

- (f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Flat and the Said Block and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat. In the event the Buyer makes any alterations/changes, the Buyer shall compensate the Developer /the Association (upon formation) (as the case may be) as estimated by the Developer /the Association (upon formation) for restoring it to its original state.
- (g) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Portions or the Said Block. The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Block and/or on any external part of the Said Block and/or the roof thereof. The Buyer shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. Grills may only be installed by the Buyer on the inner side of the doors and windows of the Said Flat. The Buyer shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Developer, it being clearly understood by the Buyer that no out-door units of split air-conditioners will be installed on the external walls of the Said Block and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Buyer shall install the out-door unit of the same either inside the Buyer's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Buyer shall also not install any collapsible gate on the main door/entrance of the Said Flat. The Buyer accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Block/Said Complex, which is beneficial to all.
- (h) **No Sub-Division:** not sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the names of the Said Block and the Said Complex from that mentioned in this Agreement.
- (j) **No Nuisance and Disturbance:** not use the Said Flat or the Common Portions or the Specified Facilities or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Block and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (k) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions and the Specified Facilities.

- (l) **No Obstruction to Developer/Facility Manager/Association/Apex Body:** not obstruct the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Portions and the Specified Facilities and not obstruct the Developer in constructing on other portions of the Said Block and/or the Said Block and/or the Said Complex and selling or granting rights to any person on any part of the Said Block/the Said Complex (excepting the Said Flat and the Said Parking Space, if any).
- (m) **No Obstruction of Common Portions/Specified Facilities:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Said Parking Space, if any.
- (n) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Portions and the Specified Facilities.
- (o) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions and the Specified Facilities **save** at the places indicated therefor.
- (p) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Said Parking Space, if any, the Common Portions and the Specified Facilities.
- (q) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Said Parking Space, if any.
- (r) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions and the Specified Facilities or outside walls of the Said Flat/Said Block/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat.
- (s) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the Floors or install and operate any machine or equipment **save** usual home appliances.
- (t) **No Installing Generator:** not install or keep or run any generator in the Said Flat and the Said Parking Space, if any.
- (u) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
- (v) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.

(w) **No Damage to Common Portions and Specified Facilities:** not damage the Common Portions and the Specified Facilities in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.

(x) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Flat.

11.1.11 **Notification Regarding Letting/Transfer:** If the Buyer lets out or sells the Said Flat And Appurtenances, the Buyer shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's/buyer's address and telephone number.

11.1.12 **No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Buyer has accepted the scheme of the Developer to construct/develop the Said Complex in phases and to construct on other portions of the Said Property and hence the Buyer has no objection to the continuance of construction in the other portions of the Said Block/the Said Property/the Said Complex, even after the Date Of Possession Notice. The Buyer shall not raise any objection to any inconvenience that may be suffered by the Buyer due to and arising out of the said construction/development activity.

11.1.13 **No Right in Other Areas: Save and except** the Easement Rights, the Buyer shall not have any right in the other portions of the Said Block/the Said Property/the Said Complex and the Buyer shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing on the said other portions of the Said Block/the Said Property/the Said Complex.

11.1.14 **Roof Rights:** A demarcated portion of the top roof of the Said Block shall remain common to all Intending Buyers of the Said Block (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Block shall belong to the Developer with right of exclusive transfer and the Buyer specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Block as aforesaid, the Developer shall always have the right of further construction on the entirety of the top roof and the Buyer specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all Intending Buyers of the Said Block.

11.2 **Owner's And Developer's Covenants:** The Owner and the Developer covenant with the Buyer and admit and accept that:

11.2.1 **Completion of Transfer:** The transfer of the Said Flat And Appurtenances shall be completed by the Owner and the Developer by executing conveyance in favour of the Buyer provided the Buyer pays all amounts required for the same.

11.2.2 **No Creation of Encumbrance:** The Owner and the Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Buyer in respect of the Said Flat And Appurtenances, subject to the Buyer fulfilling all terms, conditions and obligations of this Agreement.

11.2.3 **Documentation for Loan:** The Developer shall provide to the Buyer all available documents so that the Buyer may get loan from banks and financial institutions.

12. Termination and its Effect

12.1 **Cancellation by Buyer:** The Buyer shall have the right to cancel/terminate this Agreement at any time and if the Buyer does so, the Developer shall refund to the Buyer all payments received till that date, without any interest, after (1) deducting 30% (Thirty percent) of the Total Price (2) deducting any interest or incidental expenses due and payable by the Buyer, and thereafter refund the balance amount (if any) after 365 days from the date of accepting such cancellation request. The taxes paid by Buyer, till the date of cancellation acceptance by the Sellers, will not be refunded. The Buyer confirms that, in case of Home Loan, since the Buyer shall be paying only initial 10% (ten percent) or 20% (twenty percent) of the Total Price depending upon the home loan approval from bank/financial institution, therefore the balance i.e. 20% (twenty percent) of total price where initial contribution is 10% (ten percent) or 10% of total price where initial contribution is 20% payable towards the cancellation charges shall be borne and paid by the Buyer, in their personal capacity, for which the Buyer undertakes and keep the Developer saved harmless and indemnified. Further the Buyer also empowers the Developer to claim such pending amount towards cancellation charges, on failure to pay the same to the Developer, by initiating legal proceedings against the buyer.

12.2 **Breach of Buyer's Covenants:** In the event the Buyer (1) fails to make payment of any part or portion of the Total Price, Mandatory Costs and Deposits and other charges, or (2) neglects or fails to perform the Buyer's Covenants and/or the obligations on the part of the Buyer to be performed in terms of this Agreement, or (3) fails to make payment as per demand letter raised by Developer which is due for 90 (ninety) days from the date of last unpaid demand, in such circumstances, this Agreement shall, at the option of the Developer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Buyer all payments received till that date, without any interest, after deducting 30% (Thirty percent) of the Total Price, in the manner stated above, and deduction of any interest due for late payment or incidental expenses due and refund the balance amount (if any) after 365 days from the date of intimation of cancellation. The taxes paid by Buyer, if any, till the date of cancellation intimation by Sellers, will not be refunded. Payments made by the Buyer for up-gradation shall be non-refundable. In the event the Developer condones the delay of any payment due under this Agreement, the Buyer shall be liable to pay interest @ 14% (Fourteen percent) per annum for the period of delay (computed from the date the payment became due till the date of payment) on all amounts due and outstanding. However, such right of condemnation is exclusively vested in the Developer and the Buyer shall not be entitled to claim the same as a matter of right.

12.3 **Effect:** Upon termination of this Agreement due to any of the circumstances mentioned in Clauses 12.1 and 12.2 above, the Buyer shall not be entitled to claim any right, title and interest (either equitable or otherwise) over and in respect of the Said Flat And Appurtenances and/or the Said Block and/or the Said Complex and/or the Said Property or any part or portion thereof and the Buyer shall further not be entitled to claim any charge on the Said Flat And Appurtenances and/or any part or

portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

13. Taxes

- 13.1 Obligation Regarding Taxes:** In the event of the Owner and/or the Developer being made liable for payment of any tax (excepting Income Tax and Service Tax, if any, levied in regard to the Development Agreement) duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body) or if the Owner and/or the Developer are advised by their consultant that the Owner and/or Developer are liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Owner and/or Developer having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Buyer shall be liable to pay all such tax, duty, levy or other liability and hereby indemnifies and agrees to keep the Owner and/or the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Owner's and/or Developer's consultant shall be paid by the Buyer at or before the Date Of Possession.

14. Defects

- 14.1 Decision of Architect Final:** If any work in the Said Flat And Appurtenances is claimed to be defective by the Buyer, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Developer shall at its own costs remove the defects. This will however not entitle the Buyer to refuse to take possession of the Said Flat and if the Buyer does so, the provisions regarding deemed possession as contained in Clauses 9.6.1 and 9.6.2 above shall apply and all consequences mentioned therein shall follow.

15. Association, Apex Body and Rules

- 15.1 Rules of Use:** The Said Flat And Appurtenances shall be held by the Buyer subject to such rules and regulations as may be made applicable by the Association and the Apex Body from time to time.
- 15.2 Restrictions:** The Buyer agrees that the Buyer shall use the Said Flat And Appurtenances subject to all restrictions as may be imposed by the Association and the Apex Body.

16. Force Majeure

- 16.1 Circumstances Of Force Majeure:** The Developer shall not be held responsible for any consequences or liabilities under this Agreement if the Developer is prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God (2) acts of nature (3) acts of war (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) riots (9) non availability or reduced availability of building materials and strike by material suppliers, transporters, contractors,

workers and employees (10) delay on account of receiving statutory permissions (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively **Circumstances Of Force Majeure**).

- 16.2 **No Default:** The Developer shall not be deemed to have defaulted in the performance of the Developer's contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence of any event constituting Circumstances Of Force Majeure.
17. **Miscellaneous**
- 17.1 **Indian Law:** This Agreement shall be subject to Indian Laws.
- 17.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.
- 17.3 **Confidentiality and Non-Disclosure:** The Parties shall keep confidential all non-public information and/or documents concerning the transaction recorded herein, unless compelled to disclose such information and/or documents by judicial or administrative process.
- 17.4 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto 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. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.
- 17.5 **No Claim of Un-Enforceability:** This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement. Any outstanding regulatory compliances/permits shall be duly complied with and obtained by the concerned Party and all rights of such Party shall be subject to the same.
- 17.6 **Right of Possession:** The right of possession of the Buyer in respect of the Said Flat And Appurtenances shall arise only upon the Buyer fulfilling all obligations as are contained in this Agreement.

- 17.7 **Nomination by Buyer with Consent:** The Buyer admits and accepts that before the execution and registration of conveyance deed of the Said Flat And Appurtenances, the Buyer will be entitled to nominate, assign and/or transfer the Buyer's right, title, interest and obligations under this Agreement on payment of 3% (three percent) of the Total Price, of the Said Flat and the Said Parking Space, as nomination charge to the Developer **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the following conditions:
- 17.7.1 **Buyer to Make Due Payments:** The Buyer shall make payment of all dues of the Developer in terms of this Agreement, up to the time of nomination.
- 17.7.2 **Written Permission of Developer:** The Buyer shall obtain prior written permission of the Developer and the Buyer and the nominee shall be bound to enter into a tripartite agreement with the Owner and the Developer.
- 17.7.3 **Additional Legal Fee:** The Buyer shall pay an additional legal fee of Rs.10,000/- (Rupees ten thousand) to the Legal Advisor towards the tripartite Nomination Agreement.
- 17.7.4 **No Nomination Charges for Parent, Spouse and Children:** **Subject to** the approval and acceptance of the Developer **and subject to** the above conditions, the Buyer shall be entitled to nominate, assign and/or transfer the Buyer's right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid nomination charge.
- 17.7.5 **No Nomination Charges for First Transfer:** **Subject to** the approval and acceptance of the Developer **and subject to** the above conditions, the Buyer shall be entitled to nominate, assign and/or transfer the Buyer's right, title, interest and obligations under this Agreement without payment of the aforesaid nomination charge for the first transfer.
- The Buyer admits and accepts that the Buyer shall not nominate or assign the rights under this Agreement save in the manner indicated above.
- 17.8 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but does not supersede any document contemporaneously entered into between the Parties.
- 17.9 **Counterparts:** This Agreement is being executed simultaneously in counterparts and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Buyer and another by the Developer.
- 17.10 **Amendments/Modifications:** No amendments or modifications of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

- 17.11 **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 17.12 **Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the Party or an authorized agent of the Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall not constitute a waiver of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.
- 17.13 **No Agency:** The Parties are entering into this Agreement on principal-to-principal basis and nothing contained herein shall make the Parties agents of each other.

18. Notice

- 18.1 **Mode of Service:** Notices under this Agreement shall be served by email or by messenger or by registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the addresses are changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by email/messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The Developer shall give notices on behalf of the Owner.

19. Dispute Resolution

- 19.1 **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (excepting disputes which are to be expressly referred to and resolved by the Architect) (collectively **Disputes**) shall be referred to the Arbitral Tribunal described in Clause 19.1.1 below and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:
 - 19.1.1 **Constitution of Arbitral Tribunal:** The Arbitral Tribunal shall consist of 1 (one) arbitrator, who shall be an Advocate, to be nominated by the Legal Advisor.
 - 19.1.2 **Place:** The place of arbitration shall be Kolkata only.
 - 19.1.3 **Language:** The language of arbitration shall be English.
 - 19.1.4 **Binding Effect:** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Disputes and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

- 19.2 **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the Said Flat And Appurtenances and/or the Said Block/Said Property without first referring the matter to arbitration and till the Arbitral Tribunal has given its direction/award.
20. **Jurisdiction**
- 20.1 **District Judge and High Court:** In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.
21. **Rules of Interpretation**
- 21.1 **Number and Gender:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include other genders.
- 21.2 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.
- 21.3 **Schedules:** Schedules 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. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 21.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 21.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 21.6 **Successors:** A reference to a Party includes that Party's successors and permitted assigns.
- 21.7 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

**1st Schedule
Part I
(Said Property)**

Land measuring 1501 (one thousand five hundred and one) decimal, more or less, equivalent to about 45 (forty five) bigha, comprised in R.S./L.R. Dag Nos. 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 874, 875, 876, 877, 878, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 907, 908, 909, 910, 911, 912, 917, 918, 919, 920, 923, 924, 925 and 926, L.R. Khatian No. 164/3, Mouza Bishnupur, J.L. No. 44, Police Station Rajarhat, Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)] within Rajarhat-Bishnupur 2 No. Gram Panchayat, District North 24 Parganas.

**1st Schedule
Part II
(Devolution of Title)**

1. By virtue of 70 (seventy) registered Deeds of Conveyance (collectively **Said Deeds**), the Owner purchased the Said Property from several persons, free from all encumbrances and for the consideration mentioned in the Said Deeds. The registration details of the Said Deeds are given below:

Sl. No.	Date	Registration Office	Book No.	Volume No.	Pages	Being No.	Year
1.	25.1.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	10	371-378	387	2000
2.	02.02.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	13	111-118	481	2000
3.	02.02.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	13	89-98	479	2000
4.	07.03.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	34	75-82	1341	2000
5.	07.03.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	34	99-106	1344	2000
6.	07.03.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	34	91-98	1343	2000
7.	07.03.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	34	83-90	1342	2000
8.	28.04.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	60	207-216	2377	2000
9.	29.06.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	100	325-332	4036	2000
10.	19.05.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	71	1-8	2802	2000
11.	26.05.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	70	389-396	2800	2000
12.	29.06.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	100	333-340	4037	2000
13.	28.07.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	106	351-360	4274	2000
14.	25.10.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	144	83-88	5723	2000
15.	21.05.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	270	90-102	0509	2001
16.	21.05.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	181	1-16	0342	2001
17.	18.07.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	267	125-136	0504	2001
18.	17.03.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	309	15-37	0581	2001

19.	21.04.2006	A.D.S.R., Bidhannagar (Salt Lake City)	1	467	218-249	7769	2006
20.	21.03.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	102	100-113	01921	2001
21.	29.03.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	126	160-178	2412	2001
22.	28.07.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	106	361-368	4275	2000
23.	20.12.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	69	212-249	01281	2002
24.	03.09.2002	A.D.S.R., Bidhannagar (Salt Lake City)	1	391	127-154	07060	2002
25.	27.08.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	319	274-300	06024	2001
26.	03.09.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	344	19-46	06477	2001
27.	09.01.2002	A.D.S.R., Bidhannagar (Salt Lake City)	1	94	77-93	01740	2002
28.	17.04.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	137	208-222	02606	2001
29.	21.08.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	116	305-312	4655	2000
30.	07.12.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	184	23-36	7368	2000
31.	30.04.2002	A.D.S.R., Bidhannagar (Salt Lake City)	1	300	45-78	05455	2002
32.	18.09.2002	A.D.S.R., Bidhannagar (Salt Lake City)	1	406	260-280	07323	2002
33.	24.09.2002	A.D.S.R., Bidhannagar (Salt Lake City)	1	416	225-245	07490	2002
34.	03.01.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	7	136-163	00137	2001
35.	12.01.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	21	175-196	00370	2001
36.	30.01.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	26	209-228	00471	2001
37.	05.02.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	35	1-11	00640	2001
38.	22.02.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	66	183-199	01213	2001
39.	21.03.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	101	287-296	01914	2001
40.	26.03.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	113	105-125	02146	2001
41.	21.05.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	178	299-314	03387	2001
42.	11.02.2003	A.D.S.R., Bidhannagar (Salt Lake City)	1	219	235-258	03887	2003
43.	10.06.2005	A.D.S.R., Bidhannagar (Salt Lake City)	1	314	244-268	05144	2005
44.	14.09.2005	A.D.S.R., Bidhannagar (Salt Lake City)	1	373	1-39	6107	2005
45.	21.08.2001	A.D.S.R., Bidhannagar (Salt Lake City)	1	320	91-104	06030	2001
46.	25.06.2002	A.D.S.R., Bidhannagar (Salt Lake City)	1	300	1-23	05452	2002
47.	26.09.2002	A.D.S.R., Bidhannagar (Salt Lake City)	1	416	120-151	07486	2002
48.	14.07.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	100	317-324	4035	2000
49.	14.07.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	100	307-316	4034	2000
50.	09.05.2000	A.D.S.R., Bidhannagar (Salt Lake City)	1	65	95-102	2573	2000

51.	21.06.2000	A.D.S.R., Bidhannagar (Salt Lake City)	I	85	143-150	3407	2000
52.	19.05.2000	A.D.S.R., Bidhannagar (Salt Lake City)	I	70	365-372	2797	2000
53.	19.05.2000	A.D.S.R., Bidhannagar (Salt Lake City)	I	71	9-16	2803	2000
54.	25.06.1999	A.D.S.R., Bidhannagar (Salt Lake City)	I	64	373-378	2595	1999
55.	25.08.1999	A.D.S.R., Bidhannagar (Salt Lake City)	I	91	163-172	3658	1999
56.	25.08.1999	A.D.S.R., Bidhannagar (Salt Lake City)	I	91	153-162	3657	1999
57.	20.08.2001	A.D.S.R., Bidhannagar (Salt Lake City)	I	308	161-179	0580 2	2001
58.	25.06.1999	A.D.S.R., Bidhannagar (Salt Lake City)	I	64	373-378	2596	1999
59.	21.03.2001	A.D.S.R., Bidhannagar (Salt Lake City)	I	101	297-316	0191 5	2001
60.	01.09.1999	A.D.S.R., Bidhannagar (Salt Lake City)	I	92	281-288	3709	1999
61.	13.02.2013	A.D.S.R., Rajarhat, New Town	I	03	7368 to 7401	0190 7	2013
62.	19.02.2013	A.D.S.R., Rajarhat, New Town	I	03	14024 to 14054	0220 6	2013
63.	03.04.2013	A.D.S.R., Rajarhat, New Town	I	06	5449 to 5482	0396 1	2013
64.	12.04.2013	A.D.S.R., Rajarhat, New Town	I	06	115484 to 11612	0426 6	2013
65.	15.11.2000	A.D.S.R., Bidhannagar (Salt Lake City)	I	156	93-100	0621 3	2000
66.	17.04.2013	A.D.S.R., Rajarhat, New Town	I	CD-7	394-427	0446 3	2013
67.	27.05.2013	A.D.S.R., Rajarhat, New Town	I	CD-9	4138 to 4167	0619 3	2013
68.	04.07.2013	A.D.S.R., Rajarhat, New Town	I	CD-12	5145 to 5171	0819 4	2013
69.	28.05.2013	A.D.S.R., Rajarhat, New Town	I	CD-8	13751 to 13777	0588 4	2013
70.	25.07.2013	A.D.S.R., Rajarhat, New Town	I	CD-13	9782 to 9800	0909 0	2013

- Mutation:** The Owner has mutated its name in the records of Land Revenue Settlement vide L.R. *Khatian* No. 164/3 with regard to portion of the Said Property.
- Absolute Ownership of the Owner:** In the abovementioned circumstances, the Owner has become the sole and absolute owner of the Said Property, free from all encumbrances.

2nd Schedule
Part I
(Said Flat)

Residential Flat No. 15-5/A, 5th Floor, super built-up area approximately 1317 (One Thousand Three Hundred Seventeen) square feet Or, Carpet Area approximately 761 (Seven Hundred Sixty One) square feet along with Balcony Area approximately 50 (Fifty) square feet (Said Flat), in the Block No. 15 (Fifteen), in the proposed G+P+11 (ground plus podium plus eleven) storied building storied building comprised in the Said Complex named "*The Rain Forest*", the Said Block to be constructed on the Said Property described in the **1st Schedule** above.

Part II
(Said Parking Space)

The right to park NA medium sized car/s and/or NA two wheeler/s in the covered space in the Ground Floor of any block in the Said Complex and 01 (One) medium sized car/s and/or NA two wheeler/s in the ground level of the Said Property, which (1) shall be allotted to the Buyer after completion of construction of the Said Complex and the allotment will be made on the first-cum-first-allotted basis depending on the submission of the application form (2) can only be used for parking of a medium sized motor car/two wheeler of the Buyer, as the case may be, and not for any other purposes.

Part III
(Said Flat And Appurtenances)
[Subject Matter of this Agreement]

The Said Flat, being the flat described in **Part I** of the **2nd Schedule** above.

The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block, comprising a part of the Said Property, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

The Said Parking Space, being the car/two wheeler parking space/s described in **Part II** of the **2nd Schedule** above, if any.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **3rd Schedule** below, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement.

Easement Rights over the Specified Facilities, being the facilities and amenities which may be provided by the Developer for common benefit and utilization of all or specified portions of the Said Block, Said Complex and Other Projects, subject to the terms and conditions of this Agreement.

3rd Schedule (Common Portions)

- Entrance Lobby at the ground level of the Said Block
- Lift machine room(s) and lift well(s) of the Said Block
- Water supply pipeline in the Said Block (save those inside any Flat)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other Common Portions of the Said Block
- Intercom Network in the Said Block
- Broadband connection in the Said Block, if any
- Lift(s) and allied machineries in the Said Block
- Common Roof
- CCTV
- Lobbies on all Floors and staircase(s) of the Said Block
- Water reservoirs/tanks of the Said Block
- Drainage and sewage pipeline in the Said Block (save those inside any Flat)
- Electricity meter(s) for common installations and space for their installation
- Network of Cable TV/DTH in the Said Block, if any
- Firefighting system in the Said Block
- External walls of the Said Block
- Stair Room

4th Schedule (Amenities)

- Swimming pool
- Jogging track / Cycling track
- Multipurpose court
- Fully-equipped AC gymnasium with cardio studio
- Senior citizen park
- Meditation & Yoga prism court
- Reflexology pathway
- 2 level grand clubhouse and Indoor gaming arcade with cafe
- Community hall with party lawn
- Poolside cabanas for family sit-outs
- Amphitheater with cascading waterfall
- Mini golf course
- Treehouse park
- Children play area
- Gaming room and Karaoke lounge
- Children's library

**5th Schedule
(Specifications)**

Structure

RCC frame structure.

Internal Walls

RCC/Brick wall over-laid with white cement putty.

Doors

Doors with tough timber frames and solid-core flush shutters.

Windows

Aluminum frames with fully glazed shutters and quality fittings.

Flooring

Vitrified tile Flooring in all Bedrooms, Living/Dining Room.

Kitchen

Floor-Ceramic tiles.

Counter Tops-Granite with steel sink.

Dados-Ceramic tiles up to a height of 2' (two) feet from the counter top.

Toilet

Floor-Ceramic tiles.

Dados-Ceramic tiles upto a height of 7' (seven) feet.

Sanitaryware

White, high quality porcelain fittings. Chromium-plated fittings.

Electricals

Superior Quality concealed copper wiring with latest modular switches.

Exterior

Latest weatherproof exterior finish of the highest quality.

6th Schedule
(Common Expenses/Maintenance Charges)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block and the Said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association and the Apex Body.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions and the Specified Facilities.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions and the Specified Facilities [including the exterior or interior (but not inside any Flat) walls of the Said Block] and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions and the Specified Facilities, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions and the Specified Facilities and the road network.
7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Block and the Said Complex **save** those separately assessed on the Buyer.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

22. Execution and Delivery

22.1 **In Witness Whereof** the Parties have executed and delivered this Agreement on the date mentioned above.

(SMC India Limited)
[Owner]

(MKHS HOUSING LLP)
[Developer]

[Buyer]

Witnesses:

Signature _____
Name _____
Father's Name _____
Address _____

Signature _____
Name _____
Father's Name _____
Address _____

delivered this Agreement on the

The Right/Interest
Inspired by nature Designed by man



सत्यमेव जयते

Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Assessment Slip

Query No / Year	1502-0001720928/2018	Office where deed will be registered
Query Date	14/11/2018 1:23:39 PM	D.S.R. - II NORTH 24-PARGANAS, District: North 24-Parganas
Applicant Name, Address & Other Details	Mijanur Rahaman Between Gate No 1 And 2, Saltlake Stadium, Thana : South Bidhannagar, District : North 24-Parganas, WEST BENGAL, PIN - 700106, Mobile No. : 8335852999, Status :Advocate	
Transaction	[0104] Sale, Sale agreement without possession [Full Stamp]	Additional Transaction
Set Forth value	Rs. 39,87,600/-	Market Value
Total Stamp Duty Payable(SD)	Rs. 2,05,965/- (Article:5(d))	Total Registration Fee Payable
Mutation Fee Payable	Expected date of Presentation of Deed	Rs. 11/- (Article:E, M(b))
Remarks		Amount of Stamp Duty to be Paid by Non Judicial Stamp

Apartment Details :

District: North 24-Farganas, Thana: Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-II, Mouza: Bishnupur Pin Code : 700135

Sch No.	Plot No Details	Khatian Details	Floor Area (In Sq.Ft.)	Set Forth Value (In Rs.)	Market value (In Rs.)	Other Details
A1	LR - 850	LR - 164/3	Super Build Area of the Apartment: 1317	36,87,600/-	38,19,300/-	Floor No: 5, Apartment Type: Flat/Apartment Residential Use , Floor Type: Tiles, Age of Flat: 0 Year, Approach Road Width: 80 Ft. , Other Amenities: Lift Facility Status of Completion : Under construction
A2	LR - 850	LR - 164/3	Area of Open garage: 120	3,00,000/-	3,00,000/-	Apartment Type: Open Garage Residential Use , Floor Type: Cemented, Age of Flat: 0 Year, Approach Road Width: 80 Ft. Status of Completion : Under construction



Query No: 1502-0-001720928 of 2018

Seller Details :		Name & address	Status	Execution Admission Details :
SI No	1	MKHS HOUSING LLP (LLP) Podra, Langclopota, Near 211 Bus Stop And ACC Cemen, P.O:- Rajarhat Bishnupur BO, P.S:- Rajarhat, District:-North 24- Parganas, West Bengal, India, PIN - 700135 PAN No. AAWFM6121A, Status :Organization, Executed by: Representative	Organization	Executed by: Representative

Buyer Details :		Name & address	Status	Execution Admission Details :
SI No	1	Mr Prasanjit Roy Chowdhury Son of Mr Prasanta Roy Chowdhury, Mission Compound,, P.O:- Rajabari S O, P.S:- JORHAT, District:-Jorhat, Assam, India, PIN - 785014 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ALZPC4041M, Status :Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self

Representative Details :		Name & Address	Representative of
SI No	1	Mr Srikant Sikaria Son of Mr Sajjan Sikaria Between Gate No 1 And 2, Saltlake Stadium, P.O:- Sech Bhawan, P.S:- South Bidhannagar, Bidhannagar, District:-North 24- Parganas, West Bengal, India, PIN - 700106	MKHS HOUSING LLP (as AUTHORIZED SIGNATORY)

Identifier Details :		Name & address
SI No	1	Mr Atanu Ghosh Son of Mr Tapan Ghosh Between Gate No 1 And 2, Saltlake Stadium, P.O:- Sech Bhawan, P.S:- South Bidhannagar, Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700106, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , Identifier Of Mr Prasanjit Roy Chowdhury, Mr Srikant Sikaria

Transfer of property for A1		
SI.No	From	To. with area (Name-Area)
1	MKHS HOUSING LLP	Mr Prasanjit Roy Chowdhury-1317 Sq Ft
Transfer of property for A2		
SI.No	From	To. with area (Name-Area)
1	MKHS HOUSING LLP	Mr Prasanjit Roy Chowdhury-120 Sq Ft

Owner and Land or Building Details as received from KMC :				
Sc. No.	Property Identification by KMC	Registered Deed Details	Owner Details of Property	Land or Building Details

Note:

1. If the given information are found incorrect, then the assessment made stands invalid.



Query No: 1502-0-0C1720928 of 2018

2. Query is valid for 30 days for e-Payment. Assessed market value & Query is valid for 44 days i.e. upto 28/12/2018 for registration.
3. Standard User charge of Rs. 240/- (Rupees Two hundred forty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs. 10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.

