

ANNEXURE-A

[See rule 9]

Agreement for Sale

This Agreement for Sale (**Agreement**) executed on this day of **TWO THOUSAND AND NINETEEN (2019)**;

By and Between

1) STONE MERCANTILES PRIVATE LIMITED (PAN NO. AADCS 7714H) 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, **2) CRYSTAL MERCANTILES PRIVATE LIMITED (PAN NO. AABCC 0421H)**, a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at Space Tower, Block-A, 4th Floor, G-8, Rabindra Pally, P.O.- Deshbandhu Nagar, P.S.- Baguihati, Kolkata- 700059, **3)STERLING TOWERS PVT. LTD. (PAN NO. AADCS 7992P)** 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, 4th Floor, P.O.- Esplanade, P.S. Hare Street, Kolkata-700069, **4) NIPPON AGENCIES PVT. LTD. (PAN NO. AAACN 9117A)** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at 103, Niharika, 17/1C, Alipore Road, Post Office and Police Station- Alipore, Kolkata-700 027, **5) GREENTECH IT CITY PRIVATE LIMITED (PAN NO. AACCA 6348Q)** (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 the premises No. 1/1B, Upper Wood Street, Post Office- Circus Avenue, Police Station- Shakespeare Sarani, Kolkata 700 017, **6) CYBERWOOD MERCHANDISE PVT. LTD. (PAN NO. AABCC 0419K)** 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, **7) KOKILA TIE UP PRIVATE LIMITED (PAN NO. AADCK 2711L)**, 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, **8) 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, all duly represented by its authorised Signatory Sri.....son of Sri., working for gain at 1/1B, Upper Wood Street, Kolkata – 700 017, hereinafter referred to as the **"OWNERS"**, (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **FIRST PART.**

AND

GREENTECH IT CITY PRIVATE LIMITED (PAN NO. AACCA 6348Q) a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at the premises no. 1/1B, Upper Wood Street, Post Office- Circus Avenue, Police Station- Shakespeare Sarani, Kolkata 700 017, duly represented by its authorised

Signatory Sri.....son of Sri., working for gain at 1/1B, Upper Wood Street, Kolkata – 700 017, hereinafter referred to as “the **DEVELOPER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **SECOND PART**:

AND

....., son of, by religion – Hindu, by occupation –
..... residing at P.S, P.O,
Kolkata – 7000 , hereinafter referred to as the “**PURCHASER**”/**PARTY OF THE THIRD PART** (which term or expression shall, unless excluded by or repugnant to the subject or context, include their heirs, executors, administrators and legal representatives). or hereinafter called the “**Allottee**” (which expression repugnant to the context meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

INTERPRETATIONS/DEFINITIONS:

For the purpose of this agreement for sale, unless the context otherwise requires,-

- a) “**Act**” Means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).
- b) “**Rules**” Means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.
- c) “**Regulation**” means the Regulations made under **the** West Bengal Housing Industry Regulation Act 2017.
- d) “**Section**” means a section of the Act.

WHEREAS-

- A.** The Owner/Developer are the absolute and lawful owner or otherwise well and sufficiently entitled to lands comprised in Dag Numbers 614, 615, 616, 617, 619, 621, 622 and 623 to be comprised in an area measuring 241.841 sataks,. (“Said Land”) as described in schedule hereunder within Police Station Rajarhat Dist North 24 Parganas within the ambit of Mouza Bajetaraf, under Chandpur Gram Panchayat JL No 50 in the District of North 24 Parganas consisting of Residential Accommodation and the Developer has devised a scheme to develop a Township Project consisting of Residential Accommodation in a phased manner.
- B.** The Owners abovenamed together with several other Land owners are the joint owners of diverse lands at Mouza Bajetaraf under Dag Nos as mentioned hereinabove and accordingly the Owners have entered into a Development Agreement and /or Agreements and/or Understandings with the Land owners for the scheme, planning and construction of a Phase by the name of “**NORTH AQUA GOLF VILLA**” at GreenTech City to comprise of independent Villa Type residential Units

- C. The Owner and the Developer have entered into a Development Agreement dated
- D. The said land is earmarked for the purpose of building of a Residential Units, comprising of Villa Type Units in various phases and one such phase the said project shall be known as '**NORTH AQUA GOLF VILLA- A**' ("Project")
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter together with the other land owners of the above named regarding the said land on which Project is to be constructed have been completed.
- F. The _____ has granted the commencement certificate to develop the Project vide its approval dated Bearing registration no.;
- G. The promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the unit, plot or building, as the case may be from _____. The promoter 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.
- H. The Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under HIRA REGISTRATION NO.: HIRA/.....
- I. The Allottee had applied for an Unit in the Project vides application no. Dated And has been allotted Unit No. Having carpet area of Square feet, on the **Ground Plus**----- to be built erected and constructed on a piece and parcel of land measuring comprised in Dag Nos Khatian No....., as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defied under clause (m) of section 2 of the Act (hereinafter referred to as the "UNIT" more particularly described in Schedule-A and the floor plan or the UNIT is annexed hereto and marked as Schedule-B); and the manner in which the Owner has acquired right title and interest in the schedule property is described in schedule **A 2** hereunder written and the land whereupon the **NORTH AQUA GOLF VILLA- A** "Unit" hereby agreed to be sold is described in schedule **A-1** hereunder written.
- J. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- L. 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;

M.In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [UNIT] as specified in Para G.

NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:

1. TERMS :

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase , the [UNIT] as specified in Para 'G'

1.2 The Total Price for the [Unit] based on the carpet area is **Rs...../- (Rupees only) ("Total Price")** (Give break-up and description):-

| | |
|--------------------------------|--|
| Block/Building/ Tower No. | |
| Unit No. | |
| Type..... | |
| Floor _____ | |
| Carpet Area - ----- Sq.ft. | |
| Land Area ----- Cittaahs | Rate of Unit per square feet* Rs./- |
| Total Price (in Rupees) | Rs./- |

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [UNIT.]
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter 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 Promoter, by whatever name called) upto the date of the handing over the possession of the UNIT 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(s) to the Promoter 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 schedule 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;

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) 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;
- (iv) The Total Price of UNIT 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 firefighting equipment in the common areas, maintenance charges as per Para. II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.

- 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) 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 Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), 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.

- 1.4 The allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ _____% per annum for the period by which the respective installment 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(s) by the Promoter.

1.6 It is agreed that the Promoter shall not make any addition and alteration 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 Unit, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act:

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

1.7 *(Applicable in case of Apartment)* The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area than the Promoter 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 Unit, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

1.8 Subject to Para 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Unit as mentioned below:

(i) The Allottee(s) shall have exclusive ownership of the Unit;

(ii) The Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottee(s) in the common areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover 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 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 firefighting equipment in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;

(iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Unit, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Unit shall be treated as a single indivisible unit for all purposes..

1.10 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Unit to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (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 Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues 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 therefore by such authority or person.

1.11 The Allottee has paid a some of Rs. ----- (Rupees----- only) as booking amount being part payment towards the Total Price of the [Unit] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Unit] as prescribed in the payment plan at [Schedule C] as may be demanded by the Promoter within the time and manner specified therein.

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

2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan [through account payee

cheque / demand draft/ banker's cheque or online payment (as applicable) in favor of , payable at ----- .

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill 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, 1999 or statutory enactments or amendments thereof and the Rules and Regulation 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 Bank of India, he/ she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. 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 Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Unit apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE :

The Promoter 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 [Unit] to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/UNIT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter 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 Promoter 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 Housing Industry Regulation Act (Please insert the relevant State Laws) 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 Promoter shall constitute a material breach of this Agreement.

7. POSSESSION OF THE UNIT:

7.1 Schedule for possession of the said [UNIT] – The Promoter agrees and understands that timely delivery of possession of the [Unit] to the Allottee 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 Promoter assures to handover possession of the [Unit] 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 effecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [UNIT].

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allotment within 45 days from that date. The Promoter 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 agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession- The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment], to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the UNIT, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take possession of [UNIT]- Upon receiving a written intimation from the Promoter as per Para 7.2 above, the Allottee(s) shall take possession of the [UNIT] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the [UNIT] to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Para 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.

7.4 Possession by the Allottee- After obtaining the occupancy certificate* and handing over physical possession of the [UNIT] to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association of allottees or the competent authority, as the case may be, as per the local laws:

[Provided that, in the absence of any local law, the Promoter shall handover 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].

7.5 Cancellation by Allottee- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.

7.6 Compensation – The Promoter 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 the

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 Promoter fails to complete or is unable to give possession of the said [UNIT] (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, 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 [UNIT], with interest 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 intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the [UNIT], which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

The Promoter hereby represents and warrants to the Allottee(s) as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and 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 Promoter 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 [UNIT];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [UNIT] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [UNIT] and common areas;
- (vi) The Promoter 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(s) created herein, may prejudicially be affected;
- (vii) The Promoter 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 [UNIT] which will, in any manner, affect the rights of Allottee(s) under this Agreement;

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [UNIT] to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [UNIT] to the Allottee(s) 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 matters 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 Promoter 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 the UNIT 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 order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:-

- (i) The Promoter fails to provide ready to move in possession of the [Apartment /Flat] to the Allottee(s) within the time period specified in Para 7.1 above in this Agreement 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;
- (ii) Discontinuance of the Promoter'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.

9.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing

the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or

- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, 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 Promoter to the Allottee within forty-five days of it becoming due.

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make payments for two consecutive demands made by the Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond three consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment] in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

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

10. **CONVEYANCE OF THE SAID UNIT :**

The Promoter, on receipt of Total Price of the [Unit] 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 common areas within three 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 absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate].

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

11. **MAINTENANCE OF THE PROJECT :**

The Promoter shall be responsible for providing and maintaining the essential services in the Project, 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].

12. **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 Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Promoter/ 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(s) 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.

14. **USAGE:**

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the (Project name), shall be earmarked 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, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Association of allottees for rendering maintenance services.

15. **COMPLIANCE WITH RESPECT TO THE UNIT :**

15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said [Unit] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building [Apartment], or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit, and keep the said Unit,, its walls

and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable 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.

15.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the [Unit] 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 wall of the [Apartment].

15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17. **ADDITIONAL CONSTRUCTIONS:**

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

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said [Unit/ 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 for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such [Unit/ Building].

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the *Housing Industry Regulation Act (Please insert the name of the apartment ownership Act)*.

20. **BINDING EFFECT :**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) 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 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 said [Unit] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the [Unit], 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 Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan [Annexure C] including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

24.2 Failure on 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 to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this 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(s) has to make any payment, in common with other allottee(s) in the Project, the same shall be the proportion which the carpet area of the [Unit] bears to the total carpet area of all the [Unit/Plots] 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 perfect 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 Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in -----
----- after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at A.D.S.R. Rajarhat, Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES:

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

| | |
|---------------------------------|------------------|
| M/s GreenTech IT City Pvt. Ltd. | Allottee(s) name |
| Address –..... | Address..... |

It shall be the duty of the Allottee and promoter to inform each other of any changes 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 Promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEE:

That in case there are Joint Allottees all communications shall be sent by the Promoter 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 Allottee(s).

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the Unit, plot or building, as the case may be, prior to the execution and registration of this agreement for sale for such Unit, 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 the rules or the regulations made thereunder.

32. GOVERNING 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 dispute 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 discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996.

34. PHASES

The Owner/Developer herein reserves its right to acquire further land adjacent/adjoining/contiguous to the project and /or enter into suitable arrangements with the owner of such further land adjacent/adjoining/contiguous and to make the same a part and parcel of North Aqua Golf Villa and common facilities of All phases of North Aqua Golf Villa shall be on common sharing basis and the Allottee shall not acquire any exclusive right in the common facilities of North Aqua Golf Villa.

35. GENERAL PROVISIONS:

The Agreement shall not be modified or amended in any respect except by a written agreement executed by the Parties.

The Developer has availed a project finance from LICHFL and the schedule land is mortgaged with LICHFL, however, the terms & conditions of the said facility does not create any embargo for the Owner/Developer to enter into this Agreement.

Any failure or delay by the Parties in exercising any right or remedy provided by law under or pursuant to this Agreement shall not impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

Indemnity: Each Party agrees to indemnify and keep indemnified the other party in respect of any claim, action, damage, loss, liability, cost, expense or payment suffered, paid or incurred by the other party in matters relating to and/or arising out of this agreement.

Should any claim, demand, suit or other legal proceeding be made or instituted by any Party against any third party which arises out of any of the matters relating to this Agreement, each Party shall give the other all pertinent information possessed by such Party and reasonable assistance in the defence or other disposition thereof.

The Parties shall, with all reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by the Agreement and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of the Agreement and carry out its provisions.

The Agreement is entered amongst the Parties on principal to principal basis.

If any term, covenant, condition or provision of the Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such

event the remainder of the Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law. All notices to be given by any Party to the other whether hereunder or otherwise shall be given in writing and signed by the Party giving it. Such notice shall be served by sending by fax to the number set forth below or delivering by hand, e-mail or courier to the address set forth in this agreement.

1) – The following rights have been reserved by the Developer :

- a.** The Right to move men materials and equipment for the completion of GreenTech City.
- b.** The right to install Dish Antenna, Telecom Tower etc and retain the benefits to arise there from.
- c.** The right of access over all roads, pathways, infrastructure, communication system and integration thereof and/or addition thereto as may be required.
- d.** 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 Schedule land for the other phases of GreenTech City and/or other phases of North Aqua Golf Villa (hereinafter referred to as the Additional Area) and shall be entitled to provide all facilities and/or utilities existent 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 Schedule land to the new building and/or buildings which may be constructed on the Other phases of North Aqua Golf Villa 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.
- e.** 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 co-operate 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.
- f.** 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

- g.** 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. The Buyers hereby accept the same and shall not under any circumstances, raise any objection or hindrance in this regard.
- h.** The boundary walls, gates connecting existing roads to future roads, common portions shall be decided by the Developer.

SCHEDULE-'A' - DESCRIPTION OF THE [UNIT] AND TILE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

| |
|---|
| Block/Building/ Tower No..... Unit No..... Type..... Floor Carpet Area Land area Cottahs |
| Butted and Bounded : ON THE NORTH : ON THE EAST : ON THE SOUTH : ON THE WEST : |

SCHEDULE A1

ALL THAT the piece and parcel of land comprised in the North Aqua Golf Villa Unit no. _____, measuring about _____, sq.ft. of carpet area to be built erected and constructed on a piece

and parcel off land measuring..... cottahs be the same a little more or less having Dag NoKhatian No..... at Mouza Bajetaraf, JL No 50 in the District of North 24 Parganas and appurtenances thereto AND TOGETHER WITH the user right in the proportionate share in common parts portions areas and facilities to comprise in the North Aqua Golf Villa - A and the Unit hereby agree to be sold shall comprise of the Structure described in the Schedule A 1 and the demarcated land described in Schedule A-2.

SCHEDULE A 2:

| PRESENT OWNER | PREVIOUS OWNER | DAG NO. | AREA PUR. In satak | KHATIAN NO. | NEW KHATIAN | DEED NO. | DEED DATE |
|---------------------------------|------------------------------|---------|--------------------|------------------|-------------|----------|-----------|
| STONE MERCANTILE P LTD | YAKUB ALI SANPUI ORS | 614 | 21 | KRI-418 | 1175 | 10195 | 20-May-06 |
| CRYSTAL MERCANTILE P LTD | SANTIRAM MONDAL | 614 | 21 | 529 | 1317 | 7890 | 23-Jun-06 |
| STERLING TOWERS P LTD | SADHAN KALI & ORS | 614 | 7.001 | 1206,1207 & 1208 | 1305 | 8099 | 3-Sep-07 |
| VEDIC DIAMOND IT-LINKS PVT LTD. | LAKSHMIK ANTA BISWAS | 615 | 1.250 | 503 | 1330 | 3320 | 3-Apr-09 |
| VEDIC DIAMOND IT-LINKS PVT LTD. | LAKSHMIK ANTA BISWAS | 615 | 1.250 | 503 | 1330 | 3344 | 3-Apr-09 |
| VEDIC DIAMOND IT-LINKS PVT LTD. | LAKSHMIK ANTA BISWAS | 615 | 1.250 | 503 | 1330 | 3338 | 3-Apr-09 |
| VEDIC DIAMOND IT-LINKS PVT LTD. | LAKSHMIK ANTA BISWAS | 615 | 1.250 | 503 | 1330 | 3325 | 3-Apr-09 |
| DEALMARK SALES P LTD | SACHINDR A NATH BISWAS & ORS | 615 | 3.000 | 1248 & 1249 | 1337 | 3716 | 13-Mar-08 |
| VEDIC DIAMOND IT-LINKS PVT LTD. | LAKSHMIK ANTA BISWAS | 615 | 5.000 | 37 | 1330 | 3323 | 3-Apr-09 |
| VEDIC DIAMOND IT-LINKS PVT LTD. | LAKSHMIK ANTA BISWAS | 615 | 5.000 | 37 | 1330 | 3321 | 3-Apr-09 |
| VEDIC DIAMOND IT-LINKS PVT LTD. | LAKSHMIK ANTA BISWAS | 615 | 5.000 | 37 | 1330 | 3340 | 3-Apr-09 |

| | | | | | | | |
|---------------------------------|----------------------------------|-----|--------|--|------|--|-----------|
| NIPPON AGENCIES PVT. LTD. | SUNIL MONDAL | 616 | 0.875 | 598 | 1339 | 5350 | 3-May-08 |
| AKASH NIRMAN P LTD | BIMAL CHAND MONDAL | 616 | 2.625 | 380 | 1312 | 11973 | 3-Oct-06 |
| CRYSTAL MERCANTILE P LTD | ANIL MONDAL | 616 | 2.625 | 27 | 1317 | 1245 | 6-Feb-07 |
| VEDIC DIAMOND IT-LINKS PVT LTD. | SIDDHA PROPERTI ES PVT. LTD. | 616 | 2.625 | 488 | | 218,219,220 ,221,222,22 3,224,225,2 26,227,228, 229,230,231 ,232,233,23 4,235,236,2 82,3158,315 9,3160,3161 ,3162,3163, 3164,3165,3 166,3167,31 68,3169,317 0,3171,3172 ,3173,3174, 3175,3219,3 220 & 3221 | 31-Mar-09 |
| VEDIC DIAMOND IT-LINKS PVT LTD. | LAKSHMIK ANTA BISWAS | 617 | 2.000 | 503 | 1330 | 3314 | 3-Apr-09 |
| CRYSTAL MERCANTILE P LTD | SOMNATH MONDAL | 619 | 1.054 | 440 | 1317 | 9939 | 31-Jul-06 |
| CRYSTAL MERCANTILE P LTD | MRITUNJAY MONDAL & ORS | 619 | 2.108 | 440 | 1317 | 9938 | 31-Jul-06 |
| CRYSTAL MERCANTILE P LTD | RUPA NASKAR | 619 | 3.161 | 440 | 1317 | 9944 | 29-Jul-06 |
| GREENTECH IT CITY P LTD | BIRENDRA ROY & NARENDRA NATH ROY | 619 | 5.3800 | 1439,339,332,228,258,80/1,259,129,1047,201,1048,249,1049,396,1050 & 51 | | 21 | 4-Jan-17 |
| CRYSTAL MERCANTILE P LTD | RAM KRISHNA NASKAR & ORS | 619 | 6.322 | 440 | 1317 | 239 | 12-Jan-07 |
| VEDIC DIAMOND IT-LINKS PVT LTD. | KARTIK ROY | 619 | 8.115 | 369 & Akri 214 | 1330 | 2305 | 9-Mar-09 |
| VEDIC DIAMOND IT-LINKS PVT LTD. | KARTIK ROY | 619 | 8.115 | 369 & Akri 214 | 1330 | 2307 | 9-Mar-09 |

| | | | | | | | |
|---|---|-----|---------|-------|------|--|-----------|
| VEDIC DIAMOND IT- LINKS PVT LTD. | KARTIK ROY | 619 | 8.115 | 369 | 1330 | 2336 | 9-Mar-09 |
| VEDIC DIAMOND IT- LINKS PVT LTD. | KARTIK ROY | 619 | 8.115 | 369 | 1330 | 2324 | 9-Mar-09 |
| CYBERWOOD MERCHANDISE P LTD | JOYDEB ROY,SAMI R NASKAR & SAPAN NASKAR | 619 | 16.2200 | ##### | | 190 | 4-Jan-17 |
| VEDIC DIAMOND IT- LINKS PVT LTD. | SIDDHA PROPERTI ES PVT. LTD. | 619 | 19.570 | 319 | | 218,219,220 ,221,222,22 3,224,225,2 26,227,228, 229,230,231 ,232,233,23 4,235,236,2 82,3158,315 9,3160,3161 ,3162,3163, 3164,3165,3 166,3167,31 68,3169,317 0,3171,3172 ,3173,3174, 3175,3219,3 220 & 3221 | 31-Mar-09 |
| VEDIC DIAMOND IT- LINKS PVT LTD. | CHANDID AS ROY | 619 | 20.0000 | 410 | 1330 | 7122 | 9-Jul-09 |
| VEDIC DIAMOND IT- LINKS PVT LTD. | CHANDID AS ROY | 619 | 20.0000 | 410 | 1330 | 7136 | 9-Jul-09 |
| VEDIC DIAMOND IT- LINKS PVT LTD. | NIKHIL MANDAL & ORS | 621 | 6.800 | 581 | 1330 | 2767 | 21-Mar-09 |

| | | | | | | |
|---|---------------------------------------|-----|-------|----------------|--|-----------|
| VEDIC DIAMOND IT- LINKS PVT LTD. | SIDDHA PROPERTI ES PVT. LTD. | 622 | 2.015 | 899 & 901 | 218,219,220 ,221,222,22 3,224,225,2 26,227,228, 229,230,231 ,232,233,23 4,235,236,2 82,3158,315 9,3160,3161 ,3162,3163, 3164,3165,3 166,3167,31 68,3169,317 0,3171,3172 ,3173,3174, 3175,3219,3 220 & 3221 | 31-Mar-09 |
| VEDIC DIAMOND IT- LINKS PVT LTD. | SIDDHA PROPERTI ES PVT. LTD. | 622 | 3.023 | 903 | 218,219,220 ,221,222,22 3,224,225,2 26,227,228, 229,230,231 ,232,233,23 4,235,236,2 82,3158,315 9,3160,3161 ,3162,3163, 3164,3165,3 166,3167,31 68,3169,317 0,3171,3172 ,3173,3174, 3175,3219,3 220 & 3221 | 31-Mar-09 |
| VEDIC DIAMOND IT- LINKS PVT LTD. | SIDDHA PROPERTI ES PVT. LTD. | 622 | 4.030 | 902, 901 & 899 | 218,219,220 ,221,222,22 3,224,225,2 26,227,228, 229,230,231 ,232,233,23 4,235,236,2 82,3158,315 9,3160,3161 ,3162,3163, 3164,3165,3 166,3167,31 68,3169,317 0,3171,3172 ,3173,3174, 3175,3219,3 220 & 3221 | 31-Mar-09 |

| | | | | | | | |
|---|---------------------------------------|-----|--------|-----|------|--|-----------|
| VEDIC DIAMOND IT- LINKS PVT LTD. | SIDDHA PROPERTI ES PVT. LTD. | 622 | 4.8450 | 596 | | 218,219,220 ,221,222,22 3,224,225,2 26,227,228, 229,230,231 ,232,233,23 4,235,236,2 82,3158,315 9,3160,3161 ,3162,3163, 3164,3165,3 166,3167,31 68,3169,317 0,3171,3172 ,3173,3174, 3175,3219,3 220 & 3221 | 31-Mar-09 |
| VEDIC DIAMOND IT- LINKS PVT LTD. | NIKHIL MANDAL & ORS | 622 | 4.850 | 581 | 1330 | 2767 | 21-Mar-09 |
| KOKILA TIE- UP PVT.LTD. | JAGANNAT H ROY | 623 | 1.3016 | 167 | 1376 | 3984 | 14-Aug-08 |
| KOKILA TIE- UP PVT.LTD. | JAGANNAT H ROY | 623 | 1.3016 | 167 | 1376 | 3928 | 14-Aug-08 |
| VEDIC DIAMOND IT- LINKS PVT LTD. | NIKHIL MANDAL & ORS | 623 | 4.650 | 581 | 1330 | 2767 | 21-Mar-09 |

SCHEDULE-'B' - FLOOR PLAN OF THE UNIT

SCHEDULE- 'C' - PAYMENT PLAN

| Particulars | Amount (Rs.) Payable against unit |
|----------------------------------|--|
| On Booking | of the Total Price |
| On Allotment | % of the Total Price |
| On Agreement | % of the Total Price |
| On Foundation | 10% of the Total Price |
| On Ground Floor Casting | 10% of the Total Price |
| On 1 st Floor Casting | 10% of the Total Price |

| | |
|-----------------|--------------------------------|
| On Roof Casting | 10% of the Total Price |
| On Brick Work | 10% of the Total Price |
| On Flooring | 10% of the Total Price |
| On Possession | 10% of the Total Price |
| Total | 100% of the Total Price |

SCHEDULE- 'D' - SEPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE UNIT)

STANDARD SPECIFICATIONS

| | | |
|----|-----------------------------|---|
| a) | Foundation | RCC framed structure |
| b) | Wall | Internal - 125 thick brick masonry External 250 thick brick masonry |
| c) | Door | Quality timber with solid core-flush/panelled shutter |
| d) | Window | Quality Aluminum frame with fully glazed shutter. |
| e) | Living/Dining Room flooring | Quality porcelain vitrified tile flooring. |
| f) | Bedroom Flooring | Quality porcelain vitrified tile flooring |
| g) | Kitchen | Floor - vitrified tiles Counter – Granite / Marble stone with stainless steel sink |
| h) | Kitchen Wall | Quality Ceramic/Glass tiles Two feet high above countertop |
| i) | Toilets | Floor - vitrified tiles Wall / vitrified tiles on dado |
| j) | Sanitary ware | Quality Chinaware and Chromium plated fixtures |
| k) | Electrical | Concealed copper wiring with modular switches, provision for adequate light points, Telephone,TV, AC, exhaust and geyser points in appropriate locations. |

| | | |
|----|-----------------|--|
| l) | Interior Finish | Plaster of Paris over plastered wall |
| m) | Exterior Finish | Decorative paint over plastered wall |
| n) | Landscape | Principal landscape with trees and plants |
| o) | Water Services | Filtered water from available resources(shared facility) |
| p) | Swimming Pool | Glass mosaic surface with pool filtration plant |

UPGRADED/FURNISHED SPECIFICATION FOR NORTH NORTH AQUA GOLF VILLA (IF PURCHASED)

Bedroom Queen sized bed with beside tables

Mattress

Wardrobe

Air Conditioner

1 Ceiling Fan

Bracket lights

Living/Dining Room 1 Sofa set

Centre table

Dining table 6 seater with chairs

2 Ceiling fans

Bracket lights

SCHEDULE- E' - AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

Drinking water and Club Facilities

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____