

THIS SALE AGREEMENT is made this day of 2015

BETWEEN

CONSTRUCTIVE BUILDERS PRIVATE LIMITED (having Income Tax PAN No. AADCC2826N) a company incorporated under the Companies Act, 1956 having its registered office at 131, Park Street, Kolkata-700 017 hereinafter referred to as “the DEVELOPER” (which expression shall unless repugnant to the context mean and include its successors, representatives and assigns) and represented by their authorized signatory Mr. Amit Jhunjunwala (PAN NO.ACUPJ6397H)son of Sri Kedarnath Jhunjunwala of Block 15, Flat No. 6A, 5/7 Buroshibtala Main Road, Kolkata-700038,of the FIRST PART.

AND

SMT. SWATI BAHETY (nee Mundhra) (having Income Tax PAN No. AEXPM9613C) wife of Sri Kanishka Bahety residing at 20, Lee Road, Flat no.203 Kolkata-700 020 hereinafter referred to as “the OWNER” (which expression shall unless repugnant to the context mean and include her heirs, legal representatives, executors, administrators and assigns) of the SECOND 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 THIRD 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 THIRD PART.

DEFINITIONS :

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

- I. "the Vendors" means the Owner and the Developer collectively.
- II. "the said Land" means land measuring 60 decimals more or less in L.R. Khatian no.416 and comprised in R.S. Dag no.280 corresponding to L R Dag no. 464 in Mouja Dhamaitala P S Sonarpur in the District of 24-Parganas (South) and now numbered as Holding nos. 256, Dwarir Road in Ward no.25 of Rajpur-Sonarpur Municipality, South 24 Pargannas and more fully described in the First Schedule hereunder.
- III. "Building Complex" means the building complex known as "Atri Green Enclave" presently comprising of 2 (two) blocks of buildings and being constructed and developed on the said Land by the Developer.
- IV. "the Building" means the building block comprised in the Building Complex wherein the Flat is located.
- V. "the Plinth Land" means that portion of the said Land over which the Building is being/has been constructed.
- VI. "the Flat" means the residential flat agreed to be purchased and/or acquired by the Purchaser and more fully described in Part I of the Second Schedule hereunder.

VII. “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.

VIII. “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 hereunder.

IX. “Purchase Consideration” means the price and/or consideration payable by the Purchaser to the Owner and the Developer for purchasing the Unit and stated in Article 1.1 hereunder.

X. “the Owner’s share of the Purchase Consideration” means 34.5% (Thirtyfour-point-five percent) of the Purchase Consideration which shall be payable by the Purchaser to the Owner as stated in Article 2.1 hereunder.

XI. the Developer’s Share of the Purchaser Consideration means 65.5% (Sixty five-point-five percent) of the Purchase Consideration which shall be payable by the Purchaser to the Developer as stated in Article 2.1 hereunder.

XII. “MACD” means mandatory additional costs and deposits more fully stated in the Sixth Schedule hereunder and shall be payable by the Purchaser to the Developer in the manner stated therein.

XIII. “Co-owners” or “Co-purchasers” means the owners of other flats in the Building Complex.

XIV. “Common Areas and Installations” means entrance, passages, driveways, staircase, roof, 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.

XV. "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.

XVI. "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.

XVII. "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.

XVIII. "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.

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

XX. "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.

XXI. "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.

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

XXIII. "Architect" means M/s. Raj Agarwal & Associates or such other person or persons whom the Developer may appoint from time to time as the architect of the Building Complex.

XXIV. "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.

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

XXVI. "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.

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

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

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

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

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

WHEREAS:

I. One Krishna Chandra Mondal was seized and possessed of land measuring 60 decimals comprised in R S Dag no. 280 in Mouja Dhamaitala P S Sonarpur, 24-Parganas (South) being the said Land.

II. By a Bengali Kobala dated 23 October 1980 and duly registered in the office of ADSR Sonarpur and being Deed no. 4586 for the year 1980, the said Krishna Chandra Mondal sold 30 decimals of land comprised in the Southern portion of the said Land to Anil Chandra Saha.

III. By a Sale Deed dated 14 March 1989, and duly registered in the office of Registrar of Assurances Calcutta as Deed no.3048 for the year 1989, the said Anil Chandra Saha sold the said 30 decimals of land (equivalent to 18 cottahs of land) to Shree Nursing Electric Stores.

IV. By a Registered Sale Deed dated 8 January 1991, and duly registered in the office of R.A. Calcutta as Deed no.473 for the year 1991 the said Shree Nursing Electric Stores sold land measuring 7 cottahs out of the said 18 cottahs of land to Miss Manisha Mundhra.

V. By another Registered Sale Deed dated 16 August 1991 and duly registered in the office of R.A. Calcutta as Deed no.14149 for the year 1991 the said Shree Nursing Electric Stores sold land measuring 5 cottahs 8 chittacks to Smt. Swati Mundhra the Owner herein.

VI. By another Registered Sale Deed dated 17 August 1991, and duly registered in the office of R.A. Calcutta as Deed no.12127 for the year 1991 the said Shree Nursing Electric Stores sold 5 cottahs 8 chittacks its remaining rights in the said Land also to Smt.Swati Mundhra the Owner herein.

VII. By a Sale Deed dated 1 August 2005 and duly registered in the office of the Registrar of Assurances, Kolkata as Deed no. 11602 for the year 2005 the said Miss. Manisha Mundhra sold land measuring 7 cottahs to Smt. Swati Mundhra the Owner herein.

VIII. In view of the aforesaid, Smt. Swati Mundhra the Owner herein became owner of land measuring 30 decimals lying on the Southern side of the said Land which was originally purchased by Anil Chandra Saha by the said Sale Deed dated 23 October 1980.

IX. By a Sale Deed dated 15 October 1980 and duly registered in the office of ADSR Sonarpur as Deed no. 4587 for the year 1980 the said Krishna Chandra Mondal sold the Northern portion of the said Land measuring 30 decimals (equivalent to 18 cottahs of land) on the Northern side to Smt. Annapurna Saha.

X. By a Registered Sale Deed dated 14 March 1989, and duly registered in the office of R.A. Calcutta as Deed no.3047 for the year 1989 the said Smt. Annapurna Saha sold 10 decimals of such land to Smt. Bulka Devi Bahety.

XI. By another Registered Sale Deed also dated 14 March 1989, and duly registered in the office of R.A. Calcutta as Deed no.3046 for the year 1989 the said Smt. Annapurna Saha sold 10 decimals of such land to Raaj Kumar Bahety.

XII. By another Registered Sale deed also dated 14 March 1989, and duly registered in the office of R.A. Calcutta as Deed no.3049 for the year 1989 the said Smt. Annapurna Saha sold remaining 10 decimals of such land to Smt. Veena Bahety.

XIII. By another Registered Sale deed dated 8 February 1996, and duly registered in the office of DSR IV Alipore as Deed no.3102 for the year 1998 the said Smt. Veena Bahety sold land measuring 10 decimals purchased on 14 March 1989 to Smt. Swati Mundhra the Owner herein.

XIV. By another Registered Sale deed also dated 8 February 1996 and duly registered in the office of DSR IV Alipore as Deed no.3101 for the year 1998 the said Smt. Bulka Devi Bahety sold land measuring 10 decimals purchased on 14 March 1989 to Smt. Swati Mundhra the Owner herein.

XV. By another Registered Sale deed also dated 8 February 1996, and duly registered in the office of DSR IV Alipore as Deed no.3103 for the year 1998 the said Raaj Kumar Bahety sold land measuring 10 decimals purchased on 14 March 1989 to Smt. Swati Mundhra the Owner herein.

XVI. By reason of the aforesaid, Smt. Swati Mundhra the Owner herein became owner of the entire 30 decimals of land lying on the Northern side.

XVII. Smt. Swati Mundhra having purchased 30 decimals of land on the Southern side as also 30 decimals of land on the Northern side became owner of the whole of the said Land measuring 60 decimals.

XVIII. By a Development Agreement dated 3 February 2014 and duly registered in the office of the Additional Registrar of Assurances-I Kolkata as Deed no.924 for the year 2014 the Owner granted to the Developer exclusive development rights to construct the Building Complex on the said Land on the terms and conditions stated therein and, pursuant to the Development Agreement, the Owner by a Power of Attorney also dated 3 February 2014 and duly registered in the office of the Registrar of Assurances-III, Kolkata in Book no. IV as Deed no. 849 for the year 2014 duly authorised the Developer to enter into all agreements for sale of the saleable areas in the Building Complex and to sell and transfer the same and for that purpose to make, sign, execute all agreements for sale, sale deeds or transfer documents.

XIX. The Developer in pursuance of the development rights conferred upon it under the said Development Agreement and the said Power of Attorney appointed the Architect and prepared a Building Plan for development and construction of the Building Complex on the said Land.

XX. By a Building Plan, Sanction no 1989/CB/25/21 dated 05/02/2015 Rajpur-Sonarapur Municipality sanctioned the Plan and the Developer has commenced construction of the Building Complex on the said Land.

XXI. The Building Complex comprises of 2 (two) Blocks of building and each building contains several flats. The Building Complex also contains of several parking spaces and commercial spaces.

XXII. The Purchaser after satisfying himself of the right, title and interest of the Owner and the Developer in the said Land and/or the Building Complex is desirous of purchasing and/or acquiring the Unit.

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 _____ square feet more or less on _____ floor of the Building in the Block _____ 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 _____) per square feet of Super Built up Area at a Purchase Consideration of Rs._____ (Rupees _____) and the Parking Space as described in Part II of the Second Schedule hereunder at and for a Purchase Consideration of Rs._____ (Rupees _____).

1.2. The Developer shall construct the Building Complex and the Flat with standard building materials and 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 to the Developer 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 a 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. The Purchaser shall pay all installments of the Purchase Consideration stated in Article 1.1 hereinabove in accordance with the payment schedule specified in the Fifth Schedule hereunder to the following

Escrow Account of the Developer and the Owner:

- a) Name of the Account : Constructive Builders Pvt. Ltd.,Escrow A/c.
- b) Account no. : 201000274253
- c) Bank name :
- d) Branch name :
- e) Branch address :
- f) IFSC Code :
- g) MICR no. :

The Purchaser shall pay the purchase consideration either by making an electronic transfer of funds to the abovementioned Escrow Account of the Developer and the Owner or by delivering Bank Draft or by local account payee cheque drawn in favour of “Constructive Builders Pvt. Ltd.-Escrow Account” to the Developer.

2.2. It is recorded that on the date of execution of this sale agreement the Purchaser has paid a sum of Rs. (Rupees . .

) only on account of purchase consideration (receipt whereof the Developer and the Owner hereby admit and acknowledge).

2.3. The Purchaser shall pay the balance purchase consideration by transferring the fund electronically to the abovementioned Escrow Account of the Developer and the Owner or by delivering Bank Draft or Banker’s

cheque or by local account payee cheque drawn in favour of “Constructive Builders Pvt. Ltd.–Escrow Account” to the Developer.

2.4. The Purchaser shall pay MACD as stated in Article 1.6 hereinabove only to the Developer in the manner stated in the sixth Schedule hereunder.

2.5. The Purchaser shall be liable to pay Service Tax and Surcharges on the Purchase Consideration and MACD. Such Service Tax and Surcharges shall be payable by the Purchaser to the Developer in accordance with the bill(s) of the Developer.

2.6. The Vendors shall not be obliged to execute the Sale agreement or transfer document of the Unit in favour of the Purchaser until encashment of the cheques, if the payment is made by cheques.

2.7. 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.

2.8. 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 Owner or Developer.

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

2.10. 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.

2.11. 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 Developer shall construct the Building Complex in accordance with the Plan or any alteration or modification thereof.

3.2. The Developer shall complete construction of the Building including the Flat by **December'2018** 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 Developer.

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/- per square feet per month subject to a limit of 25% of the amounts paid by the Purchaser towards price 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer.

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 entitled to all rents issues and profits thereof 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 Developer 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 Developer 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 inspite of such notice, the Purchaser fails to remedy such breach / default then notwithstanding anything contained in this Agreement, the Developer 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 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 shall be obliged to refund such amount to the Purchaser upon the Purchaser returning or surrendering the original of this Agreement to the Developer. 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 Developer.

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 Unit is a residential unit and 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 Developer/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 Developer 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. After expiry of atleast one year from the date of completion of construction of the Building Complex on the said Land the Developer 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.

7.3. Upon the Vendors making additional constructions in exercise of their rights as stated in Article 8.1 hereunder, the purchasers of such additional flats/units shall also be unconditionally admitted as members of the Association.

7.4. Until formation of the Association, the Developer 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.

7.5. 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.

7.6. If the maintenance bills remain in arrear for a period of two months or more, the Developer 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.

7.7. 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 Developer 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.

7.8. 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 Developer.

7.9. It shall be duty of the Purchaser to collect all maintainance and electricity bills (if electricity is supplied by the Developer / Association) from the office of the Developer /Association in the Building Complex during normal working hours and pay the same.

ARTICLE 8.0 : RIGHTS RESERVED UNTO THE VENDORS

8.1. 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.

8.2. The purchasers of the flats and/or units on the additional constructions made under Article 8.1 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.

8.3. Notwithstanding anything contained herein the Developer 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 Developer and its men and vehicles shall have free ingress and egress to and from the Building Complex.

8.4. The Developer 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.

8.5. The Developer shall have right to display advertisements and put hoardings in the Building Complex for sale of the units and the Parking Spaces in the Building Complex until complete sale thereof.

8.6. The Association and/or the Developer 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.

8.7. Upon formation of the Association for managing and maintaining the Building Complex one nominee and/or representative of the Developer 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 Developer and/or the nominee or representative of the Developer in the managing committee of the Association atleast seven days before the date of such meeting. Provided however the Developer may at its sole discretion waive such right at any time.

8.8. The Developer 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 Developer 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.

8.9. The Developer 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 Developer 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 Developer shall have no liability therefor.

8.10. The Building Complex shall always be known as “ATRI GREEN ENCLAVE” and the such name shall not be changed without prior written consent of the Developer.

8.11. 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 outstanding or 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 Developer 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 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 Developer. If the Purchaser desires to assign or transfer his rights under this Agreement then the Purchaser shall first offer the same to the Developer 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 Developer 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 Developer 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 or the Developer 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 Developer in writing and similarly the notices required to be given by the Purchaser to the Vendors or the Developer 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 Developer 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 Developer and every director of the Developer 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 Developer 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 Developer 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 Developer 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. It is made clear that the Developer as the constituted attorney of the Owner shall execute and register such Sale Deed on behalf of the Owner.

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 Jhunjhunwala, Solicitor & Advocate of Hastings Chambers, 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 Developer 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 Jhunjhunwala, 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 or parcels of land measuring 60 decimals more or less in L.R. Khatian no.416 and comprised in R.S. Dag no.280 corresponding to L R Dag no.464 in Mouja Dhamaitala P S Sonarpur in the District of 24-Parganas (South) and now numbered as Holding nos. 256, Dwarir Road in Ward no.25 of Rajpur-Sonarpur Municipality, South 24 Pargannas West Bengal and butted and bounded as follows :-

On the NORTH	:	By R.S. Dag No. 517 & 518
On the EAST	:	By R.S. Dag No. 278 & 279
On the SOUTH	:	By Municipality Road
On the WEST	:	By Municipality Road

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 Building Complex being constructed on the said Land described in the First Schedule hereinabove and named and known as **ATRI GREEN ENCLAVE ;**

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 open / 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
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 / marble

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

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) Tube well with pump and machine room
- 8) Water pump, water tank and reservoir (overhead and underground), water pipes and other common pumping installations and spaces required thereto

- 9) Fire fighting Equipments
- 10) Electrical rooms, electrical sub – stations, common electrical wiring, Meter room, Transformers, Generator and its accessories meant for common use
- 11) Drainage and sewerage evacuation pipes from the unit to drains and sewers common to the said premises
- 12) 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) Intercom and satellite TV Connection in the Flat
- 2) Posh decorated lobby
- 3) Round the clock security
- 4) Children's play area
- 5) 24 hour backup generator (conditions apply*)
- 6) 24 hour running water with iron and hardness removal water filtration plant
- 7) CCTV at the entrance and lobby of the building
- 8) Air conditioned Community hall
- 9) Air conditioned games room
- 10) Badminton court
- 11) Garden Courtyard
- 12) Decorative Common terrace
- 13) Kids Fun Pool
- 14) Air Conditioned Gym
- 15) Lift lobbies and lift wells on all the floors
- 16) Lift installations and Machine Room

**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.	Within 10 days of application	20% of Purchaser 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 2 nd floor slab casting	15% of Purchaser consideration of Unit being
5.	On completion of 4 th floor slab casting	15% of Purchaser consideration of Unit being
6.	On completion of Brickwork	10% of Purchaser consideration of Unit being
7.	On completion of Plastering of said unit (1 st to 4 th floor)	10% of Purchaser consideration of Unit being
8.	On completion of flooring of said unit (1 st to 4 th floor)	10% of Purchaser consideration of Unit being
9.	On Possession of the Unit	10% of Purchaser consideration of Unit being
TOTAL		Rs.

(Rupees _____ only)

N O T E

1. Service Tax including Cess and Surcharge if any shall be payable at applicable rates on date of payment against each installment additionally

2. The entire Service Tax and Surcharge on the Purchase Consideration or any installment thereof shall be payable by the Purchaser to the Developer only.

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

- 1) Service Tax : An amount equivalent to the Service Tax including Cess and Surcharge 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 instalment thereof. Besides Service Tax on the Unit, the Purchaser shall also be liable to pay Service Tax on the remaining items of MACD as applicable and at the time of payment of the same.
- 2) 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.
- 3) Sinking Fund : An amount equivalent to Rs. 24/- per square feet of the Super Built up Area of the Unit shall be payable towards SINKING FUND.
- 4) Electricity : An amount on actual as certified and computed by the project electrical engineer shall be payable towards WBSEB line expenses upto LT line cables including cost of transformer and surcharge. This amount shall be payable along with the installment payable for completion of forth flooring of the units.
- 5) 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.
- 6) Generator : An amount equivalent on actual as certified and computed by the project electrical engineer towards generator charges. shall be payable 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 payable for completion of forth floor slab casting.

- 7) Mutation : The actual amount payable to the local municipality for municipal mutation fees and outgoings as the case may be
- 8) 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.

NOTE : Except the Service Tax and Surcharge on the Purchase Consideration the Legal Charges, Electricity and Generator all other costs and deposits, such as, Facilities and Amenities charges, Maintenance Deposit, Reserve Fund, shall be payable by Bank Draft or account payee cheque issued in the name of the Developer and at or before the Possession Date or the Registration Date whichever is earlier.

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 Developer 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 Developer 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 Developer 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 usual rights easements and/or quasi-easements.
- (v) To observe the rules and regulations framed by the Developer 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 OWNER at Kolkata

SIGNED AND DELIVERED on behalf
of the withinnamed DEVELOPER at Kolkata

SIGNED AND DELIVERED by the
withinnamed PURCHASER at Kolkata

Witnesses to All :-

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____
