

Agreement for Sale/Allotment

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

Between

1. **M/s. Muskan Residency Pvt. Ltd.** having its Income Tax PAN - and having its Corporate Identity Number - U45200WB2006PTC112289, having its registered office at PSIXL, Suite No. 305 on third floor, New Town Road, Post Office - Rajarhat Gopalpur, Police Station - Baguiati within Bidhannagar Police Commissionerate, Kolkata - 700 136, District - North 24 Parganas represented by one of its Directors, **Mr. Raj Kumar Agarwal**, son of Late Chhotelal Agarwal, (DIN - 00568762), having his Personal Income Tax PAN - ACKPA0021B, having his Personal AADHAAR No. - 928217831297), 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,

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

And

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

2. (AADHAAR No. -) having his/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 **Other 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 **Ecovalley**, a project of Ambey Group (the said project), 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 Second Schedule, hereinunder appearing.

1.2. **Right of use of Common Portions** : The common portions/areas amenities and facilities to be provided in the said project by the developer to be enjoyed by the Allottees/Purchasers as described under Third and Fifth 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 is named as Ecovalley is a complex consisting of Two Blocks/Buildings as developed by Ambey Group, through one of its Group Company M/s. Muskan Residency Pvt. Ltd. consisting a ground plus ten storied residential buildings consisting of 80 (eighty) nos. of self contained and complete residential flat/unit/apartment along with a commercial building having provision for commercial enclosures therein on a land measuring 70 (seventy) decimal {out of which 58 (fifty eight) decimal in R.S & L.R. Plot Dag No. 746, 6(six) decimal in R.S. & L.R. Plot Dag No. 745 and 6(six) decimal in R.S. & L.R. Plot Dag No.747} all in R.S. Khatian No. 174 corresponding to L.R. Khatian No. 1365 in Mouza - Jatragachi, J.L. No. 24 Re. Su. No. 195, Touzi No. 174 & 179, within the local limits of Jyangra Hatiara No. 2 Gram Panchayat and within the jurisdiction of Additional District Sub Registrar, Rajarhat New Town, District - North 24 Parganas, West Bengal morefully and particularly dealt in under **First Schedule** hereinunder appearing.

b) **'New buildings'** shall mean single or several buildings and other structures to be constructed by the Owner/

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 extensions renewals and/or revalidations thereof.
- 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 user of all the flat/unit/apartment owners/occupiers shall be finalised by the second party/parties at any time after sanction of the building plans from the competent authority.(here Jyangra Hatiara No.2 Gram Panchayat is the competent issuing authority).
- e) **Builder** shall mean and include Muskan Residency Pvt. Ltd., a private limited company incorporated in accordance with the provisions of the Companies Act. 1956, 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 larger 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 first 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 :-

- i) Bengali Saf Kobala, dated 31.03.1995, registered before Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. - I, Volume No. 62, Pages Nos. 85 to 98, being Deed No. 2798 for the year 1995.
- ii) Deed of Conveyance was registered before Additional District Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. - I, Volume No. 66, Pages Nos. 265 to 272, being Deed No. 3010 for the year 1995.
- iii) Deed of Conveyance was registered in the office of Additional District Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. - I, Volume No. 72, Pages Nos. 233 to 240, being Deed No. 3283 for the year 1995.
- iv) Deed of Conveyance was registered in the office of Additional District Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. - I, Volume No. 72, Pages Nos. 211 to 218, being Deed No. 3280 for the year 1995.
- v) Deed of Conveyance was registered before the office of Additional District Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. - I, Volume No. 72, Pages Nos. 219 to 224, being Deed No. 3281 for the year 1995.
- vi) Deed of Conveyance was registered in the office of District Sub Registrar-II, North 24 Parganas, Barasat, copied in Book No. - I, CD Volume No. 3, Pages Nos. 3897 to 3924, being Deed No. 01373 for the year 2010.
- vii) Deed of Conveyance, registered at District Sub Registrar-II, North 24 Parganas, copied in Book No. - I, CD Volume No. 4, Pages Nos. 13526 to 13550, being Deed No. 03150 for the year 2008.

- viii) Deed of Conveyance registered before District Sub Registrar-II, North 24 Parganas, copied in Book No. - I, CD Volume No.9, Pages Nos. 5613 to 5634, being Deed No. 05608 for the year 2007.
- ix) Deed of Conveyance registered before Additional District Sub Registrar, Rajarhat copied in Book No. - I, CD Volume No. - 9, Pages Nos. 9656 to 9671 being Deed No. 06437 for the year 2013.
- x) Deed of Conveyance registered before Additional District Sub Registrar, Rajarhat copied in Book No. - I, CD Volume No - 9, Pages Nos. 10270 to 10284 being Deed No - 06464 for the year 2013.
- xi) Deed of Conveyance registered before Additional District Sub Registrar, Rajarhat copied in Book No. - I, CD Volume No - 9, Pages Nos. 10209 to 10223 being Deed No - 06461 for the year 2013.
- xii) Deed of Conveyance registered before Additional District Sub Registrar, Rajarhat copied in Book No. - I, CD Volume No - 9, Pages Nos. 9607 to 9622 being Deed No - 06439 for the year 2013.
- xiii) Deed of Conveyance registered before Additional District Sub Registrar, Rajarhat copied in Book No. - I, CD Volume No - 9, Pages Nos. 9640 to 9655 being Deed No - 06438 for the year 2013.
- xiv) Deed of Conveyance registered before Additional District Sub Registrar, Rajarhat copied in Book No. - I, CD Volume No - 9, Pages Nos. 9552 to 9567 being Deed No - 06436 for the year 2013.
- xv) Deed of Conveyance registered before Additional District Sub Registrar, Rajarhat copied in Book No. - I, CD Volume No - 9, Pages Nos. 10179 to 10193 being Deed No - 06459 for the year 2013.
- xvi) Deed of Conveyance registered before Additional District Sub Registrar, Rajarhat copied in Book

No. - I, Volume No - 72 Pages Nos. 231 to
.....being Deed No - 3282 for the year 1995.

- 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/portions, 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 'Multi Layer Car Parking' (MLCP) spaces along with open designated and common covered car parking spaces therein the Premises for parking of medium size motor cars in the form of parking lots.
- n) **Plan** shall mean and include sanctioned building plan duly sanctioned by Jyangra Hatiara No. 2 Gram Panchayat after the technical vetting of North 24 Parganas Zilla Parishad, vide Approval Memo No. 6321(3)/NKDA/BPS-04(25)/2014, dated 04.11.2017 for a ground plus ten storied residential complex along with one commercial building having commercial enclosures therein, 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 :-

The project named as '**Ecovalley**' is a complex consisting of Two Blocks/Buildings (One being fully residential and the other being fully commercial) as developed by Ambey Group, through one of its Group Company M/s. Muskan Residency Pvt. Ltd. consisting of a ground plus ten storied residential buildings consisting of 80 (eighty) nos. of self contained and complete residential flat/unit/apartment and within the said commercial building there is provision for commercial enclosures on a land measuring 70 (seventy) decimal {out of which 58 (fifty eight) decimal in R.S & L.R. Plot Dag No. 746, 6(six) decimal in R.S. & L.R. Plot Dag No. 745 and 6(six) decimal in R.S. & L.R. Plot Dag No.747} all in R.S. Khatian No. 174 corresponding to L.R. Khatian No. 1365 in Mouza - Jatragachi, J.L. No. 24 Re. Su. No 195, Touzi No. 174 & 179, within the local limits of Jyangra Hatiara No. 2 Gram Panchayat and within the jurisdiction of Additional District Sub Registrar, Rajarhat, New Town, District - North 24 Parganas, West Bengal morefully and particularly dealt in under **First Schedule** hereinunder appearing.

- 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) **'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.
- w) **'Architect'** – shall mean such person or persons who may be appointed by the Owner/Developer as the Architect for the proposed Complex.
- x) **'Formation of Association'** – The Buyers/Purchaser/Allottee admits and accepts that the buyer of any units in the said complex shall form an association in accordance with the provisions of West Bengal Apartment Ownership Act 1972 and the Buyer/Purchaser/Allottee shall become a member thereof . The Buyer/Purchaser/Allottee shall bear and pay the proportionate costs of formation and the expenses of the association and shall pay for acquire and hold membership with voting rights and in this regard and the Buyer/Purchaser/Allottee shall sign execute and deliver necessary application and all other papers, declarations and documents as may be required. Notwithstanding formation of the association, if the Facility Manager is appointed, then the Facility Manager shall look after the maintenance of the common portions of the said complex and the said premises.

- y) **'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 Owner/ 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 Owner/ Developer in its absolute discretion and provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Complex.
- z) **'Completion Notice'** – shall mean the notice issued by the Owner/Developer to purchasers/allottees after certificate of completion is received from the Architect.
- aa) **'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 :-

Whereas

1. Whereas one Wahed Ali Mondal @ Ahed Ali, son of Late Ayajuddin Mondal 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 42.50 (firty two point five zero) decimal comprised in R.S. Plot Dag No. 745 in L.R. Khatian No. 162 at Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi No. 174/179, Pargana Kolkata, Police Station - Rajarhat, District - 24 Parganas.
2. And whereas while seized, possessing and enjoying the aforesaid land measuring 42.50 (forty two point five zero) decimal the said Wahed Ali Mondal, died intestate, leaving behind him surviving his three sons Iyakub Ali, Sahed Ali and Azam Ali and one daughter namely Rangiwani Bibi, as his only surviving legal heirs/heir and successors to succeed and inherit all the lands and estates left by the deceased Wahed Ali Mondal @ Ahed Ali as per the Mohammedan Law of inheritance and successions.
3. And whereas in consequence to the aforesaid law of inheritance and in succession the said Iyakub Ali (one of the sons of the Wahed Ali Mondal inherited 2/7th share over the abovesaid property measuring 42.50 (forty two point five zero) decimal as per Muslim Faraz and became the absolute owner of the land measuring 7 (seven) Cuttah

4 (four) Chittack which is equivalent to 12.142 (twelve point one four two) decimal comprised in R.S. Plot Dag No. 745 in L.R. Khatian No. 162 at Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi No. 174/179, Pargana Kalkata, Police Station - Rajarhat, District - 24 Parganas.

4. And whereas the said Iyakub Ali the Vendors therein of the one part while seized, possessing and enjoying the aforesaid land measuring 12.142 (twelve point one four two) decimal comprised in R.S. & L.R. Dag No. - 745, had indefeasibly sold, conveyed, transferred, released and parted the entire land to one M/s. Muskan Residency Pvt. Ltd. the Purchaser therein, of the other part at a valuable consideration mentioned therein by virtue of seven nos. of separate/different sale deeds all registered before Additional District Sub Registrar Rajarhat. The details of the said seven Nos. of Deeds are as follows :-

<u>Sl No.</u>	<u>Deed No.</u>	<u>Area transferred (in deci.)</u>
1.	06437/2013	1.650
2.	06461/2013	1.650
3.	06464/2013	1.650
4.	06459/2013	1.753
5.	06436/2013	1.753
6.	06438/2013	1.753
7.	06439/2013	1.753
Total -		11.962 decimal

5. And whereas by virtue of the aforesaid seven nos. of separate/different purchase deeds the said M/s. Muskan Residency Pvt. Ltd. is seized and possessed of and/or otherwise well and sufficiently becomes entitled to all that of the land measuring 7 (seven) Cuttah 4 (four) Chittack which is equivalent to 11.962 (eleven point nine six two) decimal comprised in R.S. Plot Dag No. 745 in L.R. Khatian 162 at Mouza - Jatragachi, J.L. No. 24, Re. Su.

No. 195, Touzi No. 174/179, Pargana Kalkata, Police Station - Rajarhat, District - 24 Parganas.

6. And whereas one Subhas Chandra Saha, one Smt. Biva Rani Saha and one Shri Binay Bhushan Saha and one Smt. Sumita Saha were collectively seized and possessed of and/or otherwise well and sufficiently entitled all that pieces and parcels of Sali land admeasuring an area of 92 (ninety two) decimal (out of which 85 (eighty five) decimal comprised in C.S. Plot Dag No. 646 corresponding to R.S. Plot Dag No. 746 in C.S. & R.S. Khatian 174, R.S. Khanda Khatian 38 corresponding to L.R. Khatian No. 994, 862 and the remaining land measuring 7 (seven) decimal comprised in R.S. Plot Dag No. 747 in R.S. Khatian 23 in L.R. Khatian 128} along with other lands all in Mouza - Jatragachi, J.L. No. 24, Pargana - Kalikata, Police Station - Rajarhat, District - 24 Parganas.
7. And whereas while seized, possessing and enjoying the aforesaid land the said Shri Subhas Chandra Saha and three others as abovenamed the Vendors therein of the one part by virtue of a Bengali Saf Kobala, dated 31.05.1995, registered before Additional District Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. - I, Volume No. 62, Pages Nos. 85 to 98, being Deed No. 2798 for the year 1995, had indefeasibly sold, conveyed, transferred, released and parted all that piece and parcel of demarcated sali land admeasuring an area of 85 (eighty five) decimal in C.S. Plot Dag No. 646 corresponding to R.S. Plot Dag No. 746 in C.S. & R.S. Khatian No. 174, R.S. Khanda Khatian 38 in L.R. Khatian 994, 862 in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi Nos. 174 & 179, to one Shri Kiran Karmakar, son of Sri Narayan Chandra Karmakar, along with one Shri Pankaj Kumar Jaiswal, son of Shib Sankar Jaiswal, jointly the Purchasers therein of the other part, at a valuable consideration mentioned therein.
8. And whereas by virtue of the aforesaid Saf Bikroy Kobala hereinabove stated the said Shri Kiran Karmakar and Shri

Pankaj Kumar Jaiswal were jointly seized and possessed of and/or otherwise well and sufficiently entitled all that piece and parcel of demarcated Sali land hereditaments admeasuring an area of 85 (eighty five) decimal in R.S. Plot Dag No. 746 along with other lands in Mouza - Jatragachi, J.L. No. 24, Police Station - Rajarhat, District - 24 Parganas, who in turn at the time of L.R. Settlement operation duly mutated their respective names in the records of Block Land & Land Revenue Office Rajarhat, vide L.R. Khatian No. 1120 & 1122 and since then were paying khajna thereof regularly as the recorded Rayats.

9. And whereas while seized, possessing and enjoying the aforesaid land by virtue of a Deed of Conveyance, dated 13.06.1995, the said Shri Kiran Karmakar and Shri Pankaj Kumar Jaiswal jointly the Vendors therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that piece and parcel of demarcated land admeasuring an area of 1 (one) Bigha 9 (nine) Cuttah 5 (five) Chittack and 23 (twenty three) Sq.ft. which is equivalent to 48.418 (forty eight point four one eight) decimal {out of which 1 (one) Bigha 1 (one) Cuttah 8 (eight) Chittack 23 (twenty three) Sq.ft. in R.S. & L.R. Plot Dag No. 746, 4 (four) Cuttah 11 (eleven) Chittack in R.S. & L.R. Plot DagNo. 747 and 3 (three) Cuttah 9 (nine) Chittack in R.S. & L.R. Plot Dag No. 748} in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi Nos. 174 and 179, Police Station - Rajarhat, District 24 Parganas, to one Shri Ashoke Kumar Jaiswal, Shri Manoj Kumar Jaiswal, Shri Pramod Kumar Jaiswal and Shri Sanjay Kumar Jaiswal, all sons of Pannalal Jaiswal, all of 37, Vivekananda Colony, Liluah, Police Station - Bally, Howrah - 711204, collectively the Purchasers therein, of the other part at a valuable consideration mentioned therein and the said Deed of Conveyance was registered before Additional District Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. - I, Volume No. 66, Pages Nos. 265 to 272, being Deed No. 3010 for the year 1995.
10. And whereas by virtue of a Deed of Conveyance, dated

22.08.1995 the said Shri Kiran Karmakar jointly with the said Pankaj Kumar Jaiswal jointly with the Vendors therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that other chunk of demarcated land measuring 2 (two) Cuttah 6 (six) Chittack which is equivalent to 3.9187 (three point nine one eight seven) decimal out of the said 85 (eighty five) decimal comprised in C.S. Plot Dag No. 646 corresponding to R.S. Plot Dag No. 746 in C.S. & R.S. Khatian 174, R.S. Khanda Khatian 38 in L.R. Khatian Nos. 1120 and 1122 in Mouza - Jatragachi, J.L.No. 24, Re. Su. No. 195, Touzi Nos. 174 and 179, Police Station - Rajarhat, District - 24 Parganas, to one Smt. Sudama Chowrasia, since deceased, wife of Ram Saran Barai Chowrasia, the Purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. - I, Volume No. 72, Pages Nos. 233 to 240, being Deed No. 3283 for the year 1995.

11. And whereas thus by virtue of the aforesaid purchase deed the said Smt. Sudama Chowrasia, since deceased, was seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of demarcated Sali land admeasuring an area of 2 (two) Cuttah 6 (six) Chittack which is equivalent to 3.918 (three point nine one eight) decimal out of 85 (eighty five) decimal comprised in C.S. Plot Dag No. 646 corresponding to R.S. Plot Dag No. 746 in C.S. & R.S. Khatian No. 174 in R.S. Khanda Khatian 38 in L.R. Khatian Nos. 1120 and 1122 in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi Nos. 174 and 179, Police Station - Rajarahat, District - 24 Parganas.
12. And whereas while seized, possessing and enjoying the aforesaid land the said Smt. Sudama Chowrasia who was a Hindu inhabitant governed by Dayabhaga School of Hindu Law, died intestate, on 29.08.1999, leaving behind her surviving husband namely Ram Saran Barai Chowrasia and one and only son Manoj Kumar Barai Chowrasia as her

sole legal heir and heiress to succeed and inherit all the estates and properties left by the said Smt. Sudama Chowrasia including the land measuring 2 (two) Cuttah 6 (six) Chittack which is equivalent to 3.9187 (three point nine one eight seven) decimal hereinabove stated.

13. And whereas that by virtue of another Deed of Conveyance, dated 22.08.1995 the said Shri Kiran Karmakar and the said Pankaj Kumar Jaiswal, 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 hereditaments admeasuring an area of 2 (two) Cuttah 6 (six) Chittack which is equivalent to 3.9187 (three point nine one eight seven) decimal be the same a little more or less out of 85 (eighty five) decimal comprised in C.S. Plot Dag No. 646, corresponding to R.S. Plot Dag No. 746 in C.S. & R.S. Khatian 174, R.S. Khanda Khatian 38 in L.R. Khatian Nos. 1120 and 1122 at Mouza - Jatragachi, J.L. No. 34, Re. Su. No. 195, Touzi Nos. 174 and 179, Police Station - Rajarhat, within the District of 24 Parganas, to one Sri Arun Kumar Jaiswal, son of Ram Kumar Jaiswal of 19, Goabagan Street, Police Station - Burtolla, Kolkata - 700 006, 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 Bidhannagar, Salt Lake City, copied in Book No. - I, Volume No. 72, Pages Nos. 225 to 232, being Deed No. 3282 for the year 1995.
14. And whereas that by virtue of another Deed of Conveyance, dated 22.08.1995 the said Sri Kiran Karmakar and Sri Pankaj Kumar Jaiswal 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 hereditaments admeasuring an area of 2 (two) Cuttah 6 (six) Chittack which is equivalent to 3.9187 (three point nine one eight seven) decimal out of 85 (eighty five) decimal comprised in C.S. Plot Dag No. 646 corresponding to R.S. Plot Dag No. 746, C.S. & R.S. Khatian 174 in R.S.

Khanda Khatian 38 in L.R. Khatian Nos. 1120 and 1122 in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi Nos. 174 and 179, Police Station - Rajarhat, to one Munnalal Chowrasia, son of Ramwadh Chowrasia of 98, Manicktala Main Road, Police Station - Manicktala, Kolkata - 700 054, the Purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered in the office of Additional District Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. - I, Volume No. 72, Pages Nos. 211 to 218, being Deed No. 3280 for the year 1995.

15. And whereas that by virtue of another Deed of Conveyance, dated 22.08.1995, the said Shri Kiran Karmakar jointly with Shri Pankaj Kumar Jaiswal the Vendors therein of the one part had indefeasibly sold, conveyed, transferred, released and parted all that piece and parcel of demarcated Sali land measuring 2 (two) Cuttah 7 (seven) Chittack and 30 (thirty) Sq.ft. which is equivalent to 4.09 (four point zero nine) decimal out of 85 (eighty five) decimal comprised in C.S. Plot Dag No. 646, corresponding to R.S. Plot Dag No. 746, C.S. and R.S. Khatian No. 174, R.S. Khanda Khatian 38 in L.R. Khatian Nos. 1120 and 1122 in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi Nos. 124 and 179, Police Station - Rajarhat, District - 24 Praganas, to one Shri Mangal Prasad Jaiswal, son of Banarasi Jaiswal of 81/J, Bechu Chatterjee Street, Police Station - Amherst Street, Kolkata - 700 009, the Purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered before the office of Additional District Sub Registrar Bidhannagar, Salt Lake City, copied in Book No. - I, Volume No. 72, Pages Nos. 219 to 224, being Deed No. 3281 for the year 1995.
16. And whereas thus by virtue of the aforesaid four numbers of purchase deeds, vide Deed Nos. 3280, 3281, 3282 and 3283 all of 1995, the said Monoj Kumar Barai Chowrasia, Shri Ram Saran Barai Chowrasia, Shri Mangal Prasad

Jaiswal, Shri Arun Kumar Jaiswal and Shri Munnalal Chowrasia were collectively seized and possessed of and/or otherwise well and sufficiently entitled all that pieces and parcels of demarcated Sali land measuring 9 (nine) Cuttah 9 (nine) Chittack and 30 (thirty) Sq.ft. which is equivalent to 15.847 (fifteen point eight four seven) decimal be the same a little more or less out of 85 (eighty five) decimal comprised in C.S. Plot Dag No. 646 corresponding to R.S. Plot Dag No. 746 in C.S. & R.S. Khatian No. 174, R.S. Khanda Khatian No. 38, in L.R. Khatian Nos. 1120 and 1122 in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi Nos. 174 and 179, Police Station - Rajarhat, District - 24 Parganas.

17. And whereas by virtue of a Deed of Conveyance, dated the 14.06.2007 the said Shri Ashok Kumar Jaiswal, Shri Manoj Kumar Jaiswal, Shri Pramod Kumar Jaiswal and Sri Sanjay Kumar Jaiswal, all sons of Pannalal Jaiswal, collectively the Vendors therein of the one part, had indefeasibly sold, conveyed, transferred, released and parted all that demarcated land measuring 1 (one) Bigha 9 (nine) Cuttah 5 (five) Chittack and 23 (thirty three) Sq.ft. which is equivalent to 48.418 (forty eight point four one eight) decimal be the same a little more or less {out of which 1 (one) Bigha 1 (one) Cuttah 8 Chittack and 23 (twenty three) Sq.ft. in R.S. & L.R. Plot Dag No. 746 and land measuring 4 (four) Cuttah 4 (four) Chittack in R.S. and L.R. Plot Dag No. 747, land measuring 3 (three) Cuttah 9 (nine) Chittack in R.S. and L.R. Plot Dag No. 748} all in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi Nos. 174 and 179, Police Station - the then Rajarhat, District - the then 24 Parganas, to one M/s. Muskan Residency Pvt. Ltd., a private limited company incorporated under the provisions of the Companies Act. 1956, having its registered office at Regent Tower, Plot No. 9, Block - EN, 5th Floor, Sector - 5, Salt Lake City, Kolkata - 700 091 the Purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered in the office of District Sub Registrar-II, North 24 Parganas,

Barasat, copied in Book No. - I, CD Volume No. 3, Pages Nos. 3897 to 3924, being Deed No. 01373 for the year 2010.

18. And whereas that by virtue of a Deed of Conveyance, dated 27.06.2007 the said Shri Manoj Kumar Barai Chowrasia, son of Ram Saran Barai Chwrasia, Shri Ram Saran Barai Chowrasia, son of Lali Barai Chowrasia, Shri Mangal Prasad Jaiswal, son of Banarasi Jaiswal, Shri Arun Kumar Jaiswal, son of Ram Kumar Jaiswal and Shri Munnalal Chowrasia, son of Ramwadh Chowrasia, collectively the Vendors therein of the one part, had indefeasibly sold, conveyed, transferred, released and parted all that pieces and parcels of demarcated Sali land admeasuring an area of 9 (nine) Cuttah 9 (nine) Chittack and 30 (thirty) Sq.ft. which is equivalent to 15.847 (fifteen point eight four seven) decimal comprised in C.S. Plot Dag No. 646, corresponding to L.R. Plot Dag No. 746, C.S. and R.S. Khatian No. 174, R.S. Khanda Khatian 38 in L.R. Khatian Nos. 1120 and 1122 in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi Nos. 124 and 179, Police Station - the then Rajarhat, District - the then 24 Parganas, to the said M/s. Muskan Residency Pvt. Ltd. the Purchaser therein of the other part, at a valuable consideration mentioned therein, registered before District Sub Registrar-II, District North 24 Parganas, copied in Book No. - I, CD Volume No. 4, Pages Nos. 13526 to 13550, being Deed No. 03150 for the year 2008.
19. And whereas that by virtue of another Deed of Conveyance, dated 12.07.2007 the said Shri Kiran Karmakar, son of Shri Narayan Chandra Karmakar, jointly with Shri Pankaj Kumar Jaiswal, son of Shri Shib Shankar Jaiswal 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 measuring 16 (sixteen) Cuttah 00 (zero zero) Chittack 00 (zero zero) Sq.ft. which is equivalent to 26.40 (twenty six point four zero) decimal

comprised in C.S. Plot Dag No. 646, corresponding to L.R. Plot Dag No. 746, C.S. and R.S. Khatian No. 174, R.S. Khanda Khatian 38 in L.R. Khatian Nos. 1120 and 1122 in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi Nos. 124 and 179, Police Station - the then Rajarhat, District - the then 24 Parganas, to the said M/s. Muskan Residency Pvt. Ltd. the Purchaser therein of the other part, at a valuable consideration mentioned therein and the said Deed of Conveyance was registered before District Sub Registrar-II, North 24 Parganas, copied in Book No. - I, CD Volume No.9, Pages Nos. 5613 to 5634, being Deed No. 05608 for the year 2007.

20. And whereas thus by virtue of the aforesaid recital hereinabove stated the said M/s. Muskan Residency Pvt. Ltd. was seized and possessed of and/or otherwise well and sufficiently entitled all that pieces and parcels of demarcated Sali land admeasuring an area of 2 (two) Bigha 14 (fourteen) Cuttah 15 (fifteen) Chittack 15 (fifteen) Sq.ft. which is equivalent to 90.665 (ninety point six six five) decimal {out of which 2 (two) Bigha 7 (seven) Cuttah 2 (two) Chittack 8 (eight) Sq.ft. in R.S. & L.R. Plot Dag No. 746, 4 (four) Cuttah 4 (four) Chittack in R.S. & L.R. Plot Dag No. 747 and 3 (three) Cuttah 9 (nine) Chittack in R.S. & L.R. Plot Dag No. 748} in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi Nos. 174 and 179, Police Station - the then Rajarhat, within the jurisdiction of the then Additional District Sub Registrar Bidhannagar, Salt Lake City, District - the then 24 Parganas, under the following Dag and Khatian Nos.:-

SI No.	C.S. Dag No.	C.S. Khatian No.	R.S. & L.R. Dag No.	R.S. Khatian	L.R. Khatian	Area
1.	646	174	746	174	1120, 1122	1 Bi 1 Cu 8 Ch 23 Sq ft./ 35.528 deci
2.	646	174	747	174	1120, 1122	4 Cu 4 Ch/ 7.012 deci
3.	646	174	748	174	1120, 1122	3 Cu 9 Ch/

						5.878 deci
4.	646	174	746	174	1120, 1122	9 Cu 9 Ch 30 Sq.ft./ 15.847 deci
5.	646	174	746	174	1120, 1122	16 Cu/ 26.400 deci
						2 Bi 14 Cu 15 Ch 15 Sq.ft./90.665 deci

21. And whereas the subject Land became the affected area during the land acquisition cases vide case nos. 4/195 of 2002-2003 and 4/196 of 2002-2003 by the Government of West Bengal who duly acquired large chunk of lands of the individuals upon payment of due compensation and handed over the same to West Bengal Housing Infrastructure Development Corporation Ltd. (Government of West Bengal Undertaking having its office at HIDCO Bhaban, Premises No. 35 - 1111, Major Arterial Road, 3rd Rotary, New Town, Kolkata - 700156 and after the said land aquisition process the land remaining with Muskan Residency Pvt Ltd. was reduced to 70 (seventy) decimal {out of which 58(fifty eight) decimal in R.S. & L.R. Plot Dag No. 746, 6(six) decimal in R.S. & L.R. Plot Dag No. 745 & also 6(six) decimal in R.S. & L.R. Plot Dag No. 747} all in L.R. Khatian No. 1365, which they duly converted to "Housing Complex" from the existing nature "Sali" from the office of the SDL & LRO Barasat, Government of West Bengal, North 24 Parganas vide their Memo No - Conv 15/16/1590/SDL/BST/2016, dated 19.09.2016, from the office of BL & LRO Rajarhat, North 24 Parganas vide their Memo No. Con/943/BL & LRO/RAJ/17, dated 01.09.2017 and from the office of the BL & LRO, Rajarhat, North 24 Parganas vide their Memo No. Con/990/BL & LRO /RAJ/17, dated 21.09.2017, and thus made the entire land measuring 70 (seventy) decimal as constructionable.

22. And whereas upon purchasing the aforesaid land the said ice Muskan Residency Pvt. Ltd. duly mutated its name in the records of Block Land & Land Revenue Office Rajarhat, during the course of L.R. Settlement Zarip vide L.R. Khatian

No. 1365 and since then was paying Khajna thereof regularly as the recorded Rayat.

23. And whereas in due course the concerned Police Station of the aforesaid immovable property which was formerly under Rajathat thereafter came within the jurisdiction of New Town Police Station and hence for the property jurisdiction was -shifted from Additional District Sub Registrar Bidhannagar, Salt Lake City to Additional District Sub Registrar Rajarhat, New Town and within North 24 Parganas after division of 24 Parganas between South and North.

24. That the said Muskan Residency Pvt. Ltd. duly sanctioned a building plan for the proposed construction of two blocks-one consisting of ground plus ten storied residential building and other is a commercial one, having provisions for commercial enclosures therein within the said complex at the said premises, from the competent authority of Jyangra Hatiara No. II Gram Panchayet after the technical vetting of North 24 Parganas Zilla Parishad and upon obtaining no objection from New Town Kolkata Development Authority (NKDA) vide their Memo No. 6321(3)/NKDA/BPS-04(25)/2014, dated 04.01.2017 for the said proposed complex (hereinafter for the sake of brevity called and referred to as the said plan).

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

3.1. The Land Owner/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 built up area of (.....) **Sq.ft.** alongwith **1 (one) designated Open/Covered/Multi Layer Car Parking Spaces** on **Floor** be the same a little more or less, in the New Building being constructed by the Land Owner/Developer on the said plot of land lying and situate at and being comprised in comprised in C.S. Dag No. 646 under C.S. Khatian No. 174,

R.S. Khatian No. 174 corresponding to L.R. Khatian Nos. 1120 and 1122 under R.S. & L.R. Plot Dag Nos. 746, 747 and 748 in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi Nos. 174 and 179, Police Station - the then Rajarhat, within the jurisdiction of the then Additional District Sub Registrar Bidhannagar, Salt Lake City, District - the then 24 Parganas at and for a total price of **Rs./- (Rupees)** only for **Flat No.** on **Floor** and **Rs./- (Rupees)** only for **1 (one) designated Open/Covered/Multi Layer Car Parking Spaces** on **Floor**, 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.

- 3.2. It shall be duty and responsibility of the Owner/Developer to erect and complete the said Flat being **Flat No.** on **Floor** and **1 (one) designated Open/Covered/Multi Layer Car Parking Spaces** on **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 Land Owner/Developer in the manner hereinafter mentioned in the Schedule **within 30 (thirty) months from the date of execution of these presents**, and time in this regard shall be the essence of this Agreement provided the Land Owner/Developer is not prevented from completing the work under any order of the Ld. Court or Jyangra Hatiara No. 2 Gram Panchayat or for any act, things, beyond the control of the Land Owner/Developer.
- 3.3. The Land Owner/Developer has agreed to sell the said flat/unit/apartment having the common spaces and other common facilities for the flat/unit/apartment owners.

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. Unit Cost

1.	On Booking	2,00,000.00
2.	Within 30 days of booking (Less Booking Amount)	10%
3.	Within 60 days of booking	10%
4.	On completion of 1st floor casting of Block booked	10%
5.	On completion of 3rd floor casting of Block booked	10%
6.	On completion of 5th floor casting of Block booked	5%
7.	On completion of 8th floor casting of Block booked	10%
8.	On completion of roof slab casting of Block booked	10%
9.	On completion of brick work of flat booked	5%
10.	On completion of flooring work of flat booked	10%
11.	On installation of lift in Block booked	10%
12.	On possession	10%

B. Car parking

Covered car Parking	4,50,000.00
Open Car Parking	3,50,000.00
MLCP	3,50,000.00
1. On Allotment/Agreement	50%
2. On Possession	50%

3.5 Deposit and Charges (payable on possession)

1. Electricity Transformers & Connection	50/- per sq.ft.
2. Association formation charges	5,000/- per unit
3. Maintenance charges for 1 year	2.5/- sq.ft per month
4. Corpus Fund	30/- per sq.ft.
5. <u>DG Connection Charges</u>	
1BHK	20,000/-
2BHK	30,000/-
3BHK	35,000/-
6. <u>RAC</u>	
1BHK	30,000/-
2BHK	40,000/-
3BHK	50,000/-
7. Municipal Tax Deposit	as actuals

Note :

1. GST as applicable will be paid extra
2. Additional taxes, both present & future will be payable in extra as applicable.
3. Cheque/Draft must be in favour of '**Muskan Residency (P) Ltd. A/c - Ambey Ecovalley**'

3.6. Legal Charges/ Documentation - Rs. 20,000/-
excluding stamp duty, registration fees and other out of pocket expenses.

- 3.7. In case of default of payment of any one of the instalments by the Allottee/Purchaser, the Land Owner/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 Land Owner/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 sales price.
- 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 Owner/Developer 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 Owner/Developer 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 Owner/Developer 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 Land Owner/ Developer to the Purchasers/Allottees.
- 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 Owner/Developer shall install and complete wiring as per their as made plan/drawing and also arrange for the supply of electricity from the provider in the said locality upto three months from the date of handing over physical possession/execution of Deed of Conveyance of the said unit, whichever is earlier. After the expiry of the said time stipulation the Allottee/Purchaser shall have exclusive obligation to install individual Electric Meter for the said flat in his/her/their own name/s at their own initiative.
- 3.12. The Owner/Developer 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 Owner/ Developer till the installation of the mother meter.
- 3.13. The Owner/Developer 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 building 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 building is erected and be completed.
- 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 unit.

- 3.15. The possession of the said Flat, lying and situate at and being and comprised in C.S. Dag No. 646 under C.S. Khatian No. 174, R.S. Khatian No. 174 corresponding to L.R. Khatian Nos. 1120 and 1122 under R.S. & L.R. Plot Dag Nos. 746, 747 and 748 in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi Nos. 174 and 179, Police Station - the then Rajarhat, within the jurisdiction of the then Additional District Sub Registrar Bidhannagar, Salt Lake City, District - the then 24 Parganas morefully and particularly described mentioned under **Second Schedule** be handed over to the Purchasers/Allottees immediately upon payment of the last and final demand to be raised by the Developer against the said flat along with extras and deposits 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 Land Owner/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.
- 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 standard built up area of their flats and parking spaces until formation of the said Association the Purchaser/s will have to pay to the Land Owner/Developer maintenance cost of super 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 Land Owner/Developer

to the proposed association of end users.

- 3.19. After formation of the said Association the Land Owner/ Developer will transfer complete responsibility of the said complex to the said Association and the said C.S. Dag No. 646 under C.S. Khatian No. 174, R.S. Khatian No. 174 corresponding to L.R. Khatian No. 1365 under R.S. & L.R. Plot Dag Nos. 746, 747 and 748 in Mouza - Jatragachi, J.L. No. 24, Re. Su. No. 195, Touzi Nos. 174 and 179, Police Station - the then Rajarhat, within the jurisdiction of the then Additional District Sub Registrar Bidhannagar, Salt Lake City, District - the then 24 Parganas shall have no liability or responsibility whatsoever in respect of the said building or maintenance thereof after such transfer of maintenance management.
- 3.20. The Purchaser/s hereby agreed to pay/reimburse to the Land Owner/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 cost and expenses after the same have been handed over to him by the Land Owner/ Developer and shall abide by all rules and laws of the Government, and/or any other autonomous body and/or the association 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 subject to stamp duty and registration fees, which would be paid by the Allottees/Purchasers directly through online portal of the Government of West Bengal.

- 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 Owner/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 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 management and maintenance of the common portions are described under **Seventh Schedule** hereinunder appearing.
- A) The Purchasers/Allottees will be liable to pay all sorts of tax liability of present as well as of future including that of GST, as applicable as imposed by the State/ Central Government. Neither the Land Owners nor the Land Owner/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 Land Owner/Developer herein.

3.29. The Land Owner/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 lift will only be used for lifting the persons, the same shall not be used for any other purpose, such as lifting of materials, regular drinking water in jar etc. which may damage such lift in long run.

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

The First Schedule above referred to :

(Description of the land in details offered for construction)

All that pieces and parcels of land hereditaments admeasuring an area of 70(seventy) decimal, which is equivalent to 42.4242(forty two point four two four two) Cuttah be the same a little more or less comprised in R.S. & L.R. Plot Dag Nos. 745, 746, 747, all in part {6 (six) decimal in R. S. & L.R. Plot Dag No. 745, 58 (fifty eight) decimal in R.S. & L.R. Plot Dag No. 746 & 6(six)decimal in R.S. & L.R. Plot Da No. 747 and in L.R. Khatian No.1365} in C.S. Dag No. 646, C.S. Khatian No. 174, R.S. Khatian No.174, in Mouza - Jatragachi, J.L. No. - 24, Re. Su. No. 195, Touzi Nos. 174 and 179, Police Station - New Town (formerly under Police Station Rajarhat) within the jurisdiction of Additional District Sub Registrar, Rajarhat New Town (formarly under Additional District Sub Registrar, Bidhannagar, Salt Lake City), within the local limits of Jyangra Hatiara No.2 Gram Panchayat, District -North 24 Parganas, West Bengal, India butted and bounded as follows :-

- On the North by** : Street No. 1111 (Bituminous Road)
- On the South by** : Partly Land of R.S. & L.R. Plot Dag Nos.745, 746, 747.
- On the East by** : Partly Land of R.S. & L.R. Plot Dag No. 296 & Partly Land of R.S. & L.R. Dag No. 747.
- On the West by** : R.S. & L.R. Plot Dag No.745.

The Second Schedule above referred to :

(Description of the Sold Property in details)

Part - I

All thatBHK dwelling **Flat/Unit/Apartment No.** on **Floor**, 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.**, or designated parking in **Multi Layer Car Parking (MLCP) Spaces** on floor 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, (.....) Toilet, (.....) W.C.,(.....) Dining Cum Living Space alongwith (.....) Open Kitchen and (.....) Verandah/Balcony, together with common facilities and amenities mentioned under Fifth Schedule hereinunder appearing. That the said residential flat/unit/apartment being **Flat No.** on **Floor**, is butted and bounded as follows :-

On the North by :

On the South by :

On the East by :

On the West by :

Part - II

The total consideration is Rs./- (Rupees) only for the said dwelling Flat/Unit/Apartment and Rs./- (Rupees) only for said Car Parking space thus aggregating **Rs./- (Rupees)** **only** 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 '**Ecovalley**' togetherwith G.S.T as applicable, alongwith extra charges.

The Third Schedule above referred to :

(Common Portions/Areas of the Complex)

1. Areas :

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

2. Water and Plumbing :

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

3. Electrical Installations :

- i) Wiring and accessories for lighting of the said building 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.

4. Drains :

Drains, swerage and main soil pipes of the said building 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 Fourth Schedule above referred to :

(Specification of Construction of units/flats/apartments)

1. Building/Structure :

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

2. Wall Finish and Flooring :

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

3. Kitchen :

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

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 : Sal Wood Frame, Flush Door.

8. Electricals :

- Concealed wiring with central DB.
- Door Bell point at the main entrance door.
- Modular switches.
- Illumination in all floor, lobbies, stair case and common area.
- AC Power points for all rooms.

The Fifth Schedule above referred to :

(Common facilities and amenities for common users of all the flat owners)

1. Front & Back Lawn.
2. Compound area with paved pathways and walkways within the complex.
3. Common Roof
4. Lobby finished with marble and granite and/or Stone/Tiles finish.
5. Generator facilities for common service i.e. lifts, pumps, common lighting.
6. Lifts of standard make.
7. Adequate car parking spaces on ground floor/open demarcated space/**multi layer car parking space.**
8. 24 hours water supply through deep tubewell.
9. Security Measures:-

24 hours security manned by trained guards round the clock.

10. Water Feature.
11. Adda Zone.
12. Kids Play Area.
13. Meditation Area.
14. Club Facility- One time membership at additional cost payable to the Developer. Subsequently all running and/or revenue expenses to run the said club facility, to be paid to the Association after such Club facility is handed over to the proposed Association.

The Sixth Schedule above referred to :

(Common Expenses to be shared by the flat/unit/apartment owners on the basis of allotted standard 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 building 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 building/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.

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 building/Complex including payment of their fees, taxes, licenses renewals etc.

8. Rates and Taxes :

Municipal tax, sur-charge, multistoried building tax, water tax and other levies in respect of the building as the case be, save those separately assessed by the competent authority of Jyangra Hatiara No. 2 Gram Panchayat.

The salaries of and all other expenses of the staff to be employed 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.

The Seventh 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 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 rates and taxes if and in

so far as the same are allowable in law and shall also apply for and obtain mutation in his/her/their name 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 Owner/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 Owner/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. 2 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. The Purchaser/s shall do the following :
 - 6.1. 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.

- 6.2. 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.
- 6.3. Use all paths passage and staircase (save those reserved hereunder by the Owner/Developer) if any for the purpose of egress and ingress and for no other purposes whatsoever.
- 6.4. 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.
- 6.5. 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 building/buildings.
 - 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 Owner/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 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 Owner/Developer differs from the colour scheme of the building or deviation which in the opinion of the company may effect 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 Owner/Developer and with the sanction of Jyangra-Hatiara No. 2 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 Owner/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 place 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 space
- 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/cars.
- 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 Owner/Developer.

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

7.1. 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.

7.2. 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.

7.3. **GST** or any other tax and imposition 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.

8. Default in payment.

8.1. In case of default by the Purchaser/s in making any payment or deposit provided herein the Owner/ 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 Owner/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.

8.2. 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.

8.3. Miscellaneous.

8.4. Any delay or indulgence by the Owner/Developer in

enforcing the terms of these presents of 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 Owner/Developer.

- 8.5. 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
9. All amounts becoming due and payable hereunder and the liabilities for the same shall be and remain a charge on the said unit.
 - 9.1. All charges for the electricity consumed in the said unit shall be borne and paid by the Purchaser/s.
 - 9.2. 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.
 - 9.3. 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.

- 9.4. 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.
- 9.5. 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.
- 9.6. 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/
Developer and Purchaser/s**
at Kolkata in the presence of :

1.

2.

**Signature of the Land Owner
/Developer**

Signature of the Purchaser/s

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

For Subir Kumar Seal & Associates

Advocates

High Court Calcutta

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

P-106, Bangur Avenue, Block-C,
Ground Floor, Police Station - Lake Town,
Kolkata - 700 055.

Phone : 033-2574-1768.

033-2574-3790.

Mobile : 91-98312-76735.

91-98304-76735.

E-mail -seal.associates@gmail.com

Received on and from the withinnamed **Purchasers** by the withinnamed **Land Owner/Developer** the withinmentioned sum of **Rs./- (Rupees)** **only** as and by way of consideration money in full and final for sale of the Part-I of the Second 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 Land Owner
 /Developer**