

THIS SALE DEED 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. **KAILASHSIDHI 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 son of . . . 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

(1) _____ (having Income Tax PAN No. _____) son/wife of _____ residing at _____ P.S. _____ (2) _____ (having Income Tax PAN No. _____) son/wife of _____ residing at _____ P.S. _____

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

OR

M/s _____ (having Income Tax PAN No. _____) a firm / company and having its office / registered office at _____ P.S. _____ hereinafter referred collectively to as the PURCHASER (which expression shall unless repugnant to the context shall mean and include its successors, representatives and assigns) of the OTHER PART.

DEFINITIONS :

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

- I. "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.
- II. "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.
- III. "Architect" means M/s. Raj Agarwal & 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.
- IV. "Building Complex" means the building complex known as "Atri Green Valley" presently comprising of seventeen blocks of buildings and constructed and developed on the Entire Land and shall include the buildings and other structures that may be constructed on the Additional Land.
- V. "the Building" means the building block comprised in the Building Complex wherein the Flat is located.
- VI. "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.
- VII. "Co-owners" or "Co-purchasers" means the owners or purchasers of other flats in the Building Complex.
- VIII. "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 Third Schedule hereunder.
- IX. "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 and more fully described in the Fourth Schedule hereunder.
- X. "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 Sixth Schedule hereunder.
- XI. "Driveway" means the road and/or driveway having an average width of 10 meters more or less passing through the said Land and connecting the Second Phase Land with the municipal road and more fully described in the Easement Agreement.
- XII. "Entire Land" means the said Land described in the First Schedule hereunder together with the First Phase Land and the Additional Land, if any.
- XIII. "Easement Agreement" means the Agreement dated 2 April 2014 made between the First Phase Owners and therein referred to as the owners of the one part and the Vendors herein and therein referred to as the grantee of the other part and duly registered in the office of the District Sub Registrar-IV South 24-Parganas, Alipore in Book no. 1, CD Volume no. 14 at pages from 2820 to 2840 and being Deed no. 2573 for the year 2014 whereby and whereunder the First Phase Owners in recognition of the right of passage of the Vendors from the said Land to the municipal road through the First Phase Land

granted a right to the Vendors to have access to and from the said Land to the municipal road with or without vehicle from the Driveway passing through the First Phase Land and on the terms and conditions therein stated.

XIV. "First Phase Owners" means Jasmine Commotrade Private Limited and its twenty associates who jointly own the First Phase Land.

XV. "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.

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

XVII. "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.

XVIII. "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 Third Schedule hereunder.

XIX. "Land" or "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 Rajpur Sonarpur Municipality and more fully described in the First Schedule hereunder.

XX. "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.

XXI. "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 Third Schedule hereunder.

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

XXIII. "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.

XXIV. "Principal Maintenance Agreement" means the Agreement dated 16 April 2016 entered into by and between the First Phase Owners and the Vendors for maintenance of the Building Complex by the Maintenance Agent.

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

XXVII. "Possession Date" means the date on which the Purchaser has taken or is deemed to have or has taken possession of the Unit as stated in the Recital "L" hereunder.

XXVIII. "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.

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

XXX. "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.

XXXI. "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.

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

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

XXXIV. 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 Mouja Jagaddal, 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 Sambhu Nath Ghosh 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 Mouja Jagaddal, 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 Amarendra Nath Ghosh.

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	<hr/> 182 <hr/>

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 Mouja Jagaddal, 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	<hr/> 47 decimals <hr/>

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 Mouja Jagaddal, 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	<hr/> 47 decimals <hr/>

E. By reason of abovementioned purchases, the Vendors became joint owners of the said Land measuring 297 decimals in Mouja Jagaddal, South 24-Parganas under Rajpur-Sonarpur 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 authorised Mangal Bela 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 November 2017 Rajpur Sonarpur 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 Commotrade 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. By a Sale Agreement dated the Vendors agreed to sell and the Purchaser agreed to purchase the said Unit comprising of the Flat and the Parking Space, if any, and more fully described in the Second Schedule hereunder at a total consideration of Rs. . . . (Rupees. only) payable in instalments.

L. Immediately after completion of construction of the said Unit the Vendors gave a notice to the Purchaser to take possession of the said Unit upon payment of the balance purchase consideration and the Purchaser after making payment of the entire purchase consideration has obtained possession and/or is deemed to be in possession of the said Unit with effect from

M. The Purchaser after having fully satisfied himself with the workmanship and quality of construction of the said Unit and more particularly the Flat has taken possession thereof without any demur or protest and has requested the Vendors to complete the transaction by executing and registering Sale Deed of the said Unit in his favour.

NOW THIS SALE DEED WITNESSETH AS FOLLOWS:-

1. In pursuance of the Sale Agreement and in consideration of the said sum of Rs. . . . (Rupees. only) being the entire consideration stated in the Sale Agreement and paid by and/or on behalf of the Purchaser to the Vendors (receipt whereof the Vendors do and each of them doth hereby as well as by the Memo of Consideration setforth hereunder admit and acknowledge) the Vendors do and each of them doth hereby grant, sell, transfer, convey, assign and assure unto the Purchaser ALL THAT residential Flat no. . . having super built

up area of square feet more or less on floor of the Building no. in the Second Phase of the Building Complex known as Atri Green Valley constructed on the Second Phase Land lying and situated in Mouja Jagaddal P S Sonarpur being Holding no.1499, Dwarir Road, Police Station Sonarpur, Kolkata-700 145, South 24 Parganas in Ward no. 25 of Rajpur-Sonarpur Municipality in the District of South 24-Parganas together with the Utility Room no. having super built up area ofsq.ft. more or less in the ground floor of the said Building and more fully described in Part I of the Second Schedule hereunder TOGETHER WITH the Parking Space more fully described in Part II of the Second Schedule hereunder and ALSO TOGETHER with impartible undivided share in the Plinth Land AND undivided proportionate share in the Common Areas and Installations in the Building Complex and herein referred to as "the said Unit" OR HOWSOEVER OTHERWISE the said Unit or any part thereof now are or is or at any time or times heretofore were or was situated tenanted butted and bounded called known numbered described or distinguished TOGETHER WITH all singular and other rights liberties privileges easements appendages and appurtenances whatsoever to the said Unit belonging or in anyway appertaining thereto or usually held occupied or enjoyed therewith or known as part parcel or member thereof AND the reversion or reversions remainder or remainders and rents issues and profits thereof and every part thereof and all the legal incidents thereof AND all the estate right title interest property claim and demand whatsoever both at law and in equity of the Vendors unto and upon the said Unit and every part thereof TO HAVE AND TO HOLD the said Unit hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be TOGETHER WITH the right to use and enjoy the Common Areas and Installations as also the Facilities and Amenities described in the Third Schedule hereunder and Common Easements described in the Fourth Schedule hereunder along with the Co-owners or Co-purchasers EXCEPTING AND RESERVING unto the Co-owners or Co-purchasers the easements, rights and privileges mentioned in the Fifth Schedule hereunder free from all encumbrances, charges liens, lispendens, claims and demands whatsoever absolutely and forever but subject to making payment of proportionate share of the Common Expenses mentioned in the Sixth Schedule hereunder and also subject to restrictions and the covenants contained herein and in the Seventh Schedule hereunder and also subject to the stipulations and covenants contained in the Easement Agreement and the Principal Maintenance Agreement.

2. The Vendors do and each of them doth hereby covenant with the Purchaser as follows :

(a). That notwithstanding any act deed matter or thing by the Vendors done committed or knowingly permitted or suffered to the contrary the Vendors are now absolutely seized or otherwise well and sufficiently entitled to the said Unit hereby granted transferred conveyed sold assigned and assured or expressed or intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or condition or other thing whatsoever to alter defeat encumber and make void the same and NOTWITHSTANDING any such act deed matter or thing the Vendors have now a good rightful power and lawful and absolute authority by these presents to grant transfer convey sell assign and assure unto the Purchaser the said Unit absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever.

(b). That the Vendors have delivered vacant possession of the said Unit to the Purchaser and the Purchaser shall and will from time and at all times hereafter peaceably and quietly possess and enjoy the said Unit and receive all rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming through under or in trust for them.

(c). That the Purchaser shall be freely clearly and absolutely acquitted exonerated and discharged from or by the Vendors or their predecessors-in-title and well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner or former or other estates rights title interests liens charges and encumbrances whatsoever created made done occasioned or suffered by the Vendors or any of their predecessors-in-

title or any person or persons rightfully claiming from under or in trust for the Vendors.

(d). That the Vendors and all persons having lawfully or equitably claiming any estate right title interest use trust property claim and demand whatsoever of into or upon the said Unit under or in trust for them shall and will from time to time and at all times hereinafter upon every reasonable request and cost of the Purchaser make do execute and perfect or cause to be made done executed and perfected all such further and other assurances acts deeds matters and things whatsoever for further better and more perfectly assuring conveying and confirming the said Unit unto and to the benefit of the Purchaser forever in the manner aforesaid as the Purchaser shall or may reasonably require.

3. The Purchaser hereby covenants with the Vendors as follows:-

a) The sale of the Unit by the Vendors to the Purchaser is subject to the restrictions and covenants contained in this Deed including the Seventh Schedule hereunder as also the stipulations and covenants contained in the Easement Agreement and the Principal Maintenance Agreement and the Purchaser hereby declares that he shall own, possess, use and enjoy the Unit subject to the covenants and restrictions contained in this Deed including the Seventh Schedule hereunder as also the stipulations and covenants contained in the Easement Agreement and in the Principal Maintenance Agreement.

b) The Purchaser shall observe and perform all the restrictions, terms, conditions, covenants, stipulations contained in this Sale Deed including those stated in the Seventh Schedule hereunder written and also the Easement Agreement and the Principal Maintenance Agreement.

c) The Purchaser shall make proportionate contribution for the purpose of forming the Association for management of the Common areas and Installations as also Facilities and Amenities in the Building and shall also observe and comply with all rules, regulations and bye-laws that shall be framed by the Maintenance Agent or the Association.

d) The Purchaser shall make payment of the proportionate Common Expenses including proportionate municipal rates and taxes and other outgoings in respect of the Common Areas and Installations as well as Facilities and Amenities and shall also make payment of the entire maintenance charges and taxes including municipal taxes, multi storeyed building tax GST and all other outgoings in respect of the said Unit and keep the Vendors and the Co-owners or Co-purchasers saved, indemnified and harmless.

e) The Purchaser shall make payment of maintenance charges to the Maintenance Agent within the due date and, in default, the Maintenance Agent shall be at liberty to disconnect or discontinue all common services, amenities including supply of water to the said Unit and the right of user of the lift by the Purchaser or his relatives, servants, agents, guests or visitors. Provided however the Purchaser shall be forthwith entitled to restoration of all such common services and amenities upon payment of the arrears of maintenance charges together with interest or late payment surcharge as shall be fixed by the Maintenance Agent / Association from time to time.

f) The Purchaser shall not make any structural change in the design and specification of the said Unit without obtaining prior permission of Municipality and the Maintenance Agent / Association.

4. It is mutually agreed by and between the Vendors and the Purchaser as follows :

(a) The undivided interest in the Plinth Land herein sold transferred conveyed granted assured unto and in favour of the Purchaser shall always remain impartible.

(b) The Purchaser shall not claim any ownership right or interest in any other unit in the Building Complex or in the Common Areas and Installations except the right to use and

enjoy of the Common Areas and Installations as also Facilities and Amenities along with the Co-purchasers and/or Co-owners of other units in the Building Complex.

(c) The Purchaser as the purchaser of the Parking Space shall have a perpetual right to use and enjoy the Parking Space for parking of one motor car of standard size or motor cycle or scooter but shall have no undivided or impartible share in the said Land appertaining to the Parking Space. It is clearly agreed and understood that undivided share of the Purchaser in the said Land shall be confined only to the said Flat. The Purchaser shall be at liberty to sell or transfer the Parking Space along with the Flat to any third party or only the Parking Space to any other owner of a flat or unit in the Building Company Atri Green Valley but the Purchaser shall have no right to sell or transfer merely the Parking Space to any other third party. The Purchaser further agrees that it shall be lawful for the Maintenance Agent or the Association to levy or impose Maintenance charges in respect of the Parking Space.

(d) The Building Complex is comprised of First Phase as well as the Second Phase. It is clearly agreed and understood that until formation of the Association, the Maintenance Agent shall maintain the entire Building Complex including the Second Phase.

(e) There shall be no discrimination between the Co-owners and/or Co-purchasers of the First Phase and the Second Phase of the Building Complex and the Purchaser along with the Co-owners and/or Co-purchasers of the First Phase as well as the Second Phase of the Building Complex shall be at liberty to use and enjoy the Common Areas and Installations as also Facilities and Amenities.

(f) The Vendors 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.

(g) The Vendors 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 Buildings in the Building Complex.

(h) The Vendors and/or the Maintenance Agent shall have right to frame and lay down all Rules and Regulations for proper enjoyment of the Building Complex 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.

(i) The Maintenance Agent / Association shall have right to inspect the condition of the said Unit at all reasonable hours after giving at least twenty-four hours' prior notice in this regard to the Purchaser.

(j) The Building Complex shall always be known as Atri Green Valley and such name shall not be changed without prior written permission of the Vendors.

(k) The Maintenance Agent 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 Maintenance Agent 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 Maintenance Agent shall have no liability for the same.

(l) It is expressly agreed and understood that the restrictive covenants and stipulations and the terms and conditions contained in this Deed shall attach and run with the said Unit and it shall be lawful for the Vendors or the Maintenance Agent or the Association to take action against the Purchaser, its nominee and assigns for any breach, violation or threatened breach or violation of such restrictive covenants and stipulations and the terms and conditions.

(m) It is recorded that the Purchaser has made the following interest free deposits with the First Vendor and/or the Maintenance Agent :

- (i) Advance Maintenance Charges of the Unit at the rate of Rs. 24/- per square foot which shall stand adjusted as Maintenance Charges for twelve months at the rate of Rs. 2/- per square foot per month ;
- (ii) An amount at the rate of Rs. 25/- per square foot of the super built up area of the Unit towards Reserve Fund.

(n) The First Vendor and/or the Maintenance Agent shall make over the entire credit balance, if any lying in the Advance Maintenance Charges account and the Reserve Fund to the Association upon its formation.

(o) The Purchaser agrees to observe, perform and abide by all the covenants and obligations contained in the Sale Agreement.

(p) Save as specifically provided in this Sale Deed, the Purchaser shall have no right or claim over any other area, part or portion of the Building Complex.

(q) Notwithstanding anything contained herein the Vendors shall be at liberty to use all the open areas of the said Building Complex for construction Additional Land and for that purpose the Vendors and their men and vehicles shall have free ingress and egress to and from the Building Complex to the Additional Land.

(r) The Vendors shall have right to display advertisements and put hoardings in the Building Complex for sale of the unsold units and car parking spaces in the Building Complex.

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 297 decimals be the same little more or less and held in Khatian nos. and lying and situate at and being Holding No. 1499 Dwarir Road, Police Station - Sonarpur, Kolkata 700145, District South 24-Pargans, in Ward no. 25 of Rajpur - Sonarpur Municipality 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, and butted and bounded as under :

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

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

(Description of the Unit)

PART - I

(Description of the Flat)

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. _____ in the Second Phase of the Building Complex named and known as ATRI GREEN VALLEY constructed on the said Land described in the First Schedule hereinabove and being Holding no.1499, Dwarir Road, Police Station Sonarpur, Kolkata-700 145, South 24 Parganas in Ward no. 25 of Rajpur Sonarpur Municipality;

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 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

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 FOURTH SCHEDULE HEREINABOVE REFERRED TO
(Common Easements)

1. The Purchaser shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements appendages and appurtenances whatsoever belonging or in any way appertaining to their respective allocations and the common areas of the Building or therewith usually held, used, occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the other purchasers the rights, easements, quasi-easements privileges and appurtenances hereinafter more particularly set forth in the Fifth Schedule hereunder.
2. The right of way in common as aforesaid into and upon all common passages, entrances at all times and for all purpose connected with the reasonable use and enjoyment of the said Unit subject to such restrictions as are contained herein and as may be lawfully imposed by the Association.
3. The right of protection of the said Unit by or from all other parts of the Building so far as they now protect the same.
4. The right of flow in common as aforesaid of gas, if any, electricity, water and waste

or soil from and/or to the said Unit through pipes drains, wires and conduits lying or being in under or over the other parts of the Building so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.

5. The right of the Purchaser with or without workmen to enter from time to time upon the other parts of the said Building for the purpose of re-building repairing replacing or cleaning so far as may be necessary such pipes, drains, wires and conduits aforesaid and for the purpose of re-building, repairing, replacing or cleaning any part or parts of the said Unit in so far as such re-building, repairing, replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situations upon giving forty eight hours previous notice in writing of the intention of the Purchaser to the person entitled to the same.

THE FIFTH SCHEDULE HEREINABOVE REFERRED TO
(Exceptions & Reservations to the Common Easements)

The under mentioned rights, easements, quasi-easements and privileges appertaining to the said Unit shall be excepted and be reserved unto the owners and/or occupiers of other units in the Building or the Building Complex;

1. The right of flow in common with the Purchaser and the purchaser of the other units in the Building Complex of gas, if any, electricity, water and soil or waste from and to any part (other than such allocation) to the other part or parts of the Building Complex through pipes, drains, wires, conduits lying or being in under through or over the said Unit and as far as may be reasonably necessary for the beneficial use occupation and enjoyment of the other part or parts of the Building Complex.
2. The right or protection of other part or parts of the Building or Building Complex by all parts of said Unit as far as the same can be or does normally protect.
3. The right as would otherwise become vested in the Purchaser by means of any structural alterations to the said Unit or otherwise in any manner to lessen or diminish the normally enjoyed by other part or parts of the Building or the Building Complex.
4. The right with or without workmen and necessary materials enter from time to time upon the said Unit for the purpose of re-building, repairing, replacing, cleaning or clearing so far may be necessary such pipes, drains, wires and conduits as aforesaid PROVIDED ALWAYS THAT save in case of emergency the purchasers of the other units of the Building or the Building Complex shall give to the Purchaser prior forty eight hours written notice of their intention for such entry as aforesaid.

THE SIXTH 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 SEVENTH 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 instal any machinery which may cause or likely to cause any vibration in the said Building.
- (vii) Not to instal 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 instal 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 Sale Deed 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 _____
