE 8.0 : RIGHTS RESERVED UNTO THE VENDORS**

8.1. The Vendors and/or the First Phase Owners shall also be at liberty to make further constructions on the roof and the terraces of the Buildings in the Building Complex in accordance with law and the Purchaser shall not cause any objection or hindrance to such construction.

8.2. The Vendors and/or the First Phase Owners shall also have a right to extend the Building Complex over the Additional Land and thereupon the buildings and structures constructed by the Vendors on the Additional Land shall form part of the Building Complex.

8.3. The purchasers of the flats and/or units on the additional constructions made under Article 8.1 above or on the Additional Land under Article 8.2 above shall also be the Co-owners and shall be entitled to all rights on the Common Areas and Installations and the Facilities and Amenities described in the Fourth Schedule hereunder.

8.4. Notwithstanding anything contained herein the Lead Vendor shall be at liberty to use all the open areas of the Building Complex for properly completing construction of the Building Complex and for that purpose the Lead Vendor and its

men and vehicles shall have free ingress and egress to and from the Building Complex.

8.5. The Lead Vendor shall have a right to make any modification or alteration in any part of the Building Complex which shall remain unsold or in the building elevation of the Building.

8.6. The Lead Vendor shall have right to display advertisements and put hoardings in the Building Complex for sale of the units and / parking spaces in the Building Complex until complete sale thereof.

8.7. The Association and/or the Maintenance Agent shall have right to inspect the condition of the Flat/Unit at all reasonable hours after giving atleast twenty-four hours' prior notice in this regard to the Purchaser.

8.8. Upon formation of the Association for managing and maintaining the Building Complex one nominee and/or representative of the Vendors shall have a permanent seat in the managing committee of the Association. No resolution of such Association or the managing committee thereof shall be deemed to have been passed unless notice of such resolution is given to the Vendors and/or the nominee or representative of the Vendors in the managing committee of the Association atleast seven days before the date of such meeting. Provided however the Vendors may at their sole discretion waive such right at any time.

8.9. The Vendors and/or the Maintenance Agent shall have right to frame and lay down all Rules and Regulations for proper enjoyment of the units by the purchasers thereof including the Purchaser herein. In exercise of such power the Vendors shall be at liberty to fix the entry and exit time to and from the Building Complex, opening and closing of the main gate, duration of running of the lifts, time for switching on and switching off of the common lighting, duration of running of the water pump and generator etc.

8.10. The Vendors shall have a right to nominate or appoint suitable agencies for cable T.V., telecom facilities etc. and the Purchaser shall be obliged to obtain all such facilities through such agencies nominated or appointed by the Vendors and not through any other agency. It is clarified that the Purchaser alone shall be liable to make all payments to the agency concerned for the services and the Vendors shall have no liability therefor.

8.11. The Building Complex shall always be known as "**ATRI GREEN VALLEY**" and the name shall not be changed without prior written consent of the Lead Vendor.

8.12. Besides the aforesaid, the Vendors shall be entitled to all other rights as stated in the diverse provisions contained in this Agreement.

## **ARTICLE 9.0 : RIGHTS OF THE PURCHASER**

9.1. Nothing contained in this Agreement shall confer any right unto the Purchaser over the Unit and the Parking Space if any, so long any part of the Purchase Consideration or MACD or any interest thereon remains payable by the Purchaser.

9.2. Save and except the Unit and parking space and right to use and enjoy the Common Areas and Installations and the Facilities and Amenities along with the Co-owners the Purchaser shall have no right over any other portion of the Building Complex.

9.3. Upon the Purchaser making all payments stipulated in this Agreement and observing and performing all his obligations under this Agreement the Purchaser shall have a right to use and enjoy the Flat/Unit without any obstruction or interference by the Vendors or the Lead Vendor or any person claiming through them.

## **ARTICLE 10.0 : MUTUAL COVENANTS**

10.1. All sums due and payable by the Purchaser to the Vendors or Lead Vendor or the Maintenance Agent or the Association under this Agreement and interest thereon shall have first and paramount charge over the said Unit.

10.2. The Purchaser shall not deal with, assign, encumber, alienate or transfer his rights under this Agreement or let out or transfer the said Unit to any third party without the prior written consent of the Vendors. If the Purchaser desires to assign or transfer his rights under this Agreement then the Purchaser shall first offer the same to the Lead Vendor to repurchase/reacquire the rights of the Purchaser under this Agreement at the market value or such value as the parties may agree and if the Lead Vendor fails to accept the offer of the Purchaser within 30 days from the date of receipt of such offer, the Purchaser shall be entitled to assign/transfer his rights under this Agreement to any third party subject to payment of transfer charges of Rs.50/- per square feet of Super Built up Area to the Lead Vendor for such assignment or transfer of right. If the Purchaser so assigns or nominates any other person or persons in its stead, the person or persons so assigned or nominated shall be bound and abide by the terms, conditions covenants and stipulations including liabilities of the Purchaser under this Agreement.

10.3. Neither the Vendors nor the Association shall recognize any alleged transferee of the Purchaser in breach of this Article as the owner or occupier of the said Unit and the Purchaser shall continue to be liable for all future maintenance costs and expenses and other outgoings in respect of the said Unit.

10.4. The notices required to be given by the Vendors/ Lead Vendors under this Agreement shall be sent under Speed Post or Registered Post at the address stated hereinabove or such other address as may be intimated by the Purchaser to the Lead Vendor in writing and similarly the notices required to be given by the Purchaser to the Vendor / Lead Vendor shall also be given by Speed Post or

Registered Post and shall be deemed to have been received by the Purchaser or the Vendors or the Lead Vendor as the case may be upon expiration of 3 days from the date of posting in the State of West Bengal.

#### **ARTICLE 11.0 : AUTHORITY**

11.1. The Purchaser doth hereby nominate constitute and appoint the Lead Vendor and every director of the Lead Vendor as his true and lawful attorney for the following purposes:

- [a] To have the Unit mutated in the name of the Purchaser;
- [b] To apply for and obtain connection for electricity, water, sewerage and/or other utilities and other facilities for and/or relating to the Unit and/or the proposed Buildings and/or any of them;
- [c] To form the Association;
- [d] To do all works for which various payments and/or deposits as are agreed to be made by the Purchaser in terms of this Agreement;

11.2. The Purchaser agrees to grant in favour of the Lead Vendor and its nominee or nominees such further powers, authorities and confirmations and sign and execute all papers and documents as may be reasonably required by the Lead Vendor for the aforesaid purpose.

11.3. All costs, charges and expenses for and in connection with the aforesaid shall be borne and paid by the Purchaser and the Lead Vendor shall have no liability for the same.

#### **ARTICLE 12.0 : DOCUMENTATION**

12.1. The Vendors shall at the costs of the Purchaser shall execute and register the Sale Deed of the said Unit and the said undivided impartible share in the Plinth Land in favour of the Purchaser.

12.2. The form and the terms, conditions and covenants of the Sale Deed and all documents to be executed in pursuance hereof shall be drawn and finalised by Mr. P K Jhunjunwala, Solicitor & Advocate of 7C, Kiran Shankar Roy Road, Kolkata-700 001 in consonance with this Agreement and the Purchaser shall not raise any objection thereto.

12.3. All expenses for stamp duty and registration charges shall be borne and paid by the Purchaser.

12.4. The Purchaser shall deposit the stamp duty and registration charges with the Lead Vendor at least 30 days before the date fixed for execution of the Sale Deed / Conveyance of the said Unit.

**ARTICLE 13.0 : ARBITRATION & JURISDICTION**

13.1. All disputes and differences relating to or arising out of this Agreement or with regard to the construction or interpretation of this Agreement or any term of this Agreement, whether this Agreement is subsisting or not on the date of reference shall be referred to the sole arbitration of Mr. P K Jhunhunwala, Solicitor & Advocate of Hastings Chambers, 7C, Kiran Shankar Roy Road, Kolkata-700 001 and in case of his inability to take upon the reference to the sole arbitration of a person nominated by him for adjudication under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the Award given by such sole arbitrator shall be final, binding and conclusive.

13.2. The Arbitrator shall have summary powers and shall be at liberty to make and publish interim Award.

13.3. The Courts at Calcutta and those having territorial jurisdiction over the said Land only shall have the jurisdiction to entertain, try and determine all actions and proceeding between the parties arising out of this Agreement.

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO**

(Description of "the said Land")

ALL THAT pieces and parcels of land containing by measurement an area of about 297decimals be the same little more or less lying and situate at and being Holding No. 1499Dwarir Road, Police Station - Sonarpur, Kolkata 700151, District South 24-Pargans, in Ward no.25 of Rajpur - Sonarpur Municipality and comprised inL.R. Dag nos. 507, 510, 511, 512, 513, 514, 518, 519, 521, 522, 523, 524, 527, 528, 529, 530, 531, 532 and 585, J.L No.71, Mouja - Jagaddal, and butted and bounded as under :

|              |   |                                |
|--------------|---|--------------------------------|
| On the North | : | By RS. Dag No. 493(part) & 494 |
| On the South | : | By RS. Dag No. 527             |
| On the East  | : | By 456, Dwarir Road            |
| On the West  | : | By RS. Dag No. 467 & 489       |

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO**

(Description of the Unit)

**PART - I**

ALL THAT **Unit No.....** being a Residential Flat having Super Built up Area of .....**sq.ft.** more or less on the .....**Floor** of the **Building no.** .....**as per sanction plan (Block - .....as per brochure)** in the Building Complex being constructed on the said Land described in the First Schedule hereunder and named and known as ATRI GREEN VALLEY ;

TOGETHER WITH undivided share in the Plinth Land and Together with undivided Proportionate Share in the Common Areas and Installations and the Facilities and Amenities in the Building Complex.

**PART – II**

(Description of the Parking Space)

ALL THAT **Covered / Open Parking** Space at the ground level of the Building Complex for parking of one Car/Scooter of standard size.

**THE THIRD SCHEDULE HEREINABOVE REFERRED TO**  
**SPECIFICATIONS FOR CONSTRUCTION****1. STRUCTURE**

RCC foundation as per Geo–technical Engineer’s recommendation.

**2. DOORS & WINDOWS**

Good quality flushed door

Sliding powder coated aluminium windows with white glass panel

**3. FLOORS**

Entrance Lobby – Elegantly designed with tiles/ marble

Floor Lobby – Ceramic tiles

Flat interiors – Vitrified tiles

**4. WALLS & FINISHING**

Internal – 5”/3” Brick walls with Plaster of Paris finish

External–8” Brick walls plastered with high quality weather coat paint

**5. KITCHEN**

Counter table with Granite top and Stainless steel sink

Ceramic tiles upto 2 (two) feet above the counter.

**6. TOILET**

Floor - Anti skid Ceramic tiles

Wall - Ceramic tiles upto dado height

Concealed hot and cold water pipe system in shower and Basin

Chrome plated Fittings of reputed brand  
White Sanitary ware of reputed brand

#### 7. ELECTRICAL INSTALLATIONS

Concealed copper wiring with Modular switches  
Adequate light and power points  
Standard main Distribution Box (DB)  
TV / Telephone points  
AC point in all bedrooms  
Call bell point at entrance of all units

#### 8. ELEVATOR

Adequate elevators by reputed makers in each Block

### **THE FOURTH SCHEDULE HEREINABOVE REFERRED TO**

#### **PART - I**

(Description of the Common Areas & Installations)

- 1) Lobbies on the ground floor
- 2) Driveway, Pathway, entrance and exit pathways, roads, footpaths of the Building Complex
- 3) Main gate and other gates of the said premises and building and extensions of the said premises
- 4) Boundary walls of the premises including outer side of the walls of the buildings/blocks at the said premises and extensions thereto
- 5) Other common parts and areas covered or open in or about the premises or its extension as necessary for passage to or construction, use and occupancy of the said premises and extension thereof.
- 6) Staircases and Staircase landings on all the floors
- 7) Lift lobbies and lift wells on all the floors
- 8) Lift installations and Machine Room
- 9) Tube well with pump and machine room
- 10) Water pump, water tank and reservoir (overhead and underground), water pipes and other common pumping installations and spaces required thereto
- 11) Fire fighting Equipments
- 12) Electrical rooms, electrical sub – stations, common electrical wiring, Meter room, Transformers, Generator and its accessories meant for common use

- 13) Drainage and sewerage evacuation pipes from the unit to drains and sewers common to the said premises
- 14) Toilet in the ground floor for use in common of the Durwans, security guards, caretaker and unit holder's drivers and servants

PART – II  
FACILITIES AND AMENITIES

- 1) Children Playground
- 2) Swimming pool With Deck
- 3) Senior Citizen Park
- 4) Tennis Court
- 5) Badminton Court
- 6) Creche
- 7) Toddler's Zone
- 8) Landscape Garden
- 9) Maintenance Office
- 10) Ac Indoor Games Room
- 11) Ac Gym
- 12) Yoga Deck
- 13) Ac Multipurpose Community Hall
- 14) Jogging & Walking Path
- 15) Lily / Lotus Pond
- 16) Festival Celebration Deck
- 17) TV Satellite Connection
- 18) Flowers Corner
- 19) AC Electronic Games Corner
- 20) Individual Blocks Having Workers Sitting Area
- 21) Intercom
- 22) Water Filtration Plant
- 23) CCTV In Lobbies
- 24) Visitor's Car Parking



THE FIFTH SCHEDULE ABOVE REFERRED TO  
(PAYMENT SCHEDULE)

The Purchase Consideration under this Agreement shall be payable by the Purchaser under the following:

| Installment Payment Schedule of the agreed Purchase Consideration |   |   |            |
|---|---|---|------------|
|   | Stage of Payment  | Amount Payable  | Rs.        |
| 1.  | On Application  |   | 1,00,000/- |
| 2.  | On Agreement  | 20% of Purchase consideration of Unit being (balance amount after deduction of application money) |            |
| 3.  | On completion of foundation                                 | 10% of Purchaser consideration of Unit being  |            |
| 4.  | On completion of 2nd floor slab casting                     | 15% of Purchaser consideration of Unit being  |            |
| 5.  | On completion of 4th floor slab casting                     | 15% of Purchaser consideration of Unit being  |            |
| 6.  | On completion of Brickwork of the said unit                 | 10% of Purchaser consideration of Unit being  |            |
| 7.  | On completion of Plastering of said unit (1st to 4th floor) | 10% of Purchaser consideration of Unit being  |            |
| 8.  | On completion of flooring of said unit (1st to 4th floor)   | 10% of Purchaser consideration of Unit being  |            |
| 9.  | On Possession of the Unit                                   | 10% of Purchaser consideration of Unit being  |            |
| <b>TOTAL</b>  |   |   | <b>Rs.</b> |

(Rupees ..... only)

**NOTE**

1. GST if any shall be payable at applicable rates on date of payment against each installment additionally
2. Purchase Consideration money and all other additional payments shall be made payable to "MANGALBELA REAL ESTATES PVT LTD" who shall give a receipt on behalf of all the VENDORS.

**THE SIXTH SCHEDULE HEREINABOVE REFERRED TO**  
(MANDATORY ADDITIONAL COSTS AND DEPOSITS)

- 1) **GST** : An amount equivalent to the GST as levied by the Government on the Unit at the applicable rates from time to time. This will be payable at the time of payment of the Purchase Consideration or any installment thereof. Besides GST on the Unit, the Purchaser shall also be liable to pay GST on the remaining items of MACD as applicable and at the time of payment of the same.
- 2) **Facilities and Amenities Charges**: An amount equivalent to Rs. 25/- per square feet of the Super Built up Area shall be payable towards facilities and amenities charges as provided at the Building Complex.
- 3) **Maintenance Deposit** : An amount equivalent to Rs.24/- per square feet of the Super Built up Area shall be payable towards interest free maintenance deposit being maintenance charges for 12 months at the rate of Rs 2/- per square feet per month.
- 4) **Reserve Fund** : An amount equivalent to Rs. 25/- per square feet of the Super Built up Area of the Unit shall be payable towards RESERVE FUND.
- 5) **Electricity** : An amount of Rs. 60/-per sq.ft shall be payable towards WBSEB line expenses upto L T line cables including cost of transformer and surcharge. This amount shall be payable along with the installment on completion of fourth floorslab casting.
- 6) **Electricity Security Deposit and other expenses thereto** : The actual Security Deposit payable to WBSEB for the independent electricity meter for the Flat and other miscellaneous expenses in relation thereto. Payable upon receipt of Security Deposit Bill of WBSEB.
- 7) **Generator**: An amount equivalent to Rs. 60/- per sq.ft towards generator charges for power back up of 700 Watts for 2B/H/K units and 1000 Watts for 3B/H/K units. This amount shall be payable along with the installment on completion of fourth floor slab casting
- 8) **Mutation** : The actual amount payable to the local municipality for municipal mutation fees and outgoings as the case may be

- 9) Legal Charges:** A sum of Rs 12,000/- (Rupees twelve thousand) only payable to “Mr. Pawan Kumar Jhunjhunwala” Advocate towards his fees for documentation and other legal charges out of which Rs 6,000/- (Rupees six thousand) only shall payable at the time of application and the balance Rs 6,000/- (Rupees six thousand) only atleast 30 days before execution of the Sale Deed.

**THE SEVENTH SCHEDULE HEREINABOVE REFERRED TO**

**(COMMON EXPENSES)**

1. All costs and expenses of maintenance, operating, replacing white washing, painting, rebuilding, reconstructing, decorating, redecorating and lighting the Common Areas and also the outer walls of the Building Complex.
2. All costs and expenses for providing all common services and facilities in the Building Complex.
3. The salaries, perquisites and all other benefits payable to caretaker, security staff, liftman, plumber, electrician, sweepers, clerks and other maintenance office staff.
4. All charges and deposits for supply and maintenance of all common services, facilities and amenities including lifts, water pump, generator etc.
5. Municipal taxes and other outgoings on the Common Areas.
6. Costs and charges of establishment for maintenance of the Building Complex and for watch and ward staff.
7. All litigation expenses for protecting the rights, title or interest in respect of the Entire Land and the Building Complex.
8. All expenses incurred for formation of the Association.
9. All expenses incurred for maintaining the office of the Association for common purposes.
10. Contributions payable for creation of a reasonable building reserve fund.
11. All other expenses and outgoings as are deemed by the Association to be necessary or incidental for proper management of the Common Areas and supply of common services and amenities in the Building Complex.

**THE EIGHTH SCHEDULE HEREINABOVE REFERRED TO**

(Restrictions and covenants to be observed and Performed by the Purchaser and the Co-owners)

1. In connection with the use and enjoyment of the said Unit, the Purchaser shall observe the following negative covenants:-

- (i) Not to throw any rubbish or store any article or combustibles goods in the Common Areas save to such extent and at such place or places if any as may be specified and/or permitted.
- (ii) Not to carry on any obnoxious noisy offensive illegal or immoral activity in the said Unit.
- (iii) Not to damage or demolish any part or portion of the said Unit.
- (iv) Not to claim any right over and in respect of any open space not forming part of the Common Areas.
- (v) Not to hang any article in the open space outside the said Unit.
- (vi) Not to install any machinery which may cause or likely to cause any vibration in the said Building.
- (vii) Not to install any air-conditioning machine having projection over any part or portion of the Common Passage.
- (viii) Not to do anything in the said Unit which may lead to increase in insurance premium of the Building.
- (ix) Not to cause any nuisance or annoyance to the co-purchasers and/or lawful occupants of other portions of the Building.
- (x) Not to install any private generator for the purpose of obtaining supply of electricity to the said Unit.
- (xi) Not to make any addition or alteration in the said Unit including opening or closing of any window or wall without prior consent of the Lead Vendor or the Association.
- (xii) Not to close the verandah or staircase landings or make any alteration in the building elevation of the Building.
- (xiii) Not to decorate or paint or otherwise alter the exterior of the Building or Common Areas of the Building including elevation of the Building in any manner save in accordance with the general scheme thereof as specified by the Lead Vendor or the Association.
- (xiv) Not to do anything whereby the other co-owners are obstructed or prevented from enjoyment of their respective units.

- (xv) Not to claim any right in any other part of the Building or the Building Complex save as may be necessary for ingress and egress of men, materials, utilities, pipes, cables and lines to be installed in the said Unit and in particular not to claim any right to any space or store-room or terrace save as is expressly granted.
- (xvi) Not to display or affix any neon sign or sign-board on any outer wall of the Building or the common areas.
- (xvii) Not to claim any partition or sub-division of the Entire Land or the Plinth area or the Common areas and not to partition the said Unit by metes and bounds.
- (xviii) Not to erect any building or structures on the Common Areas.

2. The Purchaser shall also observe, comply with and perform the following covenants and stipulations:

- (i) To keep the said Unit in a good state of repairs and condition.
- (ii) To permit the office bearers and agents of the Lead Vendor or the Association with or without workmen at all reasonable time and upon twenty four hours previous notice in writing, save in case of emergency, to enter upon the said Unit and any every part thereof to view and inspect the state and condition thereof and to take notice of all defects decay and want of repairs that may be found.
- (iii) To repair and make good all such defects decays and want of repair to the said Unit at the costs of the Purchaser within 15 days from the date of receipt of such notice.
- (iv) To allow the purchasers of other units in the Building or the Building Complex the rights easements and/or quasi-easements set out in the Sixth Schedule hereinabove.
- (v) To observe the rules and regulations framed by the Lead Vendor or the Association of the Building Complex regarding the manner of the use of the said Unit and the Common Areas.
- (vi) To sign all papers and documents and give his consent as and when required by the Vendors for obtaining sanction of plan for making any addition or alteration in the Common Areas.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the day, month and year first above written.

SIGNED AND DELIVERED on behalf  
of the withinnamed VENDORS at Kolkata

SIGNED AND DELIVERED by the  
Withinnamed PURCHASER at Kolkata

Witnesses to Both:-

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_