# AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE** executed on this ...... day of ..... Two Thousand Twenty by and BETWEEN JYOTINETFLEX PROJECTS PRIVATE LIMITED Company a incorporated under the provisions of the Companies Act, 1956 having mobile no 8927758026 and having PAN: AAECJ3225F having its office at Shakespeare Sarani, Jyoti Nagar, near Webel IT -Park, Asansol, P.O. Asansol, Pin-713302, P.S. Asansol (North), District: Paschim Bardhaman, West Bengal duly represented by its Director SUSHIL CHAMARIA (PAN No.- ACRPC3968L ), (Mobile no.9830091031), (Aadhar Card No : 5255-0470-1277) son of RAM GOPAL CHAMARIA residing at BL-A ,FL-8D,8th Floor, NATURAL CITY, 43 Shyam Nagar Road, Bangur Avenue, Jessore Road, North 24 Paraganas, West Bengal -700055, P.O BIDHANAGAR, P.S BIDHANAGAR, Kolkata - 700055, hereinafter called as the **OWNER/VENDOR/DEVELOPER** (which term or expression shall unless repugnant to the context and meaning thereof shall mean and include its successors-in-office and assigns) of the **ONE PART**;

### -AND-

The Owner/Vendor/Developer and the Allottee(s) shall hereinafter be collectively referred to as "**Parties**" and individually as a "**Party**".

#### **INTERPRETATIONS/ DEFINITIONS:-**

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

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

## WHEREAS :

- A. By a Deed Of Sale being no. 020504494 for the year 2019 registered at the office of the Addl. Dist, Sub-Registry 1) Sri Keran Bauri son of late Sudhir Bauri alias Habu Bauri, 2) Sri Rahul Bouri son of late Aswini Bouri, 3) Smt. Priya Bouri wife of Sri Raju Bouri (daughter of late Aswini Bouri), 4) Smt. Bina Bouri wife of late Aswini Bouri, sold, transferred and conveyed unto and in favour of Sri Chandan Kumar Sharma All That piece and parcel of land measuring about 44 (Forty four) decimals on R.S. & LR. Plot No. 159 under LR. Khatian No. 418, 419 and 420 lying and situate at Mouza- Gopalpur, J.L No. 14, P.S. Asansol, Dist. Paschim Bardhaman;
- B. By Deed of Sale dated 2<sup>nd</sup> August, 2019 registered at the office of the ADSR, Asansol and recorded in Book No.I. Volume No.0205-2019, page: 135154 to 135170 being No.020507122 for the year 2019, Sri Chandan Kumar Sharma, sold, transferred and conveyed unto and in favour of JYOTINETFLEX PROJECTS PRIVATE LIMITED All That piece and parcel of Baid land measuring about 8 decimal more or less comprised in R.S. & L.R. Plot No. 159 under L.R. Khatian No.418, J.L No.14, lying and situate at Mouza Gopalpur, Sub-Division and Additional

District Sub-Registry Office Asansol, District - Paschim Bardhaman, Police Station- Asansol;

- C. Tarapada Mudi son of late Haripada Mudi was the absolute Owner **All That** piece and parcel of land measuring about **18 decimals** more or less comprised in **R.S. and L. R. Plot No.160** and land measuring about **68 decimals** more or less comprised in **R.S. and L.R. Plot No.178** under L.R. Khatian No. 84 lying and situate at Mouza- Gopalpur, J.L. No.14, Police Station-Asansol, District- Pnschim Burdwan;
- D. The said Tarapada Mudi died intestate leaving behind him his six daughters namely, Smt. Chandana Char, Smt. Krishna Mitra, Smt. Sampanna Karmakar, Smt. Jharna Char, Kalpana Mitra (since deceased) and Smt. Bhandana Char, along with one son namely Sri Dhanjoy Modi to inherit the aforesaid lands as his only legal heirs and none else and equally inherited the 1/7<sup>th</sup> share ;
- E. After their such inheritance, as aforesaid the said Smt. Chandana Char, Smt. Krishna Mitra, Smt. Sampanna Karmakar, are absolutely owning and possessing their respective 1/7<sup>th</sup> share each free from all encumbrances charges, lines lispendences attachments mortgages and in any manner whatsoever;
- F. of Sale dated 20th March, 2020 registered at the Bv Deed office of the ADSR, Asansol and recorded in Book No.I, Volume No 0205-2020, pages: 62887-62909 being No.2795 for the year 2020, Smt. Chandana Char, Smt. Krishna Mitra, Smt. Sampanna Karmakar, sold, transferred and conveyed unto and in favour of JYOTINETFLEX PROJECTS PRIVATE LIMITED All That piece and parcel of land measuring about 20.57 decimal more or less comprised in R.S. & L.R. Plot No.160 And land measuring about 29.14 decimal more or less comprised in R.S. & L.R. Plot No.178 and totaling to 49.71 decimal more or less under L.R. Khatian No.84, J.L No.14, lying and situate at Mouza Gopalpur, Sub-Division and Additional District Sub-Registry Office Asansol, District - Paschim Bardhaman, Police Station-Asansol:
- G. Sri Ramprasad Dey is the owner of All That piece and parcel of land measuring about 27 decimals more or less comprised in R.S. & L.R. Plot No.705 under L.R. Khatian No. 395 lying and situate at Mouza- Marichkota, P.S, Asansol, District- Paschim

### Bardhaman;

- H. Smt. Nirmala Dey wife of Sri Ramprasad Dey is the owner of All That piece and parcel of land measuring about 29 decimals comprised in R.S. & L.R. Plot No.910 under L.R. Khatian No. 205 lying and situate at Mouza- Marichkota, P.S, Asansol, District- Paschim Bardhaman ;
- I. The said Smt. Nirmala Dey died intestate leaving behind her husband named Sri Ramprasad Dey and four sons namely Sri Amritmoy Dey, Sri Rupamay Dey, Sri Dayamay Dey and Sri Pranballav De as her legal heirs nad none else ;
- J. By virtue of such inheritance the said Sri Ramprasad Dey Sri Amritmoy Dey, Sri Rupamay Dey, Sri Dayamay Dey and Sri Pranballav De became absolute Joint owners of the land measuring 29 decimals comprised in R.S. & L.R. Plot No. 910 lying and situate at Mouza- Marichkota, P.S, Asansol, District-Paschim Bardhaman ;
- L. The said **Sri Ramprasad Dey** became absolute owner of the land measuring **10 decimals** comprised in R.S. & L.R. Plot No. 705 and Sri Ramprasad Dey, Amritmoy Dey, Sri Rupamay Dey, Sri Dayamay Dey and Sri Pranballav De became absolute joint owners of the land measuring **29 decimals** comprised in R.S. & L.R. Plot No. 910 total land measuring **39 decimals** more or less ;
- M. By Deed of Sale dated 14<sup>th</sup> February, 2020 registered at the office of the ADSR, Asansol and recorded in Book No.I, Volume No.0205-2020, pages: 26071 to 26089 being No.020501233 for the year 2020, Sri Ramprasad Dey, Amritmoy Dey, Sri Rupamay Dey, Sri Dayamay Dey and Sri Pranballav De, sold, transferred and conveyed unto and in favour of JYOTINETFLEX PROJECTS PRIVATE LIMITED All That piece and parcel of kanali land measuring about 10 decimal more or less comprised in R.S. & L.R. Plot No.705 under L.R. Khatian No.395 And kanali land measuring about 29 decimal more or less comprised in R.S. & L.R. Plot No.910 and totaling to 39 decimal more or less under L.R. Khatian No.205, J.L No.2, lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, District Paschim Bardhaman, Police

Station- Asansol;

- N. Sri Debdhar Barui was the Owner of the land measuring about
  5 decimal more or less comprised in R.S. & L.R. Dag No.708 under L.R. Khatian No.169 lying and situate at Mouza-Marichkota, P.S. Asansol, District: Paschim Bardhaman ;
- Karnadhar Barui son of late Amulya Ratan Barui of Marichkota,
  P.S. Asansol, Dist. Burdwan was absolute owner of the land measuring about **04 decimals** comprised in R.S. & L.R. Plot No. 708 under L.R. Khatian No. 77 lying and situate at Mouza-Marichkota, P.S. Asansol, Dist. Paschim Bardhaman;
- P. The said Karnadhar Barui died intestate leaving behind his wife Smt. Jabarani Barui, and two sons namely Sri Sudip Barui, Sri Bibek Barui as his legal heirs and none else ;
- Q. Sri Nirmal Chandra Barui was the owner of the land measuring about **01 decimal** comprised in R.S. & L.R. Plot No.708 under L.R. Khatian No.211 lying and situate at Mouza- Marichkota, P.S. Asansol, Dist. Paschim Bardhaman ;
- R. Sri Hiralal Barul was the owner of the land measuring about **01 decimal** comprised in R.S. & L.R, Plot No, 708 under L.R.
  Khatian No. 565 lying and situate at Mouza- Marichkota, P.S.
  Asansol, Dist. Paschim Bardhaman ;
- Sri Bikash Barui was the owner of the land measuring about **01 decimal** comprised in R.S. & L.R. Plot No.708 under LR.
  Khatian No. 280 lying and situate at Mouza- Marichkota, P.S.
  Asansol, Dist. Paschim Bardhaman ;
- T. Sri Hare Krishna Barui was the owner of the land measuring about **01 decimal** comprised in R.S. & L.R. Plot No.706 under L.R. Khatian No. 566 lying and situate at Mouza- Marichkota, P.S. Asansol, Dist. Paschim Bardhaman ;
- U. Srimati Barui was the owner of the land measuring about **01 decimal** comprised in R.S. & L.R. Plot No.708 L.R. Khatian No.
  566 under LR. Khatian No. 473 lying and situate at Mouza-Marichkota, P.S. Asansol, Dist. Paschim Bardhaman ;
- V. The said Srimati Barui died intestate leaving behind her four sons namely Sri Nirmal Chandra Barui alias Nirmal Kumar Barui, Sri Hiralal Barui, Sri Bikash Barui and Sri Hare Krishna Barui as her legal heirs and noine else ;

- W. By virtue of such inheritance the said Sri Nirmal Chandra Barui alias Nirmal Kumar Barui, Sri Hiralal Barui, Sri Bikash Barui and Sri Hare Krishna Barui became absolute owner of the land measuring about **01 decimal** more or less ;
- X. Smt. Aloka Barui was the owner of the land measuring about 03
  decimals comprised in R.S. & L.R. Plot No.708 under L.R.
  Khatian No. 20 lying and situate at Mouza- Marichkota, P.S.
  Asansol, Dist. Paschim Bardhaman;
- Y. Sri Saptam Barui was the owner of the land measuring about 02 decimals comprised in R.S. & L.R. Plot No.708 under L.R. Khatian No. 512 lying and situate at Mouza- Marichkota, P.S. Asansol, Dist. Paschim Bardhaman;
- Z. Haladhar Barui son of late Amulya Ratan Barui was the absolute owner of the land measuring about **05 decimals** comprised in R.S. & L.R. Plot No.708 under L.R. Khatian No.569 lying and situate at Mouza- Marichkota, P.S. Asansol, Dist. Paschim Bardhaman;
- AA. The said Haladhar Barui died intestate leaving behind his surviving his son namely Sri Swapan Kumar Barui as his only legal heir and none else ;
- BB. By virtue of such inheritance the said **Sri Swapan Kumar Barui** became absolute owner of the land measuring about **05 decimals** more or less ;
- CC. Thus the said 1) Sri Debdhar Barui, 2) Sri Sudip Barui 3) Sri Bibek Barui, 4) Smt. Jabarani Barui, 5) Sri Nirmal Kumar Barui alias Nirmal Chandra Barui, 6) Sri Hiralal Barui, 7) Sri Bikash Barui, 8) Sri Hare Krishna Barui, 9) Smt. Aloka Barui, 10) Saptam Barui alias Subrata Barui, 11) Sri Swapan Kumar became absolute Owner of land measuring about 24 decimals more or less in the above noted plot;
- DD. By Deed of Sale dated 14<sup>th</sup> February, 2020 registered at the office of the ADSR, Asansol and recorded in Book No.I, Volume No.0205-2020, pages: 25881- 25909 being No.020501203 for the year 2020, 1) Sri Debdhar Barui, 2) Sri Sudip Barui 3) Sri Bibek Barui, 4) Smt. Jabarani Barui, 5) Sri Nirmal Kumar Barui alias Nirmal Chandra Barui, 6) Sri Hiralal Barui, 7) Sri Bikash Barui, 8) Sri Hare Krishna Barui, 9) Smt. Aloka Barui, 10) Saptam Barui alias Subrata Barui, 11) Sri Swapan Kumar, sold,

transferred and conveyed unto and in favour of JYOTINETFLEX PROJECTS PRIVATE LIMITED All That piece and parcel of Baid land measuring about **01 decimal** more or less comprised in R.S. & L.R. Plot No.708 under L.R. Khatian No.20 And Baid land measuring about **01 decimal** more or less comprised in R.S. & L.R. Plot No.708 under L.R. Khatian No.77 And Baid land measuring about **01 decimal** more or less comprised in R.S. & L.R. Plot No.708 under L.R. Khatian No.169 And Baid land measuring about **01 decimal** more or less comprised in R.S. & L.R. Plot No.708 under L.R. Khatian No.211 And Baid land measuring about **01 decimal** more or less comprised in R.S. & L.R. Plot No.708 under L.R. Khatian No.280 And Baid land measuring about **01 decimal** more or less comprised in R.S. & L.R. Plot No.708 under L.R. Khatian No.473 And Baid land measuring about **01 decimal** more or less comprised in R.S. & L.R. Plot No.708 under L.R. Khatian No.512 And Baid land measuring about **01 decimal** more or less comprised in R.S. & L.R. Plot No.708 under L.R. Khatian No.565 And Baid land measuring about **01 decimal** more or less comprised in R.S. & L.R. Plot No.708 under L.R. Khatian No.566 And Baid land measuring about **01 decimal** more or less comprised in R.S. & L.R. Plot No.708 under L.R. Khatian No.569 and totaling to 10 decimal more or less, J.L No.2, lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, District - Paschim Bardhaman, Police Station-Asansol ;

- EE. Smt. Bhaiharini Dasi Barui wife of late Dharanidhar Barui was the absolute owner of the land measuring about 19 decimals comprised in R.S. & L.R. Plot No.912 And land measuring about 04 decimals comprised in R.S. & L.R. Plot No.914 And land measuring about 06 decimals comprised in R.S. & L.R. Plot No.916 totaling to 29 decimal under L.R. Khatian No.313 lying and situate at Mouza- Marichkota, P.S. Asansol, Dist. Paschim Bardhaman;
- FF. Smt. Maheswari Dasi Barui wife of late Durlabh Barui was the absolute owner of the land measuring about 20 decimals comprised in R.S. & L.R. Plot No.912 And land measuring about 04 decimals comprised in R.S. & L.R. Plot No.914 And land measuring about 05 decimals comprised in R.S. & L.R. Plot No.335 totaling to 29 decimal under L.R. Khatian No.313 lying and situate at Mouza- Marichkota, P.S. Asansol, Dist. Paschim Bardhaman;

- GG. The said Smt. Bhaiharini Dasi Barui and Smt. Maheswari Dasi Barui were issueless who died leaving behind their six nephew namely 1) Sri Ushapati Kundu, 2) Sri Kailash Pati Kundu, 3) Sri Dwaraka Pati Kundu, 4) Sri Raghupati Kundu, 5) Sri Ratipati Kundu, and 6) Sri Ramapati Kundu alias Rampati Kundu as only legal heirs and none else;
- HH. By Deed of Sale dated 14th February, 2020 registered at the office of the ADSR, Asansol and recorded in Book No.I, Volume No.0205-2020, pages: 25853- 25880 being No.020501202 for the year 2020, 1) Sri Ushapati Kundu, 2) Sri Kailash Pati Kundu, 3) Sri Dwaraka Pati Kundu, 4) Sri Raghupati Kundu, 5) Sri Ratipati Kundu, and 6) Sri Ramapati Kundu alias Rampati Kundu, sold, transferred and conveyed unto and in favour of JYOTINETFLEX PROJECTS PRIVATE LIMITED All **That** piece and parcel of Kanali land measuring about **19** decimal more or less comprised in R.S. & L.R. Plot No.912 under L.R. Khatian No.313 And Kanali land measuring about 20 decimal more or less comprised in R.S. & L.R. Plot No.912 under L.R. Khatian No.335 And Kanali land measuring about 04 decimal more or less comprised in R.S. & L.R. Plot No.914 under L.R. Khatian No.313 And Kanali land measuring about 04 decimal more or less comprised in R.S. & L.R. Plot No.914 under L.R. Khatian No.335 And Kanali land measuring about 06 decimal more or less comprised in R.S. & L.R. Plot No.916 under L.R. Khatian No.313 And Kanali land measuring about 05 decimal more or less comprised in R.S. & L.R. Plot No.916 under L.R. Khatian No.335 and totaling to 58 decimal more or less, J.L No.2, lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, District - Paschim Bardhaman, Police Station-Asansol;
- II. By virtue of Deed of Sale registered at the office of the Additional District Sub-Registrar Asansol being No.4033 for the year 2019 SPRINGHILL COMMERCIAL PRIVATE LIMITED became absolute Owner All That piece and parcel of Kanali land measuring about 03.8 decimal more or less comprised in R.S. & L.R. Plot No.913 And Kanali land measuring about 01.8 decimal more or less comprised in R.S. & L.R. Plot No.917/1599 And Kanali land measuring about 01 decimal more or less comprised in R.S. & L.R. Plot No.917/1599 And Kanali land measuring about 01 decimal more or less comprised in R.S. & L.R. Plot No.917/1599 And Kanali land measuring about 01 decimal more or less comprised in R.S. & L.R. Plot No.918/1601 under L.R. Khatian No.350 J.L No.2, totaling to 06.6 decimal more or less lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, District Paschim Bardhaman, Police Station- Asansol;

- JJ. By Deed of Sale dated 14th February, 2020 registered at the office of the ADSR, Asansol and recorded in Book No.I, Volume No.0205-2020, pages: 26052- 26070 being No.020501232 for the year 2020, SPRINGHILL COMMERCIAL PRIVATE LIMITED sold, transferred and conveyed unto and in favour of JYOTINETFLEX PROJECTS PRIVATE LIMITED All That piece and parcel of Kanali land measuring about **03.8 decimal** more or less comprised in R.S. & L.R. Plot No.913 And Kanali land measuring about 01.8 decimal more or less comprised in R.S. & L.R. Plot No.917/1599 And Kanali land measuring about 01 decimal more or less comprised in R.S. & L.R. Plot No.918/1601 under L.R. Khatian No.350 J.L No.2, totaling to 06.6 decimal more or less lying and situate at Mouza-Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, District - Paschim Bardhaman, Police Station-Asansol;
- KK. By virtue of two Deed of Sale registered at the office of the Additional District Sub-Registrar Asansol being No.020500453 and 020500454 for the year 2020 Sri Bholanath Nandi became absolute Owner All That piece and parcel of Kanali land measuring about 06 decimal more or less comprised in R.S. & L.R. Plot No.256 under L.R. Khatian No.359 And Kanali land measuring about 41 decimal more or less comprised in R.S. & L.R. Plot No.611 under L.R. Khatian No.350 And Kanali land measuring about **04 decimal** more or less comprised in **R.S. &** L.R. Plot No.613 under L.R. Khatian No.350 And Kanali land measuring about **02 decimal** more or less comprised in **R.S. &** L.R. Plot No.654 under L.R. Khatian No.359 And Kanali land measuring about 02.75 decimal more or less comprised in R.S. & L.R. Plot No.658 under L.R. Khatian No.350 And Kanali land measuring about **06.5 decimal** more or less comprised in R.S. & L.R. Plot No.659 under L.R. Khatian No.350 And Kanali land measuring about 04 decimal more or less comprised in R.S. & L.R. Plot No.677 under L.R. Khatian No.350 And Kanali land measuring about 09.5 decimal more or less comprised in R.S. & L.R. Plot No.913 under L.R. Khatian No.350 And Kanali land measuring about 02.25 decimal more or less comprised in R.S. & L.R. Plot No.917/1599 under L.R. Khatian No.350 And Kanali land measuring about **01.25 decimal** more or less comprised in R.S. & L.R. Plot No.918/1601 under L.R. Khatian No.350 And J.L No.2, totaling to 79.25 decimal more or less alongwith other properties lying and situate at Mouza-Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, District - Paschim Bardhaman, Police Station-Asansol :

- LL. By Deed of Sale dated 13th February, 2020 registered at the office of the ADSR, Asansol and recorded in Book No.I, Volume No.0205-2020, pages: 38426 - 38446 being No.020501796 for the year 2020, Sri Bholanath Nandi sold, transferred and conveyed unto and in favour of JYOTINETFLEX PROJECTS PRIVATE LIMITED All That piece and parcel of Kanali land measuring about **06 decimal** more or less comprised in **R.S. &** L.R. Plot No.256 under L.R. Khatian No.359 And Kanali land measuring about 41 decimal more or less comprised in R.S. & L.R. Plot No.611 under L.R. Khatian No.350 And Kanali land measuring about **04 decimal** more or less comprised in **R.S. &** L.R. Plot No.613 under L.R. Khatian No.350 And Kanali land measuring about **02 decimal** more or less comprised in **R.S. &** L.R. Plot No.654 under L.R. Khatian No.359 And Kanali land measuring about **02.75 decimal** more or less comprised in **R.S.** & L.R. Plot No.658 under L.R. Khatian No.350 And Kanali land measuring about 06.5 decimal more or less comprised in R.S. & L.R. Plot No.659 under L.R. Khatian No.350 And Kanali land measuring about 04 decimal more or less comprised in R.S. & L.R. Plot No.677 under L.R. Khatian No.350 And Kanali land measuring about **09.5 decimal** more or less comprised in R.S. & L.R. Plot No.913 under L.R. Khatian No.350 And Kanali land measuring about 02.25 decimal more or less comprised in R.S. & L.R. Plot No.917/1599 under L.R. Khatian No.350 And Kanali land measuring about **01.25 decimal** more or less comprised in R.S. & L.R. Plot No.918/1601 under L.R. Khatian No.350 And J.L No.2, totaling to 79.25 decimal more or less alongwith other properties lying and situate at Mouza-Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, District - Paschim Bardhaman, Police Station-Asansol;
- MM. Sri Niranjan Mondal was the absolute owner All That piece and parcel of land measuring about 13 decimals comprised in R.S. & L.R. Plot No. 909, And land measuring about 46 decimals comprised in R.S. & L.R. Plot No. 915, And land measuring about 06 decimals comprised in R.S. & L.R. Plot No.917 And land measuring about 06 decimals comprised in R.S. & L.R. Plot No.917 And land measuring about 03 decimals comprised in R.S. & L.R. Plot No.918, And land measuring about 03 (Three) decimals comprised in R.S. & L.R. Plot No.918, And land measuring about 03 (Three) decimals comprised in R.S. & L.R. Plot No. 937 And land measuring about 12 decimals comprised in R.S. & L.R. Plot No.951 under L.R. Khatian No.195 totaling to 83 decimal more or less lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District Paschim Bardhaman, Police Station- Asansol;

- NN. By Deed of Sale dated 31st July, 2019 registered at the office of the ADSR, Asansol and recorded in Book No.I, Volume No.0205-2020, pages: 135190- 135209 being No.020507124 for the year 2019, Sri Niranjan Mondal sold, transferred and conveyed unto and in favour of JYOTINETFLEX PROJECTS PRIVATE LIMITED All That piece and parcel of land measuring about 13 decimals comprised in R.S. & L.R. Plot No. 909, And land measuring about 46 decimals comprised in R.S. & L.R. Plot No.915, And land measuring about 06 decimals comprised in R.S. & L.R. Plot No.917 And land measuring about 03 decimals comprised in R.S. & L.R. Plot No.918, And land measuring about 03 (Three) decimals comprised in R.S. & L.R. Plot No. 937 And land measuring about 12 decimals comprised in R.S. & L.R. Plot No.951 under L.R. Khatian No.195 totaling to 83 decimal more or less lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station- Asansol;
- OO. Sri Monoranjan Mondal was the absolute Owner All That piece and parcel of land measuring about 15 decimal comprised in R.S. & L.R. Plot No.915 And land measuring about 02 decimals comprised in R.S. & L.R. Plot No.917 And land measuring about 01 decimal comprised in R.S. & L.R. Plot No.918 And land measuring about 01 decimal comprised in R.S. & L.R. Plot No.918 And land measuring about 01 decimal comprised in R.S. & L.R. Plot No.918 And land measuring about 01 decimal comprised in R.S. & L.R. Plot No.918 And land measuring about 01 decimal comprised in R.S. & L.R. Plot No.937 under L.R. Khatian No.326 lying and situate at Mouza-Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, District Paschim Bardhaman, Police Station-Asansol;
- PP. Sri Gobinda Mondal was the absolute owner All That piece and parcel of land measuring about 02 decimals comprised in R.S. & L.R. Plot No. 917 And land measuring about 01 decimal comprised in R.S. & L.R. Plot No.918 And land measuring about 01 decimal comprised in R.S. & L.R. Plot No.937 under L.R. Khatian No.105 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, District Paschim Bardhaman, Police Station- Asansol;
- QQ. Smt. Satubala Mondal was the absolute owner All That piece and parcel of land measuring about O2 decimals comprised in R.S. & L.R. Plot No. 917 And land measuring about O1 decimal comprised in R.S. & LR. Plot No.918 And land measuring about O1 decimal comprised in R.S. & L.R. Plot No.937 under L.R. Khatian No.497 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L.

No.2, District - Paschim Bardhaman, Police Station- Asansol;

- RR. Sri Kamakshya Mondal was the absolute owner All That piece and parcel of land measuring about 23 decimals comprised in R.S. & LR. Plot No. 915 And land measuring about 03 decimals comprised in R.S. & L.R. Plot No. 917 And land measuring about 01 decimal comprised in R.S. & L.R. Plot No.918 And land measuring about 02 decimals comprised in R.S. & L.R. Plot No. 937 under L.R. Khatian No. 735 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station- Asansol;
- By Deed of Sale dated 17th February, 2020 registered at the SS. office of the ADSR, Asansol and recorded in Book No.I, Volume No.0205-2020, pages: 25810- 25833 being No.020501186 for the year 2020, Sri Monoranjan Mondal and others sold, transferred and conveyed unto and in favour of **JYOTINETFLEX** PROJECTS PRIVATE LIMITED All That piece and parcel of land measuring about 15 decimal comprised in R.S. & L.R. Plot No.915 And land measuring about 02 decimals comprised in R.S. & L.R. Plot No.917 And land measuring about 01 decimal comprised in R.S. & L.R. Plot No.918 And land measuring about 01 decimal comprised in R.S & L.R. Plot No.937 under L.R. Khatian No.326 AND All That piece and parcel of land measuring about **02 decimals** comprised in R.S. & L.R. Plot No. 917 And land measuring about 01 decimal comprised in R.S. & L.R. Plot No.918 And land measuring about 01 decimal comprised in R.S. & L.R. Plot No.937 under L.R. Khatian No.105 AND All That piece and parcel of land measuring about 02 decimals comprised in R.S. & L.R. Plot No. 917 And land measuring about 01 decimal comprised in R.S. & LR. Plot No.918 And land measuring about **01 decimal** comprised in R.S. & L.R. Plot No.937 under L.R. Khatian No.497 AND All That piece and parcel of land measuring about 23 decimals comprised in R.S. & LR. Plot No. 915 And land measuring about 03 decimals comprised in R.S. & L.R. Plot No. 917 And land measuring about **01 decimal** comprised in R.S. & L.R. Plot No.918 And land measuring about 02 decimals comprised in R.S. & L.R. Plot No. 937 under L.R. Khatian No. 735 totaling to 56 decimal more or less lying and situate at Mouza-Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station- Asansol;

- TT. Sri Tulshi Pada Mondal was the absolute owner All That piece and parcel of land measuring about **07** decimals comprised in R.S. & L.R. Plot No.909 And land measuring about 23 decimals comprised in R.S. & L.R. Plot No. 915 And land measuring about 03 decimals on R.S. & L.R. Plot No. 917 And land measuring about **02 decimals** comprised in R.S. & L.R. Plot No.918 And land measuring about 1 decimal comprised in R.S. & L.R. Plot No.937 And land measuring about 07 decimals comprised in R.S. & L.R. Plot No. 951 And land measuring about **02 decimals** comprised in R.S. & L.R. Plot No.1294/1672 under L.R. Khatian No.734 totaling to 45 decimals lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station-Asansol;
- UU. By Deed of Sale dated 7<sup>th</sup> August, 2019 registered at the office of the ADSR, Asansol and recorded in Book No.I, Volume No.0205-2019, pages: 137796-137814 being No.020507431 for the year 2019, Sri Tulshi Pada Mondal sold, transferred and conveyed unto and in favour of JYOTINETFLEX PROJECTS PRIVATE LIMITED All That piece and parcel of land measuring about 07 decimals comprised in R.S. & L.R. Plot No.909 And land measuring about 23 decimals comprised in R.S. & L.R. Plot No. 915 And land measuring about 03 decimals on R.S. & L.R. Plot No. 917 And land measuring about 02 decimals comprised in R.S. & L.R. Plot No.918 And land measuring about 1 decimal comprised in R.S. & L.R. Plot No.937 And land measuring about 07 decimals comprised in R.S. & L.R. Plot No. 951 And land measuring about **02 decimals** comprised in R.S. & L.R. Plot No.1294/1672 under L.R. Khatian No.734 totaling to 45 **decimals** lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station-Asansol;
- VV. Narendra Acharya was the absolute owner All That piece and parcel of land measuring about 16.5 decimals comprised in R.S. & L.R. Plot No.919 under L.R. Khatian No.192 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District Paschim Bardhaman, Police Station- Asansol;
- WW. The said Narendra Acharya died intestate leaving behind him surviving his son namely Ram Shankar Acharya as his legal heir ;
- XX. The said Ram Shankar Acharya died intestate leaving behind

him surviving his son namely Dipanjan Acharya as his legal heir;

- YY. By virtue of inheritance the said Dipanjan Acharya became absolute Owner All That piece and parcel of land measuring about 16.5 decimals comprised in R.S. & L.R. Plot No.919 under L.R. Khatian No.192 lying and situate at Mouza-Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station- Asansol;
- ZZ. Prabodh Kumar Mukherjee was the absolute owner All That piece and parcel of land measuring about 10 decimals comprised in R.S. & L.R. Plot No.921 under L.R. Khatian No.239 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station- Asansol;
- Bithika Bhattacharya was the absolute owner All That piece and parcel of land measuring about 3 decimals comprised in R.S. & L.R. Plot No.921 under L.R. Khatian No.634 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District Paschim Bardhaman, Police Station- Asansol;
- Purnima Mahadani was the absolute owner All That piece and parcel of land measuring about 3 decimals comprised in R.S. & L.R. Plot No.921 under L.R. Khatian No.633 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District Paschim Bardhaman, Police Station- Asansol;
- A3. By Deed of Sale dated 29<sup>th</sup> August, 2019 registered at the office of the ADSR, Asansol and recorded in Book No.I, Volume No.0205-2019, pages: 140715- 140735 being No.020507401 for the year 2019, Dipanjan Acharya, Prabodh Kumar Mukherjee, Bithika Bhattacharya and Purnima Mahadani, sold, transferred and conveyed unto and in favour of JYOTINETFLEX PROJECTS PRIVATE LIMITED All That piece and parcel of land measuring about 16.5 decimals comprised in R.S. & L.R. Plot No.919 under L.R. Khatian No.192 AND All That piece and parcel of land measuring about 10 decimals comprised in R.S. & L.R. Plot No.921 under L.R. Khatian No.239 AND All That piece and parcel of land measuring about 3 decimals comprised in R.S. & L.R. Plot No.921 under L.R. Khatian No.634 AND All That piece and parcel of land measuring about 3 decimals comprised in R.S. & L.R. Plot No.921 under L.R. Khatian No.634 AND All That piece and parcel of land measuring about 3 decimals comprised in R.S. & L.R. Plot No.921 under L.R. Khatian No.634 AND All That piece and parcel of land measuring about 3 decimals comprised in R.S. & L.R.

in **R.S. & L.R. Plot No.921** under L.R. Khatian No.633 **totaling to 32.5 decimals** lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station- Asansol;

- A4. Naren Acharya was the absolute owner All That piece and parcel of land measuring about 67 decimals comprised in R.S. & L.R. Plot No.919 AND land measuring about 131 decimals comprised in R.S. & L.R. Plot No.920 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District Paschim Bardhaman, Police Station- Asansol;
- A5. The said Naren Acharya died intestate leaving behind him surviving his son namely Uma Shankar Acharya as his legal heir ;
- A6. The said Uma Shankar Acharya died intestate leaving behind him surviving his four sons namely (1) Shri Shyama Shankar Acharya alias Nemai Acharya, (2) Nittyananda Acharya, (3) Bama Shankar Acharya, (4) Ram Chandra Acharya as his legal heirs;
- A7. By virtue of inheritance the said Bama Shankar Acharya became absolute Owner All That piece and parcel of land measuring about 16.75 decimals comprised in R.S. & L.R. Plot No.919 under L.R. Khatian No.192 AND land measuring about 32.75 decimals comprised in R.S. & L.R. Plot No.920 under L.R. Khatian No.385 totaling to 49.50 decimals more or less lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District Paschim Bardhaman, Police Station- Asansol;
- A8. By Deed of Sale dated 19<sup>th</sup> February, 2020 registered at the office of the ADSR, Asansol and recorded in Book No.I, Volume No.0205-2020, pages: 30573- 30591 being No.020501391 for the year 2020, Bama Shankar Acharya sold, transferred and conveyed unto and in favour of JYOTINETFLEX PROJECTS PRIVATE LIMITED All That piece and parcel of land measuring about 16.75 decimals comprised in R.S. & L.R. Plot No.919 under L.R. Khatian No.192 AND land measuring about 32.75 decimals comprised in R.S. & L.R. Plot No.920 under L.R. Khatian No.385 totaling to 49.50 decimals more or less lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District- Paschim Bardhaman, Police Station- Asansol;

- A9. Naren Acharya alias Ranaram Acharya was the absolute owner
  All That piece and parcel of land measuring about 67 decimals comprised in R.S. & L.R. Plot No.919 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District Paschim Bardhaman, Police Station- Asansol;
- A10. The said Naren Acharya alias Ranaram Acharya died intestate leaving behind him surviving his son namely Uma Shankar Acharya as his legal heir ;
- A11. The said Uma Shankar Acharya died intestate leaving behind him surviving his four sons namely (1) Shri Shyama Shankar Acharya alias Nemai Acharya, (2) Nittyananda Acharya, (3) Bama Shankar Acharya, (4) Ram Chandra Acharya as his legal heirs;
- A12. The said Shri Shyama Shankar Acharya alias Nemai Acharya died intestate leaving behind him surviving his two sons namely (1) Aloke Acharya, (2) Pulak Acharya and his wife Jita Rani Acharya as his legal heirs and none else;
- A13. By virtue of inheritance the said Aloke Acharya, Pulak Acharya and Jita Rani Acharya became absolute Joint Owners **All That** piece and parcel of land measuring about **16.75 decimals** comprised in **R.S. & L.R. Plot No.919** under L.R. Khatian No.192 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station- Asansol;
- A14. By Deed of Sale dated 24<sup>th</sup> February, 2020 registered at the office of the ADSR, Asansol and recorded in Book No.I, Volume No.0205-2020, pages: 32352- 32371 being No.020501477 for the year 2020, Aloke Acharya, Pulak Acharya and Jita Rani Acharya, sold, transferred and conveyed unto and in favour of JYOTINETFLEX PROJECTS PRIVATE LIMITED All That piece and parcel of land measuring about 16.75 decimals comprised in R.S. & L.R. Plot No.919 under L.R. Khatian No.192 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District Paschim Bardhaman, Police Station- Asansol;
- A15. Sima Chattaraj was the absolute owner **All That** piece and parcel of land measuring about **3 decimals** comprised in **R.S. &**

**L.R. Plot No.921** under L.R. Khatian No.644 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station- Asansol;

- A16. By Deed of Sale dated 13<sup>th</sup> August, 2019 registered at the office of the ADSR, Asansol and recorded in Book No.I, Volume No.0205-2019, pages: 131086- 131100 being No.020506912 for the year 2019, Sima Chattaraj, sold, transferred and conveyed unto and in favour of JYOTINETFLEX PROJECTS PRIVATE LIMITED All That piece and parcel of land measuring about 3 decimals comprised in R.S. & L.R. Plot No.921 under L.R. Khatian No.644 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District Paschim Bardhaman, Police Station- Asansol;
- A17. Rakhahari Mukhopadhyay was the absolute owner All That piece and parcel of land measuring about 8 decimals comprised in R.S. Plot No.696 AND land measuring about 3 decimals comprised in R.S. Plot No.701 AND land measuring about 6 decimals comprised in R.S. Plot No.921 totaling to 17 decimals under L.R. Khatian No.401 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District Paschim Bardhaman, Police Station- Asansol;
- A18. The said Rakhahari Mukhopadhyay died intestate leaving behind him surviving his two sons namely (1) Nitaya Gopal Mukhopadhyay and (2) Tritha Renu Mukhopadhyay as his legal heirs and none else;
- A19. By virtue of inheritance the said (1) Nitaya Gopal Mukhopadhyay and (2) Tritha Renu Mukhopadhyay became absolute Joint Owners All That piece and parcel of land measuring about 8 decimals comprised in R.S. Plot No.696 AND land measuring about 3 decimals comprised in R.S. Plot No.701 AND land measuring about 6 decimals comprised in R.S. Plot No.921 totaling to 17 decimals under L.R. Khatian No.401 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District -Paschim Bardhaman, Police Station- Asansol;
- A20. By Deed of Sale dated 31<sup>st</sup> July, 2019 registered at the office of the ADSR, Asansol and recorded in Book No.I, Volume No.0205-2019, pages: 135171-135189 being No.020507123 for the year 2019, (1) Nitaya Gopal Mukhopadhyay and (2) Tritha Renu

Mukhopadhyay , sold, transferred and conveyed unto and in favour of JYOTINETFLEX PROJECTS PRIVATE LIMITED All That piece and parcel of land measuring about 8 decimals comprised in R.S. & L.R. Plot No.696 AND land measuring about 3 decimals comprised in R.S. & L.R. Plot No.701 AND land measuring about 6 decimals comprised in R.S. & L.R. Plot No.921 totaling to 17 decimals under L.R. Khatian No.401 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station- Asansol;

- A21. By Deed of Conveyance being No.2448 for the year 2019 registered at the office of the ADSR, Asansol Gopal Kedia, sold, transferred and conveyed unto and in favour of NETFLEX HOMES PRIVATE LIMITED All That piece and parcel of land measuring about 8 decimals comprised in R.S. Plot No.930 AND land measuring about 8 decimals comprised in R.S. Plot No.934 totaling to 16 decimals under L.R. Khatian No.469 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District Paschim Bardhaman, Police Station-Asansol;
- A22. By Deed of Sale dated 25<sup>th</sup> February, 2020 registered at the office of the ADSR, Asansol and recorded in Book No.I, Volume No.0205-2020, pages: 32468- 32484 being No.020501486 for the year 2020, NETFLEX HOMES PRIVATE LIMITED, sold, transferred and conveyed unto and in favour of JYOTINETFLEX PROJECTS PRIVATE LIMITED All That piece and parcel of land measuring about 8 decimals comprised in R.S. & L.R. Plot No.930 AND land measuring about 8 decimals comprised in R.S. & L.R. Plot No.934 totaling to 16 decimals under L.R. Khatian No.469 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District Paschim Bardhaman, Police Station- Asansol;
- A23. (1) Nanda Dulal Gorai alias Nandalal Gorai, (2) Nirmal Gorai, (3) Susari Mondal, (4) Gitarani Gorai, (5) Durga Mondal, (6) Gyatri Gorai, (7) Dayamay Mandal were the absolute Joint Owners All That piece and parcel of land measuring about 26 decimals comprised in R.S. & L.R. Plot No.932 AND land measuring about 7 decimals comprised in R.S. & L.R. Plot No.935 AND land measuring about 18 decimals comprised in R.S. & L.R. Plot No.935 AND land measuring about 18 decimals under L.R. Khatian No.708 & 709 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L.

No.2, District - Paschim Bardhaman, Police Station- Asansol;

- A24. By Deed of Sale dated 15<sup>th</sup> May, 2019 registered at the office of the ADSR, Asansol and recorded in Book No.I, Volume No.0205-2019, pages: 76279-76300 being No.020504096 for the year 2019, (1) Nanda Dulal Gorai alias Nandalal Gorai, (2) Nirmal Gorai, (3) Susari Mondal, (4) Gitarani Gorai, (5) Durga Mondal, (6) Gyatri Gorai, (7) Dayamay Mandal, sold, transferred and conveyed unto and in favour of JYOTINETFLEX PROJECTS PRIVATE LIMITED All That piece and parcel of land measuring about 26 decimals comprised in R.S. & L.R. Plot No.932 AND land measuring about 7 decimals comprised in R.S. & L.R. Plot No.935 AND land measuring about 18 decimals comprised in R.S. & L.R. Plot No.936 totaling to 51 decimals under L.R. Khatian No.708 & 709 lying and situate at Mouza-Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station- Asansol;
- A25. By a Deed of Conveyance being No.3079 for the year 1977 registered at the office of the ADSR Asansol and recorded in Book No.I, Volume No.38, pages: 194-196 Shani Bourini, sold, transferred and conveyed unto and in favour of Sudhir Bauri alias Habu Bauri All That piece and parcel of land measuring about 56 decimals comprised in R.S. & L.R. Plot No.933 under L.R. Khatian No.331 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District Paschim Bardhaman, Police Station-Asansol;
- A26. The said Sudhir Bauri alias Habu Bauri died intestate leaving behind him surviving his three sons namely (1) Karan Chandra Bauri, (2) Ashwini Bauri and (3) Ashi Bauri and two daughters namely (1) Hashina Bouri and (2) Anna Bauri as his legal heirs and none else ;
- A27. The said Ashwini Bauri died intestate leaving behind him surviving his wife Bina Bauri and only daughter namely Priya Bauri and only son namely Rahul Bouri as his legal heirs and none else ;
- A28. By Deed of Sale dated 25<sup>th</sup> July, 2019 registered at the office of the ADSR, Asansol and recorded in Book No.I, Volume No.0205-2019, pages: 120570- 120591 being No.020506344 for the year 2019, Karan Chandra Bauri, Hashina Bouri, Anna Bauri, Bina Bauri Priya Bauri, Rahul Bouri and Ashi Bauri, sold, transferred

and conveyed unto and in favour of JYOTINETFLEX PROJECTS PRIVATE LIMITED **All That** piece and parcel of land measuring about **56 decimals** comprised in **R.S. & L.R. Plot No.933** under L.R. Khatian No.331 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station- Asansol;

- A29. By a Deed of Conveyance being No.8734 for the year 1967 registered at the office of the ADSR Asansol Nilkantha Acharya, sold, transferred and conveyed unto and in favour of Amar Shankar Acharya and Bhanumati Acharya All That piece and parcel of land measuring about 8 decimals comprised in R.S. & L.R. Plot No.938 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District Paschim Bardhaman, Police Station- Asansol;
- A30. The said Amar Shankar Acharya died intestate leaving behind him surviving his three sons namely (1) Shib Sankar Acharya, (2) Rabi Sankar Acharya and (3) Tara Sankar Acharya and his wife namely Bhanumati Acharya as his legal heirs and none else;
- A31. By Deed of Sale dated 17<sup>th</sup> February, 2020 registered at the office of the ADSR, Asansol and recorded in Book No.I, Volume No.0205-2020, pages: 25910- 25924 being No.020501207 for the year 2020, Shib Sankar Acharya, Rabi Sankar Acharya, Tara Sankar Acharya and Bhanumati Acharya, sold, transferred and conveyed unto and in favour of JYOTINETFLEX PROJECTS PRIVATE LIMITED All That piece and parcel of land measuring about 5 decimals comprised in R.S. & L.R. Plot No.938 under L.R. Khatian No.184 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District Paschim Bardhaman, Police Station-Asansol;
- A32. The Owner/Vendor/Developer carries on business of construction of multi-storeyed building.
- A33. The Owner/Vendor/Developer has the expertise and sufficient man power to develop the **said land.**

A34. The Owner/Vendor/Developer now intends to develop for the purpose of development All That piece and parcel of Baid land measuring about 8 decimal more or less comprised in R.S. & L.R. Plot No.159 under L.R. Khatian No.418, J.L No.14, lying and situate at Mouza Gopalpur, Sub-Division and Additional District Sub-Registry Office Asansol, District - Paschim Bardhaman, Police Station- Asansol;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
159	418	8
-AND-		

All That piece and parcel of land measuring about 20.57 decimal more or less comprised in R.S. & L.R. Plot No.160 And land measuring about 29.14 decimal more or less comprised in R.S. & L.R. Plot No.178 and totaling to 49.71 decimal more or less under L.R. Khatian No.84, J.L No.14, lying and situate at Mouza Gopalpur, Sub-Division and Additional District Sub-Registry Office Asansol, District -Paschim Bardhaman, Police Station- Asansol ;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
160	84	20.57
178	84	27.14
-AND-		

**All That** piece and parcel of kanali land measuring about **10 decimal** more or less comprised in **R.S. & L.R. Plot No.705** under L.R. Khatian No.395 And kanali land measuring about **29 decimal** more or less comprised in **R.S. & L.R. Plot No.910** and **totaling to 39 decimal** more or less under L.R. Khatian No.205, J.L No.2, lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, District - Paschim Bardhaman, Police Station- Asansol;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
705	205	10
910	205	29
- <b>A</b> ND-		

-AND-

All That piece and parcel of Baid land measuring about **01 decimal** more or less comprised in **R.S. & L.R. Plot No.708** under L.R. Khatian No.20 And Baid land measuring about **01 decimal** more or less comprised in **R.S. & L.R. Plot No.708** under L.R. Khatian No.77 And Baid land measuring about **01 decimal** more or less comprised in **R.S. & L.R. Plot No.708** under L.R. Khatian No.169 And Baid land measuring about **01 decimal** more or less comprised in **R.S. & L.R. Plot No.708** under L.R. Khatian No.169 And Baid land measuring about **01 decimal** more or less comprised in **R.S. & L.R. Plot No.708** under L.R. Khatian No.211 And Baid land measuring about **01 decimal** more or less comprised in **R.S. & L.R. Plot No.708** under L.R. Khatian No.280 And Baid land measuring about **01 decimal** more or less comprised in **R.S. & L.R. Plot No.708** under L.R. Khatian No.473 And Baid land measuring about **01 decimal** more or less comprised in **R.S. & L.R. Plot No.708** under L.R. Khatian No.512 And Baid land measuring about **01 decimal** more or less comprised in **R.S. & L.R. Plot No.708** under L.R. Khatian No.512 And Baid land measuring about **01 decimal** more or less comprised in **R.S. & L.R. Plot No.708** under L.R. Khatian No.565 And Baid land measuring about **01 decimal** more or less comprised in **R.S. & L.R. Plot No.708** under L.R. Khatian No.566 And Baid land measuring about **01 decimal** more or less comprised in **R.S. & L.R. Plot No.708** under L.R. Khatian No.569 and **totaling to 10 decimal** more or less, J.L No.2, lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, District -Paschim Bardhaman, Police Station- Asansol ;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
708	20, 77, 169, 211,	10
	280, 473, 512, 565,	
	566, 569,	

All That piece and parcel of Kanali land measuring about 19 decimal more or less comprised in R.S. & L.R. Plot No.912 under L.R. Khatian No.313 And Kanali land measuring about 20 decimal more or less comprised in R.S. & L.R. Plot No.912 under L.R. Khatian No.335 And Kanali land measuring about 04 decimal more or less comprised in R.S. & L.R. Plot No.914 under L.R. Khatian No.313 And Kanali land measuring about 04 decimal more or less comprised in R.S. & L.R. Plot No.914 under L.R. Khatian No.313 And Kanali land measuring about 04 decimal more or less comprised in R.S. & L.R. Plot No.914 under L.R. Khatian No.335 And Kanali land measuring about 06 decimal more or less comprised in R.S. & L.R. Plot No.916 under L.R. Khatian No.313 And Kanali land measuring about 05 decimal more or less comprised in R.S. & L.R. Plot No.916 under L.R. Khatian No.335 and totaling to 58 decimal more or less, J.L No.2, lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, District - Paschim Bardhaman, Police Station- Asansol ;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
912	313, 335	39
914	313, 335	8
916	313, 335	11
-AND-		

All That piece and parcel of Kanali land measuring about 03.8 decimal

more or less comprised in **R.S. & L.R. Plot No.913** And Kanali land measuring about **01.8 decimal** more or less comprised in **R.S. & L.R. Plot No.917/1599** And Kanali land measuring about **01 decimal** more or less comprised in **R.S. & L.R. Plot No.918/1601** under L.R. Khatian No.350 J.L No.2, **totaling to 06.6 decimal** more or less lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, District - Paschim Bardhaman, Police Station- Asansol;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
913	350	3.8
917/1599	350	1.8
918/1601	350	1
AND		

-AND-

All That piece and parcel of Kanali land measuring about 06 decimal more or less comprised in R.S. & L.R. Plot No.256 under L.R. Khatian No.359 And Kanali land measuring about 41 decimal more or less comprised in R.S. & L.R. Plot No.611 under L.R. Khatian No.350 And Kanali land measuring about 04 decimal more or less comprised in R.S. & L.R. Plot No.613 under L.R. Khatian No.350 And Kanali land measuring about 02 decimal more or less comprised in R.S. & L.R. Plot No.654 under L.R. Khatian No.359 And Kanali land measuring about 02.75 decimal more or less comprised in R.S. & L.R. Plot No.658 under L.R. Khatian No.350 And Kanali land measuring about 06.5 decimal more or less comprised in R.S. & L.R. Plot No.659 under L.R. Khatian No.350 And Kanali land measuring about 04 decimal more or less comprised in R.S. & L.R. Plot No.677 under L.R. Khatian No.350 And Kanali land measuring about 09.5 decimal more or less comprised in R.S. & L.R. Plot No.913 under L.R. Khatian No.350 And Kanali land measuring about 02.25 decimal more or less comprised in R.S. & L.R. Plot No.917/1599 under L.R. Khatian No.350 And Kanali land measuring about 01.25 decimal more or less comprised in R.S. & L.R. Plot No.918/1601 under L.R. Khatian No.350 And J.L No.2, totaling to **79.25 decimal** more or less along with other properties lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, District - Paschim Bardhaman, Police Station- Asansol;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
256	359	6
611	350	41
613	350	4
654	359	2

658	350	2.75	
659	350	6.5	
677	350	4	
913	350	9.5	
917/1599	350	2.25	
918/1601	350	1.25	
AND			

-AND-

All That piece and parcel of land measuring about 13 decimals comprised in R.S. & L.R. Plot No. 909, And land measuring about 46 decimals comprised in R.S. & L.R. Plot No.915, And land measuring about 06 decimals comprised in R.S. & L.R. Plot No.917 And land measuring about 03 decimals comprised in R.S. & L.R. Plot No.918, And land measuring about 03 (Three) decimals comprised in R.S. & L.R. Plot No. 937 And land measuring about 12 decimals comprised in R.S. & L.R. Plot No.951 under L.R. Khatian No.195 totaling to 83 decimal more or less lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station- Asansol;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
909	195	13
915	195	46
917	195	6
918	195	3
937	195	3
951	195	12
-AND-		

All That piece and parcel of land measuring about 15 decimal comprised in R.S. & L.R. Plot No.915 And land measuring about 02 decimals comprised in R.S. & L.R. Plot No.917 And land measuring about 01 decimal comprised in R.S. & L.R. Plot No.918 And land measuring about 01 decimal comprised in R.S & L.R. Plot No.937 under L.R. Khatian No.326 AND All That piece and parcel of land measuring about 02 decimals comprised in R.S. & L.R. Plot No. 917 And land measuring about 01 decimal comprised in R.S. & L.R. Plot No.918 And land measuring about 01 decimal comprised in R.S. & L.R. Plot No.918 And land measuring about 01 decimal comprised in R.S. & L.R. Plot No.918 And land measuring about 01 decimal comprised in R.S. & L.R. Plot No.937 under L.R. Khatian No.105 AND All That piece and parcel of land measuring about 02 decimals comprised in R.S. & L.R. Plot No.918 And land measuring about 01 decimal comprised in R.S. & L.R. Plot No.937 under L.R. Khatian No.105 AND All That piece and parcel of land measuring about 02 decimals comprised in R.S. & L.R. Plot No. 917 And land measuring about 01 decimal comprised in R.S. & L.R. Plot No. 917 And land land measuring about **01 decimal** comprised in R.S. & L.R. Plot No.937 under L.R. Khatian No.497 **AND All That** piece and parcel of land measuring about **23 decimals** comprised in R.S. & LR. Plot No. 915 **And** land measuring about **03 decimals** comprised in R.S. & L.R. Plot No. 917 **And** land measuring about **01 decimal** comprised in R.S. & L.R. Plot No.918 **And** land measuring about **02 decimals** comprised in R.S. & L.R. Plot No.937 under L.R. Khatian No. 735 **totaling to 56 decimal** more or less lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station- Asansol ;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
915	326, 735	38
917	326, 105, 497, 735	9
918	326, 105, 497, 735	4
937	326, 105, 497, 735	5
AND		

-AND-

All That piece and parcel of land measuring about 07 decimals comprised in R.S. & L.R. Plot No.909 And land measuring about 23 decimals comprised in R.S. & L.R. Plot No. 915 And land measuring about 03 decimals on R.S. & L.R. Plot No. 917 And land measuring about 02 decimals comprised in R.S. & L.R. Plot No.918 And land measuring about 1 decimal comprised in R.S. & L.R. Plot No.937 And land measuring about 07 decimals comprised in R.S. & L.R. Plot No.937 And land measuring about 07 decimals comprised in R.S. & L.R. Plot No.937 And land measuring about 02 decimals comprised in R.S. & L.R. Plot No. 951 And land measuring about 02 decimals comprised in R.S. & L.R. Plot No. 951 and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station- Asansol ;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
909	734	7
915	734	23
917	734	3
918	734	2
937	734	1
951	734	7
1294/1672	734	2
1294/1672	734	2

<sup>-</sup>AND-

All That piece and parcel of land measuring about 16.5 decimals comprised in R.S. & L.R. Plot No.919 under L.R. Khatian No.192 AND All That piece and parcel of land measuring about 10 decimals comprised in R.S. & L.R. Plot No.921 under L.R. Khatian No.239 AND All That piece and parcel of land measuring about 3 decimals comprised in R.S. & L.R. Plot No.921 under L.R. Khatian No.634 AND All That piece and parcel of land measuring about 3 decimals comprised in R.S. & L.R. Plot No.921 under L.R. Khatian No.634 AND All That piece and parcel of land measuring about 3 decimals comprised in R.S. & L.R. Plot No.921 under L.R. Khatian No.633 totaling to 32.5 decimals lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District -Paschim Bardhaman, Police Station- Asansol;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
919	192	16.5
921	239, 634, 633	16

-AND-

**All That** piece and parcel of land measuring about **16.75 decimals** comprised in **R.S. & L.R. Plot No.919** under L.R. Khatian No.192 AND land measuring about **32.75 decimals** comprised in **R.S. & L.R. Plot No.920** under L.R. Khatian No.385 totaling to 49.50 decimals more or less lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District- Paschim Bardhaman, Police Station- Asansol;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
919	192	16.75
920	385	32.75

# -AND-

**All That** piece and parcel of land measuring about **16.75 decimals** comprised in **R.S. & L.R. Plot No.919** under L.R. Khatian No.192 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station- Asansol ;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
919	192	16.75
-AND-		

All That piece and parcel of land measuring about **3 decimals** comprised in R.S. & L.R. Plot No.921 under L.R. Khatian No.644 lying and situate

at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station-Asansol;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
921	644	3

-AND-

All That piece and parcel of land measuring about 8 decimals comprised in R.S. & L.R. Plot No.696 AND land measuring about 3 decimals comprised in R.S. & L.R. Plot No.701 AND land measuring about 6 decimals comprised in R.S. & L.R. Plot No.921 totaling to 17 decimals under L.R. Khatian No.401 lying and situate at Mouza-Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station-Asansol;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)	
696	401	8	
701	401	3	
921 401 6			
-AND-			

**All That** piece and parcel of land measuring about **8 decimals** comprised in **R.S. & L.R. Plot No.930** AND land measuring about **8 decimals** comprised in **R.S. & L.R. Plot No.934 totaling to 16 decimals** under L.R. Khatian No.469 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station- Asansol;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
930	469	8
934	469	8
-AND-		

All That piece and parcel of land measuring about 26 decimals comprised in R.S. & L.R. Plot No.932 AND land measuring about 7 decimals comprised in R.S. & L.R. Plot No.935 AND land measuring about 18 decimals comprised in R.S. & L.R. Plot No.936 totaling to 51 decimals under L.R. Khatian No.708 & 709 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station-Asansol;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
932	708 & 709	26
935	708 & 709	7
936	708 & 709	18
AND		

### -AND-

**All That** piece and parcel of land measuring about **56 decimals** comprised in **R.S. & L.R. Plot No.933** under L.R. Khatian No.331 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station- Asansol;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
933	331	56
-AND-		

**All That** piece and parcel of land measuring about **5 decimals** comprised in **R.S. & L.R. Plot No.938** under L.R. Khatian No.184 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station-Asansol ;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
938	184	5

(hereinafter collectively called as the said land )

- A35. The Owner/Vendor/Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner/Vendor/Developer regarding the **said land** on which Project is to be constructed have been completed.
- A36. The Asansol Municipal Corporation has granted the commencement certificate to develop the Project vide its approval dated sanction Building Plan No.......dated ......Bearing registration no. .....as stated in the Schedule-C.

- A37. The Owner/Vendor/Developer has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, plot or building, as the case may be from Asansol Municipal Corporation. The Owner/Vendor/ Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- A38. The Owner/Vendor/Developer has registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_\_ on \_\_\_\_\_ under registration no.
- The Allottee had applied for an **Residential Unit** in the Project A39. vide application no. ...... Dated ...... and has been allotted **Residential Unit** having carpet area of ...... square feet, type ....., on .... Floor in the building to be constructed on the said land lying and situate at Mouza Gopalpur, Sub-Division and Additional District Sub-Registry Office Asansol, District -Paschim Bardhaman, Police Station-Asansol, hereinafter referred to as the said premises, ("Building") alongwith garage/covered parking no...... admeasuring ...... sq. ft. in the ....., as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defied under clause (m) of section 2 of the Act (hereinafter referred to as the an **Residential Unit**, as morefully and particularly described in SCHEDULE-A and the Floor Plan or the **Residential Unit** is annexed hereto and marked as SCHEDULE-B);

- A40. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- A41. The Parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications etc. applicable to the Project.
- A42. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Vendor/Developer hereby agrees to sell and the Allottee hereby agrees to purchase the **Residential Unit** as specified in **Para H.**

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

# 1. TERMS :

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Owner/Vendor/Developer hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, an **Residential Unit** as specified in **Para** 'H'

Building No	Rate of <b>Residential Unit</b>
Residential Unit	per <b>square feet</b> *
Туре	

Floor	
Total Price (in Rupees)	

\* Provide break-up of the amounts such as cost of an Residential Unit, proportionate cost of common areas, preferential location charges, taxes, maintenance charges, as per Para II etc., if/ as applicable.

(AND) (if/as applicable)

Garage/ covered parking-1	Price for 1 (in Rs/-)
Total price (in Rupees)	Rs/-

\* Provide break up of the amounts such as Electricity, Generator,Club & Maintenaince Charges, proportionate cost of common areas, taxes, maintenance charges as per Para. II etc., if/ as applicable.

Particulars	Amount + GST (Saleable Area (Sq.ft)
GENERATOR CHARGES	
MAINTENANCE	
CHARGES	
ELECTRICITY CHARGES	
LEGAL CHARGES	

.

## [AND] (if/as applicable)

Garage/ covered parking-1	Price for 1 (in Rs.)
Total price (in Rupees)	

## **Explanation:**

- (i) The Total Price above includes the booking amount paid by the allottee to the Owner/Vendor/Developer towards the Residential Unit.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Owner/Vendor/Developer by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Owner/Vendor/Developer, by whatever name called) upto the date of the handing over the possession of the **Residential Unit** to the allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Owner/Vendor/Developer shall be increased/ reduced based on such change/ modification.

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

- (iii) The Owner/Vendor/Developer shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the shall make Allottee(s) payment demanded bv the Owner/Vendor/Developer within the time and in the manner specified therein. In addition, the Owner/Vendor/Developer shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of **Residential Unit** includes recovery of price of land, construction of, not only the **Residential Unit** but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the **Residential Unit**, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para. II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the **Residential Unit** and the Project.
- 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Owner/Vendor/Developer undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges,

cost/charges imposed by the competent authorities, the Owner/Vendor/Developer shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- 1.4 The allottee(s) shall make the payment as per the payment plan set out in Schedule D ("Payment Plan").
- 1.5 The Owner/Vendor/Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ 6% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Owner/Vendor/Developer.
- 1.6 It is agreed that the Owner/Vendor/Developer shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'E' and Schedule 'F' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Residential Unit, as the

case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act:

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

- 1.7Residential The (Applicable in case of Unit) Owner/Vendor/Developer shall confirm to the final carpet area that has been allotted to the Allottee after construction of the building is complete and the occupancy certificate granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Owner/Vendor/Developer. If there is reduction in the carpet area then the Owner/Vendor/Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area Unit. allotted the of the Residential to Allottee. the Owner/Vendor/Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule D**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.
- 1.8 Subject to Para 9.3 the Owner/Vendor/Developer agreed and acknowledges, the Allottee shall have the right to the Residential Unit as mentioned below:

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

- 1.9 It is made clear by the Owner/Vendor/Developer and the Allottee agrees that the **Residential Unit** along with ------ garage/ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.
- 1.10 The Owner/Vendor/Developer agrees to pay all outgoings/ dues before transferring the physical possession of the **Residential Unit** to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Owner/Vendor/Developer fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the **Residential Unit** to the Allottee(s), the Owner/Vendor/Developer agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.11 The Allottee has paid a **sum** of **Rs.** ------ (Rupees------ only) as booking amount being part payment towards the Total Price of

the [**Residential Unit**] at the time of application the receipt of which the Owner/Vendor/Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [**Residential Unit**] as prescribed in the payment plan at [**Schedule D**] as may be demanded by the Owner/Vendor/Developer within the time and manner specified therein.

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

# 2. MODE OF PAYMENT:

# 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

3.2 The Owner/Vendor/Developer accepts no responsibility with regard to matters specified in Para 3.1 above. The Allottee shall keep the Owner/Vendor/Developer fully indemnified and harmless in this regards. The Owner/Vendor/Developer shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said **Residential Unit** apply for herein in any way and the Owner/Vendor/Developer shall be issuing the payment receipts in favor of the Allottee only.

# 4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

#### 5. TIME IS ESSENCE :

The Owner/Vendor/Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over possession **Residential Unit** to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be.

# 6. CONSTRUCTION OF THE **RESIDENTIAL UNIT**:

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

# 7. POSSESSION OF THE RESIDENTIAL UNIT:

7.1 Schedule for possession of the said [Residential Unit]– The Owner/Vendor/Developer agrees and understands that timely delivery of possession of the [Residential Unit] to the Allottee and

the common areas to the Association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Owner/Vendor/Developer assures to handover possession of the [**Residential Unit**] along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 31.01.2022 unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake, arising of any disease as epidemic or pandemic or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Owner/Vendor/Developer shall be entitled to the extension of time for delivery of possession of the [**Residential Unit**].

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

- **Procedure for taking possession** The Owner/Vendor/Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [**Residential Unit**], to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the
- certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Owner/Vendor/Developer within three months from the date of issue of occupancy certificate]. The Owner/Vendor/Developer agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner/Vendor/ Developer. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Owner/Vendor/Developer / Association of Allottees, as the case may be, after the issuance of completion certificate for the Owner/Vendor/Developer shall Project. The handover the occupancy certificate of the **Residential Unit**, as the case may be, to the Allottee at the time of conveyance of the same.
- 7.3 Failure of Allottee to take possession of [Residential Unit]written intimation Upon receiving а from the Owner/Vendor/Developer as per Para 7.2 above, the Allottee(s) shall take possession of the [Residential Unit] from the Owner/Vendor/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Owner/Vendor/Developer shall give possession of the [**Residential Unit**] to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Para 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.

7.2

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

[Provided that, in the absence of any local law, the Owner/Vendor/Developer shall handover the necessary documents and plans, including common areas, to the Association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

- 7.5 Cancellation by Allottee- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Owner/Vendor/Developer, the Owner/Vendor/Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Owner/Vendor/Developer to the Allottee(s) within forty-five days of such cancellation.
- 7.6 **Compensation** The Owner/Vendor/Developer shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

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

Provided that where if the Allottee does not intent to withdraw from the Project the Owner/Vendor/Developer shall pay the Allottee interest for every month of delay, till the handing over of the possession of the [**Residential Unit**], which shall be paid by the Owner/Vendor/Developer to the Allottee within forty-five days of it becoming due.

# 8. REPRESENTATIONS AND WARRANTIES OF THE OWNER/ VENDOR/DEVELOPER:

The Owner/Vendor/Developer hereby represents and warrants to the Allottee(s) as follows:-

 (i) The Owner/Vendor/Developer has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

- (ii) The Owner/Vendor/Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There is no encumbrances upon the said Land or the Project;
  (In case there are any encumbrances provide details of such encumbrances including any rights, title, interest and name of party in or over such land)
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Residential Unit];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Residential Unit] are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Vendor/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Residential Unit] and common areas;
- (vi) The Owner/Vendor/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Owner/Vendor/Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Residential Unit] which

will, in any manner, affect the rights of Allottee(s) under this Agreement;

- (viii) The Owner/Vendor/Developer confirms that the Owner/Vendor/Developer is not restricted in any manner whatsoever from selling the said [Residential Unit] to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Owner/Vendor/Developer shall handover lawful, vacant, peaceful, physical possession of the [Residential Unit] to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Owner/Vendor/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the **Residential Unit** along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification

(including any notice for acquisition or requisition of the said property) has been received by or served upon the Owner/Vendor/Developer in respect of the **said Land** and/or the Project.

#### 9. EVENTS OF DEFAULTS AND CONSEQUENCES :

- 9.1 Subject to the Force Majeure clause, the Owner/Vendor/Developer shall be considered under a condition of default, in the following events:-
- (i) The Owner/Vendor/Developer fails to provide ready to move in possession of the [Residential Unit] to the Allottee(s) within the time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Residential Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completent authority;
- (ii) Discontinuance of the Owner/Vendor/Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2 In case of default by the Owner/Vendor/Developer under the conditions listed above, Allottee(s) is entitled to the following:-

- (i) Stop making further payments to the Owner/Vendor/Developer as demanded by the Owner/Vendor/Developer. If the Allottee(s) stops making payments, the Owner/Vendor/Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Owner/Vendor/Developer shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the **Residential Unit**, along with interest within forty-five days of receiving the termination notice:

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

- 9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:
- (i) In case the Allottee(s) fails to make payments for -----consecutive demands made by the Owner/Vendor/Developer as per the payment plan annexed hereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Owner/Vendor/Developer on the unpaid amount at the rate prescribed in the Rules.

(ii) In case of default by Allottee under the conditions listed above continues for a period beyond 3 consecutive months after notice from the Owner/Vendor/Developer in this regard, the Owner/Vendor/Developer may cancel the allotment of the [Residential Unit] in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

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

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

The Owner/Vendor/Developer, on receipt of Total Price of the [**Residential Unit**] as per **Para 1.2** under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the [**Residential Unit**] together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

[Provided that, in absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Owner/Vendor/Developer within three months from the date of issue of occupancy certificate].

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Owner/Vendor/

Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Owner/Vendor/Developer is made by the Allottee(s).

#### 11. MAINTENANCE OF THE SAID RESIDENTIAL UNIT:

The Owner/Vendor/Developer shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the [**Residential Unit**].

# **12. DEFECT LIABILITY :**

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

# **13. RIGHT TO ENTER THE RESIDENTIAL UNIT FOR REPAIRS:**

The Owner/Vendor/Developer / maintenance agency/Association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Association of allottees and/or maintenance agency to enter into the [**Residential Unit**] or any. Part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

#### 14. USAGE:

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the (Project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Association of allottees for rendering maintenance services.

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

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

condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

- 15.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the [Residential Unit] or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the [Residential Unit].
- 15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Owner/Vendor/Developer and thereafter the Association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

# 17. ADDITIONAL CONSTRUCTIONS:

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

# 18. OWNER/VENDOR/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

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

The Owner/Vendor/Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of the **(Please insert the name of the apartment ownership Act).** The Owner/Vendor/Developer showing compliance of various laws/ regulations as applicable in

#### **20. BINDING EFFECT** :

Forwarding this Agreement to the Allottee(s) by the Owner/Vendor/Developer does not create a binding obligation on the part of the Owner/Vendor/Developer or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the

Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar Asansol (address of Sub-Registrar) as and when intimated by the Owner/Vendor/Developer. If the Allottee(s) fails to execute and deliver to the Owner/Vendor/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Owner/Vendor/Developer, then the Owner/Vendor/Developer shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

#### 21. ENTIRE AGREEMENT:

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

#### 22. RIGHT TO AMEND:

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

# 23. PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/ SUBSEQUENT ALLOTTEES:

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

# 24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 The Owner/Vendor/Developer may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan [Annexure C] including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Owner/Vendor/Developer in the case of one allottee shall not be construed to be a precedent and /or binding on the Owner/Vendor/Developer to exercise such discretion in the case of other allottees.
- 24.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

#### **25. SEVERABILITY:**

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

# 26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

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

# 27. FURTHER ASSURANCES:

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

#### **28. PLACE OF EXECUTION :**

The execution of this Agreement shall be completed only upon its execution by the Owner/Vendor/Developer through its authorized signatory at the Owner/Vendor/Developer's Office, or at some other place, which may be mutually agreed between the Owner/Vendor/Developer and the Allottee, in Asansol after the Agreement duly executed by the Allottee is and the

Owner/Vendor/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at **Asansol** (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at **Asansol**.

# 29. NOTICES:

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

JYOTINETFLEX PROJECTS PRIVATE LIMITED	Allottee(s) name
Address: Jyoti Nagar	Address
Shakespeare Sarani Asansol	
-713302	

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

#### **30. JOINT ALLOTTEE:**

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

#### 31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act the rules or the regulations made thereunder.

#### 32. GOVERNING LAW:

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

#### **33. DISPUTE RESOLUTION :**

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

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

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

# SIGNED AND DELIVERED BY THE WITHIN NAMED: OWNER/VENDOR:

Signature _	
Name	
Address	

# SIGNED AND DELIVERED BY THE WITHIN NAMED:

**ALLOTTEE**: (including joint buyers)

1)	Signature
	Name
	Address
2)	Signature Name
	Address

At _		on	ir	n the presence of:
<u>WIT</u>	NESSES:			
1)	Signature _ Name Address			
2)	Signature _ Name Address			

# THE SCHEDULE –A ABOVE REFERRED TO: (SAID PROPERTY)

**All That** piece and parcel of Baid land measuring about **8 decimal** more or less comprised in **R.S. & L.R. Plot No. 159 under** L.R. Khatian No.418, J.L No.14, lying and situate at Mouza Gopalpur, Sub-Division and Additional District Sub-Registry Office Asansol, District - Paschim Bardhaman, Police Station- Asansol ;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
159	418	8
-AND-		

All That piece and parcel of land measuring about 20.57 decimal more or less comprised in R.S. & L.R. Plot No.160 And land measuring about 29.14 decimal more or less comprised in R.S. & L.R. Plot No.178 and totaling to 49.71 decimal more or less under L.R. Khatian No.84, J.L No.14, lying and situate at Mouza Gopalpur, Sub-Division and Additional District Sub-Registry Office Asansol, District -

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
160	84	20.57
178	84	27.14

Paschim Bardhaman, Police Station-Asansol;

#### -AND-

**All That** piece and parcel of kanali land measuring about **10 decimal** more or less comprised in **R.S. & L.R. Plot No.705** under L.R. Khatian No.395 And kanali land measuring about **29 decimal** more or less comprised in **R.S. & L.R. Plot No.910** and **totaling to 39 decimal** more or less under L.R. Khatian No.205, J.L No.2, lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, District - Paschim Bardhaman, Police Station- Asansol;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
705	205	10
910	205	29
AND		

#### -AND-

All That piece and parcel of Baid land measuring about **01 decimal** more or less comprised in **R.S. & L.R. Plot No.708** under L.R. Khatian No.20 And Baid land measuring about **01 decimal** more or less comprised in **R.S. & L.R. Plot No.708** under L.R. Khatian No.77 And Baid land measuring about **01 decimal** more or less comprised in **R.S. & L.R. Plot No.708** under L.R. Khatian No.169 And Baid land measuring about **01 decimal** more or less comprised in **R.S. & L.R. Plot No.708** under L.R. Khatian No.169 And Baid land measuring about **01 decimal** more or less comprised in **R.S. & L.R. Plot No.708** under L.R. Khatian No.211 And Baid land measuring about **01 decimal** more or less comprised in **R.S. & L.R. Plot No.708** under L.R. Khatian No.280 And Baid land measuring about **01 decimal** more or less comprised in **R.S. & L.R. Plot No.708** under L.R. Khatian No.473 And Baid land measuring about **01 decimal** more or less comprised in **R.S. & L.R. Plot No.708** under L.R. Khatian No.512 And Baid land measuring about **01 decimal** more or less comprised in **R.S.**  & L.R. Plot No.708 under L.R. Khatian No.565 And Baid land measuring about 01 decimal more or less comprised in R.S. & L.R. Plot No.708 under L.R. Khatian No.566 And Baid land measuring about 01 decimal more or less comprised in R.S. & L.R. Plot No.708 under L.R. Khatian No.569 and totaling to 10 decimal more or less, J.L No.2, lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, District - Paschim Bardhaman, Police Station- Asansol;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
708	20, 77, 169, 211, 280, 473, 512, 565, 566, 569,	10

#### -AND-

All That piece and parcel of Kanali land measuring about 19 decimal more or less comprised in R.S. & L.R. Plot No.912 under L.R. Khatian No.313 And Kanali land measuring about 20 decimal more or less comprised in R.S. & L.R. Plot No.912 under L.R. Khatian No.335 And Kanali land measuring about 04 decimal more or less comprised in R.S. & L.R. Plot No.914 under L.R. Khatian No.313 And Kanali land measuring about 04 decimal more or less comprised in R.S. & L.R. Plot No.914 under L.R. Khatian No.313 And Kanali land measuring about 04 decimal more or less comprised in R.S. & L.R. Plot No.914 under L.R. Khatian No.335 And Kanali land measuring about 06 decimal more or less comprised in R.S. & L.R. Plot No.916 under L.R. Khatian No.313 And Kanali land measuring about 05 decimal more or less comprised in R.S. & L.R. Plot No.916 under L.R. Khatian No.335 and Kanali land measuring about 05 decimal more or less comprised in R.S. & L.R. Plot No.916 under L.R. Khatian No.335 and Kanali land measuring about 05 decimal more or less comprised in R.S. & L.R. Plot No.916 under L.R. Khatian No.335 and totaling to 58 decimal more or less, J.L No.2, lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, District - Paschim Bardhaman, Police Station- Asansol ;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
912	313, 335	39
914	313, 335	8
916	313, 335	11

#### -AND-

All That piece and parcel of Kanali land measuring about **03.8 decimal** more or less comprised in **R.S. & L.R. Plot No.913** And Kanali land measuring about **01.8 decimal** more or less comprised in **R.S. & L.R. Plot No.917/1599** And Kanali land measuring about **01 decimal** more or less comprised in **R.S. & L.R. Plot No.918/1601** under L.R. Khatian No.350 J.L No.2, **totaling to 06.6 decimal** more or less lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, District - Paschim Bardhaman, Police Station- Asansol;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
913	350	3.8
917/1599	350	1.8
918/1601	350	1

#### -AND-

All That piece and parcel of Kanali land measuring about 06 decimal more or less comprised in R.S. & L.R. Plot No.256 under L.R. Khatian No.359 And Kanali land measuring about 41 decimal more or less comprised in R.S. & L.R. Plot No.611 under L.R. Khatian No.350 And Kanali land measuring about **04 decimal** more or less comprised in **R.S.** & L.R. Plot No.613 under L.R. Khatian No.350 And Kanali land measuring about 02 decimal more or less comprised in R.S. & L.R. Plot No.654 under L.R. Khatian No.359 And Kanali land measuring about 02.75 decimal more or less comprised in R.S. & L.R. Plot No.658 under L.R. Khatian No.350 And Kanali land measuring about 06.5 decimal more or less comprised in R.S. & L.R. Plot No.659 under L.R. Khatian No.350 And Kanali land measuring about 04 decimal more or less comprised in R.S. & L.R. Plot No.677 under L.R. Khatian No.350 And Kanali land measuring about **09.5 decimal** more or less comprised in R.S. & L.R. Plot No.913 under L.R. Khatian No.350 And Kanali land measuring about 02.25 decimal more or less comprised in R.S. & L.R. Plot No.917/1599 under L.R. Khatian No.350 And Kanali land measuring about 01.25 decimal more or less comprised in R.S. & L.R.

**Plot No.918/1601** under L.R. Khatian No.350 **And** J.L No.2, **totaling to 79.25 decimal** more or less alongwith other properties lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, District - Paschim Bardhaman, Police Station- Asansol;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
256	359	6
611	350	41
613	350	4
654	359	2
658	350	2.75
659	350	6.5
677	350	4
913	350	9.5
917/1599	350	2.25
918/1601	350	1.25

# -AND-

All That piece and parcel of land measuring about 13 decimals comprised in R.S. & L.R. Plot No. 909, And land measuring about 46 decimals comprised in R.S. & L.R. Plot No.915, And land measuring about 06 decimals comprised in R.S. & L.R. Plot No.917 And land measuring about 03 decimals comprised in R.S. & L.R. Plot No.918, And land measuring about 03 (Three) decimals comprised in R.S. & L.R. Plot No. 937 And land measuring about 12 decimals comprised in R.S. & L.R. Plot No.951 under L.R. Khatian No.195 totaling to 83 decimal more or less lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station- Asansol ;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)

909	195	13
915	195	46
917	195	6
918	195	3
937	195	3
951	195	12

#### -AND-

All That piece and parcel of land measuring about 15 decimal comprised in R.S. & L.R. Plot No.915 And land measuring about 02 decimals comprised in R.S. & L.R. Plot No.917 And land measuring about 01 decimal comprised in R.S. & L.R. Plot No.918 And land measuring about 01 decimal comprised in R.S & L.R. Plot No.937 under L.R. Khatian No.326 AND All That piece and parcel of land measuring about **02 decimals** comprised in R.S. & L.R. Plot No. 917 And land measuring about 01 decimal comprised in R.S. & L.R. Plot No.918 And land measuring about **01 decimal** comprised in R.S. & L.R. Plot No.937 under L.R. Khatian No.105 AND All That piece and parcel of land measuring about **02 decimals** comprised in R.S. & L.R. Plot No. 917 And land measuring about 01 decimal comprised in R.S. & LR. Plot No.918 And land measuring about **01 decimal** comprised in R.S. & L.R. Plot No.937 under L.R. Khatian No.497 AND All That piece and parcel of land measuring about 23 decimals comprised in R.S. & LR. Plot No. 915 And land measuring about 03 decimals comprised in R.S. & L.R. Plot No. 917 And land measuring about 01 decimal comprised in R.S. & L.R. Plot No.918 And land measuring about 02 decimals comprised in R.S. & L.R. Plot No. 937 under L.R. Khatian No. 735 totaling to 56 decimal more or less lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station-Asansol;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)

915	326, 735	38
917	326, 105, 497, 735	9
918	326, 105, 497, 735	4
937	326, 105, 497, 735	5

#### -AND-

All That piece and parcel of land measuring about 07 decimals comprised in R.S. & L.R. Plot No.909 And land measuring about 23 decimals comprised in R.S. & L.R. Plot No. 915 And land measuring about 03 decimals on R.S. & L.R. Plot No. 917 And land measuring about 02 decimals comprised in R.S. & L.R. Plot No.918 And land measuring about 1 decimal comprised in R.S. & L.R. Plot No.937 And land measuring about 07 decimals comprised in R.S. & L.R. Plot No.937 And land measuring about 07 decimals comprised in R.S. & L.R. Plot No. 951 And land measuring about 02 decimals comprised in R.S. & L.R. Plot No. 951 And land measuring about 02 decimals comprised in R.S. & L.R. Plot No.1294/1672 under L.R. Khatian No.734 totaling to 45 decimals lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station- Asansol;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
909	734	7
915	734	23
917	734	3
918	734	2
937	734	1
951	734	7
1294/1672	734	2

## -AND-

All That piece and parcel of land measuring about 16.5 decimals

comprised in R.S. & L.R. Plot No.919 under L.R. Khatian No.192 AND All That piece and parcel of land measuring about 10 decimals comprised in R.S. & L.R. Plot No.921 under L.R. Khatian No.239 AND All That piece and parcel of land measuring about 3 decimals comprised in R.S. & L.R. Plot No.921 under L.R. Khatian No.634 AND All That piece and parcel of land measuring about 3 decimals comprised in R.S. & L.R. Plot No.921 under L.R. Khatian No.633 totaling to 32.5 decimals lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District -Paschim Bardhaman, Police Station- Asansol;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
919	192	16.5
921	239, 634, 633	16

# -AND-

**All That** piece and parcel of land measuring about **16.75 decimals** comprised in **R.S. & L.R. Plot No.919** under L.R. Khatian No.192 AND land measuring about **32.75 decimals** comprised in **R.S. & L.R. Plot No.920** under L.R. Khatian No.385 totaling to 49.50 decimals more or less lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District- Paschim Bardhaman, Police Station- Asansol;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
919	192	16.75
920	385	32.75

# -AND-

All That piece and parcel of land measuring about 16.75 decimals comprised in R.S. & L.R. Plot No.919 under L.R. Khatian No.192 lying and situate at Mouza- Marichkota, Sub-Division and Additional District

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
919	192	16.75

# -AND-

**All That** piece and parcel of land measuring about **3 decimals** comprised in **R.S. & L.R. Plot No.921** under L.R. Khatian No.644 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station-Asansol ;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
921	644	3

# -AND-

All That piece and parcel of land measuring about 8 decimals comprised in R.S. & L.R. Plot No.696 AND land measuring about 3 decimals comprised in R.S. & L.R. Plot No.701 AND land measuring about 6 decimals comprised in R.S. & L.R. Plot No.921 totaling to 17 decimals under L.R. Khatian No.401 lying and situate at Mouza-Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station-Asansol;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
696	401	8
701	401	3
921	401	6

Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman,

Police Station-Asansol;

All That piece and parcel of land measuring about 8 decimals comprised in R.S. & L.R. Plot No.930 AND land measuring about 8 decimals comprised in R.S. & L.R. Plot No.934 totaling to 16 decimals under L.R. Khatian No.469 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station- Asansol

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
930	469	8
934	469	8

# -AND-

**All That** piece and parcel of land measuring about **26 decimals** comprised in **R.S. & L.R. Plot No.932** AND land measuring about **7 decimals** comprised in **R.S. & L.R. Plot No.935** AND land measuring about **18 decimals** comprised in **R.S. & L.R. Plot No.936 totaling to 51 decimals** under L.R. Khatian No.708 & 709 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station-Asansol;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
932	708 & 709	26
935	708 & 709	7
936	708 & 709	18

# -AND-

**All That** piece and parcel of land measuring about **56 decimals** comprised in **R.S. & L.R. Plot No.933** under L.R. Khatian No.331 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station- Asansol;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
933	331	56

#### -AND-

**All That** piece and parcel of land measuring about **5 decimals** comprised in **R.S. & L.R. Plot No.938** under L.R. Khatian No.184 lying and situate at Mouza- Marichkota, Sub-Division and Additional District Sub-Registry Office Asansol, J.L. No.2, District - Paschim Bardhaman, Police Station-Asansol ;

R.S. & L.R. Plot No.	L.R. Khatian No.	Area (decimal)
938	184	5

**Totaling to 523.24 decimal** more or less ; as shown in the MAP or PLAN annexed hereto and bordered with RED COLOUR thereon and butted and bounded as follows:-

ON THE NORTH

ON THE SOUTH

ON THE EAST

ON THE WEST

# THE SCHEDULE- B ABOVE REFERRED TO: (DESCRIPTION OF THE GARAGE/COVERED PARKING)

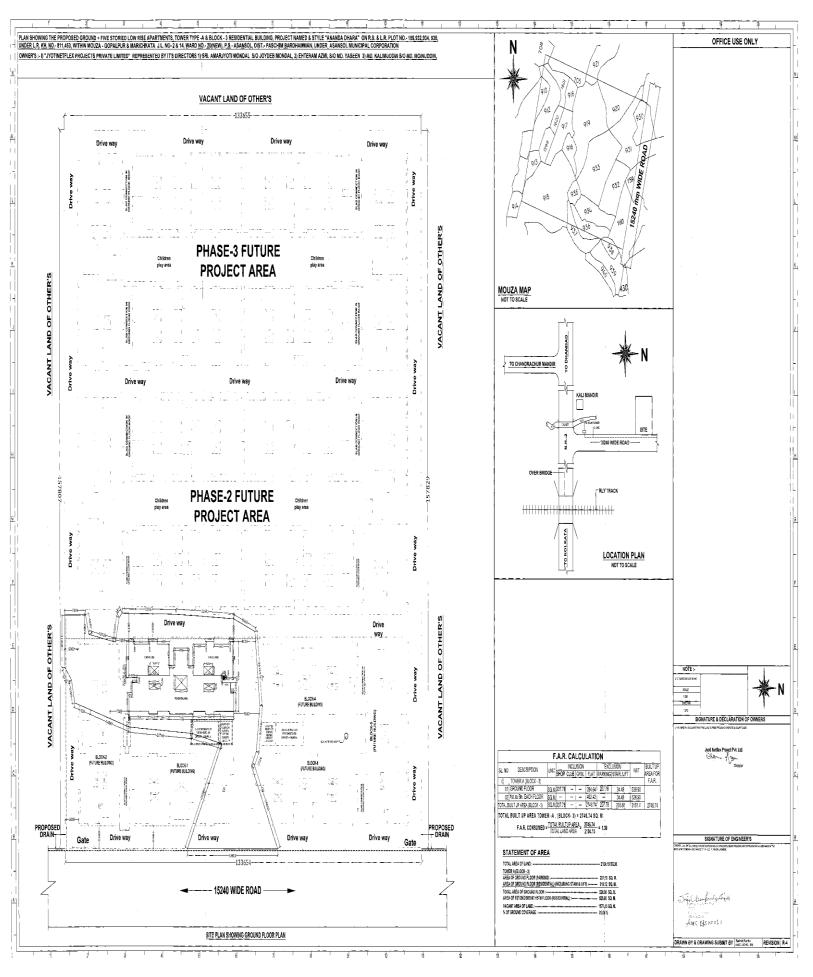
ALL THAT Residential Unit No...... lying on the ......floor of the said BUILDING namely "ANANDADHARA BLOCK 3 ", measuring chargeable area ......sq.ft. and ......sq.ft. carpet area and ......sq.ft. built up area & Balcony Area .....sq.ft. TOGETHERWITH ------ car parking space and the proportionate share in the land comprised in the **said premises** attributable thereto TOGETHERWITH the proportionate share in all common parts portions areas and facilities.

# **(DESCRIPTION OF GARAGE/COVERED PARKING**

ALL THAT wheeler one two parking space measuring about......sq.ft. more or less and four wheeler/car parking space measuring about.....sq.ft. more or less lying and situate at the ground floor/open space of the **building No.**\_\_\_\_\_ comprised in the said HOUSING PROJECT having an area of \_\_\_\_\_ sq. ft. more or less **togetherwith** the proportionate share in all common parts portions areas and facilities and **togetherwith** the undivided proportionate share in the land comprised in the said premises lying and situate at Mouza: -Marichkota, J.L. No.2, P.S. Asansol, ADSR: Asansol Paschim Bardhaman within the limits of Ward No.....of Asansol Municipal Corporation.

> SCHEDULE-'C' (FLOOR PLAN OF THE RESIDENTIAL UNIT)

> > Set Out (MAP/PLAN)



# SCHEDULE- 'D' (PAYMENT PLAN)

PAYMENT SCHEDULE		
PARTICULARS	SLAB	
On Booking / Application	Rs. 50000/-plus GST as applicable	
On Allotment / Agreement	20% of the Total value plus GST Less 50000	
On Foundation	20% Plus GST as applicable	
On or before 1st Slab casting	20% Plus GST as applicable	
On or before 3rd Slab casting	10% Plus GST as applicable	
On or before Brick Work	10% Plus GST as applicable	
On Flooring	10% Plus GST as applicable	
On Handover/Possession	10% Plus GST as applicable	
TOTAL	100%	

Rupees	Lakhs	Thousands	Hundreds	Tens	Units
For FLAT For two wheeler/car					
For two wheeler/car parking					
Total Amount :					

The aforesaid total sum of Rs...../- (Rupees ------

-----) only shall be paid in the manner hereinafter appearing.

DATE	AMOUNT

# SCHEDULE- 'E'

# (SEPECIFICATIONS, COMMON PARTS AND PORTIONS

# **OF THE RESIDENTIAL UNIT**)

# SECTION-A

# 1. AREAS :

- i). Entrance and exit to the premises and the new building.
- ii). Durwans room, common toilet/urinals if any.
- iii) Boundary walls and main gate of the premises.
- iv). Staircases and lobbies on the floors including Ground floor.
- v). Entrance lobby, driveway except car parking space, electricity/utility/Generator/Pump/Motor/Office/Store room(s) to be used by the service Company and/or its agents if any.
- vi). Lift, Lift wall/well, landings, chute, lift machinery rooms, staircases etc.
- vii). Fire Fighting system installation.
- viii). Overhead tank/ under ground Reservoir/ Deep tube well.

# 2. WATER, PLUMBING AND DRAINAGE :

- i) Drainage and sewage lines and other installation for the same (except only those as are installed within the exclusive area of any FLAT/ UNIT and/or exclusively for its use).
- ii) Water supply systems.
- iii) All common plumbing installations for carriage of water (save only those as are within the exclusive area of any FLAT/ UNIT and/or exclusively for its use).

# **3.** ELECTRICAL INSTALLATION :

- i) Transformer, Switchgear, Air Circuit Breaker, Electrical wiring, WBSEB/CESC meters, Sub-meters and other fittings (excluding only those as are installed within the exclusive area of any FLAT/ UNIT and/or exclusively for its use).
- ii) Lighting of the common portions.
- iii) Lifts with all accessories.
- iv) Generator, its installation and allied accessories.

# 5. OTHERS :

Such other common parts, areas equipments, installations, fittings, fixtures and spaces any other facility and/or amenity to be used in common in or about the premises and the buildings as are necessary for passage to and/or user of the FLAT/ UNITs in common by the co-Owners excepting those which have been exclusively allotted to a FLAT/ UNIT Owner.

# SECTION-B

(Those for which proportionate costs have been paid by the Buyer(s) –

- 1. All cost towards internal electrifications such as installation of intermediate transformers, wiring, cabling and other installations connecting to individual buildings and as also towards common facilities like internal street/ passage lights, water pumps, fire and other emergency services. The electrical load capacity set to individual FLAT/ UNITs shall not exceed **3KW** in case of a two bed roomed FLAT/ UNIT and shall not exceed **2KW** in case of one bed roomed FLAT/ UNIT. The above costs however does not include the expenses/ deposits payable to WBSEB/ CESC towards H.T. Line and its infrastructure for bringing power/ service line.
- 2. Generators for providing power backups to all the common parts and portions as mentioned in this SCHEDULE
- 3. Fixture, Fittings, equipments, gadget interior decorations, furnishing etc. in the Games/Common Room, Community hall, swimming pool.

#### SCHEDULE- 'F'

# SEPECIFICATIONS, AMENITIES, FACILITIES (OF THE PROJECT)

Foundation	:
Structure	: RCC Frame Structure.
Exterior	: To be finished with suitable
	paint.
Interior walls	: Brick walls with Putty finish
Flooring	: Ceramic tiles.
Ground floor lobby	: Composition of stone and ceramic tiles.
Typical floor lobby	: Elegant lobby with kota stone and ceramic tiles.
Staircase	: Spacious staircase with combination of Marble and Ceramic Tiles.
Kitchen	: Heavy duty semi glazed ceramic tiles on floors. Glazed ceramic tiles up to 2 ft. above dado, Marble on cooking platform with stainless steel sink.

Toilet	: Semi glazed ceramic tiles on floor and Glazed ceramic tiles up to 7 ft. height on wall.
Windows	: Anodized Aluminium windows.
Doors	: Flush door at main entrance with night latch, Flush door in bedrooms, bathroom and kitchen, Treated and seasoned hardwood frame.
Hardware	: Hardware fittings of reputed make.
Electricals	: Concealed insulated copper wiring with ISI marked switches. A.C. points in master bedroom, Geyser point in on bathroom, TV points in living/dining and master bed room. Telephone/Intercom/ in living/dining
Water supply	: 24-hours uninterrupted drinking water supply from deep tube well.
Plumbing	: SWR (PVC) pipe for sewer, PVC pipes for drainage and rainwater, CPVC/PVC pipes for water supply and distribution.
Sanitary Fittings and Fixtures :	Ceramic Basins and water closet of reputed (conformed to ISI) brand, C.P. fittings of reputed make.

DATED THIS DAY OF 2020

# -BETWEEN-

JYOTINETFLEX PROJECTS PRIVATE LIMITED

**OWNER/VENDOR** 

-AND-

·---- ·

**ALLOTTEE** 

**AGREEMENT FOR SALE**