

## AGREEMENT FOR SALE

This **AGREEMENT TO SALE ("Agreement")** is entered into on this ..... day of ..... 2018 at .....**BY AND BETWEEN:**

**AKASHDEEP INTERTRADE PRIVATE LIMITED (PAN AADCA9088J)** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 4 B. B. D. Bagh, Stephen House, Room No. 25, 2<sup>nd</sup> Floor, P.O. G.P.O, Police Station Hare Street, Kolkata – 700 001, **(2) CONCRETE MERCANTILES PVT. LTD. (PAN AABCC0988K)** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 10, Belvedere Road, Amar Jyoti Apartment, Post Office and Police Station- Alipore, Kolkata-700 027, **(3) CRYSTAL MERCANTILES PRIVATE LIMITED (PAN AABCC0421H)** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at Space Tower, Block-A, 4<sup>th</sup> Floor G-8, Rabindra Pally, P.O. Deshbandhu Nagar, Police Station Baguihati, Kolkata 700 059, **(4) CYBERWOOD MERCHANDISE PVT. LTD. (PAN AABCC0419K)** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 24, Madan Mohan Talla Street, P.O.- Hatkhola, P.S. Jorabagan, Kolkata-700005, **(5) DEALMARK SALES PVT. LTD. (PAN AACCD3108R)** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 35/1, Ahir Pukur Road, Post Office - Ballygunge, Police Station - Ballygunge, Kolkata - 700019, **(6) EAGEL HOUSING PRIVATE LIMITED (PAN AAACE 5466H)**, a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 230A, A.J.C. Bose Road, 10<sup>th</sup> Floor, Police Station- Bhawanipore, Post Office- Elgin Road, Kolkata-700 020, **(7) ESQUIRE COMMERCE PVT. LTD. (PAN AAACE5611L)** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 1/1B, Upper Wood Street, Post Office-Circus Avenue, Police Station- Shakespeare Sarani, Kolkata-700 017, **(8) GAJANAN PROMOTERS PRIVATE LIMITED (PAN AABCG 0411F)**, a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at Puranmal Behani Road, Police Station-Nischinda (Bally), Post Office- Sapuipara, Howrah- 711227, **(9) GREENTECH IT CITY PRIVATE LIMITED (PAN AACCA6348Q)** (previously Vedic Diamond IT Links Pvt. Ltd. and Prior thereto Akash Nirman Pvt. Ltd.) a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 1/1B, Upper Wood Street, P.O. Circus Avenue, Police Station Shakespeare Sarani, Kolkata 700 017, **(10) KOKILA TIE UP PRIVATE LIMITED (PAN AADCK2711L)** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 4, Lee Road, Ground Floor, Vaibhav Market, Post Office- Elgin Road, Police Station- Bhawanipore, Kolkata-700 020, **(11) MARAL PROPERTIES PVT. LTD. (PAN AABCM 7065R)** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 2, Ho Chi Minh Sarani, Flat No. 3C, 3<sup>rd</sup> Floor, Saket Building, Post Office- Middleton Row, Police Station- Shakespeare Sarani, Kolkata-700 071, **(12) NIPPON AGENCIES PVT. LTD. (PAN AACN9117A)** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at No. 103, Niharika, 17/1C, Alipore Road, Post Office and Police Station- Alipore, Kolkata-700 027, **(13) PRIYADARSHNI HOUSING PVT. LTD. (PAN AABCP 5028K)** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 25, Park Lane, P.O. & P.S. Park Street, Kolkata-700016, **(14) SHALINI FARMS PRIVATE LIMITED,** (PAN AAEC5637A) a Company duly registered and incorporated under the provisions of the Companies Act, 1956 and having its registered office at 1/1B, Upper Wood Street, Post Office-Circus Avenue, Police Station- Shakespeare Sarani, Kolkata 700 017, **(15) STERLING TOWERS PVT. LTD. (PAN AADCS7992P)** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at Swastic Centre, P-8, Chowringhee Square, 4<sup>th</sup> Floor, P.O. Esplanade, P.S. Hare

Street, Kolkata-700069 **(16) XCLUSIVE COMMERCE PVT. LTD. (PAN AAACX 0108M)** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 1/1B, Upper Wood Street, Post Office- Circus Avenue, Police Station-Shakespeare Sarani , Kolkata 700 017, **(17) VIDRIK REALTY PRIVATE LIMITED (PAN AADCV8958Q)** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at Swastic Centre, P-8, Chowringhee Square, 4<sup>th</sup> Floor, P.O. Esplanade, P.S. Hare Street, Kolkata-700069 all represented by their authorised signatory namely **SRI PAWAN KUMAR SHARMA (PAN ALTPS0890C)** son of Late Banwari Lal Sharma by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017 **(17) ALOKA BISWAS (PAN BVOPB6004R)**, wife of Sadhan Chandra Biswas, by faith-Hindu, by occupation-Household, by Nationality- Indian, residing at Village Bajetaraf, Post Office-Shikharpur, Police Station-Rajarhat, Pin-743510 duly represented by its constituted attorney **SRI SONU KUMAR SHARMA (PAN BNBPS2375F)** son of Sri Hari Kishan Sharma by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017. **(18) DIBAKAR BISWAS (PAN AJJPB6190N)**, son of Sadhan Chandra Biswas, by faith-Hindu, by occupation-Business by Nationality- Indian, residing at Village Bajetaraf, Post Office-Shikharpur, Police Station-Rajarhat, Pin-743510 duly represented by its constituted attorney **SRI PAWAN KUMAR SHARMA (PAN ALTPS0890C)** son of Late Banwari Lal Sharma by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017. **(19) DIPANKAR BISWAS (PAN AKXPB3818H)**, son of Sadhan Chandra Biswas, by faith-Hindu, by occupation-Business by Nationality- Indian, residing at Village Bajetaraf, Post Office-Shikharpur, Police Station-Rajarhat, Pin-743510 duly represented by its constituted attorney **SRI PAWAN KUMAR SHARMA (PAN ALTPS0890C)** son of Late Banwari Lal Sharma by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017. **(20) GOBARDHAN NASKAR (PAN AHKPN4864C)**, son of Late Ananta Kumar Naskar, by faith-Hindu, by occupation-Business by Nationality- Indian, residing at Village Bajetaraf, Post Office-Shikharpur, Police Station-Rajarhat, Pin-743510 duly represented by its constituted attorney **SRI PAWAN KUMAR SHARMA (PAN ALTPS0890C)** son of Late Banwari Lal Sharma by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017. **(21) PRABIR BISWAS (PAN ALQPB6286N)**, son of Rabin Biswas, by faith-Hindu, by occupation-Business by Nationality- Indian, residing at West Para, Chandpur, Post Office-Shikharpur, Police Station-Rajarhat, Pin-743510 duly represented by its constituted attorney **SRI PAWAN KUMAR SHARMA (PAN ALTPS0890C)** son of Late Banwari Lal Sharma by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017. **(22) SATISH CHANDRA NASKAR (PAN AJDPN4595R)**, son of Late Pran Krishna Naskar, by faith-Hindu, by occupation-Business by Nationality- Indian, residing at Village Bajetaraf, Post Office-Shikharpur, Police Station-Rajarhat, Pin-743510 duly represented by its constituted attorney **SRI PAWAN KUMAR SHARMA (PAN ALTPS0890C)** son of Late Banwari Lal Sharma by faith Hindu, having office at 1/1B, Upper Wood Street, P.S.: Shakespeare Sarani, P.O.: Circus Avenue, Kolkata-700017 herein after referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include (as the case may be) their respective successor or successors-in-office and/or assigns and /or their legal heirs and representatives, administrators, executors and assign(s) of the **FIRST PART**.

AND

**GREENTECH IT CITY PRIVATE LIMITED (PANAACCA6348Q)** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 1/1B, Upper Wood Street, P.O. Circus Avenue, P.S. Shakespeare Sarani, Kolkata 700 017, duly represented by its authorised Signatory ..... (..... hereinafter called and referred to as "**DEVELOPER**"(which term or expression shall unless excluded by or repugnant to the subject

or context be deemed to mean and include its successor or successors in office and/or assigns) , of the **SECOND PART**

AND

..... (PAN .....)  
hereinafter called and referred to as "**PURCHASER**"(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and/or assigns) , of the **THIRD PART**

"**Parties**" shall mean collectively the Owner/Developer and the Purchaser and "**Party**" means each of the Owner/Developer and the Purchaser individually.

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

WHEREAS:

**Definitions.** - For the purpose of this Agreement for Sale, unless the context otherwise requires,---

"**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).

"**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

"**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

"**section**" means a section of the Act.

**ALL THAT** Piece and Parcel of Land comprised in the **FIRST SCHEDULE being total land measuring 512.20 Decimals** (more or less) spread over Dag Numbers 91, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 113, 226, 232, 233, 234, 232/1233, 233/1234, 233/1245, under various Khatian Numbers as mentioned in the second Schedule within Mouza Bajetaraf, Chandpur Gram Panchayet, JL No 50 Police Station Rajarhat, Dist North 24 Parganas) within Mouza Bajetaraf, Chandpur Gram Panchayet, JL No 50, Police Station Rajarhat, Dist North 24 Parganas (morefully and particularly described in **PART-I** of the **FIRST SCHEDULE** and hereinafter referred to as the **PROJECT AREA**).

The Land Owners and Developer have mutually decided to develop the land described in **Part-II** of the First Schedule and hereinafter referred to as **SECOND PHASE** of **SMART HOME RESIDENCY I** comprising of three Blocks, namely Block 4,5 and 6.

The manner in which the Owners above named have acquired right, title and interest in the land forming part of the present development programme are as detailed in SCHEDULE G below

The Developer is in the process of developing a Project namely **GREENTECH CITY** in phased manner and for the purpose the Owners and the Developer have entered into a Development Agreement for the construction of a Project/Phase named "**SMART HOME RESIDENCY - I**".

The Project has been demarcated and identified by various Phases and one of the Phase being **"SMART HOME RESIDENCY - I"** shall consist of Flats/ Units which shall comprise of various blocks;

The Purchasers herein intending to purchase one Unit identified as **ALL THAT UNIT No:....."** **Block no.:.....**, comprised in ..... **Floor**, having a **total super built up area of .....** **square feet** more or less  $\pm$  along with undivided proportionate share in the land underneath the building wherein the unit situate Together With right to Park ..... **Medium Sized Car measuring about .....** **sq. ft.** more or less at the demarcated space located in the said Block and together with the right to use the amenities and facilities in the Project, hereinafter collectively referred to as the **SAID UNIT** and the parties entered into an Agreement for Sale dated ..... The said terms and conditions as contained in the said Agreement for Sale are binding on the Purchasers and its successors-in-interest and/or successors-in-title.

The Developer and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

The Developer is fully competent to enter into this Agreement pursuant to the terms and conditions of the Development Agreement

The Concerned North 24 Parganas Zilla Parishad has granted the commencement certificate to develop the project vide approval dated \_\_\_\_\_ bearing no. \_\_\_\_\_;

The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from North 24 Parganas Zilla Parishad. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable ;.

The Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_;

The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, ----- type, on ----- floor in [tower/block/building] no. \_\_\_\_\_ ("Building") along with garage/covered parking no. \_\_\_\_\_ measuring \_\_\_\_\_ square feet in the \_\_\_\_\_ as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule B** and the floor plan of the apartment is annexed hereto and marked as **Schedule B-1** ) ;

The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein and the purchaser understands that The Project Smart Home Residency I and/or Smart Home Residency shall be developed in phases and the land being subject matter of this Agreement shall form one phase of such phases of Smart Home Residency. It being agreed that for the purposes of this Agreement and for the purposes of marketing, launching construction the land area for each phase shall and/or may differ and /or vary to the extent as the Developer deems fit and proper and The phases of Smart Home Residency I and/or Smart Home Residency shall be designed by the Developer only considering the best available layout and orientation of the project, the best possible elevation and aesthetics and the integration of

each phase with the adjacent phase for connecting all the phases of the Project and Each phase shall have the right of access over all roads, pathways, infrastructure, communication system and integration thereof and/or addition thereto as may be required and that the Developer and the owner jointly shall be entitled to expand the project by adding any other piece or parcel of land adjoining or contiguous to the (hereinafter referred to as the Additional Area) subject to the Owner of the said Land being desirous of being a part of the project and any area which is included in the project with the concurrence of all the parties hereof and the concurrence of the respective land owner of the said Land, the Building/Units which are constructed in such additional area shall be entitled to all facilities and/or utilities existent in the Schedule land including but not limited to connecting the drainage, sewerage, transformer, generator, cable ducts, water lines, and such other facilities and/or amenities and/or utilities which are to be intended to be provided in project and It shall be independent and a right secured with the developer to enlarge and/or extend and/or expand the said project and construct additional blocks in the adjoining land and the right to open an access for ingress and egress to the adjoining land in such manner.

The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter ;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment] and the garage/covered parking (if applicable as specified in para G.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows :

TERMS :

Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment ] as specified hereunder.

The Total Price for the [Apartment ] based on the carpet area is  
 Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only ("**Total Price**") (Give break up and description) :

Block/Building/Tower No. _____ Apartment No. _____ Type _____ Floor _____	Rate of Apartment per square feet*
--	------------------------------------

Garrage/Covered parking-1	
Total price (in rupees)	

\*The amounts includes the cost of apartment, cost of exclusive balcony of verandah areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para II etc., if/as applicable.

**The** Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer , by whatever name called) up to the date of handing over the possession of the Apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate :

**Provided** that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the Developer shall be increased/reduced based on such change / modification :

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

The Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

The Total Price of Apartment ] [includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/ Plot] and the Project.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

The Allottee(s) shall make the payment as per the payment plan set out in **Schedule 'C' ("Payment Plan")**.

The Developer may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ ----- % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Developer .

It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D' and Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act:

Provided that the Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Developer shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the charges, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer . If there is reduction in the carpet area then the Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule 'C' . All the monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

Subject to para 9.3 the Developer agrees and acknowledges, the Allottee shall have the right to the [Apartment ] as mentioned below :

The Allottee shall have exclusive ownership of the [Apartment ];

- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the [Apartment/ Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities , amenities and specifications to be provided within the [Apartment/ Plot] and the Project.:
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and the Apartment , as the case may be.

It is made clear by the Developer and the Allottee agrees that the [Apartment ] along with \_\_\_\_\_ garage/ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

The Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Developer fails to pay all of any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to



the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the [Apartment ] at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment ] as prescribed in the Payment Plan [Schedule 'C'] as may be demanded by the Developer within the timer and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

MODE OF PAYMENT :

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payment on written demand by the Developer , within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of \_\_\_\_\_ payable at \_\_\_\_\_

COMPLIANCE OF LAWS RELATING TO REMITTANCES :

14.1 The Allottee, if resident outside India, shall be solely responsible for complying

with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and t he Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign, Exchange Management Act, 1999of the statutory enactments or amendments threreof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

14.2 The Developer accepts no responsibility in regard to matters specified in para

14.1 above. The Allottee shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the

Developer immediately and comply with necessary formalities in any under the applicable laws. The Developer shall not be responsible towards any third party making payment. Remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only.

#### ADJUSTMENT/APPROPRIATION OF PAYMENTS :

The Allottee authorizes the Developer to adjust appropriate all payments made by him/her under any head(s) of due against lawful outstanding of the allottee against the [Apartment ], if any, in his/ her name and the Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

#### TIME IS ESSENCE :

The Developer shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the [Apartment ] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

#### CONSTRUCTION OF THE PROJECT / APARTMENT :

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment ] and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer . The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Act and shall not have an option to make any variation / alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

#### POSSESSION OF THE APARTMENT :

##### 18.1 Schedule for possession of the said [Apartment ] –

The Developer agrees and understands that timely delivery of possession of the [Apartment ] to the allottee and the common areas and the common areas to the association of allottees or the

competent authority. As the case may be, is the essence of the Agreement. The Developer assures to hand over possession of the [Apartment ] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on \_\_\_\_\_ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure."). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the [Apartment ] :

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented . The Allottee agrees and confirms that, in the event it becomes impossible for the Promote r to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 45 days from that date. The Developer shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees tht he/she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

**18.2 Procedure for taking possession.** - The Developer , upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the [Apartment ], to the Allottee in terms of this Agreement to be taken within two months from the dat of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the Developer within 3 months from the date of issue of occupancy certificate]. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer . The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Developer /association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Developer shall hand over the occupancy certificate of the apartment/ plot, as the case may be, to t he Allottee at the time of conveyance of the same.

18.3 Failure of Allottee to take Possession of [Apartment ].

Upon receiving a written intimation from the Developer as per para 7.2., the Allottee shall take possession of the [Apartment ] from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer shall give possession of the [Apartment ] to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

**18.4 Possession by the Allottee.** – After obtaining the occupancy certificate\* and

Handing over physical possession of the [Apartment ] to the Allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of Allottees or the cojpetnent authority, as the case may be, as per the local laws :

Provided that, in the absence of any local law, the Developer shall hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

**Cancellation by Allottee.** - The Allottee shall have the right to cancel/ withdraw

his allotment in the Project as provided in the Act :

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Developer , the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Developer to the Allottee within 45 days of such cancellation.

**Compensation .** ---- The Developer shall compensate the Allottee in case of any

loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the [Apartment ] (i) in accordance with the terms of the Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Developer shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment ], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due :

Provided that where if the Allottee does not intend to withdraw from the Project, the Developer shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment ] which shall be paid by the Developer to the allottee within forty-five days of it becoming due.

**REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER :**

The Developer hereby represents and warrants to the Allottee as follows : The Landowner's title to the Project Land is absolute, clear and marketable and the Developer has the requisite rights to carry

out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project ;

(iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment ] ;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment ] are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation the Project, said Land, Building and [Apartment ] and common areas;

(vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said [Apartment ] which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said [Apartment ] to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Developer shall hand over lawful, vacant, peaceful , physical possession of the [Apartment ] to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be ;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Developer has duly paid and shall continue to pay and discharge all

governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and/or the Project.

#### EVENTS OF DEFAULTS AND CONSEQUENCES :

9.1 Subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events :

Developer fails to provide ready to move in possession of the [Apartment ] to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

Discontinuance of the Developer 's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

In case of Default by Developer under the conditions listed above, Allottee is entitled to the following:

Stop making further payments to Developer as demanded by the Developer . If the Allottee stops making payments the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Apartment], which shall be paid by the Developer to the Allottee within forty-five days of it becoming due.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events :

In case the Allottee fails to make payments for consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules;

In case of Default by Allottee under the condition listed above continues for a period beyond \_\_\_\_\_consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the [Apartment] in favour of the

Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

Provided that the Developer shall intimate the Allottee about such termination at least thirty days prior to such termination.

CONVEYANCE OF THE SAID APARTMENT :

The Developer, on receipt of Total Price of the [Apartment] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate\* and the completion certificate, as the case may be, to the Allottee:

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Developer within 3 months from the date of issue of occupancy certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promotr is made by the Allottee.

MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT :

The Developer shall be responsible to provide and maintain essential services in the till the taking over of the maintenance of the project by the association of Allottees upon the

issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment ].

**DEFECT LIABILITY :**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer 's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**RIGHT TO ENTER THE APARTMENT FOR REPAIRS :**

The Developer /maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the [Apartment ] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**USAGE :**

**Use of Basement and Service Areas :** The basement(s) and service areas, if any, as located within the (project name), shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

**COMPLIANCE WITH RESPECT TO THE APARTMENT :**

28.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment ] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment ] or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment ] and keep the [Apartment ], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

28.2 The Allottee further undertakes, assures and guarantees that he/she would



not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas, The Allotees shall also not change the colour scheme of the outer walls of painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment ] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the [Apartment ].

28.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Allottees and/or maintenance agency appointed association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES :**

The Parties are entering into this Agreement for the allotment of a [Apartment ] with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

**ADDITIONAL CONSTRUCTIONS :**

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

**DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE :**

After the Developer executes this Agreement he shall not mortgage or create a charge on the [Apartment /Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment /Building] .

**19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT) :**

The Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of the \_\_\_\_\_ [Please insert the name of the Apartment Ownership Act. The Developer showing compliance of various laws/regulations as applicable in \_\_\_\_\_

**20. BINDING EFFECT :**

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promote. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before

the Sub-Registrar for its registration as and when intimated by the Developer , then the Developer shall serve a notice to the Allottee for rectifying th default, which is not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT :

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment /building, as the case may be.

22. RIGHT TO AMEND :

This Agreement may only be amended through written consent of the Parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON

ALLOTTEE/SUBSEQUENT ALLOTTEES :

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the [Apartment ] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the [Apartment ], in case of a transfer, as the said obligations go along with the [Apartment ] for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE :

24.1 The Developer , at its sole option and discretion, without prejudice to

its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plant [Annexure `C` ] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Developer in the case of one Allottee shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other Allottees.

24.2 Failure on the part of the Parties to enforce at any time or for any

Period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY :

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE

WHEREVER REFERRED TO IN THE AGREEMENT :

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment ] bears to the total carpet area of all the [Apartment s] in the Project..

27. FURTHER ASSURANCES :

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION :

The execution of this Agreement shall be completed only upon its execution by the Developer through its authorized signatory at the Developer 's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Developer or simulatenously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at \_\_\_\_\_ (specify the

address of the Sub-Registrar) . Hence this Agreement shall be deemed to have been executed at

\_\_\_\_\_

## 29 . NOTES

That all notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by Registered Post at their respective addresses specified below:

\_\_\_\_\_ Name of Allottee

\_\_\_\_\_ (Allottee Address)

M/s. \_\_\_\_\_ Developer name

\_\_\_\_\_ (Developer Address)

It shall be the duty of the Allottee and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Allottee, as the case may be.

## 30. JOINT ALLOTTEES :

That in case there are Joint Allottees all communications shall be sent by the Developer to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

## **31. SAVINGS :**

Any Application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be

construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32 . GOVERNMENT LAW :

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33 . DISPUTE RESOLUTION :

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

[Please insert any other terms and conditions as per the contractual understanding between the parties. However, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder].

**THE SCHEDULE 'A' ABOVE REFERRED TO**

**Part-I (Smart Home Residency I)**

**ALL THAT** the piece and parcel of land forming a part and parcel of GreenTech City and measuring **512.2 Decimals** and lying and situate at L. R. Plot Nos. 91, 97, 102 to 110, 113, 226, 232 to 234, 232/1233, 233/1234, 233/1245. within, Mouza –, Bajetaraf, Police Station – Rajarhat under Chandpur Panchayet District Sub Registry Office at A.D.S.R. Bidhan Nagar (Salt Lake) District –North 24 Parganas, West Bengal together with the messuages, tenements, hereditaments, premises and others thereof being butted and bounded in the following manner:

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

ON THE NORTH:

**Part-II (Second Phase of Smart Home Residency I)**

**ALL THAT** the piece and parcel of land forming a part and parcel of GreenTech City and measuring **203 Decimals** more or less and lying and situate at L. R. Plot Nos. 102 103, 104, 106 and 234, within, Mouza –, Bajetaraf, Police Station – Rajarhat under Chandpur Panchayet District Sub Registry Office at A.D.S.R. Bidhan Nagar (Salt Lake) District –North 24 Parganas, West Bengal together with the messuages, tenements, hereditaments, premises and others thereof being butted and bounded in the following manner:

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

ON THE NORTH:

THE SCHEDULE 'B' ABOVE REFERRED TO

Block/Building/Tower No. _____ Apartment No. _____ Type _____ Floor _____	Rate of Apartment per square feet*
Garrage/Covered parking-1	

Together with the undivided impartible proportionate share in the land and proportionate right over the Common Areas and Portions

THE SCHEDULE 'B-1' ABOVE REFERRED TO

PLAN OF THE APARTMENT MARKED AS SCHEDULE 'B-1' IN SEPARATE SHEET

THE SCHEDULE 'C' ABOVE REFERRED TO

Payment Plan

Sl.	Particulars	Amount Payable
1.	On Booking	10% plus G.S.T.
2.	On Agreement	20% plus G.S.T.
3.	On Completion of Piling	10% plus G.S.T.
4.	On Completion of Ground Floor Casting	7.5% plus G.S.T.
5.	On Completion of 2nd Floor Casting	7.5% plus G.S.T.
6.	On Completion of 4 <sup>th</sup> Floor Casting	7.5% plus G.S.T.
7.	On Completion of 6 <sup>th</sup> Floor Casting	7.5% plus G.S.T.
8.	On Completion of 8 <sup>th</sup> Floor Casting	7.5% plus G.S.T.
9.	On Completion of Roof	7.5% plus G.S.T.

10.	On Completion of Brick Work	5% plus G.S.T.
11.	On Completion of Finishing	5% plus G.S.T.
12.	On Possession	5% plus G.S.T.
	Total	100% Plus G.S.T.

**THE SCHEDULE 'D' ABOVE REFERRED TO**

**Specifications**

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

**THE SCHEDULE 'E' ABOVE REFERRED TO**

**Common Amenities**

A. COMMON PARTS and PORTIONS in the BLOCK.

a) Lift.

- b) 24 hrs Water Supply.
- c) Fire Fighting Arrangements.
- d) Staircase.

## **PART-II**

### **B. COMMON PARTS and PORTIONS in the COMPLEX.**

- a) Club
- b) Community Hall
- c) Swimming Pool;

## **THE SCHEDULE 'F' ABOVE REFERRED TO**

### **Terms & Conditions**

- a) PARKING SPACE:** If Space has been sold (Open or Covered) for Parking of a Medium Sized Motor car on the Stilt Level. The right is restricted to parking of a motor car and the Purchaser shall not make any construction of any nature whatsoever (**temporary** or permanent) in the Parking Space The Purchaser shall keep the Unit and the Parking Space in good tenable state and condition and in the same manner in which the same shall have been delivered to the concerned Unit-Purchaser by the Owner/Developer.
- b) ROOF/TERRACE:** The Purchaser shall have the non-exclusive and limited user right to use the Roof /Terrace. The Purchaser shall not make any construction of any nature whatsoever (temporary or permanent) on such Roof / Terrace. It is however clarified that the ownership of such Roof / Terrace (as also the right of further construction / exploitation thereon) shall remain that of the Developer.
- c) INGRESS EGRESS:** For the purpose of ingress and egress, all of the Unit-Purchasers in a particular Block shall be entitled to use the staircase, lift and the corridor common to that particular Block, Such staircase shall be leading from the Ground Floor level to the Upper Floor Levels.
- d) EASEMENTS** Notwithstanding anything elsewhere to the contrary herein contained, each Unit-Purchaser (including the Developer) shall be entitled to the following easements and rights and similarly be subject to similar easements and rights of the other Unit-Purchasers as also the Developer.
- e) Easements quasi-easements appendages and appurtenances whatsoever** belonging to or in any way appertaining to Units as usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto.
- f) The right of access and way in common** with the Developer and/or other Unit-Purchasers at all times and for all normal residential purposes connected with the use and enjoyment of the common areas installations and facilities to which they are entitled to.
- g) The right of way in common as aforesaid** at all times and for all purposes connected with reasonable use and enjoyment of the Unit Provided Always and it is hereby declared and clarified that nothing herein contained shall permit the Unit-Purchaser or any person deriving title under him or his servants agents and invitees to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or persons including the Developer and the other Unit-Purchasers entitled to such way as aforesaid. The said right of way have been granted to pass and repass along the common passageways in the project and/or any part thereof by day or by night with or without vehicles of any description and with or without animals for all purposes.



- h)** The right of protecting of the Unit by and from all parts of the block as far as they are normally protected.
  - i)** The requirement & right of flow in common as aforesaid of electricity water and waste or soil from and to the Unit through pipes drains wires and conduits lying or being in under thorough or over the other parts of the Project / Block (as applicable) so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Unit.
  - j)** The right with or without workmen and necessary materials to enter from time to time upon the other parts of the Project/Block (as applicable) for the purpose or rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid and also for the purpose of rebuilding, repairing, replacing or cleaning any art or parts of Project/ Block (as applicable and the Common Areas and Installations insofar as such rebuilding repairing replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forth-eight hours previous notice in writing of his intention so to enter to the person affected thereby.
- 1)** – The following rights have been reserved by the Developer :
- a.** The right to make any further construction by constructing further blocks
  - b.** The Right to move men materials and equipment for the completion of GreenTech City.
  - c.** The right to install Dish Antenna, Telecom Tower etc and retain the benefits to arise there from.
  - d.** The right of access over all roads, pathways, infrastructure, communication system and integration thereof and/or addition thereto as may be required.
  - e.** The Purchaser/s acknowledge/s at or before entering these presents that the Developer has made known to the Purchaser/s that the Developer has already acquired and /or shall be entitled to acquire any other piece or parcel of land adjoining or contiguous to the First Schedule land for the other phases of GreenTech City and/or other phases of Smart Home (hereinafter referred to as the Additional Area) and shall be entitled to provide all facilities and/or utilities existent First Schedule land to any new building and/or buildings which may be constructed on the said Additional Area including any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions of the said First Schedule land to the new building and/or buildings which may be constructed on the Other phases of Smart Homes and /or GreenTech City including drainage, sewerage, transformer, generator, cable ducts, water lines, and such other facilities and/or amenities and/or utilities which are to be provided in the said Complex.
  - f.** It shall be independent and a right secured with the Vendors to enlarge and/or extend and/or expand the said project and construct additional blocks in the adjoining land that may be acquired subsequently by the Vendors, the purchaser(s) in that event shall raise no objection in any manner whatsoever and shall cooperate with the Vendors and the vendors shall every right to open an access for ingress and egress to the adjoining land in future and the Purchasers have no objection in any manners.
  - g.** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate its future plans regarding the Schedule Property and Other adjacent properties developed by the Developer herein and the Purchasers herein hereby accept the same and the Purchasers shall not, under any circumstances, raise any objection or hindrance thereto

- h. The common amenities may be located at any of the adjacent property or on the schedule property. Then and in such event such part of the adjacent projects shall be deemed to be an extension of Greentech City however, the land share being agreed to be transferred to the Buyers shall only extend to the land underneath the said building and not under any circumstances extend to and include any other part or portion of the schedule property or the adjacent projects. The Buyers hereby accept the same and shall not under any circumstances, raise any objection or hindrance in this regard.
- i. The boundary walls, gates connecting existing roads to future roads, common portions shall be decided by the Developer.

**THE SCHEDULE 'G' ABOVE REFERRED TO**

**History of Title**

OWNER	DAG NO.	AREA	DEED NO.	DEED DATE	BOOK NO.	VOLUME NO.	PAGE	TO	YEAR	REG AT
ESQUIRE COMMERCE PLTD	102	12	5541	25-Apr-06	I	I	1	13	2006	ARA II
ESQUIRE COMMERCE PLTD	97	22	9574	6-May-06	I	I	1	12	2006	ARA II
ESQUIRE COMMERCE PLTD	100	7	9574	6-May-06	I	I	1	12	2006	ARA II
CRYSTAL MERCANTILE P LTD	101	3.6	7107	21-Jun-06	I	I	1	13	2006	ARA II
CRYSTAL MERCANTILE P LTD	106	6.6	7107	21-Jun-06	I	I	1	13	2006	ARA II
CRYSTAL MERCANTILE P LTD	99	2.4	7107	21-Jun-06	I	I	1	13	2006	ARA II
PRIYADARSHANI HOUSING P LTD	105	3.25 2	1233 0	11-Nov- 06	I	I	1	12	2006	ARA II
CRYSTAL MERCANTILE P LTD	98	0.5	92	5-Jan-07	I	I	1	16	2007	ARA II
CRYSTAL MERCANTILE P LTD	103	1.58 8	92	5-Jan-07	I	I	1	16	2007	ARA II
CRYSTAL MERCANTILE P	104	1.16	92	5-Jan-07	I	I	1	16	2007	ARA II

LTD		6								
CRYSTAL MERCANTILE P LTD	113	0.37 5	92	5-Jan-07	I	I	1	16	2007	ARA II
CRYSTAL MERCANTILE P LTD	103	1.5	347	17-Jan-07	I	I	1	13	2007	ARA II
CRYSTAL MERCANTILE P LTD	100	7	603	29-Jan-07	I	I	1	18	2007	ARA II
CRYSTAL MERCANTILE P LTD	102	7	603	29-Jan-07	I	I	1	18	2007	ARA II
CRYSTAL MERCANTILE P LTD	105	9.67	603	29-Jan-07	I	I	1	18	2007	ARA II
CONCRETE MERCANTILE P LTD	97	3.66 7	928	10-Feb-07	I	I	1	13	2007	ARA II
CONCRETE MERCANTILE P LTD	97	3.66 7	1277	21-Feb-07	I	I	1	14	2007	ARA II
CONCRETE MERCANTILE P LTD	97	3.66 7	1276	21-Feb-07	I	I	1	13	2007	ARA II
CONCRETE MERCANTILE P LTD	98	1.99 9	2633	30-Mar-07	I	I	1	13	2007	ARA II
CONCRETE MERCANTILE P LTD	99	1.2	2967	11-Apr-07	I	I	1	12	2007	ARA II
CONCRETE MERCANTILE P LTD	101	1.8	2967	11-Apr-07	I	I	1	12	2007	ARA II
CONCRETE MERCANTILE P LTD	106	3.33	2967	11-Apr-07	I	I	1	12	2007	ARA II
EAGEL HOUSING P LTD	97	3.01	4391	23-May- 07	I	I	1	16	2007	ARA II

EAGEL HOUSING P LTD	102	4.5	4391	23-May-07	I	I	1	16	2007	ARA II
STERLING TOWERS P LTD	98	0.267	776	13-Jul-07	I	I	1	19	2008	ARA II
STERLING TOWERS P LTD	103	0.34	776	13-Jul-07	I	I	1	19	2008	ARA II
STERLING TOWERS P LTD	104	0.623	776	13-Jul-07	I	I	1	19	2008	ARA II
STERLING TOWERS P LTD	113	0.200	776	13-Jul-07	I	I	1	19	2008	ARA II
STERLING TOWERS P LTD	98	0.267	792	13-Jul-07	I	I	1	19	2008	ARA II
STERLING TOWERS P LTD	103	0.34	792	13-Jul-07	I	I	1	19	2008	ARA II
STERLING TOWERS P LTD	104	0.623	792	13-Jul-07	I	I	1	19	2008	ARA II
STERLING TOWERS P LTD	113	0.2	792	13-Jul-07	I	I	1	19	2008	ARA II
STERLING TOWERS P LTD	98	0.267	793	13-Jul-07	I	I	1	19	2008	ARA II
STERLING TOWERS P LTD	103	0.34	793	13-Jul-07	I	I	1	19	2008	ARA II
STERLING TOWERS P LTD	104	0.623	793	13-Jul-07	I	I	1	19	2008	ARA II
STERLING TOWERS P LTD	113	0.2	793	13-Jul-07	I	I	1	19	2008	ARA II
STERLING TOWERS P LTD	97	3.67	6221	21-Jul-07	I	I	1	14	2007	ARA II
AKASH NIRMAN P LTD	103	8.895	7057	1-Aug-07	I	I	1	11	2007	ARA II
AKASH NIRMAN P LTD	104	9.33	7057	1-Aug-07	I	I	1	11	2007	ARA II
AKASH NIRMAN P LTD	103	8.895	7014	1-Aug-07	I	I	1	12	2007	ARA II
AKASH NIRMAN P LTD	104	9.33	7014	1-Aug-07	I	I	1	12	2007	ARA II

AKASH NIRMAN P LTD	98	8	7012	1-Aug-07	I	I	1	12	2007	ARA II
AKASHDEEP INTERTRADE P LTD	108	6.66 6	402	7-Nov-07					2008	ARA II
AKASHDEEP INTERTRADE P LTD	107	6.83 3	369	7-Nov-07	I	I	1	16	2008	ARA II
AKASHDEEP INTERTRADE P LTD	105	9.75	5169	16-Jan-08	I	80	114	129	2008	ARA II
AKASHDEEP INTERTRADE P LTD	97	3.66 7	5166	16-Jan-08	I	81	1458	147 4	2008	ARA II
DEALMARK SALES P LTD	226	5.11 0	5269	14-Mar-08	I	80	1198	120 9	2008	ARA II
GAJANAN PROMOTERS P LTD	233/12 45	1.00 0	5271	5-Apr-08	I	80	1316	133 1	2008	ARA II
NIPPON AGENCIES PVT. LTD.	99	0.37 5	5361	3-May-08					2008	ARA II
NIPPON AGENCIES PVT. LTD.	101	0.56 25	5361	3-May-08					2008	ARA II
NIPPON AGENCIES PVT. LTD.	106	1.03 125	5361	3-May-08					2008	ARA II
NIPPON AGENCIES PVT. LTD.	99	0.37 5	5342	3-May-08	I	80	3349	336 1	2008	ARA II
NIPPON AGENCIES PVT. LTD.	101	0.56 25	5342	3-May-08	I	80	3349	336 1	2008	ARA II
NIPPON AGENCIES PVT. LTD.	106	1.03 125	5342	3-May-08	I	80	3349	336 1	2008	ARA II
NIPPON AGENCIES PVT. LTD.	99	0.37 5	5346	3-May-08	I	80	3336	334 8	2008	ARA II

NIPPON AGENCIES PVT. LTD.	101	0.56 25	5346	3-May-08	I	80	3336	334 8	2008	ARA II
NIPPON AGENCIES PVT. LTD.	106	1.03 125	5346	3-May-08	I	80	3336	334 8	2008	ARA II
NIPPON AGENCIES PVT. LTD.	99	0.37 5	5362	3-May-08	I	80	3262	327 4	2008	ARA II
NIPPON AGENCIES PVT. LTD.	101	0.56 25	5362	3-May-08	I	80	3262	327 4	2008	ARA II
NIPPON AGENCIES PVT. LTD.	106	1.03 125	5362	3-May-08	I	80	3262	327 4	2008	ARA II
NIPPON AGENCIES PVT. LTD.	102	6.12 5	5335	13-Jun-08	I	79	1397	140 8	2008	ARA II
CYBERWOOD MERCHANDISE P LTD	107	3.24	5874	20-Jun-08	I	82	5475	548 7	2008	ARA II
CYBERWOOD MERCHANDISE P LTD	108	1	5874	20-Jun-08	I	82	5475	548 7	2008	ARA II
CYBERWOOD MERCHANDISE P LTD	103	3.05 22	5932	20-Jun-08					2008	ARA II
CYBERWOOD MERCHANDISE P LTD	104	5.60 1	5932	20-Jun-08					2008	ARA II
NIPPON AGENCIES PVT. LTD.	98	2.4	619	25-Jun-08	I	3	1979	199 3	2009	ARA II
KOKILA TIE-UP PVT.LTD.	99	0.37 5	3982	16-Aug-08	I	9	6747	676 2	2009	ARA II
KOKILA TIE-UP PVT.LTD.	101	0.56 25	3982	16-Aug-08	I	9	6747	676 2	2009	ARA II
KOKILA TIE-UP PVT.LTD.	106	1.03 125	3982	16-Aug-08	I	9	6747	676 2	2009	ARA II

KOKILA TIE-UP PVT.LTD.	99	0.37 5	3981	16-Aug- 08	I	9	7227	724 2	2009	ARA II
KOKILA TIE-UP PVT.LTD.	101	0.56 25	3981	16-Aug- 08	I	9	7227	724 2	2009	ARA II
KOKILA TIE-UP PVT.LTD.	106	1.03 125	3981	16-Aug- 08	I	9	7227	724 2	2009	ARA II
KOKILA TIE-UP PVT.LTD.	99	0.37 5	3985	16-Aug- 08	I	9	6944	695 9	2009	ARA II
KOKILA TIE-UP PVT.LTD.	101	0.56 25	3985	16-Aug- 08	I	9	6944	695 9	2009	ARA II
KOKILA TIE-UP PVT.LTD.	106	1.03 125	3985	16-Aug- 08	I	9	6944	695 9	2009	ARA II
KOKILA TIE-UP PVT.LTD.	99	0.37 5	3925	16-Aug- 08	I	9	5848	586 3	2009	ARA II
KOKILA TIE-UP PVT.LTD.	101	0.56 25	3925	16-Aug- 08	I	9	5848	586 3	2009	ARA II
KOKILA TIE-UP PVT.LTD.	106	1.03 125	3925	16-Aug- 08	I	9	5848	586 3	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	109	8	670	22-Jan-09	I	3	3411	342 2	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	109	4	671	22-Jan-09	I	3	3423	343 5	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	234	1.4	671	22-Jan-09	I	3	3423	343 5	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	109	4	673	22-Jan-09	I	3	3449	346 2	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	98	1.33	1670	21-Feb-09	I	5	4664	467 7	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	103	4.23	1670	21-Feb-09	I	5	4664	467 7	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT	103	2.54	1672	21-Feb-09	I	5	4692	470 5	2009	ARA II

LTD.											
VEDIC DIAMOND IT-LINKS PVT LTD.	104	4.66	1672	21-Feb-09	I	5	4692	470 5	2009	ARA II	
VEDIC DIAMOND IT-LINKS PVT LTD.	107	10.2 5	1682	21-Feb-09	I	5	4833	484 5	2009	ARA II	
VEDIC DIAMOND IT-LINKS PVT LTD.	108	10	1682	21-Feb-09	I	5	4833	484 5	2009	ARA II	
VEDIC DIAMOND IT-LINKS PVT LTD.	105	9.75	1679	21-Feb-09	I	5	4790	480 4	2009	ARA II	
VEDIC DIAMOND IT-LINKS PVT LTD.	91	1	3333	3-Apr-09	I	8	5201	521 5	2009	ARA II	
VEDIC DIAMOND IT-LINKS PVT LTD.	91	1	3332	3-Apr-09	I	8	5186	520 0	2009	ARA II	
VEDIC DIAMOND IT-LINKS PVT LTD.	91	1	3352	3-Apr-09	I	8	5495	550 9	2009	ARA II	
VEDIC DIAMOND IT-LINKS PVT LTD.	98	0.66 5	7142	9-Jul-09	I	12	6489	650 2	2009	ARA II	
VEDIC DIAMOND IT-LINKS PVT LTD.	103	2.12	7142	9-Jul-09	I	12	6489	650 2	2009	ARA II	
VEDIC DIAMOND IT-LINKS PVT LTD.	104	1.55 5	7142	9-Jul-09	I	12	6489	650 2	2009	ARA II	
VEDIC DIAMOND IT-LINKS PVT LTD.	107	4.39 5	7142	9-Jul-09	I	12	6489	650 2	2009	ARA II	
VEDIC DIAMOND IT-LINKS PVT LTD.	108	3.33	7142	9-Jul-09	I	12	6489	650 2	2009	ARA II	
VEDIC DIAMOND IT-LINKS PVT LTD.	98	0.66 5	7114	9-Jul-09	I	15	6197	621 0	2009	ARA II	



VEDIC DIAMOND IT-LINKS PVT LTD.	103	2.12	7114	9-Jul-09	I	15	6197	621 0	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	104	1.55 5	7114	9-Jul-09	I	15	6197	621 0	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	107	4.39 5	7114	9-Jul-09	I	15	6197	621 0	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	108	3.33	7114	9-Jul-09	I	15	6197	621 0	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	98	1.33	7135	9-Jul-09	I	15	8256	826 9	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	104	3.11	7135	9-Jul-09	I	15	8256	826 9	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	103	2.74	7135	9-Jul-09	I	15	8256	826 9	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	113	0.5	7117	9-Jul-09	I	15	6243	625 8	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	113	0.5	7121	9-Jul-09	I	15	6311	632 5	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	98	0.66 67	7115	9-Jul-09	I	15	6211	622 7	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	103	2.11 67	7115	9-Jul-09	I	15	6211	622 7	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	104	1.55 67	7115	9-Jul-09	I	15	6211	622 7	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	113	0.5	7115	9-Jul-09	I	15	6211	622 7	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT	98	0.66	7118	9-Jul-09	I	15	6259	627	2009	ARA II

LTD.		67						5		
VEDIC DIAMOND IT-LINKS PVT LTD.	103	2.11 67	7118	9-Jul-09	I	15	6259	627 5	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	104	1.55 67	7118	9-Jul-09	I	15	6259	627 5	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	113	0.5	7118	9-Jul-09	I	15	6259	627 5	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	98	0.66 67	7119	9-Jul-09	I	15	6276	629 3	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	103	2.11 67	7119	9-Jul-09	I	15	6276	629 3	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	104	1.55 67	7119	9-Jul-09	I	15	6276	629 3	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	113	0.5	7119	9-Jul-09	I	15	6276	629 3	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	104	0.77 75	7137	9-Jul-09	I	15	6411	642 6	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	107	1.70 75	7137	9-Jul-09	I	15	6411	642 6	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	108	1.66 75	7137	9-Jul-09	I	15	6411	642 6	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	104	0.77 75	7139	9-Jul-09	I	15	6441	645 6	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	107	1.70 75	7139	9-Jul-09	I	15	6441	645 6	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	108	1.66 75	7139	9-Jul-09	I	15	6441	645 6	2009	ARA II

VEDIC DIAMOND IT-LINKS PVT LTD.	104	0.77 75	7140	9-Jul-09	I	15	6457	647 2	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	107	1.70 75	7140	9-Jul-09	I	15	6457	647 2	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	108	1.66 75	7140	9-Jul-09	I	15	6457	647 2	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	104	0.77 75	7141	9-Jul-09	I	15	6473	648 8	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	107	1.70 75	7141	9-Jul-09	I	15	6473	648 8	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	108	1.66 75	7141	9-Jul-09	I	15	6473	648 8	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	98	0.33 33	7120	9-Jul-09	I	15	6294	631 0	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	103	1.69 50	7120	9-Jul-09	I	15	6294	631 0	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	104	0.77 67	7120	9-Jul-09	I	15	6294	631 0	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	107	1.70 83	7120	9-Jul-09	I	15	6294	631 0	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	108	1.66 67	7120	9-Jul-09	I	15	6294	631 0	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	113	0.25	7120	9-Jul-09	I	15	6294	631 0	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	98	0.33 33	7133	9-Jul-09	I	15	6181	619 6	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT	103	1.69	7133	9-Jul-09	I	15	6181	619	2009	ARA II

LTD.		50						6		
VEDIC DIAMOND IT-LINKS PVT LTD.	104	0.77 67	7133	9-Jul-09	I	15	6181	619 6	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	107	1.70 83	7133	9-Jul-09	I	15	6181	619 6	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	108	1.66 67	7133	9-Jul-09	I	15	6181	619 6	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	113	0.25	7133	9-Jul-09	I	15	6181	619 6	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	98	0.33 33	7123	9-Jul-09	I	15	6339	635 5	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	103	1.69 50	7123	9-Jul-09	I	15	6339	635 5	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	104	0.77 67	7123	9-Jul-09	I	15	6339	635 5	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	107	1.70 83	7123	9-Jul-09	I	15	6339	635 5	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	108	1.66 67	7123	9-Jul-09	I	15	6339	635 5	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	113	0.25	7123	9-Jul-09	I	15	6339	635 5	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	98	0.33 33	7124	9-Jul-09	I	15	6382	639 7	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	103	1.69 50	7124	9-Jul-09	I	15	6382	639 7	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	104	0.77 67	7124	9-Jul-09	I	15	6382	639 7	2009	ARA II

VEDIC DIAMOND IT-LINKS PVT LTD.	107	1.70 83	7124	9-Jul-09	I	15	6382	639 7	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	108	1.66 67	7124	9-Jul-09	I	15	6382	639 7	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	113	0.25	7124	9-Jul-09	I	15	6382	639 7	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	98	0.33 33	7128	9-Jul-09	I	15	6104	612 0	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	103	1.69 50	7128	9-Jul-09	I	15	6104	612 0	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	104	0.77 67	7128	9-Jul-09	I	15	6104	612 0	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	107	1.70 83	7128	9-Jul-09	I	15	6104	612 0	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	108	1.66 67	7128	9-Jul-09	I	15	6104	612 0	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	113	0.25	7128	9-Jul-09	I	15	6104	612 0	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	98	0.33 33	7130	9-Jul-09	I	15	6134	615 0	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	103	1.69 50	7130	9-Jul-09	I	15	6134	615 0	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	104	0.77 67	7130	9-Jul-09	I	15	6134	615 0	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	107	1.70 83	7130	9-Jul-09	I	15	6134	615 0	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT	108	1.66	7130	9-Jul-09	I	15	6134	615	2009	ARA II

LTD.		67						0		
VEDIC DIAMOND IT-LINKS PVT LTD.	113	0.25	7130	9-Jul-09	I	15	6134	615 0	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	98	0.37	7132	9-Jul-09	I	15	6165	618 0	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	104	0.87	7132	9-Jul-09	I	15	6165	618 0	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	113	0.28	7132	9-Jul-09	I	15	6165	618 0	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	103	1.19 00	7132	9-Jul-09	I	15	6165	618 0	2009	ARA II
VEDIC DIAMOND IT-LINKS PVT LTD.	91	10.9 5	7138	9-Jul-09	I	15	6427	644 0	2009	ARA II
SHALINI FARMS P LTD	99	1.50 00	1100 0	1-Sep-10	I	35	964	976	2010	ARA II
SHALINI FARMS P LTD	101	2.25	1100 0	1-Sep-10	I	35	964	976	2010	ARA II
SHALINI FARMS P LTD	106	4.12 5	1100 0	1-Sep-10	I	35	964	976	2010	ARA II
SHALINI FARMS P LTD	99	1.2	1100 1	1-Sep-10	I	35	997	989	2010	ARA II
SHALINI FARMS P LTD	101	1.8	1100 1	1-Sep-10	I	35	997	989	2010	ARA II
SHALINI FARMS P LTD	106	3.33	1100 1	1-Sep-10	I	35	997	989	2010	ARA II
SHALINI FARMS P LTD	99	1.2	1100 2	1-Sep-10	I	35	990	100 2	2010	ARA II
SHALINI FARMS P LTD	101	1.8	1100 2	1-Sep-10	I	35	990	100 2	2010	ARA II
SHALINI FARMS P LTD	106	3.33	1100 2	1-Sep-10	I	35	990	100 2	2010	ARA II

MARAL PROPERTIES P LTD	105	3.25	1340 2	17-Oct-12	I	19	787	805	2012	ADSR B/NAGAR
MARAL PROPERTIES P LTD	105	3.24	1339 3	17-Oct-12	I	19	641	657	2012	ADSR B/NAGAR
XCLUSIVE COMMERCE P LTD	232	0.80 00	1208 7	5-Aug-13	I	36	1776	180 1	2013	ARA II
XCLUSIVE COMMERCE P LTD	233	0.60 00	1208 7	5-Aug-13	I	36	1776	180 1	2013	ARA II
XCLUSIVE COMMERCE P LTD	232/12 33	1.10 00	1208 7	5-Aug-13	I	36	1776	180 1	2013	ARA II
XCLUSIVE COMMERCE P LTD	232	1.20 00	1209 2	5-Aug-13	I	36	1802	183 0	2013	ARA II
XCLUSIVE COMMERCE P LTD	233	0.90 00	1209 2	5-Aug-13	I	36	1802	183 0	2013	ARA II
XCLUSIVE COMMERCE P LTD	232/12 33	1.65 00	1209 2	5-Aug-13	I	36	1802	183 0	2013	ARA II
GREENTECH IT CITY P LTD	234	2.1	433	19-Jan-17	I	1904	37819	378 46	2017	ARA IV

**PART – II**

<b>OWNER</b>	<b>DAG NO.</b>	<b>AREA</b>	<b>KHATIAN NO.</b>	<b>MOUZA</b>	<b>J.L. no.</b>
PRABIR BISWAS	98	0.12	9	Bajetaraf	50
PRABIR BISWAS	104	0.29	9	Bajetaraf	50
DIPANKAR BISWAS	109	8	209	Bajetaraf	50
DIBAKAR BISWAS	109	8	1240	Bajetaraf	50
GOBARDHAN NASKAR	110	5	1092	Bajetaraf	50
PRABIR BISWAS	113	0.09	9	Bajetaraf	50
SATISH CHANDRA NASKAR	232	2	554	Bajetaraf	50

SATISH CHANDRA NASKAR	233	1.5	554	Bajetaraf	50
ALOKA BISWAS	234	16	577	Bajetaraf	50
DIBAKAR BISWAS	234	16.8	1240	Bajetaraf	50
SATISH CHANDRA NASKAR	232/1233	2.75	554	Bajetaraf	50
GOBARDHAN NASKAR	233/1234	2.44	895	Bajetaraf	50

**IN WITNESS WHEREOF**, the aforesaid parties have set and subscribed their respective hands on the day, month and year first above written.

SIGNED AND DELIVERED BY THE  
CONSTITUTED ATTORNEYS OF THE  
OWNERS/VENDORS AT KOLKATA  
IN THE PRESENCE OF:-

- 1.
- 2.

SIGNED AND DELIVERED BY THE  
PURCHASER AT KOLKATA IN THE  
PRESENCE OF:-

- 1.
- 2.

SIGNED AND DELIVERED BY THE  
DEVELOPER/PROMOTER AT KOLKATA  
IN THE PRESENCE OF:-

- 1.



2.