

### Agreement for Sale/Allotment

This **Agreement for Sale/Allotment** is made on this the ..... day of ..... Two Thousand Eighteen.

#### **Between**

1. **M/s. Simplex Properties & Trading Pvt. Ltd.** (CIN - U70109WB1981PTC034402) having its Income Tax PAN - AADCS8600C, a private limited company incorporated in accordance with the provisions of the Companies Act., 1956, having its registered office at Eden House, 15 Gangadhar Babu Lane, 3rd Floor, Room No. 306, Post Office - Bowbazar, Police Station - Bowbazar, Kolkata-700 012, represented by one of its Director, **Raj Kumar Agarwal** (DIN - 00568762), having his AADHAAR No. - 928217831297) also having his Income Tax PAN - ACKPA0021B, son of Late Chhotelal Agarwal, presently residing at

Greenwood Sonata, Pent House - A, Floor 13 & 14, HIG-III, Action Area - IID, Biswa Bangla Sarani, Kolkata - 700 157, District - North 24 Parganas, West Bengal, India,

2. **Motiar Rahaman Mondal** (AADHAAR No.- 389030630444) having his Income Tax PAN - AELPM1151K, son of Rahamatulla Mondal, by nationality - Indian, by faith - Muslim, by occupation- Business, presently residing at Ambey Vista, Flat No. 4C, on Fourth Floor, Bangalakshmi Abasan, Dashodrone, Police Station - Baguiati, Post Office - R-Gopalpur, Kolkata- 700 136, District- North 24 Parganas, West Bengal, India,

hereinafter jointly called and referred to as the **Land Owners** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Director or Directors, successor-in-office, successor-in-interest, legal representatives and assigns) though their Constituted Attorney **Ambey Mata Projects LLP** of the **First Part**.

**And**

**Ambey Mata Projects LLP** (LLPIN - AAD-6409) having its Income Tax PAN - ABCFA8195P, a limited liability partnership firm constituted in accordance with the provisions of the Limited Liability Partnership Act., 2008, having its registered office at PSIXL, Unit No. 305, Third Floor, Biswa Bangla Sarani, Chinar Park, Post Office - R. Gopalpur, Police Station - Baguiati, Kolkata 700 136, represented by one of its Partners, **Mr. Dipak Kumar Agarwal** (DIN - 00570301), having his AADHAAR No. - 409082807090 and having his Income Tax PAN - ADIPA4263G, son of Sri Basudeo Prasad Agarwal, by nationality Indian, by faith Hindu, by occupation Business, presently residing at 54, Bangur Avenue, Block-B, Post Office - Bangur Avenue, Police Station- Lake Town, Kolkata-700 055, District - North 24 Parganas.

hereinafter called and referred to as the **Vendor/Developer** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Partner and/or Partners, successor-in-office, successor-in-interest) of the **Second Part**.

**And**

1. .... (AADHAAR No. - .....) having her Income Tax PAN - ....., son/wife of ....., by nationality Indian, by faith ....., by occupation ..... and
2. .... (AADHAAR No. - .....) having her Income Tax PAN - ....., son/wife of ....., by nationality Indian, by faith ....., by occupation .....,

both are presently residing at ....., Post Office - ....., Police Station - ....., Kolkata - ....., West Bengal, India,

hereinafter jointly called and referred to as the **Purchasers/ Allottees** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/ their respective heirs, executors, administrators, legal representatives and assigns) of the **Third Part**.

**Now this Agreement witnesses, records, governs and binds the contractual relationship among the parties as follows :**

1. **Subject Matter of Alloment :**

- 1.1. **Flat/Unit/Apartment :** All that residential flat vide Unit No. .... at the project named and styled as **Ambey Green**, a project of Ambey Group, together with undivided, proportionate, impartible share and/or interest in the land underneath the said construction and the details of the said flat is morefully and particularly dealt in under Part - I of the Third Schedule, hereinunder appearing.
- 1.2. **Right of use of Common Portions :** The common areas amenities and facilities to be provided in the said project by the developer to be enjoyed by the Allottees/ Purchasers as described under Fourth and Sixth Schedule hereinunder appearing.

1.3. **Definitions** : In this indenture the terms as used shall unless it be contrary and/or repugnant to the context be deemed to have the following meaning :-

- a) **Complex** : The project named as "Ambey Green" is a complex consisting of three residential blocks as developed by Ambey Group, through Ambey Mata Projects LLP, consisting of 36 (thirty six) nos. of self contained and complete flats/units/apartments on the land measuring 23 (twenty three) decimal in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi No. 174/179, R.S. & L.R. Dag Nos. 1020(P) and 1016(P) under R.S. Khatian Nos. 69 and 257, L.R. Khatian Nos. 2077 and 2078, Police Station - New Town (formerly Rajarhat) within the local limits of Jyangra Hatiara No. II Gram Panchayat, locally known as Jatragachi, Purbapara and within the jurisdiction of Additional District Sub Registrar Rajarhat (formerly under the Additional District Sub Registrar Bidhannagar Salt Lake City), District - North 24 Parganas morefully and particularly dealt in under First Schedule hereinunder appearing.
- b) **'New buildings'** shall mean several buildings and other structures to be constructed by the Developer from time to time at the project site.
- c) **'Building plans'** shall mean and include the one or more building permits and plans from time to time issued and sanctioned by the concerned authorities for construction of new building/s at project site or any part or portions thereof and shall include all modifications and/or alterations thereto made in terms hereof as also all extentions renewals and/or revalidations thereof, vide scanction dated 25.10.2017 from Rajarhat Panchayat Samity.
- d) **'Designated Building/s'** shall mean any of the several buildings proposed to be constructed at the project site in which specific amenities will be

incorporated for common users of all the flats/units/apartments owners/occupiers shall be finalised by the second party/parties at any time

- e) **Builder** : shall mean and include Ambey Mata Projects LLP, a limited liability partnership firm constituted in accordance with the provisions of the Limited Liability Partnership Act. 2008, having its registered office at PSIXL, Unit No. 305, Third Floor, Biswa Bangla Sarani, Chinar Park, Police Station - Baguiati, Kolkata 700 136, under the brand and banner of 'Ambey Group'.
- f) **'Project site'** shall mean the premises of the pieces or parcels of land hereditaments and premises described under First Schedule hereinunder subject to variations thereof as may be made by the second party/parties in its sole discretion and includes the subject property.
- g) **'Project'** shall mean and include the procurement and development of the project site in to a complex and transfer of the transferrable areas therein.
- h) **Title Deeds** : Shall mean and include the following documents :-

*In respect of R.S. & L.R. Plot Dag No. 1020*

- i) Deed of Conveyance, dated 24.03.1982, registered at Sub Registrar Cossipore, Dum Dum, copied in Book No. I, Volume No. 143, Pages Nos. 173 to 186, being Deed No. 2943 of 1982.
- ii) Deed of Conveyance, dated 16.08.1986, registered at Additional District Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. I, Volume No. 128, Pages Nos. 191 to 200, being Deed No. 6702 of 1986.

- iii) Bengali Saf Kobala, dated 24.03.1982, registered at Sub Registrar Cossipore, Dum Dum, copied in Book No. I, Volume No. 143, Pages Nos. 187 to 198, being Deed No. 2944 of 1982.
- iv) Bengali Saf Kobala, dated 04.10.1989, registered at Additional District Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. I, Volume No. 162, Pages Nos. 53 to 64, being Deed No. 7583 of 1989
- v) Deed of Conveyance, dated 14.11.2008, registered at Additional District Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. I, CD Volume No. 12, Pages Nos. 19065 to 19080, being Deed No. 13371 of 2008.
- vi) General Power of Attorney, dated 12.02.2011, registered at Additional Registrar of Assurances III, Kolkata copied in Book No. IV, CD Volume No. 1, Pages Nos. 8754 to 8766, being Deed No. 00727 of 2011.
- vii) Deed of Conveyance, dated 14.02.2012, registered at Additional District Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. I, CD Volume No. 3, Pages Nos. 3923 to 3944, being Deed No. 01714 of 2012.
- viii) Deed of Conveyance, dated 14.02.2012, registered at Additional District Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. I, CD Volume No. 3, Pages Nos. 3945 to 3965, being Deed No. 01715 of 2012.

*In respect of R.S. & L.R. Plot Dag No. 1016*

- vi) Bengali Saf Kobala, dated 13.06.1986, registered at Additional District Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. I, Volume No. 88, Pages Nos. 333 to 338, being Deed No. 4605 of 1986.
- vi) Bengali Saf Kobala, dated 30.05.1986, registered at Additional District Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. I, Volume No. 78, Pages Nos. 279 to 286, being Deed No. 4094

- vii) Bengali Saf Kobala, dated 10.05.1989, registered at Additional District Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. I, Volume No. 80, Pages Nos. 369 to 376, being Deed No. 3783 of 1989.
- viii) Bengali Saf Kobala, dated 05.08.1996, registered at Additional District Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. I, Volume No. 68, Pages Nos. 345 to 354, being Deed No. 3008 of 1996.
- ix) Deed of Conveyance, dated 05.02.2013, registered at Additional District Sub Registrar Rajarhat, copied in Book No. I, CD Volume No. 2, Pages Nos. 11156 to 11176, being Deed No. 01315 of 2013.
- x) Deed of Conveyance, dated 11.03.2013, registered at Additional District Sub Registrar Rajarhat, copied in Book No. I, CD Volume No. 5, Pages Nos. 12263 to 12288, being Deed No. 03551 of 2013.
- xi) Deed of Conveyance, dated 28.03.2017, registered at Additional District Sub Registrar Rajarhat, copied in Book No. I, Volume No. 1523-2017, Pages Nos. 74622 to 74662, being Deed No. 152302499 of 2017.
- xii) Development Agreement, dated 26.03.2018, registered at Additional District Sub Registrar Rajarhat, copied in Book No. I, Volume No. 1523-2018, Pages Nos. 137929 to 138002, being Deed No. 152303789 of 2018.
- xiii) Development Power of Attorney, dated .....03.2018, registered at Additional District Sub Registrar Rajarhat, copied in Book No. I, Volume No. ...., Pages Nos. .... to ....., being Deed No. .... of 2018.

- i) **Co-owner** shall according to its context mean the Purchasers/Allottees and all other persons who would own units/flats/apartments in the said project named and styled as "Ambey Green".
- j) **Common expenses** shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose which will be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed by the respective transferee to the Maintenance-in-charge.
- k) **Common portions** shall mean such parts, portions and areas in the project site, which the second party/parties identifies or earmarks for the time being to be for common use by all or any one or more of the transferees or any other person in common with the parties hereto and include any variations or relocations thereof as may be made by the second party/parties therein or thereto from time to time.
- l) **Common purpose** shall mean and include the purpose of managing, maintaining and up keeping the Complex as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

- m) **Parking spaces** shall mean and include open common and common covered parking spaces designated in the premises on the Ground Floor for parking of medium size motor cars.
- n) **Plan** shall mean and include sanctioned building plan duly sanctioned by Jyangra Hatiara No. II Gram Panchayat under Rajarhat Panchayat Samity after the technical vetting of North 24 Parganas Zilla Parishad, dated 25.10.2017, including its ammendments revisions, modifications and/or revalidations.
- o) **Purchaser/Allottee** shall mean and include :-
  - i) In case the ***purchaser is an individual***, the term or expression "Purchaser" shall mean and include his/her/their successors, executors, administrators, legal representatives and/or assigns;
  - ii) In case the ***purchaser is a partnership firm***, the term or expression "Purchaser" shall mean and include the partners of such partnership firm and their respective heirs, executors, administrators, successors, legal representatives and/or assigns.
  - iii) In case the ***purchaser is a Limited Company*** and/or **Private Limited Company** the term and/or expression "Purchaser" shall mean and include such company and its successor-in-office or successor-in-interest and/or assigns.
  - iv) In case the ***purchaser is a trust***, the term or expression "Purchaser" shall mean and include the Trustee or Trustees for the time being of such Trust and its successor or successors in office and/or assigns.

- v) In case the ***purchaser is a Karta representing the Hindu Undivided Family***, the expression or term "Purchaser" shall mean and include the Karta and/or members for the time being of such Hindu Undivided Family (H.U.F.) and their respective heirs, executors, successors, administrators, legal representatives and/or assigns.
- k) **General terms and conditions (GTC)** shall mean and include a consolidated general terms and conditions consisting of 28 (twenty eight) nos. of specific clauses for the said proposed project only, duly signed understood and/or acknowledged the same by the Purchasers/Allottees herein.
- l) **Complex Maintenance Body (CMB)** shall mean and include a body to be formed/constituted mutually by the apartment owners for maintenance and management of shared common portions and facilities including the shared common areas and facilities of the complex.
- m) **'Units/Flats/Apartments'** shall mean and include
  - i) Residential units shall mean and include the flat/apartments for residential use in any building at the project site.
  - ii) Non residential units shall mean and include office spaces, shops, constructed/covered spaces for use as commercial, assembly, educational, mercantile or any other use other than residential.
- n) **Said unit** shall mean and include residential Flat/ Unit/Apartment with or without car parking space and/or spaces allotted to the Purchasers/Allottees of the building/s and shall also include undivided, proportionate, impartible share and/or interest in the

land underneath the building with right to use the common area and/or amenities provided by the Developer in common with other co-flat/unit/apartment owners.

o) **Undivided, proportionate share and/or interest** shall mean and include undivided, proportionate, impartible share and/or interest in the land underneath the building in the plot appertaining to the said unit/s and/or the property(ies) hereby booked/allotted as the case be.

p) **Land Owners** shall mean and include :-

i) **M/s. Simplex Properties & Trading Pvt. Ltd.** (CIN - U70109WB1981PTC034402) having its Income Tax PAN - AADCS8600C, a private limited company incorporated in accordance with the provisions of the Companies Act., 1956, having its registered office at Eden House, 15 Gangadhar Babu Lane, 3rd Floor, Room No. 306, Post Office - Bowbazar, Police Station - Bowbazar, Kolkata-700 012, represented by one of its Director, **Raj Kumar Agarwal** (DIN - 00568762), having his AADHAAR No. - 928217831297) also having his Income Tax PAN - ACKPA0021B, son of Late Chhotelal Agarwal, presently residing at Greenwood Sonata, Pent House - A, Floor 13 & 14, HIG-III, Action Area - IID, Biswa Bangla Sarani, Kolkata - 700 157, District - North 24 Parganas, West Bengal, India,

ii) **Motiar Rahaman Mondal** (AADHAAR No. - 389030630444 ) having his Income Tax PAN - AELPM1151K, son of Rahamatulla Mondal, by nationality - Indian, by faith - Muslim, by occupation- Business, presently residing at Ambey Vista, Flat No. 4C, on Fourth Floor, Bangalakshmi Abasan, Dashodrone, Police Station - Baguiati, Post Office - R-Gopalpur, Kolkata- 700 136, District- North 24 Parganas, West Bengal, India,

- q) **'Subject property'** shall mean and include the project site together with all easements and appurtenances thereof and all developments thereat, excluding the allocation/entitlement of the first party/parties in respect of the first party's/parties', allocation.
- r) **'Transfer'** with its grammatical variation shall include transfer by sale, lease, or any other means adopted by the allottee of such individual allocation.
- s) **'Transferrable areas'** shall mean and include units/flats/apartments, commercial spaces, covered and open car parking spaces, open and covered spaces at the project site land, all other areas, portions or shares comprised in or portion of the project site capable of being transferred independently or by being added to the area of any unit/flat/apartment to any unit or otherwise.
- t) **'Phases'** with their grammatical variations shall mean the different phases in which the development of the project site shall be carried out in terms hereof.
- u) **'Transferrees'** shall mean and include all persons to whom any transferrable areas are transferred or agreed to be done.
- v) **'Net Revenue'** shall mean and include the sum of money receivable as basic unit price and car parking charges.

If there remains any unsold stock (in the form of residential flats/apartments/units/car parking spaces - both open and covered) the developer shall have every liberty to takeover the said unsold stock on the basis of average sale price of the residential flats/apartments/units and car parking spaces to pay to the landowners against such takeover, as per agreed ratio within 6 (six) months after such takeover proceedings.

- w) **'Advocates'** - shall mean Subir Kumar Seal & Associates, Advocates, P-106, Bangur Avenue, Block - C, Police Station - Lake Town, Kolkata - 700 055, Manish Apartment, Ground Floor.
- x) **'Architect'** - shall mean such person or persons who may be appointed by the Developer as the Architect for the Complex.
- y) **'Construction Costs'** - shall mean and include all fees, remuneration payable to the Architects, structural Engineers, Consultants and Contractors, fees and deposits payable for obtaining necessary permissions of the buildings plans, drainage connection, electric connection etc., costs of procuring all building materials, fixtures and equipments required for construction of the buildings, salaries and wages payable to all the employees and workers appointed for supervision and construction of the buildings and all other expenses incurred for construction and completion of the project at the said Land and/or incidental thereto.
- z) **'Common Areas, Facilities and Amenities'** - shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, roofs of the buildings excluding the signage spaces to be reserved for and use by the Developer, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, Fire Fighting systems and other facilities in the Complex, which may be decided by the Developer in its absolute discretion and provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Complex.
- aa) **'Completion Notice'** - shall mean the notice issued by the Developer to purchasers/allottees after certificate of completion is received from the Architect.

- bb) **'Date of Commencement of Liability'** – shall mean the date next after expiry of the Completion Notice irrespective of whether intending purchasers take actual physical possession or not.

#### 1.4. Interpretation

- i) **'Party/Parties'** : in this agreement, any reference to a party/parties is to a party/parties to this agreement.
- ii) **'Article, Clause'** : In this agreement any reference to an Article or Clause form part of and are deemed to be incorporated in this agreement.
- iii) **'Singular'** shall mean the plural and vice versa.
- iv) **'Masculine'** shall include feminine and vice versa.
- v) **Force Majeure** shall mean and include all types of natural calamities such as act of God, flood, tidalwaves, earthquakes, riot, war, storm, tempest, fire, civil commotion, civil war, air raid, strikes, lockout, transport strike, notice or prohibitory order from local municipality/panchayet/corporation or any other statutory body and/or bodies or any Court or Government regulation, laws or policies affecting changes in the municipal order or other rules or likely to affect the entire project or any part of the project, shortage of the essential commodities or any legal complications under any circumstances beyond the control of the Land Owners and Vendor/Developer herein.

**Devolution of Title :-****Part - I****In respect of R.S. & L.R. Plot Dag No. 1020****Whereas :**

1. One Sri Vivekananda Mitra, son of Late Manindra Nath Mitra of 7, Baghjola Camp, Ashwini Nagar, Police Station - Rajarhat, District - North 24 Parganas, by virtue of two nos. of Bengali Saf Kobalas was seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of demarcated Sali land hereditaments admeasuring an area of 8 (eight) decimal be the same a little more or less along with other lands in other Plot Dag Nos. comprised in C.S. Plot Dag No. 847 corresponding to R.S. & L.R. Plot Dag No. 1020 C.S. Khatian No. 223 corresponding to R.S. Khatian No.69 in L.R. Khatian Nos. 508, 406/1, 652, 476, 1002 in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi No. 174/179. Police Station - the then Rajarhat, within the local limits of Jyangra Hatiara No. II Gram Panchayat and within the jurisdiction of the then Additional District Sub Registrar Bidhannagar, Salt Lake City, District - North 24 Parganas. The details of the deeds through which the said Vivekananda Mitra acquired the land above said are given below :-
  - i) Deed No. 2943/1982, dated 24.03.1982, copied in Book No. - I, Volume No. 143, Pages Nos. 173 to 186, registered before Sub Registrar Cossipore, Dum Dum [area purchased - 4.50 (four point five zero) decimal in R.S & L.R. Plot Dag No. 1020].
  - ii) Deed No. 6702/1986, dated 16.08.1986, copied in Book No. - I, Volume No. 128, Pages Nos. 191 to 200, registered before Additional District Sub Registrar Bidhannagar, Salt Lake City [ area purchased - 3.50 (three point five zero) decimal in R.S. & L.R. Plot Dag No. 1020.
2. One Dipankar Mitra, son of Late Manindra Nath Mitra of 7, Baghjola Camp, Adibashi Nagar, Police Station - Rajarhat, District - North 24 Parganas by virtue of a Bengali Saf Kobala was seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of Sali

land hereditaments admeasuring an area of 10.5 (ten point five) decimal be the same a little more or less comprised in C.S. Plot Dag No. 847 corresponding to R.S. & L.R. Plot Dag No. 1020 in C.S. Khatian No. 223 in R.S. Khatian No. 69 in L.R. Khatian Nos.190 & 422/1, Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi No. 174/179, Police Station - the then Rajarhat, within the local limits of Jyangra Hatiara No. II Gram Panchayat and within the jurisdiction of the then Additional District Sub Registrar Bidhannagar, Salt Lake City, District - North 24 Parganas, the details of the deed through which the said Dipankar Mitra, acquired his right, title and interest over the abovesaid property is as follows :

\* Deed No. 2944, dated 24.03.1982, copied in Book No. - I, Volume No. 143, Pages Nos. 187 to 198, registered at Sub Registrar Cossipore, Dum Dum.

3. While the said Vivekananda Mitra and Dipankar Mitra were jointly seized, possessing and enjoying the land as aforesaid, the said Vivekananda Mitra jointly with the said Dipankar Mitra, the Vendors therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that entire Sali land measuring 17.5 (seventeen point five) decimal, to one Sri Ram Krishna Das, Sri Giridhari Das, both sons of Sri Priyonath Das of 203, Swamiji Sarani, Basak Bagan, Police Station - Lake Town, Kolkata - 700 048, jointly with Sri Chandan Kumar Mishra, son of Sri Baneswar Mishra of Village & Post Office - Kurpai, Police Station - Tamluk, District - East Medinipur, collectively the Purchasers therein of the other part, at a valuable consideration mentioned therein and the said Bengali Saf Kobala was registered at the office of Additional District Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. - I, Volume No. 162, Pages Nos. 53 to 64, being Deed No. 7583 for the year 1989 and simultaneously with the execution of the said Saf Kobala the said Ramkrishna Das and two others became the absolute owners of the abovesaid land measuring 17.5 (seventeen point five)

4. That by virtue of a Deed of Conveyance, dated 14.11.2008 the said Sri Giridhari Das, son of Sri Priya Nath Das the Vendor therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that his undivided  $\frac{1}{3}$ rd {over the abovesaid land of 17.50 (seventeen point five zero) decimal} land measuring 3 (three) Cuttah 8 (eight) Chittack 30 (thirty) Sq.ft. which is equivalent to 5.833 (five point eight three three) decimal be the same a little more or less comprised in C.S. Plot Dag No. 847 corresponding to R.S. Plot Dag No. 1020 in C.S. Khatian No. 223 in R.S. Khatian No. 69 corresponding to L.R. Khatian Nos.508, 406/1, 652, 476, 1002, 190 & 422/1 in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi No. 174/179, Police Station - the then Rajarhat, within the local limits of Jyangra Hatiara No. II Gram Panchayat and within the jurisdiction of the then Additional District Sub Registrar Bidhannagar, Salt Lake City, District - North 24 Parganas, to one Sri Amal Krishna Das, son of Sri Radha Krishna Das of Jatragachi, Post Office - Ghuni, Police Station - New Town, the Purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered at Additional District Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. - I, CD Volume No. 12, Pages Nos. 19065 to 19080, being Deed No. 13371 for the year 2008.
5. While the said Ramkrishna Das and Sri Chandan Kumar Mishra jointly seized and possessed of and were enjoying their remaining undivided  $\frac{2}{3}$ rd share of the entire land of 17.5 (seventeen point five) decimal i.e. 11.67 (eleven point six seven) decimal the said Amal Krishna Das who acquired the land measuring 5.8333 (five point eight three three three) decimal by way of purchase had duly mutated their respective names during the course of L.R. Settlement Zarip, vide L.R. Khatian No. 1547, 1548, 1407 and were paying khajna thereof regularly as the recorded

Rayats and they have also converted the existing nature of land from 'Sali' to 'Bastu' in respect of R.S. & L.R. Plot Dag No. 1020 from the office of Block Land & Land Revenue Office Rajarhat, vide conversion Case Nos. 966/BL/RAJ/12, 967/BL/RAJ/12 and 965/BL/RAJ/12, respectively all dated 23.05.2012.

6. And whereas that by virtue of a General Power of Attorney, dated 12.02.2011 the said Sri Ram Krishna Das and Sri Chandan Kumar Mishra, jointly the Principals therein duly nominated, constituted and appointed the said Sri Radha Krishna Das, son of Late Priya Nath Das and father of Amal Krishna Das as their true and lawful Attorney, empowering him to execute Indenture of Conveyance on their behalf in respect of their undivided 2/3<sup>rd</sup> share of land as abovestated and the said General Power of Attorney was registered at Additional Registrar of Assurances-III, Kolkata and the same was copied in Book No. - IV, CD Volume No. 1, Pages Nos. 8754 to 8766, being Deed No. 00727 for the year 2011.
7. And whereas that by virtue of a Deed of Conveyance, dated 14.02.2012 the said Sri Ram Krishna Das and Sri Chandan Kumar Mishra, jointly the Vendors therein of the one part, represented through their Common Constituted Attorney namely Sri Radha Krishna Das the vendors therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that their demarcated Bastu land measuring 5 (five) Cuttah 13 (thirteen) Chittack and 24 (twenty four) Sq.ft. which is equivalent to 9.6457 (nine point six four five seven) decimal out of their 2/3<sup>rd</sup> share over the land of 17.5 (seventeen point five) decimal together with 600 (six hundred) Sq.ft. asbestos shed structure erected thereon being Scheme Plot Nos. B and C comprised in C.S. Plot Dag No. 847 corresponding to R.S. Plot Dag No. 1020 in C.S. Khatian No. 223 in R.S. Khatian No. 69 corresponding to L.R. Khatian Nos. 1547 and 1548 in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi No. 174/

179, Police Station - the then Rajarhat, within the local limits of Jyangra Hatiara No. II Gram Panchayat and within the jurisdiction of the then Additional District Sub Registrar Bidhannagar, Salt Lake City, District - North 24 Parganas, to one M/s. Panchdev Construction Pvt. Ltd. represented by one of its Directors Mr. Panchdev Kumar Shaw, the Purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered at Additional District Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. - I, CD Volume No. 3, Pages - Nos. 3923 to 3944, being Deed No. 01714 for the year 2012.

8. And whereas that by virtue of another Deed of Conveyance, dated 14.02.2012, the said Sri Amal Krishna Das the Vendor therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that piece and parcel of Bastu land admeasuring an area of 3 (three) Cuttah 7 (seven) Chittack and 30 (thirteen) Sq.ft. which equivalent to 5.7406 (five point seven four zero six) decimal together with 300 (three hundred) Sq.ft. asbestos shed structure erected thereon, being Scheme Plot No. A, out of 5.8333 (five point eight three three three) decimal comprised in C.S. Plot Dag No. 847 corresponding to R.S. Plot Dag No. 1020 in C.S. Khatian No. 223 in R.S. Khatian No. 69 L.R. Khatian No. 1407 in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi No. 174/179, Police Station - the then Rajarhat, within the local limits of Jyangra Hatiara No. II Gram Panchayat and within the jurisdiction of the then Additional District Sub Registrar Bidhannagar, Salt Lake City, District - North 24 Parganas, to the said M/s. Panchdev Construction Pvt. Ltd. represented through one of its Directors Sri Panchdev Kumar Shaw the Purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of

Conveyance was registered at Additional District Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. - I, CD Volume No. 3, Pages Nos. 3945 to 3965, being Deed No. 01715 for the year 2012.

9. And whereas thus by virtue of the aforesaid two nos. of purchase deeds, vide Nos. 01714/2012 and 01715/2012 the said M/s. Panchdev Construction Pvt. Ltd. was seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of Bastu land measuring 9 (nine) Cuttah 5 (five) Chittack and 9 (nine) Sq.ft. which is equivalent to 15.386 (fifteen point three eight six) decimal comprised in C.S. Plot Dag No. 847 corresponding to R.S. & L.R. Dag No. 1020 in C.S. Khatian No. 223 corresponding to R.S. Khatian No. 69 in L.R. Khatian Nos. 1547, 1548, 1407 in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi No. 174/179, Police Station - New Town (formerly Rajarhat), within the local limits of Jyangra Hatiara No. II Gram Panchayat and within the jurisdiction of then Additional District Sub Registrar Rajarhat (formerly Additional District Sub Registrar Bidhannagar, Salt Lake City), District - North 24 Parganas.
10. And whereas while the said M/s. Panchdev Construction Pvt. Ltd. was seized, possessing and enjoying the aforesaid land measuring 9 (nine) Cuttah 5 (five) Chittack and 9 (nine) Sq.ft. which is equivalent to 15.386 (fifteen point three eight six) decimal duly mutated its name in the records of Block Land & Land Revenue Office Rajarhat, District - 24 Parganas (North), in respect of R.S. & L.R. Plot Dag No. 1020 during the course of L.R. Settlement Zarip, vide L.R. Khatian No. 1437 and since then was paying Khajna thereof regularly as the recorded Rayats.

**Part - II (Consisting of Part - A and Part - B)**

**In respect of R.S. & L.R. Plot Dag No. 1016**

**Part - A**

**And whereas :**

1. One Sankar Banerjee by virtue of a Deed of Conveyance/ Bengali Saf Kobala, dated 21.11.1983, being Deed No. 11159 for the year 1983 registered before Sub Registrar Cossipore, Dum Dum, acquired a land measuring 4 (four) Cuttah which is equivalent to 6.6 (six point six) decimal comprised in R.S. Khatian No. 257, R.S. & L.R. Plot Dag No. 1016 in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi No. 174/179, Police Station the then Rajarhat within the local limits of Jyangra Hatiara No. II, Gram Panchayat, within the jurisdiction of Additional District Sub Registrar Bidhannagar, Salt Lake City, District - 24 Parganas.
2. While the said Sankar Banerjee the vendor therein was seized, possessing and enjoying the aforesaid land measuring 6.6 (six point six) decimal had indefeasibly sold, conveyed, transferred, released and parted all that piece and parcel of demarcated Sali Land admeasuring an area of 3.33 (three point three three) decimal out of his 6.6 (six point six) decimal comprised in R.S. Khatian No. 257, R.S. & L.R. Plot Dag No. 1016 in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi No. 174/179, Police Station New Town (formerly Rajarhat) within the local limits of Jyangra Hatiara No. II, Gram Panchayat, within the jurisdiction of Additional District Sub Registrar Bidhannagar Salt Lake City, District - 24 Parganas, to one Manoranjan Das son of Late Bisnupada Das by a Bengali Saf Kobala dated 13.06.1986, registered before Additional District Sub Registrar Bidhannagar Salt Lake City which was copied in Book No. I, Volume No. 88, Pages Nos. 333 to 338, being Deed No. 4605 for the year 1986.

3. That by virtue of another Saf Kobala dated 30.05.1986 the said Sri Sankar Banerjee the vendor therein of the one part had indefeasibly sold, conveyed, transferred released and parted all that piece and parcel of remaining Sali land measuring 3.33 (three point three three) decimal in R.S. & L.R. Dag No. 1016 in R.S. Khatian No. 257, Mouza – Jatragachi J.L. No. 24, Re. Su. No. 195, Touzi No. 174/179, Police Station Rajarhat within the local limits of Jyangra Hatiara No. II, Gram Panchayat, within the jurisdiction of Additional District Sub Registrar Bidhannagar, Salt Lake City, District - 24 Parganas to one Rekha Bala Das wife of Kashinath Das the purchaser therein of the other part, at a valuable consideration mentioned therein and the said Saf Kobala was registered at Additional District Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. I, Volume No. 78, Pages Nos. 279 to 286 being Deed No. 4094 for the year 1986.
4. That by virtue of the aforesaid two numbers of purchase deeds vide nos. 4605/1986 and 4094/1986 the said Shri Manoranjan Das and Smt. Rekha Bala Das jointly became the absolute joint owners of the land measuring 4 (four) Cuttah which is equivalent to 6.60 (six point six zero) decimal, comprised in R.S. & L.R. Plot Dag No. 1016, R.S. Khatian No. 257 in Mouza - Jatragachi, J.L. No. 24, District North 24 Parganas.
5. While the aforesaid Manoranjan Das along with Rekha Bala Das were jointly seized possessed and enjoying the aforesaid demarcated land admeasuring an area of 4 (four) Cuttah had indefeasibly sold, conveyed, transferred, released and parted all that demarcated land to one Smt. Chabi Basak, wife of Susanta Kumar Basak, the purchaser therein of the other part at a valuable consideration mentioned therein by virtue of a Bengali Saf Kobala dated 10.05.1989 and the said Bengali Saf Kobala was registered at the office of Additional District Sub Registrar Bidhannagar, Salt Lake City, and same was copied in Book No. I, Volume No. 80, Pages Nos. 369 to 376 being Deed no.3783 for the year 1989.

6. While being and in peaceful possession of the aforesaid property the said Smt. Chabi Basak the vendor therein of the one part had indefeasibly sold, transferred and conveyed the demarcated Sali land admeasuring an area of 6.60 (six point six zero) decimal in R.S. Dag No. 1016, under R.S. Khatian No. 257, lying and situated at Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi No. 174/179, Police Station New Town (formerly Rajarhat) within the local limits of Jyangra Hatiara No. II, Gram Panchayat, within the jurisdiction of the then Additional District Sub Registrar Bidhannagar, Salt Lake City, District - North 24 Parganas to one Shanti Bala Sarkar wife of Late Naresh Sarkar and one Smt. Bindu Das @ Kabita Das wife of Sri Swapan Das, jointly the purchasers therein of the other part, at a valuable consideration mentioned therein and the said Bengali Saf Kobala was registered at Additional District Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. I, Volume No. 68, Pages Nos. 345 to 354, being Deed No. 3008 for the year 1996.
7. That upon purchasing the aforesaid land the said Smt. Santi Bala Sarkar and Smt. Bindu Das @ Kabita Das duly mutated their respective names in the records of B.L. & L.R.O. Rajarhat North 24 Parganas, during the course of L.R. settlement zarip vide L.R. Khatian Nos. 1598 and 1599 and since then were paying Khajna thereof regularly as the recorded Rayats.
8. That by virtue of a Deed of Conveyance, dated 05.02.2013 the said Shanti Bala Sarkar and Smt. Bindu Das @ Kabita Das jointly the Vendors therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that piece and parcel of demarcated Sali land admeasuring an area of 4.60 (four point six zero) decimal out of their acquired property of 6.6 (six point six) decimal comprised in R.S. Dag No. 1016, under R.S. Khatian No. 257, corresponding to L.R. Khatian Nos. 1598 and 1599 lying and situated at Mouza - Jatragachi, J.L. No. 24, Re.Su. No. 195, Touzi No. 174/179, Police Station - New Town

(formerly Rajarhat) within the local limits of Jyangra Hatiara No. II, Gram Panchayat, within the jurisdiction of Additional District Sub Registrar Rajarhat (formerly Additional District Sub Registrar Bidhannagar, Salt Lake City), District - North 24 Parganas to the said M/s Panchdev Construction Pvt. Ltd. the purchaser therein of the other part at a valuable consideration mentioned therein and the said Deed of Conveyance was registered before Additional District Sub Registrar Rajarhat, copied in Book No. - I, CD Volume No. 2, Pages Nos. 11156 to 11176, being Deed No. 01315 for the year 2013.

9. Thus by virtue of the aforesaid recital herein above stated, the said Panchdev Construction Pvt. Ltd. is seized and possessed of and/or otherwise well and sufficiently entitled all that piece and parcel of demarcated Sali land measuring 4.60 (four point six zero) decimal be the same a little more or less comprised in R.S. & L.R. Plot Dag No. 1016, under R.S. Khatian No. 257 in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi No. 174/179, Police Station - New Town (formerly Rajarhat) within the local limits of Jyangra Hatiara No. II, Gram Panchayat, within the jurisdiction of Additional District Sub Registrar Rajarhat Bidhannagar, Salt Lake City), District - North 24 Parganas.

**Part - B**

1. And whereas one Bishnupada Mondal, since deceased, son of Late Adhar Mondal @ Adhar Chandra Mondal was seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of Sali land measuring an area of 10 (ten) decimal in 2500 share out of 40 (forty) decimal comprised in R.S. & L.R. Dag No. 1016 under L.R. Khatian No. 620 lying and situated at Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi No. 174/179, Police Station - New Town (formerly Rajarhat) within the local limits of Jyangra Hatiara No. II Gram Panchayat and within the jurisdiction of Additional District Sub Registrar Rajarhat (formerly Additional District Sub Registrar Bidhannagar, Salt Lake City), District - North 24 Parganas.

2. And whereas that the said Bishnu Pada Mondal, who was a Hindu inhabitant during his lifetime and was governed by Dayabhaga School of Hindu Law, died intestate, on 07.10.1998 leaving behind him surviving his five sons namely Jatindra Nath Mondal, Jiban Chandra Mondal, Paresh Chandra Mondal, Puratan Mondal and Debdas Mondal since deceased as his sole legal heirs and successors to succeed and inherit all the estates and properties left by the said Bishnu Pada Mondal, since deceased, in accordance with the provision of Hindu Succession Act. 1956, including all that land measuring 10 (ten) decimal in Mouza - Jatragachi, J.L. No. 24, Re.Su. No. 195, Touzi No. 174/179, in R.S. & L.R. Dag No. 1016 in L.R. Khatian 620, District North 24 Parganas, in equal share.
3. And whereas while being in peaceful possession of his undivided 1/5th share i.e. 2 (two) decimal over the aforesaid property measuring 10 (ten) decimal with the other co-sharers the said Debdas Mondal (being one of the sons of Late Bishnupada Mondal) also died intestate on 28.02.2011, leaving behind him surviving his widow, two sons and three daughters as his sole legal heirs heiresses and successors to succeed and inherit all that 1/5th share of land of 10 (ten) decimal comprised in R.S. & L.R. Plot Dag No. 1016 in L.R. Khatian 620 in Mouza - Jatragachi, J.L. No. 24. The name of the said legal heirs, heiresses of Debdas Mondal, since deceased are given below :-

SI No.	Name of the heirs and heiresses	Relation with deceased	Area inherited (in deci.)
1.	Menoka Mondal	wife	0.33
2.	Pradip Mondal	son	0.33
3.	Nemai Mondal	son	0.33
4.	Sikha Naskar (wife of Bishwajit Naskar)	daughter	0.33

- |    |  |          |      |
|----|--|----------|------|
| 5. | Shila Mondal<br>(wife of Shymal Mondal)  | daughter | 0.33 |
| 6. | Sima Mondal<br>(wife of Shimanta Mondal) | daughter | 0.33 |
4. Thus by the operation of the Hindu Succession Act 1956 and Dayabhaga School of Hindu Law the said Sri Jatindra Nath Mondal, Sri Jiban Chandra Mondal, Sri Paresh Chandra Mondal, Sri Puratan Mondal, Smt. Menoka Mondal, Sri Pradip Mondal, Sri Nema Mondal, Smt. Sikha Naskar, Smt. Shila Mondal and Smt Sima Mondal were collectively became the owners of all that piece and parcel of land admeasuring an area of 10 (ten) decimal in 2500 shares out of 40 (forty) decimal comprised in R.S. & L.R. Plot Dag No.1016 in L.R. Khatian No. 620, in Mouza - Jatragachi, J.L. No. 24, Re.Su. 195, Touzi No. 174/179, Police Station - New Town (formerly Rajarhat) within the local limits of Jyangra Hatiara No. II Gram Panchayat, within the jurisdiction of Additional District Sub Registrar Rajarhat Bidhannagar, Salt Lake City, District - North 24 Parganas.
5. That by virtue of a Deed of Conveyance, dated 11<sup>th</sup> day of March, 2013, the said Jatindra Nath Mondal and nine others as aboved named collectively the vendors therein of the one part, had indifeasibly sold, conveyed, transferred, released and parted all that piece and parcel of demarcated Sali land measuring an area of 1 (one) Cuttah 3 (three) Chittack 20 (twenty) Sq.ft. which is equivalent to 2 (two) decimal be the same a little more or less out of 10 (ten) decimal out of the total land of 40 (forty) decimals, comprising in R.S. & L.R. Plot Dag No. 1016, under L.R. Khatian No. 620 (recorded in the name of Bishnupada Mondal) in Mouza - Jatragachi, J.L. No. 24 Re.Su. No. 195, Touzi No. 174/179, Police Station - New Town within the local limits of Jyangra Hatiara No. II Gram Panchayat, within the jurisdiction of Additional District Sub Registrar Rajarhat Bidhannagar Salt Lake City) District - North 24 Parganas to the said M/s Panchdev Construction Pvt. Ltd. represented by one of its Director Sri Panchdev Kumar

Shaw the purchaser therein of the other part at a valuable consideration mentioned therein and the said Deed of Conveyance dated 11.03.2013 was registered at Additional District Sub Registrar Rajarhat, Book - I, CD Volume No. - 5, Pages Nos. 12263 to 12288, being Deed No. 03551 for the year 2013.

6. While the said M/s Panchdev Construction Pvt. Ltd. was seized possessing and enjoying the aforesaid demarcated land, had duly mutated its name in the records of B.L. & L.R.O. Rajarhat, North 24 Parganas, vide L.R. Khatian No. 1961 and since then was paying khajna thereof regularly as the recorded Rayats.
7. That the said Panchdev Construction Pvt. Ltd. duly converted the existing nature/classification of land in respect of R.S. & L.R. Plot Dag No. 1016 measuring 6.60 (six point six zero) decimal rounded off to 7 (seven) decimal from 'Sali' to 'Bastu' (Housing complex) from the office of the B.L. & L.R.O. Rajarhat, North 24 Parganas, vide conversion case no. 361/BL/RAJ/14, dated 30.10.2014.
8. Thus by virtue of the recital hereinabove stated under Part I and Part II, (A and B) the said Panchdev Construction Pvt. Ltd. of 171, Sector A, Metropolitan Co-Operative Housing Society Ltd. Post Office Tangra, Police Station – Pragati Maidan, Kolkata – 700 105, was seized and possessed of and/or otherwise well and sufficiently entitled all that pieces and parcels of land hereditaments admeasuring an area of 23 (twenty three) decimal {out of which 16 decimal in R.S. & L.R. Dag No. 1020 in R.S. Khatian 69 in L.R. Khatian No. 1437 and balance 7 decimal in R.S. & L.R. Plot Dag No. 1016 in R.S. Khatian No. 257 in L.R. Khatian No. 1691} in Mouza – Jatragachi, J.L. No. 24, Re.Su. 195, Touzi No. 174/179 within the local limits of Jyangra Hatiara No. II Gram Panchayat and within the jurisdiction of Additional District Sub Registrar – Rajathat, District - North 24 Parganas.

9. The said Panchdev Construction Pvt. Ltd. duly constructed boundary wall butting the entire land up to 8' (eight) feet height and started enjoying the same peaceably without any interference from any corner whatsoever.
10. While seized possessing and enjoying the aforesaid land the by virtue of a Deed of conveyance the said Panchdev Construction Pvt. Ltd. the vendor therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that pieces and parcels of Bastu land measuring 23 (twenty three) decimal together with an asbestos shed structure standing thereon measuring 900 Sq.ft. in Mouza – Jatragachi, J.L. No. 24, Re.Su. No. 195, Touzi No. 174/179 comprised in R.S. & L.R. Plot Dag No. 1020 and 1016 in R.S. Khatian No. 69 and 257, corresponding to L.R. Khatian Nos.1437 and 1691 to one Simplex Properties & Trading Pvt. Ltd of Eden House, 15 Gangadhar Babu Lane, 3rd floor, Room No. 306, Post Office and Police Station – Bowbazar, Kolkata – 700 012, jointly with one Motiar Rahaman Mondal, son of Rahamatulla Mondal of Dashodrone, Police Station – Rajarhat Gopalpur, Kolkata – 700 136, jointly the purchasers therein of the other part a valuable consideration mentioned therein of the other part at and the said Deed of Conveyance was registered before Additional District Sub Registrar Rajarhat, North 24 Parganas, copied in Book No. I, Volume No. 1523-2017, pages Nos. 74622 to 74662, being Deed No. 152302499 for the year 2017.
11. The said M/s Simplex Properties & Trading Pvt. Ltd. and the said Motiar Rahaman Mondal (the land owners) duly mutated their respective names in respect of the aforesaid land in the records of B.L. & L.R.O. Rajarhat during the course of of L.R. settlement zarip vide L.R. Khatian Nos. 2077 and 2078 respectively and since then are paying Khajna thereof regularly as the recorded Rayats.
12. That the land owners herein have jointly decided to commercially exploit the aforesaid land by constructing multistoried building and/or buildings on the said land upon obtaining sanctioned building plan from the competent

authority and for materializing the said programme duly deputed one Ambey Mata Projects LLP a Limited Liability Partnership firm incorporated in accordance with the provisions of the Limited Liability Partnership Act 2008, having its registered office at PSIXL, Unit No. 305, Third Floor, Biswa Bangla Sarani, Chinar Park, Police Station - Baguiati, Kolkata 700 136, by execution of a joint Development Agreement, on 26<sup>th</sup> day of March, 2018 registered before Additional District Sub Registrar Rajarhat, District North 24 Parganas, copied in Book No. I, Volume No. 1523-2018, Pages Nos. 137929 to 138002 being Deed No. 152303789 for the year 2018 (herein after for the sake brevity called and referred to as the registered Development Agreement/ Registered Construction Agreement) under certain terms and conditions interalia intensely stated therein.

13. Pursuant to the aforesaid Development Agreement/ Construction Agreement a Development Power of Attorney has been executed by the landowners whereby and wherein the land owners have duly nominated constituted and appointed the said Ambey Mata Projects LLP as their true and lawful attorney and the said Development Power of Attorney was also registered before Additional District Sub Registrar Rajarhat, on ..... copied in Book No. – I, Volume No. ....Pages No. .... to ..... being Deed No. ....for the year 2018 (herein after for the sake of brevity called and referred to as the registered Development Power of Attorney) whereby and wherein the said Ambey Mata Projects LLP is sufficiently empowered to enter into Agreement for Sale as well as, to execute Deed of Conveyance in respect of the developers allocation and is also entitled do act and perform all necessary activities required to be performed for smooth development of the said proposed project and duly named the said project as “Ambey Green” forever.
14. The said Ambey Mata Projects LLP duly sketched a building plan for sanction by appointing a professional engineer and got it duly sanctioned from the Competent Authority of Jayangra

Hatiara No. II Gram Panchayat under Rajarhat Panchayat Samity on 25.10.2017 after the technical vetting of District Engineer, North 24 Parganas Zilla Parisad for a complex consisting of three blocks of ground plus four storied residential buildings.

**3. Bindings and contractual relationship by and between the parties :**

3.1. The Land Owners as well as the Vendor/Developer has agreed to sell and the Purchasers/Allottees has/have agreed to purchase All That 1 (one) flat/unit/apartment being **Flat No.** ..... on ..... **Floor**, admeasuring standard area of ..... (.....) **Sq.ft.** be the same a little more or less alongwith right to park one four seater medium size Car on **Ground Floor** in an independent covered/dependent covered/dependent open be the same a little more or less, in the New Building being constructed by the Vendor/Developer on the said plot of land lying and situate at and being comprised in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi No. 174/179, R.S. & L.R. Dag Nos. 1020 and 1016 under R.S. Khatian Nos. 69 and 257, L.R. Khatian Nos. 2077 and 2078, Police Station - New Town (formerly Rajarhat) within the local limits of Jyangra Hatiara No. II Gram Panchayat, locally known as Jatragachi, Purbapara and within the jurisdiction of Additional District Sub Registrar Rajarhat (formerly under Additional District Sub Registrar Bidhannagar Salt Lake City), District - North 24 Parganas at and for a total price of **Rs. ..../- (Rupees .....)** only plus applicable GST for **Flat No.** ..... on ..... **Floor** along with extras and deposits, morefully and particularly described under **Part - II** of the **Second Schedule** hereinunder appearing free from all

encumbrances but nevertheless subject to terms and conditions and covenants to be mentioned in the final Deed of Conveyance to be executed in favour of the Purchasers/ Allottees later on, upon receipt of full and final consideration along with exparts and deposits.

- 3.2. It shall be duty and responsibility of the Vendor/Developer to erect and complete the said Flat being **Flat No.** ..... on ..... **Floor and 1 (one) Independent/ Dependent/Open/Covered Car Parking Space on Ground Floor** in all respect using materials of Standard quality, hereinunder and deliver vacant possession thereof to the Purchaser/s immediately upon receipt of full price being full amount of consideration money of the said Unit, to be paid by the Purchasers/Allottees to the Vendor/Developer in the manner hereinafter mentioned in the payment Schedule and time in this regard shall be the essence of this Agreement provided the Developer/Confirming Party is not prevented from completing the construction work under any order of the Ld. Court or Jyangra Hatiara No. II Gram Panchayat or for any act, things, beyond the control of the Developer/Confirming Party.
- 3.3. The Land Owners as well as the Developer/Confirming Party has agreed to sell the said flat/unit/apartment and other common facilities attributable to the flat/unit/apartment owners, in the said project.
- 3.4. It shall be duty and responsibility of the Purchaser/s to make punctual payment of the full consideration money in the manner as follows :-
- (A) At the time of Booking the Flat the Purchaser/s has/ have already paid Rs. ..../- (Rupees .....) only, out of the total amount for the said flat and the details of such payment is shown under Memo of Consideration hereinunder appearing.
- (B) On Allotment/Agreement 20% of the total amount for the Flat i.e. Rs. ..../- (Rupees .....) only, minus the booking amount paid to the Vendor/Developer.

- (C) On casting of First Slab the Purchaser/s will pay 10% of the total cost of the Flat to the Vendor/Developer.
- (D) On casting of Second Slab the Purchaser/s will pay 10% of the total cost of the Flat to the Vendor/Developer.
- (E) On casting of Third Slab the Purchaser/s will pay 10% of the total cost of the Flat to the Vendor/Developer.
- (F) On casting of Fourth Slab the Purchaser/s will pay 10% of the total cost of the Flat to the Vendor/Developer.
- (H) On completion of brick work of the said unit/flat/apartment the Purchaser/s will pay 10% of the total cost of the Flat to the Vendor/Developer.
- (I) On completion of inside plaster, the Purchaser/s will pay 10% of the total cost of the Flat to the Vendor/Developer.
- (J) On completion of flooring of the said unit/flat/apartment the purchaser/s will pay 10% of total cost of the flat to the Vendor/Developer.
- (K) On handing over possession the Purchaser/s will pay the remaining part of the total cost of the flat being , 10% in full and final payment together with deposits and charges to the Vendor/Developer herein.
- (L) On happening of each event mentioned in Sl. Nos. A to K of the chart above, the Vendor/Developer shall give written notice to the Purchasers/Allottees (Payment Notice), quantifying the amount payable by the Purchasers/Allottees. Within 15 (fifteen) days of the date of the Payment Notice, the Purchasers/Allottees shall (unconditionally, without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, failing which the Purchasers/Allottees shall be deemed to be in default and the consequences mentioned in Clause

No. 9.1 hereinafter shall follow. The Purchasers/ Allottees covenants that the Purchasers/Allottees shall regularly and punctually make payment of the installments of the Net Price in the manner mentioned in the chart above and this Agreement is and shall be deemed to be sufficient notice to the Purchasers/ Allottees about the obligation to make payment. If payments are made by negotiable instruments, the same shall be made payable at Kolkata and favouring **“Ambey Mata Projects LLP A/c. Ambey Green”**.

- (M) Unless and until the last payment (payable at handing over possession) is made by the Purchasers/Allottees herein to the Vendor/Developer herein, the allotment through this document will remain a provisional one.
- (N) Possession will be handed over within 24 (twenty four) months from the date of execution of these presents upon receipt of the consideration money in full and final along with exacts and deposits, by the Vendor/ Developer.

### 3.5 Extras and Deposits :-

- (A) Maintenance deposit/  
Sinking Fund to be
- Rs. 20/- per sq.ft. on  
standard building area.

handed over to  
the association

- (B) Maintenance  
Charges for  
1 Year
- Rs. 12/- per Sq.ft. on  
standard built up area

- (C) Electricity Transformer  
& Connection
- Rs. 25,000/-

- (D) DG Connection  
Charges
- Rs. 25,000/-

- (E) Association Formation  
Charges
- Rs. 7,500/-

- (F) Balcony Covered  
Grill
- Rs. 15,000/-

- 3.6. i) Documentation charges** - Rs. 20,000/- excluding stamp duty, registration fees and other out of pocket expenses.
- ii) For assigning the benefit of this agreement** - Rs. 100/- (one hundred)per Sq.ft. standard built up area

3.7. In case of default of payment of any one of the instalments by the Allottee/Purchaser, the Vendor/Developer herein shall be entitled to cancel the allotment any time prior to execution of the Agreement for Sale/Allotment, and upon such cancellation the Vendor/Developer shall refund the monies paid by the Allottee/Purchaser on the date of cancellation, interest free, subject to forfeiture of Application Money or the actual amount paid whichever is higher, subject to a maximum of 15% of the agreed consideration.

3.8. It is hereby recorded that the Purchaser/s have since inspected the documents before the execution of this Agreement of title of the Land Owners to the said plot of land and also the sanctioned plan and the mode, manner of construction and the Purchaser/s is/are satisfied regarding the title of the Land Owners to the said plot of land and the design and feasibility and workmanship of the building and he/she/they hereby agree/s and undertake/s not to raise any question or doubt regarding the same. The Purchasers/Allottees also gone through the terms conditions and covenants contained in the proforma of the conveyance and accepted the same intact.

3.9. The Purchaser/s shall complete the payment in full before taking the physical possession of the said Flat alongwith parking space. That within 1 ( one ) month from the date of obtaining physical possession of the said Flat/Unit/ Apartment the Land Owners shall complete the registration of Deed of Conveyance at the costs of the Purchaser/s herein provided the Purchaser/s shall deposit all costs and expenses prior to registration and/or prior to 1 (one) month notice to be given by the Vendor/Developer to the

- 3.10. If during construction thereby any alteration and/or modification is made in the sanctioned plan or specification, the same will not effect or vitiate this Agreement.
- 3.11. The Developer/Confirming Party shall install and complete wiring as per required points and also arrange for the supply of electrical energy from the electricity provider in the said locality until the Purchasers/Allottees can install new meter in his/her/their own name/s.
- 3.12. The Purchasers/Allottees shall be bound to pay the proportionate amount for enjoying electrical energy as per his/her/their consumption as per the sub-meter reading to the Developer/Confirming Party till the installation of the new meter in the name of the Purchasers/Allottees.
- 3.13. The Purchasers/Allottees shall alongwith other co-purchasers shall have equal rights to enjoy facilities in respect of the common areas allotted for the flat owners as common service areas of the said complex of multistoried buildings and shall have also right, title and interest in the proportionate undivided, impartible share and in the said free hold land, on which the proposed multistoried buildings are erected and developed.
- 3.14. The Purchasers/Allottees shall not do any immoral or illegal act or deed or any other acts which in any way hamper quiet and peaceful living or healthy atmosphere of the building/buildings and the Purchasers/Allottees undertake/s not to change any interior structure of the building and/or the said unit.
- 3.15. The possession of the said Flat, lying and situate at and being and comprised in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi No. 174/179, R.S. & L.R. Dag Nos. 1020 and 1016 under R.S. Khatian Nos. 69 and 257, L.R. Khatian Nos. 2077 and 2078, Police Station - New Town (formerly Rajarhat) within the local limits of Jyangra Hatiara No. II Gram Panchayat, locally known as Jatragachi, Purbapara and within the jurisdiction of Additional District

Sub Registrar Rajarhat, District - North 24 Parganas morefully and particularly described and mentioned under **Third Schedule** be handed over to the Purchasers/Allottees within 24 (twenty four) months from the date of execution of these presents subject to payment of full amount of consideration money along with extras and deposits and subject to force majeure.

- 3.16. The Purchasers/Allottees shall not raise any objection and/or other claims of any nature whatsoever regarding construction of the said flat/unit and/or otherwise in respect of the said flat in relevant and/or construction thereof of the said premises.
- 3.17. The Vendor/Developer shall not be held responsible for any extra work for fittings and/or addition alteration, modification, and/or any variation of the said flat save and expect as per the agreed specification of construction as mentioned in the fifth scedule hereinunder appearing.
- 3.18. After completion of the said complex and/or buildings and after all the Purchasers/Allottees having taken possession of their flats and parking spaces all the Purchasers/Allottees will form an Association and elect office bearers among themselves and also fix rules and bye laws of the Association. The said Association will fix up the maintenance cost of the said building/buildings to be shared by all the Purchasers/Allottees in proportion of their santdard built up area of their flats and parking spaces until formation of the said prposed Association the Purchaser/s will have to pay to the Vendor/Developer maintenance cost of standard built up area of such of their respective flat owners, till the date of handing over maintenance management of the said proposed complex by the Vendor/Developer to the proposed association of end users.
- 3.19. After formation of the said Association the Vendor/Developer will transfer complete responsibility of the said complex to the said Association and the said Vendor/Developer/shall have no liability or responsibility whatsoever in respect of the said copmplex or maintenance thereof after such transfer of maintenance management.

- 3.20. The Purchaser/s hereby agreed to pay/reimburse to the Vendor/Developer the proportionate owner's and occupier's share of taxes of the said flat from the date of the notice as to completion of the said Flat if already so paid by the Land Owners to the authority concerned.
- 3.21. The Purchasers/Allottees shall maintain the said Flat in good condition at their own costs and expenses after the same have been handed over to him by the Vendor/Developer and shall abide by all rules and laws of the Government, and/or any other autonomous body and/or the association to be formed by the flat owners therein.
- 3.22. The cost for registration fees and stamp duty and other incidental charges shall be borne by the Purchasers/Allottees herein and all the legal documents will be prepared by **Subir Kumar Seal & Associates**, Solicitors and Advocates, having its office at P -106, Bangur Avenue, Block - C, Police Station - Lake Town, Kolkata - 700 055 appointed to look after the legal aspect of the said proposed project and all sorts of expenses be paid to them before registration of such Agreements for Sale and/or Deed of Conveyances etc, as the case be, including out of pocket expenses incidental thereto but the stamp duty and registration fees, which would be paid by the Allottees/Purchasers directly through online portal of the Government of West Bengal and forwarded the copy of the paid challan to the advocates for necessary inputs..
- 3.23. The Purchasers/Allottees shall not under any circumstances, make construction or alterations on the Verandah/Balconies/Elevation and shall also not be allowed to interfere with and alter the exterior decorations and external colour of the said premises.
- 3.24. So long as each flat, is assessed separately or form the flat owners association of the ownership flat the Purchasers/Allottees will bear the proportionate tax payable to municipality/panchayat/other statutory bodies and/or maintenance expenses alongwith other common expenses etc.

- 3.25. The Purchasers/Allottees shall not use the said flat in such manner which may or is likely to cause nuisance or annoyance to the occupiers or the other units nor shall use the same for any illegal or immoral purposes.
- 3.26. The Land Owners and the Vendor/Developer shall have full right to use or make further construction on the open space or top of the open roof of the said building and/or building and the said flat owner/s shall not raise any objection or claims whatsoever regarding such construction subject to bonafide approval of the competent authority.
- 3.27. That the covenants with respect to management and maintenance of the common portions are described under **Eighth Schedule** hereinunder appearing.
- A) The Purchasers/Allottees will be liable to pay all sorts of sale tax liability if at all imposed by the State Government. Neither the Land Owners nor the Vendor/Developer will undertake to procure any of such taxes under whatsoever circumstances, in respect of the said flat.
- B) The Purchasers/Allottees shall have every right of user of the common/open spaces in the building including the main entrance and the entrances allotted to the flat owners.
- 3.28. The Purchasers/Allottees will start paying maintenance charges immediately after the issuance of Notice of Completion by the Vendor/Developer herein.
- 3.29. The Vendor/Developer will apply to procure Completion Certificate to the competent authority and they will obtain the same at its own costs and expenses and a copy of the same will be forwarded to the Purchasers/Allottees herein in due course without raising any bill therefor.
- 3.30. The lifts (one lift in each block) will only be used for lifting the persons, the same shall not be used for any other purpose, such as lifting of materials, drinking water in jar etc. which may damage such lifts in due time.

3.31. That the top of the roof will be enjoyed by all the flat/unit/apartment owners in common in an undemarcated form as common area and no individual flat/unit/apartment owner shall have the liberty to enjoy the same exclusively under any situation whatsoever and such top roof will be handed over to the would be association/common maintenance body simultaneously while handing over maintenance management of the said residential project.

However the Vendor/Developer herein will have every right to put/install its signage/flex and/or any sort of advertisement material on such top roof without any interference from the allottees/purchasers.

3.32. The Land Owners as well as the Vendor/Developer herein shall have full right to sale common covered car parking spaces and/or any quarter/room, open and covered space on the ground floor to any outside buyer at whatsoever price they shall deem fit and proper without any objection and interruption from the flat owners' end.

3.33 All suits arising out of this agreement for allotment if any, will have jurisdiction of court in the city of Kolkata i.e. Hon'ble High Court at Calcutta and its subordinate courts only.

3.34. All the legal documents will be drafted and prepared by ***Subir Kumar Seal & Associates***, Solicitors & Advocates, appointed by the Vendor/Developer as Solicitor to look after entire legal aspect of the said new proposed building and/or buildings named as "**Ambey Green**".

**The First Schedule above referred to :**

(Description of the land offered for development)

All that pieces and parcels of Bastu land hereditaments admeasuring an area of **23 (twenty three) decimal** in **Mouza - Jatragachi**, J.L. No. 24, Re. Su. No. 195, Touzi No. 174/179, **Police Station - New Town** (formerly Rajarhat) within the local limits of Jyangra Hatiara No. II Gram Panchayat, locally known as Jatragachi, Purbapara, Post Office - Ghuni, Kolkata - 700 157 and within the jurisdiction of Additional District Sub Registrar Rajarhat

Salt Lake City), **District - North 24 Parganas** together with all rights of easements, under the following dag and khatian Nos. :-

<b>Sl. Nos.</b>	<b>R.S. &amp; L.R. Dag No.</b>	<b>R.S. Khatian Nos.</b>	<b>L.R. Khatian Nos.</b>	<b>Area (in decimals)</b>
1.	1020	69	2077	08
2.	1020	69	2078	08
3.	1016	257	2077	04
4.	1016	257	2078	03
			<b>Total-</b>	<b><u>23</u></b>

butted and bounded as follows :-

**On the North by** : Partly R.S & L.R Dag No. 1015 and partly R.S. & L.R. Dag No.1016.

**On the South by** : Partly R.S & L.R Dag No. 1020 and partly Panchayat Road.

**On the East by** : 12' (twelve feet) wide Kutcha Road.

**On the West by** : R.S & L.R Dag No. 1016.

**The Second Schedule above referred to :**

**Part - I**

(Land Owners' Share/Revenue Sharing)

Landowners' Share - shall mean and include 45% (forty five per cent) of all Net Revenue to be generated from the sale of various flats/units/apartments, commercial spaces and/or constructed spaces of the buildings to be constructed on the said land TOGETHER WITH the share in the same proportion in car parking spaces {open, covered, and mechanical (if any)} AND TOGETHER WITH the undivided, proportionate, impartible part or share in the said land attributable thereto AND TOGETHER WITH the share in the same proportion in all common areas, facilities and amenities in the said complex AND TOGETHER WITH all areas earmarked as excluded and reserved areas which are not for common uses.

**Part - II**

(Developer's Share/Revenue Sharing)

Developer's Share - shall mean and include 55% (fifty five per cent) of all Net Revenue to be generated from the sale of various flats/units/apartments and/or constructed spaces of the buildings to be constructed on the said land TOGETHER WITH the share in the same proportion in car parking spaces {open, covered, and mechanical (if any)} AND TOGETHER WITH the undivided, proportionate, impartible part or share in the said land attributable thereto AND TOGETHER WITH the share in the same proportion in all common areas, facilities and amenities in the said complex AND TOGETHER WITH all areas earmarked as excluded and reserved areas which are not for common uses.

Net Revenue - shall mean and include the sum of money receivable as Basic Unit Price (BUP) and Car Parking Charges.

**The Third Schedule above referred to :**

(Description of the Allotted Property in details)

**Part - I**

All that .....BHK dwelling **Flat/Unit/Apartment No.** ..... on ..... **Floor, Block** - ..... measuring an area of ..... (.....) **Sq.ft. Standard Built Up** alongwith **right to park one four seater medium size car** on the ground floor, vide **Car Parking Space No.** ....., together with undivided proportionate impartible and indivisible share and/or interest in the land morefully and particularly described in the First Schedule referred to hereinabove consists of ..... Bed Rooms, ..... Toilets 1 (one), ..... W.C., 1 (one) Dining Cum Living Space alongwith 1 (one) Open Kitchen and 1 (one) Verandah/Balcony, together with common facilities and amenities as mentioned under Fifth Schedule hereinunder appearing. That the said residential flat/unit/apartment being **Flat No.** ..... on ..... **Floor** in **Block** , is butted and bounded as follows :-

**On the North by** :

**On the South by** :

**On the East by** :

**On the West by** :

shown in the annexed floor plan verged in border **RED** and the said floor plan shall be treated as part and parcel of these presents.

**Part - II**

The total consideration is Rs. ..../- (Rupees .....) only plus applicable GST for the said dwelling Flat/Unit/Apartment which includes the right to a four seater medium size car on the ground floor park and the entire consideration is paid by the Purchaser/s to the Vendor/Developer in full and final before taking peaceful vacant and khas possession of the said flat in installments at '**Ambey Green**', alongwith extra charges and deposits as clearly mentioned under clause no. 3.5 and 3.6 hereinabove.

**The Fourth Schedule above referred to :**

(Common Portions/Areas)

**1. Areas :**

- i) Ultimate/top roof above the top floor of the building.  
(user right only)
- ii) Open and/or covered paths and passages of the said complex.
- iii) Stair headroom, lift machine room and lift well of the said building block.
- iv) All walls (save inside wall of any flats or units) and main entrance gate of the said building block.

**2. Water and Plumbing :**

- i) Water Reservoir of the said building block.
- ii) Water Tank of the said building block.
- iii) Water pipe lines (save those inside any flat and/or units) lines of the said building block.

**3. Electrical Installations :**

- i) Wiring and accessories for lighting of the said building block and its common portions (save those inside any flat and/or units).
- ii) Electrical Installations relating to the meter for receiving electricity from the electricity supply agency.
- iii) Pump, motor, lift and lift machinery of the said building block.

**4. Drains :**

Drains, swerage and main soil pipes of the said building block till connection with panchayat main drain.

**5. Others :**

Other areas and installations and/or equipments as are provided in building or common user and enjoyment thereof..

**The Fifth Schedule above referred to :**

*(Specification of Construction of units/flats/apartments)*

**1. Building :**

- Reinforced Concrete Cement (RCC) Framed Structure with columns, beams and slabs..
- Earthquake resistant.

**2. Wall Finish and Flooring :**

- Staircase/Spare Room : Kota stone/Marble.
- Car Parking lot : Broom finish Screed Concrete.
- Bed Room, Living & Dining : Vitrified Tiles.
- Balcony : Anti Skid Ceramic Tiles.
- Wall & Ceiling : Wall Putty.

**3. Kitchen :**

- Flooring : Anti Skid Tiles.
- Counter : Granite.
- Sink : Stainless Steel.
- Dado : Upto 3' (three feet) above the counter.
- Electrical Points for : Exhaust fan and Microwave.
- Electrical Point for : Refregerator, Water purifier.

**4. Toilets :**

- Flooring : Anti Skid Tiles.
- Dado : Ceramic Tiles upto 7' (seven feet).
- Sanitary/CP Fittings : Standard Quality.
- Elecrical Point : Geyser, Exhaust fan.
- Plumbing provision for : Hot and Cold Water.

**5. Door and Window :**

- Window : Aluminium window.
- Door Frames : Malaysian Sal Wood Frame
- Doors : Flush Door.

**8. Electricals :**

- Concealed wiring with central MCB.
- Door Bell point at the main entrance of the flat/unit/apartment.

- Modular switches.
- Illumination in all floor, lobbies, stair case and common areas.

**The Sixth Schedule above referred to :**

(Common facilities and amenities)

1. Community Hall on the ground floor of Block - C.
2. Compound area with paved pathways within the complex.
3. Common Roof of the building Block.
4. Well designed lobby finished with marble and granite and/or Stone/Tiles finish of the building Block.
5. Generator facilities for common service i.e. lifts, pumps, common lighting.
6. Lift of standard make of the building Block.
7. Adequate car and two wheeler parking spaces in Parking lots on ground floor/open designated space.
8. 24 hours water supply through deep tubewell.
9. Security Measures:-  
24 hours security manned by trained guards round the clock.
10. Air Conditioned Gymnasium on the ground floor of Block - B.

**The Seventh Schedule above referred to :**

(Common Expenses to be shared by the flat/unit/apartment owners on the basis of allotted square feet)

**1. Association/Common Maintenance Body (CMB) :**

Establishment and all other capital and operational expenses of the Association/Common Maintenance Body (CMB).

**2. Common Utilities :**

All charges and deposits for supply, operation and maintenance of common utilities.

**3. Electricity :**

All charges for the electricity consumed for the operation of the common maintenance, equipments and common lighting.

**4. Insurance :**

All expenses for insuring the proposed complex interalia against earthquake, rain, flood, fire, damage, demmorage, mob, violance, civil commotion etc.

**5. Litigation :**

All litigation expenses to be incurred for the common purposes relating to common use and enjoyment of the said proposed complex.

**6. Maintenance :**

All costs for maintaining, operating, replacing, repairing, white washing, painting, decorating, redecorating, re-building, reconstructing, lighting and renovating the common areas, including interior and exterior designs of the entire complex.

**7. Operational :**

All expenses for running and operating all machinery equipments and installations including lifts, generator/s, EPABX Board, pumps, motors and/or other devices and/or installations installed/to be installed in the complex including payment of their fees, taxes, licenses renewals etc.

## **8. Rates and Taxes :**

Municipal/Panchayat tax, sur-charge, multistoried complex tax, water tax and other levies in respect of the complex as the case be, save those separately assessed by the competent authority of Jyangra Hatiara No. II Gram Panchayat.

The salaries of and all other expenses of the staff to be deployed for the common purpose such as manager, caretaker, clerk, security persons, electricians, plumbers, sweepers etc. as per requirements including the amount payable for bonus to such staff and/or other benefits offered to them and the expenses for the same, if any.

### **The Eighth Schedule above referred to :**

(Covenants regarding management and maintenance of the common portions and the common expenses)

#### **1. Title and Construction:**

1.1. The Purchaser/s has/have examined the copy of the plans the title of the Owner to the said plots and building agreement and the common portions and the facilities fittings and fixtures as have been provided in the building/buildings including the said unit and have duly satisfied himself/herself/themselves with regard thereto and the nature scope and extent of the benefits, rights and interest provided to the Purchaser/s.

#### **2. Transfer and Dismemberment :**

2.1. The properties and the rights hereby conveyed to the Purchaser/s for each unit shall be one and shall not be partitioned or dismembered in any manner save with the consent of the Vendor/Developer.

2.2. The Purchaser/s shall be entitled to let out or part with possession of the said unit only after giving information in writing to the proposed Flat Owners'

Association/Common Maintenance Body disclosing the full particulars of occupant and rent and all other charges and benefits receivable by the Purchaser/s to the extent necessary for assessment of the liability for municipal and other rates, taxes and impositions it being clarified that in case of sale only three days prior intimation will be necessary of its intention to transfer alongwith the name of the Transferee and the Purchaser/s will not be required to disclose the consideration or other terms of such transfer.

- 2.3. Notwithstanding the aforesaid no transfer shall be effected to any sort whatsoever by the Purchaser/s until such time the Purchaser/s pay and discharge all his/her/their debts and liabilities to the Flat Owners' Association/Common Maintenance Body.
  - 2.4. Mutation, taxes and impositions :
  - 2.5. The Purchaser/s shall apply for and have the said unit separately assessed for the purpose of assessment of municipal/panchayat rates and taxes if any in so far as the same are allowable in law and shall also apply for and obtain mutation in his/her/their name/s as Purchaser/s and/or Co-owner in the relevant municipal/panchayat and other records.
3. Upon the mutation of the said unit for the purpose of liability of Municipal/Panchayat rates taxes and impositions the Purchaser/s shall pay wholly such tax of or impositions in respect of the said Unit.
    - 3.1. Besides the amount of such municipal/panchayat taxes, rates and impositions the Purchaser/s shall bear and pay all other taxes and impositions including multistoried building tax if any water tax etc. in respect of the building/s proportionately and/or the said unit wholly.
    - 3.2. Besides the amount of all such taxes and impositions

the Purchaser/s shall also be liable to pay the penalty interest costs charges and expenses for and in respect of all or any of such taxes and/or impositions proportionately or wholly as the case may be.

- 3.3. The liability of payment by the Purchaser/s of all such taxes and outgoings ( including penalties charges costs and expenses ) in respect of the said unit will accrue with effect from the 15th day of serving of notice of completion of the said unit in habitable condition by the Owner or to the Purchaser/s irrespective of when the Purchaser/s take physical possession of the said unit.
- 3.4. Management and maintenance of the common portions.
- 3.5. Upon the Purchaser/s fulfilling his/her/their obligation and covenant hereunder the Owner shall manage, maintain and control the common parts and do all acts deeds and things as be necessary or expedient for the common purposes and the Purchaser/s shall co-operate the Owner therefor and shall pay the Owner a sum as presently payable per month of the area of the said unit towards the common expenses subject to actual costs, till formation of Flat Owners' Association/Common Maintenance Body.
4. The Vendor/Developer may frame such rules, regulations and bye laws from time to time for the common purposes and for quiet and peaceful enjoyment of the residential building as the Vendor/Developer may consider reasonable but not inconsistent with the provisions contained herein and the Purchaser/s shall observe and abide by the same and shall not do anything whereby the same may be violated.
5. Additions alterations and payment of betterment fees etc.

5.1. The Purchaser/s shall, at his/her/their costs wholly in case it relates to the said unit or any part thereof and proportionately in case it relates to the said unit and other units and/or the common portions make all alterations and additions as will be required to be made in the building and/or buildings of any part thereof by the Government or Jyangra-Hatiara No. II Gram Panchayat or their statutory body or otherwise and similarly pay all betterment fees and other similar levies and all other fees with regard to the building and/or user thereof including the charge of user, if any, as may arise accrue or be demanded at any time after possession of the said unit be delivered or be deemed to be delivered to the Purchaser/s by the Vendor/Developer.

6. User of the said unit and common portions.

6.1. The Purchaser/s shall do the following :

7. Keep at his/her/their own costs and expenses the said unit and every part thereof and all fixtures and fittings therein properly painted and in good repairs and in a neat and clean condition and as a decent and respectable residential unit.

7.1. Use the said unit and all the common portions carefully peaceably and quietly and in the manner reasonably indicated herein according to the rules that may separately be framed by the Vendor/ Developer for the user thereof.

7.2. Use all paths passage and staircase ( save those reserved hereunder by the Vendor/Developer) if any for the purpose of egress and ingress and for no other purposes whatsoever.

7.3. Use the said unit for residential purpose and for no other purposes whatsoever unless otherwise expressly

mentioned herein or permitted in writing by the Vendor/Developer.

7.4. While using the said unit or any portion thereof or the common portions or otherwise the Purchaser/s shall not do any of the following acts deeds and things :-

- a) Obstruct the CMB in its acts relating to the common purposes.
- b) Violate any of the rules or regulations as laid down herein or that may separately be framed in respect of user of the said proposed complex.
- c) Injure harm or damage the common portions or any other units in the building by making any alterations or withdrawing any support or otherwise.
- d) Throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refusees within the said unit or in the common portions save at the places indicated therefor.
- e) Place or cause to be placed any article or object in the common portions save as be permitted by the Vendor/Developer in writing.
- f) Carry or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity in the said unit or any where also in the building/buildings.
- g) Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the building/buildings.
- h) Put or affix any sign board name plate or other things or other similar articles in any of the

common portions or outside walls of the building save at the place as expressly permitted by the Vendor/Developer.

- i) Keep or store allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous articles in the said unit or the common portions.
- j) Keep or allow to keep any lunatic or person suffering from any virulent dangerous obnoxious or infectious disease in the said unit, if so at the responsibility of the Purchaser/s herein.
- k) Claim any right in or use any part on the building ( other than the said unit ) save for ingress and egress, to the said unit of men materials drain pipes and cables and in particular shall not claim any right on the terrace of the building or the open and/or covered spaces in the premises not transferred expressly to the Purchaser/s, not even the open top roof of the said building/buildings.
- l) Alter or draw any wires, cables, pipes etc. from and to or through any of the common parts or other units save in the manner as expressly mentioned herein or permitted by the Vendor/ Developer or the CMB in writing.
- m) Keep any heavy articles or things as are likely to damage the floor or operate any machine save that be required for usual and quiet residential purposes.
- n) Sub divide the said unit, servant's quarter and/ or parking space if allotted or any portion thereof.
- o) Not to do any act deed or thing to obstruct the construction and completion of the said building

and/or buildings in any manner whatsoever and notwithstanding any temporary obstruction in the Purchasers' enjoyment of the said unit.

- p) Hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to effect or endanger or damage the structure/ construction of the buildings or any part thereof.
- q) Fix/install air-conditioners in the said flat, (save and except at the places) which has been provided in the said unit for such installation.
- r) Not to do or cause anything to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said unit or any other portion over or below the said unit or adjacent to the said unit or in any manner interfere with the use and rights and enjoyment thereof or of any open spaces, passages or amenities available for common use.
- s) Damage or demolish or cause to be damaged or demolished the said unit or any part thereof at any time or the fittings and fixtures affixed thereto.
- t) Close or permit the closing of varandah or lounges or balconies and lobbies and common parts and/ or alter or permit any alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls, or both faces of external doors and windows including grill of the said unit which in the opinion of the Vendor/Developer differs from the colour scheme of the building or deviation which in the opinion of the company may affect the elevation in respect of the exterior walls of the building.

- u) Do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said unit or any part of the building or cause increased premium to be payable in respect thereof, if the building/s is/are insured.
- v) Make in the said unit any structural addition and/or alterations such as in beams, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing to the Vendor/Developer and also with the approval of Jyangra-Hatiara No. II Gram Panchayat and/or any concerned authority.
- w) Fix or install any antenna on the roof or terrace of the said building or fix any window antenna excepting that the Purchaser/s shall be entitled to avail of the central antenna facilities (cable TV) to be provided by the Vendor/Developer to the Purchaser/s and also to other co-owners of units in the said premises.
- x) Use the said unit or permit the same to be used for any purpose whatsoever other than residential user and shall not use for a purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building/s or to the owner and occupiers of the neighbouring premises or for any illegal or immoral purposes or as a boarding house, guest house, club house, nursing home, an amusement or entertainment centre, eating or catering place, dispensary or a meeting place or for any commercial or industrial activity whatsoever and similarly shall not keep in the parking space, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca construction thereon or part thereof and shall keep it always open as before

and dwelling or staying of any person or blocking by putting any article shall not be allowed in the car parking lots of any Blocks.

- y) Use the allotted car parking space if any, or permit the same to be used for any other purposes whatsoever other than parking of his/her/their own car/two wheeler.
- z) Not to park his/her/their car on the pathways or open spaces of the building and/or buildings or at any other places except the space allotted to it and shall use the pathways as would be decided by the Vendor/Developer.

8. Payments and deposits towards taxes and impositions and the common expenses :-

8.1. The impositions and payments by the Purchaser/s in terms hereof including those mentioned in clause 3.2 hereinabove shall be made by the Purchaser/s within 7 (seven) days of the Owner leaving its bill for the same in the said unit and/or at the above address of the Purchaser/s.

8.2. All amount are to be deposited by the Purchaser/s in pursuance hereof and/or under the unit construction agreement shall be utilised only for the purpose for which the same has been made subject however to the other provisions hereof.

8.3. GST- both central and state or any other taxes and impositions levied by the State Government, Central Government or any other authority or body from time to time, if any, shall be borne by the Purchaser/s herein.

9. Default in payment.

- 9.1. In case of default by the Purchaser/s in making any payment or deposit provided herein the Vendor/ Developer shall be entitled to with hold all utilities and facilities to the Purchaser/s and/or the said unit including electricity, water and/or other services to the unit at the time the Purchaser/s continue or remain in default and the Vendor/Developer shall be entitled to demand and realise the amount in respect whereof such default has been committed together with interest thereon @ 1.5% (one point five percent) compoundable monthly.
  - 9.2. The Purchaser/s shall not in any manner interfere with or obstruct the aforesaid right of the Owner and shall not make any demand for losses or damages in connection therewith.
  - 9.3. Miscellaneous.
  - 9.4. Any delay or indulgence by the Vendor/Developer in enforcing the terms of these presents or any forbearance or giving of time to the Purchaser/s shall not be construed as waiver of any breach or non compliance nor shall the same in any manner prejudice the rights of the Vendor/Developer.
  - 9.5. It is clarified that whenever any amounts expressly payable by the Purchaser/s hereto the same shall wholly be payable by the Purchaser/s in the same relates only to the said unit and proportionately in case it relates to the building unless otherwise specifically mentioned herein
10. All amounts becoming due and payable hereunder and the liabilities for the same shall be and remain a charge on the said unit.
    - 10.1. All charges for the electricity consumed in the said unit shall be borne and paid by the Purchaser/s.

- 10.2. All payments towards municipal rates and taxes and maintenance charges and otherwise specifically mentioned herein are fixed on the basis of the estimated rates, costs expenses and prices and shall be subject to proportionate escalation in case the said rates, costs, expenses and prices increases from time to time.
- 10.3. As between the Owner of the One Part and the Purchaser/s of the Other Part, the parties shall indemnify and keep each other saved harmless and indemnified in respect of all losses damages claims demands costs proceedings and actions arising due to any non payment or other default in observance of the terms and conditions hereof by the other party, but provided only that the party claiming indemnification has not failed to discharge and fulfil its obligations hereunder.
- 10.4. The proportionate share of the Purchaser/s in various matters referred herein shall be such as may be determined by the Owner and the Purchaser/s shall be bound to accept the same notwithstanding there being minor variations therein for the sake of convenience.
- 10.5. The Owner shall have the exclusive right to the open roof and the parapet walls thereof and also to make construction on any portion of the premises and to use enjoy and hold and transfer the same on substantially the same terms and conditions as to user and maintenance as herein contained and the Purchaser/s agree/s not to obstruct or object to the exercise of such rights by the Owner in any manner whatsoever.
- 10.6. All notice to be served hereunder by either of the parties to the other shall be deemed to have been served on the seventh day of the date the same

has been delivered for despatch to the Postal Authorities by Registered Post with acknowledgement due at the last known address of the party to whom notice be served unless otherwise expressly mentioned herein.

..... **In Witness**

**In witness whereof** the parties hereunto set and subscribed their respective hands and seals the day, month and year first above written.

Signed Sealed and Delivered  
by the above named **Land Owners,**  
**Vendor/Developer** and **Purchaser/s**  
at Kolkata in the presence of :

1.

2.

\_\_\_\_\_  
**Signature of the Land Owners**

\_\_\_\_\_  
**Signature of Vendor/Developer**

\_\_\_\_\_  
**Signature of the Purchaser/s**

This **Agreement for allotment** is  
drafted and prepared at our office  
based on the documents  
supplied by the Vendor/Developer :

\_\_\_\_\_  
**For Subir Kumar Seal & Associates**

Advocates

Enrolment No. W.B.-F 588/487-'94

P-106, Bangur Avenue, Block-C,

Ground Floor, Police Station - Lake Town,  
Kolkata - 700 055.

Phone : 033-4601-3304.

033-2574-3790.

Mobile : 91-98312-76735.

91-98304-76735.

E-mail -seal.associates@gmail.com

**Received** on and from the withinnamed **Purchasers/Allottees** by the withinnamed **Vendor/Developer** the withinmentioned sum of **Rs. ..../- (Rupees .....)** **only** as and by way of earnest money for allotment of the Part-I of the Third Schedule property as per Memorandum of Consideration below :-

**Memo of Consideration**

<u>Sl. No.</u>	<u>Date</u>	<u>Cheque No.</u>	<u>Bank</u>	<u>Branch</u>	<u>Amount (Rs.)</u>
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Total : \_\_\_\_\_  
 \_\_\_\_\_

(Rupees .....) only.

Witnesses :

1.

2.

Signature of the Vendor/Developer

