

## **AGREEMENT FOR SALE**

1. **Date:-**
  
2. **Place:- Kolkata.**

**3. Parties:-**

**3.1] MUSKAN RESIDENCY PRIVATE LIMITED, PAN NO. AAECM9002H** a company incorporated under the Companies Act, 1956 having its registered office at **PS IXL, Biswa Bangla Sarani, Chinar Park, 3rd Floor, Unit No.305, P.S. Baguiati, P.O. Rajarhat Gopalpur, Kolkata-700136** represented by its Director **Sri Raj Kumar Agarwal** son of **Late Chhote Lal Agarwal** of **V.I.P Tower, Unit No-3B, Block-A, 80 Golaghata Road, P.S & P.O.-Lake Town, Kolkata-700 048** hereinafter referred to as the **OWNER-DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office, legal representatives, assigns and/or nominees) of the **OTHER PART**.

**[The OWNER-DEVELOPER is the Seller for the conveyances of the more effectual tile of the Flat and Appurtenances.]**

**AND**

**3.2] (1) MR. AVIJIT MUKHERJEE, PAN NO.APIPM6619N**, son of **Mr. Ajit Mukherjee**, **(2) MRS. SANGITA MUKHERJEE, PAN NO.CGPPS6951P**, wife of **Mr Avijit Mukherjee** both by **Faith- Hindu**, by **Nationality- Indian**, by **Occupation-Service & Housewife**, residing at **7/D, South Kalianivas, Barrackpore, P.O. Nona Chandanpukur, P.S. Titagarh, Kolkata-700122** hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, assigns and/or nominees) of the **ANOTHER PART**.

**NOW THIS DEED OF AGREEMENT WITNESSETH, RECORDS, GOVERNS AND BINDS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:-**

**4. 4.1] Flat:-** The Residential Flat being **No. AREG-2-4TH-F**, on the **4th Floor**, in **Block-2**, measuring about **1073 square feet** more or less and **One Car Parking Space** of the building called "**AMBEY REGENT**" and particularly mentioned in the **Part-I of the 2<sup>nd</sup> Schedule** below (Flat) constructed over the land described in the **1<sup>st</sup> Schedule**.

**4.2] Land Share:-** Undivided, impartiable, proportionate share [derived by taking in to consideration the proportion which the saleable area of the Flat bears to the total saleable area of the building premises] in the land measuring about **15 [Fifteen] Cottas- 07[Seven] Chittaks- 00 [Zero] Sq.ft** comprised in the **R.S/L.R Dag No-295** in the **L.R Khatian No-1365** at **Mouza-Jatraganchi, J.L No-24**, under the Jurisdiction of the **Hatiara Jyangra Grampanchayat No-2, P.S-Newtown**, [Past P.S-Rajarhat], **Dist-North 24 Parganas** described in the **1<sup>st</sup> Schedule** below [**Premises**].

**4.3] Benefits of Plans:-** Benefit of Plans defined in the 8<sup>th</sup> schedule below relating to the Flat and undivided impartiable proportionate benefits of the Plans relating to the share in the common portions [defined below] as is attributable to the Flat and the Parking space[defined below].

**4.4] Parking Space:-** The car parking space described in part-II of the 2<sup>nd</sup> Schedule below [**Parking Space**].

**4.5] Share in the Common Portions-:** Undivided impartible proportionate share [derived by taking into consideration the proportion which the saleable area of the Flat bears to the total saleable area of the building and building premises] in the common areas, amenities and facilities of the Building Premises attributable to the Flat [share in the Building Premises common portions] the said common areas , amenities and facilities of the building premises being described in the **Part -I of the 3<sup>rd</sup> Schedule** Below [collectively building premises common portions] and undivided impartible proportionate share [ derived by taking into consideration which the saleable area of the Flat bears to the total saleable area of the building premises] in the common areas, amenities and facilities of the building premises attributable to the Flat [share in the building premises common portions] the said common areas amenities and facilities of the building premises being described in the **Part-II of the 3<sup>rd</sup> Schedule** below [ collectively building premises common portions].

Flat, Land Share, benefits of Plans, parking space and share in the common portions collectively Flat and appurtenances.

**5. Backgrounds:**

**5.1] Ownership and title of the Seller-:** The Seller represents and warrants to the buyers that the Seller is the absolute and undisputed owner of the premises. The Seller has acquired the ownership of the premises in the manner mentioned in the 8<sup>th</sup> Schedule Below [Devolution of Title] which is true and correct.

**5.2] Commencement of Construction-:** The Developer commenced construction of the building premises and announced sell of Flats comprised in the Building Premises.

**5.3] Approach of Buyer-:** The Buyer approached the Seller to purchase the Flat and appurtenances.

**6. Basic Understanding:**

**6.1] Discussion and Negotiation -:** Discussion and Negotiation has taken place between the Seller and Buyer with regard to sell of the Flat and appurtenances and commercial terms and conditions have been finalized.

**6.2] Agreement to Sell and Purchase-:** Pursuance to such discussion and negotiation, the Seller has agreed to sell to the Buyers and the Buyer has agreed to purchase from the Seller the Flat and the Appurtenances. Conclusive and Comprehensive terms and conditions superseding all previous documents and understandings have been agreed upon which are now being recorded by this agreement.

**7. Conditions Precedents-:**

**7.1] Satisfaction of Buyer-:** The Buyer confirms, accepts and assured the Seller that the Buyer is acquainted with, fully aware of and thoroughly satisfied about the title of the Seller, the Plans, all the background papers

recited in the 8<sup>th</sup> Schedule below and the rights of the Seller to enter into this agreement and shall not raise any objection with regard thereto.

**7.2] Financial Capacity of the Buyer:-** The Buyer confirms, accepts and assures the Seller that the Buyer has the financial and other resources to meet and comply with all financial and other obligations under this agreement, punctually.

**7.3] Measurement:-** It is clarified that the saleable area of the Flat has been determined on the basis of computing **20%** of Super Built up area over and above the built up area comprising of various common areas, amenities and facilities. No variations in the saleable area of the flat having been completed in accordance with the Plans will be made.

**7.4] Saleable Area:-** Saleable area shall according to its context mean the plinth area of the Flat or all the Flat in the Building which contains the Flat including the bath rooms and balconies and also the thickness of the outer walls, internal walls and pillars and also including a proportionate share of the common portions including stair cases and landing, Stair cabins, lifts, machine room, meter rooms, over head and underground reservoirs, septic tanks, etc.....

**7.5] Parking Space Allotment:- One Car Parking Space** shall be allotted by the Seller to the Buyer in the ground floor of the Building sanctioned by the Municipal authority/ Panchayet as car parking area which shall be marked and identified at the time of handing over possession to the Buyer against consideration.

**7.6] Covenants:-** The covenants of the Buyer [Buyer's covenant] and the Covenants of the Seller [Seller Covenants] as mentioned in the Fourth Schedule Below shall perpetually run with the Land. The Parties agree accept and confirm that the Buyer's Covenants and the Seller Covenants [collectively Covenants] shall bind them and their successors in title or interests and this agreement is based on the undertaking that the Buyer's Covenants and the Seller Covenants shall be strictly performed by the Buyer and Seller respectively.

## **8. Total Consideration:-**

**8.1] Amount:-** For Flat a sum of **Rs.40,34,480/- [Rupees Forty Lacs Thirty Four Thousand Four Hundred Eighty]** only calculated @ **Rs.3,760/-only per Sq.ft** and **Car Parking Space of Rs.4,00,000/- (Rupees Four Lacs)** only totaling **Rs. 44,34,480/- ( Rupees Forty Four Lacs Thirty Four Thousand Four Hundred Eighty)** only of saleable area which the Parties confirms and accepts.

**8.2] Extras:-** In addition to the Total Consideration the Buyer shall also pay, as and when demanded by the Seller the followings

**8.2.1] Proportionately -:** Proportionate share of the costs, expenses, deposits and charges for:

**A] Electricity-:** Obtaining and providing Electricity Supply and Meter including those account of and/or transformer and Supply cables, switch gears, etc as mentioned in the **7<sup>th</sup> Schedule** Below.

**B] Betterment Fee-:** Betterment or other levies that may be charges/imposed by any Government authorities or statutory bodies on the premises or the Flat or its transfer or its construction in terms hereof, partially or wholly.

**C] Taxes-:** Service Tax at the rate of **4.5%** over the Total Consideration amount which is equivalent to a sum of **Rs. NIL only** to the Seller at as per the payment schedule written hereunder or any other Tax and imposition levied by the State Government or the Central Government from time to time.

**8.2.2 – Wholly-:** At the time indicated below, the whole of the costs, expenses, deposits and charges for -:

**A] Legal Fees-:** Fees for the Learned Advocate, who have drawn this agreement and shall draw the Deed of Transfer, shall be **Rs.20,000/- (Rupees Twenty Thousand Only)** which shall be paid on the date of possession (Defined Below) or on the date of registration of the Deed of Transfer whichever is earlier.

**B] Additional Work-:** Any variation in the construction, specification given in the 6<sup>th</sup> Schedule below [Specification] or Plans or extra work done as per desire of the Buyer. Consent in writing for such variation or additional/ extra work has to rich the Seller along with payment of the estimated expenses thereof, prior to execution of the work.

**C] Deposits-:** Deposits for items and issues mentioned in the **7<sup>th</sup> Schedule** below [Collectively Deposits] on or before the date of possession [defined below].

**9. Payment-:**

**9.1] Mode-:** The Buyer shall pay to the Seller [Developer] the total consideration mentioned in the clause 8.1 above, in the manner mentioned in Part-III of the 2<sup>nd</sup> Schedule below.

**9.2] Essence- :** Timely payment of the Total Consideration is the essence of this contract.

**10. Possession-:**

**10.1] Notice of Possession-:** Subject to Force Majeure [Natural Calamities, acts of God, Shortage of Resources, Legal Bars, Reasons beyond Control of the Seller] within **01.07.2016** the Seller shall make the Flat habitable and give notice to the Buyer [Notice] and the Buyer shall within 15 days of the date of the Notice take possession of the Flat and appurtenances [Date of Possession] after fulfilling all obligation under this agreements including payment of the balance of the Total Consideration as indicated **in Part -III of the 2<sup>nd</sup> Schedule below.**

**10.2] Deemed Possession-:** The Buyer shall, unless the Buyer takes possession earlier be deemed to have been possession of the Flats and appurtenances on the date of possession, irrespective of when the Buyer takes actual physical possession. Date of Possession shall thus mean the date on which the Buyer takes physical possession of the Flat and appurtenances or the 15<sup>th</sup> day of the date of notice, whichever is earlier.

**10.3] Complete Satisfaction of Possession-:** On the date of possession, the Buyer shall be deemed to be completely satisfied with all aspects of the Flat and appurtenance, including the measurement of the Flat and appurtenance.

**10.4] Commencement of Outgoings-:** From the date of possession all outgoings in respect of the Flat and appurtenances, including proportionate share of the common expenses/maintenance charges mentioned in the **5<sup>th</sup> Schedule below** [collective Common Expenses/ Maintenance Charges] shall become payable by the Buyer.

**11. Warranty-:**

**11.1] By Seller-:** The Seller warrant that the title to the premises is marketable and presently free from all encumbrance and the construction will be / has been made as per the Plans with permitted modifications.

**11.2] By Buyer-:** The Buyer has the financial capacity to pay the balance of the Total Consideration and all other payments to be made by the Buyer in the manner mentioned herein.

**12. Indemnity-:**

**12.1] Indemnification by the Buyer-:** The Buyer indemnifies and agrees to keep the Seller saved, harmless and indemnified of , from and against any loss or damages , the Seller may suffers as a result of non payments, non observance or non performance by the Buyer of the Buyer's covenants and/or the terms contained in this agreement.

**12.2] Indemnification by the Seller-:** The Seller indemnify and agree to keep the Buyer saved, harmless and indemnified of , from and against any loss or damages , the Buyer may suffers as a result of non observance or non performance by the Seller of the Seller's covenants and/or the terms contained in this agreement.

**13. Force Majeure-:**

**13.1]** In case there be delay in Seller fulfilling obligations hereunder due to any natural calamities, acts of God, shortage of Resources, Legal Bars, Reasons beyond Control of the Seller or reasonable estimation them they shall not be liable to pay any interests or damages therefore.

**14. Miscellaneous-:**

**14.1] Indian Law-:** This agreement shall be subject to Indian laws.

**14.2] No Agency:-** This agreement relates to only single transaction contemplated herein and shall not constitute any party to be the agent of the other party.

**14.3] Confidentiality & Non Discloser:-** The Parties shall keep confidential all non public information and documents concerning the transaction contemplated herein, unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.

**14.4] Partial Invalidity:-** If any provision of this agreement or the application thereof, to any circumstances shall be invalid or unenforceable to any extent remainder of this agreement shall not be affected thereby and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law. If any such provision is so held to be invalid, illegal or unenforceable, the Parties here to undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner, which is not invalid, illegal or unenforceable.

**15. Interpretation:-**

**15.1] Number:-** Words denoting singular number includes, where the context permits and required the plural number and vice versa.

**15.2] Headings:-** The headings in this agreement are inserted for convenience only and shall be ignored in construing the provision of this agreement.

**15.3] Definitions:-** Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

**15.4] Documents:-** Reference to a document includes an amendment and supplement to or replacement or notation of that document.

**15.5] Successors:-** A reference to a party to any document includes that party's successors and permitted assigns.

**15.6] Schedules & Plans:-** Schedules, Plans and attachments appended to this agreement form a part of this agreement and shall always be taken into consideration for interpreting the complete understanding between the parties.

**15.7] Agreement Value :-** It shall mean and include the sum paid as per the Part-III of the 2<sup>nd</sup> Schedule.

**16. Termination and Its Effect:-**

**16.1] Cancellation by Buyer:-** In the event the Buyer cancels / rescinds / terminate/determines this agreement on any ground whatsoever except breach of Seller covenants, the Seller shall be entitle to deduct **12% of agreement value** as cancellation charge and after deducting the same

percentage shall refund to the Buyer the balance of all payments received till the date of cancelation without any interests.

**16.2] Breach of Buyer's Covenants-:** In the event the Buyer fails and/or neglects to perform any of the Buyer's covenants, this agreement shall at the option of the Seller stand cancel and/or rescinded, upon which the Seller shall be entitled to deduct **12% of agreement value** as cancellation charge and after deducting the same percentage, shall refund to the Buyer the balance of all payments received till the date of cancelation without any interests. In the event the Seller condone the delay of any payment due under this agreement, the Buyer shall be liable to pay interest @ **12% per annum** for the period of delay on all amounts due and outstanding. However, such right of condonation is exclusively vested in the Seller.

**Provided that incase of breach of mode of payment of consideration written hereunder, the Seller shall send a prior 15 days' notice of demand along with 12% interest of and over the due payment of consideration to the Buyer and if the Buyer shall neglect and/or fail to make such payment within the aforesaid notice period, then the Seller at any time can cancel and determine this presents by sending the Buyer a letter of intimation of cancelation.**

**16.3] Breach of Seller's Covenants-:** In the event the Seller fail and/or neglect to perform any of the Seller's covenants this agreement shall at the option of the Buyer stand cancel and/or rescinded, upon which the Buyer shall refund to the Seller all payments received till the date of such cancelation without any interests provided however if the Seller fail to deliver the Flat and appurtenances within the time stipulated in this agreement, unless prevented by force majeure and the Buyer condones such delay then the Seller shall be liable to pay Rs.3000/-only per month or part thereof till the date of delivery of the Flat and appurtenance to the Buyer.

**16.4] Effects-:** Upon termination of this agreement neither the Buyer shall be entitled to claim any right, title and interests, either equitable or otherwise, over and in respect of Flat and appurtenances and /or the premises or part or portion thereof nor shall the Buyer be entitled to claim any charge on the Flat and appurtenances, the premises and/or any part or portion thereof in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Buyer.

**16.5] Effect of Nomination-:** On and after this agreement, if the Buyer intends to transfer the Said Unit hereby agreed to be transferred in favour of him to any other person not belonging to his blood relation, then the Buyer shall have to pay a sum of rupees equivalent to 2% of the sale price to the Developer exclusively as charge for nomination.

## **17. Arbitration-:**

**17.1] Mechanism and Procedure-:** Dispute arising out of this agreement shall be referred to the sole arbitration of such person as be appointed by the legal advisor [Arbitral Tribunal], being a reference within the meaning of the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall decide the

language, procedure and type of award [Speaking or non-speaking]. The Venue shall be Kolkata. The direction/award of the Arbitral Tribunal shall be binding on the parties.

**18. Jurisdiction:-**

**18.1]** District Judge, North 24 Parganas, Barasat in connection with the aforesaid arbitration proceedings, only the District Judge North 24 Parganas Barasat shall have the jurisdiction to receive, entertain, try and determine all actions and proceedings.

**19. Notice:-**

**19.1] Mode of Service:-** Notices under this agreement shall be served by the messenger or registered post/speed post with acknowledgement due at the above mentioned addresses of the parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected **[1]-** on the date of delivery if send by messenger and **[2]-** on the fourth day of handing over of the cover to the postal authorities, if send by registered post/speed post, irrespective of refusal to accept service by the parties.

**1<sup>st</sup> Schedule  
[Premises]**

**ALL THAT** piece and parcel of a plot of **Bastu** land measuring about **15 [Fifteen] Cottas- 07[Seven] Chittaks- 00 [Zero] Sq.ft** comprised in the **R.S/L.R Dag No-295** in the **L.R Khatian No-1365** at **Mouza-Jatraganchi, J.L No-24**, under the Jurisdiction of the **Hatiara Jyangra Grampanchayat No-2, P.S-Newtown**, [Past P.S-Rajarhat], **Dist-North 24 Parganas** which is butted and bounded as follows:-

**By the North:- R.S /L.R Dag No-302[P] & 293[P].**

**By the South:- G.P Road.**

**By the East:- R.S/L.R Dag No-295.**

**By the West:-R.S/L.R Dag No-295.**

**2<sup>nd</sup> Schedule  
[Part-I]  
[Flat]**

The Residential **Flat being No. AREG-2-4TH-F**, on the **4th Floor**, in **Block-2**, of the building called **AMBEY REGENT**, measuring about **1073 square feet super built up area [sealable Area]**.

**[Part-II]  
[Parking Spaces]**

**One Car Parking Space Allotted** of the building premises of the **AMBEY REGENT**.

**[Part-III]  
[Total Consideration & Schedule of Payment]**

**[Part-I]**

**Consolidated Consideration of the Flat a sum of Rs.40,34,480/- [Rupees Forty Lacs Thirty Four Thousand Four Hundred Eighty] only calculated @ Rs.3,760/-only per Sq.ft and Car Parking Space of Rs.4,00,000/- (Rupees Four Lacs) only totaling Rs. 44,34,480/- ( Rupees Forty Four Lacs Thirty Four Thousand Four Hundred Eighty) only of saleable area which the Parties confirms and accepts.**

**[Part-II]**

<b>On Agreement with Booking Amount = 20%</b>	<b>Rs. 8,86,896/-</b>
<b>On Possession = 80% + Other Charges Rs.75,000/- + Maintenance Deposit Rs.10,730/- Within 15.07.2016</b>	<b>Rs. 36,33,314/-</b>
<b>Total</b>	<b>Rs. 45,20,210/-</b>

**3<sup>rd</sup> Schedule  
[Common Portions]  
Part-I**

**Common portions as are common between the Co-owners of the Building.**

**1. Areas:-**

- [a]**- Ultimate/Top Roof above the top floor of the building.
- [b]**- Open and/or covered paths and passages of the building.
- [c]**- Lobbies and stair cases of the building.
- [d]**- Stair head room, Lift machine room and lift well of the Building.
- [e]**- All walls [save inside wall of any Flat] and main gates of the building.
- [f]**- Community Hall.
- [g]**- Gymnasium.

**2. Water and Plumbing:-**

- [a]**- Water reservoirs of the building.
- [b]**- Water Tanks of the building.
- [c]**- Water pipes [save those inside any flat].
- [d]**- Installations for cease fire if any, of the building.
- [e]**- Deep Tube Well.

**3. Electrical Installation:-**

- [a]**- Wiring for lighting of building common portions.
- [b]**- Electrical installation relating to meter for receiving electricity from electric supply agency.
- [c]**- Pump and motor of the building.
- [d]**- Lift and Lift machinery of the Building.
- [e]**- Transformer.
- [f]**- Generator.

4. **Drains-:**

[a]- Drains, sewers and pipes of the building.

[b]- Septic Tank.

5. **Others-:**

Other areas and installations and / or equipment as are provided in the building as extra costs for common use and enjoyments such as Computer Connection, Tele Vision, Internet Connection, and Cable T.V Connection.

**4<sup>th</sup> Schedule  
[Covenants]**

**A. Buyer's Covenants-: Note-:** For the purpose of this schedule, the expression Seller shall include the body to be formed for maintenance and management of the building, after completion (Association) wherever the context permits or require.

**[1]- Buyer aware of and satisfied with building premises and construction:** The buyer admits and accepts that the buyer upon on full satisfaction and with complete knowledge of the common portions, specifications and all other ancillary matters is entering into this agreement. The buyer has examined and is acquainted with the building premises, to the extent already constructed and to e further constructed and has agreed that the buyer shall neither have nor shall claim any right over any portion of the building premises save and except the flat and appurtenance.

**[2]- Nomination by buyer with consent:-** The buyer shall have the right to nominate and/or assign his/her right of ownership to any individual or otherwise at the time of signing of this agreement for sale without any objection and/or charges, costs etc. by the Seller.

**[3]- Buyer to pay Municipal Taxes and Maintenance Charges -:** The Buyer admits and accepts that the Buyer shall pay Municipal taxes (proportionately for the complex and wholly for the Flat And Appurtenances) from the date of possession, until the Flat and Appurtenances is separately muted in favor of the Buyer, on the basis of the bills to be raised by the Seller/Association, such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer Also admits and accepts that the Buyer shall have mutation completed at the earliest. The Buyer further Admits and accepts that the Buyer shall pay proportionate share of the common Expenses/Maintenance Charges of the Building premises as indicated in the 5<sup>th</sup> Schedule below, on the basis of the bills as raised by the Seller/Association, as the case may be, without claiming and deduction or abatement in any manner or on any account, from the date of Possession.

**[4]-Buyer to pay Interest for Delay and/or Default -:** The Buyer admits and accepts that the Buyer shall pay, without raising any objection in any manner whatsoever and without claiming any deduction of abatement whatsoever, all bills raised by the Seller Association, within 7(seven) days of presentation thereof, failing which the Buyer shall pay interest @12%(twelve percent) per annum, compoundable monthly, to the Seller/Association, such interest running till such payment is made. The Buyer also admits and accepts that in the event such bills remain outstanding for

more than 2(two) months, the Seller/Association shall be entitled to discontinue all the common facilities, amenities and services to the Buyer.

**[5]-Seller' Charge/Lien -:** The Buyer admits and accepts that the Seller shall have the first charge and/or lien over the Flat and Appurtenances for all amounts remaining outstanding from the Buyer.

**[6]-No Obstruction by Buyer to Further Construction -:** The Buyer admits and accepts that the Seller are entitled to construct further stories on and above the roof of the top floor of the building and/or to make other construction elsewhere in the building premises and the buyer shall not obstruct or object to the same. The Buyer also admits and accepts that the Seller and/or their employees and/or agents and/or contractor shall be entitled to use and utilize the common portion of the building and building premises for movement of building material and for other purposes as may become necessary for making such further construction and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.

**[7]- Acquisition of additional land-:** the Buyer admits and accepts that the Seller may acquire additional land from the adjoining properties and utilize the access /drive way to the building premises, in which event the land share of the Buyer shall increase accordingly.

**[8]- Variation Share on further construction-:** The Buyer admits and accepts that in the event of the further construction the land share and proportionate share of the Flat shall stand, altered and/or modified accordingly.

**[9]- Buyer to participate in formation of Association-:** The Buyer admits and accepts that the Buyer and other co-owner shall form an Association and the Buyer shall be the member thereof and only to the extent of unsold flat if any the Seller shall become a member of association. The Buyer shall bear and pay the proportionate cost of formation and the expenses of the Association and shall pay for, acquire and hold membership with proportionate voting rights and in this regard Buyer shall sign, execute and deliver necessary applications and all other papers, declaration and documents as may be required. The Buyer also admits and accepts until formation of Association the Seller shall look after the maintenance of the building premises. upon information of the Association all rights and obligations with regard to maintenance and the residue then remaining of the deposits, if any made by the Buyer after adjustments of all amounts then remaining due and payable, shall be transferred to the Association. The deposit shall thereafter be held by the Association in the account of the Buyer for the respective purposes thereof.

**[10]- Obligations of the Buyer-: On and from the date of possession the Buyer shall-:**

**10.1]- Co-operating in management and Maintenance-:** Co-operate in the management and maintenance of the Building and building premises by the Seller/Association.

**10.2]- Observing Rules-:** Observe the rules framed from time to time by the Seller/ Association for the beneficial common enjoyment of the building premises.

**10.3] - Paying Electricity Charges:-** Pay for electricity and other utilities consumed in or relating to the Flat and appurtenances. It is clarified that the Buyer, at own costs and expenses shall be liable to take electricity connection from the W.B.S.E.D.C.LTD directly and the Seller, apart from giving necessary consent therefore if necessary, shall not have any liability whatsoever.

**10.4]- Meter and Cabling:-** Be liable to draw the electric lines /wires from the meter room to the Flat through the duct and pipes provided therefore, ensuring that no inconveniences is caused to either the Seller or to the other co-owners. The main electric meter shall be installed only at the common meter room in the ground floor of the building. The Buyer shall, similarly, use the ducts and pipes provided for T.V, Internet, Tele Phone Cables etc,, and shall under no circumstance be entitled to string wires and cable through any other part or portion of the building premises.

**10.5]- Residential Use:-** Use the Flat for residential purpose. Under no circumstances the Buyer shall use the Flats for commercial or industrial purpose.

**10.6]- No Alteration:-** Not to alter, modify or in any manner change the elevation and R.C.C frame structure of the Building. In the event the Buyer alters/changes the elevation of the Building Premises, the Buyer shall compensate the Seller of damage done as estimated by the Seller.

**10.7] No Changing Name:-** Not to change / alter / modify the name of the Building Premise which shall be given by the Seller at its sole discretion.

**10.8] No Nuisance:-** Not to use the Flat or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to the other occupants of the Building or to the neighboring properties.

**10.9] No Storage:-** Not to allow storage of any goods , articles or things in the common portion and/or any part or portion of the Building Premises and not to cause any water stagnant on the floor of the flat and/or on the Ground Floor of the said Building premises.

**10.10] No Obstruction:-** Not to obstruct the Seller/Association in their acts, relating to the common portion and not to obstruct the Seller in constructing the other building in the premises and selling or granting rights to any person on any part of the building premises[excepting the Flat and the parking spaces].

**10.11] No Violating Rules:-** Not to violate any of the rules and/or regulations laid down by the Seller and/or the Association for the user of the common portion.

**10.12] No Throwing Refuse:-** Not to throw or accumulate or caused to be thrown or accumulated any dust, rubbish or other refuse in the common portion save at the places indicated therefore.

**10.13] No Blocking Common Portions:-** Not to place or caused to be placed any articles or objects in the building common portions and premises common portions.

**10.14] No injurious Activities:-** Not to carry on or caused to be carried any obnoxious or injurious activity in or through the Flat, Parking Space, the building common portion or the premises common portions.

**10.15] No Signage:-** Not to put up or affix any sign board or name plate or other things or other similar articles in the building common portions and premises common portions or outer side wall of the building or any other building of the premises and/or outer side walls of the Flat and/or outer side wall of the premises save at the place provided therefore provided that which shall not prevent the Buyer from displaying a decent name plate outer side the main door of the Flat.

**10.16] No Storing Hazardous Articles:-** Not to keep or store any offensive combustible inflammable obnoxious, hazardous or dangers articles in the Flat and /or the parking space.

**10.17] No Drawing Wire/Cable- :** Not to affix or draw any wire, cable pipe from, to or through any building common portion or premises common portion or outer side walls of the building save in the manner indicated by the Seller/Association.

**10.18] No Floor damage:** Not to keep any heavy articles or things, nor to use the flat in such a way which are likely to damage the floor or not to operate any machine except usual home appliances.

**10.19] No Installing Generator:** Not to use or keep or run any private generator except inverter.

**10.20] No Affixing Grille:** Not to affix or change windows or grille without prior written permission of the Seller/Association.

**10.21] No Objection to Construction of the Building Premises:** Notwithstanding anything contained in this agreement, it is clarified that the buyer has accepted the scheme of the Seller to construct the building phase wise and hence the buyer has no objection to the continuance of the construction of the other portion of the building even after delivery of possession of the flat and the appurtenances. The Buyer shall no raise any objection to any inconvenience as may be suffered by the buyer thereto.

**10.22] No Disputes for non-construction of other Areas:-** It is further clarified that the Buyer shall not have any right to raise any disputes or make any claim with regard to the Seller either constructing or not constructing any portion of the complex other than the Flat and Appurtenances.

**10.23] No Dispute for further construction of the Building:-** If the Developer thinks fit and proper then it can lawfully construct another floor over the existing roof of the Building Premises and in that case neither the Buyer nor his/her occupants shall cause any objection.

**10.24] Completion of Project:** The expression "completion of project/construction" whenever used and shall be used in this agreement shall mean the completion and finishing of construction of the Flat and Appurtenances and Car Parking Space and habitual common areas.

**B]. Seller's Covenants:-**

**1] Completion of Transfer:-** The transfer shall be completed upon the Seller's executing and registering the transfer Deed in favour of the buyer.

**2] Maintenance of Building/Building Premises-:** Till formation of Association & subject to all Flat Buyers paying the common expenses and maintenance charges the Seller shall be obliged to manage and maintain the Building Common portion and the premises common portions.

**3] No Creation of Encumbrances-:** The Seller shall not create any encumbrances on the flat and appurtenances after the date of this agreement.

**4] Co operation in financing -:** The Seller shall render all necessary co-operations to the Buyer for obtaining housing finance for purchase of the Flat and appurtenances if required by the Buyer.

**5] Completion of Construction-:** Subject to the Buyer the installments of the total consideration and all other payments required to be made under this agreement in time, the Seller shall complete and finish the Flat and appurtenances within the time stipulated in this agreement unless prevented by force measure.

#### **5<sup>th</sup> Schedule [Common Expenses]**

**1]** The expenses of administration, maintenance, repairs, replacements, of the common equipments and accessories common areas, and facilities including white washing , painting, decorating, the exterior portion of the said building and building complex , boundary walls entrance, the stair case , the gutters, rain water pipes, motors, pumps, water, and gas pipes, electric wirings and installation , sewerage, drains, and all other common parts , fixtures, fittings, and equipments in, under or upon the building enjoyed or used in common by the purchaser , co-purchasers, or other occupiers.

**2]** The cost of clearing, maintaining and lighting the main entrance, passages, landing staircase, and other parts of the building as enjoyed or used in common by the occupants of the said building.

**3]** The salaries of the Chowkidars, plumbers, electricians, sweepers etc.

**4]** The cost of repairs, replacements, and maintenance of pumps, tub well and other plumbing works including all other services rendered in common in all other occupiers.

**5]** Municipal or other taxes of owners and occupiers and other levies and out goings etc.

**6]** Insurance of the building against earthquake, fire mob, civil commotion etc.

**7]** All electrical charges, payable in common for the common portions of the said building.

**8]** Such other expenses including printing and sanitary as also all litigation expenses in respect of any dispute with municipality, other authority, Government insurance company or any other person or persons in relation to or as may be deemed by the developer or any ad hoc committee association of the occupiers and upon keep of the

said building.

**9] The** respective owners of the said building called “**AMBEY REGENT**” are liable to form an association to provide the repair & maintenance of all common use, enjoyments and facilities as mentioned hereinabove.

**6<sup>th</sup> Schedule  
[Specification]**

- 1. STRUCTURE-: Building** designed with R.C.C. Frame structure which rest on individual column.
- 2. EXTERNAL WALL -:** 8” thick brick wall and plaster with cement mortar.
- 3. INTERNAL WALL -:** 5” [between two walls] or 3” [all internal walls] thick brick wall and plaster with cement mortar.
- 4. FLOORING -:** Flooring is Standard quality Vitrified Tiles with 4” skirting.
- 5. KITCHEN-:** Covered/open kitchens, Granite Paltformwith a stainless steel sink. Kitchen wall tiles upto 4’ft above counter.
- 6. TOILET-:** Flooring and Dado up to 6’-6” height ceramic tiles. Hot and cold water lines in all bath rooms with quality C.P fittings. White Sanitary bathroom with water proofing. Sanitary ware-: Parry Ware/Hind Ware. Sanitary faucet-: Essco/Parry Ware/Hind Ware.
- 7. DOORS-:** Main door will be good quality wooden flash doors.
- 8. WINDOWS-:** Aluminum Sliding window with grill.
- 9. WATER SUPPLY-:** Water Supply round the clock is assured for which necessary deep tube well with submersible pump will be installed.
- 10. PLUMBING-:** Toilet concealed wiring with two bib cock, one shower, in toilets all fittings are standard quality as per the choice of the **DEVELOPER/SELLER**.
- 11. VERANDAH/BALCONYS-:** Verandah/Balcony grill will be provided by 02’-00” in height from 01’-00” top of floor.
- 12. OTHER WORKS-:**
  - a)** Full concealed wiring with copper conduct.
  - b)** In bed Rooms two light points, only one five amp plug point, one fan point, One AC Point.
  - c)** Leaving/dining room -three light points, one fan points, one 05/15 amp Plug point.
  - d)** Kitchen- one light point, one exhaust fan point and one 15 amp Plug point.
  - e)** Toilet- one light point, one exhaust fan point. And Geyser Point in all Toilets.

- f) Verandah- Two light point.
- g) One light point in the main entrance.
- h) Calling Bell- one calling bell point at the main entrance.

**13. ELECTRIC:-** Electric Meter mother meter and transformer (if any) will be installed by the DEVELOPER/SELLER at its costs and expenditure and the said **DEVELOPER/SELLER** for individual electric meter will be borne by the land owner for their allocation but if the **OWNER** transfers by way of sale, lease, mortgage, charge or gift to other than his blood relation the respective transferee/occupiers and/or the **OWNER** shall pay and bear all proportionate costs and charges for the same.

**14. PAINTING:-**

- a) Inside wall of the Flat will be finished with plaster of paris and external wall with super snowcem or equivalent.
- b) All doors shutters & frame painted with two coats of white primer.

**15. EXTRA WORK:-** Any work other than specified above would be regarded as extra work for which separate payment is required to be paid.

**16.** The amenity charges as referred hereinabove will be applied by the Developer at its sole discretion.

**7<sup>th</sup> Schedule  
[Said Deposits]**

- 1] Deposit towards to maintenance charges- **Rs.10/-**only per sq.ft both for running and for deposit maintenance.
- 2] Cost of Electrical transformer & Generator Set = **Rs. 75,000/-**only.

**8<sup>th</sup> Schedule  
[Devolution of Title]**

- 1] **ALL THAT** piece and parcel of a plot of **Bastu** land measuring about **15 [Fifteen] Cottas- 07[Seven] Chittaks- 00 [Zero] Sq.ft** comprised in the **R.S/L.R. Dag No-295** in the **L.R Khatian No-1365** at **Mouza-Jatraganchi, J.L No-24**, under the Jurisdiction of the **Hatiara Jyangra Grampanchayat No-2, P.S-Newtown, [Past P.S-Rajarhat], Dist-North 24 Parganas** which is butted and bounded as follows:-

**By the North:- R.S /L.R Dag No-302[P] & 293[P].**

**By the South:- G.P Road.**

**By the East:- R.S/L.R Dag No-295.**

**By the West:-R.S/L.R Dag No-295.**

**2] Back Ground Representation and Warranty regarding Title :-**

**2.1] Representations and warranties Regarding Title:-** The Land Owners have made the following representations and given the following warranties to the Buyer regarding the title of premises.

**2.1.a] Absolute Ownership of Ali Mahammad Mondal, Yar Ali Mondal and Subijan Mondal:-** That said Ali Mahammad Mondal, Yar Ali Mondal and Subijan Mondal was the joint owner of ALL THAT a plot of Bastu Land measuring about 15 Cottas – 07 Chittaks – 00 sq.ft. comprised in the R.S./L.R. Dag No. 295 in R.S. Khatian No. 195 at Mouza- Jatragachi, J.L. No. 24, P.S. the then Rajarhat presently New Town under the Gram Panchayet of Jyangra Hatiara Gram Panchayet No.2, District- North 24 Parganas, absolutely and forever free from all encumbrances.

**2.1.b] Transfer by said Ali Mahammad Mondal, Yar Ali Mondal and Subijan Mondal –** That by a registered Deed of Sale registered at the Office of the ADSR, Bidhannagar Saltlake City recorded therein in Book No.1, being Deed No. 7728 for the year 1985 said Ali Mahammad Mondal, Yar Ali Mondal and Subijan Mondal jointly have granted sold, conveyed assigned and assured and transferred and delivered Khas Possession of their aforesaid plot of land measuring about 15 Cottas – 07 Chittaks – 00 sq.ft. comprised in the R.S./L.R. Dag No. 295 in R.S. Khatian No. 195 at Mouza- Jatragachi, J.L. No. 24, P.S. the then Rajarhat presently New Town under the Gram Panchayet of Jyangra Hatiara Gram Panchayet No.2, District- North 24 Parganas unto and in favour of Sri Ashutosh Sarkar, son of Late Umesh Chandra Sarkar of CB-10/1, Deshbandhunagar, Baguiati, P.S. Rajarhat, District- North 24 Parganas, Kolkata-700 059.

**2.1.c] Absolute Ownership of Sri Ashutosh Sarkar :-** That by virtue of the aforesaid sale said Sri Ashutosh Sarkar has owned, seized and possessed of ALL THAT the aforesaid plot of land measuring about 15 Cottas – 07 Chittaks – 00 sq.ft. comprised in the R.S./L.R. Dag No. 295 in R.S. Khatian No. 195 at Mouza- Jatragachi, J.L. No. 24, P.S. the then Rajarhat presently New Town under the Gram Panchayet of Jyangra Hatiara Gram Panchayet No.2, District- North 24 Parganas absolutely and forever free from all encumbrances, charges, liens, mortgages, attachments, lispendance, claims and/or demands whatsoever.

**2.1.d] Absolute ownership of Muskan Residency Pvt. Ltd. Herein the DEVELOPER/SELLER :-** Said Sri Ashutosh Sarkar by a registered Deed of Sale registered at the Office of the ADSR, Bidhannagar Saltlake City copied therein in Book No.1, CD Volume No. 3, Pages from 9659 to 9671 being No. 02548 for the year 2007 has granted sold, conveyed, assigned, assured ALL THAT a plot of land measuring about measuring about 15 Cottas – 07 Chittaks – 00 sq.ft. comprised in the R.S./L.R. Dag No. 295 in R.S. Khatian No. 195 at Mouza- Jatragachi, J.L. No. 24, P.S. the then Rajarhat presently New Town under the Gram Panchayet of Jyangra Hatiara Gram Panchayet No.2, District- North 24 Parganas unto and in favour of the Muskan Residency Pvt. Ltd. herein the

**DEVELOPER/SELLER.** In consequence to the aforesaid purchase said **DEVELOPER/SELLER** has become the absolute owner, possessor and occupier of the aforesaid plot of land free from all encumbrances.

- 2.1.e]** **Mutation of name of the Muskan Residency Pvt. Ltd. herein the DEVELOPER/SELLER in the Office of B.L & L.R.O-:** subsequently said Muskan Residency Pvt. Ltd. herein the **DEVELOPER/SELLER** has mutated its name in the L.R Khatian No-1365 in respect of the aforesaid plot of land measuring about 15 Cottas- 07 Chittaks- 00 Sq.ft. in the R.S/L.R. Dag No-295.
- 2.1.f]** **That the DEVELOPER/SELLER herein the absolute owner of the ALL THAT** piece and parcel of a plot of **Bastu** land measuring about 15 Cottas – 07 Chittaks – 00 sq.ft. comprised in the R.S./L.R. Dag No. 295 in R.S. Khatian No. 195 corresponding to L.R. Khatian No. 1365 at Mouza- Jatragachi, J.L. No. 24, P.S. the then Rajarhat presently New Town under the Gram Panchayet of Jyangra Hatiara Gram Panchayet No.2, District- North 24 Parganas, absolutely and forever free from all encumbrances.
- 3.1]** **Sanction Building Plan and Construction of the Building namely “AMBEY REGENT”-:** The said **Developer/Seller** obtained a building sanctioned plan in its name from the concern department of the **Jayangra Hatiara Gram Panchayet No.2 vide Plan No. SL.No.35 dated 22.12.2010** and on the basis of the said building plan the said **Developer/Seller has started to make construction towards completion of one multi storied G+4 building** marked and classified as **“AMBEY REGENT”** more fully described in the **9<sup>th</sup> Schedule** hereinafter written.
- 4]** **Ownership of Building Premises-:** The Developer/Seller namely Muskan Residency Pvt. Ltd. is the absolute owner of the aforesaid land and the building and its part to be constructed over the said plot of land absolutely and forever.

**9<sup>th</sup> Schedule**  
**[Description of the Building]**

ALL THAT a G+4 storied building [Tower Type Block Wise ] called "AMBEY REGENT" constructed/will be constructed as per the Building Sanction Plan SL.No.35 dated 22.12.2010 approved by the local Gram Panchayet of Jayangra Hatiara Gram Panchayet No.2 over the aforesaid plot of land .

5] Execution and Delivery:-

20.1- In Witnesses Whereof the parties have executed and delivered this agreement for sale on the day month and year as above written.

SIGNATURE OF THE DEVELOPER/SELLER

SIGNATURE OF THE PURCHASER